



February 14, 2020

Amy Upham
Opioid Response Coordinator
Buncombe County Health and Human Services
40 Coxe Ave
Asheville NC 28802

Dear Amy,

It is my pleasure to inform you that the Dogwood Health Trust (“Foundation”) has approved a **\$24,364** grant to the **Buncombe County Health and Human Services Department** (“Grantee”) to support the Pilot for the Buncombe County Disposal Plan detailed below. This support is to be used consistent with the purposes of DHT’s mission to create a dramatically healthier region in Western North Carolina.

This letter is a legally binding agreement (“Agreement”). It will be effective upon our receipt of this Agreement, signed by an authorized representative of your organization. An electronic copy will suffice. We will arrange for payment of the grant within 1-3 weeks of our receipt of a signed copy.

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

BACKGROUND

North Carolina has been significantly impacted by the opioid epidemic. In 2017, North Carolina had a rate of 19.8 opioid overdose deaths per 100,000 persons. This is 5.2 deaths per 100,000 persons higher than the national average. Buncombe County is no exception with an opioid overdose death rate almost twice that of North Carolina. The County is receiving multiple complaints by residents and businesses of needle litter in county buildings and on county and city property, resulting from IV drug use. These complaints are often directed towards syringe exchanges and create a distraction from the critical work they perform in building relationships with people who use drugs and distributing naloxone to reduce opioid overdose deaths.

SCOPE OF WORK

Pursuant to this Agreement, the Foundation will provide funding support for the Grantee towards the Buncombe County Disposal Plan (“Pilot”), with a goal of expanded installation and maintenance of disposal units and kiosks for needle litter in “hot spot” locations of County buildings and other City locations to result in reduction of needle litter. All collection personnel who are emptying will report any uptick or downtick in use and weigh their tubs upon disposal to track progress towards this goal.

A committee will be formed consisting of at least one participant from the Foundation and Grantee, who will meet quarterly for the one year duration of this Agreement. Both the Foundation and Grantee serve and focus their work on improving the health and well-being of people in Western North Carolina.

The Foundation will provide support as described in the budget below. Pursuant to the terms of this Agreement, the Foundation and Grantee hereby agree to form and participate in the Pilot to reduce needle litter resulting from IV drug use in Buncombe County in collaboration with the City of Asheville. In connection with the Pilot, the Grantee agrees to provide monthly metrics to the Foundation on uptick or downtick in use as well as weight of disposal containers.

The Grantee also agrees to work with the Foundation to jointly develop a plan for ongoing sustainability of these disposal services. The Foundation agrees to provide funding to support the work as described in the budget below and other assistance as needed and appropriate to help meet the overall objectives of the pilot.

The Foundation and the Grantee further agree to perform these duties and obligations in good faith and with their best efforts and, as may arise from time to time, all other duties and obligations in connection with the Pilot.

BUDGET

February 25, 2020 – February 24, 2021

2-96 Gallon Tubs Via Carolina BioMed (WNCAP, Steady Collective, Greenworks, County Units)	\$220
Contract-out collection & maintenance of 6 large disposal units (15 hours a week @\$18 an hour)	\$1,169
Overhead for contractor (5 hours a week @ \$20 an hour or 37%)	\$433
Monthly Budget	\$1,822
Annual Budget	\$21,864
Insurance for Contractor (Annually)	\$2,500
Total Annual Budget	\$24,364

FUNDS DISBURSEMENT

Payment terms are specified as follows:

- \$24,364 in one installment.made on or about Feb 25, 2020.

TERMS AND CONDITIONS

1. **Use of Funds.** Grantee shall use the grant funds, and any interest or other income generated by the grant funds, only for the purposes of the specific project described in the

Pilot, provided that to the extent that any of the terms of this Agreement and the Pilot may conflict, this Agreement shall govern. Grantee may not make any changes in the purposes for which grant funds are spent without the Foundation's prior written approval.

2. **Reporting.** Grantee shall submit to the Foundation reports on the progress toward achieving the purposes of the grant and expenditures of grant funds as further described, and on the dates listed, in the Annual Report Form, sent in addition to this agreement. Grantee also agrees to provide monthly metrics to the Foundation on uptick or downtick in use as well as weight of disposal containers.
3. **Recordkeeping.** Grantee shall treat grant funds and any interest or income generated by the grant funds as restricted assets and shall maintain books to show the grant funds separately. All expenditures made in furtherance of the purposes of the grant shall be charged off against the grant and shall appear on Grantee's books. Grantee shall keep adequate records to substantiate its expenditures of grant funds. Grantee shall make these books and records pertaining to the grant funds available to the Foundation at reasonable times for review and audit, and shall comply with all reasonable requests of the Foundation for information and interviews regarding use of grant funds. Grantee shall keep copies of all books and records related to this grant and all reports to the Foundation for at least four years after Grantee has expended the last of the grant funds.
4. **Prohibited Uses.** Grantee shall not use any portion of the funds granted in a manner inconsistent with Internal Revenue Code ("IRC") Section 501(c)(3), including:
 - a. Influencing the outcome of any specific election for candidates to public office, or
 - b. Inducing or encouraging violations of law or public policy, or causing any private inurement or improper private benefit to occur, or taking any other action inconsistent with IRC Section 501(c)(3).
5. **Lobbying and Certain Voter Registration Drives Prohibited.** No part of this grant may be spent for influencing legislation within the meaning of IRC Section 4945(e). No part of this grant may be spent to carry on, directly or indirectly, any voter registration drive within the meaning of Section 4945(d)(2).
6. **No Re-grants.** Grantee shall not regrant any part of this grant.
7. **No Pledge.** Neither this Agreement nor any other statement, oral or written, nor the making of any contribution or grant to Grantee, shall be interpreted to create any pledge or any commitment by the Foundation or by any related person or entity to make any other grant or contribution to Grantee or any other entity for this or any other purpose. The Grant contemplated by this Agreement shall be a separate and independent transaction from any other transaction between the Foundation and Grantee or any other entity.

8. **Representation and Warranty Regarding Tax Status.** By entering into this Agreement, Grantee represents and warrants that Grantee is exempt from federal income tax under Internal Revenue Code 501(c)(3) and is a public charity described in Internal Revenue Code Sections 509(a)(1) or 509(a)(2) or is described in Internal Revenue Code Sections 170(c)(1) or 511(a)(2)(B).
9. **Notice.** Grantee shall give the Foundation immediate written notice of any change in Grantee's tax-exempt or public charity status.
10. **Publications; License.** Any information contained in publications, studies, or research funded by this grant shall be made available to the public following such reasonable requirements or procedures as the Foundation may establish from time to time. Grantee grants to the Foundation an irrevocable, nonexclusive license to publish any publications, studies, or research funded by this grant at the sole discretion of the Foundation.
11. **Grant Announcements.** Grantee shall submit in advance to the Foundation, for review and revision at the sole discretion of the Foundation, any announcements Grantee intends to make regarding the grant, and any publications referring to the grant Grantee intends to publish, other than in its annual reports or tax returns. The Foundation may include information on the grant in its periodic public reports.
12. **Terrorist Activity.** Grantee warrants that it does not support or conduct, directly or indirectly, violence or terrorist activities of any kind.
13. **Indemnification.** Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Foundation, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, its employees, or agents, in applying for or accepting the grant, or in expending or applying the grant funds, except to the extent that such claims, liabilities, losses, or expenses arise from any act or omission of the Foundation, its officers, directors, employees, or agents.
14. **No Agency.** Grantee and not the Foundation is solely responsible for all activities supported by the grant funds, the content of any product created with the grant funds, and the manner in which such products may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Grantee shall make no such representation to anyone.
15. **Waivers.** The failure of the Foundation to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.
16. **Remedies.** Grantee shall repay to the Foundation any portion of the grant funds which is not spent or committed for the charitable purposes of this Agreement. If the Foundation determines, in its sole discretion, that Grantee has substantially violated or failed to carry out any provision of this Agreement, including but not limited to failure to submit reports

when due, the Foundation may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Grantee under this or any other grant agreement, and the Foundation may demand the return of all or part of the unexpended grant funds, which Grantee shall immediately repay to the Foundation. The Foundation may also avail itself of any other remedies available by law.

17. **Captions.** All captions and headings in this Agreement are for the purposes of reference and convenience only. They shall not limit or expand the provisions of this Agreement.
18. **Entire Agreement.** This Agreement supersedes any prior or contemporaneous oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to its subject matter. This Agreement may not be amended or modified, except in a writing signed by both parties.
19. **Governing Law.** This Agreement shall be governed by the laws of the State of North Carolina applicable to contracts to be performed entirely within the State. For the purpose of any action or proceeding arising out of or relating to this Agreement, each of the parties hereto irrevocably (a) submits to the exclusive jurisdiction of the state courts of North Carolina and to the jurisdiction of the United States District Court for the Western District of North Carolina and (b) agrees that all claims in respect of such action or proceeding shall be heard and determined exclusively in any North Carolina state or U.S. federal court sitting in the County of Buncombe, North Carolina.

Please have an authorized officer of your organization sign this Agreement and return it to the Foundation. Please send it to April Bragg, a.bragg@dht.org or 890 Hendersonville Rd, Suite 300, Asheville, NC 28803. Please keep a copy of the signed Agreement for your files.

If you have any questions concerning this grant or the grant agreement, please don't hesitate to call Dogwood Health Trust, at (828) 771-6726.

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

Sincerely,



Mike Yeaton, Chief Innovation Officer
Dogwood Health Trust

Accepted on behalf of organization by:

Date: _____

Authorized Signature

Name

Title