



**ROWAN COUNTY COMMISSION AGENDA
SPECIAL MEETING
May 26, 2021 - 4:00 PM**

**Join from a PC, Mac, iPad, iPhone or Android device:
<https://bit.ly/rowanboc0526>
Password: 052621**

**Or join by phone:
Dial: (602) 753-0140 (720) 928-9299 (213) 338-8477**

Webinar ID: 989 5975 0390

Password: 052621

Call to Order

Invocation

- Provided By: Chaplain Michael Taylor

Pledge of Allegiance

Consider Approval of the Agenda

Board members are asked to voluntarily inform the Board if any matter on the agenda might present a conflict of interest or might require the member to be excused from voting.

- 1 Consent Agenda
 - A. Schedule Public Hearing - Elimination of Rowan Express In Order to Increase Transportation For Life-Sustaining Services
 - B. Submission of NC Science Museum Grant
 - C. Contract With WellPath, LLC for Inmate Healthcare Services
- 2 Submission of Proposed Budget for FY 2021-22 and Scheduling of Public Hearing for Proposed Budget
- 3 Adjournment

Individuals with disabilities who need modifications to access the services or public meetings of Rowan County Government may contact the Clerk to the Board of Commissioners three days prior to the meeting by calling (704) 216-8181 or by utilizing the North Carolina relay number at 1-800-735-2962 (English) or 1-888-825-6570 (Spanish). For additional communication options, please consult: <https://relaync.com>.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Valerie Steele, Airport & Transit Director
DATE: 5/17/2021
SUBJECT: Schedule Public Hearing - Elimination of Rowan Express In Order to Increase Transportation For Life-Sustaining Services

As part of the FY22 budget workshop the request was made to discontinue Rowan Express. The purpose of the public hearing is to allow residents of the community the opportunity to comment on Rowan County transportation needs specific to the Rowan Express route.

Recommendation is for the Board of Commissioners to hold a Public Hearing on June 7, 2021 at 3:00 p.m. to consider the elimination of Rowan Express in order to increase transportation for life-sustaining services.

ATTACHMENTS:

Description	Upload Date	Type
Memorandum	5/24/2021	Cover Memo



Be an original.

2726 Old Concord Road
Salisbury, NC 28146
704-216-8888

TO: Rowan County Board of Commissioners
FROM: Valerie Steele, Airport and Transit Director
DATE: 5/24/2021
SUBJECT: Requesting Public Hearing

As part of the FY22 budget workshop the request was made to eliminate Rowan Express.

The purpose of the public hearing is to allow residents of the community the opportunity to comment on Rowan County transportation needs specific to the elimination of the Rowan Express route in order to increase transportation for life-sustaining services.

ACTION STEP: Request for the Board of Commissioners to hold a Public Hearing on the elimination of Rowan Express at the regularly scheduled June, 7 2021 board meeting at 3:00pm. Additionally, for the Board of Commissioners to publish a public notice in the newspaper that provides the date, time, and place for a public hearing.

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MEMO TO COMMISSIONERS:

FROM: Bob Pendergrass, Director, Animal Services
DATE: May 19, 2021
SUBJECT: Submission of NC Science Museum Grant

The NC Science Museums Grant is an ongoing program offered by the General Assembly in which North Carolina non-profit and local government science education based facilities like Rowan County's Nature Center at Dan Nicholas Park can apply for funds that require no local match.

Once the facility is a part of the program, which we have been since 2015, the process is a non-competitive application and available funds are based on a pool of funds allocated by the General Assembly in its bi-annual budget.

The maximum allocation per facility is based on the Tier designation of the county that the facility is located in. We are eligible for up to \$60,000. To date, the Nature Center has received over \$300,000 no match required dollars from the program since 2015. These funds have been used to maintain our animal holding facilities, increase our educational programming equipment and staffing, build some new animal exhibits, and basically anything for the Nature center program that we ask for in an application budget.

Originally the Nature Center was approved to be eligible for the program through the efforts of our General Assembly delegation. Former State Senator Andrew Brock led the effort at the time.

This application potentially represents \$60,000 for each two years.

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130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Sheriff Kevin Auten
DATE: May 24, 2021
SUBJECT: Contract With WellPath, LLC for Inmate Healthcare Services

It is the recommendation of the Sheriff's Office and the Human Resources Department that the attached contract from Wellpath be approved in order to ensure that the County will be able to provide inmate healthcare services at the Rowan County Detention Center beginning June 1, 2021. Please note there was a discrepancy in the back-up documentation submitted when the bid was approved by the Board on April 19, 2021. The discrepancy was in the costs of optional years 2 and 3, which will increase between 3% to 5% based upon the Consumer Price Index.

ATTACHMENTS:

Description	Upload Date	Type
Memorandum	5/26/2021	Cover Memo
Contract	5/26/2021	Cover Memo

Rowan County Human Resources

130 West Innes Street, Salisbury, NC 28144
Phone (704) 216-8100 FAX (704) 216-8110

MEMORANDUM

TO: Rowan County Board of Commissioners
Aaron Church, County Manager

FROM: Kelly Natoli, Assistant County Manager/Human Resources Director

RE: Approval of Contract for Inmate Healthcare Services

DATE: May 26, 2021

After due advertisement, proposals to administer inmate healthcare services at the Rowan County Detention Center were received and opened by David Sifford, Purchasing Agent. This bid was submitted to (and approved by) the Board of Commissioners on April 19, 2021 at the recommendation of Sheriff Auten.

Attached for your approval is the contract from Wellpath as a result of being approved as the awarded vendor. Please note one discrepancy exists between the bid that was approved by the Commissioners on April 19, 2021 and the attached contract. There was an error in the backup documentation presented to the Board at the time. It was stated in the backup documentation that there would be a 3% cost increase in years two and three if the County chose to enter into those optional years of the contract. The actual increase for the optional years two and three is a minimum of 3% and a maximum of 5%, based upon the Consumer Price Index, and indicated in the attached contract.

Staff's Recommendation: It is the recommendation of the Sheriff's Office and the Human Resources Department that the attached contract be approved in order to ensure that the County will be able to provide inmate healthcare services at the Rowan County Detention Center beginning June 1, 2021. The estimated cost is \$1,030,488 for the first year (plus a one-month additional cost of \$85,874 from the current budget year, which may be offset with a credit from the current provider due to terminating its contract early). As stated above, there would be an increase in cost for optional years two and three of between 3% and 5%, based upon the Consumer Price Index.

AGREEMENT FOR INMATE HEALTH CARE SERVICES
at Rowan County, North Carolina
Effective June 1, 2021 through June 30, 2022

This Agreement for Inmate Health Care Services (hereinafter, the "Agreement") entered into by and between the County of Rowan, a political subdivision in the State of North Carolina (hereinafter, the "County"), acting by and through its duly elected Board of County Commissioners, (hereinafter, the "Board") and Wellpath LLC, a Delaware limited liability company (hereinafter, "Wellpath").

RECITALS

WHEREAS, the County and the duly elected Sheriff (hereinafter the "Sheriff") are charged by law with the responsibility for administering, managing, and supervising the health care delivery system of the Rowan County Detention Center, located at 115 W Liberty St, Salisbury, NC 28144, and the Rowan County Detention Center Annex, located at 400 Grace Church Rd, Salisbury, NC 28147 (collectively hereinafter, "Jail"); and

WHEREAS, the objective of the County is to provide for the delivery of quality health care to the Inmates and Detainees of the Jail (hereinafter, "Jail Population"), in accordance with applicable law; and

WHEREAS, Wellpath is in the business of administering correctional health care services and desires to administer such services on behalf of the County to the Jail Population under the terms and conditions hereof.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter made, the Parties hereto agree as follows:

DEFINITIONS

Contract Year – The initial, and any successive, twelve (12) month period beginning with the effective date of the Agreement.

County Inmates/Detainees – An Inmate/Detainee held under the jurisdiction of the County or Sheriff. County Inmates/Detainees may be housed in the Jail or in another jurisdiction's correctional facility. However, County Inmates/Detainees housed in another jurisdiction are not covered by the provisions of this Agreement unless Wellpath administers health care services at the other jurisdiction's facility and is specifically set forth below.

Covered Persons – An Inmate/Detainee of the Jail who is: (1) part of the Jail's MADP; and (2) Fit for Confinement; and (3)(a) incarcerated in the Jail; or (b) on work release status. NOTE: Covered Persons include Other County Inmates/Detainees for purposes of delivery of basic health care services, however, the cost of certain services provided to Other County Inmates/Detainees are borne by the County as set forth in Section 5.0.

Detainee – An adult or juvenile individual whose sentence has not yet been adjudicated and is held as a pre-trial detainee or other individual held in lawful custody.

Fit for Confinement – A determination made by a Wellpath authorized physician that an Inmate/Detainee is medically stable and has been medically cleared for acceptance into the Jail. Such determination shall only be made after resolution of any injury or illness requiring immediate transportation and treatment at a hospital or similar facility.

Health Care Staff – Medical, mental health and support staff provided or administered by Wellpath.

Wellpath Chief Clinical Officer– Wellpath's Chief physician who is vested with certain decision-making duties under this Agreement.

Inmate – An adult or juvenile individual who is being incarcerated for the term of their adjudicated sentence.

Monthly Average Daily Population (MADP) – The average number of Inmates/Detainees housed in the Jail on a daily basis for the period of one month. The MADP shall include, but separately list, Other County Inmates/Detainees. The MADP shall be figured by summing the daily population for the Jail and Other County Inmates/Detainees (as determined by a count performed at the same time each day) for each day of the month and dividing this sum by the total number of days in the month. Jail records shall be made available to Wellpath upon request to verify the MADP. Persons on home confinement, housed outside of the Jail, and parolees and escapees shall not be considered part of the Jail's MADP.

NCCHC – The National Commission on Correctional Health Care.

Other County Inmate/Detainee – An Inmate/Detainee under the jurisdiction of another county, state or federal agency, who is being housed in the Jail.

Physician Extender – An advanced level healthcare professional such as a Nurse Practitioner, Physician Assistant, or Clinical Nurse Specialist.

Specialty Services – Medical services that require physicians to be licensed in a specialty such as obstetrics, gynecology, or dermatology or other specialized field of medicine, excluding services that are otherwise provided for in this Agreement.

ARTICLE I

HEALTH CARE SERVICES

- 1.0 SCOPE OF SERVICES. Wellpath shall administer health care services and related administrative services at the Jail according to the terms and provisions of this Agreement. The costs of the various health care services shall be borne by Wellpath or the County as set forth in this Article.
- 1.1 GENERAL HEALTH CARE SERVICES. Wellpath will arrange and bear the cost of the following health care services:
 - 1.1.1 RECEIVING SCREENING. A receiving screening of a Covered Person shall be performed as soon as possible after the Covered Person's booking into the Jail, not to exceed 24 hours after the Covered Person's arrival at the Jail.
 - 1.1.2 HEALTH ASSESSMENT. A health assessment of a Covered Person shall be performed as soon as possible, but no later than fourteen (14) calendar days after the Inmate/Detainee's arrival at the Jail. The health assessment shall follow current NCCHC guidelines.
 - 1.1.3 SCHEDULED SICK CALL. A qualified healthcare professional shall conduct sick calls for Covered Persons on a timely basis and in a clinical setting. A Physician Extender will be available to see Covered Persons at least once per week.

- 1.2 AMBULANCE SERVICE – NOT COVERED. Wellpath shall not be responsible for the provision or cost of any ambulance services. In the event that ambulance service is required for any reason, the County shall bear the cost.
- 1.3 BODY CAVITY SEARCHES/COLLECTION OF PHYSICAL EVIDENCE. Wellpath Health Care Staff will not perform body cavity searches, nor collect physical evidence (blood, hair, semen, saliva, etc.).
- 1.4 DENTAL - ORAL SCREENING ONLY. Wellpath shall arrange and bear the cost of oral screening (as defined by NCCHC guidelines) of all Covered Persons. The County shall bear the cost of any and all other dental services required by the Jail Population.
- 1.5 ELECTIVE MEDICAL CARE - NOT COVERED. Wellpath shall not be responsible for the provision or cost of any elective care. In the event a member of the Jail Population requires elective care, the Inmate/Detainee or County shall be responsible for all costs. Elective medical care shall be defined as care which, if not provided, would not, in the sole opinion of Wellpath's Chief Clinical Officer or designee, cause the Inmate/Detainee's health to deteriorate or cause harm to the Inmate/Detainee's wellbeing. Decisions concerning elective medical care shall be consistent with the applicable American Medical Association (AMA) Standards.
- 1.6 HOSPITALIZATION - NOT COVERED. Wellpath shall not be responsible for the provision or cost of any hospitalization services. In the event that hospitalization is medically necessary for a member of the Jail Population, the County shall bear the cost.
- 1.7 LONG TERM CARE - NOT COVERED. Wellpath shall not be responsible for the provision or cost of any long-term care facility services. In the event that a member of the Jail Population requires skilled care, custodial care or other services of a long-term care facility, the County shall bear the cost.
- 1.8 MENTAL HEALTH CARE. Wellpath shall arrange and bear the cost of on-site mental health services for Covered Persons which shall include evaluations, referrals, crisis management, suicide intervention, individual therapy, basic community linkage, and continuity of care. Wellpath shall not be responsible for the provision or cost of any off-site or inpatient mental health services. The County shall be responsible for the provision and cost of off-site or inpatient mental health services for the Jail Population.
- 1.9 PATHOLOGY/RADIOLOGY SERVICES - NOT COVERED. Wellpath shall not be responsible for the provision or cost of any pathology or radiology services. In the event that any pathology or radiology services (also referred to as laboratory and x-ray services) are required for the Jail Population, the County shall bear the cost.
- 1.10 PREGNANT COVERED PERSONS. Wellpath shall arrange and bear the cost of on-site health care services for any pregnant Covered Person in accordance with NCCHC standards and this Agreement, but Wellpath shall not arrange or bear the cost of any health care services for infants. To the extent off-site health care services are required for any pregnant Covered Person, Wellpath shall make appropriate arrangements for rendering such care, but the cost of such off- site services shall be borne by the County.
- 1.11 SPECIALTY SERVICES - NOT COVERED. Wellpath shall not be responsible for the provision or cost of any Specialty Services. In the event that Specialty Services are medically necessary for the Jail Population, the County shall bear the cost.

- 1.12 VISION CARE - NOT COVERED. Wellpath shall not be responsible for the provision of eyeglasses or any other vision services other than care for eye injuries or diseases. In the event that any Covered Person requires vision services, including an ophthalmologist's services, the County shall bear the cost of such vision or eye care services.
- 1.13 OFFICE EQUIPMENT - NOT COVERED. Wellpath shall not be responsible for the provision or cost of any office equipment. The County shall be responsible for providing office equipment, such as copier, fax and phone service required for the administrative operation of the medical unit.
- 1.14 OFFICE SUPPLIES. Wellpath shall be responsible for providing office supplies such as books, medical record folders, and forms as required for the administrative operations of the medical unit.
- 1.15 MEDICAL SUPPLIES/EQUIPMENT. Wellpath shall provide medical supplies (i.e. alcohol prep pads, syringes, etc.) and equipment (i.e. thermometers, scales, etc.) required to administer the terms of the Agreement. Wellpath shall pass through to County the cost of medical supplies and equipment. Medical supplies and equipment do not include office and paper supplies.
- 1.16 MEDICAL WASTE. Wellpath shall arrange and bear the cost of removing and properly disposing of medical waste material generated while fulfilling its duties under this Agreement in accordance with all applicable state laws and OSHA- regulated standards.
- 1.17 PHARMACY SERVICES – PHARMACEUTICAL MANAGEMENT ONLY. Wellpath shall provide monitoring of pharmacy usage as well as a Preferred Medication List. County shall bear the cost of all prescription and non-prescription over-the-counter medications prescribed for Covered Persons.

ARTICLE II

HEALTH CARE STAFF

- 2.0 STAFFING HOURS. Wellpath shall provide or arrange for the provision of Health Care Staff necessary to render the health care services contemplated in Article I as set forth in the staffing plan set forth in Exhibit A, attached hereto and made a part hereof. Wellpath reserves the right to assign the staff in Exhibit A to shift coverage as necessary based on operation needs to provide the health care services under this Agreement.
 - 2.0.1 Additional hours may be provided if mutually agreed upon by both Parties in writing, with at least 24 hours advanced notice.
 - 2.0.2 Wellpath shall provide or arrange for the provision of an on-call Physician Extender [or Health Service Administrator, Physician, etc.] available by telephone or pager 24 hours per day and 7 days per week.
 - 2.0.3 Wellpath shall make reasonable efforts to supply the staffing levels contained in this section, however, failure to continuously supply all of the required staffing due to labor market demands or other factors outside the control of Wellpath, after such reasonable efforts have been made, shall not constitute a breach of this Agreement.
- 2.1 STAFFING LEVELS WAIVER. Based on actual staffing needs as affected by medical emergencies, riots, increased or decreased Inmate/Detainee population, and other unforeseen

circumstances, certain increases or decreases in staffing requirements may be waived as agreed to by the County and Wellpath.

- 2.2 STAFF SCREENING. The County shall screen Wellpath's proposed Health Care Staff, employees, agents and/or subcontractors providing services at the Jail to ensure they do not constitute a security risk. The County shall have final approval of Wellpath's Health Care Staff, employees, agents and/or subcontractors in regard to security/background clearance.
- 2.3 SATISFACTION WITH HEALTH CARE STAFF. In recognition of the sensitive nature of correctional facility operations, if the County becomes dissatisfied with any member of the Health Care Staff, the County shall provide Wellpath written notice of such dissatisfaction and the reasons therefore. Following receipt of such notice, Wellpath shall use commercially reasonable efforts to resolve the dissatisfaction. If the problem is not resolved to the satisfaction of the County within ten (10) business days following Wellpath's receipt of the notice, Wellpath shall remove the individual from providing services at the Jail within a reasonable time frame considering the effects of such removal on Wellpath's ability to deliver health care services and recruitment/hiring of an acceptable replacement. The County reserves the right to revoke the security clearance of any Health Care Staff at any time.
- 2.4 STAFFING REIMBURSEMENT. Wellpath shall reimburse the County for unstaffed hours resulting from staffing vacancies that remain vacant for more than forty-five (45) days on an aggregate basis based on aggregate monthly figures reported by Wellpath. Back-filled hours shall be deemed staffed hours for purposes of reimbursement calculation.

ARTICLE III

ADMINISTRATIVE SERVICES

- 3.0 UTILIZATION MANAGEMENT. Wellpath shall provide utilization management services and administer Pharmacy services as set forth in Article I, on behalf of the County. Wellpath will follow applicable state laws and make reasonable efforts to obtain provider discounts and will keep the County and/or Sheriff apprised of its utilization management practices.
- 3.1 HEALTH AND MENTAL HEALTH EDUCATION AND TRAINING. Wellpath shall conduct an ongoing health and mental health education and training program for the County Deputies and Jailers in accordance with the needs mutually established by the County and Wellpath.
- 3.2 QUARTERLY REPORTS. As requested by the Sheriff, Wellpath shall submit quarterly health care reports concerning the overall operation of the health care services program rendered pursuant to this Agreement and the general health of the Jail Population.
- 3.3 QUARTERLY MEETINGS. As requested by the Sheriff, Wellpath shall meet quarterly, or as soon thereafter as possible, with the Sheriff, or designee, concerning health care services within the Jail and any proposed changes in health-related procedures or other matters, which both Parties deem necessary.
- 3.4 MEDICAL RECORDS MANAGEMENT. Wellpath shall provide the following medical records management services:
 - 3.4.1 MEDICAL RECORDS. Wellpath Health Care Staff shall maintain, cause or require the maintenance of complete and accurate medical records for Covered Persons who have

received health care services. Medical records shall be kept separate from Covered Person's confinement records. A complete copy of the individual medical record shall be available to accompany each Covered Person who is transferred from the Jail to another location for off-site services or transferred to another institution. Wellpath will keep medical records confidential and shall not release any information contained in any medical record except as required by published Jail policies, by a court order or by applicable law. Upon termination of this Agreement, all medical records shall be delivered to and remain with the Sheriff, as property of the Sheriff's office.

3.4.2 COMPLIANCE WITH LAWS. Each medical record shall be maintained in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and any other applicable state or federal privacy statute or regulation.

3.4.3 RECORDS AVAILABILITY. As needed to administer the terms of this Agreement, Wellpath shall make available to the Sheriff or County, unless otherwise specifically prohibited, at the Sheriff's or County's request, all records, documents and other papers relating to the direct delivery of health care services to the Jail Population hereunder.

ARTICLE IV

PERSONS COVERED UNDER THIS AGREEMENT

4.0 GENERAL. Except as otherwise provided in this Agreement, Wellpath shall only be required to arrange for health care services under this Agreement to be provided to Covered Persons.

4.1 EMERGENCY MEDICAL CARE FOR JAIL EMPLOYEES AND VISITORS. Wellpath shall arrange for on-site first response emergency medical care as required for Jail employees, contractors and visitors to the Jail. The medical treatment shall be limited to the extent reasonably necessary to stabilize and facilitate the individual's referral to a medical facility or personal physician.

4.2 RELEASE FROM CUSTODY. The County acknowledges and agrees that Wellpath is responsible for the payment of costs associated with services rendered to Covered Persons as set forth in this Agreement only when such persons remain in the custody of, or under the jurisdiction of, the Jail. In no event shall Wellpath be responsible for payment of any costs associated with any services rendered to any individual when said individual is released from the custody of, or no longer under the jurisdiction of, the Jail including, but not limited to, releasees, parolees and escapees. Furthermore, in no event shall Wellpath be responsible for payment of costs associated with any medical services rendered to a Covered Person when said Covered Person is injured outside the Jail facility during transport to or from the Jail.

ARTICLE V

PERSONS NOT COVERED OR PARTIALLY COVERED UNDER THIS AGREEMENT

5.0 OTHER COUNTY INMATES/DETAINEES. Wellpath shall only be responsible for arranging health assessments, sick call, over-the counter medications, medical supplies and medical waste services for Other County Inmates/Detainees. The cost of all prescription medication and all other health care expenses shall be paid by the agency responsible for the Other County Inmate/Detainee, including those services listed in Article I of this Agreement and all other medically related expenses associated with Other County Inmates/Detainees.

- 5.1 COUNTY INMATES/DETAINEES HOUSED IN OTHER JURISDICTIONS OR OUTSIDE THE JAIL. Wellpath shall not be responsible for arranging the medical care or treatment for County Inmates/Detainees housed in other counties or jurisdictions. The County or Sheriff or other agency with legal responsibility for the medical care of such persons shall be responsible for all medical expenses associated with the care and treatment of County Inmates/Detainees removed from the Jail, including, but not limited to the services listed in Article I of this Agreement and any other health care related expenses associated with said Inmates/Detainees, unless the Inmate/Detainee is housed in a facility where Wellpath provides Inmate/Detainee health care services. Wellpath shall not be responsible for arranging the medical care or treatment for County Inmates/Detainees housed outside the Jail.
- 5.2 INJURIES PRIOR TO INCARCERATION, FIT FOR CONFINEMENT, AND ESCAPED INMATES/DETAINEES. Wellpath shall not be responsible for the cost of providing off-site medical care for injuries incurred by an arrested person prior to incarceration at the Jail or during an escape or escape attempt, including, but not limited to, medical services provided to any arrested person prior to the person's booking and confinement in the Jail. In addition, Wellpath shall not be responsible for the cost of any medical treatment or health care services necessary to medically stabilize any arrested person presented at intake by an arresting agency with a life-threatening injury or illness or in immediate need of emergency medical care. Wellpath shall provide such care as is medically necessary until the arrested person can be transported to a medical care facility by the arresting agency or their designee. The arresting authority or the County shall bear the cost of, and be responsible for, all reasonable and necessary medical services or health care services of the individual until such time as the arresting authority can present a medically stable individual that is Fit for Confinement. To the extent Wellpath is billed for medical services provided to an individual who is not Fit for Confinement the County shall reimburse Wellpath for all such costs. Wellpath shall not charge an additional fee simply to examine an individual to determine if he is suitably Fit for Confinement.

ARTICLE VI
COST OF SERVICES NOT COVERED UNDER THIS AGREEMENT

- 6.0 SERVICES NOT LISTED. Both Parties understand and agree that there will be costs incurred for health care related services as outlined in Articles I, II and III above. Wellpath shall not be responsible for any expenses not specifically covered under Articles I, II and III of this Agreement. In the event that any of the health care services not covered by Wellpath under Articles I, II and III, or any services that are not listed within this Agreement, are required for a member of the Jail Population as a result of the medical judgment of a physician or Wellpath authorized personnel, Wellpath shall not be responsible for arranging such services., and the cost of such services shall be billed to Wellpath as a pass-through cost to County; County shall reimburse Wellpath for such pass-through costs within thirty (30) days after Wellpath submits an invoice to County evidencing such costs charged to Wellpath.
- 6.1 SERVICES BEYOND THE SCOPE OF THIS AGREEMENT. Both Parties understand and agree that there are certain occurrences, both beyond the control and within the control of the Parties, that may result in health care expenses which are outside the scope of the normal operation of a correctional facility and, therefore, outside the contemplated scope of services under this Agreement. While both Parties will act in good faith and endeavor to reduce the possibility of such occurrences, in the unlikely event of an occurrence such as an Act of God, riot, explosion, fire, food poisoning, epidemic illness outbreak or any other catastrophic event, or an event caused by the action or inaction of the County or Sheriff or their employees, agents or contractors, which results in medical care for the Jail Population, Jail staff, visitors, or contractors, Wellpath shall not be

responsible for costs attributable to such catastrophic event and all such costs shall be borne by the County. Notwithstanding the above, Wellpath shall be responsible for medical costs under this Agreement associated with such an event only if such an event was caused solely by Wellpath.

ARTICLE VII

COUNTY'S DUTIES AND OBLIGATIONS

- 7.0 COMPLIANCE WITH HIPAA/STATE HEALTH INFORMATION PRIVACY LAWS. The County, Jail, and Sheriff and their employees, agents and subcontractors shall comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA") and any State health information privacy laws, to the extent they are applicable. The County and the Sheriff shall implement policies and/or procedures in compliance with such laws.
- 7.1 COMPREHENSIVE MEDICAL/MENTAL HEALTH CARE. Wellpath shall identify to the Sheriff those members of the Jail Population with medical or mental health conditions which may be worsened as a result of being incarcerated at the Jail or which may require extensive care while incarcerated. After review of the circumstances, and when security risks permit, the Sheriff shall make every effort to have such an Inmate/Detainee released, transferred or otherwise removed from the correctional setting.
- 7.2 RECORD ACCESS. During the term of this Agreement, and for a reasonable time following the termination of this Agreement, the Sheriff shall provide Wellpath, at Wellpath's request, the County, Jail and/or Sheriff's records (including medical records) relating to the provision of health care services to the Jail Population, including records maintained by hospitals, and other outside health care providers involved in the care or treatment of the Jail Population (to the extent the County, Jail or Sheriff has control of, or access to, such records). Wellpath may request such records in connection with the investigation of, or defense of, any claim by a third party related to Wellpath's conduct or to prosecute a claim against a third party. Any such information provided by the Sheriff to Wellpath that the Sheriff considers confidential shall be kept confidential by Wellpath and shall not, except as may be required by law, be distributed to any third party without prior written approval by the Sheriff.
- 7.3 USE OF INMATES/DETAINEES IN THE PROVISION OF HEALTH CARE SERVICES. Inmates/Detainees of the Jail shall not be employed or otherwise engaged or utilized by either Wellpath or the Sheriff in rendering any health care services to the Jail Population, provided however, that Inmates/Detainees may be used in positions not involving the rendering of health care services directly to the Jail Population and not involving access to Jail Population records in accordance with NCCHC standards.
- 7.4 SECURITY OF THE JAIL FACILITY AND WELLPATH. Wellpath and the County understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of Wellpath, as well as for the security of the Jail Population and Sheriff's staff, consistent with a correctional setting. The Sheriff shall provide security sufficient to enable Wellpath, its Health Care Staff, employees, agents and/or subcontractors to safely provide the health care services described in this Agreement. Wellpath, its Health Care Staff, employees, agents and/or subcontractors shall follow all security procedures of the Sheriff while at the Jail or other premises under the Sheriff's direction or control. However, any Wellpath Health Care Staff, employee, agent and/or subcontractor may, at any time, refuse to provide any service required under this Agreement if such person reasonably feels that the current safety services are insufficient. Wellpath shall not be liable for any loss or damages resulting from Wellpath's Health Care Staff's,

employees', agents' and/or subcontractors' failure to provide medical services due to insufficient security services.

- 7.5 SHERIFF'S POLICIES AND PROCEDURES. Wellpath, its Health Care Staff, employees, agents and/or subcontractors shall operate within the requirements of the County's and/or Sheriff's posted security Policies and Procedures, which impact the provision of medical services.
- 7.5.1 A complete set of said Policies and Procedures shall be maintained by the County and made available for inspection by Wellpath at the Jail, and Wellpath may make a reasonable number of copies of any specific section(s) it wishes using the Sheriff's photocopy equipment and paper.
- 7.5.2 Any Policy or Procedure that may impact the provision of health care services to the Jail Population which has not been made available to Wellpath shall not be enforceable against Wellpath unless otherwise agreed upon by both Parties.
- 7.5.3 Any modification of the posted Policies and Procedures shall be timely provided to Wellpath. Wellpath, its Health Care Staff, employees, agents and/or subcontractors shall operate within the requirement of a modified Policy or Procedure after such modification has been made available to Wellpath.
- 7.5.4 If any of the County and/or Sheriff's Policies and Procedures specifically relate to the delivery of medical services, the County and/or Sheriff's representative and Wellpath shall review the County and/or Sheriff's Policies and Procedures and modify or remove those provisions that conflict with Wellpath's Jail Health Care Policies and Procedures.
- 7.6 DAMAGE TO EQUIPMENT. Wellpath shall not be liable for loss of or damage to equipment and supplies of Wellpath, its agents, employees or subcontractors if such loss or damage was caused by the negligence of the County and/or Sheriff's employees.
- 7.7 SECURE TRANSPORTATION. The Sheriff shall provide security as necessary and appropriate in connection with the transportation of a member of the Jail Population to and from off-site services including, but not limited to, Specialty Services, hospitalization, pathology and radiology services as requested by Wellpath. Wellpath shall coordinate with the Sheriff's office for transportation to and from the off-site services provider or hospital.
- 7.8 OFFICE EQUIPMENT AND SUPPLIES. The Sheriff shall provide use of County-owned office equipment, supplies and all necessary utilities (including telephone and fax line service) in place at the Jail health care facilities unless otherwise state in Paragraph 1.14. At the termination of this Agreement, Wellpath shall return to the County possession and control of all County- owned medical and office equipment. At such time, the office equipment shall be in good working order, reasonable wear and tear excepted.
- 7.9 NON-MEDICAL CARE OF JAIL POPULATION. It is understood that the Sheriff shall provide for all the non-medical personal needs and services of the Jail Population as required by law. Wellpath shall not be responsible for providing, or liable for failing to provide, non-medical services to the Jail Population including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services and linen supplies.
- 7.10 JAIL POPULATION INFORMATION. In order to assist Wellpath in providing the best possible health care services to Covered Persons, the Sheriff shall provide, as needed, information pertaining

to the Covered Person that Wellpath and the Sheriff mutually identify as reasonable and necessary for Wellpath to adequately perform its obligations under this Agreement.

ARTICLE VIII

COMPENSATION AND ADJUSTMENTS

- 8.0 ANNUAL AMOUNT/MONTHLY PAYMENTS. The base amount to be paid by the County to Wellpath is \$1,030,448.00 for a period of 12 months, payable in equal monthly installments. Each monthly installment shall be at \$85,874.00, pro-rated for any partial months and subject to any reconciliations as set forth below. The first monthly amount is to be paid to Wellpath on June 1, 2021 for services administered in the month of June 2021. Each monthly payment thereafter is to be paid by the County to Wellpath before or on the 1st day of the month of the month of service.
- 8.1 QUARTERLY RECONCILIATION PROCESS. Wellpath will provide a quarterly reconciliation with the County for any amounts owed by either Party pursuant to the terms of this Agreement, including, but not limited to:
- 8.1.1 ADJUSTMENT FOR MADP. For each month reconciled, if the Jail's MADP is greater than 325 Inmates/Detainees, the compensation payable to Wellpath by the County shall be increased by the number of Inmates/Detainees over 325 at the per diem rate of \$0.69. For each month reconciled, if the Jail's MADP is less than 275 Inmates/Detainees, the compensation payable to Wellpath by the County shall be decreased by the number of Inmates/Detainees over 275 at the per diem rate of \$0.69.

ARTICLE IX

TERM AND TERMINATION

- 9.0 TERM. The term of this AGREEMENT shall be one year and one month from June 1, 2021, at 12:01 a.m. through June 30, 2022 at 11:59 p.m. This Agreement shall automatically renew for additional sequential one-year periods on July 1st of each subsequent year with mutually agreed upon increases, unless this Agreement is terminated or notice of termination is given, as set forth in this Article.
- 9.0.1 RENEWAL. Upon each subsequent renewal of this Agreement pursuant to Paragraph 9.0, the Parties shall negotiate an increase in accordance with CPI of the annual amount as defined in Paragraph 9.0.1.1. Notwithstanding, the CPI increase shall not be less than 3.0%, nor exceed 5.0%, of the prior year's annual amount.
- 9.0.1.1 CPI INCREASES. A CPI increase shall be calculated by multiplying the annual amount of the previous year by a fraction, the numerator of which is the Price Index for a defined month prior to the renewal date, and the denominator of which is the Price Index for the same month for the year immediately preceding the Agreement renewal date. However, the annual amount due for any year will not be less than the annual amount for the prior year. The "Price Index" is defined as the Consumer Price Index – All Urban Consumers, U.S. City Average, Medical Care Services (1982-84=100), published by the Bureau of Labor Statistics of the U.S. Department of Labor.
- 9.1 TERMINATION FOR LACK OF APPROPRIATIONS. It is understood and agreed that this Agreement shall be subject to annual appropriations by the County.

- 9.1.1 Recognizing that termination for lack of appropriations may entail substantial costs for Wellpath and the County shall act in good faith and make every effort to give Wellpath reasonable advance notice of any potential problem with funding or appropriations.
- 9.1.2 If future funds are not appropriated for this Agreement, and upon exhaustion of existing funding, the County may terminate this Agreement without penalty or liability, by providing a minimum of thirty (30) days advance written notice to Wellpath.
- 9.2 TERMINATION DUE TO WELLPATH'S OPERATIONS. The County reserves the right to terminate this Agreement immediately upon written notification to Wellpath in the event that Wellpath discontinues or abandons operations, is adjudged bankrupt or is reorganized under any bankruptcy law, or fails to keep in force any required insurance policies. Both Parties agree that termination under this provision will be considered without cause.
- 9.3 TERMINATION FOR CAUSE. The Agreement may be terminated for cause under the following provisions:
- 9.3.1 TERMINATION BY WELLPATH. Failure of the County to comply with any provision of this Agreement shall be considered grounds for termination of this Agreement by Wellpath upon sixty (60) days advance written notice to the County specifying the termination effective date and identifying the "basis for termination." The County shall pay for services rendered up to the date of termination of the Agreement. Upon receipt of the written notice, the County shall have ten (10) days to provide a written response to Wellpath. If the County provides a written response to Wellpath which provides an adequate explanation for the "basis for termination" and the County cures the "basis for termination" to the satisfaction of the Wellpath, the sixty (60) day notice shall become null and void and this Agreement will remain in full force and effect. Termination under this provision shall be without penalty to Wellpath.
- 9.3.2 TERMINATION BY COUNTY. Failure of Wellpath to comply with any provision of this Agreement shall be considered grounds for termination of this Agreement by the County who shall provide sixty (60) days advanced written notice specifying the termination effective date and identifying the "basis for termination." The County shall pay for services rendered up to the date of termination of the Agreement. Upon receipt of the written notice Wellpath shall have ten (10) days to provide a written response to the County. If Wellpath provides a written response to the County which provides an adequate explanation for the "basis of termination," or cures the "basis for termination" to the satisfaction of the County, the sixty (60) day notice shall become null and void and this contract will remain in full force and effect. Termination under this provision shall be without penalty to the County.
- 9.4 TERMINATION WITHOUT CAUSE. Notwithstanding anything to the contrary contained in this Agreement, the County or Wellpath may, without prejudice to any other rights it may have, terminate this Agreement for their convenience and without cause by giving ninety (90) days advance written notice to the other Party.
- 9.5 COMPENSATION UPON TERMINATION. If any of the above termination clauses are exercised by any of the Parties to this Agreement, the County shall pay Wellpath for all services rendered by Wellpath up to the date of termination of the Agreement regardless of the County's failure to appropriate funds.

- 9.6 PROPERTY DISPOSITION UPON TERMINATION. Upon termination of this Agreement, Wellpath shall be allowed to remove from the Jail any stock medications or supplies purchased by Wellpath that have not been used at the time of termination. Wellpath shall also be allowed to remove its property from the Jail including its proprietary Policies and Procedures, Manuals, Training Material, and Forms.

ARTICLE X
LIABILITY AND RISK MANAGEMENT

- 10.0 INSURANCE COVERAGE. Wellpath shall, at its sole cost and expense, procure and maintain during the term of this Agreement, the following coverage and limits of insurance:

10.0.1 MEDICAL MALPRACTICE/PROFESSIONAL LIABILITY. Medical Malpractice/ Professional Liability insurance in an amount not less than \$2,000,000 per occurrence.

10.0.2 COMPREHENSIVE GENERAL LIABILITY. Comprehensive General Liability insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

10.0.3 WORKER'S COMPENSATION. Worker's Compensation coverage as required by applicable state law.

- 10.1 PROOF OF INSURANCE. Wellpath shall provide the County proof of professional liability or medical malpractice coverage for Wellpath's Health Care Staff, employees, agents and subcontractors, for the term services are provided under this Agreement. Wellpath shall promptly notify the County, in writing, of each change in coverage, reduction in policy amounts or cancellation of insurance coverage. If Wellpath fails to provide proof of adequate insurance within a reasonable time under the circumstances, then the County shall be entitled to terminate this Agreement without penalty to the County pursuant to the terms of Article IX.

- 10.2 INDEMNIFICATION. Wellpath agrees to indemnify and hold harmless the County, its officials, agents, and employees from and against any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever caused by, based upon or arising out of any act, conduct, misconduct or omission of Wellpath, its agents, employees, or independent contractors in connection with the performance or non-performance of its duties under this Agreement.

The County agrees to indemnify and hold harmless Wellpath, its officials, agents, and employees from and against any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever caused by, based upon or arising out of any act, conduct, misconduct or omission of County, its agents, employees, or independent contractors. The County agrees to promptly notify Wellpath in writing of any incident, claim or lawsuit of which they become aware and shall fully cooperate in the defense of such claim. The County agrees that Wellpath's indemnification and defense obligations do not apply for any costs or expenses, including attorney's fees or settlements, incurred or effected prior to written notice to Wellpath as set forth above. Upon written notice of claim, Wellpath shall take all steps necessary to promptly defend and protect the County from an indemnified claim, including retention of defense counsel, and Wellpath shall retain sole control of the defense while the action is pending, to the extent allowed by law.

- 10.3 HIPAA. Wellpath, the County, Jail, and their employees, agents and subcontractors shall fully comply with, and shall implement all necessary policies and/or procedures in order to comply with, the requirements of HIPAA as it applies to the services provided under this Agreement. The

County, Jail, and their employees and agents shall indemnify and hold harmless Wellpath from and against any claims of any kind made as a result of alleged or actual violations of HIPAA by the County and its employees, agents and subcontractors, unless such claims are proven to be caused by the sole negligence or willful misconduct of Wellpath.

ARTICLE XI **MISCELLANEOUS**

- 11.0 **INDEPENDENT CONTRACTOR STATUS.** It is mutually understood and agreed, and it is the intent of the Parties hereto that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement. Nothing in this Agreement shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the County to exercise control or direction over the manner or methods by which Wellpath, its employees, agents or subcontractors perform hereunder, or Wellpath to exercise control or direction over the manner or methods by which the County and its employees, agents or subcontractors perform hereunder, other than as provided in this Agreement.
- 11.1 **SUBCONTRACTING.** In performing its obligations under the Agreement, it is understood that Wellpath is not licensed or otherwise authorized to engage in any activity that may be construed or deemed to constitute the practice of medicine, dentistry, optometry, or other professional healthcare service requiring licensure or other authorization under state law. To comply with these requirements Wellpath may engage physicians or other clinicians as independent contractors (“Contract Professionals”), rather than employees, in order to supply the clinical services required under this Agreement. Wellpath shall engage Contract Professionals that meet the applicable professional licensing requirements and Wellpath shall exercise administrative supervision over such Contract Professionals as necessary to ensure the fulfillment of the obligations contained in this Agreement. Contract Professionals shall provide clinical services under this Agreement in a manner reasonably consistent with the independent clinical judgment that the Contract Professional is required to exercise. It is further understood that Wellpath may subcontract for specialized services such as pharmacy, medical waste, medical supplies and other services or supplies which it is required to provide under this Agreement.
- 11.2 **AGENCY.** For purposes of asserting any statutory rights afforded to the County to pay providers for medical services at certain reduced rates, County designates Wellpath as their agent to assert such rights and privileges.
- 11.3 **EQUAL EMPLOYMENT OPPORTUNITY.** Wellpath will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, marital status, sexual orientation, age or handicap unrelated to a bona fide occupational qualification of the position or because of status as a disabled veteran or Vietnam-Era veteran. Wellpath will distribute copies of its commitment not to discriminate to all persons who participate in recruitment, screening, referral and selection of job applicants, and to prospective job applicants.
- 11.4 **WAIVER OF BREACH.** The waiver of 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 subsequent breach of the same or other provision hereof.
- 11.5 **OTHER CONTRACTS AND THIRD-PARTY BENEFICIARIES.** The Parties acknowledge that Wellpath is neither bound by or aware of any other existing contracts to which the County is a party and which relate to the providing of health care to Inmates/Detainees at the Jail. The Parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it

is their express intention that this Agreement is for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third-party beneficiaries thereof.

- 11.6 **FORCE MAJEURE.** In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority of local, State or Federal governments or because of riots, war, terrorism, explosions, acts of civil or military authority, acts of public enemy, public disturbances, lack of adequate security escorts, strikes, lockouts, differences with workers, earthquakes, fires, floods, Acts of God or any other reason whatsoever which is not reasonably within the control of the Party whose performance is interfered with and which, by the exercise of reasonable diligence, said Party is unable to prevent; the Party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.
- 11.7 **CHANGES IN SCOPE.** If at any time during the Term of this Agreement, there is a material change in the scope of services provided by Wellpath as a result of new, amended, and/or a repealed law or laws (including statutes, codes, and/or case law), related legislation, and/or applicable regulations, the Parties hereby agree to re-negotiate the affected terms of this Agreement in good faith, and within a reasonable time not to exceed 30 days from the effective date of the material change. In the event the Parties are not able to re-negotiate the affected terms of this Agreement, either Party may terminate the Agreement without cause upon providing 60 days advance written notice.
- 11.8 **ASSIGNMENT.** Except as otherwise provided herein, no Party to this Agreement may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other Parties; provided however, that Wellpath may assign its rights or delegate its duties to an affiliate of Wellpath, or in connection with the sale of all or substantially all of the stock assets or business of Wellpath, without the prior written consent of the other Parties. Any unauthorized attempted assignment shall be null and void and of no force or effect.
- 11.9 **NOTICES.** Any notice of termination, requests, demands or other communications under this Agreement shall be in writing and shall be deemed delivered: (a) when delivered in person to a representative the Parties listed below; (b) upon receipt when mailed by overnight courier service, mailed by first-class certified or registered mail, return receipt requested, addressed to the Party at the address below; or (c) upon confirmation of receipt if sent by facsimile to the fax number of the Party listed below:
- | | |
|-----------------------------------|-------------------------------|
| If for Wellpath: | If for County: |
| Wellpath LLC | Rowan County Sheriff's Office |
| Attn: Chief Legal Officer | Attn: Captain G.M. Hannold |
| 1283 Murfreesboro Road, Suite 500 | 232 North Main Street |
| Nashville, TN 37217 | Salisbury, NC 28144 |
- Such address may be changed from time to time by either Party by providing written notice as provided above.
- 11.10 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without regard to the conflicts of laws or rules of any jurisdiction.
- 11.11 **EXECUTION AUTHORITY.** By their signature below, each signatory individual certifies that they are the properly authorized agent or officer of the applicable Party hereto and have the requisite

authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that any resolutions necessary to create such authority have been duly passed and are now in full force and effect.

- 11.12 SURVIVAL. The following provisions will survive any termination or expiration of the Agreement: Article VIII, Article IX and Article X.
- 11.13 COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be considered an original and all of which shall constitute but one and the same instrument.
- 11.14 TITLES OF PARAGRAPHS. Titles of paragraphs are inserted solely for convenience of reference and shall not be deemed to limit, expand or otherwise affect the provisions to which they relate.
- 11.15 SEVERABILITY. In the event that any one or more provisions of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.
- 11.16 ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and Agreements that have been made in connection with the subject matter hereof. This Agreement may be amended at any time, but only with the written consent of all Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as their official act by their respective representative, each of whom is duly authorized to execute the same.

AGREED TO AND ACCEPTED AS STATED ABOVE

COUNTY OF ROWAN, NORTH CAROLINA

WELLPATH LLC

Name: _____

Cindy P. Watson
Name: Cindy Watson

Title: _____

Title: President, Local Government Health

Date: _____

Date: 5-25-2021

EXHIBIT A – STAFFING MATRIX

Wellpath Proposed Staffing for Rowan County									
Day Shift									
Position	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/Wk	FTE
Health Services Administrator - RN	8	8	8	8	8			40	1.0
Medical Director / Tele-med		2		2				4	0.1
Mid-Level Provider NP or PA	4	4	4		4			16	0.4
Admin. Assist. / Med. Records Clerk	4	4	4	4	4			20	0.5
Registered Nurse						12	12	24	0.6
Licensed Practical Nurse	12	12	12	12	12	12	12	84	2.1
Psychiatrist / Tele-psych	4							4	0.1
NP/PA (Psychiatric Experience)	4	4	4	4				16	0.4
Mental Health Professional	8	8	8	8	8			40	1.0
Total Hours/FTE – Day								248	6.2
Night Shift									
Position	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/Wk	FTE
Licensed Practical Nurse	12	12	12	12	12	12	12	84	2.1
Total Hours/FTE – Night								84	2.1
Weekly Total									
Total Hours/FTE per week								332	8.3

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Carolyn Barger, Clerk to the Board
DATE: May 24, 2021
SUBJECT: Submission of Proposed Budget for FY 2021-22 and Scheduling of Public Hearing for Proposed Budget

The County Manager will submit the proposed budget for FY 2021-22 on May 26, 2021.

The proposed budget may be viewed via the following link:
<https://rowancountync.gov/DocumentCenter/View/26820/Fiscal-Year-2021-2022-County-Managers-Proposed-Budget-PDF>

In accordance with North Carolina General Statute § 159-12, the Clerk to the Board shall publish a statement that the budget has been submitted to the governing board and is available for public inspection. The statement shall also give notice of the time and place of the budget public hearing.

Last year the Board chose to adopt the following meeting schedule for the first Monday in June:

- Held a budget work session at 1:00 p.m.
- Held the regular Board of Commissioners Meeting at 3:00 p.m. followed by a recess until 6:00 p.m.
- Reconvened the regular meeting at 6:00 p.m. to conduct the public hearing regarding the proposed budget.

The Board is asked to consider its scheduling preferences for this year pertaining to the proposed budget. The Board may also wish to impose the following rules for the public hearing:

- The length of comment for each speaker will be limited to 3 minutes to address the Board and comments shall be restricted to the subject of the hearing as advertised.