# EXHIBIT A:
# CALDWELL COUNTY PLAN FOR TRANSPORTATION OF CALDWELL COUNTY INVOLUNTARY MENTAL COMMMITMENT RESPONDENTS

## A. SCOPE OF PLAN

It is the policy of Caldwell County to transport persons subject to involuntary mental commitments (referred to herein as "Respondents") in conformity with the requirements set forth in N.C.G.S. §122C-251. This Plan for Transportation of Caldwell County Involuntary Mental Commitment Respondents (the "Plan"), regarding transportation of Respondents applies to Caldwell County deputies as law enforcement officers, Caldwell County detention officers and any contract transportation provider designated by the Caldwell County Commissioners pursuant to N.C.G.S. §122C-251(g).

## B. SERVICE OF INVOLUNTARY COMMITMENT ORDERS ON RESPONDENTS AND INITIAL CUSTODY MUST BE PERFORMED BY A LAW ENFORCEMENT OFFICER

The initial service of the Involuntary Commitment Order upon a Respondent and the initial custody of the Respondent shall be accomplished by a law enforcement officer pursuant to N.C.G.S. §122C-261(e). Once the Respondent has been committed to a 24-hour facility, transportation to and from that facility can be accomplished by a law enforcement officer or anyone authorized to provide transportation to involuntary commitment Respondents pursuant to N.C.G.S. §122C-251(g).

## C. TRANSPORTATION OF RESPONDENTS WITHIN CALDWELL COUNTY

Transportation of a Respondent from Caldwell County detention facilities shall be provided by the Caldwell County Sheriff's Office pursuant to N.C.G.S. §122C-251(g) for (1) a Respondent who resides in Caldwell County but outside city limits or (2) a Respondent who is taken into custody in Caldwell County but outside of city limits. Transportation of a Respondent between 24-hour facilities within Caldwell County pursuant to involuntary commitment proceedings may be provided by the Caldwell County Sheriff's Office or by a contract transportation provider designated by Caldwell County pursuant to N.C.G.S. §122C-251(g).

## D. TRANSPORTATION OF RESPONDENTS BETWEEN COUNTIES

Transportation between Caldwell County and other counties under involuntary commitment proceedings for admission of a Respondent taken into custody in Caldwell County to a 24-hour facility shall be provided by members of the Caldwell County Sheriff's Office or by contract transportation providers designated by Caldwell County pursuant to N.C.G.S. §122C-251(g).

Transportation between counties under involuntary commitment proceedings for Respondents held in 24-hour facilities who have requested a change of venue for their

District Court hearing shall be provided by members of the Caldwell County Sheriff's Office or by contract transportation providers designated by Caldwell County pursuant to N.C.G.S. §122C-251(g) if the petition for involuntary commitment for the Respondent was initiated in Caldwell County.

Transportation between counties under voluntary commitment proceedings for discharge of a Respondent from a 24-hour facility shall be provided by members of the Caldwell County Sheriff's Office or by contract transportation providers designated by Caldwell County pursuant to N.C.G.S. §122C-251(g) if the discharged Respondent is a resident of Caldwell County. Nothing in this policy prevents a Respondent being discharged from a facility to use their own transportation at their own expense.

**E. PROCEDURES FOR TRANSPORT OF RESPONDENTS**

Members of the Caldwell County Sheriff's Office or contract transportation providers designated by Caldwell County pursuant to N.C.G.S. §122C-251 (g), to the extent possible, shall advise Respondents, when either taking them into custody or performing transport, that the Respondent it not under arrest, and has not committed a crime, but is being transported to receive treatment for their own safety and that of others. It should also be explained to the Respondent that it will be necessary for the Respondent's safety and the safety of others that the Respondent be handcuffed or otherwise restrained.

In providing transportation pursuant to this policy, members of the Caldwell County Sheriff's Office or contract transportation providers designated by Caldwell County pursuant to N.C.G.S. §122C-251(g), may use reasonable force to restrain the Respondent if it appears necessary to protect themselves, the Respondent, or others. Members of the Caldwell County Sheriff's Office or contract transportation providers designated by Caldwell County pursuant to N.C.G.S. §122C-251(g) should carefully read the Involuntary Commitment Order and Petition or seek information from the committing facility to determine if the Respondent presents any danger of assault or escape during the transport. All Respondents being transported shall either be secured in a car or van cage, if available, or handcuffs and waist chains shall be used if there is no car or van cage. The transportation of Respondents may require the use of restraints other than, or in addition to, handcuffs and waist chains. Restraints used in these situations should restrain the Respondent securely, without causing injury. If special restraints are required to transport a Respondent, the person performing the transport should coordinate with the Caldwell County Sheriff's Office or other facility to obtain use of available appropriate restraints.

In providing transportation of a Respondent, to the extent feasible, there shall be a driver or attendant who is the same sex as the Respondent unless a family member of the Respondent is allowed to accompany the Respondent in lieu of an attendant of the same sex as the Respondent and trained NAMI Volunteers may also be used to comply with this section of the policy pursuant to 122C-251(d).

**F. COUNTY TRANSPORTATION PLAN PURSUANT TO N.C.G.S. 122C-251(g)**

Caldwell County Sheriff's Officers or any person or firm contracted to provide transportation of involuntary commitment Respondents shall be subject to the terms of this Plan and shall be trained using appropriate lesson plans provided by the North Carolina Justice Academy for interacting with the

mentally ill, emotionally disturbed and other special populations. Crisis Intervention Training will also be provided. In this manner, this Plan and any approved training plan shall assure adequate safety and protections for both the public and the Respondent.

Caldwell County Sheriff's Officers or a contract transportation provider designated by Caldwell County pursuant to N.C.G.S. §122C-251(g) to provide transportation to Respondents shall provide the transportation and follow the procedures in this policy and appropriate statutes in Article 5, Chapter 122C of the North Carolina General Statutes. References in Article 5 to a law enforcement officer apply to Caldwell County detention officers and to any contract transportation provider retained and approved by Caldwell County pursuant to N.C.G.S. §122C-251(g) when providing transportation to involuntary commitment Respondents.

Contract transportation providers designated by Caldwell County pursuant to N.C.G.S. §122C-251 (g) shall agree to indemnify and hold harmless the County of Caldwell and the Caldwell County Sheriff and his employees or agents and to provide necessary insurance as required by the Caldwell County Manager before performing transportation duties pursuant to said contract.

**FIRST AMENDMENT TO**
**INDEPENDENT CONTRACTOR AGREEMENT**

This FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT (the "First Amendment") is by and between UNC HEALTH CALDWELL ("UNC"), a North Carolina non-profit corporation, and FOOTHILLS MEDICAL TRANSIT, INC ("Contractor"), a privately owned transportation company.

**WHEREAS**, the parties entered into an independent contractor agreement originally effective 12 March 2021 (the "Agreement"), and

**WHEREAS**, the parties hereby agree to amend the Agreement with this First Amendment effective as of 1 June 2025 (the "Effective Date");

**NOW THEREFORE**, UNC and Contractor hereby agree as follows:

1. Contractor will accept custody, and all of the responsibilities pursuant to N.C.G.S.§122C, of UNC patients deemed as Involuntary Committal Patients ("IVCs") that require transportation to Mental Health Facilities.
2. The Contractor will provide a Resolution and a Burke County Plan (the "Plan") from the Burke County Board of Commissioners to UNC pursuant to N.C.G.S.§122C for the transport of IVCs.
3. A General Aggregate Liability policy shall remain in force at $2mil, $1mil per occurrence and $1.5mil on each vehicle used for these transports pursuant to the Plan, N.C.G.S.§122C, and N.C. D.M.V. regulations.
4. To ensure the safety and privacy of IVC patients and the transporters, the Contractor shall maintain the following:

A. Only trained personnel (the "Officers") will be used to transport IVCs including former, current, or retired police officers, security professionals, or N.A.M.I. trained professionals pursuant to the Plan and N.C.G.S.§122C.
B. Officers will be trained in the use of restraints, pepper spray, CPR, emergency patient behavioral protocols, and be well versed on HIPAA regulations.
C. Protocols for escapees and patients intending to do harm to themselves or others will be used pursuant to the Plan and N.C.G.S.§122C. This includes calling the local law enforcement agencies at the current, determined, and prior location as well as informing the origin and determined facilities of the incident.
D. All IVCs will be restrained and transported in vehicles installed with patient restraining cages and inoperable rear doors (not operable from inside the vehicle) and windows.
E. All paperwork containing HIPAA sensitive material and other personal information will be closely guarded by the Officers at all times and will not leave their custody at any time until the patient is transferred to the determined destination and given to the proper staff.

F. A checklist will be used by the Officers at the origin facility and determined facility to ensure that all paperwork has been received and delivered, all personal property of the patient has been received and delivered and that custody of the patient has been transferred.
G. All transports will be digitally videoed with high definition, time stamped cameras that also contain infrared lights that allow clear night vision recording.
H. If an IVC patient has been particularly aggressive, as determined by the staff at the origin facility, then the patient will be transported under dual control.
5. Contractor intends to provide full 24 hour a day service including weekends and holidays. Most transports will be responded to in one hour or less. The Contractor also has multiple vehicles and staff on standby in the event of multiple transports.
6. Contractor is not able to supply oxygen or any other drug that may be required for patient's health, however, Contractor is capable of transporting such items.
7. The Schedule of Fees for IVCs and Voluntary Committals (Exhibit A in Agreement) shall be used only for these transports and do not apply to any other service offered by the Contractor.
8. Annually or as required by statute or regulation, each Officer shall maintain their certifications in restraints, pepper spray, emergency patient behavioral protocols, CPR, and HIPAA regulations.
9. Except as specifically modified or amended by the terms of this First Amendment, the Agreement as amended, in all other respects remains unchanged and in full force and effect.

UNC and Contractor have each caused this First Amendment to be executed and delivered by their duly authorized officers to be effective as of 1 June 2025.

**UNC Health Caldwell**

BY:

_____

**Foothills Medical Transit, INC.**

BY:

_____

Tommie M. Fite
President/Owner

# CALDWELL COUNTY BOARD OF COMMISSIONERS
# RESOLUTION SUPPORTING INVOLUNTARY COMMITMENT TRANSPORTATION WITH UNC HEALTH CALDWELL

**WHEREAS**, pursuant to N.C.G.S. §122C-251(a), the County has the duty to provide through its law enforcement officers, transportation under the involuntary commitment proceedings of Article 5 of Chapter 122C of the North Carolina General Statutes for (i) citizens of Caldwell County, and (ii) any person taken into custody within Caldwell County limits (collectively referred to as "Transportation Services"); and

**WHEREAS**, UNC Health Caldwell ("UNC") operates hospitals including emergency departments within Caldwell County; and

**WHEREAS**, UNC facilities receive mental health patients who are respondents in commitment proceedings pursuant to Article 5 of Chapter 122C of the North Carolina General Statutes and who require Transportation Services from time to time; and

**WHEREAS**, N.C.G.S. §122C-251(g)permits the Board of Commissioners to designate a private agency's personnel to provide all or parts of the Transportation Services required by involuntary commitment proceedings; provided such designated persons are trained, and provided the County adopts a Plan for Transportation of Caldwell County Involuntary Mental Commitment Respondents (the "Plan") that assures adequate safety and protection of both the public and the person transported; and it further appearing all requirements of Section 251(g) are satisfied; and

**WHEREAS**, a copy of the Plan as proposed is attached hereto as Exhibit A; and

**WHEREAS**, UNC maintains a standing agreement with Foothills Medical Transit INC, a trained and insured private provider ("FMT"), for provision of transportation services to and from UNC facilities (a copy of which is attached hereto as Exhibit B (the "Agreement")); and

**WHEREAS**, the agreement between UNC and FMT to provide transportation of involuntary commitment respondents will be consistent with the terms of the Plan, as approved by the Caldwell County Board of Commissioners; that FMT personnel will receive Crisis Intervention Training; that FMT will supply proper vehicles for the transportation of respondents; that FMT will provide liability insurance on each automobile at $1.5 million per DMV requirements and a general liability coverage in the amount of $1 million per occurrence/$2 million in the aggregate; that FMT will comply with applicable law in the custody and transportation of residents; and that FMT agrees to indemnify and hold harmless Caldwell County and the Caldwell County Sheriff's Office and the Sheriff's employees or agents; and

**WHEREAS**, the provision of such Transportation Services from UNC facilities by FMT will be at no cost to Caldwell County; and

**WHEREAS,** as provided in §122C-251 (g) Caldwell County may adopt a plan for transportation of involuntary mental commitment respondents and UNC maintains a contract with FMT consistent with that plan.

**NOW, THEREFORE BE IT RESOLVED,** that, as permitted by G.S. §122-C-251(g), the Plan as shown on Exhibit A is hereby adopted; and

**FURTHER RESOLVED,** that UNC may engage the services of FMT for transportation of respondents in involuntary commitment proceedings from UNC facilities consistent with Caldwell County's Plan and the Agreement, and comply with the requirements and follow the procedures of Article 5 of Chapter 122C; and

**FURTHER RESOLVED,** that neither the adoption of this Plan nor the designation of FMT is, or shall be construed as, creating any agency or other relationship between the County, the Sheriff's Office, and FMT; and

**FURTHER RESOLVED,** that this designation is intended to serve only as the designation required by G.S. §122C-251(g); and

**FURTHER RESOLVED,** that such approval of FMT is conditional upon FMT's agreement to indemnify and hold harmless the County of Caldwell and the Caldwell County Sheriff's Department and the Sheriff's employees or agents, and UNC's and FMT's agreement that such Transportation Services will be at no cost to Caldwell County.

Adopted by Caldwell County Board of Commissioners this 1st day of June, 2025.

_____
Chairman
Caldwell County Commissioners

ATTEST:

_____
Clerk to the Board

CALDWELL COUNTY SHERIFF'S OFFICE
** SHERIFF KEVIN H. BEAN **
2351 MORGANTON BLVD. SW * LENOIR, NC 28645
PHONE: 828-758-2324 * FAX: 828-757-8685

# Commitment Transports

## January

1. Old Vineyard- 78 miles
2. Appalachian Regional- 39 miles
3. Monarch- 82 miles
4. Appalachian Regional- 39 miles
5. Carolina Dunes- 268 miles
6. Holly Hills- 190 miles
7. Raleigh Oaks- 196 miles
8. Haywood- 94 miles
9. Monarch- 82 miles
10. Raleigh Oaks- 196 miles
11. Maria Parham- 196 miles
12. Raleigh Oaks- 196 miles
13. Monarch- 82 miles
14. Triangle Springs- 172 miles
15. Monarch- 82 miles

Total- 1,992 miles

CALDWELL COUNTY DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, SEX, RELIGION, AGE OR DISABILITY IN EMPLOYMENT OR THE PROVISION OF SERVICES.

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# February

1. Raleigh Oaks- 196 miles
2. Triangle Springs- 172 miles
3. Carolina Dunes- 268 miles
4. Broughton- 17 miles
5. Monarch- 82 miles
6. Old Vineyard- 78 miles
7. Brynn Marr- 308 miles
8. Holly Hills- 190 miles

Total- 1,311 miles

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# March

1. Old Vineyard- 78 miles
2. Holly Hills- 190 miles
3. Brynn Marr- 308 miles
4. Brynn Marr- 308 miles
5. Holly Hills- 190 miles
6. Grace Hospital- 18 miles
7. Raleigh Oaks- 196 miles
8. Old Vineyard- 78 miles
9. Holly Hills- 190 miles
10. Brynn Marr- 308 miles
11. Holly Hills- 190 miles
12. Brynn Marr- 308 miles
13. Brynn Marr- 308 miles
14. Cannon- 39 miles
15. Moses Cone- 110 miles
16. Brynn Marr- 308 miles
17. Brynn Marr- 308 miles
18. Raleigh Oaks- 196 miles
19. Davis (Iredell)- 45 miles

Total- 3,676 miles

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# April

1. Triangle Springs (Raleigh)- 172 miles
2. Butner- 175 miles
3. Holly Hills- 190 miles
4. Butner- 175 miles
5. Carolina Dunes- 268 miles
6. Brynn Marr- 308 miles
7. Appalachian Behavioral- 39 miles
8. Old Vineyard- 78 miles
9. Carolina Dunes- 268 miles
10. Brynn Marr- 308 miles
11. Grace Hospital- 18 miles
12. Brynn Marr- 308 miles
13. Cone Health- 110 miles
14. Butner- 175 miles
15. Blue Ridge (Grace)- 18 miles
16. Monarch- 82 miles
17. Brynn Marr- 308 miles
18. Marsh Youth (Charlotte)- 82 miles

Total- 3,082 miles

CALDWELL COUNTY DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, SEX, RELIGION, AGE OR DISABILITY IN EMPLOYMENT OR THE PROVISION OF SERVICES.