STATE OF NORTH CAROLINA

CALDWELL COUNTY

MEMORANDUM OF AMENDED TRANSPORTATION AGREEMENT

THIS MEMORANDUM OF AMENDED TRANSPORTATION AGREEMENT ("Transportation Agreement" or "Agreement") is made and entered as of March 15, 2026 ("Effective Date"), among Caldwell County, by and through its Board of Commissioners, Caldwell County Sheriff's Office ("Sheriff's Office"), the governing bodies of cities/municipalities in Caldwell County that maintain law enforcement agencies, and the law enforcement agencies of said cities/municipalities (collectively, "the Parties", individually "Party").

WHEREAS, pursuant to N.C.G.S. § 122C-251(g), the governing body of a city or county shall adopt a plan known as an "involuntary commitment transportation agreement" or "transportation agreement" for the custody and transportation of respondents in involuntary commitment proceedings under Article 5 of Chapter 122C of the North Carolina General Statutes; and

WHEREAS, pursuant to N.C.G.S. § 122C-251 and N.C.G.S. § 122C-202.2, Caldwell County, by and through its Board of Commissioners, the Caldwell County Sheriff's Office, the governing bodies of cities/municipalities in Caldwell County that maintain law enforcement agencies, along with the law enforcement agencies of said cities/municipalities, previously entered into a ***"Memorandum of Transportation Agreement" effective as of Augst 1, 2019*** concerning the custody and transportation of respondents in involuntary commitment proceedings in Caldwell County; and

WHEREAS, pursuant to N.C.G.S. § 122C-251(g), the transportation agreement may designate law enforcement officers, volunteers, or other public or private personnel who have agreed to provide all or parts of the custody and transportation required by involuntary commitment proceedings; and

WHEREAS, the parties wish to designate Foothills Medical Transit, Inc., a North Carolina corporation ("FMT"), as a private party or "private personnel" to provide all parts of the custody and transportation required by involuntary commitment proceedings, as allowed by law and this Agreement; and

WHEREAS, Caldwell Memorial Hospital, Inc., a North Carolina nonprofit corporation ("Hospital") operates healthcare facilities (including an emergency department) for the purpose of providing medical and behavioral health care services to patients in and around Caldwell County, North Carolina; and

WHEREAS, among the patients served by Hospital are patients being held pursuant to civil commitment processes as authorized by Chapter 122 of the North Carolina General Statutes; and

WHEREAS, Hospital has contracted with FMT to provide vehicular transportation services to patients of Hospital, including to its Civil Commitment patients, effective December 1, 2025; and

WHEREAS, the Parties wish to replace the ***"Memorandum of Transportation Agreement" effective as of Augst 1, 2019*** with this Transportation Agreement.

WHEREAS, once adopted, the Transportation Agreement must be submitted to: The Magistrates in Caldwell County; the Caldwell County Clerk of Court, the Local Management Entity-Managed Care Organization ("LME/MCO") that serves Caldwell County, being Vaya Health, and the Division of Mental Health, Developmental Disabilities, and Substance Use Services at least 10 days prior to the effective date of the new plan.

NOW THEREFORE, for and in consideration of mutual promises to each other as herein after set forth, the Parties mutually agree as follows:

1. After a Caldwell County Magistrate issues an involuntary commitment order ("IVC Order") and the Magistrate contacts the local law enforcement agency in the jurisdiction where the respondent resides or is physically located, an officer or deputy within the jurisdiction shall retrieve the IVC Order from the Magistrate.

    a. If the respondent is a resident of the municipality or is physically taken into custody in the municipal limits, the municipality is responsible for transportation of the respondent including admission and discharge.

    b. If the respondent is a resident of the county outside any municipal limit or is physically taken into custody outside municipal limits, the county is responsible for transportation of the respondent including admission and discharge.

2. The officer or deputy shall attempt to locate the respondent at the address provided on the IVC Order or where the magistrate believes the subject is physically located.

3. Upon location, the officer or deputy shall take respondent into custody and transport respondent to Caldwell Memorial Hospital, Inc. or other approved facility. After the facility has completed its examination of respondent, and if further care is required, the facility will locate a facility for respondent's future care.

4. Out of county transporting to or between a 24-Hour Facility:

    a. FMT shall be responsible for transporting the respondent from the initial examination at the Hospital to the 24-hour facility that is located outside of Caldwell County and identified by the Hospital, for respondent's future care.

    b. In the event FMT is unable or unwilling to provide such transportation, the Sheriff's Office shall respond to the Hospital or other facility for respondent's transport to any facility in North Carolina, that is located outside of Caldwell County and identified by the initial facility that conducted the initial evaluation, for respondent's future care.

5. Inside the county, transporting to or between a 24-Hour Facility:

    a. FMT shall be responsible for transporting the respondent from the initial examination at the Hospital to the 24-hour facility identified by the Hospital if the facility is in the county, for respondent's future care.

    b. In the event FMT is unable or unwilling to provide such transportation:

        i The law enforcement agency that took the respondent into custody is responsible for transporting the respondent from the initial examination to the 24-hour facility if the facility is in the county.

        ii If the respondent lives in the city or is taken into custody in the city, the city is responsible.

        iii If the respondent lives in the county or is taken into custody in the county, the Sheriff's Office is responsible.

6. Upon completion of the initial evaluation, if the facility determines respondent is not in need of further treatment, an officer or deputy with the agency that took respondent into custody shall return respondent to the address in the IVC Order or allow for other transportation arrangements of respondent to be made.

7. FMT shall be subject to, and shall abide by, the terms of this Agreement, the local area crisis services plan, and Chapter 122C of the North Carolina General Statutes. All members, employees, agents, or anyone else who provides transportation of involuntary commitment respondents on behalf of FMT must be trained using appropriate training identified by the local LME/MCO in its local area crisis service plan, pursuant to N.C.G.S. §122C-202.2. In this manner, this Agreement, the local area crisis services plan, state law, and any approved training plan shall assure adequate safety and protections for both the public and the respondent.

8. **Effective Date**. This Transportation Agreement shall be effective as of March 15, 2026.

9. **Local Area Crisis Services Plan**. The Parties consent to this Transportation Agreement being added to the local area crisis services plan by the LME/MCO, being Vaya Health, as contemplated by N.C.G.S. § 122C-202.2. This Transportation Agreement replaces the ***"Memorandum of Transportation Agreement" effective as of Augst 1, 2019***.

10. Each party to this Transportation Agreement agrees it is responsible for its own acts and/or omissions and those of its officials, employees, representative and agents in carrying out the terms of this Transportation Agreement and the results thereof to the extent authorized by law and shall not be responsible for the acts and/or omissions of any other Party and the results thereof.

11. It is understood and agreed that each Party's liability may be limited by the provisions of this Transportation Agreement and/or other immunity law applicable to each law enforcement agency. The Parties understand and agree that each Party has not waived its rights, immunities and protections provided by law. Nothing contained in this Transportation Agreement shall waive or amend, nor shall be construed to waive or amend any defense or immunity that any Party, their respective officials and employees, has or may have.

12. This Transportation Agreement is not intended to, and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind among the Parties or any other person or entity executing this Transportation Agreement. Moreover, the rights and the obligations of the Parties under this Transportation Agreement will be only those expressly set forth in this Transportation Agreement.

13. Hospital is not a Party to this Transportation Agreement, and nothing herein shall be construed to create any duty or obligation of Hospital. The signature of Hospital on this Transportation Agreement is for the limited and sole purposes of acknowledging that Hospital has participated in the development of this Transportation Agreement as contemplated by N.C.G.S. § 122C-251(g)(1), and that Hospital consents to this Transportation Agreement being added to the local area crisis services plan adopted by the LME/MCO for Caldwell County, being Vaya Health, as contemplated by N.C.G.S. § 122C-202.2.

14. FMT is not a Party to this Transportation Agreement, and nothing herein shall be construed to create any duty or obligation of FMT. The signature of FMT on this Transportation Agreement is for the limited and sole purposes of providing its written consent to provide transportation services as allowed by law, as contemplated by N.C.G.S. § 122C-251(g)(3), and its consent to this Transportation Agreement being added to the local area crisis services plan adopted by the LME/MCO for Caldwell County, being Vaya Health, as contemplated by N.C.G.S. § 122C-202.2.

15. This Agreement may be amended by a written Agreement of the Parties.

16. Each term, condition, or covenant herein is subject to and shall be construed in accordance with the North Carolina law and any applicable federal law.

17. This Agreement may be executed in two (2) or more counterparts, each of which will be deemed to be an original.

IN WITNESS WHEREOF, the Parties, Hospital, and FMT have caused this Memorandum of Transportation Agreement to be duly executed as set forth below.

SIGNATURE PAGES TO FOLLOW

CALDWELL COUNTY BOARD OF COMMISSIONERS

By: _____
RANDY T. CHURCH, Chairman

DATE:_____

CALDWELL COUNTY SHERIFF'S OFFICE

By: _____
KEVIN BEAN, Sheriff

DATE:_____

CITY OF LENOIR

By: _____

Name: _____

Title: _____

DATE:_____

LENOIR POLICE DEPARTMENT

By: _____

Name: _____

Title: _____

DATE:_____

TOWN OF HUDSON

By: _____

Name: _____

Title: _____

DATE:_____

HUDSON POLICE DEPARTMENT

By: _____

Name: _____

Title: _____

DATE:_____

TOWN OF GRANITE FALLS

By: _____

Name: _____

Title: _____

DATE:_____

GRANITE FALLS POLICE DEPARTMENT

By: _____

Name: _____

Title: _____

DATE:_____

TOWN OF RHODHISS

By: _____

Name: _____

Title: _____

DATE:_____

RHODHISS POLICE DEPARTMENT

By: _____

Name: _____

Title: _____

DATE:_____

CALDWELL MEMORIAL HOSPITAL, INC.

By: _____

Name: _____

Title: _____

DATE:_____

FOOTHILLS MEDICAL TRANSPORT, INC.

By: _____

Name: _____

Title: _____

DATE:_____