

**MINUTES OF THE REGULAR MEETING
OF THE ALAMANCE COUNTY BOARD OF COMMISSIONERS FOR ALAMANCE
COUNTY
HELD ON MONDAY, AUGUST 2, 2021**

Call to Order - Vice Chairman Carter

Attendee Name	Title	Status	Arrived
John Paisley Jr	Chairman	Present	9:40 AM
Steve Carter	Vice Chairman	Present	
Pamela Tyler Thompson	Commissioner	Present	
William T Lashley	Commissioner	Present	
Craig Turner	Commissioner	Present	

Invocation - Commissioner Thompson

Recognition

Recognition of Central Communications Staff Awards & Training Certification

County Manager Hagood recognized Central Communications staff members along with the department. Myra Williams was recognized as the 2021 Association of Public Safety Communication Officials Support Personnel of the Year. Taylor Smith was recognized as the 2021 National Emergency Number Association Communications Center Employee of the Year. The Central Communications Department was recognized for receiving Agency Training Program Certification, Project 33 Initiative.

Recognition of the Sheriff's Office Lifesaving Award Recipients

County Manager Hagood recognized Deputy Henley and Deputy Frye for their lifesaving efforts in administering Narcan to an overdose victim. Sheriff Terry Johnson presented each with a plaque and a lifesaving pin.

Chairman Paisley recognized Sheriff Johnson and his office. He shared that Chief Eddie Buffalo, Elizabeth City Police Department had visited Sheriff Johnson and presented him along with his staff a plaque. The plaque was a token of appreciation for Sheriff Johnson sending officers down to Elizabeth City to assist and help maintain control during a time of major unrest.

Public Speakers

(Citizens may address the Board for no more than 3 minutes per speaker on topics which are related to this meeting agenda.)

Jimmy Walker, citizen, spoke about trash. He reminded the Board that he had appeared about a year ago about trash. He said pick-up trucks needed tarps so that trash did not fall off the back of the trucks. Mr. Walker requested that the Board enact a rule that pick-up trucks had to tarp their trucks to avoid trash falling off the back.

Commissioners' Responses

Commissioner Thompson mentioned they had discussed putting up signs about littering. She asked if anything had come about with that. County Manager Hagood responded that there had been conversations with the county maintenance department. He continued that they had an ability to create a limited number of "no-littering" signs. They wanted to team up with the Sheriff's inmate program because they could let them know the heaviest traffic areas or areas prone to trash.

Approval of the Agenda

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Steve Carter, Vice Chairman
SECONDER:	William T Lashley, Commissioner
AYES:	Paisley Jr, Carter, Thompson, Lashley, Turner

Consent Agenda

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Steve Carter, Vice Chairman
SECONDER:	William T Lashley, Commissioner
AYES:	Paisley Jr, Carter, Thompson, Lashley, Turner

Appointments/Reappointments

Tourism Development Authority (TDA) - Matt Patel, Kathleen Geoffrion, and Jessalynn Strauss

Tax Refunds and Releases

Approval of tax refunds and releases; a copy of the tax refunds are set forth hereafter.

Presentations/Other Business

3280 : Request for Excise Tax Refund - County Attorney Albright

County Attorney Albright presented a request for an excise tax refund in the amount of \$432.00 from Ashley L. Carter, Attorney at Law. Ms. Carter explained in her request that her office had e-recorded a deed twice and it should have been recorded only once.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Steve Carter, Vice Chairman
SECONDER:	Pamela Tyler Thompson, Commissioner
AYES:	Paisley Jr, Carter, Thompson, Lashley, Turner

3265 : Swepsonville Landfill Update - Richard Hill, Solid Waste Director & Municipal Engineering Services Company

Richard Hill, Solid Waste Director, introduced Jay Zimmerman, a representative from Municipal Engineering Services Company (MESCO) to provide a technical review of a couple of issues that have been ongoing in the closed landfill and the Austin Quarter landfill. He provided that Vice Chair Carter had been helping them deal with the Swepsonville landfill issue. He reminded them that they had received a letter about 3 years ago from NC Department of Environmental Quality (DEQ) letting them know corrective action was needed at that landfill that had closed in 1993.

Jay Zimmerman, MESCO, provided background information and a brief history of the landfill and what has taken place regarding the current assessment that his company was performing. He explained that in 1993, routine semi annual monitoring began as well as quarterly monitoring of landfill gas. Mr. Zimmerman continued that in June 2018 a letter was received from DEQ requesting an assessment. The initial assessment activities took place in November and December of 2018. The assessment activities included installation of additional monitor wells, assessment of a concrete pipe that ran under the landfill and an assessment of the stream and biological activity within that stream. In April 2021, DEQ had requested that 2 additional monitors be installed on adjacent residential property. Mr. Zimmerman commented that initial 2018 assessment suggested that some contaminants from the landfill may have crossed onto

adjacent property. Mr. Zimmerman explained through a diagram how pollutants typically migrate to surface water bodies but could get into a fractured rock. Fractures are like a pipe that could allow under the influence of pumping wells pollutants to migrate via the fractures and go under a stream and beyond. He spoke that DEQ requested additional assessment activities in May 2021 and a work plan was drafted proposing additional wells to further delineate the extent of those impacts.

Mr. Zimmerman advised that samples from wells installed in 2018 and 2019 showed a number of constituents of concern, particularly 1,4-Dioxane which is a new contaminant concern on the Environmental Protection Agency's (EPA) and DEQ's radar. He mentioned that it was one of those contaminants that permittees were being asked to investigate. He indicated that the good news was nothing was detected in the property owner's well that appeared to be associated with the landfill. Mr. Zimmerman shared that they were planning to install some additional monitor wells on the property owner's property and the adjacent property owned by another family. He commented that they were planning to conduct more surface water and ground water monitoring and then would prepare a report on behalf of the county to submit to the state. He said the county will continue sampling residential wells as they had been.

Wayne Sullivan, MESCO gave an update on the Austin Quarter Landfill and the failed liner situation. He explained that the reason the liner had failed was because it was a smooth slick liner that was used. Mr. Sullivan continued that the liner got wet and the soil on it weighed it down and pulled it out which caused it to tear. He estimated based on aerial photos that the liner tore in 2009. He commented that it could not be seen because it was under a rain cover. Once they had moved the rain cover then it was discovered there was an issue. He said that the area had been tested and the clay soil for chemicals or leachate. Next, they had tested the materials that was used for construction to make sure they were still conforming. Mr. Sullivan said they are going to repair an area larger than the area that had failed. He noted that the slick liner will be replaced with a liner that has a rub on both sides with a lot of friction that will not slide down the slope. They were waiting on the state to give the go-ahead so they could start the repair work. Mr. Sullivan advised they were preparing to apply for a permit to construct which would allow them to permit 30 acres. They would actually build 16 acres. He said there was 40-50 years of landfill life in those 30 acres.

RESULT: INFORMATIONAL

3296 : COVID-19 Update - Tony LoGiudice, Health Director

Tony LoGiudice, Health Director, gave a COVID-19 update. He thanked the health department staff, the National Guard, and volunteers for their robust efforts with the vaccination outreach. He thanked the communicable disease team for working weekends and late evenings as the case count begins to rise. He noted as of the previous day, 42 new cases had been reported. There had been 19,843 cumulative cases and 19,333 individuals released from isolation. There were 223 active cases currently; 7 folks in the hospital; 287 deaths; and 168 close contacts being monitored. Director LoGiudice said that there was a weekly average of 32 cases per day. He mentioned that the percent positivity rate was 6.72% and they wanted that rate to be under 5% and it was continuing to increase. He noted that the delta variant was driving the increase in cases which has become the major variant in North Carolina.

RESULT: INFORMATIONAL**3261 : American Rescue Plan Overview and Update - Andrea Rollins, Budget & Management Director**

Andrea Rollins, Budget & Management Director, presented an overview of the \$1.9 trillion American Rescue Plan Act (ARPA) which was enacted in March 2021. ARPA gave stimulus funding to individuals, businesses, education, transportation, non-profits and state/local governments. The US Department of Treasury was the agency in charge distributing funding and setting the guidance. She mentioned they had not received the final guidance from the US Treasury. Ms. Rollins explained the details of the fund and how it applied to Alamance County. She said the \$1.9 trillion was separated into 7 different areas.

Ms. Rollins continued that Alamance County and the City of Burlington would report directly to the Treasury Dept. on how they spend the funds. She commented that the local fiscal recovery fund guidelines on how to spend those funds would be the same for the county, whereas the state or any other funding sources in the ARPA Plan could have different rules for spending. Ms. Rollins mentioned 5 local government funding categories: support for public health expenditures by funding COVID-19 mitigation efforts; addressing negative economic impacts caused by the public health emergency; replacing lost public sector revenues; providing premium pay for essential workers; investing in water, sewer, and broadband infrastructure.

Ms. Rollins discussed the recommendations of the Local Government Commission (LGC). She stated the LGC and the School of Government (SOG) recommended they stay in sync and wait for the state and not finalize a plan yet. The State of North Carolina released a preliminary plan back on May 1st.

Ms. Rollins reminded the Board that the county could not give grants to non-profits. She stated counties had specific state parameters for employee compensation. She continued there was no state authority for premium pay to be distributed to private businesses. As for broadband, counties did not have authority to construct or fund broadband infrastructure, except as needed for county operations.

Vice Chair Carter asked whether the diversion center was included under mental health funding. County Manager Hagood said it could be included if it was within the ARPA guidelines for capital. He said those funds could help for a couple of years, but the hope would be that Vaya could work with the county to help them keep it going in the future.

Ms. Rollins reiterated the federal government wanted to spend money on broadband, and the state had built broadband into its ARPA Plan. She said funding for broadband legislation (State Bill 689 & House Bill 947) appeared to let counties participate using ARPA funds. She said they will be monitoring the legislation and bring updates as action was taken. Ms. Rollins shared Impact Alamance and Piedmont Triad Regional Council were working to form a countywide Digital Inclusion Alliance. It was focused on building a strategic plan that promoted affordable high-speed home broadband, devices, digital literacy training and technical support. She said the first step was to assess the digital divide in locations within Alamance County. This was being done by a survey that they hoped people would participate in order to help alleviate the problem. Vice Chair Carter asked was the information disseminated to the media. County Manager Hagood answered Bruce Walker and his team had worked to get the word out locally and

encouraged as many people as possible to take the survey.

Commissioner Thompson asked when they discussed broadband whether it covered the infrastructure or the ability to purchase the internet. County Manager Hagood said the problem was getting the infrastructure out particularly to the rural areas and the affordability for people to pay for it. He indicated the county had spent most of their time talking about the infrastructure while trying to see if the county was eligible to contract with someone to put the infrastructure in.

Ms. Rollins mentioned the new web page with ARPA information. The web page was <https://www.alamance-nc.com/arp/>. She reviewed the next steps for Alamance County ARPA Plan. She said they needed to match community needs with all sources of ARPA and other funding (federal/state/local).

RESULT: INFORMATIONAL

3285 : American Rescue Plan Funding Considerations - County Manager Hagood

County Manager Hagood presented some ARPA funding considerations that totaled \$1,025,764. He thanked Andrea Rollins, Mimi Clemens and Selina Chalk for their hard work ARPA. He reiterated they had not received the final guidance, but they did have some considerations that the Commissioners could make. Ms. Clemens had met with all the department heads and many of the non-profits. The responses she received were categorized as immediate funding or future funding potentials based on known cost and ARPA/state eligibility. He wanted to discuss reimbursement possibilities that were different than spending on programs, equipment or personnel.

He discussed funding for mental health agency contracts. County Manager Hagood suggested the Board could consider a little over \$35,000/year for 3 years for Family Abuse and \$75,000/year for Crossroads. He mentioned they had two needs for equipment that stood out. He indicated the detention center needed health software that would connect inmates' medical records to the local and statewide hospital systems. County Manager Hagood said the estimated cost of that system at almost \$50,000.

County Manager Hagood stated they had a need for ultraviolet sanitizers in the ambulances. He mentioned the health department and EMS had been on the frontline during COVID. He indicated it would be 2 expenditures of \$65,000. County Manager Hagood said the equipment would be good for 3-5 years. Next, he suggested the Board to consider in the immediate future funding for 3 new positions. The positions were for a communicable disease nurse, an after-hours social worker and a grant administrator. He explained for the communicable disease nurse would be \$213,000 which included salary and benefits for 3 years. He said the part-time social worker would become a full-time employee which included a salary of \$64,000 and benefits. County Manager Hagood said the grant administrator would be for 3 years at an estimated cost of \$236,000. He said the 3 positions were all eligible under APRA/state guidelines.

Vice Chair Carter asked whether this required a budget amendment. County Manager Hagood answered yes. He said all of ARPA funds was budgeted in a special revenue fund. He explained they would do a budget amendment in that dollar amount to move monies from one fund to another.

Chairman Paisley, second by Commissioner Thompson moved to go ahead and fund the immediate funding consideration of \$1,025,764. The motion carried unanimously.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	John Paisley Jr, Chairman
SECONDER:	Pamela Tyler Thompson, Commissioner
AYES:	Paisley Jr, Carter, Thompson, Lashley, Turner

Reimbursement of \$3,240,000 to Alamance County with ARPA Funding

County Manager Hagood discussed consideration for reimbursements from March-June 2021. He said the legislation allowed them to go back to March 2021 and reimburse the county for cost the county had incurred in response to COVID. He stated the one-time costs and payroll originally was paid by general revenues or pandemic response funds. He stated from March-June 2021 they found \$240,000 worth of one-time costs for sanitizing, PPE, court screeners, and call center staff. County Manager Hagood shared they had also looked at payrolls for the health department and EMS. Both departments had COVID related expenses. He said that payroll was \$3 million. He suggested spending \$3,240,000 of ARPA funds under the support public health category and reimbursing the county.

County Manager Hagood mentioned whether the Board was interested in forming a committee to discuss ARPA funds. He said if the Commissioners were interested in forming a committee, they would have to check with the auditors and the LGC. They did not have to vote on the subject that day.

Chairman Paisley said they could do it subject to the audit. County Manager Hagood said there was one other piece that needed to be done before the August 16th meeting because it had bearing on the county last fiscal year budget. He noted in order to have this applied to next fiscal year, it would be best if the action taken to make this happen either be taken now or at the August 16th meeting.

Vice Chair Carter said he thought it was a good idea. He suggested taken a look at reimbursement. He explained they had extra expenses due to COVID. He thought overlooking getting money back into the county for the citizens would not be the right thing to do. He pointed out the county needed to look at taking the money and putting it back in and then figure out how to spend it.

Commissioner Lashley seconded by Vice Chair Carter moved to reimburse the county taking into consideration that the audit process was fine. The motion carried without opposition. Commissioner Turner questioned if the motion was correct under the guidance of the audit principles.

County Manager Hagood said what they heard was the Board moved to reimburse the county with ARPA funding, subject to the guidance of the auditor. He stated they would designate those funds, and then the Board would determine the purpose of those designated funds at any time. Commissioner Turner asked when was the final guidance expected. County Manager Hagood replied it could be within the next month or six to eight weeks. Commissioner Turner asked if the guidance discouraged this, they could reverse it. County Manager Hagood responded that was correct as long as they did not spend it immediately. He said if this was not in compliance

then it would be brought back to the Board to vote to put the funds back in the special revenue fund.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	William T Lashley, Commissioner
SECONDER:	Steve Carter, Vice Chairman
AYES:	Paisley Jr, Carter, Thompson, Lashley, Turner

3262 : ARPA Committee Creation and Appointments - County Manager Hagood

County Manager Hagood suggested if the Board wanted to form a committee, it was important they identified priorities. He said part of the function would be to invite and involve community and stakeholder participation. He continued that another responsibility of the Board would be to communicate the ARPA plan to the public. County Manager Hagood shared examples of priorities that the Board could consider. He stated some examples: public health and safety of Alamance County; positioning county government to best serve Alamance County; upgrading infrastructure; workforce and small business support; responding to the economic impact of pandemic; and support for broadband solutions as allowed by the law.

County Manager Hagood commented that the LGC recommended taking time and carefully considering ARPA projects. He noted the county had created a website and may consider purchasing software to facilitate stakeholder involvement. He suggested having county staff or liaisons to the committee. He recommended having Andrea Rollins and Mimi Clemons be involved to help keep everyone on the same page at an eligibility standpoint. County Manager Hagood said contracts with a private consultant may be considered for specialized programs.

Vice Chair Carter mentioned they had a number of local partners in the other communities that received funding. He said they could work together. County Manager Hagood agreed it would be wise to reach out to their partners, whether they form a committee or not. Commissioner Turner said he thought forming a committee was a good idea. He said a committee made sense because citizens and businesses got involved, and municipalities and other entities got involved. Commissioner Thompson voiced that it was extremely important to her to hear from everyone involved in the budget. She said anyone interested in the funds needed the Commissioners for an audience and they needed to speak directly to the Commissioners. Commissioner Lashley said he liked what Commissioner Turner had mentioned. He added the only thing that could be a hindrance to the committee was the size. He stated the size could make it overwhelming. He said they should be focused on getting the number manageable. Vice Chair Carter advised if the committee was too small then there would be criticism that someone was left out. Chairman Paisley stated they had the ARPA monies, but did not have all the guidelines. He said they had time so they did not have to plan or make a decision about the committee that day. He agreed about the size of the committee being too large. He said they did not want it large because then it may be worthless as mentioned by Commissioner Thompson. Chairman Paisley suggested to tabling the discussion to the next meeting. Commissioner Thompson recommended the committee meetings be open to the public. County Manager Hagood said they would make sure the meetings were advertised and available to the public.

3257 : Appointment of Larry Teague to the Mebane Planning Board ETJ Member

County Manager Hagood spoke that there was 1 vacancy on the Mebane Planning Board as an ETJ member. He said they had received applications from Larry Teague; Roger James; Jonathan Webster; and Virginia Gail Miller. The Mebane City Council had recommended the

reappointment of Larry Teague as the ETJ member.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Steve Carter, Vice Chairman
SECONDER:	Pamela Tyler Thompson, Commissioner
AYES:	Paisley Jr, Carter, Thompson, Lashley, Turner

3283 : Illegal Substance Abuse Update - Sheriff Terry Johnson

Sheriff Terry Johnson, introduced Ms. Penny Fogleman to set the stage for his discussion on illegal substance abuse. Ms. Fogleman shared stories of the struggles her daughter has faced battling drug addiction. She asked the Board to help with the drug crisis in Alamance County. Mr. Michael Graves, joined via zoom and talked about the high percentage of inmates incarcerated because of drugs and mental illness.

Sheriff Johnson reiterated that something had to be done in Alamance County about the drug crisis. He said there was no status of yet on the diversion center. He suggested some federal monies they had received could be used toward the diversion center. Sheriff Johnson shared they were working with Judge Brown and a group that have looked at drug courts in other counties. He said he had been to Buncombe County and looked at their system.

Sheriff Johnson reviewed charts on mental illness, crimes statistics for hotels along the Maple Avenue Corridor , drugs and overdoses, and mental health commitments. He mentioned he and Chief Deputy Parker had met with the Interim Chief of Burlington Eric Kearns, and Assistant Chief Brian Long. They had all agreed that crime in those hotels had to be stopped. He introduced Lieutenant Chris Crain and Lieutenant Craig Stephens who shared experiences investigating drugs and crimes in that area.

Chairman Paisley shared that a long time ago, Alamance County was part of a 3-counties Local Mental Health Entity (LME). He said they had psychologist, psychiatrist, and all kinds of facilities here in the county. He mentioned Governor Hunt and the Democratic legislature at that time wanted to out-source everything and did away with all the mental health authorities. He noted that once they started outsourcing everything had gone downhill dramatically. Chairman Paisley said a diversion center would be a start. He said next on the agenda was the opioid settlement. He said they had the money just needed to determine to spend it in the right area. Chairman Paisley suggested a group of people get together to determine what they can do to solve this problem. Commissioner Thompson shared she had met with Judge Andy Hanford and Judge Larry Brown because they wanted to lead this recovery court. She mentioned a group was going to observe the Orange County diversion center and recovery court. She said Vaya was going to meet with them to get the diversion center going and look at a recovery court. Sheriff Johnson commented that Interim Chief Kearns and Assistant Chief Long was dedicated to help. He said working together made it tough on criminals. Vice Chair Carter mentioned that he had met with a group last week who was considering donating a facility to the county. Chairman Paisley said when they met with Vaya, a diversion center was a big issue.

Chairman Paisley asked County Manager Hagood and his team to come back on August 16th with options. Commissioner Turner shared that Guilford County had established in conjunction with Cone Health, a mental health facility that included a diversion center. He said that would be a good place to start to see what they recently created.

RESULT: INFORMATIONAL**3292 : Alamance County NC Opioid Settlement Agreement - County Attorney Albright**

County Attorney Albright reviewed that the county got together with 4,000 other attorneys across the country and filed lawsuits against the big manufacturers: Cardinal, McKesson, AmerisourceBergens, Johnson & Johnson and Purdue Pharma. He continued that the big 4 manufacturers had proposed a \$26 billion settlement and that Purdue Pharma had filed bankruptcy. According to the national settlement agreement, states had 30 days to sign on and local governments had 150 days. County Attorney Albright explained that the County Attorney's Association, NC Association of County Commissioners and State Attorney General Josh Stein came up with a memorandum of agreement. He asked for authorization to sign. He suggested that it was the thing to do and that about 53 local governments had already signed on and others were signing on. County Attorney Albright said that Alamance County would get \$10,335,217.25 over 18 years which equaled \$574,178.73 annually. He opined that this was a favorable agreement.

Chairman Paisley asked about the attorney fees. County Attorney Albright said they the attorney fees would come out of that amount.

Commissioner Thompson, seconded by Commissioner Lashley moved approval of the resolution approving the memorandum of agreement and giving authorization to County Attorney Albright and County Manager Hagood to execute documents related to the settlement. That motion carried without opposition.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Pamela Tyler Thompson, Commissioner
SECONDER:	William T Lashley, Commissioner
AYES:	Paisley Jr, Carter, Thompson, Lashley, Turner

3291 : Alamance County Dept. of Social Services Compensation Plan - Adrian Daye, Director of Social Services

Adrian Daye, Director of Social Services, spoke about the high rate of turnover in her department. Ms. Daye noted that her department had a 20% vacancy rate and that at least 6 people had vacated their positions the previous week. Some of those positions were social workers and income case maintenance workers. She said they had worked with the County Manager's Office to try and address the situation. She indicated that after discussions with other DSS colleagues in other counties this was rampant in DSS across the board. Ms. Daye presented 3 bonus plans for her staff: 1)retention bonuses for staff that had been dedicated to their jobs; 2) sign-on bonuses for hard to hire positions; and 3) referral bonuses for staff who referred potential candidates for employment. She mentioned a need to address compression issues in salaries in cases where employee salaries were catching up to supervisor salaries which involved 5 positions within her plan.

Vice Chair Carter asked was this similar to what happened at the Sheriff's Office. County Manager Hagood explained that last year they had implemented a targeted raise program for DSS using their budgeted funds. He continued, they now have 5 employees who salaries were catching up to the supervisors in pay. He said they were not requesting any additional fund and these funds were budgeted for DSS in this fiscal year.

Chairman Paisley inquired about the funding for fiscal year 2019-2020 budget and whether that had helped. Ms. Daye responded in February 2021 they had a 4% increase for the top 3 turnover positions. County Manager Hagood said the information they had seen was compared to Orange, Durham, and Randolph counties. He shared the average pay for social workers were a little over \$46,000. He explained with the 4% increase, they were still low compared to those other counties.

Ms. Daye said they were traditionally a training county. She shared how they had hired staff who did not completely qualify as social workers. She stated the highest-level social workers did not get hired by most counties unless they were fully qualified. They came to Alamance County to get the experience they need to negotiate better pay in other counties. Chairman Paisley asked whether they should be addressing salaries or bonuses. County Manager Hagood responded that in the long run, adjusting DSS salaries was going to be the answer. Vice Chair Carter asked was this what they had looked at in the budget and did not approve. County Manager Hagood explained in fiscal year 2020-21 DSS was not fully funded. They left an average of 11 positions open in the agency. He mentioned this year DSS received more funding for salaries. He shared they were on track to make it through the year with a balanced budget. This would leave an average 8 positions opened in DSS. He explained that would leave them with 46 openings, which would be a level of concern. Ms. Daye indicated the #1 reason for staff leaving was the workload. They were overworked with no work-life balance. She reiterated they needed people who then could share the workload.

Vice Chair Carter asked whether this could be paid out of the COVID funds. County Manager Hagood responded some may be eligible for premium pay. He explained if they used premium pay under ARPA funding, they would need to look closely at the DSS employee's responsibilities. They would have to draw a correlation to how much of their work they were doing to address COVID.

Chairman Paisley said all 5 of the Commissioners wanted to help. He suggested pushing this to the August 16th meeting to determine what was the cause and why were they leaving. He said if it was solely salaries then they were wasting bonus monies. Ms. Daye said it was the workload.

Commissioner Lashley discussed with Ms. Daye how they should look at salaries. He gave an example of paying the applicant in a way that if they left, they would be losing money by going to work for other counties. He said if they were having salary problems then they should up the salaries and give sign-on bonuses. Commissioner Lashley stated the problem could be solved but he was not sure after looking at the proposal if this was the correct way to solve it. Ms. Daye said they were looking for something that could have an immediate effect on the problem.

Vice Chair Carter asked who set the salary ranges. Ms. Daye replied it was the North Carolina Office of State Human Resources (OSHR). Vice Chair Carter said they did not have local control of the salary ranges. Sherry Hook, Assistant County Manager, said the state sets the pay grade that the position would be in but the county sets the range of the salaries.

Commissioner Tuner inquired about the titles of the 5 highest turnover positions. Ms. Daye responded they were social worker investigative assessment and treatment (child protective services), social worker III (adult protective services), income maintenance caseworker II

(Medicaid and food nutrition), income maintenance supervisors II, and child support agent II (enforcing child support). Commissioner Turner asked how many could they hire in their current budget structure if they accepted this plan. Ms. Daye answered they had 46 vacancies that will not be filled overnight. She said they always have vacancies and attrition. She continued that they could get to a point where they could hire those positions within the budget based on the history with turnovers.

Commissioner Turner stated they needed to stop the bleeding. He said this proposal did that to an extent. They needed to take a look at DSS pay structures, retention and the root causes of turnover. He supported the proposal as long as they looked at a long-term solution.

Chairman Paisley commented they were putting a band-aid on this and not solving the problem. Ms. Daye reiterated they had been working with the County Manager's Office to solve the problem and will continue to look at the problem.

Commissioner Thompson agreed with Chairman Paisley. She said they needed to look at making DSS salaries more competitive. She mentioned it would be great for other counties to start running to Alamance County for these jobs. Vice Chair Carter said their job was to make sure that citizens got service. They should be able to go to DSS, the Sheriff's Office, health department, and tax office to get what they needed. Chairman Paisley said he was going to vote against this because they were putting a band-aid on this and not solving the problem.

Commissioner Thompson asked how were they going to address the salaries. County Manager Hagood recommended a sit down between himself, Ms. Daye and her team, and Sherry Hook to address agency wide how they could keep everyone comfortable and work on the salaries and compression. He said if they did not implement this plan that day then they would have to come back on August 16th. He stated the choices would be this plan or come up with something that attacked salaries with the possibility of freezing positions until next year budget. Commissioner Thompson expressed that she did not want to just keep patching up the problem. She wanted to fix the problem. She opposed the motion because they needed to look at salaries, not bonuses. Commissioner Lashley shared that he agreed with the motion because Ms. Daye said there were funds in her department's budget to hire who she needed. He said he would like to implement the same plan as they did for the Sheriff Office.

Commissioner Turner seconded by Vice Chair Carter moved to support the proposal and look for long-term solutions. The motion carried 3-2 with Chairman Paisley and Commissioner Thompson voting in opposition.

RESULT:	APPROVED [3 TO 2]
MOVER:	Craig Turner, Commissioner
SECONDER:	Steve Carter, Vice Chairman
AYES:	Steve Carter, William T Lashley, Craig Turner
NAYS:	John Paisley Jr, Pamela Tyler Thompson

3293 : Approval of Employee Health Clinic Contract - Sherry Hook, Assistant County Mgr/ Human Resources Director

Sherry Hook, Assistant County Manager/ Human Resources Director, presented the final contract for the employee health clinic. The contract was for 1-year and she requested Board

approval of the contract. County Manager Hagood noted the contract in the packet was the one reviewed by the county attorney and the company. He said that contract would be the contract that Chairman Paisley would sign.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Craig Turner, Commissioner
SECONDER:	William T Lashley, Commissioner
AYES:	Paisley Jr, Carter, Thompson, Lashley, Turner

Budget Amendments

3287 : Budget Amendment - DSS Trust Funds - Susan Evans, Finance Officer

Susan Evans, Finance Officer, presented a budget amendment in the amount of \$1,300,000.00 which allowed the county to budget trust funds received on behalf of individuals under the guardianship of the Department of Social Services . The Governmental Accounting Standards Board (GASB-84) required the county to hold these funds in a separate fund. Ms. Evans noted that these were not county funds and solely trust funds for DSS clients under guardianship.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Steve Carter, Vice Chairman
SECONDER:	William T Lashley, Commissioner
AYES:	Paisley Jr, Carter, Thompson, Lashley, Turner

3286 : Home and Community Care Block Grant - Susan Evans, Finance Officer

Susan Evans, Finance Officer, presented the Home and Community Care Block Grant (HCCBG) funding plan in the amount of \$1,053,056.00 in grant funds fiscal year 2021-2022. These were pass-through funds to agencies that provided services for older adults in the community. Based on the final grant allotment, the overall impact to the general fund would be an increase of \$38,296.00 in grant revenues. The required county match will be funded through a transfer of funds in the amount of \$546.00 from the County Manager's Office to the HCCBG budget.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Steve Carter, Vice Chairman
SECONDER:	Craig Turner, Commissioner
AYES:	Paisley Jr, Carter, Thompson, Lashley, Turner

Public Speakers

(Citizens may address the Board for no more than 3 minutes per speaker on issues of public interest.)

Commissioners' Responses

County Manager's Report

County Manager Hagood spoke that staff had done a lot of work thru the Technical Review Committee and the Oversight Committee. He encouraged the Board and the public to visit the capital projects website. He noted that ABSS had added 3-4 years of information on their \$3.3 million per year. They recently posted their top 10 unfunded projects list as well as funding for other projects.

Commissioners' Comments

Adjournment

There being no further business to be brought before the Board, the meeting was adjourned at 4:58 PM

Respectfully Submitted,

CLERK TO THE BOARD



124 W Elm St.
Graham, NC 27253

Stephen R Sigmon
911 Operations Manager

To: Bryan Hagood, County Manager
From: Alamance County 911 Central Communications
Ref: State Staff Recognition of Awards/APCO Training Program Certification
Date: August, 2 2021

The Alamance County 911 Center requests that the Board of Commissioners recognize (2) State Awards announced in May 2021 from their dedication and hard work during 2020-2021. Also, recognition of the APCO 33 Training Program Certification awarded to Alamance County 911 Central Communications.

The summaries of the awards/recognition are as follows:

**APCO (Association of Public Safety Communication Officials)
2021 Support Personnel of the Year**

Myra Williams

Myra Williams has excelled working as a Telecommunicator and Training Officer. She is excelling in her current role as the Quality Assurance Specialist. Myra was promoted out of a group of 15 other highly skilled applicants in the Winter of 2020. She is compassionate about the citizens, first-responders and her fellow team members. Even in her new role as the Q/A Specialist, Myra still ensures the shifts are covered and volunteers to work when knowing a shift is short due to a callout.

Myra Williams acts and is a positive shining light working as a Telecommunicator and Q/A Specialist in the midst of serious and stressful calls. She ensures all her team mates including myself are ok if she notices something could be wrong or they seem stressed. Myra has been there for other staff members when they have lost loved ones because that is the type of compassionate person she is. She is a role model for other Telecommunicators and a role model for anyone in any profession. I have never met a more genuine and positive person than Myra Williams and with that said she is more than deserving of this award.

**NENA (National Emergency Number Association)
2021 Communications Center Employee of the Year**

Taylor Smith

Taylor can be counted on to pick up shifts independently and at the request of supervisors whenever she is available, she rotates shifts and often makes extreme sacrifices in her schedule either to train new employees or to accommodate the needs of others. Taylor is one who consistently looks for ways to improve as a TC and always volunteers to be more active with outside agencies and engage in any available learning activities. Taylor can also be commended for always being one of the first to complete her monthly trainings with accuracy.

The hard work and determination that Taylor exemplifies on a daily basis does not go unnoticed. Many team members utilize her knowledge and strength when necessary, and she is depended upon to help the days go by a little smoother. Taylor does all of these incredible tasks with the most humbleness, and we are grateful to have someone like her on our team!

APCO 33 Training Program Certification

Alamance County Central Communications, NC has received Agency Training Program Certification, a Project 33® Initiative, from the Association of Public-Safety Communications Officials (APCO) International.

Public safety agencies use the APCO International Agency Training Program Certification as a formal mechanism to ensure their training programs meet APCO American National Standards (ANS). Initial and continuing training for public safety telecommunicators is important as they provide essential services to the public in an expanding and rapidly changing environment.

“The nature of the work performed by public safety telecommunicators continues to evolve, and effective initial training and continuing education are crucial to maintaining the skill set required to successfully execute day to day tasks,” said APCO International President Margie Moulin. “Successfully attaining APCO’s Agency Training Program Certification clearly demonstrates an agency’s commitment to the citizens and fellow responders.”



ALAMANCE COUNTY SHERIFF'S OFFICE

Terry S. Johnson
Sheriff

Cliff Parker
Chief Deputy

Jackie Fortner
Major

Steve Young
Major

David Sykes
Major

To: Bryan Hagood, County Manager

From: ACSO

Ref: Lifesaving Awards for August 2 BOC Mtg

Date: July 2, 2021

The Alamance County Sheriff's Office requests that the Board of Commissioners present three Lifesaving Awards at the August 2 meeting.

The summaries of the events are as follows:

On June 4, 2021, deputies responded to Pollard Avenue in reference to an overdose. Deputy Henley was unable to find a pulse on the victim and began to perform CPR. He then administered Narcan and continued to perform CPR until Elon Fire Department personnel arrived at the scene. The victim, who was still unconscious but at that point had a pulse, was then transported to the hospital for further treatment. Deputy Henley's fast response and actions helped to save a life that day.

On June 8, 2021, deputies responded to Deep Creek Church Road in reference to an overdose. Deputy Frye arrived on scene, assessed the situation, and administered a dosage of Narcan to Mr. Daniel Clark who was unconscious at the time. Moments later, Mr. Clark became responsive and began to walk and talk on his own. Without Deputy Frye's quick presence and willingness to act, Mr. Clark's fate may have changed.

Address

109 S Maple St
Graham, NC 27253

Phone Number

(336) 570-6300

Fax Number

(336) 227-0614

Website

alamance-nc.com/sheriff

Communication: Recognition of the Sheriff's Office Lifesaving Award Recipients (Recognition)



Alamance County Board of Commissioners

ACTION ITEM AGENDA ITEM

TO: Alamance County Board of Commissioners

MEETING DATE: 08/2/21

FROM: Tory Frink

DATE SUBMITTED:

DEPT: County Clerk

ISSUE/ACTION REQUESTED:

Consideration of the re-appointments of Matt Patel, Kathleen Geoffrion and Jessalynn Strauss to the Tourism Development Authority.

BACKGROUND/PURPOSE OF REQUEST:

Terms to expire on 8/31/2023.

FISCAL IMPACT:

COUNTY MANAGER’S RECOMMENDATION:

ATTACHMENTS:

ACTION OF THE BOARD OF COMMISSIONERS

RESULT: **APPROVED BY CONSENT VOTE [UNANIMOUS]**

MOVER: Steve Carter, Vice Chairman

SECONDER: William T Lashley, Commissioner

AYES: Paisley Jr, Carter, Thompson, Lashley, Turner



Alamance County Board of Commissioners

ACTION ITEM AGENDA ITEM

TO: Alamance County Board of Commissioners

MEETING DATE: 08/2/21

FROM: Jeremy Akins

DATE SUBMITTED: 07/23/21

DEPT: Tax

ISSUE/ACTION REQUESTED:

Approval of Tax Refunds, Releases and Elderly, Disabled Exemptions; Elderly Disabled Extensions

BACKGROUND/PURPOSE OF REQUEST:

Tax refunds, releases, and elderly, disabled exemptions as well as elderly, disabled extensions

FISCAL IMPACT:

COUNTY MANAGER'S RECOMMENDATION:

ATTACHMENTS:

Tax Refunds, Releases, and Exemption-Extensions July 2021 (PDF)

ACTION OF THE BOARD OF COMMISSIONERS

RESULT: APPROVED BY CONSENT VOTE [UNANIMOUS]

MOVER: Steve Carter, Vice Chairman

SECONDER: William T Lashley, Commissioner

AYES: Paisley Jr, Carter, Thompson, Lashley, Turner

DATE 7/23/21
TIME 17:52:21
USER APERKINS

BOARD REVIEW OF CORRECTED RECEIPTS REPORT
ALAMANCE COUNTY
DEPOSIT DATES 7/09/2021 THROUGH 7/23/2021

PAGE 1
PROG# CL2182

YEAR	TAXPAYER NAME	DEPOSIT DATE	RECEIPT	DIST	REAL	PERSONAL	M VEH	MV FEE	S WASTE	REASON	ABTCD
2017	TURBEVILLE MELINDA DIANE	7/23/2021	2794067	33		9.66				DID NOT OWN JAN	PPSLD
2017	TURBEVILLE MELINDA DIANE	7/23/2021	2794068	33		10.32				DID NOT OWN JAN	PPSLD
** YEAR TOTALS **						19.98					
2018	PORYADIN ANTON	7/23/2021	2913128	12		159.01				DID NOT OWN JAN	PPSLD
2018	TURBEVILLE MELINDA DIANE	7/23/2021	2899560	33		9.80				DID NOT OWN JAN	PPSLD
2018	TURBEVILLE MELINDA DIANE	7/23/2021	2899561	33		10.47				DID NOT OWN JAN	PPSLD
** YEAR TOTALS **						179.28					
2019	PORYADIN ANTON	7/23/2021	3023191	12		180.57				DID NOT OWN JAN	PPSLD
2019	STANLEY TERESA HILDRETH	7/14/2021	3046414	34		4.73				DID NOT OWN JAN	PPSLD
2019	TURBEVILLE MELINDA DIANE	7/23/2021	3010543	33		10.96				DID NOT OWN JAN	PPSLD
2019	TURBEVILLE MELINDA DIANE	7/23/2021	3010544	33		11.70				DID NOT OWN JAN	PPSLD
** YEAR TOTALS **						207.96					
2020	BRICE CALDWELL TURNER	7/14/2021	3146450	11		9.39				DID NOT OWN JAN	PPSLD
2020	FOSTER ROBERT B	7/15/2021	3155813	37		7.39				CORRECT RATE	NOBOC
2020	GREEN SHADE JUNIOR	7/16/2021	3178749	34		18.25				PAID ON ACC#0692	DBLST
2020	LAUGHLIN HAZEL C	7/15/2021	3165441	37	175.66					CORRECT RATE	NOBOC
2020	PORYADIN ANTON	7/23/2021	3131081	12		180.57				DID NOT OWN JAN	PPSLD
2020	ROBERTSON MAXINE WRIGHT	7/09/2021	3215014	37	31.64					CORRECT RATE	NOBOC
2020	STANLEY TERESA HILDRETH	7/14/2021	3158599	34		4.79				DID NOT OWN JAN	PPSLD
2020	TURBEVILLE MELINDA DIANE	7/23/2021	3119902	33		10.96				DID NOT OWN JAN	PPSLD
2020	TURBEVILLE MELINDA DIANE	7/23/2021	3119903	33		11.70				DID NOT OWN JAN	PPSLD
2020	TURNER TABITHA C	7/15/2021	3126844	37	214.41					CORRECT RATE	NOBOC
** YEAR TOTALS **						421.71	243.05				
2021	ARELLANO ERNESTO	7/23/2021	3273447	44		252.23				LISTED ON ACCT 0	DBLST
2021	BRANDENBURG PHILLIP D SR	7/21/2021	3311338	45	571.64					SCE EXEMPT	SCEQL
2021	BRICE CALDWELL TURNER	7/14/2021	3258433	11		9.26				DID NOT OWN JAN	PPSLD
2021	CITY OF MEBANE	7/13/2021	3223508	45		11.57				EXEMPT PROPERTY	PPVAL
2021	CITY OF MEBANE	7/13/2021	3223509	45		6.75				EXEMPT PROPERTY	PPVAL
2021	CITY OF MEBANE	7/13/2021	3223510	45		6.75				EXEMPT PROPERTY	PPVAL
2021	GRANITE MILL LLC	7/12/2021	3257695	16	3267.70					ABATE TO CORRECT	NOBOC
2021	JANNEY GUY DAMON JR	7/22/2021	3270831	16		8.42				CORRECTED BAD DI	WDIS
2021	JANNEY GUY DAMON JR	7/22/2021	3270832	16		6.90				CORRECTED BAD DI	WDIS
2021	JEWELL AMBER M	7/15/2021	3273530	40		255.38				DOUBLE LISTED	DBLST
2021	KNIGHT MICHAEL ROSS	7/21/2021	3260506	41		302.28				LISTED ON 069744	DBLST
2021	LEAHY SEAN PATRICK	7/23/2021	3258759	12		58.95				DID NOT OWN JAN	PPSLD
2021	LOPEZ DANIEL	7/19/2021	3248784	12		83.21				WRONG YEAR AND S	PPVAL
2021	MCDONALD SHARRON L	7/22/2021	3273523	181		34.25				CORRECTED MH VAL	WVAL
2021	MILLER FRANK	7/22/2021	3240794	14		36.07				OVER ASSESSMENT	PPVAL
2021	OTOOLE JOHN EDWARD	7/23/2021	3304510	12		1.64				DID NOT OWN JAN	PPSLD
2021	OTOOLE JOHN EDWARD	7/23/2021	3304511	12		1.87				DID NOT OWN JAN	PPSLD
2021	PORYADIN ANTON	7/23/2021	3243627	12		177.87				DID NOT OWN JAN	PPSLD
2021	QUIGLEY DAVID RAYMOND JR	7/23/2021	3223900	11		28.24				SOLD IN IN 2020	PPSLD
2021	QUIGLEY DAVID RAYMOND JR	7/23/2021	3223901	11		15.00				SOLD IN 2020	PPSLD
2021	QUIGLEY DAVID RAYMOND JR	7/23/2021	3223902	11		6.53				SOLD 2020	PPSLD

Attachment: Tax Refunds, Releases, and Exemption-Extensions July 2021 (2021-87 : Tax Department

DATE 7/23/21
TIME 17:52:21
USER APERKINS

BOARD REVIEW OF CORRECTED RECEIPTS REPORT
ALAMANCE COUNTY
DEPOSIT DATES 7/09/2021 THROUGH 7/23/2021

PAGE 2
PROG# CL2182

YEAR	TAXPAYER NAME	DEPOSIT DATE	RECEIPT	DIST	REAL	PERSONAL	M VEH	MV FEE	S WASTE	REASON	ABTCD	
2021	SELLARS CLIFTON/MARTHA	7/23/2021	3295327	35		33.36				LISTED TWICE SAM	DBLST	
2021	SMITH WILLIAM RAY	7/21/2021	3261506	15	569.76					SCE EXEMPT	SCEQL	
2021	SYSTEL BUSINESS EQUIPMENT CO	7/23/2021	3225315	12		71.73				LSTD UNDR WRNG S	BLERR	
2021	SYSTEL BUSINESS EQUIPMENT CO	7/23/2021	3225316	11		27.24				LSTD UNDR WRNG S	BLERR	
2021	TURBEVILLE MELINDA DIANE	7/23/2021	3232712	33		10.81				DID NOT OWN JAN	PPSLD	
2021	TURBEVILLE MELINDA DIANE	7/23/2021	3232713	33		11.55				DID NOT OWN JAN	PPSLD	
2021	WHITE GEORGE H & LILLIAN M	7/14/2021	3297248	33		13.04				LISTED ACCT# 070	PPVAL	
2021	WILLIAMS TERRY LYNN	7/15/2021	3215332	171		4.89				DID NOT OWN JAN	PPSLD	
2021	WILLIS CHRISTOPHER MICHAEL-DAV	7/23/2021	3314627	33		11.30				DID NOT OWN JAN	PPSLD	
2021	WILLIS CHRISTOPHER MICHAEL-DAV	7/23/2021	3314628	33		53.81				DID NOT OWN JAN	PPSLD	
2021	YORK CHARLES ERNEST III	7/23/2021	3281708	12		214.01				SOLD THE BOAT I	PPSLD	
2021	ZIMMER ANTHONY ROBERT	7/23/2021	3246203	33		125.32				TAXED IN VA	OCNTY	
2021	ZIMMER ANTHONY ROBERT	7/23/2021	3246204	33		54.67				TAXED IN VA	OCNTY	
** YEAR TOTALS **					4409.10	1934.90						
*** FINAL TOTALS ***					4830.81	2585.17						

*** NORMAL END OF JOB ***

Attachment: Tax Refunds, Releases, and Exemption-Extensions July 2021 (2021-87 : Tax Department

**Alamance County Board of Commissioners****ACTION ITEM AGENDA ITEM****TO:** Alamance County Board of Commissioners**MEETING DATE:** 08/2/21**FROM:** Clyde Albright**DATE SUBMITTED:****DEPT:** County Attorney**ISSUE/ACTION REQUESTED:**

Consideration of a request submitted by Ashley L. Carter, Attorney at Law for a refund in the amount of \$432.00 for overpayment of Excise Tax pursuant to NCGS 105-228.37.

BACKGROUND/PURPOSE OF REQUEST:

Ashley L. Carter, Attorney at Law, has requested a refund in the amount of \$432.00 for overpayment of excise tax that it paid recording a Deed of Trust on July 1, 2021. According to Ms. Carter's request, her office had already paid the excise tax on June 21, 2021.

The Board of County Commissioners is authorized pursuant to N.C.G.S. 105-228.37 to provide a refund to a taxpayer "who pays more (excise) tax than is due" on a conveyance of real estate. The Board of County Commissioners must conduct a hearing on a request for a refund pursuant to N.C.G.S. 105-228.37. The Board must give proper notice of a hearing to the taxpayer requesting a refund.

If after the hearing the Board finds that a refund is due, it should authorize the refund, together with any applicable interest to the taxpayer, and inform the Department of Revenue of the refund in accordance with N.C.G.S.105-228.37(c). Alamance County's Finance Department in conjunction with the Register of Deeds will handle any necessary administrative notice requirement to the Department of Revenue. If the Board finds that no refund is due, it must issue a written decision to the taxpayer informing the taxpayer that they may request a Department of Revenue review of the denial of the refund in accordance with N.C.G.S. 105-241.11.

FISCAL IMPACT:**COUNTY MANAGER'S RECOMMENDATION:****ATTACHMENTS:**

Atty Carter refund taxes 7-13-2021.pdf (PDF)

DOC072121.pdf (PDF)

ACTION OF THE BOARD OF COMMISSIONERS

RESULT:

APPROVED [UNANIMOUS]

MOVER:

Steve Carter, Vice Chairman

SECONDER:

Pamela Tyler Thompson, Commissioner

AYES:

Paisley Jr, Carter, Thompson, Lashley, Turner

MEMO

July 13, 2021

TO: Bryan Hagood

FR: Clyde Albright

RE: Request for Refund of Overpayment of Taxes

I have received a letter from attorney Ashley L. Carter, Attorney at Law, 2306-B South Church Street, Burlington, NC advising that on July 1, 2021 the Register of Deeds drafted her firm's operating account in error \$432.00 in taxes on parcel, Parcel ID number 114176. The taxes had been paid on June 21, 2021.

Ashley L. Carter, has now requested a refund in the amount of \$432.00 from the Alamance County Board of County Commissioners.

A proposed resolution is attached.

**RESOLUTION REFUNDING AMOUNTS PAID IN ERROR AND FURTHER
INSTRUCTING AND AUTHORIZING THE TAX COLLECTOR OF ALAMANCE
COUNTY TO PROCEED TO PAY THE REFUND TO THE CARTER LAW FIRM**

WHEREAS, the Alamance County Board of Commissioners is empowered by North Carolina law and equity to authorize a refund of taxes paid through clerical error; and

WHEREAS, the Alamance County Board of Commissioners has been contacted by Ashley L. Carter, Attorney at Law, 2306-B South Church Street, Burlington, NC and advised that Alamance County taxes in the amount of \$432.00 was paid on Parcel ID Number 114176 on June 21, 2021 and \$432.00 was paid again on July 1, 2021, in error.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED that the Alamance County Board of Commissioners authorizes and directs the Tax Collector of Alamance County to refund to Ashley L. Carter, Attorney at Law, 2306-B South Church Street, Burlington, NC, taxes paid in error in the amount of \$432.00.

This ___ day of July, 2021

ALAMANCE COUNTY

By: _____

John P. Paisley, Jr., Chair
Board of Commissioners

ATTEST:

Clerk to the
Board of Commissioners



2306-B S. Church Street Burlington, NC 27215
 Phone: 336-290-5228; Fax: 336-350-8748
 Email: Ashley@acarterlawfirm.com
 Cell: 336-420-3843

July 9, 2021

Alamance County Tax Department
 Attn: Board of Commissioners
 124 W. Elm Street
 Graham, NC 27253
Via Hand Delivery

Via Email to:

steve.carter@alamance-nc.com
john.paisley@alamance-nc.com
WT.Lashley@alamance-nc.com
pamela.thompson@alamance-nc.com
craig.turner@alamance-nc.com

RE: Deed for Clennie Wilson Scott, Jr. and Janice B. Scott
 Book 4188/page 624; Book 4182/ page 184
 FILE NO. 20210200

Dear Commissioners:

Pursuant to N.C.G.S. § 105-228.37, I am writing to request a refund of overpayment of the excise tax paid on the transfer of property for Clennie Wilson Scott, Jr. and Janice B. Scott.

On June 21, 2021 my office e-recorded a deed in book 4182, page 184 (Exhibit A) to transfer property at 2434 Cambridge Road in Burlington using the online platform Simplifile. At the time of recording, the Register of Deeds drafted my firm's operating account for \$463.00 of which \$432.00 represents the excise tax (Exhibit B).

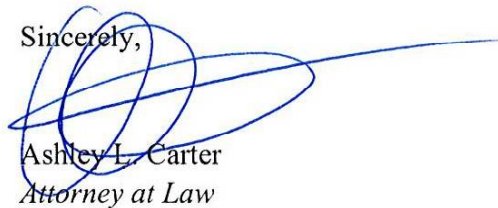
Attachment: Atty Carter refund taxes 7-13-2021 .pdf (2021-88 : Request for Excise Tax Refund)

On July 1, 2021 my office could not locate a copy of the recorded deed and thus e-recorded the deed, still in our possession, again in book 4188, page 624 (Exhibit C). At that time, we were charged an additional \$463.00 of which \$432.00 represents the excise tax (Exhibit D).

The deed should not have been recorded on July 1, 2021 and I sincerely apologize for the oversight. We inadvertently checked the old register of deeds website when we should have consulted the new website, where we would have seen that the deed had already been recorded. Because the excise tax was already paid on June 21, 2021, I am requesting a refund of the amount paid on July 1, 2021 in the amount of \$432.00.

Please do not hesitate to call or email with any questions.

Sincerely,

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

Ashley L. Carter
Attorney at Law

Enclosures: Exhibits A-D

Board of Commissioners

John Paisley, Jr, Chairman
 Steven J. Carter, Vice-Chairman
 Pamela Thompson
 William T. "Bill" Lashley
 Craig Turner

Alamance County

BOARD OF COMMISSIONERS
 124 West Elm Street
 Graham, NC 27253-2865

County Manager
 Bryan Hagood

County Attorney
 Clyde Albright

Clerk to the Board
 Tory M. Frink, NCMCC



Certified Mail Receipt # 7021 0350 0001 7264 5089
 July 20, 2021

Ms. Ashley L. Carter
 Carter Law Firm, PLLC
 2306-B S. Church Street
 Burlington, NC 27215

Dear Ms. Carter:

We are in receipt of your request for a refund of an overpayment of excise tax in the amount of \$432.00 in connection with an instrument that was e- recorded in the Alamance County Register of Deeds Office for Clennie Wilson Scott, Jr. and Janice B. Scott, recorded in Deed Book 4188, page 624; Book 4182, page 184.

This letter is to advise you that, as required by N.C.G.S. §105-228.37, a hearing has been scheduled regarding your request for a refund for overpayment of the \$432.00 excise tax amount before the Alamance County Board of Commissioners during its regular meeting on Monday, August 2, 2021 at 9:30am. You will have the opportunity to speak regarding your refund request at this hearing, if desired. The Board of Commissioners' meeting will be held in the Commissioners' Meeting Room located on the 2nd floor of the County Office Bldg., 124 West Elm Street, Graham, NC 27253.

Should you have any questions regarding this matter, please do not hesitate to contact me at (336) 228-1312 or by email at tory.frink@alamance-nc.com.

Sincerely,

Tory Frink, Clerk
 Alamance County Board of Commissioners

Attachment: DOC072121.pdf (2021-88 : Request for Excise Tax Refund)

COMPLETE THIS SECTION

Complete items 1, 2, and 3, indicate your name and address on the reverse that we can return the card to you. Attach this card to the back of the mailpiece, on the front if space permits.
 Article Addressed to:

Shley L. Carter
 Carter Law Firm
 2306-B S. Church St
 Burlington, NC 27215

9590 9402 6702 1060 4843 98

2. Article Number (Transfer from service label)
 7021 0350 0001 7264 5089
 PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 X A Carter [Signature] Addressee
 B. Received by (Printed Name) _____ C. Date of Delivery _____
 D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Adult Signature
 Adult Signature Restricted Delivery
 Certified Mail®
 Certified Mail Restricted Delivery
 Collect on Delivery
 Collect on Delivery Restricted Delivery
 Mail Restricted Delivery
 Priority Mail Express®
 Registered Mail™
 Registered Mail Restricted Delivery
 Signature Confirmation™
 Signature Confirmation Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

Official Use

For delivery information, visit our website at www.usps.com®

JUL 21 2021

7021 0350 0001 7264 5089

Certified Mail Fee \$ _____
 Extra Services & Fees (check box, add fee as appropriate)
 Return Receipt (hardcopy) \$ _____
 Return Receipt (electronic) \$ _____
 Certified Mail Restricted Delivery \$ _____
 Adult Signature Required \$ _____
 Adult Signature Restricted Delivery \$ _____
 Postage \$ _____
 Total Postage and Fees \$ 6.91

Postmark
 Here

Sent to ASLEY CARTER
 Street and Apt. No. or PO Box No. 2306B S. Church St
 City, State, ZIP+4® BURLINGTON NC
 PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



Alamance County Board of Commissioners
INFORMATION ITEM AGENDA ITEM

TO: Alamance County Board of Commissioners

MEETING DATE: 08/2/21

FROM: Richard Hill

DATE SUBMITTED: 07/27/21

DEPT: Landfill

ISSUE/ACTION REQUESTED:

Request the County Commissioner's to hear updated information on closed Swepsonville Landfill, Failed Liner/ Expansion/Pavement repair issues at Austin Quarter Landfill

BACKGROUND/PURPOSE OF REQUEST:

Alamance County Commissioner's Presentation Points

By Municipal Engineering Services Co. PA (MESCO)

Representatives Jay Zimmerman and Wayne Sullivan

1. Swepsonville Landfill - Jay Zimmerman to conduct PowerPoint Presentation
 - A. An updated review of the ground and surface water assessment at the closed Swepsonville Landfill will be discussed. The discussion will cover the background and history of the landfill and the most recent test results from surface and groundwater, particularly on the adjoining property. MESCO will also discuss the extent of what the State is approving for future monitoring and assessment.
2. Failed Liner Issues - Wayne Sullivan
 - A. Update of the soils testing within the damaged area for contaminants that might come into contact with leachate. There were 6 locations where soils samples were taken at 9-inch intervals for a total depth of 18 inches. The samples were sent to a lab and tested for a series of metals and volatile organic compounds (VOCs). There was no significant detection of either metals or VOCs above standard. The borrow site was found to have no significant detection of either metals or VOCs as well.
 - B. The State approved 4 locations within the area exposed, which was an area larger than the damaged area, after the rain cover was removed for testing of the materials used to build the landfill. The reason for the tests was to see if exposure to the elements since construction had any effect (degradation) on the materials used for construction. The materials tested were the top of the clay liner, geosynthetic clay liner (GCL), 60 mil HDPE Liner, and drainage net. The samples were sent to a lab, and the results show that there was no significant degradation of any of the existing materials including the clay soil liner.
 - C. MESCO has submitted a plan to the State for repair of the damaged area and perimeter. The plan includes testing and the use of different materials of construction that will limit

interface failure between the different elements. Once this plan is approved, the repair work can be done. The plan and the repair area will be discussed.

3. MSW Landfill - Phase 6 -- Wayne Sullivan

- A. Phase 6 is the expansion of the present landfill. It is going to be submitted to the State for a permit to construct 30 acres where the County is going to initially construct approximately 16 of the 30 acres. The 16 acres is referred to as Cell 1 of Phase 6. The update of the submission to the State for the permit will be discussed as well as the life expectancy of Cell 1 and the remaining 14 acres of Phase 6.

FISCAL IMPACT:

COUNTY MANAGER'S RECOMMENDATION:

ATTACHMENTS:

Swepsonville Assessment Presentation Update Final ver (PDF)

ACTION OF THE BOARD OF COMMISSIONERS

RESULT:

INFORMATIONAL

Swepsonville Closed Landfill Groundwater Assessment



S. Jay Zimmerman, P.G.
Municipal Engineering Services Company, P.A.

Attachment: Swepsonville Assessment Presentation Update Final ver (3265 :

Introduction

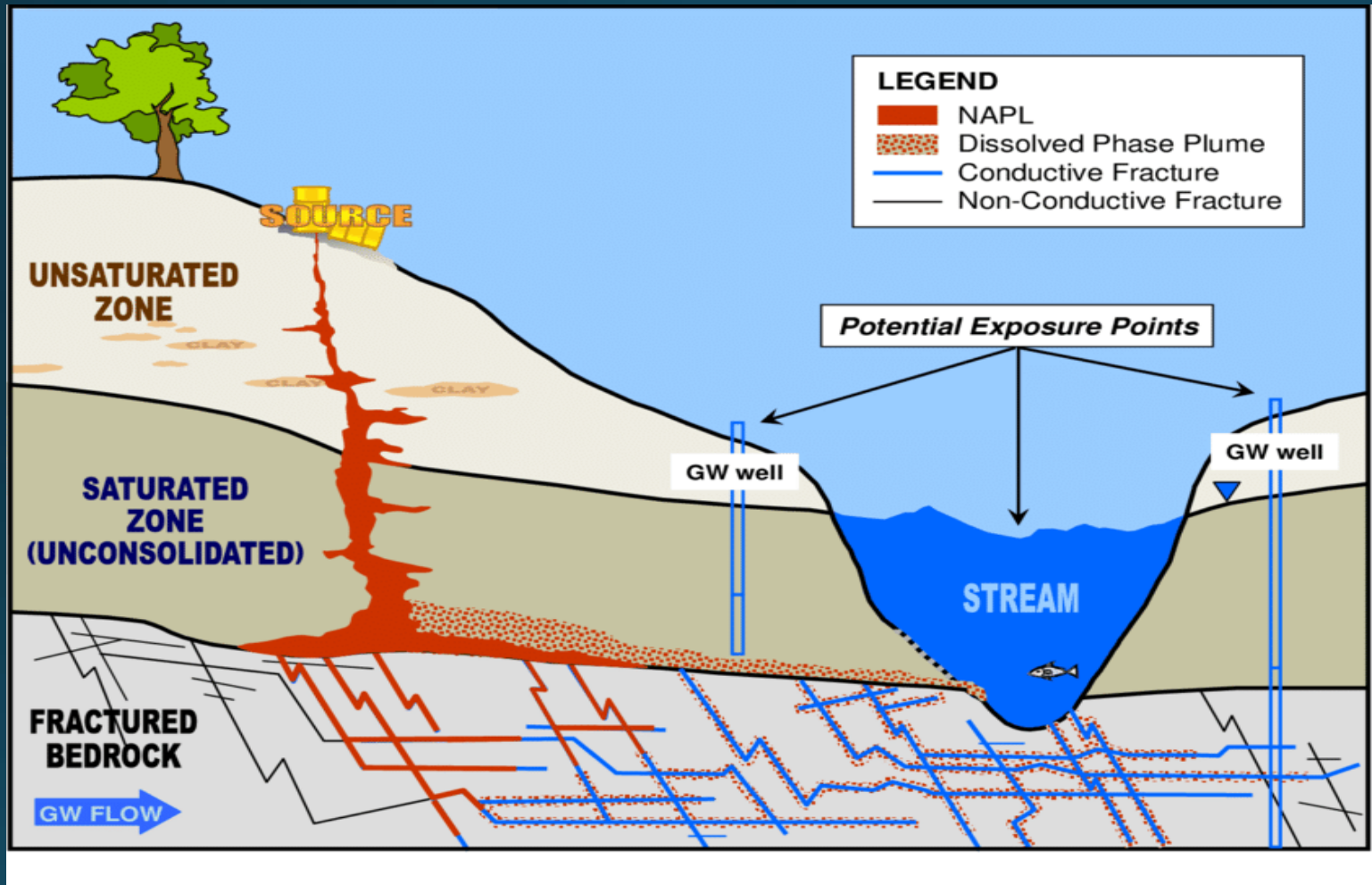
BACKGROUND

- ~1971 – Start of waste disposal
- ~1985 – Alamance County Health Department began monitoring nearby residential wells
- 1993 – Landfill closed prior to implementation of RCRA (Resource Conservation Recovery Act) Subtitle D Regulation
- 1993 - Routine Semi-Annual Groundwater Monitoring and Quarterly Landfill Gas Monitoring Initiated
- 1998 – Letter from DENR (Department of Environmental and Natural Resources) requesting assessment

Recent Assessment Activities

- June 2018 – Letter from DEQ (Department of Environmental Quality) requesting assessment.
- Nov./Dec. 2018 – June 2020 - Additional assessment activities initiated including:
 - Additional monitor well installations
 - Assessment of concrete pipe beneath the landfill
 - Stream flow and biological assessment of the stream below pipe discharge
- April 2021 - Per request from the DEQ, 2 additional monitor wells were installed on adjacent residential property. Groundwater and surface waters sampled.

Groundwater Flow



Ford, Robert & Brooks, Michael & Enfield, Carl & Kravitz, Michael. (2014).
Evaluating Potential Exposures to Ecological Receptors Due to Transport of Hydrophobic Organic Contaminants in Subsurface Systems.

Attachment: Swebsonville Assessment Presentation Update Final ver (3265 :

Assessment Activities May-July 2021

- May 2021 - Results shared with the DEQ and additional assessment requested.
- June 2021 - Briefed County Manager's office and County staff regarding additional work performed and request from the DEQ for continued assessment activities.
- July 2021 - Drafted workplan proposing additional monitor wells at up to 3 locations and collection of additional surface water samples.

Lab Results

Table 1
Groundwater and Surface Water Sample Detections on Wall Property
April 27, 2021, May 7, 2021, May 13, 2021, June 10, 2021 & July 13, 2021

Parameter Name	MDL	RL	2L SW Standard	2B, ISTV, EPA SW Standard	MCL	MW-2	AW-2	MW-2D	MW-10S	MW-10S	MW-10D	MW-10D	Wall	SW-A	SW-A	SW-A	SW-B	SW-C	SW-D				
						Monitoring Well	Monitoring Well	Monitoring Well	Monitoring Well	Monitoring Well	Monitoring Well	Monitoring Well	Monitoring Well	Drinking Supply Well	Surface Water	Surface Water	Surface Water	Surface Water	Surface Water	Surface Water	Surface Water	Surface Water	
						At Landfill	At Landfill	At Landfill	On Wall's	On Wall's	On Wall's	On Wall's	On Wall's	On Wall's	On Wall's	On Wall's	On Wall's	On Wall's	On Wall's	On Wall's	On Wall's	On Thompson's	On Thompson's
						Screened 7.5-12.5'	Screened 43-68'	Screened 7.5-12.5'	Screened 9-24'	Screened 9-24'	Screened 45-65'	Screened 45-65'	Total Depth 150'	Midstream	Surface Water	Downstream	Downstream	Downstream	Downstream	Spring			
IMAC Value						4/2/2021	4/2/2021	4/2/2021	4/27/2021	5/7/2021	4/27/2021	5/7/2021	5/13/2021	5/13/2021	5/14/2021	6/10/2021	6/10/2021	7/13/2021	7/13/2021				
Targeted 40CFR 268 Appendix I, 1,4-Dioxane and nitrate																							
Barium, total	3.5	5	700	21000	2000	190	290	59	59.1	-	27.8	-	90.4	136			-	-	71	85.9			
Beryllium, total	0.15	0.4	4		4	5	0.17 J																
Cadmium, total	0.13	0.5	2		5	0.33 J	0.17 J	0.66															
Chromium, total	1.3	5	10		100		5.2																
Nickel, total	3.7	5.3	100	25	NE	9.5	5.3							5.1						4.9 J			
Cobalt, total	1.3	5	1		NE	15	5.9																
Copper, total	4.5	5.3	1000		1300	2 J	20						30.8										
Arsenic, total	5	10.7	10	10	10		2.1							7.4 J ^{C9}									
Lead, total	0.25	1	15		15	23	1																
Vanadium, total	3.9	5	0.3		NE	4 J	15		6.1														
Zinc, total	10.1	10.7	1000		NE	6.6 J	13	56					20.4										
1,1-Dichloroethane	0.37	1	6		NE		7.7	26			21.8	23.8					0.52 J	2.7		1.8			
1,1-Dichloroethane	0.35	1	350		7	0.45 J	2.7	0.69 J			1.2	1.3											
1,2-Dichloroethane	0.32	1	0.4	9.9	5		2.1	0.77 J			0.61 J	0.69 J							0.46 J	0.54 J			
1,2-Dichlorobenzene	0.34	1	20	488 (sum total of chlorinated benzenes)	NE		0.99 J												0.37 J				
1,4-Dichlorobenzene	0.33	1	6		75	1.4	7.6	0.62 J			1	0.98 J		0.34					1.2	0.47 J			
Chlorobenzene	0.28	1	50		100	2.2	2.7				0.34 J	0.44 J							0.61 J	0.56 J			
1,2-Dichloropropane	0.36	1	0.6		5	0.65 J	6.1	3.7			2.4	2.5								0.57 J			
Benzene	0.34	1	1		5	1.1	0.61 J	0.56 J			0.74 J	0.86 J											
Chloroethane	0.65	1	3000		NE	0.44 J	5.7	0.71 J				0.82 J							1				
cis-1,2-Dichloroethane	0.29	1	70	60	70	17	100	8.2			12.6	14.8		3			1.8	15.4	0.9 J	7			
trans-1,2-Dichloroethane	0.4	1	100		100	0.51 J	3.1																
Methylene Chloride	0.4	1	5		5		0.53 J	0.56 J															
Tetrachloroethene	0.38	1	0.7		5		3.7	3.4			2.7	2.6								0.56 J			
Trichloroethene	0.38	1	3	2.5	5	6.4	15	3.8			2.9	2.8							1.1	1.3			
Vinyl chloride	0.39	1	0.03	0.025	2	4.5	12					0.83 J							1.4				
1,4-Dioxane	1.2	2	3	0.35	NE	14	75	20			10	10.2							7.7	8	11.7	1.8 J	1.7 J
Hardness (mg/L)	--	--	--	--	--	--	--	--	--	--	--	--	--	34.2	--	--	--	--	102.6	--	>564.3		
Nitrate (mg/L)	0.03	0.04	10	10	10	--	--	--	--	--	--	--	19.1	--	--	--	3	0.79	1.2	0.37			

Notes:
Units ug/L unless shown otherwise, Blank cells means not detected above MDL, -- means parameter not analyzed, NE means not established
Bold Above Established 2L/2B Std./IMAC Value which the NC SWS recognizes as the regulatory compliance Standard
Green Highlighted Above Established MCL Drinking Water Std. (No regulatory significance)
[Receiving surface water is Haw Creek \(16-20-4\). Class WS V, NSW.](#)
MDL = Adjusted Method Detection Limit established by the laboratory via a statistical calculation.
Since the MDL is below the point of calibration, results reported down to the MDL are not reliable and must be qualified as estimated values and, as such, carry a "J" qualifier designation.
RL = Reporting Limit defined by the laboratory as "the lowest concentration value that meets project requirements for quantitative data with known precision and bias for a specific analyte in a specific matrix."
2L = NC 2L Groundwater Standard 15A NCAC 02L .0202
IMAC=Interim Maximum Allowable Concentration in groundwater
MCL = Maximum Contaminant Level for drinking water established by the USEPA.
2B STD = North Carolina 15A NCAC 02B Water Quality Standards for Surface Waters. Presumed NC SWS adopted the numerical Standard for regulatory compliance purposes.
ISTV= North Carolina In-Stream Target Value. Established per language in 15A NCAC 02B .0202 & .0208. Contact DWR staff for further information.
EPA = EPA Nationally Recommended Water Quality Criteria for Aquatic Life & Human Health in surface waters.
[Receiving surface waters is Haw Creek \(16-20-4\). Class WS-V, NSW.](#)
J = "J-qualified". Defined by the lab as "Estimated concentration above the adjusted method detection limit and below the adjusted reporting limit".
C9 = Qualified by lab with "The same analyte was detected in an associated blank at a concentration above 1/2 the reporting limit but below the laboratory reporting limit."

Attachment: Swepsonville Assessment Presentation Update Final ver (3265 :

What is 1,4 – Dioxane?

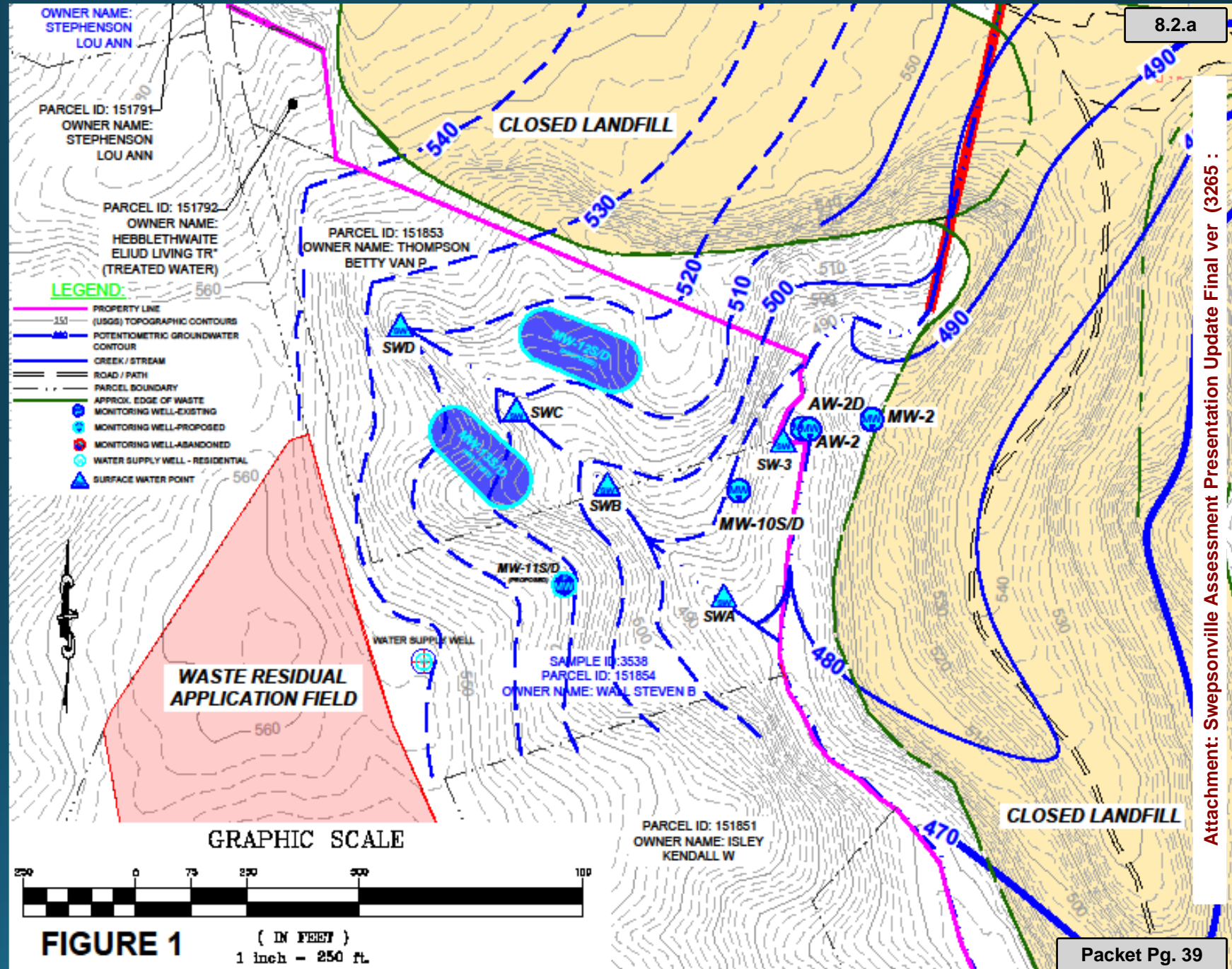
- Classified as an emerging contaminant by the US EPA.
- An industrial chemical used as a stabilizer for chlorinated solvents, paint strippers greases and waxes.
- May readily leach from soil into groundwater
- Frequently found in groundwater in areas where chlorinated solvents are present.
- North Carolina Groundwater Quality Standard is 3 micrograms per liter (3 ug/l).
- North Carolina Surface Water Instream Threshold Value is 0.35 ug/l for a water supply

Reference – US Environmental Protection Agency, November 2017, Technical Fact Sheet – 1,4 - Dioxane

What's Next?

- Install additional monitor wells (deep and shallow) on adjacent properties
- Conduct sampling of surface water and groundwater, and prepare report for submittal to Alamance County and the NC Division of Waste Management
- Evaluate need for additional assessment or remediation measures
- Continued monitoring of nearby residential water supply wells by Alamance County Health Dept.
- Consider options for alternate water supply

Area of Additional Investigation



Questions?

Austin Quarter Landfill Update



Wayne Sullivan
Municipal Engineering Services Company, P.A.

Austin Quarter Activities



Attachment: Swopeville Assessment Presentation Update Final ver (3265 :

WEST OF PUMP RISER SHORTLY AFTER RAIN COVER REMOVAL



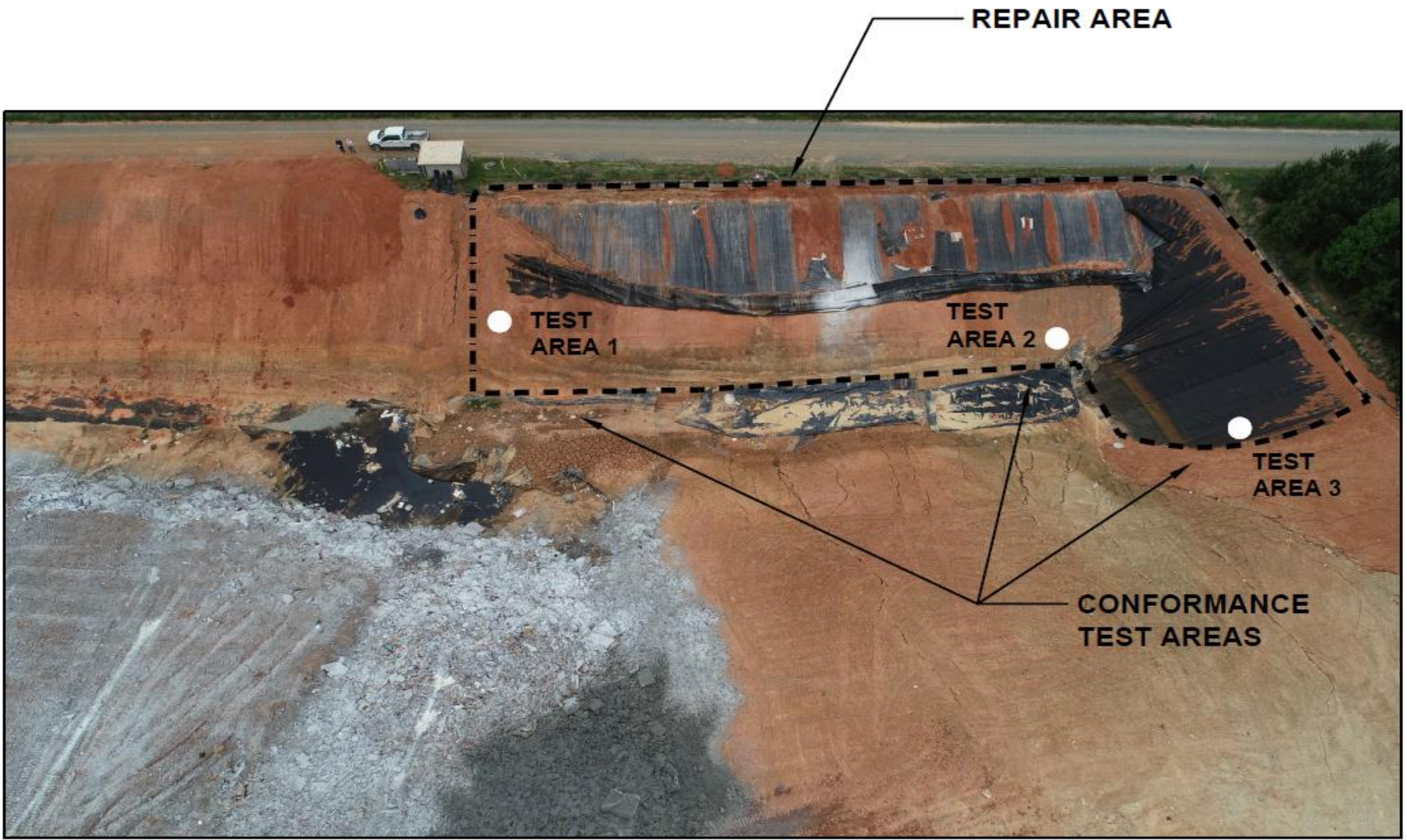
**ALAMANCE COUNTY
WEST RAIN COVER**

DATE: 5/6/20201 SHEET: 1 OF 2



**MUNICIPAL ENGINEERING
SERVICES COMPANY, P.A.**

68 SHIPWASH DRIVE, GARNER, NC 27529 • PHONE: 919-772-5393
P.O. BOX 349, BOONE, NC 28607 • PHONE: 828-262-1767
LICENSE NUMBER: C-0281



**ALAMANCE COUNTY
REPAIR AREA**

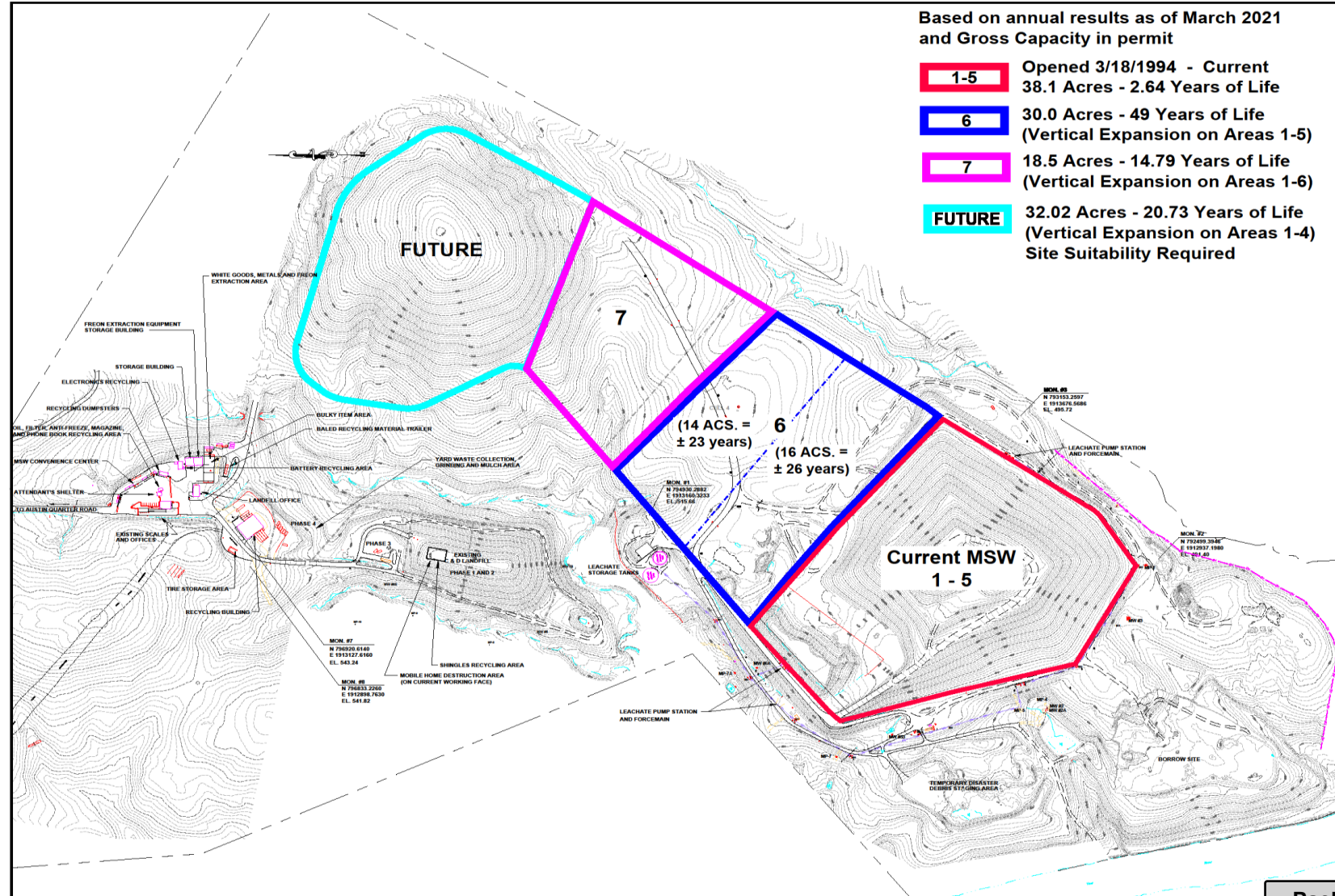
DATE: 5/6/20201 SHEET: 2 OF 2



**MUNICIPAL ENGINEERING
SERVICES COMPANY, P.A.**

68 SHIPWASH DRIVE, GARNER, NC 27529 · PHONE: 919-772-5393
P.O. BOX 349, BOONE, NC 28607 · PHONE: 828-262-1767
LICENSE NUMBER: C-02B1

MSW Landfill Phase 6



MUNICIPAL ENGINEERING SERVICES COMPANY, P.A.
 68 BIRNWOOD DRIVE, DARRHET, NC 27839 - PHONE: 919-772-8195
 48 BIRNWOOD DRIVE, DARRHET, NC 27837 - PHONE: 866-868-1787

**MUNICIPAL SOLID WASTE LANDFILL FACILITY
 ALAMANCE COUNTY
 NORTH CAROLINA**

DATE	5/20/2021
DRAWN BY	L. GARDNER
CHECKED BY	R. SATTANU
PROJECT NUMBER	021059
LIFE EXPECTANCY	AUSTIN QUARTER MSW LANDFILL

Attachment: Swepsonville Assessment Presentation Update Final ver (3265 :

Questions?

Attachment: Swepsonville Assessment Presentation Update Final ver (3265 :



Alamance County Board of Commissioners
INFORMATION ITEM AGENDA ITEM

TO: Alamance County Board of Commissioners

MEETING DATE: 08/2/21

FROM: Bryan Hagood

DATE SUBMITTED:

DEPT: County Manager

ISSUE/ACTION REQUESTED:

The Board of Commissioners will receive information pertaining to COVID-19.

BACKGROUND/PURPOSE OF REQUEST:

Alamance County Health Director, Tony LoGiudice, will present the latest information pertaining to COVID-19 to the Board of Commissioners.

For more information please contact Alamance County Manager Bryan Hagood at 336-570-4044.

FISCAL IMPACT:

COUNTY MANAGER'S RECOMMENDATION:

ATTACHMENTS:

ACTION OF THE BOARD OF COMMISSIONERS

RESULT:

INFORMATIONAL



Alamance County Board of Commissioners
INFORMATION ITEM AGENDA ITEM

TO: Alamance County Board of Commissioners

MEETING DATE: 08/2/21

FROM: Bryan Hagood

DATE SUBMITTED:

DEPT: County Manager

ISSUE/ACTION REQUESTED:

The Board of Commissioners will receive information pertaining to the American Rescue Plan and it's application to Alamance County.

BACKGROUND/PURPOSE OF REQUEST:

Andrea Rollins, Budget and Management Director, will present an overview of the most current information pertaining to the American Rescue Plan. Information presented will include criteria from both the US Treasury and the State of North Carolina. Alamance County-specific details will be provided, as will needed next steps for the Board to consider.

For more information please contact Andrea Rollins, Budget and Management Director, at 336-570-4041.

FISCAL IMPACT:

COUNTY MANAGER'S RECOMMENDATION:

ATTACHMENTS:

ARP Overview BOC Presentation 8-2-21 (PDF)

ACTION OF THE BOARD OF COMMISSIONERS

RESULT:

INFORMATIONAL

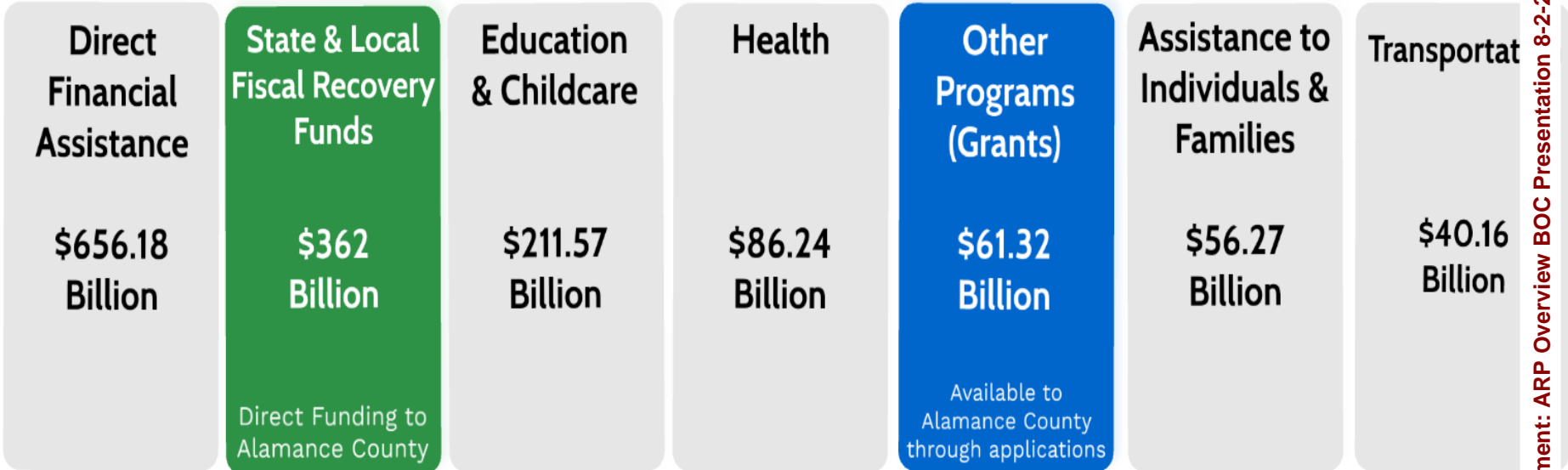
AMERICAN RESCUE PLAN ACT OF 2021 (ARP)

Andrea Rollins
Budget & Management Director
August 2, 2021

American Rescue Plan Act of 2021

(H.R. 1319)

\$1.9 Trillion



Attachment: ARP Overview BOC Presentation 8-2-21 (3261 : American Rescue Plan

Other Programs (Grants)

Other Programs (Grants)

\$61.32 Billion

Emergency Connectivity Fund (Schools & Libraries)

\$7.17 Billion

Disaster Relief Fund

\$50 Billion

Emergency Food & Shelter Program

\$400 Million

Humanitarian Relief

\$110 Million

Assistance to Firefighter Grants

\$100 Million

Staffing for Adequate Fire & Emergency Response (SAFER) Grants

\$200 Million

Emergency Management Performance Grants

\$100 Million

Economic Development Assistance Programs

\$3 Billion

Environmental Justice Grants

\$50 Million

Categorical Grants - Air Pollution

\$50 Million

National Endowment for the Arts

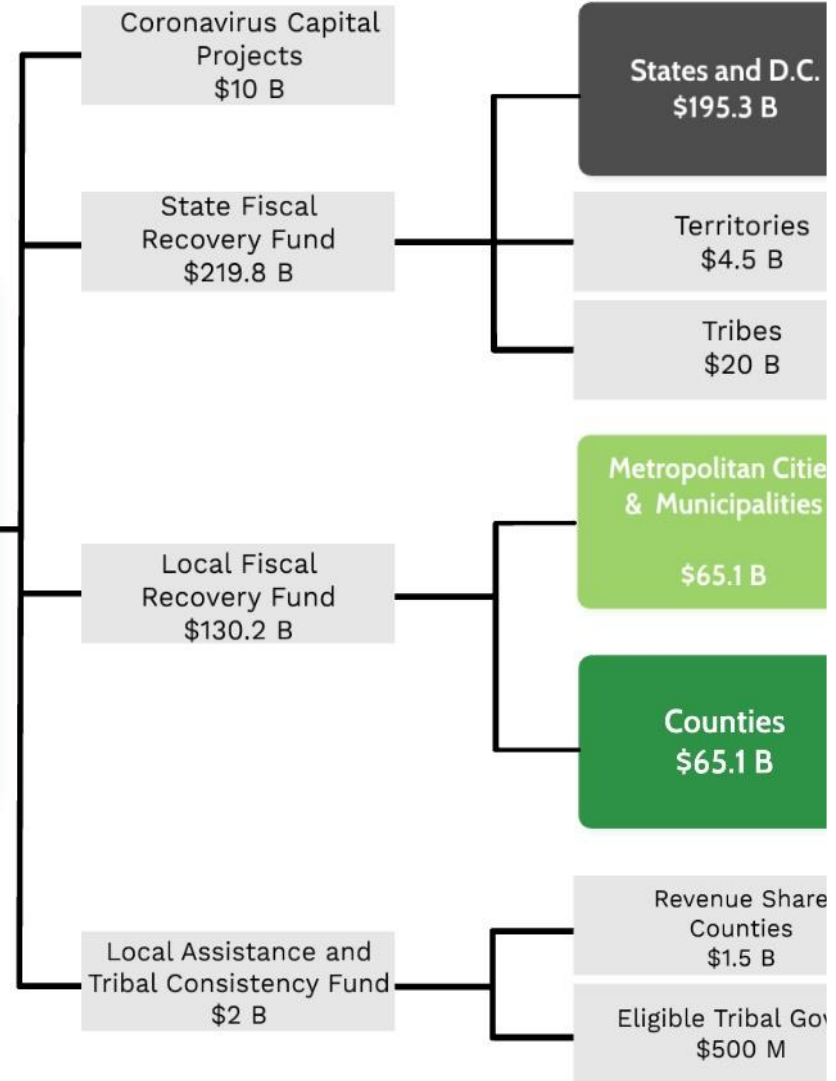
\$135 Million



State & Local Fiscal Recovery Funds

Subtitle M - Sec. 9001

\$362 Billion



Attachment: ARP Overview BOC Presentation 8-2-21 (3261 : American Rescue Plan

Local Government Funding Categories

1. **Support public health expenditures**, by funding COVID-19 mitigation efforts
 2. **Address negative economic impacts caused by the public health emergency**
 3. **Replace lost public sector revenue**
 4. **Provide premium pay for essential workers**
 5. **Invest in water, sewer, and broadband infrastructure**
- ❖ **Ineligible Costs** – i.e. Debt payments, pensions, lawsuits & settlements

ARP – NORTH CAROLINA

ARP & North Carolina

- The State of North Carolina is expected to receive \$5.4 billion from ARP and is developing a state-level ARP Plan for those funds to be released Sep 2021.
- The General Assembly may choose to budget 100% of ARP funds for state use or may appropriate monies from the State's ARP allocation to local governments, certain special districts or public authorities.
- U.S. Treasury rules allow States to set additional local expenditure parameters for ARP funds that are disbursed by NCPRO.

Gov. Cooper's Proposed ARP Budget

State of North Carolina

Governor Cooper's Proposed ARP Budget
May 19, 2021

\$5.4 Billion in Direct Funding

\$277 Million additional funding for the
Coronavirus Capital Projects Fund

Assisting Individuals
and Families
Hardest Hit

\$1.3 Billion

Upgrading
Infrastructure

\$2.3 Billion

Broadband- \$1.2 Billion
Coronavirus Capital Project
Fund- \$277 Million

Preparing the
Workforce

\$1 Billion

Promoting Business
Development and
Innovation

\$680 Million

Positioning Government
to Best Serve North
Carolinians

\$312 Million

Governor Cooper's
Proposed American
Rescue Plan Budget

[https://www.osbm.nc.gov/
media/1882/download?
attachment](https://www.osbm.nc.gov/media/1882/download?attachment)



LGC Recommendation

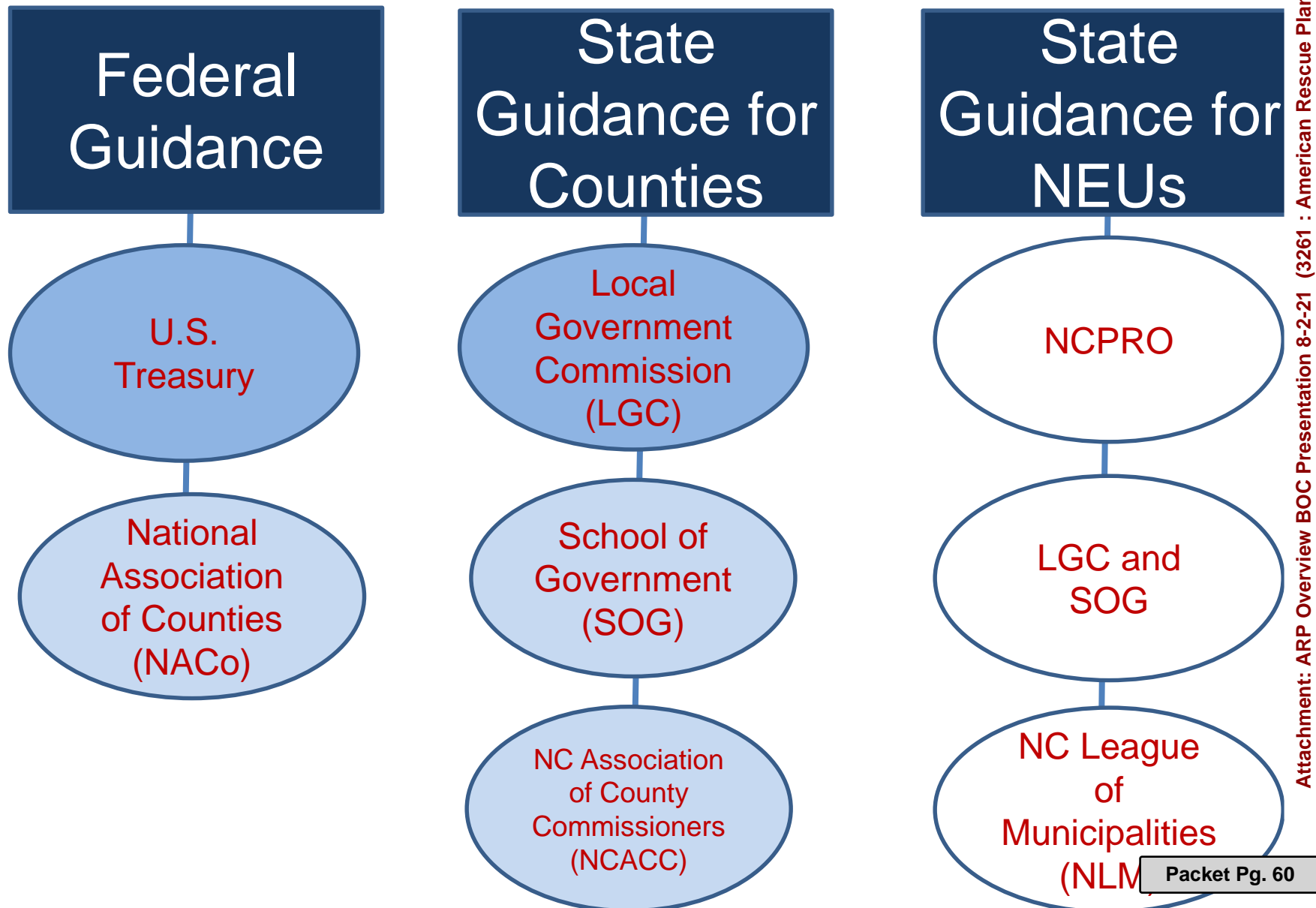
- Local Government Commission recommends local government look for opportunities to align with the State plan
- North Carolina's final ARP plan may be released in Sep 2021
- Link to Governor's ARP Budget:
<https://www.osbm.nc.gov/media/1882/open>

ARP - ALAMANCE COUNTY

Alamance County ARP Funds

- Alamance County ARP allocation \$32,925,136.00
- Received \$16,462,568.00, the first tranche, on May 19, 2021.
- Second tranche may be received in May 2022.
- Spending subject to federal guidelines of ARPA as further defined by the U.S. Treasury
- Spending also subject to North Carolina spending authority (NCGS 160A-17.1) and NC fiscal controls (NCGS 159, Art. 3)

Guidance for Alamance County



Examples of NC Local Government Limitations

- **Grants to Nonprofits:** Grants prohibited but contracts allowed
- **Premium Pay:** Counties have specific state parameters for employee compensation. No state authority for premium pay to private businesses.
- **Broadband:** Currently, counties do not have authority to construct or fund broadband infrastructure, except as needed for county operations.
- **Does Allow: local government partnerships**

Alamance County ARP Guiding Principles

- Eligible under both ARP and NC Statutes
- Focus on one-time investments vs recurring expenditures
- Focus on projects where County can leverage other federal/state funds
- Consideration given to projects located in low-to-moderate income areas of our community (i.e. QCT)
- Consider funding projects that are inclusive & to the benefit of all
- Focus on projects that address Board goals

Alamance County ARP Strategic Actions (1)

- Presentation ARP Overview - April 19, 2021 BOC meeting included an ARP Strategic Action Plan.
- Alamance County ARP Guidance document (available on website) developed from the following sources: U.S. Treasury, NACO, NCACC, SOG, LGC, NCPRO, NLM
- Bi-weekly reports on strategic initiative actions
- Provided responses to questions from media, residents, and other community stakeholders

Alamance County ARP Strategic Actions (2)

- Contacted all municipalities to open lines of communication and share ARP information
- Stakeholder discussions conducted with all County department and certain nonprofit agencies
- Created a list of all suggested initiatives or funding requests from County departments and County-funded agencies in order to investigate ARP eligibility status

Alamance County ARP Strategic Actions (3)

- Compiled a list of agencies that have already communicated their stakeholder interest
- Participated in ongoing oversight of the Alamance Recovery Loan program
- Participated in initial meetings for a proposed broadband initiative (Digital Inclusion Alliance)
- Received, budgeted, and invested the initial tranche = \$16,462,568.00

Local Government Funding Categories

1. **Support public health expenditures**
 2. **Address negative economic impacts caused by the public health emergency**
 3. **Replace lost public sector revenue**
 4. **Provide premium pay for essential workers**
 5. **Invest in water, sewer, and broadband infrastructure**
- ❖ **Ineligible Costs** – i.e. Debt payments, pensions, lawsuits & settlements

Category 1: Support Public Health

Examples of services and programs to contain and mitigate the spread of COVID-19, including:

- Public Health equipment, new personnel, and data system
- Capital investments in public facilities to meet pandemic operational needs
- Payroll and covered benefits for public health, healthcare, human services, and public safety staff to the extent that they worked on the COVID-19 response since March 3, 2021.

Category 1: Support Mental Health

Services to address behavioral healthcare needs exacerbated by the pandemic, including:

- Treatment programs and facility support for Substance misuse, behavioral and mental health
- Crisis intervention programs
- Services or outreach to promote access to health and social services

Category 2: Addressing Negative Economic Impacts

Addressing the Negative Economic Impacts Caused by the Public Health Emergency includes:

1. **Delivering assistance to workers and families**, including aid to unemployed workers and job training, as well as aid to households facing food, housing, or other financial insecurity. In addition, these funds can support survivor's benefits for family members of COVID-19 victims.
2. **Supporting small businesses** – Small Business Loan Program and Small Business Center
3. **Speeding the recovery of the tourism, travel, and hospitality sectors.**
4. **Rebuilding public sector capacity.**

Category 2: Addressing Negative Economic Impacts

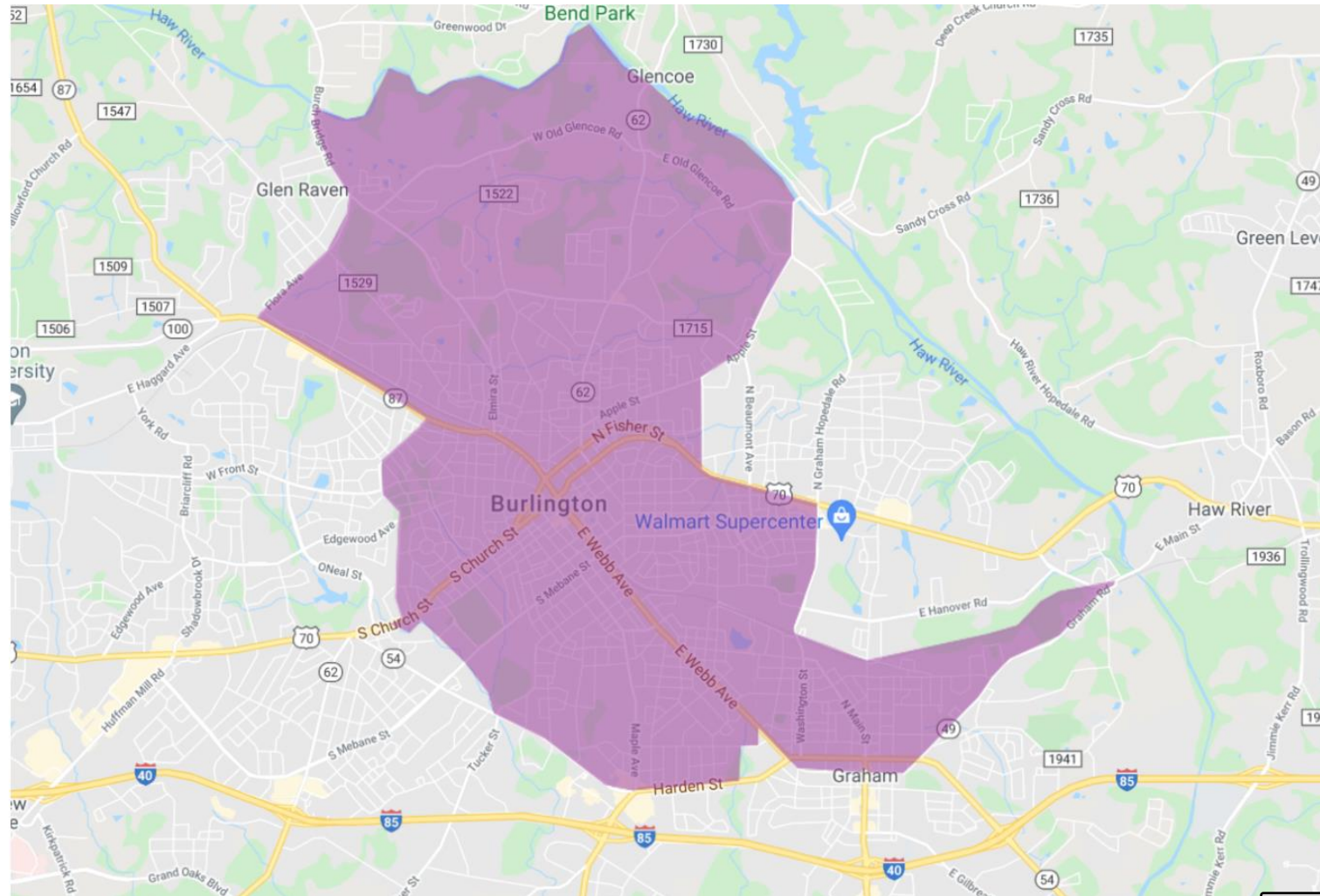
Serving the Hardest-hit Communities & Families

- Governments may support additional services if they are provided within a **Qualified Census Tract** (see map) or, with additional documentation, in other Low-to-moderate-income areas:

(which is a low-income area as designated by the Department of Housing and Urban Development);

- To families living in Qualified Census Tracts (QCT);
- By a Tribal government; or,
- To other populations, households, or geographic areas disproportionately impacted by the pandemic.

Qualified Census Tract (QCT) for Alamance County



Attachment: ARP Overview BOC Presentation 8-2-21 (3261 : American Rescue Plan

Category 3: Revenue Replacement

- Based on the Dec. 31 2020 revenues, Alamance County reports no revenue loss per the ARP calculation
- Can recalculate revenues annually on the following dates: December 31, 2021; December 31, 2022; and December 31, 2023.

Category 4: Premium Pay for Essential Workers

- Premium pay may be retroactive or prospective pay and it may either be in the form of a pay increase or a bonus.
- Counties may provide premium pay retroactively, dating back to the start of the public health emergency on January 27, 2020
- An individual who teleworked from a residence may not receive premium pay.
- Premium pay has been defined as an amount up to \$13 per hour in addition to wages or remuneration the worker otherwise receives and in an aggregate amount not to exceed \$25,000 per eligible worker.
- The U.S. Treasury recommends Counties should prioritize low- and moderate-income persons, with additional written justification needed for essential workers above 150 percent of the residing state's average annual wage for all occupations or their residing county's average annual wage, whichever is higher.

Category 5: Investing in Broadband and Water & Sewer Infrastructure

- Investments in broadband be made in areas that are currently unserved or underserved areas subject to ARP and North Carolina limitations.
- Broadband projects are being explored while we wait for further state guidance.
- Recipients may invest in wastewater infrastructure projects, including constructing publicly-owned treatment infrastructure, managing and treating stormwater or subsurface drainage water, facilitating water reuse, and securing publicly-owned treatment works.
- Projects to investigate may include water & sewer access for certain ABSS schools and the ACC Training Center.

NCACC Broadband Updates

Broadband – Legislative Proposals

SB 689

(County Broadband Authority)

- Filed in Senate
- Would authorize counties to levy property taxes for broadband purposes
- Would authorize counties to use federal funds (Local Fiscal Recovery Funds) for broadband grants
- Would authorize counties to build broadband infrastructure and sell or lease to a private or nonprofit provider
- Also requires the replacement of utility poles under certain conditions



HB 947

(G.R.E.A.T. Broadband Expansion Act)

- Passed the House
- Would create Completing Access to Broadband (CAB) Fund (intends to fund with 100 million in State ARP funds) for counties to select a broadband service provider, through a bid process, to build infrastructure for unserved and underserved areas
- Requires coordination with State Broadband Office for site selection in areas not otherwise utilizing federal funds or G.R.E.A.T. grants. DIT retains site selection authority and providers can request project scope modifications from county
- Counties responsible for at least 35% of project cost (ARP funds), with provider cost share based on the amount county receives in ARP funds
- Allocates \$350 million and expands G.R.E.A.T. grant eligibility to rural census tracts in any county and authorizes counties to use ARP funding or unrestricted GF balance as program financial match

Alamance Digital Inclusion Alliance

- Impact Alamance & Piedmont Triad Regional Council are working to form a countywide Digital Inclusion Coalition focused on building a strategic plan that promotes affordable high-speed home broadband, devices, digital literacy training and technical support.
- First step is to assess the digital divide in localities within Alamance County.
- Plans to share findings with BOC and subsequently to North Carolina Department of Information Technology (NCDIT) to connect with wider state broadband initiatives. Current revision of the State budget includes \$1.2 billion for digital inclusion efforts.
- Coalition includes:

Alamance County,	ABSS,	City of Burlington,
City of Graham,	City of Mebane,	Town of Elon,
Town of Green Level,	United Way,	Alamance Chamber,
ACC,	Elon University,	Dream Center,
Healthy Alamance,	Alamance Achieves,	Bton Housing Authority

NCDIT Broadband Survey

SLOW internet?
NO internet?
We need to know.



The N.C. Broadband Survey is designed to gather information on locations without adequate internet access and speeds in our community.



For Homes & Businesses
WITH Internet Service

Visit NCBroadband.gov/Survey
to take the survey now.



For Homes & Businesses
WITHOUT Internet Service

Text "**internet**" to **919-750-0553**.
Standard text messaging rates
will apply.

Your feedback directly impacts
grant and infrastructure funding
in your community.

NCDIT | NORTH CAROLINA
DEPARTMENT OF
INFORMATION
TECHNOLOGY
Broadband Infrastructure Office

- Alamance County residents encouraged to take NC Broadband Infrastructure Office's broadband survey.
- Cannot build broadband infrastructure or apply to grants without this information.
- 373 households in Alamance County have taken the survey (0.6% of the County's households).
- If there is one survey in one's lifetime to fill out, this would be that survey.

Alamance County ARP Communication

- <https://www.alamance-nc.com/arp/> includes a new page with ARP info.

The screenshot shows the Alamance County North Carolina website. The header includes the county logo and the text "Alamance County North Carolina". The navigation menu includes "Home", "Government", "Departments", "About Us", "e-Services", "Connect", and "COVID-19". A dropdown menu is open under "Government", listing "County Commissioners", "County Manager", "Ordinances", "Organizational Chart", "County Gov Academy", and "Our Employees". The "American Rescue Plan" link is circled in blue. Below the menu, there are three survey options: "For Homes & Businesses WITH Internet Service" (marked with a green check), "For Homes & Businesses WITHOUT Internet Service" (marked with a red X), and "For Homes & Businesses WITHOUT Texting Capability" (marked with a red X). The footer contains the text "Your feedback directly impacts grant and infrastructure funding in your community." and the NCDIT logo.

Alamance County
North Carolina

Home Government Departments About Us e-Services Connect COVID-19

County Commissioners +

County Manager +

Ordinances

Organizational Chart

County Gov Academy

Our Employees

Performance Management

Strategic Plan

American Rescue Plan

For Homes & Businesses **WITH** Internet Service
Visit [NCBroadband.gov/Survey](https://www.ncbroadband.gov/survey) to take the survey now.

For Homes & Businesses **WITHOUT** Internet Service
Text "Internet" to 919-750-0553. Standard text messaging rates will apply.

For Homes & Businesses **WITHOUT** Texting Capability
Place a **Voice Call** to 919-750-0553 and use the interactive voice response system.

Your feedback directly impacts grant and infrastructure funding in your community.

NCDIT NORTH CAROLINA DEPARTMENT OF INFORMATION TECHNOLOGY
Broadband Infrastructure Office

Packet Pg. 78

Next Steps

Develop Alamance County ARP Plan

- Update ARP Strategic Plan - Action Steps
- Review community needs and stakeholder input
- Match community needs with all sources of ARP and other funding (federal/state/local)
- Coordinate County ARP plan with state and municipal plans
- Communicate Alamance County ARP plans
- Funding Considerations

ARP – U.S. TREASURY REFERENCE MATERIALS

ARP Overview

American Rescue Plan Act of 2021 (ARP)

- Federal law enacted March 11, 2021
- Provides \$1.9 trillion in federal stimulus funding
- Funding to individuals, businesses, education, transportation, nonprofit agencies, state and local governments
- Distributed to States and local governments in two tranches
 - The first distribution is within 60 days of enacting the law
 - The second distribution a year after the first

ARP Timeline

- Funds may cover eligible costs generally between **March 3, 2021 and December 31, 2024** with the following parameters or exceptions:
 - Funds must be **INCURRED** (i.e. obligated) by December 31, 2024
 - Funds must be **EXPENDED** with all WORK PERFORMED and COMPLETED by December 31, 2026

Reporting Requirements

- U.S. Treasury released the initial Interim Final Rule guidance on May 10, 2021 inviting questions and comments due July 16, 2021. The Interim Final Rule will then be revised and finalized.
- The U.S. Treasury will oversee the reporting requirements of the ARP funding for all U.S. counties regardless of population size and municipalities with over 50,000 residents.
- The NC Pandemic Recovery Office (NCPRO) will oversee the reporting of municipalities with less than 50,000 residents (non-entitlement units or NEUs).

U.S. Treasury Guidance

Office of Recovery Programs

Treasury Guidance

Interim Final Rule

FAQs

Fact Sheet



DEPARTMENT OF THE TREASURY
 31 CFR Part 35
 RIN 1505-AC77
Coronavirus State and Local Fiscal Recovery Funds
 AGENCY: Department of the Treasury.
 ACTION: Interim final rule.
 SUMMARY: The Secretary of the Treasury (Treasury) is issuing this interim final rule to implement the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund established under the American Rescue Plan Act.
 DATES: *Effective date:* The provisions in this interim final rule are effective on the date of publication in the FEDERAL REGISTER.
Comment date: Comments must be received on or before [INSERT DATE 60 DAYS AFTER DATE OF PUBLICATION IN THE FEDERAL REGISTER].
 ADDRESSES: Please submit comments electronically through the Federal eRulemaking Portal at <http://www.regulations.gov>. Comments can be mailed to the Office of the Under Secretary for Domestic Finance, Department of the Treasury, 1500 Pennsylvania Avenue, NW, Washington, DC 20220. Because postal mail may be subject to processing delay, it is recommended that you use electronic submission.

AS OF JUNE 24, 2021

Coronavirus State and Local Fiscal Recovery Funds
Frequently Asked Questions
 AS OF JUNE 24, 2021

This document contains answers to frequently asked questions regarding the Coronavirus State and Local Fiscal Recovery Funds (CSFRF / CLFRF, or Fiscal Recovery Funds). Treasury is updating this document periodically in response to questions received from stakeholders. Recipients and stakeholders should consult the [Interim Final Rule](#) for additional information.

- For overall information about the program, including information on requesting assistance, please see <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-and-tribal-governments>.
- For general questions about CSFRF / CLFRF, please email SLFRF@treasury.gov.
- Treasury is seeking comment on all aspects of the Interim Final Rule. Stakeholders are encouraged to submit comments electronically through the Federal eRulemaking Portal (<https://www.regulations.gov/document/TREAS-DO-2021-0008-0002>) on or before June 16, 2021. Please be advised that comments received will be part of the public record and subject to public disclosure. Do not disclose any information in your comment or supporting materials that you consider confidential or inappropriate for public disclosure.

Questions added 5/27/21: 1.5, 1.6, 2.13, 2.14, 2.15, 3.9, 4.5, 4.6, 10.3, 10.4 (noted with "6/17")
 Questions added 6/8/21: 2.16, 3.10, 3.11, 3.12, 4.7, 6.7, 8.2, 9.4, 9.5, 10.5 (noted with "6/23")
 Questions added 6/17/21: 6.8, 6.9, 6.10, 6.11 (noted with "6/17")
 Questions added 6/23/21: 1.7, 2.17, 2.18, 2.19, 2.20, 3.1 (appendix), 3.13, 4.8, 6.12 (noted with "6/23")

FACT SHEET: The Coronavirus State and Local Fiscal Recovery Funds Will Deliver \$350 Billion for State, Local, Territorial, and Tribal Governments to Respond to the COVID-19 Emergency and Bring Back Jobs

May 10, 2021

Aid to state, local, territorial, and Tribal governments will help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery

Today, the U.S. Department of the Treasury announced the launch of the Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021, to provide \$350 billion in emergency funding for eligible state, local, territorial, and Tribal governments. Treasury also released details on how these funds can be used to respond to acute pandemic response needs, fill revenue shortfalls among these governments, and support the communities and populations hardest-hit by the COVID-19 crisis. With the launch of the Coronavirus State and Local Fiscal Recovery Funds, eligible jurisdictions will be able to access this funding in the coming days to address these needs.

State, local, territorial, and Tribal governments have been on the frontlines of responding to the immense public health and economic needs created by this crisis – from standing up vaccination sites to supporting small businesses – even as these governments confronted revenue shortfalls during the downturn. As a result, these governments have endured unprecedented strains, forcing many to make untenable choices between laying off educators, firefighters, and other frontline workers or failing to provide other services that communities rely on. Faced with these challenges, state and local governments have cut over 1 million jobs since the beginning of the crisis. The experience of prior economic downturns has shown that budget pressures like these often result in prolonged fiscal austerity that can slow an economic recovery.

To support the immediate pandemic response, bring back jobs, and lay the groundwork for a strong and equitable recovery, the American Rescue Plan Act of 2021 established the Coronavirus State and Local Fiscal Recovery Funds, designed to deliver \$350 billion to state, local, territorial, and Tribal governments to bolster their response to the COVID-19 emergency and its economic impacts. Today, Treasury is launching this much-needed relief to:

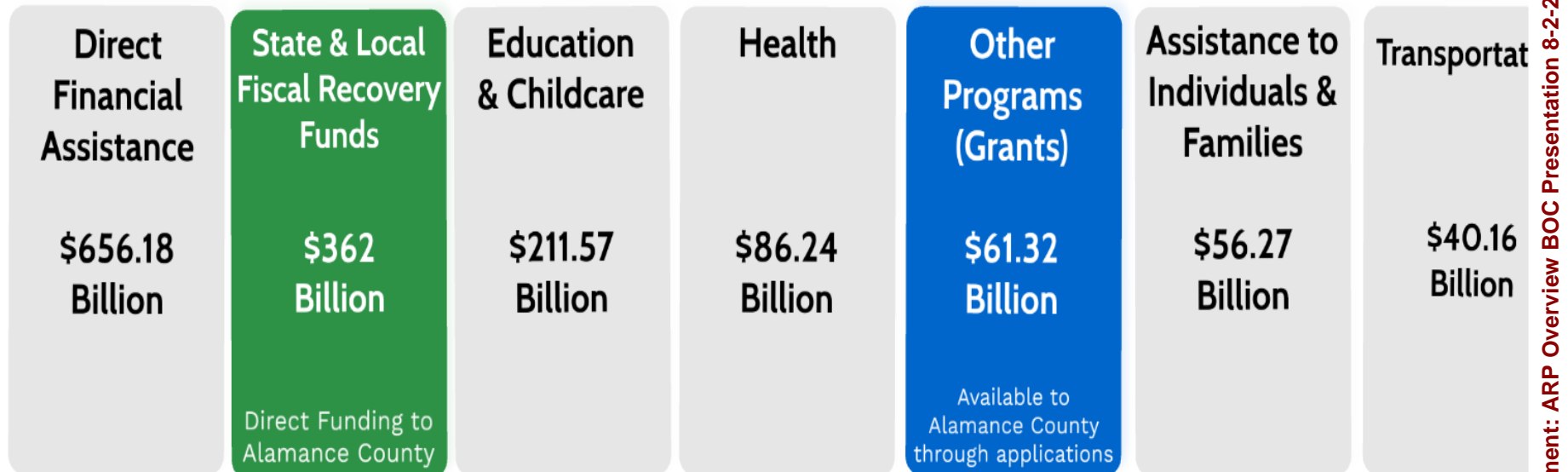


\$1.9 Trillion ARP Intended Use

- Intended for transformative projects
- Direct Financial Assistance – individuals and business
- **Coronavirus State & Local Fiscal Recover Funds (CSLFRF) - Pandemic recovery assistance for state and local government.**
- Education and Childcare
- Health – Mental and Public Health programming
- **Other Programs - Federal grants**
- Transportation infrastructure projects
- Assistance to Individuals & Families (SNAP, WIC, Elder Justice)

American Rescue Plan Act of 2021

(H.R. 1319)
\$1.9 Trillion



Direct Financial Assistance
\$656.18
Billion

Stimulus
Checks

Unemployment

Paycheck
Protection
Program

Economic
Injury
Disaster
Loan
Program

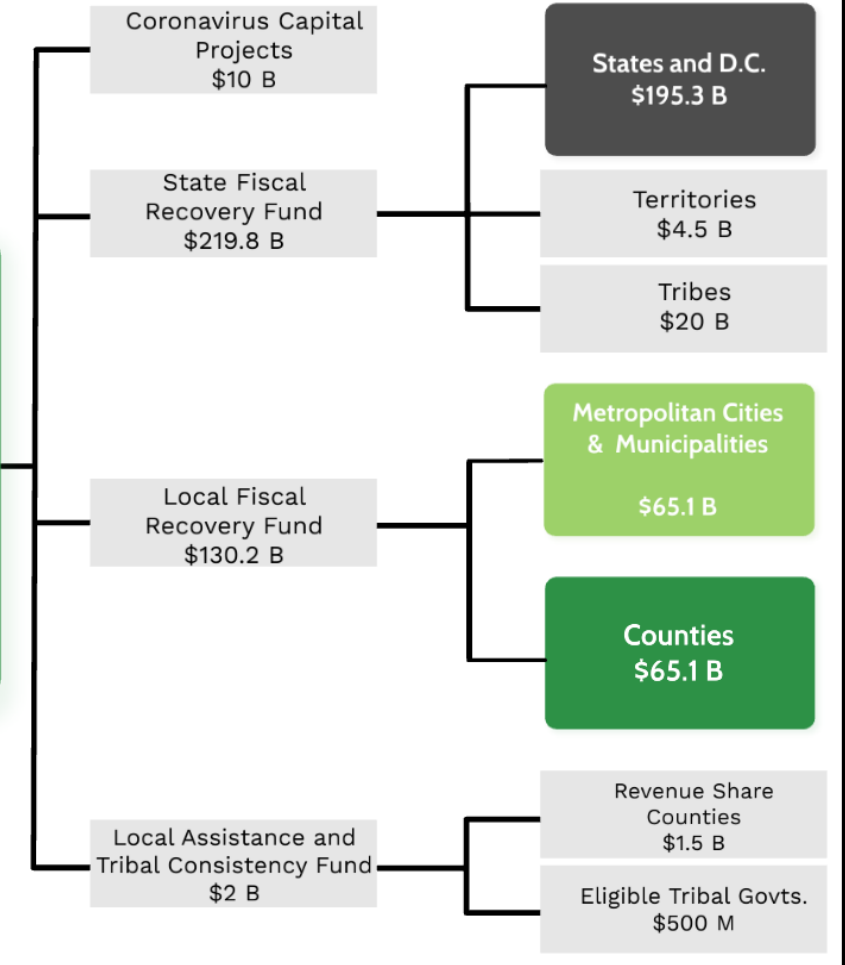
Tax
Credits

Fraud
Prevention



State & Local Fiscal Recovery Funds

Subtitle M - Sec. 9001
\$362 Billion



Education and Childcare

\$211.57 Billion

- Education Stabilization Fund
- Child Care and Development Block Grant (CCDBG)
- Child Care Entitlements to States
- Child Care Stabilization Fund
- Low Income Home Energy Assistance Program (LIHEAP)
- Low-Income Household Drinking Water and Waste-water Assistance (LIHWAP)
- Head Start
- National Child Traumatic Stress Network

Health (\$86.24 Billion)

1. Emergency Rural Development Grants for Rural Health Care
2. Certified Community Behavioral Health Clinic Expansion Grant Program
3. Youth Suicide Prevention Programs
4. Community Mental Health Services Block Grant
5. Substance Abuse Prevention and Treatment Block Grant
6. Community-based Funding for Local Substance Use Disorder Services
7. Community-based Funding for Local Behavioral Health Needs
8. Project Aware
9. Community Health Centers
10. Public Health Workforce
11. National Health Service Corps
12. Nurse Corps
13. Teaching Health Centers- Graduate Medical Education
14. Mental and Behavioral Health Training
15. Grants for Health Care Providers to Promote Mental and Behavioral Health
16. Behavioral Health Workforce Education and Training
17. Pediatric Mental Health Care Access
18. Grants to States, Localities, Tribes for Testing
19. Grants to States, Localities, Tribes for Vaccines
20. State Nursing Home Strike Teams
21. Vaccine Confidence Education
22. Provider Relief Fund



Other Programs (Grants)

\$61.32 Billion

Emergency Connectivity Fund (Schools & Libraries)

\$7.17 Billion

Disaster Relief Fund

\$50 Billion

Emergency Food & Shelter Program

\$400 Million

Humanitarian Relief

\$110 Million

Assistance to Firefighter Grants

\$100 Million

Staffing for Adequate Fire & Emergency Response (SAFER) Grants

\$200 Million

Emergency Management Performance Grants

\$100 Million

Economic Development Assistance Programs

\$3 Billion

Environmental Justice Grants

\$50 Million

Categorical Grants - Air Pollution

\$50 Million

National Endowment for the Arts

\$135 Million



Assistance to Individuals & Families

\$56.27 Billion

1. SNAP State Administration
2. SNAP 15% Benefit Increase Extension
3. Supplemental Nutrition Assistance for Women, Infants, Children (WIC)
4. Pandemic EBT Program Extension
5. Nutrition Assistance for U.S. Territories
6. Commodity Supplemental Food Program
7. Veterans Affairs
8. Individuals with Disabilities Education Act (IDEA)
9. Family Violence Prevention and Services
10. Community-Based Child Abuse Prevention
11. Child Abuse Prevention and Treatment State Grants
12. Pandemic Emergency Assistance
13. Older Americans Act (OAA) Programs
14. Elder Justice Act Programs
15. Maternal, Infant and Early Childhood Home Visitation
16. Family Planning
17. Tenant Based Rental Assistance
18. Homelessness Assistance
19. Homeowner Assistance Fund
20. Emergency Rental Assistance
21. Rural Housing



10. Community-Based Child Abuse Prevention

Transportation

\$40.16 Billion

Relief for
Airports

Transit
Infrastructure
Grants

Amtrak



ARP Funding Streams

American Rescue Plan Act Funding Streams



Assistance to Families and Workers

Economic Impact Payments

- Continued payments began by CARES Act.
- ARPA provides third round of payments directly to families.

Unemployment Compensation

- ARPA waives first federal income taxes on the first \$10,200 of unemployment benefits received in 2020 by individuals with adjusted gross incomes less than \$150,000.

Child Tax Credit

- ARPA expands this by supplementing the earnings of families receiving the tax credit, and making it available to more families.
- Credit amount is increased, is now fully refundable, and allows 17 year olds to qualify (previously, only children 16 and under qualified).

Assistance to State, Local & Tribal Governments

Capital Projects Fund

- \$10 billion to provide funding to carry out critical capital projects.
- Eligible projects will include high-quality broadband and other connectivity infrastructure.
- Treasury will begin to accept applications for review in summer 2021 and will issue guidance before that date.

Homeowners Assistance Fund

- Provides \$10 billion nationwide.
- Appropriates \$273.3 million to N.C.
- May be used for assistance with mortgage payments, homeowner's insurance, utility payments and other specified purposes.
- Launches in summer 2021 and is led in N.C. by the NC Housing Finance Agency.

Emergency Rental Assistance

- Provides \$21.6 billion to assist households that are unable to pay rent and utilities due to the COVID-19 crisis.
- Allocates \$702.9 million to N.C.

State Small Business Credit Initiative

- Provides \$10 billion to state and Tribal governments to fund small business credit expansion initiatives.

Coronavirus State and Local Fiscal Recovery Funds

- Provides \$350 billion in emergency funding to states and local governments.
- Local FRF has four broad eligible uses: responses and adaptations to the public health emergency and its economic effects; premium pay to essential workers; cover revenue loss; and infrastructure investments.
- Funds flow directly from Treasury to states, counties and large municipalities. They flow through the State to non-entitlement units (NEUs) - typically cities of 50,000 residents or less.
- NEUs in N.C. are allotted \$705.3 million.

Assistance to Small Businesses

Small Business Tax Credit Programs

- ARPA extends several critical tax benefits, including the Employee Retention Credit and Paid Leave Credit to small businesses.
- Employee Retention Credit extends to December 2021 and allows businesses to offset their current payroll tax liabilities by up to \$7,000 per employee per quarter.
- ARPA extends the Paid Leave Credit through September 2021 for small and midsize businesses that offer paid leave to employees.



Alamance County
\$ 32,925,136.00

Source: <https://home.treasury.gov/policy-issues/coronavirus>

Local Government Funding Categories

1. **Support public health expenditures**, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
 2. **Address negative economic impacts caused by the public health emergency**, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
 3. **Replace lost public sector revenue**, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
 4. **Provide premium pay for essential workers**, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
 5. **Invest in water, sewer, and broadband infrastructure**, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.
- ❖ **Ineligible Costs** – i.e. Debt payments, pensions, lawsuits & settlements

Category 1: Support Public Health

Mitigating the impact of COVID-19 continues to require an unprecedented public health response from state, local, territorial, and Tribal governments.

Services and programs to contain and mitigate the spread of COVID-19, including:

- Public communication efforts
- Vaccination programs, PPE purchases, Medical expenses
- Testing, Contact tracing, Isolation or quarantine, Monitoring for variants
- Support for vulnerable populations to access medical or public health services
- Enhancement of healthcare capacity, including alternative care facilities
- Support for prevention, mitigation, or other services in congregate living facilities and schools
- Enhancement of public health data systems
- Capital investments in public facilities to meet pandemic operational needs
- Ventilation improvements in key settings like healthcare facilities
- Payroll and covered benefits for public health, healthcare, human services, and public safety staff to the extent that they worked on the COVID-19 response

Category 1: Support Public Health Payroll

ARP FISCAL RECOVERY FUND GUIDANCE

- Funds may be used for payroll/benefits for public, safety, public health, health care, human services and similar employees
- Funds can be used to support the payroll/benefits **for the portion of the employee's time that is dedicated to responding to COVID-19**
- Counties may consider public health/safety employees to be entirely devoted to mitigating/responding to COVID-19, and are fully recovered, **if the employee, or his/her operating unit or division, is primarily dedicated to responding to the COVID-19 public health emergency.**

CARES ACT CRF GUIDANCE

- As a matter of administrative convenience in light of the emergency nature of this program, **state, territorial, local or tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency**, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise
- **All costs of such employee may be covered** using payments from the Fund

Category 1: Support Mental Health

Mitigating the impact of COVID-19 continues to require an unprecedented public health response from state, local, territorial, and Tribal governments.

Services to address behavioral healthcare needs exacerbated by the pandemic, including:

- Mental health treatment
- Substance misuse treatment
- Other behavioral health services
- Hotlines or warmlines
- Crisis intervention
- Services or outreach to promote access to health and social services

Category 2: Addressing Negative Economic Impacts

Addressing the Negative Economic Impacts Caused by the Public Health Emergency includes:

1. **Delivering assistance to workers and families**, including aid to unemployed workers and job training, as well as aid to households facing food, housing, or other financial insecurity. In addition, these funds can support survivor's benefits for family members of COVID-19 victims.
2. **Supporting small businesses**, helping them to address financial challenges caused by the pandemic and to make investments in COVID-19 prevention and mitigation tactics, as well as to provide technical assistance.
3. **Speeding the recovery of the tourism, travel, and hospitality sectors**, supporting industries that were particularly hard-hit by the COVID-19 emergency and are just now beginning to mend. Similarly impacted sectors within a local area are also eligible for support.
4. **Rebuilding public sector capacity**, by rehiring public sector staff and replenishing unemployment insurance

Category 2: Addressing Negative Economic Impacts

Serving the Hardest-hit Communities & Families (QCT)

Eligible services include:

1. **Addressing health disparities and the social determinants of health**, through funding for community health workers, public benefits navigators, remediation of lead hazards, and community violence intervention programs;
2. **Investments in housing and neighborhoods**, such as services to address individuals experiencing homelessness, affordable housing development, housing vouchers, and residential counseling and housing navigation assistance to facilitate moves to neighborhoods with high economic opportunity;
3. **Addressing educational disparities** through new or expanded early learning services, providing additional resources to high-poverty school districts, and offering educational services like tutoring or afterschool programs as well as services to address social, emotional, and mental health needs; and,
4. **Promoting healthy childhood environments**, including new or expanded high quality childcare, home visiting programs for families with young children, and enhanced services for child welfare-involved families and foster youth.

Category 3: Revenue Replacement

Replacing Lost Public Sector Revenue

- Counties may use Recovery Funds for the provision of “government services” to the **extent of the reduction in revenue experienced due to the COVID-19 public health emergency**. This means that the amount determined as “lost revenue” may be used for most regular government purposes, ***except for activities such as rainy day or reserve funds and for debt service payments.***

Category 3: Revenue Replacement Rules

Replacing Lost Public Sector Revenue

- Analysis of this expected trend begins by estimating how revenues should have trended without a pandemic.
- The revenues received in FY18-19, which was the last full fiscal year prior to the public health emergency, are increased by a growth rate which can be the higher of:
 1. The recipient's average annual revenue growth over the three full fiscal years prior to the public health emergency
 2. 4.1%, the national average state and local revenue growth rate from 2015-18 (the latest available data).

Category 4: Premium Pay for Essential Workers

Recipients may use ARP funding to provide premium pay directly, or through grants to private employers, to a broad range of essential workers who must be physically present at their jobs including, among others:

- Staff at nursing homes, hospitals, and home-care settings
- Workers at farms, food production facilities, grocery stores, and restaurants
- Janitors and sanitation workers
- Public health and safety staff
- Truck drivers, transit staff, and warehouse workers
- Childcare workers, educators, and school staff
- Social service and human services staff

Category 4: Premium Pay Limitations

- An individual who teleworked from a residence may not receive premium pay.
- Premium pay has been defined as an amount up to \$13 per hour in addition to wages or remuneration the worker otherwise receives and in an aggregate amount not to exceed \$25,000 per eligible worker.
- The U.S. Treasury recommends Counties should prioritize low- and moderate-income persons, with additional written justification needed for essential workers above 150 percent of the residing state's average annual wage for all occupations or their residing county's average annual wage, whichever is higher.

Category 5: Investing in Broadband and Water & Sewer Infrastructure

- Investments in broadband be made in areas that are currently unserved or underserved areas that lack a wireline connection that reliably delivers minimum speeds of 25 Mbps download and 3 Mbps upload.
- Recipients may also use ARP funding to invest in wastewater infrastructure projects, including constructing publicly-owned treatment infrastructure, managing and treating stormwater or subsurface drainage water, facilitating water reuse, and securing publicly-owned treatment works.

Category 5: Investing in Broadband Infrastructure

- Recipients are also encouraged to prioritize projects that achieve last-mile connections to households and businesses.
- Using these funds, recipients generally should build broadband infrastructure with modern technologies in mind, specifically those projects that deliver services offering reliable 100 Mbps download and 100 Mbps upload speeds, unless impracticable due to topography, geography, or financial cost.
- In addition, recipients are encouraged to pursue fiber optic investments.
- In view of the wide disparities in broadband access, **assistance to households to support internet access or digital literacy is an eligible use to respond to the public health and negative economic impacts of the pandemic**, as detailed above.

Ineligible Expenses

Funds May Not Be Used For:

- **Backfilling pension funds.**
- A **state or territory may not offset a reduction in net tax revenue** caused by the recipients change in law, regulation or administrative interpretation.
- **Using funds for non-federal match** when barred by another federal regulation or statute, including EPA's Clean Water SRF, Drinking Water SRF, Economic Development Administration Medicaid.
- **Funding debt service**, including costs associated with tax anticipation notes (TANs) or issuing short-term revenue.
- **Legal settlement** or judgements.
- **Deposits to rainy day funds** or financial reserves.
- **General infrastructure** spending outside of water, sewer and broadband investments or above the amount allocated under "revenue loss" recoupment provision.
- **General economic development or workforce development activities**, unless they directly address negative economic impacts of the public health emergency or related to the "loss" provision.

ARP for NC State and Local Government

- U.S. Treasury allocated \$2 billion directly to all NC counties and allocated \$668 million directly to NC metropolitan cities (26 cities with over 50,000 population including City of Burlington).
- U.S. Treasury allocated \$705 million for NC municipalities with less than 50,000 in population (Non-entitlement units (NEUs). This funding was not disbursed directly to the NEUs but given to the State of NC (handled by NCPRO) to distribute.
- Separate from the county and municipal allocations, the State of North Carolina was allocated \$5.4 billion.
- Some units of government were not allocated funding but may receive funds from the State allocation. (i.e. authorities & special districts)

Examples of NC Local Government Limitations

- Grants to Nonprofits:** A NC local government may not simply grant, appropriate, or donate monies to nonprofit entities, even if it only uses ARP dollars. Under current law, a local government may contract with a private individual or entity to carry out an activity/program/project that the local government has statutory authority to undertake.
- Premium Pay:** Counties, in particular, need to be careful in how premium pay is structured because of statutory prohibitions on reducing the compensation of certain employees, including sheriff office employees and register of deed employees. County commissioners also do not have direct control over the compensation of certain county employees, including election office employees (other than the director of elections). The ARP also allows a local government to give grants to private sector employees to provide premium pay to their essential workers. However, there is no clear state statutory authority for a local government to do this.
- Broadband:** The state law authority for broadband is much more limited. Currently, counties do not have authority to construct or fund broadband infrastructure, except as needed for county operations Pursuant to G.S. 153A-459 (enacted by SL 2019-111). Municipalities have authority to fund broadband (and construct broadband infrastructure) as a public enterprise, see *BellSouth Telecommunications, Inc. v. City of Laurinburg*, 606 S.E.2d 721 (2005), but the General Assembly severely curtailed that authority several years ago.
- Does Allow: local government partnerships!** Under state law, there also is broad authority for a local government to enter into an interlocal agreement with another government entity to accomplish a public purpose that the local government has statutory authority to undertake. See **G.S. Ch. 160A, Art. 20.**

ARP Municipal Estimate

Keep in mind: this funding is separate from the County's allocation.

Funding Allocation for Municipalities

State	Municipality Name	Type	
Grand Total			\$29,127,285.68
North Carolina	Alamance village, North Carolina	-	\$304,928.99
	Burlington, North Carolina	Metro City	\$11,757,160.80
	Elon town, North Carolina	-	\$3,579,550.31
	Gibsonville town, North Carolina	-	\$2,147,671.66
	Graham city, North Carolina	-	\$4,578,617.08
	Green Level town, North Carolina	-	\$680,676.42
	Haw River town, North Carolina	-	\$741,837.80
	Mebane city, North Carolina	-	\$4,758,882.20
	Ossipee town, North Carolina	-	\$172,949.17
	Swepsonville town, North Carolina	-	\$405,011.25

Information from North Carolina League of Municipalities



Alamance County Board of Commissioners
INFORMATION ITEM AGENDA ITEM

TO: Alamance County Board of Commissioners

MEETING DATE: 08/2/21

FROM: Bryan Hagood

DATE SUBMITTED:

DEPT: County Manager

ISSUE/ACTION REQUESTED:

The Alamance County Board of Commissioners will hear information pertaining to potential uses of American Rescue Plan funding.

BACKGROUND/PURPOSE OF REQUEST:

Alamance County staff have reviewed existing interim guidance from the US Treasury and State of North Carolina pertaining to the potential use of American Rescue Plan funds. Staff have also met with Alamance County Department Heads and several partner Non-Profit agencies to solicit input on potential uses of the County's ARP funding from the agencies' known needs and perspectives. The Commissioners will review potential immediate ARP funding opportunities, future ARP project information, and possible ARP funding reimbursement for spending incurred in FY 20-21.

For more information please contact Alamance County Manager Bryan Hagood.

FISCAL IMPACT:

COUNTY MANAGER'S RECOMMENDATION:

ATTACHMENTS:

ARP Funding Considerations - BOC Presentation 8-2-21 (BH) (PDF)

ACTION OF THE BOARD OF COMMISSIONERS

RESULT:

APPROVED [UNANIMOUS]

MOVER:

John Paisley Jr, Chairman

SECONDER:

Pamela Tyler Thompson, Commissioner

AYES:

Paisley Jr, Carter, Thompson, Lashley, Turner

ALAMANCE COUNTY AMERICAN RESCUE PLAN ACT FUNDING CONSIDERATIONS

Bryan Hagood
County Manager
August 2, 2021

Ala Co ARP Funding Considerations

- Ala Co staff engaged Co Dept leaders and partner non-profits
- Part of early community and stakeholder input
- Reviewed information from all groups
- Categorized results as Immediate or Future Funding Potential
- Based on known costs and ARP/State eligibility
- Included reimbursement possibility

Immediate Funding Considerations \$1,025,764

Eligible costs per the “Support Public Health” category

- Funding for Mental Health Agency Contracts
 - Family Abuse Services \$106,725 (\$35,575/year)
 - Crossroads Sexual Assault Response \$225,000 (\$75,000/year)
- Funding for Public Health Expenditures:
 - Health Software for Detention Center \$49,860
 - Ultraviolet Sanitizers for ambulances \$130,000 (\$65,000 initial and \$65,000 replacement)
- Funding for New Positions (Positions end in 3 years)
 - Communicable Disease Nurse \$213,723 (\$69,835 FY21-22 salary & benefit)
 - After Hours Social Worker (Expand PT position to FT \$64,206 FY21-22 salary & benefit)
 - Grant Administrator – Grant Writing and Administration \$236,250 (\$78,750 annual salary & benefits)

Reimbursements \$3,240,000

- Funding for Pandemic Response March – June 2021
 - One-time costs and payroll for period
 - Originally paid by General revenues or Pandemic Response funds
 - May be Designated or Unassigned Fund Balance
- Sanitizing, PPE, Court Screeners, Call Center staff = \$240,000
- Funding for Public Health and Safety payroll during Pandemic Response March – June 2021 for Health Dept and EMS = \$3,000,000
- Eligible costs in the “Support Public Health” category
- Coordinate with LGC and Martin Starnes audit team by Aug 31st

Future Ala Co ARP Funding Considerations

- PPE and Social Distancing costs = \$880,000 (cost for 3 years)
 - IT, Elections, Maintenance
 - Paid using Pandemic Response Designated FB
- Ongoing Health Department Response: \$2,316,000 annually
- Future Public health and safety payroll: ongoing
- County Infrastructure = \$16,008,432
 - Buildings = \$4,916,080
 - Emergency Communications = \$10,250,000
 - Technology = \$842,352
- Department Program Requests (if ARP eligible) = \$3,316,168
- Premium Pay Estimated to be up to \$3,000,000

Considerations for a Premium Pay Plan

- Considerations for a Premium Pay Plan for Alamance County should include:
- ARP eligibility of County employees
- Non-ARP eligible employee but essential to County operations
- Bonus rather than pay increase
- Retroactive application for period of intensive pandemic response
- Inclusion of non-county eligible agencies (i.e. fire districts, or authorities)

**Alamance County Board of Commissioners****ACTION ITEM AGENDA ITEM****TO:** Alamance County Board of Commissioners**MEETING DATE:** 08/2/21**FROM:** Bryan Hagood**DATE SUBMITTED:****DEPT:** County Manager

ISSUE/ACTION REQUESTED:

The Board of Commissioners will receive information pertaining to the possible creation of a committee to assist with planning for the use of American Rescue Plan funding.

BACKGROUND/PURPOSE OF REQUEST:

Alamance County has been allocated to receive \$32,925,136 in funding from the American Rescue Plan. These ARP funds must be obligated to spend by December 31, 2024 and all ARP-funded work and/or programs must be performed or completed by December 31, 2026. The Board of Commissioners has indicated a desire to include input and participation from citizens and community stakeholder groups in how to best spend Alamance County's share of federal ARP funding. Alamance County Manager Bryan Hagood will present information to the Board of Commissioners detailing information about how the Board might form a committee to assist with this work.

For more information please contact Alamance County Manager Bryan Hagood at 336-570-4044.

FISCAL IMPACT:**COUNTY MANAGER'S RECOMMENDATION:**

ATTACHMENTS:

ARP Committee Creation BOC Presentation 8-2-21 (PDF)

ACTION OF THE BOARD OF COMMISSIONERS

ALAMANCE COUNTY AMERICAN RESCUE PLAN ACT COMMITTEE

Bryan Hagood
County Manager
August 2, 2021

ARP Committee Tasks

- BOC may consider forming an ARP committee
- Creating an Ala County ARP Plan with identified priorities
- Involving community & stakeholder participation
- Communicating the County ARP Plan to the Board and the public
- Goal to have spending recommendations to BOC by January 2022

ARP Priorities

To develop an Alamance County ARP Plan, the Board of Commissioners and committee may want to determine priorities.

Examples:

- Public Health and Safety of Alamance (i.e. MH, EM, Health, DSS)
- Positioning Government to Best Serve Alamance County (i.e. Courts, veterans)
- Upgrading Infrastructure (i.e. government bldgs/comm/tech)
- Workforce and Small Business Support (i.e. Small Business loans, Workforce Programs)
- Responding to economic impact of pandemic
- Support for Broadband Solutions (as allowed by law)

ARP Committee Other Considerations

- Local Government Commission recommends taking time, carefully considering ARP projects as well as provide opportunities to align with the State plan and for the public to participate.
- Alamance County has created a website and may consider purchasing software to facilitate stakeholder involvement.
 - Private companies, like Balancing Act, are providing software for ARP public participation programs.
- County staffing may be needed to aid the Committee and ensure completion of ARP initiatives.
- Contracts with a private consultant may be considered for specialized programs: broadband, water and sewer, federal grant applications, or human services programs.

ARP Committee Membership Consideration:

- Ala Co Commissioners

- At-Large Members
 - Appointed by Commissioners
 - Application process

**Alamance County Board of Commissioners****ACTION ITEM AGENDA ITEM****TO:** Alamance County Board of Commissioners**MEETING DATE:** 08/2/21**FROM:** Tory Frink**DATE SUBMITTED:****DEPT:** County Clerk

ISSUE/ACTION REQUESTED:

Consideration of the appointment of an applicant to the Mebane Planning Board as an Extra-Territorial Jurisdiction (ETJ) member.

The effective term would be 7/1/21-June 30, 2025.

BACKGROUND/PURPOSE OF REQUEST:

Larry Teague has currently served as the county's ETJ member on the Mebane Planning Board since 2017. Mr. Teague's term expired on June 30th. Mr. Teague submitted his application for reappointment and other applications were received from Roger James, Jonathan Webster, and Virginia Gail Miller. The Mebane City Council has recommended the reappointment of Larry Teague as the ETJ member.

FISCAL IMPACT:

COUNTY MANAGER'S RECOMMENDATION:

ATTACHMENTS:

Planning Board ETJ Member Recommendation- Alamance Co. 7.12.2021.pdf (PDF)

ACTION OF THE BOARD OF COMMISSIONERS**RESULT:****APPROVED [UNANIMOUS]****MOVER:**

Steve Carter, Vice Chairman

SECONDER:

Pamela Tyler Thompson, Commissioner

AYES:

Paisley Jr, Carter, Thompson, Lashley, Turner



RESOLUTION MAKING A RECOMMENDATION TO THE ALAMANCE COUNTY BOARD OF COMMISSIONERS REGARDING THE ETJ SEAT ON THE CITY OF MEBANE PLANNING BOARD

WHEREAS, per North Carolina General Statute 160A-362, all municipalities of the State of North Carolina must include proportional representation for extraterritorial jurisdiction areas; and

WHEREAS, Alamance County has two positions representing extraterritorial jurisdictions around the City of Mebane; and

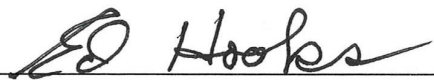
WHEREAS, one of these positions is currently eligible for appointment by Alamance County; and

WHEREAS, the City of Mebane staff has reviewed the viable applications and made a recommendation to the City of Mebane Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Mebane that the Council recommends the Alamance County Board of Commissioners appoint Larry Teague to the City of Mebane Planning Board ETJ position.

Adopted this the 12th day of July, 2021.

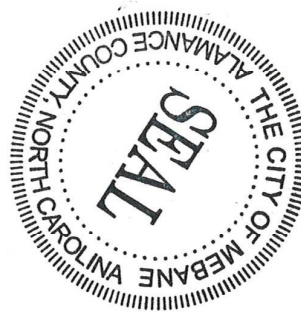
Attest:



Ed Hooks, Mayor



Stephanie Shaw, City Clerk



Attachment: Planning Board ETJ Member Recommendation- Alamance Co. 7.12.2021..pdf (2021-90 : Mebane Planning Board ETJ Member)



Alamance County Board of Commissioners
INFORMATION ITEM AGENDA ITEM

TO: Alamance County Board of Commissioners

MEETING DATE: 08/2/21

FROM: Bryan Hagood

DATE SUBMITTED:

DEPT: County Manager

ISSUE/ACTION REQUESTED:

The Board of Commissioners will hear an update for the Alamance County Sheriff pertaining to the illegal substance use issue in Alamance County.

BACKGROUND/PURPOSE OF REQUEST:

Sheriff Terry Johnson will present information to the Board of Commissioners detailing the current climate of illegal substance abuse in Alamance County

For more information please contact Alamance County Manager Bryan Hagood at 336-570-4044.

FISCAL IMPACT:

COUNTY MANAGER'S RECOMMENDATION:

ATTACHMENTS:

ACTION OF THE BOARD OF COMMISSIONERS

RESULT:

INFORMATIONAL

**Alamance County Board of Commissioners****ACTION ITEM AGENDA ITEM****TO:** Alamance County Board of Commissioners**MEETING DATE:** 08/2/21**FROM:** Bryan Hagood**DATE SUBMITTED:****DEPT:** County Manager

ISSUE/ACTION REQUESTED:

The Board of Commissioners will consider adopting a resolution approving the Memorandum of Agreement for receipt of the national opioid litigation settlement proceeds.

BACKGROUND/PURPOSE OF REQUEST:

Clyde Albright, Alamance County Attorney, will provide the Board of Commissioners with the latest information pertaining to the settlement of national litigation involving the opioid epidemic. The Board of Commissioners will review and consider a proposed resolution approving the Memorandum of Agreement between the State of North Carolina and local governments pertaining to settlement proceeds.

For more information please contact Alamance County Attorney Clyde Albright at 336-228-1312.

FISCAL IMPACT:**COUNTY MANAGER'S RECOMMENDATION:**

ATTACHMENTS:

Alamance County Resolution NC Opioid MOA 7-26-2021 Final (PDF)

ACTION OF THE BOARD OF COMMISSIONERS**RESULT:****APPROVED [UNANIMOUS]****MOVER:**

Pamela Tyler Thompson, Commissioner

SECONDER:

William T Lashley, Commissioner

AYES:

Paisley Jr, Carter, Thompson, Lashley, Turner

RESOLUTION

ALAMANCE COUNTY JOINS IN THE APPROVAL OF THE MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA AND OTHER LOCAL GOVERNMENTS IN ORDER TO RECIEVE ITS SHARE OF THE OPIOID SETTLEMENT PROCEEDS

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

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

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

WHEREAS, states have 30 days to join the settlement and local governments in the participating states will have up to 150 days to join the settlement; and

WHEREAS, states and their local governments will receive maximum payments if each state and its local governments join together in support of the agreement; and

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

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

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

NOW, THEREFORE BE IT RESOLVED, that Alamance County hereby approves the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds

Relating to the Settlement of Opioid Litigation, and any subsequent settlement funds that may come into North Carolina as a result of additional settlements of litigation of the opioid crisis. Furthermore, Alamance County authorizes the County Manager and the County Attorney to take such measures as they deem necessary to comply with the terms of the MOA and receive any settlement funds, including executing any documents related to the allocation of opioid settlement funds and settlement of lawsuits related to this matter. Be it further resolved copies of this resolution and the signed MOA shall be sent to the North Carolina Department of Justice and to the North Carolina Association of County Commissioners.

Adopted this the 2nd day of August, 2021.

Chairman
Alamance County Board of Commissioners

ATTEST:

Clerk to the Board

(SEAL)

Attachment: Alamance County Resolution NC Opioid MOA 7-26-2021 Final (2021-89 : Alamance County NC Opioid Settlement Agreement)

**Alamance County Board of Commissioners****INFORMATION ITEM AGENDA ITEM****TO:** Alamance County Board of Commissioners**MEETING DATE:** 08/2/21**FROM:** Adrian Daye**DATE SUBMITTED:** 07/26/21**DEPT:** Social Services

ISSUE/ACTION REQUESTED:

Alamance County Department of Social Services Compensation Plan Fiscal Year 2021 - 2022

BACKGROUND/PURPOSE OF REQUEST:

Commissioners will receive information regarding a compensation plan targeted at addressing high turnover positions at Department of Social Services. The Department has been and continues to experience some of the highest turnover in Alamance County Government, with a current vacancy rate of 20%. Social Services leadership and County Management have worked together to create financial measures that will reward employees who have remained with the Department, aid with recruiting and retaining new DSS employees, and address salary compression created as part of an attempt to increase salaries of high turnover DSS employees in FY 20-21.

This compensation plan for the Alamance County Department of Social Services will be funded by budgeted salary and benefit dollars already included in the Department's FY 21-22 budget. The total cost of this compensation plan for the Alamance County Department of Social Services will be \$393,239.22 for all salaries and benefits.

For more information please contact the Alamance County Director of Social Services, Adrian Daye, at 336-570-6532.

FISCAL IMPACT:**COUNTY MANAGER'S RECOMMENDATION:**

ATTACHMENTS:

DSS Compensation Plan for BOC Mtg 8-2-21 (PDF)

ACTION OF THE BOARD OF COMMISSIONERS

RESULT:

APPROVED [3 TO 2]

MOVER:

Craig Turner, Commissioner

SECONDER:

Steve Carter, Vice Chairman

AYES:

Steve Carter, William T Lashley, Craig Turner

NAYS:

John Paisley Jr, Pamela Tyler Thompson



Alamance County Department of Social Services

Adrian W. Daye, Director

Enhancing lives in our community...

319 N. Graham-Hopedale Road • Burlington, NC 27217 • Phone (336) 570-6532 • Fax (336) 290-8653

Memorandum

To: Bryan Hagood, County Director
Cc: Sherry Hook, Assistant County Director
 Andrea Rollins, Budget and Management Director
From: Adrian Daye, Director
Date: 7/26/2021
Subject: Department of Social Services Compensation Plan (FY 21-22)

As evidenced by the DSS vacancy rate, turnover and hiring continues to be extremely challenging for the agency. Currently, some staff are covering up to 2-3 vacant caseloads. This ineffective practice causes concerns for several reasons. There is a liability of not meeting state and federal policies which could result in fatalities, financial paybacks, and potential state takeover. Also, our dedicated and committed staff are extremely stressed, experiencing burnout, and finding it difficult to have a healthy work-life balance.

As a means to address the turnover and recruitment issues, the agency has developed 3 bonuses that we feel can have a positive effect. Each bonus and the cost are outlined below:

Retention Bonus:

Purpose: To acknowledge the difficult work performed by staff and to encourage them to remain employed with the agency.

Eligibility: Must have been employed for a period of one year or longer as of July 1, 2021.

Amounts:

Years of Service	Number of Employees	Bonus Amount	Total Cost
1-5	22	\$1,000	\$22,000
6-9	19	\$1,200	\$22,800
10-14	12	\$1,400	\$16,800
15 & Up	20	\$1,600	\$32,000
Staff in 5 High Turnover Positions	69	\$2,000	\$138,000
Total Cost	142 employees		\$231,600

Sign-On Bonus:

Purpose: To pay a financial incentive to encourage employment with the ACDSS. This bonus is specific to 5 positions with high turnover rates. (SW IA&T, SW III (CW & AS only), IMC II, IMS II, CSA II)

Eligibility: The total bonus will be paid in two installments: (1) at the completion of the probationary period, (2) 6 months after the completion of probation.

Cost of Bonus: \$2,000 to be paid in two installments at \$1,000 each. Budgeted Amount: \$50,000

Referral Bonus:

Purpose: To encourage current staff to recruit and refer potential candidates for employment with ACDSS.

Eligibility: When an applicant who was referred by a current employee is hired and remains employed for a period of 6 months, the employee would receive a onetime referral bonus.

Cost of Bonus: \$500 will be paid when the referred employee achieves 6 months of employment with the ACDSS. Budgeted Amount: \$30,000

In this compensation request, ACDSS would also like to address some compression issues. There are 5 positions that require a salary adjustment. Total Cost: \$13,391.09

To implement the 3 bonuses and alleviate compression issues, the total cost will be \$324,991.09. (\$393,239.22 including fringe).

**Alamance County Board of Commissioners****ACTION ITEM AGENDA ITEM****TO:** Alamance County Board of Commissioners**MEETING DATE:** 08/2/21**FROM:** Bryan Hagood**DATE SUBMITTED:** 07/27/21**DEPT:** County Manager

ISSUE/ACTION REQUESTED:

The Alamance County Board of Commissioners will review and consider a contract for a new partnership for an employee & covered dependent health clinic as part of the county's employee health fund.

BACKGROUND/PURPOSE OF REQUEST:

Alamance County, as part of its benefit offerings for employees and their covered dependents, provides a health clinic. The health clinic is in place to be a benefit for employment in conjunction with an avenue for the county to save money on health care expenses as the county operates self-funded plans.

The County has offered this benefit for the past several years and is currently within a month-to-month contract with another provider. The request is for the county to approve the contract for a new vendor. The proposed new vendor will be able to provide the County a strategic health partnership with robust reporting, excellent health care and the strive to save significant money with performance guarantees in place.

The complete list of services to be provided are outlined in the proposed contract that is included in the agenda packet.

Everside Health, LLC is proposing a fee of \$456,908 for the first year. Fees include, fixed costs, lease, pharmacy, labs and start-up cost. The health care clinic expense has been approved within the 2021/2022 budget. Operating cost for year two is estimated to be \$393,365.

For more information please contact the Alamance County Human Resources at 336-570-4039.

FISCAL IMPACT:**COUNTY MANAGER'S RECOMMENDATION:**

ATTACHMENTS:

Everside_Alamance County MSA (CLEAN) 7.25.2021 (PDF)

ACTION OF THE BOARD OF COMMISSIONERS

RESULT:

APPROVED [UNANIMOUS]

MOVER:

Craig Turner, Commissioner

SECONDER:

William T Lashley, Commissioner

AYES:

Paisley Jr, Carter, Thompson, Lashley, Turner

MASTER SERVICES AGREEMENT

This **MASTER SERVICES AGREEMENT** ("Agreement") is made and entered into as of July 20, 2021, effective as of the "Effective Date" stated herein, by and between **ALAMANCE COUNTY, NC**, a political subdivision of the State of North Carolina ("Employer"), on behalf of the health plan(s) it sponsors from time to time, and **EVERSIDE HEALTH, LLC**, a Delaware limited liability company, ("Everside"). Employer and Everside may sometimes be referred to herein individually as a "party" and collectively as the "parties."

RECITALS

WHEREAS, Employer desires to engage Everside to provide certain health plan members with such health and wellness management services as contemplated herein; and

WHEREAS, Everside desires to perform such services, with any and all professional services being delivered by affiliated professional entities and their licensed personnel, in relevant part.

NOW, THEREFORE, in consideration of the mutual promises and covenants made in this Agreement and intending to be legally bound, the parties agree as follows:

1. Everside Services. Everside shall provide such professional services and shall perform such duties and obligations (collectively, the "Services") described in Exhibit A (each a "Statement or Work" or "SOW") attached hereto and in any Exhibits(s) that may in the future be added hereto by mutual written consent. In the case of a conflict between any SOW and the general terms of this Agreement, the terms of the SOW shall prevail. Everside shall appoint an account manager to manage the client relationship and provide notice to Employer of the appointment within ten (10) days of the date this Agreement is executed.

2. Standards. Everside shall provide all Services and shall perform all duties and obligations under this Agreement in accordance with this Agreement and all applicable laws. Everside shall cause all personnel employed or contracted by Everside or its affiliated professional entities that render any of the Services (collectively "Everside Personnel") to provide the Services pursuant to the terms set forth herein. Everside shall faithfully and industriously perform Everside's duties to the best of Everside's ability, experience and talents. Everside shall maintain in good standing all licenses and permits necessary to provide the Services.

3. Compensation.

(a) Employer will compensate Everside as indicated in each SOW and as provided herein.

(b) All fees for services/products purchased or licensed under this Agreement, unless otherwise noted, are exclusive of applicable taxes. Employer agrees to pay all applicable sales, use or services taxes imposed by any state or local tax authority (other than taxes calculated on the net income of Everside), which Everside may be required to pay or collect.

(c) All undisputed amounts due under any invoice shall be paid on the twentieth (20th) day of the month following the month invoiced. Disputed amounts must be brought to the attention of Everside within ten (10) days; otherwise, it will be assumed that charges are undisputed and due according to the invoice. Interest is charged on past due accounts at the rate of one and one-half percent (1.5%) per month. Payment to Everside by Employer is not contingent upon payment from any third party. In the event Everside pursues collection of Employer's account, Employer agrees to be responsible for all costs incurred by Everside, including attorneys' fees and expenses.

(d) All fees will be paid via ACH. In the event Employer elects not to set up Automated Clearing House payments, the fees shall increase by 20%.

4. **Term and Termination.**

(a) **Term.** The term of this Agreement will commence upon the opening of the first Health Center (“Effective Date”) and will continue for a period of a one (1) year (“Initial Term”) and then renew for successive periods of one (1) year each (each a “Renewal Term”), unless sooner terminated in accordance with this Agreement. The Agreement’s Initial Term, together with any Renewal Terms, may be referred to herein as the “Term.”

(b) **Termination.**

(i) Either party may give notice of termination of any SOW or this Agreement at least ninety (90) days prior to the end of the Initial Term, or upon the first Renewal Term, the annual anniversary of the Effective Date, or as otherwise stated in a SOW.

(ii) If either party materially defaults in the performance of any of its obligations hereunder, except by reason of *force majeure*, the non-defaulting party may terminate this Agreement subject to the provisions of this paragraph and Section 4(c); provided, adherence to Section 4(c) shall not be necessary in the case of Employer’s failure to timely pay sums due Everside. To terminate this Agreement, the non-defaulting party seeking termination must provide written notice to the other party describing the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination; provided, however, the internal dispute procedures under Section 4(c) shall be followed prior to termination (except in the case of Employer’s non-payment).

(iii) Either party may terminate this Agreement immediately upon written notice to the other party in the event the other party terminated or ceased its business; admits in writing, to any party, its inability to pay its debts as they mature; makes an assignment for the benefit of creditors; becomes subject to a governmental investigation regarding allegations of corporate misfeasance or fraud; becomes subject to allegations of any material regulatory non-compliance; or is the subject of a petition in bankruptcy under Chapter 7 or 13 that is not dismissed within sixty (60) calendar days of its filing. Upon the occurrence of any of the above events, such party shall give written notice to the other party.

(c) **Internal Dispute Resolution Procedure.** Either party may terminate this agreement for material breach if resolution cannot be reached under the internal dispute resolution procedures below:

(i) No later than ten (10) business days after the cure period under Section (b)(ii) above, the parties will meet either to: (1) resolve the matter and set forth such resolution in writing or (2) define the dispute in writing, including a description of the position of each party and the projects and tasks affected.

(ii) If the parties are unable to reach an agreement, then within ten (10) days after such meeting, a representative of each of the parties with oversight responsibilities as to operations or this Agreement will meet in a mutually convenient location to attempt to reach a resolution of the matter in light of the description of the dispute submitted by the parties and further discussion among and between the parties and their respective representatives.

(iii) If the parties are unable to resolve the dispute after following the procedures set forth in subparagraphs (a) and (b) of this Section, or if the dispute is not resolved within thirty (30) days after the original notice of dispute under subpart (i) above has been received, the parties are entitled to pursue all their remedies at law and in equity, subject only to the limitations of this Agreement. Notwithstanding this provision, the parties may agree to participate in further dispute resolution mechanisms, including mediation.

(iv) Notwithstanding the provisions of this Section, either party may seek equitable relief at any time without the necessity of first complying with the provisions hereof.

(d) *Effect of Termination.* Any outstanding invoices as of the date of termination will be due and payable according to the terms set forth below. Termination of this Agreement shall not release or discharge either party from any obligation, debt or liability incurred hereunder nor shall termination release or excuse payment for services rendered.

5. *Proprietary Information.*

(a) *Definitions.* “Disclosing Party” shall be defined as the party who discloses Confidential Information to the other party to this Agreement (or its affiliate) and “Receiving Party” shall defined as the party (or its affiliate) who receives the Confidential Information of the Disclosing Party. “Confidential Information” means any and all information of a confidential, proprietary, or secret nature which is or may be either applicable to or related in any way to: (i) the business, present or future, of the Disclosing Party or its affiliates; or (ii) the research and development or investigations of the Disclosing Party or its affiliates. Confidential Information includes, for example and without limitation, trade secrets, processes, formulas, data, know-how, improvements, inventions, techniques, marketing plans, pricing, software, including source and object code, operating systems, hardware, strategies, product developments, policies and procedures, information concerning customers or vendors, and sensitive information entrusted to the Disclosing Party. "Confidential Information" shall not include information that (i) was already part of the public domain at the time of the disclosure by the Disclosing Party or thereafter becomes part of the public domain by action of Disclosing Party; (ii) was lawfully in Receiving Party's possession prior to the disclosure by Disclosing Party and was not acquired from a third party who was under a contractual, legal, fiduciary or other obligation restricting or prohibiting transmittal of such information to Receiving Party; or (iii) was independently developed by Receiving Party without reference to Confidential Information. The terms of this Agreement are Confidential Information.

(b) *Confidentiality.* Confidential Information is a special, valuable and unique asset of each of Employer and Everside (and each of their affiliates), and each party agrees that it will treat Confidential Information as strictly confidential and shall protect Confidential Information from unauthorized use or disclosure, either directly or indirectly, and keep it confidential and limit disclosure of Confidential Information to those individuals who have a need to know such Confidential Information for purposes of performing duties under this Agreement provided that such individuals agree to be bound by the terms and conditions of this Agreement with respect to Confidential Information prior to receiving Confidential Information. Upon termination of this Agreement, each party shall return to the other all Confidential Information of the other party in its possession, except that the receiving party may maintain a copy of such Confidential Information in its archives, which copy shall remain subject to the confidentiality obligations of this Agreement.

(c) *Disclosure.* If the Receiving Party (or its affiliates) becomes legally obligated to disclose any Confidential Information of the Disclosing Party, Receiving Party must give the Disclosing Party prompt notice of such fact before such disclosure. Disclosing Party will seek a protective order or other appropriate remedy concerning any such disclosure or waive compliance with the applicable provisions of this Agreement. The parties must cooperate fully with one another when seeking a protective order. If any breach of confidentiality should occur, money damages will not be a sufficient remedy for any such breach of this Agreement and that, in addition to all other remedies, Disclosing Party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach and the Receiving Party further agrees to waive any requirement for the posting of any bond in connection with such remedy.

(d) *No License.* Everside shall retain title to its pre-existing proprietary systems, work product, and methodologies used in connection with the delivery of the services, and any proprietary systems, work product, and methodologies developed pursuant to or during the term of this Agreement, including but not limited to descriptions of the systems or methodologies, document templates, project tools, and software, owned by Everside or licensed to Everside by a third party and incorporated into any deliverables. Everside shall also retain all right and title to all proprietary developments and deliverables under this Agreement, provided Employer shall have

a perpetual license to use and disclose, reports, marketing materials, and similar client-specific deliverables for its own internal purposes. No deliverables herein shall be considered "work for hire" materials.

(e) **Security.** Everside agrees to maintain physical, administrative, and technical safeguards in accordance with its privacy and security policies, which at no time shall be less stringent than industry standards, as identified and confirmed annually by external audits. Such practices shall include, but not be limited to: HIPAA compliance, PCI compliance, incident response, business continuity, encryption of data in transit and at rest, annual privacy training for Everside Personnel, etc. At Employer's request, Everside will respond to Employer's security questionnaire, but no more frequently than annually. Such response shall be considered Confidential Information.

6. **HIPAA.** The parties will comply with all applicable requirements and obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") which governs any uses and disclosures of "protected health information," as such term is defined under 45 CFR 160.103 ("Protected Health Information" or "PHI") that may occur as a result of this Agreement. Both parties warrant that they will maintain and protect the confidentiality of all PHI in accordance with the applicable requirements and obligations under HIPAA and all applicable federal and state laws and regulations. Further, the parties shall enter into the Business Associate Agreement attached hereto as Exhibit B. However, nothing herein will limit Employer's use of any aggregated patient information that does not contain or constitute PHI.

7. Warranties and Limitation of Liability.

(a) Each party hereby represents, warrants and covenants to the other that (i) it is duly organized, validly existing and in good standing under the laws of the state of its domicile and is in good standing in each other jurisdiction in which such qualification is required by law; (ii) it has the requisite power and authority to transact the business it transacts and proposes to transact and to execute and deliver this Agreement and to perform the obligations under this Agreement, (iii) its entry into this Agreement does not violate or constitute a breach of any agreement to which is a party or otherwise bound, and (iv) it is not debarred, suspended, excluded or otherwise ineligible to participate in the Medicare and Medicaid programs and all other Federal health care programs, as defined at 42 U.S.C. Section 1320a-7b(f).

(b) EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PARTIES EXPRESSLY DISCLAIM, WAIVE, RELEASE AND RENOUNCE ANY WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY OF TITLE/INFRINGEMENT, ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. EMPLOYER AGREES THAT EVERSIDE DOES NOT WARRANT OR GUARANTEE ANY OUTCOME OR RESULTS OR OPERATION WITHOUT INTERRUPTION, EXCEPT AS SPECIFICALLY PROVIDED IN ANY EXHIBIT RECITING PERFORMANCE GUARANTEES, AND IN THAT CASE DAMAGES WILL BE LIMITED TO THE STATED FEES AT RISK. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND EVERSIDE SPECIFICALLY DISCLAIMS ANY WARRANTY AS TO THIRD-PARTY MATERIALS AS RECITED ABOVE. ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN EMPLOYER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS, IF ANY; PROVIDED, HOWEVER, ALL WARRANTIES PROVIDED BY SUCH THIRD PARTIES TO EVERSIDE ARE HEREBY DELEGATED TO CUSTOMER TO THE EXTENT DELEGATABLE AND EVERSIDE AGREES TO PROCURE ALL APPROPRIATE CONSENTS AND RIGHTS FOR EMPLOYER TO USE THIRD-PARTY SERVICES OR DELIVERABLES WITHIN THE SCOPE OF THIS AGREEMENT.

(c) Everside's liability for damages for any cause of action, whether in contract or in tort, whether arising out of or in connection with the services, the reports or other deliverables, shall be limited to the amount then previously paid to Everside by Employer in the current year of the Agreement in which the cause of action accrued. The existence of more than one cause of action will not enlarge or extend the limit. Employer hereby releases Everside from all obligations, liability, claims or demands in excess of this limitation. The parties acknowledge that the other parts of this Agreement rely upon the inclusion of this liability limitation.

(d) EXCEPT FOR CLAIMS RELATING TO EITHER PARTY’S BREACH OF CONFIDENTIALITY, NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM, CONNECTED WITH OR RELATING TO THIS AGREEMENT, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COSTS PAYABLE TO THIRD PARTIES SHALL BE CONSTRUED AS DIRECT DAMAGES. THE LIMITATIONS OF LIABILITY AND WARRANTY DISCLAIMERS STATED IN THIS AGREEMENT FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES AND APPLY REGARDLESS OF WHETHER ANY LIMITED REMEDY HEREUNDER FAILS OF ITS ESSENTIAL PURPOSE.

(e) No action, regardless of form, arising out of any transaction under this Agreement may be brought by either party more than one (1) year after the injured party has actual knowledge of the occurrence which gives rise to the cause of such action.

8. Insurance and Indemnity.

(a) Insurance.

(i) Everside, at its sole cost and expense, will procure and maintain (or cause such contracted third parties providing Services hereunder to procure and maintain) such policies of general and professional liability and other insurance as necessary to insure against any claim or claims for damages arising directly or indirectly in connection with the performance of Services under this Agreement. At a minimum, Everside must maintain the following insurance: (1) medical professional liability insurance – \$2,000,000 per claim/\$4,000,000 annual aggregate; (2) comprehensive general liability insurance – \$2,000,000 per claim/\$4,000,000 annual aggregate; (3) automobile, non-owned and hired - \$1,000,000.00 combined single limit, (4) worker’s compensation and employer’s liability insurance, at such levels as may be required by applicable law, and (5) cybersecurity insurance - \$1,000,000.00. Employer shall be named as additional insured on its medical professional, auto, and general liability insurance. Medical professional liability insurance, either provided by Everside or its third-party service providers, shall cover all Everside Personnel rendering professional services.

(ii) Employer, at its sole costs and expense, will procure and maintain such policies of general and other insurance as will be necessary to insure against any claim or claims for damages arising directly in connection with the performance of Services under this Agreement. At a minimum, Employer must maintain the following insurance: (1) general liability insurance covering Employer’s business operations on the premises in which Everside Services will be performed – \$2,000,000 per claim/\$4,000,000 annual aggregate; (2) property and casualty coverage for all of Employer’s real and personal business property to which Everside personnel are granted access or use, to its full depreciated value, to include (but not be limited to) insurance on the space and equipment used by Everside to perform the Services but owned or leased by the Employer; (3) automobile, non-owned, hired, and owned - \$1,000,000.00 combined single limit; and (4) worker’s compensation and employer’s liability insurance, as such levels as may be required by applicable law.

(iii) At the other party’s request, Everside and Employer shall each provide the other with certificates evidencing all insurance coverage required under this Section. Failure to request evidence of insurance shall not be construed as a waiver of insurance obligations of either party. All coverage as required herein shall not be cancelled or changed without thirty (30) days prior written notice of such cancellation or change being delivered to the other party. All insurance shall be provided by licensed insurance carriers with ratings of at least “A” and with financial quality of at least VII. Any required waiver of subrogation shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should the party enter into such contract on a pre-loss basis.

(b) Indemnity. Alamance County does not waive its sovereign immunity. To the extent sovereign immunity does not apply, each party shall indemnify and hold harmless the other, their respective appointed boards and commissions, officials, officers, employees, students, agents and subagents, individually and collectively, from or in connection with any actual or threatened losses, fines, penalties, claims, demands, suits or

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actions of any kind including costs, proximately caused by negligent acts or omissions of the indemnifying party or breach of contract, occurring in the performance of its responsibilities under this Agreement ("Claim").

(c) *Guidance and Consent.* Each indemnified party shall provide the indemnifying party: (i) prompt notice of such claim; (ii) authority to defend or reasonably settle the Claim; and (iii) reasonable assistance at indemnifying party's expense. The indemnifying party shall keep the indemnified party fully informed concerning the status of the claim. Notwithstanding anything to the contrary, (a) the indemnified party shall be entitled, at its own expense, to participate in any such litigation, negotiations and settlements with counsel of its own choosing, and (b) the indemnifying party shall not have the right to settle any Claim if such settlement arises from or is part of any criminal action or proceeding, or contains a stipulation to, or an admission or acknowledgement of, any wrongdoing on the part of the indemnified party without the prior written consent of such indemnified party.

9. *Non-Solicitation.*

(a) During the term of this Agreement and for a period of twelve (12) months beginning on the date of expiration or termination of this Agreement, Everside shall not directly or indirectly, either individually or as an employee, agent, partner, shareholder, consultant or in any other capacity, solicit or influence or attempt to solicit or influence any then-existing employee or independent subcontractor of Employer to cease performing services on behalf of Employer, except as otherwise permitted by Employer.

(b) During the term of this Agreement and for a period of twelve (12) months beginning on the date of expiration or termination of this Agreement, Employer shall not directly or indirectly: (i) either individually or as an employee, agent, partner, shareholder, consultant or in any other capacity, solicit or influence or attempt to solicit or influence any Worker to cease performing services on behalf of Everside; (ii) interfere with or disrupt Everside's relationship with any Worker, or (iii) solicit, entice, take away, employ, or engage any Worker of Everside. "Worker" as used herein shall mean those individuals that have had an employment or independent contractor relationship with Everside (or any of its affiliates) directly involved with the delivery of Services under this Agreement within one (1) year preceding the date of termination of this Agreement.

(c) Employer shall pay to Everside, or Everside shall pay to Employer, liquidated damages in the amount of twenty (20%) of the solicited individual's annual compensation (based on an annualization of the person's most recent hourly or salaried rate) ("Buy-out") for each such breach of Section 9(a) or 9(b) as the case may be, and should Employer violate Section 9(b) as to an independent contractor, Employer shall pay the greater of the Buy-Out or the liquidated damages imposed upon Heathstat for Employer's solicitation of a Worker who is not employed by Everside. Each party acknowledges that the breach or threatened breach of any of the covenants set forth in this Section may result in immediate and irreparable injury to the injured party, and that damages and remedies at law for such breaches may be inadequate. The amount of liquidated damages states is intended to estimate actual harm incurred and is not intended as a penalty. Nothing herein shall be construed as prohibiting either party from pursuing any other legal or equitable remedies that may be available to it for any such breach or threatened breach.

10. *Independent Contractors.* Everside and all Everside Personnel are acting and are each performing as an independent contractor as to Employer while carrying out the duties and obligations described in this Agreement. No act or failure to act by any party or any provision herein shall be construed to make or render the other party to this Agreement its partner, joint venturer, employee, employer, principal, agent or associate. Employer agrees not to make any representations or take any actions contrary to this independent contractor relationship, understanding that as between Everside and Employer, Everside has ultimate authority over Everside Personnel.

11. *General.*

(a) *Entire Agreement.* This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof, and supersedes and replaces all prior writings, discussions and rights relating

thereto; and no obligation of any kind relating thereto is assumed by or implied against either party hereto except for those obligations expressly stated herein and those imposed by common law. This Agreement may only be amended by a written instrument signed by the parties.

(b) *Choice of Law; Venue.* This Agreement will be governed by and construed in accordance with the laws of the State of North Carolina. Venue shall be proper and shall lie exclusively in the Superior Court of Alamance County North Carolina.

(c) *Notices.* All notices required or permitted under this Agreement, will be sufficient if furnished in writing and sent by (i) messenger or overnight courier service, with receipt acknowledged by signature, or (ii) by certified mail, return receipt requested, postage prepaid, to the party at the address specified in this Agreement or such other address provided pursuant to this Section 11(c).

Employer: Alamance County, NC
124 W Elm Street
Graham, NC 27253

Everside: Everside Health, LLC
1400 Wewatta Street, Ste. 350
Denver, CO 80202
Attn: Chris Miller, CEO
Copy: General Counsel

(d) *Remedies Cumulative.* Delay or failure to exercise any right or remedy hereunder will not impair such right or remedy or be construed as a waiver thereof or as acquiescence in breach of this Agreement. Any single or partial exercise of any right or remedy will not preclude any other or further exercise thereof or the exercise of any other right or remedy.

(e) *Survival.* The provisions of this Agreement which, by their nature, would continue beyond the termination or expiration of this Agreement including without limitation, Sections 5–11, shall survive such termination or expiration of this Agreement.

(f) *Headings.* The headings of the sections of this Agreement (as well as the headings of any exhibits, schedules or other attachments hereto) are for convenience only and shall not be considered in construing or interpreting any of the terms or provisions hereof.

(g) *Severability.* In the event any provision of this Agreement is held to be illegal, invalid or unenforceable to any extent, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby and such provisions shall remain in full force and effect and shall be enforced to the greatest extent permitted by applicable law. To the extent any restrictive covenant herein is deemed unenforceable by a court of competent jurisdiction, such court is hereby authorized and empowered to “blue pencil” the unenforceable provision to make it enforcement to the maximum extent possible and thereafter enforce said revised provision.

(h) *Counterparts.* This Agreement may be executed in counterparts (including, without limitation, pdf counterparts), each of which is deemed an original, and any party hereto may execute any such counterpart, all of which, when taken together, constitute one and the same instrument.

(i) *No advice.* The parties acknowledge that Employer has not requested nor has Everside given any legal advice relating to any matter; further, Everside is not an ERISA fiduciary and does not exercise any discretion over any plan assets. Employer is responsible for addressing its responsibilities under ERISA and other law applicable to the proper administration of employee benefit plans.

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(j) *Force Majeure.* Either party shall be excused from failures or delays in delivery or performance hereunder (except for Employer’s obligation to pay) if such failure or delay is attributable to causes beyond the reasonable control of the party which makes such performance or delivery commercially impractical and such failure or delay could not have been prevented or circumvented by the non-performing party through the use of alternate sources, workaround plans or other reasonable precautions. In no case will Everside be responsible for any delay or lack of performance caused by the failure of Employer or a participant to provide necessary information or perform under this Agreement.

(k) *Waiver.* The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any such party’s rights with respect to any subsequent breach thereof.

(l) *Amendments.* Any consent required or any discretion vested in a party to this Agreement shall not be unreasonably withheld or arbitrarily or capriciously exercised. Amendments may be made to this Agreement but only after the mutual approval in writing by Employer and Everside.

(m) *Assignment.* This Agreement may not be assigned or delegated by either party, by operation of law or otherwise, without the prior written consent of the other party, and any such assignment without such prior written consent shall be null and void; provided, however, that Everside may assign any or all of its rights and obligations under this Agreement to any of its Affiliates, but only to the extent that such assignment would not result in an impairment of the Employer’s rights under this Agreement. Subject to the preceding sentence, this Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by the parties hereto and their permitted successors and assigns. No assignment shall relieve the assigning party of any of its obligations hereunder; further, no consents hereunder shall be unreasonably withheld. “Affiliates” for purposes of this paragraph include all parents and subsidiaries of Everside, brother/sister entities under common ownership with Everside, and all professional corporations and limited liability companies under management by or with Everside, as such may exist from time to time.

(n) *No Third-Party Beneficiary.* This Agreement shall not confer or be construed to confer any rights or benefits to any person or entity other than the parties to this Agreement.

(o) *Managed PCs.* Employer acknowledges that Everside is not in the business of performing professional medical services. All such licensed services shall be performed by duly licensed individuals employed with or engaged by a managed professional entity (“Managed PC”) to the extent necessitated by applicable professional practice laws. Everside hereby unconditionally guarantees to Employer the full and prompt performance of all obligations performed in fact by each such Managed PC, subject to the liability limitations of the Agreement. Employer hereby approves Everside’s use of such Managed PC(s).

[Signatures appear on the following page.]

IN WITNESS HEREOF, the parties, with full power and authority, have executed this Agreement as of the day and year recited above.

ALAMANCE COUNTY, NC

EVERSIDE HEALTH, LLC

By: _____

By: _____

Name: _____

Name: Chris Miller

Title: _____

Title: CEO

Date: _____

Date: _____

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LIST OF EXHIBITS:

- Exhibit "A":** **Scope of Services**
 - A.1 Program Eligibility**
 - A.2 Health Center Program (New)**
 - A.3 Dispensary Services**

- Exhibit "B":** **Business Associate Agreement**

- Exhibit "C":** **Electronic Data Sharing**

- Exhibit "D":** **Performance Guarantee(s)**

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**EXHIBIT A
SCOPE OF SERVICES**

- A.1 Program Eligibility**
- A.2 Health Center Program (New)**
- A.3 Dispensary Services**

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**EXHIBIT A.1
PROGRAM ELIGIBILITY**

Employer agrees the groups indicated below are eligible to utilize the elected Services:

	HEALTH CENTER		OCC HEALTH		HRA		WELLNESS COACHING		MyHS PORTAL		MENT4ME		JHHC+		ALL	
	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
Employee Eligibility (please answer Yes / No depending on eligibility)																
Full-time employees	X															
Part-time employees	X															
Temporary employees		X														
Independent Contractors		X														
Pre-65 Retirees	X															
Post-65 Retirees		X														
Other - please describe:		X														
Is an eligible employee required to participate in the Annual Health Risk Assessment & Biometric Screening in order to utilize the services?		X														
Are employees required to be covered under the Group Medical/RX Benefit Plan in order to utilize the services?	X															
In addition to those requirements listed above, the following parameters must be met in order for employee's to be eligible to utilize the services:		X														
Do eligibles include people who have elected COBRA benefits?		X														

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	HEALTH CENTER		OCC HEALTH		HRA		WELLNESS COACHING		MyHS PORTAL		MENT4ME		JHHC+		ALL	
	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
Spouse Eligibility (please answer Yes / No depending on group's eligibility)																
Is employee's spouse eligible to utilize the services?	X															
If employee's spouse is eligible to utilize the Health Center is their participation in the Annual Health Risk Assessment & Biometric Screening also a requirement for service eligibility?		X														
If employee's spouse is eligible to utilize the services, are they also required to be covered under the Group Medical/RX Benefit Plan in order to utilize the services?	X															
If employee's spouse is eligible to utilize the services and in addition to those requirements listed above, the following parameters must also be met in order for employee's spouses to be eligible to utilize the services:		X														

	HEALTH CENTER		OCC HEALTH		HRA		WELLNESS COACHING		MyHS PORTAL		MENT4ME		JHHC+		ALL	
	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
Children Eligibility (please answer Yes / No depending on group's eligibility)																
Are employee's children age 2 years and older eligible to utilize the services? (18+ for Wellness Coaching, Wellness Portal, Ment4Me Triage and AI, and Johns Hopkins Programs)	X															
If employee's children are eligible to utilize the services are they also required to be covered under the Group Medical/RX Benefit Plan in order to utilize the services?		X														

- A. *Demographics to Everside.* Employer shall supply the data listed on Exhibit "C" "Electronic Data Sharing" in electronic format compatible with Everside software systems, for its employees and other participants who are eligible to take advantage of Everside services in order to populate the Everside database. This delivery of data shall be completed thirty (30) days prior to the commencement of the first Service and monthly thereafter. One demographic file should be provided per service that has differing eligibility.
- B. *Claims Information to Everside.* Employer shall instruct each third-party administrator, insurance vendor or other party responsible for managing Employer's Plan claims system to provide Everside all historical claims data, including but not limited to, pharmaceutical claims and medical claims for all employees as described on Exhibit "C" for the two years preceding the commencement of Services and ongoing throughout the Term. Everside will use the data provided to establish and track participant utilization trends and insurance cost impact which shall be provided in the periodic reports generated and supplied to Employer, to identify gaps in care, and otherwise utilize the information for HIPAA-permitted purposes in fulfillment of the Services. Everside may also use the information on an aggregated basis to improve its programs. All costs associated with the transfer of data to the Everside database, including but not limited to implementation of software interface, shall be borne by Employer. All data transmitted pursuant to this section must be in electronic non-facsimile format, i.e. CD, jump drive or direct electronic interface. Note, submission of historical and ongoing claims is a precondition to the application of any ROI guarantee.
- C. *Terminating Eligibility.* Employer acknowledges that participants are expected to utilize the elected services in a respectful manner and in accordance with the advice of the medical professionals (where applicable). On rare occasion, it may become necessary to terminate or suspend certain participants' eligibility to access the Services because of their unbecoming, inappropriate or otherwise offensive or obstinate behavior. Employer agrees to cooperate with Everside regarding any such situation that may arise.
- D. *Data Processing and Programming.* Employer shall pay Everside a programming fee of \$150 per hour for ad hoc reporting. Employer and Everside will agree to the number of programming hours in writing before any programming services begin.

**EXHIBIT A.2
HEALTH CENTER PROGRAM
(NEW)**

Everside shall provide Employer with health center administration services as set forth in this Exhibit for the fees outlined herein.

1. Establishment of Health Centers(s).

(a) Everside shall provide licensed and certified mid-level providers ("Clinician(s)"), licensed physicians or physician practices ("Group" or "Groups" which term shall include both sole physician practices and practices with multiple physicians), and other health center staff, as recited in the Section 10 "Fees" below, to provide professional services consistent with reasonable and appropriate standards of care in accordance with applicable state law. Each Clinician and Group shall remain in good standing with the applicable State licensing authority within the state where each Health Center is located. Each Group shall supervise and oversee each Clinician at every Health Center location in accordance with applicable state law.

(b) Everside can provide Employer with a design layout of the space to serve as the Health Center. All costs associated with renovating or preparing the physical space for the Health Center shall be borne by Employer.

(c) Everside shall use commercially reasonable efforts to locate and coordinate Clinician, Group, and additional staffing recruiting in order to provide hours of service at each Health Center. Everside shall offer to introduce the Clinician candidate to Employer so Employer may evaluate the candidate proposed. Due to availability, Everside may only be able to present one candidate within the time allowed for recruiting prior to the opening of the Health Center. However, Everside shall make the final decision with respect to whether to contract with Clinician candidates. Employer understands that due to the limited availability of Clinician candidates in some geographic locations, the opening of the Health Center may be delayed if a Clinician candidate is rejected at Employer's request.

(d) Each Health Center shall be opened at the location(s) described below within one hundred twenty (120) days of execution of the agreement memorializing the Health Center Program services. In the event that the Health Center is not opened by the deadline as a result of Everside's failure to present a qualified Clinician for a Health Center location, Everside will reimburse Employer 10% of the fixed Start-Up fees paid for the affected Health Center for each full month's delay; provided, if Everside fails to open the Health Center within 210 days of signing this Agreement, Employer may terminate this Agreement and receive a total refund of any unreimbursed fixed Start-Up fees. Employer's remedies for failure to timely open a Health Center will be limited to the damages recited in this paragraph. Notwithstanding anything else to the contrary, any delay caused by Employer's rejecting a qualified Clinician, construction delays, or other matters beyond Everside's control will not trigger Employer's remedies listed in this paragraph. While rarely necessary, locum tenens may be used at start-up to satisfy these opening requirements.

2. Health Center Schedule.

(a) Health Centers(s) shall be opened at the location(s) and for the number of diagnosing and treating hours at each location as described in the table below fifty-two (52) weeks per year. The Health Center(s) will be operated pursuant to a mutually agreeable schedule, as it may be amended from time to time by written consent.

Health Center Name	Health Center Address	Number of Diagnosing and Treating Hours of Health Center Operation Per Week*
TBD	Graham, NC	20

*Everside can provide coverage for Clinicians for an agreed upon “fill-in” rate. Virtual “fill-in” can also be provided subject to Employer’s election of such service by inclusion of the “Virtual Fill-in” Exhibit. Employer acknowledges that fill-ins may not be able to provide the full scope of care as the standard staff Clinicians because of matters beyond Everside’s control, such as continuity of care and dispensing limitations. Employer also acknowledges the success of finding a fill-in is dependent upon the Clinicians and Employer providing sufficient notice before the absence; the parties agree to work cooperatively regarding absences and provide as much advance notice as possible.

*Each four (4) hours of Health Center time requires thirty (30) minutes of administrative time for each diagnosing and treating staff member. The administrative time is included in the above table.

(b) Employer shall provide Everside with its enterprise-wide holiday schedule on an annual basis prior to the commencement of the applicable year. If a Health Center is normally scheduled to be open on that day, it will be closed for the stated holiday. Employer will be responsible for hours a Clinician (or other health center staff or fill-in) works on a holiday at Employer’s request and for Clinician’s (and other health center staff’s) normal hours for Health Center closures made at Employer’s request in excess of the holiday schedule. (The preceding sentence is not intended to create “double-pay” for an individual working on a holiday.) Employer must provide Everside with at least ninety (90) days’ prior notice of intent to have a Health Center open on a stated holiday. In the absence of notice regarding the holiday schedule, Everside may rely upon a reasonable interpretation of the last holiday schedule provided (or, in the absence of that, Everside’s holiday schedule).

(c) If a Health Center should be closed due to circumstances beyond either party’s control (ex. natural disaster), Employer will be responsible for the Health Center staff’s hourly rates for those dates Employer voluntarily closes the Health Center to prepare for the natural disaster, and Everside will be responsible for the Health Center staff’s compensation for additional closure time caused by the natural disaster, up to three consecutive days (if regularly scheduled to be open).

(d) Everside shall provide a toll-free centralized appointment scheduling line for service rendered at each of the Health Centers. As of the signing of this Agreement, the line is available 7am-8pm EST Monday through Thursday, 7am-5pm EST Friday, and 9am-1pm EST Saturday, but Everside may change these hours at its discretion.

(e) Everside will provide access to qualified and licensed medical professionals to provide after-hours call coverage for urgent needs of pre-existing Health Center patients 24/7/365 outside regularly scheduled Health Center hours. Routine calls for medication refills, appointment scheduling, referral information, lab questions or any billing questions will not be addressed by the after-hours call staff. These calls will be handled on the next operating Health Center day. This service is available only to Health Center(s) operating for 40+ diagnosing and treating hours per week (including a 0.5+ FTE NP/PA/MD so long as there is a FT RN) and is subject to termination or repricing should hours fall below this level. This service (or evidence of its substantial equivalent offered through a third-party service) is required to support PCP replacement services. Employer and Everside will cooperate to inform patients of the availability of an after-hours coverage service, the benefits of this service, and the reasons that it should be accessed (more immediate, urgent needs rather than routine calls). If an individual is eligible for the Health Center but not an established patient of the Health Center, after-hours services will be limited to triage, as required per applicable law.

3. Education of Workforce about Everside Services. Employer acknowledges that all educational and promotional materials provided by Everside shall include Everside’s logo and branding. If Employer should provide educational or promotional materials to its employees relating to the Health Center(s), Employer

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shall not use Everside's logo or branding on such materials without first providing Everside a reasonable opportunity to review the same and receiving Everside's written consent to use its logo and branding on the materials considered. Everside will abide by the same standards as to Employer's logo and branding. Employer acknowledges that concerted and consistent communications to employees regarding the Health Center(s) is key to achieving healthy outcomes and reduced healthcare costs and agrees to cooperate with Everside regarding the delivery of the same. Employer must provide Everside with at least two weeks advance notice of any filming or interviewing of Health Center staff.

4. Health Assessment(s) and Interventions.

(a) To improve the health of the Health Center-eligible population, it is important to establish baseline health assessments. Therefore, Everside will perform an initial mass health assessment, as further provided in the "Mass Health Risk Assessment" Exhibit (if elected by Employer, evidenced by inclusion of Exhibit). The initial health assessment of Employer's entire participating workforce should be completed either before or within 60 days of the opening of the Health Center(s). Ongoing mass health risk assessments are advised on an annual basis. Employees who miss the mass event and/or were hired subsequently may obtain their health assessment in the Health Center. The Clinician at each Health Center or a Everside representative shall contact each health assessment participant presenting with risk factors in accordance with Everside's standard outreach program after each health risk assessment conducted by Everside. The Clinician at each Health Center shall be available during regularly scheduled Health Center hours of operation to consult with and assist in the development of a program for each health assessment participant contacted. Employer may augment health risk assessments with telephonic wellness coaching services for additional cost.

(b) At Employer's request, Health Center staff will participate in an employee health fair and such other wellness activities as may be sponsored by Employer (at Health Center staff's hourly rate and such additional cost to Employer as mutually agreed). Employer acknowledges that involving Health Center staff in such events may cause a closure of the Health Center or otherwise affect Health Center hours.

(c) If Employer decides to engage a third party to perform health risk assessments, Employer should attempt to cause such third-party vendor to supply health assessment results to Everside.

5. Periodic Reports. Everside shall produce the following reports for Employer and Employer's group health plan in its standard formatting:

(a) Standard reports including:

(i) Health Center Utilization – Monthly Health Center utilization reports summarizing the services furnished onsite at each Health Center in a de-identified format.

(ii) Quarterly Report - Provided the Employer's health plan, health insurer or third-party administrator furnishes historical and ongoing monthly claims data, and, after the Health Center has been opened no less than six (6) months, Everside shall provide insurance cost claims impact statements four (4) times per twelve (12) month period. Additionally, Everside shall provide Health Center utilization and activity reports and summary data related to the Health Center participants' compliance with the frequency guidelines recommended for the number of risk factors identified during the health assessment(s) on a de-identified basis, if Employer elects for the health risk assessment service.

(iii) Non-Compliance Report - After the Health Center has been opened for two (2) consecutive quarters, non-compliance reports for employees with health risk factors identified through the health risk assessment regarding their Health Center visit frequency shall be provided on a quarterly basis in a de-identified format, if Employer elects to implement the health risk assessment service.

(iv) All standard reports will be provided within forty-five (45) days of the end of the applicable reporting period.

(b) Employer will have access to a web-based detailed Health Center utilization tool for self-reporting.

(c) Everside shall also deliver additional “ad hoc” reporting to the extent Everside has programming capabilities and the underlying information, subject to additional fees. The form and substance of additional requested reports shall be as mutually agreed to by Everside and Employer.

(d) To the extent that any reporting is affected by the performance of health risk assessments and/or Everside’s receipts of historical and ongoing claims information and Employer chooses not to pursue or provide such information, Everside will be relieved from providing such reporting. All reports shall be HIPAA compliant and shall be deemed accepted and free from defect absent objection raised within thirty (30) days of receipt. **No Protected Health Information about any Health Center participant shall be released to Employer in any report unless such participant has provided his or her prior written authorization or unless such information is released in accordance with HIPAA.**

(e) As long as demographic and historical and ongoing claims information is supplied, Everside shall provide the following “Predictive Modeling and Guidance Gaps Package” for the Clinician’s use after the Health Center has been operational for six (6) full months. Note, some gap closure information is available based on demographics only and will be provided to the Clinician regardless of claims data; however, claims information is necessary for the full package and for any predictive modeling.

(i) Everside will provide the Predictive Modeling & Analytics Tool Dashboard to the Clinicians, which includes:

- Forecasted Risk Profile
- Impact Scores
- Diagnosis Profile
- Utilization Profile
- Risk Contribution Profile
- Guideline Compliance Profile
- Physician Pharmacy Profile – Therapeutic Classes
- Physician Pharmacy Profile – Maintenance Medications
- Physician Pharmacy Profile – Injectable(s)
- Total Claims Costs
- Forecasted Claims Costs
- Total ER/Inpatient Utilization
- Forecasted ER/Inpatient Utilization

(ii) Everside shall provide Employer on a quarterly basis with a Predictive Modeling and Guideline Compliance Profile Report.

6. ***Professional Conduct of Providers.***

(a) The professional conduct of the professionally licensed Everside Personnel in the Health Center is governed by applicable state laws and standards of care. Neither Everside nor Employer shall exercise any control or direction over the method or manner in which any professional Everside Personnel performs professional services and functions at the Health Center. Neither Everside nor Employer shall intervene in any way or manner with the services provided by any Everside Personnel unless the individual is engaging in actions that are in violation

of the regulations and/or rules of conduct governing employees at Employer's place of business. It is understood between the parties that the traditional, customary, usual and confidential relationship between a health care provider and a patient exists between the professional Everside Personnel and Employer's employees and other Health Center participants.

(b) In the event Employer deems the performance of any Health Center staff disruptive to Employer's place of business, detrimental to the health or safety of members of Employer's workforce or any dependent family members, or is in violation of the regulations and rules of conduct governing employees of Employer, Employer may request that such Health Center staff be removed from the Health Center. When Everside is notified of such a request by Employer, Everside shall notify the staff member and Everside will place such staff member on administrative leave with pay (at Employer's cost) until a review of the matter is completed within ten (10) days. If after a review of the merits of the complaint, Employer or Everside desire that the Health Center staff not return to the Health Center, Everside shall immediately commence actions to recruit replacement(s) to provide services at the Health Center and advise Employer when a substitute staff member may be placed at the Health Center. Employer acknowledges that during the time period in which Everside is recruiting new health center staff for the Health Center, the Health Center may not be operational or the hours and availability of the Health Center may be reduced. If Employer requires the termination of Health Center staff without substantial and identifiable cause, Employer will be responsible to pay out the applicable Health Center staff's notice period, up to four (4) weeks.

7. Zero Dollar Claims Adjudication to TPAs. Everside will supply Employer's medical claims payer or other similar vendor information related to each patient's encounter in the Health Center in an 837P "standard" file as the format to transfer the data to the vendor. If the 837P "standard" format has to be manipulated to comport with the vendor, Everside may charge a programming and testing cost as described herein. Employer will cover all third-party costs imposed to set up and maintain information claims adjudication. Adjudication for prescription medications are dealt with separately in the "Dispensary Services" Exhibit (if the service is elected).

8. Premises and Support Services of Employer.

(a) Premises. Only if elected by Employer by a separate Exhibit entitled "Property Management," Everside will assume responsibility for the premises; provided that Employer shall be responsible for all resulting costs. Otherwise, Employer will be responsible for the Health Center premises as outlined herein:

(i) Employer shall provide Everside access to the premises provided by Employer as a Health Center during Employer's normal operating hours. Employer shall make any alteration, addition or change of any sort to the premises that is required by any law whether or not arising from Everside's particular use of the premises. Employer acknowledges that HIPAA requires the protection of patient information, so sound-proofing walls and pursuing other advisable "best practices" are required to ensure compliance with HIPAA and other health, employment, and construction laws and codes. Employer will be responsible for purchasing certain equipment and supplies independent of Everside during the implementation process; Everside will advise of such requirements but they generally include such items as a refrigerator, examination table(s), shredder, printer, locking cabinets, chairs, etc.

(ii) Employer shall clean and maintain in good order, condition, and repair and replace when necessary the premises and every part thereof, through regular inspections and servicing, including, but not limited to: (1) all plumbing and sewage facilities (including all sinks, toilets, faucets and drains), and all ducts, pipes, vents or other parts of the HVAC or plumbing system; (2) all fixtures, interior walls, floors, carpets and ceilings; (3) all windows, doors, entrances, plate glass, showcases and skylights (including cleaning both interior and exterior surfaces); (4) all electrical facilities and all equipment (including all lighting fixtures, lamps, bulbs, tubes, fans, vents, exhaust equipment and systems); and (5) any automatic fire extinguisher equipment in the premises. All repairs and replacements required for the proper operation of each Health Center shall be promptly made with new materials of like kind and quality. Employer will repair and maintain the roof, exterior and structural parts of the building so

that the same are kept in good order and repair. Employer may engage contractors of its choice to perform the obligations required of it by this Section.

(iii) Employer shall promptly pay, as the same become due, all charges for water, gas, electricity, telephone, sewer service, waste pick-up and any other utilities, materials or services furnished directly to or used by Everside on or about the Health Center premises.

(iv) Employer shall be responsible for maintaining and securing the safety and safekeeping of the premises designated as the Health Center and all the supplies and equipment therein. Also, reliable telephone and high-speed internet connections (separate from Employer's system and including WiFi) are pivotal to successful Health Center operations, and Employer shall be responsible to maintain the same and supporting hardware.

(b) *Health Center Area.* Employer shall dedicate no less than the square footage necessary for the proper operation of each Health Center site, as reasonably requested by Everside. Each Health Center shall contain or be in close proximity to operating toilet facilities and, to the extent reasonably practicable, shall be equipped with a sink; proximity to facilities is especially important for drug screening services. In the event Employer desires to offer services at the Health Center to spouses, dependents of employees, or retirees of the Employer, Employer shall, as practical, ensure access to the Health Center from the exterior of the facility through an administrative or otherwise convenient public access way. Privacy and accessibility for those offered the services of the Health Center is essential for the overall success of its operation.

9. *Scope of Health Center Services.*

(a) The scope of health center services include:

(i) Preventive health maintenance, such as:

- Routine physical/well check
- Wellness counseling (by Clinician)
- Vital signs
- Women's health (including pap smears only if Health Center supports provider and medical assistant)

(ii) Immunizations: Hepatitis A vaccine and antibody, Hepatitis B, Influenza (flu clinics subject to separate pricing), Tetanus, Pneumococcal, Polio (IPV), Rotavirus, DTaP/Tdap, Varicella, Meningococcal, Shingles, Gardasil (HPV), etc. as needed for travel;

(iii) Chronic condition and disease management, subject to the appropriate scope of practice of the Health Center staff: obesity, cardiac health, COPD, diabetes, hyperlipidemia, hypertension, thyroid conditions, asthma, allergies, arthritis, gout, GERD, psychiatric disorders;

(iv) Acute/episodic diagnosis and treatment of non-emergent conditions, subject to appropriate scope of practice of the Health Center staff:

- Constitutional – fever, vertigo, headaches, allergies, anemia, pulse oximetry
- Head and neck – conjunctivitis, minor foreign objects, sore throat, ear ache/infection, audiometry, vision testing (wall chart)
- Psychiatric – depression, anxiety
- Respiratory – cold/flu, bronchitis, laryngitis, sinusitis, nebulizer treatment
- Cardiovascular – auscultation, non-emergent chest pain

- Musculoskeletal – muscle pain/strain, steroid injections, splints/braces, repetitive use/cumulative trauma
- Gastrointestinal – ulcers, acid reflux, constipation, diarrhea
- Genitourinary – urinary tract infection
- Skin – PPD skin test, non-complex abrasions/contusions, acne, non-complex rashes, minor burns, cellulitis, ingrown nails, insect bites, fungal infections, skin tags, splinters, minor skin biopsy, minor puncture wounds;

(v) Specialty and diagnostic referrals;

(vi) Referral to emergency department for emergency situations;

(vii) Laboratory samples collected onsite for remote processing; CLIA-waived onsite includes rapid strep test, monospot, rapid pregnancy test, rapid glucose test; and

(b) So long as the Health Center maintains at least 40 diagnosing and treating hours per week (including a 0.5+ FTE NP/PA/MD so long as there is a FT RN), Everside will provide primary care services for the patient population. This includes all the services listed above but also encompasses care coordination such as normally provided by primary care providers.

10. Fees.

(a) Fixed Costs.

(i) *Ongoing Operations.* Employer shall pay Everside the following fees each month to cover the cost to support effective on-going operation of the program. Each of these fees shall automatically increase by three percent (3%) upon the annual anniversary of the Effective Date.

	Annual Fee	Monthly Fee
Soft Technology	\$13,432	\$1,119.33
Claims Submission Verification	\$1,477	\$123.08
Marketing & Communications	\$2,095	\$174.58
Management Fee*	\$77,963	\$6,496.92

**To the extent any guarantees are offered, any reference to a "Management Fee" at risk shall refer to the Management Fee in the final line directly above, only.*

Employer shall also pay Everside \$3,000.00 upon each successive third annual anniversary of the Effective Date to cover the cost to replace staff computers.

(ii) *Additional Fixed Costs - Health Center Staffing Rates.*

1. Monthly Salary. Employer shall pay Everside the following rates per month to staff the Health Center for the contracted hours. Such rates shall at all times reflect the individual's actual annualized salary divided by 12. Each of these fees shall automatically increase by three and a half percent (3%) upon the annual anniversary of the Effective Date.

Position	Annual Rate	Monthly Rate	Hours/Week
Nurse Practitioner	\$66,435.20	\$5,536.27	20
Registered nurse	\$83,969.60	\$6,997.47	40

2. Additional Staffing Fees. Employer shall pay Everside the following fees on a monthly basis to support the Health Center staff. Each of these fees shall automatically increase by three and half percent (3%) upon the annual anniversary of the Effective Date, except “Staff Insurance” shall increase by eight percent (8%) annually to approximate standard market increases.

	Annual Rate	Monthly Rate
Payroll Taxes	\$14,288	\$1,190.67
Employee Benefits	\$24,000	\$2,000.00
Ongoing Staffing Training	\$1,770	\$147.50
Staff Insurance	\$2,259	\$188.25
Supervising MD	\$5,200	\$\$433.33
Supervising Pharmacist	\$7,200	\$600.00
Fill-In Coverage	\$10,000	\$833.33
Shared Health Center Management	\$3,332	\$\$277.67
Ongoing Recruiting Costs	\$1,520	\$126.67
Scheduling Line	\$1,107	\$92.25
TOTAL	\$70,676	\$5,889.67

The rates listed above in Section 10(a)(ii)(1) and “Payroll Taxes” and “Supervising MD” of Section 10(a)(ii)(2) are subject to revision without advance approval should any position ultimately be filled with an individual approved by each of Everside and Employer who demands more or less than the salary assumptions behind the position pricing. Salary and payroll tax revisions will be commensurate with the reduced or increased salary demands and tax burdens. Employer will be notified in writing of any rate changes. Any changes after Health Center opening or staffing a new position (which billing shall apply in full as of the first of the month, per subsection iii below) shall be effective the first of the month preceding the change if the change occurs before the 15th of the month and the first of the month following the change if the change occurs on or after the 15th of a month. Employer and Everside each acknowledge that some weeks may vary in the hours worked for a number of reasons. Employer shall bear the risk of variations except as stated under this subsection (iii), and Everside shall carry the risk for occasional and incidental overtime expenses. However, should Everside determine that proper operation of the Health Center regularly demand more hours, Employer shall be responsible for paying Everside for all overtime at passthrough or the parties will negotiate regarding the addition of and rates for additional staff.

(iii) In the event the Health Center opening is postponed by Employer after a qualified candidate has been presented, Employer shall pay all Fixed Costs from the originally scheduled Health Center opening date as previously determined. Monthly Fixed Costs are not pro-rated and are due in full for any month in which a Health Center is open at least one day. All Fixed Costs will be due and payable to Everside unless a Health Center is closed for more than two consecutive months without any fault on Employer’s part, in which case Employer’s sole remedy will be to have the Fixed Costs suspended until the Health Center is reopened (if multiple Health Centers are covered under this Agreement, only a prorated portion of the fees as reasonably determined by Everside will be suspended).

(iv) Fixed costs are subject to change should the hours of operation, staffing, or scope of services change. Except as otherwise provided herein, such changes are subject to written agreement between the parties.

(b) Variable Costs.

(i) *Clinical & Administrative Supplies.* All supplies, including vaccinations, equipment, licenses and permits (including, by way of example only, hazardous waste disposal permits and CLIA waivers), required for the on-going operation of the Health Center(s) shall be ordered by Everside and invoiced to Employer on a monthly basis at pass-through. Employer will retain title to the equipment and supplies. Everside recommends the purchase of an AED to be maintained in a near-site health center or near an onsite health center. Employer will also be responsible for the cost of necessary equipment inspections and other advisable maintenance and quality assurance measures.

(ii) *Reference Lab and Pathology Services.* Employer shall pay Everside based on a consolidated monthly invoice for any reference laboratory and pathology services furnished to Health Center participants. All lab services will be itemized by accession numbers, totaled each month and submitted to Employer on one invoice for payment. Labs will be billed on a pass-through basis.

(iii) *Medical Records.* Upon contract termination (or termination of a given Health Center), Employer shall pay copying charges of **\$0.75** per page, plus the actual costs to produce x-rays and other such reports, plus actual shipping/transmittal costs, for patient medical records requested by Health Center patients. If the records are subject to a mass data transfer to a successor provider under a medical records transfer agreement acceptable to Everside, Employer shall bear the costs of such transfer.

(c) Patient Fees. From time to time Employer may wish certain or all Health Center participants to pay a fee when visiting the Health Center. This is especially important if the Employer maintains an HDHP/HSA plan.

(i) If elected by Employer, Everside will collect \$ TBD via credit or benefit debit card (no cash) from each Health Center participant in the event the diagnosis and/or procedure performed during the Health Center visit is for a non-preventive related service. Fees collected will be credited to Employer's subsequent invoice. Employer will provide Everside with a commercially reasonable amount of time to implement any fee changes. Employer acknowledges that Everside is not a debt collector and one follow-up attempt to collect any outstanding fees will be sufficient.

(ii) Employer will be responsible for the cost of the credit card processing equipment and banking and merchant fees, on a pass-through basis.

(iii) Everside will not charge Medicare-eligible participants (if any). Everside does not accept cash or check payment.

EXHIBIT A.3 DISPENSARY SERVICES

1. **Dispensary and Related Services.** Everside shall provide established Health Center patients with access to prescription medication as elected by Employer below, subject to the terms herein:

- Onsite Dispensary
- Retail Pharmacy Channel
- Home Delivery Channel

Everside shall provide Employer with the elected services as soon as reasonably practical after the opening of each Health Center but in no event more than ninety (90) days after a given Health Center’s opening.

2. **Dispensary Services.**

(a) This service is not available in all states. Scope is subject to change depending upon applicable law and Health Center staffing.

(b) **Everside Responsibilities.** If elected above, Everside shall provide Employer a dispensary at the facilities mentioned below.

Health Center Name	Health Center Address
TBD	Graham, NC

Everside shall coordinate:

- the initial licensing of the Health Center provider, pharmacist (if applicable) and dispensary according to applicable state laws (costs for ongoing licensing shall be Employer’s responsibility);
- delivery of the initial and ongoing supply of medication subject to a mutually agreeable formulary listing (always excluding controlled substances), which formulary is subject to change from time to time by mutual written agreement of the parties;
- training of the Health Center provider and pharmacist (if applicable), regarding the distribution procedures for the dispensary;
- appropriate supervision of the Health Center provider and pharmacist (if applicable), as required by applicable law; and
- delivery, installation, and maintenance of the dispensary platform.

Legal title to the dispensary computer systems will be in Employer’s name. Employer will be responsible for maintenance and periodic replacement (every three years) of the system. Employer shall grant Everside access to the premises during any contract termination procedures to ensure the system (and any other equipment remaining with Employer) is wiped of PHI and proprietary information, as necessary.

Attachment: Everside_Alamance County MSA (CLEAN) 7.25.2021 (2021-91 : Approval of Employee Health Clinic Contract)

(c) **Employer Responsibilities.** Employer shall ensure, at Employer’s sole expense, that all utilities and space requirements necessary to the safe operation of the dispensary are provided at the Health Center, including, without limitation, electricity, gas, water, air conditioning, heating and ventilation, telephone and janitorial services, business class DSL or other high-speed cable internet connection that does not run through Employer’s network. Employer shall coordinate the delivery of a suitable locking cabinet which be designated as the dispensary to store the medication that will be distributed by the Health Center provider. Employer acknowledges that applicable law and/or best practices may require engagement of facility security services and/or other security-related accommodations, and Employer will be responsible for such costs; at all times, Employer shall assure the security of the Health Center where the dispensary is located. Employer shall educate the Health Center participants regarding the availability and benefits of the dispensary and any obligations they may have to qualify for the dispensary program. (The requirements recited here in no way limit Employer’s responsibilities under the Health Center Exhibit.)

(d) **Adjudication.** At Employer’s election, Everside will adjudicate prescription claims fulfilled under the Dispensary Services to Employer’s PBM and/or carrier/TPA. Employer acknowledges that such third parties are less receptive to receiving information claims and/or may charge a per-claim administrative charge. Employer will cover all third-party costs imposed to set up and maintain prescription adjudication. Everside will not be held responsible for any such third party’s refusal to engage in prescription adjudication on reasonable terms.

3. **Retail Pharmacy Channel.** If elected above, Everside shall provide established Health Center patients, as enrolled by a Health Center provider, with access to a virtual pharmacy card for filling of prescriptions ordered by the treating Health Center provider at participating local pharmacies, provided such prescriptions are listed on the pharmacy card formulary (as it may exist from time to time at Everside’s discretion). Participating pharmacies do **not** include CVS, Walmart, or Walgreens. The retail pharmacy channel may be supported by such qualified and licensed vendor(s) as Everside may contract with from time to time. Employer shall educate the Health Center participants regarding the availability and benefits of the retail pharmacy channel and any obligations they may have to qualify for the program.

4. **Home Delivery Channel.** If elected above, Everside shall provide Health Center participants with access to mail order drugs. Through this service, established Health Center patients may elect, subject to provider approval, to have such drugs as prescribed by his/her treating Health Center provider be delivered through mail order to his/her residence, to the extent such drugs may be listed on the mail order formulary (as it may exist from time to time at Everside’s discretion). Such mail order may be supported by such qualified and licensed vendor(s) as Everside may contract with from time to time. Employer shall educate the Health Center participants regarding the availability and benefits of the home delivery services and any obligations they may have to qualify for the program.

5. **Fees.**

(a) **Dispensary Services.**

(i) **Variable Stocking and Restocking Fees.** Employer shall pay Everside for the direct and indirect costs for the pre-packaged medications at pass-through. Employer will also be responsible for the cost of disposing expired medications at pass-through.

(ii) **Termination.** Employer understands there are no returns or refunds of any pre-packaged medications. Upon termination of this Agreement, all dispensary stocks will be transferred to Everside’s successor Health Center administrator, subject to applicable law, at no additional cost.

(b) **Fee Disputes.** If Employer disputes the appropriateness of any invoice insofar as it relates to services provided under this exhibit, Employer must notify Everside of such dispute within ten (10) days of receipt of the invoices; otherwise, such portion of the bill will be considered final notwithstanding any other provision within this Agreement.

Attachment: Everside_Alamance County MSA (CLEAN) 7.25.2021 (2021-91 : Approval of Employee Health Clinic Contract)

EXHIBIT B
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (hereinafter “BAA”) effective this July 7, 2021, is by and between the Everside Single Affiliated Covered Entity (“Everside” or “Business Associate”) and Alamance County, NC (“Client” or “Covered Entity”).

RECITALS

WHEREAS, the Client and Business Associate are obliged to comply with certain requirements set forth in the Standards for Privacy of Individually Identifiable Health Information under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations including the 2013 HIPAA Omnibus Rule: Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act (“HITECH”) and the Genetic Information Nondiscrimination Act (“GINA”); (collectively referred to as “HIPAA”); and

WHEREAS, Business Associate and Client have entered into, or intend to enter into, a Management and Professional Services Agreement (“Agreement”) pursuant to which Business Associate establishes and manages an employer based health and welfare clinic (the “Clinic”) for the benefit of Client’s employees and/or other members or beneficiaries; and

WHEREAS, Business Associate contracts with health care providers to provide services at the Clinic and has business associate agreements with such providers; and

WHEREAS, in the course of managing the Clinic, Business Associate may receive, host, use and transmit Protected Health Information (“PHI”); and

WHEREAS, the Client anticipates that it may disclose PHI to Business Associate; and

WHEREAS, this BAA sets forth the terms and conditions pursuant to which PHI will be handled between the Business Associate and the Client and with third parties during the term of this BAA and thereafter.

NOW, THEREFORE, in consideration of the mutual promises below, and the exchange of PHI contemplated by this BAA, Business Associate and Client agree as follows:

1. Definitions
 - a. Breach shall have the meaning given to such term in 45 CFR §164.402.
 - b. Business Associate shall have the meaning given to such term in 45 C.F.R. §160.103.
 - c. Covered Entity shall have the meaning given to such term in 45 C.F.R. § 160.103.
 - d. Designated Record Set shall have the meaning given to such term under the Privacy and Security Rule, including, but not limited to, 45 C.F.R. § 164.581.

- e. Disclose or Disclosure shall have the meaning given those terms in 45 C.F.R. §160.103.
 - f. Electronic Health Record shall have the same meaning as the term “electronic protected health information” in the American Recovery and Reinvestment Act of 2009, §13400(5).
 - g. Electronic Protected Health Information shall have the meaning given such term in 45 CFR §160.103.
 - h. Genetic Information shall have the meaning given to such term in 45 CFR §160.103.
 - i. Health Care Operations shall have the meaning given to such term under the Privacy and Security Rule, including 45 C.F.R. § 164.581.
 - j. Health Care Provider shall have the meaning given such term in 45 C.F.R. §160.103.
 - k. HIPAA means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-91, as amended, and related HIPAA regulations at 45 C.F.R. §§ 160-164.
 - l. Individual shall have the meaning given to the term under the Privacy and Security Rule, including, but not limited to, 45 C.F.R. § 160.103. It shall also include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.582(g).
 - m. Payment shall have the meaning given such term in 45 C.F.R. § 164.581.
 - n. Privacy and Security Rule shall mean the Standards for Privacy of Individually Identifiable Health Information and Security Standards for the Protection of Electronic Protected Health Information that are codified at 45 C.F.R. parts 160 and 164, subparts A, C, and E.
 - o. Protected Health Information or PHI shall have the meaning given such term under the Privacy and Security Rule in 45 C.F.R. §160.103. It shall include any information created or received by Business Associate from or on behalf of Client.
 - p. Required By Law shall have the meaning given to the term under the Privacy or Security Rule.
 - q. Security Incident shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system as provided in 45 C.F.R. § 164.304.
 - r. Subcontractor shall have the meaning given to the term under 45 CFR §160.103.
 - s. Unsecured PHI shall have the meaning given to such term under the Privacy and Security Regulations at 45 C.F.R. §164.402. Specifically, unsecured PHI shall mean PHI that is not secured by a technology standard approved by the Secretary of HHS that renders PHI unusable, unreadable, or indecipherable to unauthorized individuals.
2. Obligations of Business Associate
- a. Permitted Uses. Business Associate shall not use or disclose PHI except for the purpose of performing Business Associate's obligations under the Agreement or as Required by Law or authorized by the Individual who is the subject of the PHI.
 - b. Permitted Disclosures. Business Associate may disclose PHI for the purpose of performing Business Associate's obligations under the Agreement and BAA. So long as such use or disclosure does not violate the Privacy and Security Rule, the Agreement,

- or this BAA, Business Associate may use PHI (a) as is necessary for the proper management and administration of Business Associate's organization, or (b) to carry out the legal responsibilities of Everside, and (c) to fulfill its responsibilities under the Agreement. If Business Associate discloses PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such PHI will be held confidential as provided pursuant to this BAA and only disclosed as Required by Law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify Everside of any breaches of confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- c. **Prohibited Uses and Disclosures.** Business Associate shall not use or disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. Everside shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent or authorization of the Individual; however, this prohibition shall not affect payment by Client to Everside for services pursuant to the Agreement. Business Associate shall not use or disclose Genetic Information for underwriting purposes in violation of HIPAA.
 - d. **Appropriate Safeguards.** Business Associate shall develop, implement, maintain, and use appropriate safeguards as are necessary to prevent the use or disclosure of the PHI other than as permitted by the Agreement or this BAA, and to implement administrative, physical and technical safeguards as required by the Privacy and Security Rule in order to protect the confidentiality, integrity, and availability of PHI that Everside creates, receives, maintains, or transmits, to the same extent as if Everside were a client.
 - e. **Business Associate's Agents.** Business Associate shall ensure that any agents, including subcontractors, to whom it provides PHI, agree, in writing, to the same restrictions and conditions that apply to Business Associate with respect to such PHI. Business Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.
 - f. **Designated Record Set.** If Business Associate maintains a designated record set on behalf of Client, Everside shall make such information available to Client for inspection and copying within thirty (30) days of a request by Client to enable Client to fulfill its obligations under the Privacy and Security Rule. If Business Associate maintains an Electronic Health Record on behalf of Client, Business Associate shall provide such information in electronic format to enable Client to fulfill its obligations under HIPAA. Likewise, within thirty (30) days of receipt of a request from Client for an amendment of PHI or a record about an individual contained in a Designated Record Set, Business

Associate or its agents or subcontractors shall make such PHI available to Client for amendment. If any individual requests an amendment of PHI directly from Business Associate or its agents or subcontractors, and the PHI is originally received from Client, Business Associate will notify Client in writing within thirty (30) days of the request. Any approval or denial of amendment of PHI maintained by Business Associate or its agents or subcontractors shall be the responsibility of Client. Upon approval of Client, Business Associate shall appropriately amend the PHI maintained by it, or any of its agents or subcontractors.

- g. **Accounting Rights.** Within thirty (30) days of notice by Client of a request for an accounting of disclosures of PHI from an Individual under 45 CFR §164.528, Business Associate and its agents or subcontractors shall make available to Client the information required for Client to provide an accounting of disclosures in order to enable Client to fulfill its obligations under the Privacy and Security Rule. Business Associate will not be obligated to record or otherwise account for disclosures of Client's PHI if Client need not account for such disclosures. Business Associate shall maintain the disclosure information for at least 6 years following the date of the accountable disclosure under this Section of the BAA. In the case of a direct request for an accounting from an Individual, Business Associate shall notify Client of the request and shall provide such accounting of disclosures to the Individual. Business Associate shall not disclose any PHI unless such disclosure is required by law or is in accordance with this BAA and shall document such disclosures.
- h. **Governmental Access to Records.** Business Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to Client and to the Secretary of Health and Humans Services (HHS) for purposes of determining Client's compliance with the Privacy and Security Rule.
- i. **Minimum Necessary.** Business Associate and its agents or subcontractors shall request, use, and disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, use, or disclosure.
- j. **Notification to Client of Breach or Unauthorized Disclosure.** Everside shall notify Client within twenty (20) business days of any suspected or actual breach of security, intrusion or unauthorized access, use or disclosure of PHI not permitted by the Agreement and this BAA of which Business Associate becomes aware, and/or any actual or suspected Breach of unsecured PHI of which Business Associate becomes aware. A breach shall be treated as discovered in accordance with 45 CFR §164.410. The notification shall include the identification of each individual whose PHI or unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach, a brief description of what happened including the date of the breach, the date of discovery of the breach and a description of the types of PHI or unsecured PHI that were involved in the Breach. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that

- is known to Business Associate of a use or disclosure of PHI or unsecured PHI by Business Associate in violation of the requirements of this BAA.
- k. Breach Pattern or Practice by Client. If Business Associate knows of a pattern of activity or practice of the Client that constitutes a material breach or violation of the Client's obligations under the Agreement, this BAA, or the Privacy and Security Rule, Business Associate must take reasonable steps to cure the breach or end the violation.
 - l. Audits, Inspection and Enforcement. Within twenty (20) days of a written request by Client, Business Associate and its agents or subcontractors shall allow Client to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures of Business Associate relating to the use or disclosure of PHI pursuant to this BAA.
3. Termination
- a. Term. The term of this BAA shall be effective as of the date of execution and shall remain in effect until the later of one (1) year from the effective date or the expiration or termination of the underlying Agreement. Any provision related to the use, disclosure, access, or protection of PHI shall survive termination of the BAA and Agreement.
 - b. Material Breach. A breach by Client, or its agents or subcontractors, of any provision of this BAA or of the data provisions of the Agreement, as determined by Business Associate, shall constitute a material breach of the Agreement and shall be grounds for immediate termination of this BAA. Business Associate may terminate this BAA effective immediately, if (i) Client is a defendant in a criminal proceeding for a violation of HIPAA, HITECH, the Privacy and Security Rule, or other security or privacy laws or (ii) there is a finding or stipulation that Client has violated any standard or requirement of HIPAA, HITECH, the Privacy and Security Rule, or other security or privacy laws in any administrative or civil proceeding regarding the Agreement or services thereunder.
 - c. Effect of Termination. Upon termination of the Agreement for any reason, Business Associate shall, return to the appropriate covered entity or destroy as appropriate all PHI that Everside or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI except as necessary to fulfill its obligations under the Agreement, to continue its proper management and operations, or to comply with applicable law. If return or destruction is not feasible, Business Associate's obligation to protect the privacy and safeguard the security of Client's PHI as specified in this Agreement will be continuous and survive the termination or other conclusion of this BAA. Business Associate shall limit its further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. If Client elects destruction of the PHI, Business Associate shall certify in writing to Client that such PHI has been destroyed as promptly as possible, but no later than 30 calendar days following the termination or other conclusion of this BAA.

4. Amendment

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the Privacy and Security Rule, and other applicable laws relating to the security or confidentiality of PHI.

5. No Third Party Beneficiaries

Nothing express or implied in the Agreement or BAA is intended to confer, nor shall anything herein confer, upon any person other than Client, Business Associate, and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

6. Effect on Agreement

Except as specifically required to implement the purposes of this BAA, or to the extent inconsistent with this BAA, all other terms of the Agreement shall remain in full force and effect.

7. Indemnification

Business Associate shall indemnify, hold harmless and defend Client from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, any third party claim arising from an alleged breach by Business Associate or in connection with the representations, duties and obligations of Business Associate under this Agreement.

Client shall indemnify, hold harmless and defend Business Associate from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, any third party claim arising from an alleged breach by Client or in connection with the representations, duties and obligations of Client under this Agreement.

If the indemnifying party assumes the defense of a claim, the indemnified party shall have the right, at its expense, to participate in the defense of such claim, and the indemnifying party shall not take any final action with respect to such claim without the prior written consent of the indemnified party. The parties' respective rights and obligations under this Section 7 shall survive termination of the Agreement.

8. Interpretation

The provisions of this BAA shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this BAA, including any prior Business Associate Agreements entered into between the parties. This BAA and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the Privacy and Security Rule. The parties agree that any ambiguity in this BAA shall be resolved in favor of a meaning that complies and is consistent with HIPAA, and the Privacy and Security Rule. The parties stipulate and agree

that Business Associate may unilaterally amend this BAA to comply with any changes to the Privacy and Security Rule or any other applicable law.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first written above.

CLIENT

EVERSIDE

By: _____

By: _____

Betsy Ardit
Privacy Officer
Everside Health, LLC

Date: _____

Date: _____

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EXHIBIT C ELECTRONIC DATA SHARING

Following are the elements the employer is required to provide to Everside as described in this Agreement.

Demographic Data File Requirements

Below are the general guidelines for creating two separate files for all eligible employees and for all eligible dependents in the program. A dependent file is not necessary if dependents are not eligible for the program. The initial demographic file should contain all individuals who would have been eligible for the program over the last two years even if they are not currently active.

1. Create a tab-delimited text file or an Excel workbook file with the fields in the indicated order. Please use the column header names exactly as specified.
2. Populate all required fields, even if the value is the same for all records – e.g. “CompanyName,” “PlantName,” or “PlantLocation.”
3. For optional fields that will not be populated, include the empty column(s) with the column header(s).
4. Please format data fields as indicated, using only alphanumeric characters, numbers, or numbers plus the special characters listed in the Field Format specified. For example, do not use parentheses in the “Hphone” and “Wphone” columns. Do not use hyphens in the “DOB,” “HireDate,” and “TermDate” columns.
5. Send complete files monthly through your secured email site or Ftp/SFTP connection. Everside would be happy to set you up an account on our SFTP server. If this is your preference please send an email request to such email address as Everside should indicate from time to time.

File naming conventions and field definitions follow.

I. Employee File:

Description	Comment	Requirement	Field Format
CompanyName	Company Name	Required	Alphanumeric Max Size: 50 characters
LastName	Employee Last Name	Required	Alpha Characters, do not include suffix Max Size: 50 characters
FirstName	Employee First Name	Required	Alpha Characters Max Size: 50 characters
MiddleName	Employee Middle Name or Initial	Optional	Alpha Characters Max Size: 50 characters
Suffix	Employee Name Suffix	Optional	Alphanumeric Max Size: 10 characters (ex: Jr, Sr, II, III, 2nd)
SSN	Employee Social Security Number	Required	Alphanumeric (numbers and hyphens only) Max Size: 15 characters (ex: 123-45-6789)
DOB	Employee Date of Birth	Required	Alphanumeric (numbers and slashes only) Max Size: 10 Characters (mm/dd/yyyy ex: 01/21/1956)
Gender	Employee Gender	Required	M or F Max Size: 1 character

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Description	Comment	Requirement	Field Format
PositionStatus	Current Employee Status	Required	Alpha from list: Active, Cobra, Layoff, Leave, NoWellness Program, Other, Retired, Temporary, Terminated Only Max Size: 15 characters
Address1	Employee Home Address Line 1	Required	Alphanumeric Max Size: 50 characters
Address2	Employee Home Address Line 2	Optional	Alphanumeric Max Size: 50 characters
City	Employee City	Required	Alphanumeric Max Size: 50 characters
State	Employee State	Required	Alphanumeric Max Size: 2 characters
Zip	Employee Zip Code	Required	Alphanumeric (numbers and hyphen only, 5 or 9 digit zip codes) Max Size: 10 characters (ex: 12345 or 12345-6789)
Hphone	Employee Home Telephone Number	Required	Alphanumeric (numbers, '-', 'x' if extension) Max Size: 50 characters (ex: 123-456-7890 x1234)
Wphone	Employee Work Telephone Number	Optional	Alphanumeric (numbers, '-', 'x' if extension) Max Size: 50 characters (ex: 123-456-7890 x1234)
PlantName	Plant Number or Name of Employee's Work Location	Required	Alphanumeric Max Size: 50 characters
PlantLocation	City of Employee's Plant/Work Location	Required	Alphanumeric Max Size: 50 characters
HireDate	Employee Date of Hire	Required	Alphanumeric (numbers & slashes only) Max Size: 10 Characters (mm/dd/yyyy ex: 01/21/1956)
TermDate	Date of Employee Termination	Required (if Position Status = Terminated)	Alphanumeric (numbers & slashes only) Max Size: 10 Characters (mm/dd/yyyy ex: 01/21/1956)
CustomerMemberID	Employee's unique insurance identifier # if other than SSN #	Optional* (*if = SSN)	Alphanumeric Max Size: 15 characters
CustomerEmployeeID	Employee's unique identifier # within the company	Optional	Alphanumeric Max Size: 15 characters

InsPlanElectionCode	Insurance Plan Election	Optional	Alphanumeric MaxSize: 10
HomeWorker	Remote Employee Indicator	Optional	Alpha Y or N Max Size: 1
Wellness	Enrolled in Wellness Program	Optional	Alphanumeric Max size: 25

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II. Dependent File:

Description	Comment	Requirement	Field Format
CompanyName	Company Name	Required	Alphanumeric Max Size: 50 characters
LastName	Dependent Last Name	Required	Alpha Characters, do not include suffix Max Size: 50 characters
FirstName	Dependent First Name	Required	Alpha Characters Max Size: 50 characters
MiddleName	Dependent Middle Name or Initial	Optional	Alpha Characters Max Size: 50 characters
Suffix	Dependent Name Suffix	Optional	Alphanumeric Max Size: 10 characters (ex: Jr, Sr, II, III, 2nd)
SSN	Dependent Social Security Number	Required	Alphanumeric (numbers and hyphens only) Max Size: 15 characters (ex: 123-45-6789)
DOB	Dependent Date of Birth	Required	Alphanumeric (numbers and slashes only) Max Size: 10 Characters (mm/dd/yyyy ex: 01/21/1956)
Gender	Dependent Gender	Required	M or F Max Size: 1 character
RelationCode	Relationship To Employee	Required	Alphanumeric Max Size: 10 characters (Spouse, Child, or Other)
RespPartySSN	Employee's Social Security Number	Required	Alphanumeric (numbers and hyphens only) Max Size: 15 characters (ex: 123-45-6789)
RespPartyEmployee ID	Employee's unique EmployeeID	Optional (unless EmployeeID is key identifier)	Alphanumeric Max Size: 15 characters
RespPartyMemberID	Employee's unique MemberID	Optional (unless MemberID is key identifier)	Alphanumeric Max Size: 15 characters
Address1	Dependent Home Address Line 1	Optional if same as employee	Alphanumeric Max Size: 50 characters
Address2	Dependent Home Address Line 2	Optional	Alphanumeric Max Size: 50 characters
City	Dependent City	Optional if same as employee	Alphanumeric Max Size: 50 characters
State	Dependent State	Optional if same as employee	Alphanumeric Max Size: 2 characters
Zip	Dependent Zip Code	Optional if same as employee	Alphanumeric (numbers and hyphen only, 5 or 9 digit zip codes) Max Size: 10 characters (ex: 12345 or 12345-6789)

Description	Comment	Requirement	Field Format
Hphone	Dependent Home Telephone Number	Optional if same as employee	Alphanumeric (numbers, '-', 'x' if extension) Max Size: 50 characters (ex: 123-456-7890 x1234)
Wphone	Dependent Work Telephone Number	Optional	Alphanumeric (numbers, '-', 'x' if extension) Max Size: 50 characters (ex: 123-456-7890 x1234)
CustomerMemberID	Dependent's unique insurance identifier # if other than SSN #	Optional* (*if = SSN)	Alphanumeric Max Size: 15 characters

Claims Data File Required Elements

Claims data files should be fixed-length text files. Headers are not allowed. If delimited files are used instead, a column header record is required. Please send documentation of your file layout and any definitions/descriptions/formulas. Data should be in HIPAA-compliant format wherever possible.

I. Medical and Pharmacy Claims File:

Everside Medical Claims Fields Requested
 Please include your file layout and any definitions/descriptions.
 Data should be in HIPAA-compliant format wherever possible.

Description	Comment	Requirement
Group Number		Required
Subgroup Number		Required
Claim Number		Required
Service Sequence number	Line number for claim lines that belong to the same claim number	Required
Paid Date	MM/DD/YYYY - Critical	Required
Beginning Date of Service	Admit Date MM/DD/YYYY	Required
Ending Date of Service	Discharge Date MM/DD/YYYY	Required
Process Date	MM/DD/YYYY	Optional
Claim Begin Date	MM/DD/YYYY	Optional
Claim End Date	MM/DD/YYYY	Optional
Patient's SSN	Other term for Patient is Claimant	Required
Patient's Last Name		Required
Patient's First Name		Required
Patient's Middle Name		Optional
Patient's Gender		Required
Patient's Date of Birth	MM/DD/YYYY	Required
Patient's City		Optional
Patient's State		Optional
Patient's Zip Code		Optional
Patient Relationship to Policy Holder	Employee, Spouse, or Dependent	Required
Dependent Suffix	Code to identify uniquely each member on the policy. Sometimes called Dependent Number or Person Code. A typical code would be "01" for the policy holder, "02" for the spouse, and "03" and higher for children.	Required

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Policy Holder Number	This must be the identifier included in the Everside demographic file for matching claims data to the policy holder. This ID may be the SSN, but it may be the insurance carrier's internal member ID or the company's employee ID. Other terms for Policy Holder are Subscriber, Insured, and Employee.	Required
Policy Holder's SSN	Required in addition to Policy Holder Number	Required
Policy Holder's Last Name		Required
Policy Holder's First Name		Required
Policy Holder's Gender		Required
Policy Holder's Date of Birth	MM/DD/YYYY	Required
Policy Holder's Zip Code		Optional
In/Out Flag	I-Inpatient; O-Outpatient; P-Professional (physician-related)	Optional
Place of Service Code	*Please provide a separate list of place of service codes and descriptions if description is not included in file.	Required*
Service Type Code	*Please provide a separate list of service type codes and descriptions if description is not included in file. These are high-level descriptions of the service such as HEMODIALYSIS, SURGERY, MATERNITY, ANESTHESIA, X-RAY (DIAGNOSTIC), AND MEDICAL CARE (INPATIENT & OUTPATIENT). Details are provided in the CPT4 procedure codes.	Optional
Procedure Code	CPT4 Procedure Code	Required
Procedure Modifier	Standard CPT4 Modifier	Required
UB92 Revenue Code	UB92 FL42	Optional
Primary Diagnosis Code	ICD9 Diagnosis Codes	Required

Medical and Pharmacy Claims File continued. . .

Secondary Diagnosis Code		Optional
Tertiary Diagnosis Code		Optional
Quaternary Diagnosis Code		Optional
DRG (Diagnosis Related Group)		Optional
ICD9 Procedure Code	Standard ICD9 Procedure Code (different from CPT4 Codes)	Optional
UB92 Bill Type	UB92 FL4 (e.g. 111, 121, 131)	Optional
Amount Requested	Amount Requested by the pharmacy	Optional
Amount Allowed	Amount Allowed under the plan	Required
Paid Amount	Amount paid by the plan	Required
Claim Type	Drug, Dental, Vision, or Medical	Required
Provider Number (Rendering Provider)	The unique number used by the carrier to identify each provider. This may be an internal identifier or a national identifier. *At least one of the following four national IDs is also required. If it is not included in this file, then a cross-reference file must also be provided.	Required
Provider NPI	NPI number for provider	Required*
Provider UPIN	Unique Physician Identification Number	Required*
Provider DEA Number		Required*
Provider Tax ID Number		Required*

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Provider Type	These are high-level descriptions of the specialty such as OPTOMETRIST, DENTAL GROUP, MD, PHYSICAL THERAPIST, HOSPICE NURSE, and URGENT CARE/WELLNESS PROGRAM/GROUP.	Required
Provider Specialty Code	*Please provide a separate list of provider specialty codes and descriptions if description is not included in file.	Required
Provider First Name	* Please send if available	Optional*
Provider Last Name	* Please send if available	Optional*
Provider Suffix		Optional
Provider Address 1		Optional
Provider Address 2		Optional
Provider City		Optional
Provider State		Optional
Provider Zip Code		Optional
Additional Data Fields Requested for Rx Claims		
Pharmacy Number		Optional
National Drug Code	NDC	Required
Drug Name		Required
Ordering Physician	DEA number of prescribing physician	Optional
Drug Quantity		Required
Generic Indicator		Required
Days Supply		Required

II. Medical Claims File Only:

Everside Medical Claims Fields Requested

Please include your file layout and any definitions/descriptions.
Data should be in HIPAA-compliant format wherever possible.

Description	Comment	Requirement
Group Number		Required
Subgroup Number		Required
Claim Number		Required
Service Sequence number	Line number for claim lines that belong to the same claim number	Required
Paid Date	MM/DD/YYYY - Critical	Required
Beginning Date of Service	Admit Date MM/DD/YYYY	Required
Ending Date of Service	Discharge Date MM/DD/YYYY	Required
Process Date	MM/DD/YYYY	Optional
Claim Begin Date	MM/DD/YYYY	Optional
Claim End Date	MM/DD/YYYY	Optional
Patient's SSN	Other term for Patient is Claimant	Required
Patient's Last Name		Required
Patient's First Name		Required
Patient's Middle Name		Optional
Patient's Gender		Required
Patient's Date of Birth	MM/DD/YYYY	Required
Patient's City		Optional
Patient's State		Optional

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Patient's Zip Code		Optional
Patient Relationship to Policy Holder	Employee, Spouse, or Dependent	Required
Dependent Suffix	Code to identify uniquely each member on the policy. Sometimes called Dependent Number or Person Code. A typical code would be "01" for the policy holder, "02" for the spouse, and "03" and higher for children.	Required
Policy Holder Number	This must be the identifier included in the Everside demographic file for matching claims data to the policy holder. This ID may be the SSN, but it may be the insurance carrier's internal member ID or the company's employee ID. Other terms for Policy Holder are Subscriber, Insured, and Employee.	Required
Policy Holder's SSN	Required in addition to Policy Holder Number	Required
Policy Holder's Last Name		Required
Policy Holder's First Name		Required
Policy Holder's Gender		Required
Policy Holder's Date of Birth	MM/DD/YYYY	Required
Policy Holder's Zip Code		Optional
In/Out Flag	I-Inpatient; O-Outpatient; P-Professional (physician-related)	Optional
Place of Service Code	*Please provide a separate list of place of service codes and descriptions if description is not included in file.	Required*
Service Type Code	*Please provide a separate list of service type codes and descriptions if description is not included in file. These are high-level descriptions of the service such as HEMODIALYSIS, SURGERY, MATERNITY, ANESTHESIA, X-RAY (DIAGNOSTIC), AND MEDICAL CARE (INPATIENT & OUTPATIENT). Details are provided in the CPT4 procedure codes.	Optional
Procedure Code	CPT4 Procedure Code	Required
Procedure Modifier	Standard CPT4 Modifier	Required
UB92 Revenue Code	UB92 FL42	Optional
Primary Diagnosis Code	ICD9 Diagnosis Codes	Required
Secondary Diagnosis Code		Optional
Tertiary Diagnosis Code		Optional
Quaternary Diagnosis Code		Optional
DRG (Diagnosis Related Group)		Optional
ICD9 Procedure Code	Standard ICD9 Procedure Code (different from CPT4 Codes)	Optional
UB92 Bill Type	UB92 FL4 (e.g. 111, 121, 131)	Optional
Amount Requested	Amount Requested by the pharmacy	Optional
Amount Allowed	Amount Allowed under the plan	Required
Paid Amount	Amount paid by the plan	Required
Claim Type	Drug, Dental, Vision, or Medical	Required
Provider Number (Rendering Provider)	The unique number used by the carrier to identify each provider. This may be an internal identifier or a national identifier. *At least one of the following four national IDs is also required. If it is not included in this file, then a cross-reference file must also be provided.	Required
Provider NPI	NPI number for provider	Required*

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Provider UPIN	Unique Physician Identification Number	Required*
Provider DEA Number		Required*
Provider Tax ID Number		Required*
Provider Type	These are high-level descriptions of the specialty such as OPTOMETRIST, DENTAL GROUP, MD, PHYSICAL THERAPIST, HOSPICE NURSE, and URGENT CARE/WELLNESS PROGRAM/GROUP.	Required
Provider Specialty Code	*Please provide a separate list of provider specialty codes and descriptions if description is not included in file.	Required
Provider First Name	* Please send if available	Optional*
Provider Last Name	* Please send if available	Optional*
Provider Suffix		Optional
Provider Address 1		Optional
Provider Address 2		Optional
Provider City		Optional
Provider State		Optional
Provider Zip Code		Optional

III. Pharmacy Claims File Only:

Everside Rx Claims Fields Requested

**Please include your file layout and any definitions/descriptions.
Data should be in HIPAA-compliant format wherever possible.**

Description	Comment	Requirement
Group Number		Required
Subgroup Number		Required
Rx Claim Number		Required
Prescription Sequence	Line number for claim lines that belong to the same claim number - required if used	Required
Paid Date	MM/DD/YYYY - Critical	Required
Date of service / Date Prescription Filled	MM/DD/YYYY	Required
Process Date	MM/DD/YYYY	Optional
Patient's SSN		Required
Patient's Last Name		Required
Patient's First Name		Required
Patient's Middle Name		Optional
Patient's Gender		Required
Patient's Date of Birth	MM/DD/YYYY	Required
Patient's City		Optional
Patient's State		Optional
Patient's Zip Code		Optional
Patient Relationship to Policy Holder	Employee, Spouse, or Dependent	Required
Dependent Suffix	Code to identify uniquely each member on the policy. Sometimes called Dependent Number or Person Code. A typical code would be "01" for the policy holder, "02" for the spouse, and "03" and higher for children.	Required

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Policy Holder Number	This must be the identifier included in the Everside demographic file for matching claims data to the policy holder. This ID may be the SSN, but it may be the insurance carrier's internal member ID or the company's employee ID. Other terms for Policy Holder are Subscriber, Insured, Employee.	Required
Policy Holder's SSN	Required in addition to Policy Holder Number	Required
Policy Holder's Last Name		Required
Policy Holder's First Name		Required
Policy Holder's Gender		Required
Policy Holder's Date of Birth	MM/DD/YYYY	Required
Policy Holder's Zip Code		Optional
Pharmacy Number		Optional
National Drug Code	NDC	Required
Drug Name		Required
Ordering Physician	DEA number of prescribing physician	Optional
Drug Quantity		Required
Generic Indicator		Required
Days Supply		Required
Amount Requested	Amount requested by the pharmacy	Optional
Amount Allowed	Amount allowed under the plan	Required
Paid Amount	Amount paid by the plan	Required
Primary Diagnosis Code	ICD9 Diagnosis Codes	Optional

*Claims data cannot be processed unless the demographic data files and any claims files contain *the same* unique identifier for each covered member, including dependents.

IV. Member File:

Description	Comment	Requirement	Field Format
LastName	Employee Last Name	Required	Alpha Characters, do not include suffix Max Size: 50 characters
FirstName	Employee First Name	Required	Alpha Characters Max Size: 50 characters
MiddleName	Employee Middle Name or Initial	Optional	Alpha Characters Max Size: 50 characters
Suffix	Employee Name Suffix	Optional	Alphanumeric Max Size: 10 characters (ex: Jr, Sr, II, III, 2nd)
DOB	Employee Date of Birth	Required	Alphanumeric (numbers and slashes only) Max Size: 10 Characters (mm/dd/yyyy ex: 01/21/1956)
Gender	Employee Gender	Required	M or F Max Size: 1 character
Address1	Employee Home Address Line 1	Required	Alphanumeric Max Size: 50 characters
Address2	Employee Home Address Line 2	Optional	Alphanumeric Max Size: 50 characters
City	Employee City	Required	Alphanumeric Max Size: 50 characters
State	Employee State	Required	Alphanumeric Max Size: 2 characters

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Description	Comment	Requirement	Field Format
Zip	Employee Zip Code	Required	Alphanumeric (numbers and hyphen only, 5 or 9 digit zip codes) Max Size: 10 characters (ex: 12345 or 12345-6789)
Member Number	This must be the identifier included in the Everside demographic file for matching claims data to the member. This ID may be the SSN, but it may be the insurance carrier's internal member ID or the company's employee ID.	Required	
Relationship Code	Employee, Spouse, or Dependent	Required	Patient Relationship to Policy Holder
Dependent Suffix	Code to identify uniquely each member on the policy. Sometimes called Dependent Number or Person Code. A typical code would be "01" for the policy holder, "02" for the spouse, and "03" and higher for children.	Required	
Policy Holder Number	This must be the identifier included in the Everside demographic file for matching claims data to the policy holder. This ID may be the SSN, but it may be the insurance carrier's internal member ID or the company's employee ID. Other terms for Policy Holder are Subscriber, Insured, Employee.	Required	
Coverage Start Date	MM/DD/YYYY	Required	
Coverage End Date	MM/DD/YYYY	Required	
Group Number		Required	
Subgroup Number		Required	
Plan Code		Required	

When Everside submits claims for reporting purposes:

In the event the Claims Payor for Employer (TPA or Insurance Carrier) does not use the same unique identifier as Employer to identify each plan member, the Claims Payor must provide a cross reference file which connects each plan member on the Employer demographic file. This may be at an additional cost to Employer.

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EXHIBIT D FINANCIAL PERFORMANCE GUARANTEE

Everside guarantees a return on investment of at least 1:1 over the first twenty-four (24) months of the Health Center's operation ("Measurement Period") at the Employer. Up to 100% ("Percentage at Risk") of the Management Fees paid over the Measurement Period are at risk, dependent upon participation levels and actual Return on Investment ("ROI") in light of Total Program Costs, should this ROI not be satisfied in full.

Definitions Applicable to this Exhibit:

1. "Actual Claim Cost per Eligible Per Year" is referred to herein as (PEPY(Y)), as further defined by the formula under Step 1.
2. "Actual Eligible Members" is equal to the sum of Eligible Members in Years 1 and 2 ($E_1 + E_2$) under the Measurement Period.
3. "Average Baseline Claim Cost per Eligible Per Year" is referred to herein as (PEPY(X)), as further defined by the formula under Step 1.
4. "Average Participation Rate" is the weighted average of Participation Rates as determined under Step 3.
5. "Eligible Members" is defined as total number of unique individuals eligible for Health Center services for at least one month during each respective year of the Measurement Period.
6. "Health Center Participants" is defined as those Eligible Members under the Specified Relationships completing at least one documented visit in the Health Center during a twelve-month period and is measured for each of the two years of the Measurement Period.
7. "Measurement Period" is defined under the first paragraph of this Exhibit.
8. "Participation Rate" is defined by dividing the number of Health Center Participants within that Specified Relationship by the Eligible Members within that Specified Relationship over a given year within the Measurement Period, as determined under Step 3.
9. "Participation Rate Adjustment Factor" is the factor associated with the lowest participation level achieved across all Specified Relationships (Employee/Spouse/Children), as determined under the applicable chart under Step 3.
10. "Percentage at Risk" is the maximum amount of the Management Fees subject to refund as stated under the first paragraph of this Exhibit. Actual refund is subject to adjustment as described herein.
11. "Refund Amount" is calculated by multiplying the Management Fee by the Percentage at Risk by the ROI Impact Factor multiplied by the Participation Rate Adjustment Factor, (see Step 4).
12. "Return on Investment" or "ROI" over the Measurement Period is defined by multiplying the difference between PEPY(X) and PEPY(Y) times Actual Eligible Participants ($E_1 + E_2$) and dividing by the Total Program Cost, as further described under Step 1.
13. "ROI Impact Factor" is defined by the chart indicated under Step 2 to adjust any refunds due based upon the degree of the ROI shortfall.
14. "Specified Relationships" those Eligible Members selected under Step 1 below (Employees, Spouses, and/or Children).
15. "Total Program Cost" for purposes of this Exhibit is equal to the sum of actual Startup Costs and Costs for Core Services (see pricing proforma to define categories) over the Measurement Period, for personal health services only. If Employer adds occupational health services at any time during the Measurement Period, Everside reserves the right to increase the percentage excluded from the Total Program Cost so as to approximate in good faith the percentage of costs attributable to such activities.

The following terms are preconditions to the application of this guarantee:

1. All levels of management (including managers and supervisors at the Health Center location, if onsite) will embrace and support wellness including usage of the Health Center.

2. Employer will advocate for all employee utilizers of the Health Center attend at least one (1) introductory education session facilitated by an Everside associate detailing the program.
3. Employer provides access to the Health Center at no cost to the Eligible Members (excepting HDHP/HSA participants).
4. Everside will present qualified Health Center staff candidates for the purpose of Employer providing input into Everside’s selection decision. However, Everside will make the final decision with respect to whether to contract with identified candidates. Also, matters of continued engagement of said Health Center staff as Everside’s employees and independent contractors will be up to Everside’s final discretion.
5. Employer shall provide Everside with detailed medical and prescription drug claims and demographic data regarding all Eligible Members for at least the 24-month period prior to the Health Center’s opening, and on a monthly basis after the opening of the Health Center. For purposes of the look-back claims data, “Eligible Members” will be defined by all Eligible Members as of Health Center opening. Such claims data shall be in substantial conformance with the requirements of Exhibit C “Electronic Data Sharing.”
6. Employer will provide consideration for Everside to perform an initial mass health risk assessment on the Health Center-eligible population by election of the “Mass Health Risk Assessment” Exhibit with a minimum actual participation rate of seventy percent (70%) of Employees and fifty percent (50%) of employee Spouses. If Employer does not engage Everside for such assessment, Everside may waive this condition if it can obtain all needed health assessment data covering a minimum of seventy percent (70%) of Employees and fifty percent (50%) of employee Spouses from Employer’s current vendor in a timely and satisfactory matter and Employer communicates visit compliance parameters to participants. Whether information needs are satisfied to support this guarantee is subject to Everside’s sole discretion, and Employer will be responsible for all additional costs incurred to accomplish the data transfer and integration.
7. Employer shall engage Everside to perform dispensary services by election of the “Dispensary” Exhibit as applicable and mutually agreed upon.
8. Employer shall engage Everside for the entire Measurement Period.

FINANCIAL PERFORMANCE GUARANTEE CALCULATION

The Financial Performance Guarantee Calculation involves four steps. In Step 1, we calculate the Return on Investment (ROI) to determine whether the Financial Guarantee has been met. If the Financial Performance Guarantee has been met, no refund is due, and Steps 2, 3, and 4 are not required.

Step 2 applies the ROI factor to determine the ROI Impact Factor to adjust any refund payable to account for the degree of ROI shortfall. Step 3 determines the Participation Rate Adjustment Factor to adjust any refund payable to account for low participation levels. Step 4 assembles these factors to calculate the amount of any refund that may be payable.

STEP 1: Calculate the ROI over the Measurement Period using the following process:

- This calculation is based on Eligible Members defined to include Employees, Spouses, and/or Children as specified below (the “Specified Relationships”):
 - x Employees
 - x Spouses
 - x Children

Attachment: Everside_Alamance County MSA (CLEAN) 7.25.2021 (2021-91 : Approval of Employee Health Clinic Contract)

- The baseline claim cost Per Eligible Per Year for year 1 (PEPY(X)₁) and year 2 (PEPY(X)₂) is agreed upon as follows:

PEPY(X) ₁	\$4,569.40
PEPY(X) ₂	\$4,912.10

The baseline claim cost factors defined above assume the Health Center will be opened in accordance with the initial standards of this Agreement (normally within 120 days of signing); if the Health Center should be opened more than 120 days after signing, the baseline shall be adjusted by multiplying each factor by 1 plus an assumed medical trend rate of 7.5% times the number of days of delay divided by 365:

$$\widehat{PEPY(X)}_y = PEPY(X)_y \times \left(1 + 7.5\% \times \frac{\text{Days of Delay}}{365} \right)$$

- Calculate “Actual Eligible Members” or “(E_y)” for the first twelve months (E₁) and for the second 12 months (E₂) where “Eligible Members” is defined as total number of unique individuals eligible for Health Center services for at least one month during each respective year of the Measurement Period.
- Calculate the “Average Baseline Claim Cost per Eligible Per Year” or “PEPY(X)” using the following formula

$$PEPY(X) = \frac{PEPY(X)_1 \times E_1 + PEPY(X)_2 \times E_2}{E_1 + E_2}$$

- Calculate the “Actual Claim Cost per Eligible Per Year” or “PEPY(Y)” using the following formula

$$PEPY(Y) = \frac{[Total Claims] - [Claims > \$75K]}{E_1 + E_2 - [Claimants > \$75K]}$$

where [Total Claims] = Total Medical and Prescription Drug Claims Paid over the measurement period for all Specified Relationships as defined above.

[Claims > \$75K] = Total Medical and Prescription Drug Claims Paid during the applicable year for all Eligible Members with claims exceeding \$75,000 in the first and/or second year of the Measurement Period, and

[Claimants > \$75K] = The number of Eligible Members during the applicable year with claims exceeding \$75,000 in the first and/or second year of the Measurement Period.

- Calculate the “Return on Investment (ROI)” over the Measurement Period by multiplying the difference between PEPY(X) and PEPY(Y) times Actual Eligible Members (E₁ + E₂) and dividing by the Total Program Cost as defined for this exhibit:

$$ROI = \frac{(PEPY(X) - PEPY(Y)) \times (E_1 + E_2)}{Total Program Cost}$$

- If the result of this ROI formula is greater than or equal to 1, then the ROI Guarantee has been met and no refund is due. If the result of this ROI formula is less than 1, then a refund may be due as calculated in Steps 2, 3 and 4.

STEP 2: Calculate the ROI Impact Factor.

The “ROI Impact Factor” is determined by locating the row associated with the Return on Investment (ROI) calculated in Step 1. For example, of the calculated ROI is .92:1, the Return on Investment (ROI) Impact Factor is 10%.

ROI Results	ROI Impact Factor
1.0 + : 1	0%
0.9 : 1	10%
0.8 : 1	20%
0.7 : 1	30%
0.6 : 1	40%
0.5 : 1	50%
0.4 : 1	60%
0.3 : 1	70%
0.2 : 1	80%
0.1 : 1	90%
0.0 : 1	100%

Step 3: Calculate the Participation Rate Adjustment Factor.

- Determine the number of Eligible Members within the Specified Relationships qualifying as a participant during each year of the measurement period (the “Health Center Participants”). Participation is defined as completing at least one documented visit in the Health Center during a twelve-month period and is measured for each of the two years of the measurement period.
- Calculate the “Participation Rate” for each Specified Relationship (R) for each year of the Measurement Period by dividing Health Center Participants within that Specified Relationship by the Eligible Members within that Specified Relationship for the given year of the Measurement Period:

$$Participation\ Rate_y^R = \frac{Health\ Center\ Participant_y^R}{E_y^R}$$

and calculate the “Average Participation Rate” for each Specified Relationship as the weighted average:

$$Average\ Participation\ Rate^R = \frac{Participation\ Rate_1^R \times E_1^R + Participation\ Rate_2^R \times E_2^R}{E_1^R + E_2^R}$$

- Use the chart below to determine the “Participation Rate Adjustment Factor” based on the Average Participation Rates calculated for each Specified Relationship.

Locate the row associated with the Average Participation Rate for each Specified Relationship. The Participation Rate Adjustment Factor is the factor associated with the lowest participation level achieved across all Specified Relationships (Employee/Spouse/Children).

Employee Average Participation Rate	Spouse Average Participation Rate	Children Average Participation Rate	Participation Rate Adjustment Factor
70.0%+	29.0%+	12.0%+	100.0%
62.0%-69.9%	26.0%-28.9%	10.0%-11.9%	75.0%

55.0%-61.9%	23.0%-25.9%	9.0%-9.9%	50.0%
48.1%-54.9%	20.1%-22.9%	8.1%-8.9%	25.0%
48.0% or less	20.0% or less	8.0% or less	0.0%

For example, if Specified Relationships include Employees and Spouses and the Average Participation Rate for Employees is 62.5% but Spouses are 20.2%, the Participation Rate Adjustment Factor would be 25%.

Step 4: Calculate the Refund Amount (If Any)

The “Refund Amount” is calculated by multiplying the Management Fee by the Percentage at Risk by the ROI Impact Factor multiplied by the Participation Rate Adjustment Factor:

$$\begin{aligned}
 \text{Refund Amount} &= \text{Management Fee} \\
 &\times \text{Percentage at Risk} \\
 &\times \text{ROI Impact Factor} \\
 &\times \text{Participatoin Rate Adjustment Factor}
 \end{aligned}$$

**EXHIBIT D
PERFORMANCE GUARANTEE(S)**

Except where the Measurement Period is defined otherwise in this Exhibit D, in the [twenty-four] [24] months of the Everside contract beginning TBD and ending TBD (“Measurement Period”), Everside will offer the following service guarantees. Everside shall put at risk up to [TBD %][\$ TBD] of the Management Fees paid by Employer to Everside during the applicable Measurement Period for failure to meet the guarantees. These guarantees are conditioned upon Employer engaging Everside throughout the entire Measurement Period and are not recurring. Except as otherwise provided herein, final assessments shall be completed by the end of the second month following the end of the Measurement Period, and any credit or reimbursement shall be applied in the third month.

Service Guarantee	Admin Fees at Risk	Measurement
<p>1. <u>Patient satisfaction survey</u>. Everside will receive an average survey score of 4, based on a 5-point scale on a satisfaction question.</p> <p>The standard is not applicable if the survey is completed by less than 60% of Health Center visits. Everside will employ diligent efforts to collect survey responses from patients before they leave the health center; however, if the requisite participation level is not reached, this guarantee is void. Everside will be responsible to host and administer the survey.</p>	<p>[TBD]</p>	<p>The measurement of this guarantee will be based on the average survey score garnered during the “Measurement Period” utilizing Everside’s standard survey. If the average score is equal to or greater than 4.0 for that time period, the performance guarantee will be met. An average score of below 4.0 will not meet the performance guarantee.</p> <p>Application of this guarantee is conditioned upon Employer providing sufficient internet connectivity to reliably support the survey iPads used for this guarantee.</p> <p>Further, application of this guarantee is conditioned upon Employer satisfying its obligations as to the Health Center(s) (ex. maintaining security, cleanliness, HVAC, etc.).</p>
<p>2. <u>Reporting</u>. Everside will deliver monthly and quarterly ACT reporting required in the Agreement within 45 days of the end of the applicable reporting period. This guarantee shall apply only to those reports for which Employer has provided requisite information (i.e. HRA or historical claims data).</p>	<p>[TBD]</p>	<p>The measurement of this guarantee will be based on the number of inexcusable, late reports made during the “Measurement Period.” This guarantee shall be considered satisfied if reporting is delivered by the due dates throughout the Measurement Period. The fees at risk for this guarantee are scaled based on the number of missed reports – for example, if there are 16 reports due, and 4 are not provided timely, then 25% of the fees at risk for this particular guarantee will be refunded.</p>
<p>3. <u>Employer satisfaction with account management</u>. An account manager shall acknowledge receipt of all service concerns from Employer management within 24 business hours (excepting the hours between 5PM Friday through 8AM Monday or holidays). For out-of-office occurrences, Employer is responsible for contacting the substitute account</p>	<p>[TBD]</p>	<p>Employer management will report on satisfaction levels with service responsiveness (based on account managers’ documented failures to timely acknowledge receipt of Employer requests) at each quarterly meeting. If a pattern of communication delays is documented by Employer and identified to Everside at such meeting, Everside will take corrective action to meet the 24-hour standard. If the pattern of</p>

Attachment: Everside_Alamance County MSA (CLEAN) 7.25.2021 (2021-91 : Approval of Employee Health Clinic Contract)

Service Guarantee	Admin Fees at Risk	Measurement
<p>manager. Employer acknowledges that resolution of Employer’s inquiries may take varying degrees of time, depending on complexity, etc.</p>		<p>documented delayed responsiveness does not improve by the next quarterly meeting (as determined by comparing the number of late responses documented in the first quarter of concern versus the number of late responses documented in the second quarter of concern), this standard will not be considered met for the year (if the fourth quarter is the first quarter of concern, Everside may delay assessment and payout of this particular guarantee until improvement can be assessed against the fifth quarter). Otherwise, this guarantee shall be considered satisfied.</p> <p>Where a Force Majeure Event gives rise to a failure or delay in completing the acknowledgment, this guarantee shall not trigger so long as Everside promptly acknowledges the service concern after the Force Majeure Event subsides. "Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of Everside.</p>
<p>4. <u>Health Improvements</u>. Everside guarantees improvements or maintenance in a majority of the standard risk factors identified as high risk for the top 20% of the highest risk monitored participants, measured during our mass health risk assessment events.</p> <p>[Alternative: Everside guarantees improvements or maintenance in a majority of monitored participants regarding the following risk factors: total cholesterol, LDL cholesterol, HDL cholesterol, systolic blood pressure, diastolic blood pressure, triglycerides.]</p> <p>This guarantee shall apply only if Employer elects to perform HRA events on at least [TBD] monitored participants; otherwise, this guarantee is void.</p>	<p>[TBD]</p>	<p>This guarantee will be measured based on risk factors identified in the mass health risk assessment performed in the 20__ mass HRA event as compared to metrics identified for those individuals (a) who visit the Health Center at least once during the time in between the two successive HRA events mentioned in this provision and (b) who participate in the 20__ mass HRA event (“monitored participants”). Everside shall assess health improvements by the 60th day after the last mass health assessment information is in, and the credit will apply to the month following the guarantee assessment completion. Failure to engage Everside for both HRA events listed above shall render this guarantee void.</p>
<p>5. <u>Disease Management Outreach</u>. [TBD] ___% of HRA and Health Center Participants with a TBD level of ___ TBD or higher on their most recent HRA, minus those who have been to the Health Center for a TBD visit already, will be referred internally to [a health coach or] provider for ___ TBD prevention counseling. [A home mailer will be sent to all</p>	<p>[TBD]</p>	<p>This guarantee applies to those participants who have engaged in the [insert year of event] mass health risk assessment event (including remote packages) and completed all metrics (i.e. biometrics and HaWQ), per Everside records.</p> <p>If the participant loses Health Center eligibility before the end of the Measurement Period, failure to perform outreach on such participant shall not count against the TBD % buffer.</p>

Service Guarantee	Admin Fees at Risk	Measurement
<p>individuals who qualify for the program based on the Employer-provided demographic file, and Employer will be responsible for the costs.]</p>		<p>Employer acknowledges that Everside is relying upon Employer-provided contact information to perform under this guarantee and an outreach attempt to the contact information provided will be deemed to satisfy this guarantee even if the information is in fact wrong.</p>
<p>6. <u>Closure in Anxiety/Depression Gap in Care</u>. Unless declined by the patient or the provider, [TBD] ___% of known Health Center Participants with a new anxiety or depression diagnosis at a visit, based on the agreed list of codes, will be referred to the EAP.</p>	<p>[TBD]</p>	<p>Measurement will be based on documentation by Health Center staff in the EMR during the Measurement Period. In the event the referral is declined by the patient or the provider, the declination will be noted in the EMR.</p>
<p>7. <u>Generic Prescriptions</u>. At least ___ [TBD] of the prescriptions prescribed or refilled by Everside shall be generic, except to the extent there are no generic alternatives or the generic is medically inadvisable, as determined by our providers.</p>	<p>[TBD]</p>	<p>Measurement will be based on documentation by Health Center staff in the EMR during the Measurement Period. In the event a specialty drug is prescribed the reason for not prescribing a generic alternative (if available) will be noted in the EMR.</p>
<p>8. <u>Referral Follow-Up</u>. Health Center staff will follow up with patients regarding specialist referrals within 7 days of the referral ___ [TBD] of the time, provided that there is contact information for the patient.</p>	<p>[TBD]</p>	<p>Measurement will be based on documentation by Health Center staff in the EMR during the Measurement Period. Follow-up necessitates only an attempt at contact – it does not require successful interaction or the patient’s follow-through.</p>
<p>9. <u>Visit Fees</u>. Everside collects fees from patients for visits that are not predominantly preventive in nature, with certain limited exceptions based on provider discretion, all of which is recorded. Everside grants the following guarantees regarding collection of visit fees:</p> <ul style="list-style-type: none"> • Ninety-five (95%) of the visit fees will be collected in accordance with the recorded charge. • Actual collections will reconcile with the credits made to Employer’s bill with no more than a five percent (5%) deviation, based on a 12-month average. 	<p>[TBD]</p>	<p>Everside will track applicable charges and collections within the EMR during the Measurement Period. If a patient is unable to pay but Everside marks the patient’s account as owing the appropriate sum, that sum will be deemed collected for purposes of this guarantee. Further, if it should be found during the course of the Measurement Period that no collections or EMR notations were made for certain individuals from whom collection efforts should have occurred onsite, so long as collection efforts are pursued at the next visit or otherwise by a Everside representative during the Measurement Period, then that sum will be deemed collected for purposes of the guarantee.</p> <p>The collections reconciliation will be considered satisfied so long as any deviation can be explained and there is evidence of appropriate credits to Employer. (For example, the lapse between the reporting date and credit date and/or because of banking delays, certain collections may not reconcile the same month as</p>

Service Guarantee	Admin Fees at Risk	Measurement
		the credit. Such deviations would not count against the permitted 5% deviation.)



**Alamance County Board of Commissioners
BUDGET AMENDMENT AGENDA ITEM**

TO: Alamance County Board of Commissioners

MEETING DATE: 08/2/21

FROM: Susan Evans

DATE SUBMITTED: 07/23/21

DEPT: Finance & Purchasing

ISSUE/ACTION REQUESTED:

The Board of Commissioners will consider a budget amendment totaling \$1,300,000.00 that will allow us to budget trust funds received on behalf of individuals under DSS guardianship.

BACKGROUND/PURPOSE OF REQUEST:

As part of following generally accepted accounting principles, Alamance County complies with the standards established by the Governmental Accounting Standards Board (GASB). GASB issued a new Statement 84 regarding the accounting practices related to fiduciary activities which apply to Alamance County for fiscal year ending June 30, 2021.

The implementation of this statement requires the County to present programs differently in our annual audit. Per the new accounting standard, DSS Trust accounts will require a budget and be reported in a separate fund. These trust funds are held for individual for whom the County is guardian. The \$1,300,000.00 in estimated revenues will self balance to the expenses. This budget increase does not require any County funds nor have a match requirement.

Please contact Susan Evans at 336-570-4026 for any additional information.

FISCAL IMPACT:

08/02/21 Trust Fund \$1,300,000.00

7745310-322000 | 7745310-497100 | 7745310-322201 | 7745310-497101

08/02/21 General Fund \$0.00

Total: \$1,300,000.00

COUNTY MANAGER’S RECOMMENDATION:

ATTACHMENTS:

6 DSS Trust (PDF)

ACTION OF THE BOARD OF COMMISSIONERS

RESULT:

APPROVED [UNANIMOUS]

MOVER:

Steve Carter, Vice Chairman

SECONDER:

William T Lashley, Commissioner

AYES:

Paisley Jr, Carter, Thompson, Lashley, Turner

Alamance County, North Carolina
Budget Adjustment
Type: AMENDMENT

Number 6
Date Aug 2, 21

Org	Object	Object Description	Increase	Decrease
		DSS TRUST		
7745310	322000	SSA ADULT PAYMENT	1,100,000.00	
7745310	497100	SSA ADULT PAYMENT	1,100,000.00	
7745310	322201	SSA CHILD PAYMENT	200,000.00	
7745310	497101	SSA CHILD PAYMENT	200,000.00	

Attachment: 6 DSS Trust (2021-32 : Budget Amendment - DSS Trust Funds)

Reason for adjustment:
 Budget for DSS Trust Funds to comply with GASB 84.

Budget Director Aug 2, 2021
Date

County Manager Aug 2, 2021
Date

PENDING 8-2-2021 BOARD APPROVAL
County Commissioner's Approval Aug 2, 2021

**Alamance County Board of Commissioners****ACTION ITEM AGENDA ITEM****TO:** Alamance County Board of Commissioners**MEETING DATE:** 08/2/21**FROM:** Susan Evans**DATE SUBMITTED:** 07/23/21**DEPT:** Finance & Purchasing**ISSUE/ACTION REQUESTED:**

The Board will consider approval of the Home and Community Care Block Grant (HCCBG) FY 2021-2022 Funding Plan for \$1,053,056.00 in grant funds.

Due to the timing of grant award information, the HCCBG amount and county match amount were only estimated in the FY 21-22 Adopted Budget. Based on the final grant allotment, the overall impact to the General Fund will be an increase of \$38,296.00 in grant revenues. The required County match will be funded through a transfer of funds in the amount of \$546.00 from the County Manager's Office to the HCCBG budget. This budget amendment does not require additional County funding.

BACKGROUND/PURPOSE OF REQUEST:

Alamance County will receive \$1,053,056.00 in HCCBG funding which are pass-through funds to agencies that provide services for older adults in our community. The \$1,053,056.00 HCCBG funding consists of \$951,221.00 in Block grant funding and \$101,835 in NSIP Subsidy funding. The County funding for these agencies of \$222,305.00 meets or exceeds the required match for the grant.

Once approved the adopted budget will be amended to reflect actual allocations of \$1,275,361.00 as follows:

Alamance County Community Services	\$235,356
Alamance Eldercare, Inc	\$236,665
Alamance County Meals on Wheels	\$347,173
Alamance County Transportation Authority	\$189,185
Friendship Adult Day Services, Inc	\$108,207
HomeCare Providers	\$158,775

FISCAL IMPACT:

08/02/21 General Fund \$38,842.00

1103990 | 1103587 | 1105870

COUNTY MANAGER'S RECOMMENDATION:

ATTACHMENTS:

Alamance County 731 2021-2022 (002).pdf (PDF)

7 HCCBG (XLSX)

ACTION OF THE BOARD OF COMMISSIONERS

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Steve Carter, Vice Chairman

SECONDER: Craig Turner, Commissioner

AYES: Paisley Jr, Carter, Thompson, Lashley, Turner

**Alamance County, North Carolina
Budget Adjustment**

Number 7
Date Aug 2, 21

Type: AMENDMENT

Org	Object	Object Description	Increase	Decrease
		HOME AND COMMUNITY CARE BLOCK GRANT		
1104120	449500	MISCELLANEOUS EXPENSE		546.00
1103587	333058	HOME AND COMMUNITY CARE BLOCK GRANT	38,296.00	
1105870	463002	CONGREGATE NUTRITION - ACCSA	3,507.00	
1105870	463003	ALAMANCE COUNTY MEALS ON WHEELS	27,768.00	
1105870	463006	ALAMANCE ELDERCARE	2,166.00	
1105870	463007	TRANSPORTATION - ACTA	5,401.00	

Attachment: 7 HCCBG (2021-92 : Home and Community Care Block Grant)

Reason for adjustment:
Due to the timing of grant award information, the HCCBG amount and county match amount were only estimated in the FY 21-22 Adopted Budget. Based on the final grant allotment, the overall impact to the General Fund will be an increase of \$38,296.00.

Budget Director

Aug 2, 2021
Date

County Manager

Aug 2, 2021
Date

PENDING 8-2-2021 BOARD APPROVAL
County Commissioner's Approval

Aug 2, 2021