REQUEST FOR BOARD ACTION

HENDERSON COUNTY BOARD OF COMMISSIONERS

MEETING DATE: December 6, 2021

SUBJECT: Dogwood Health Trust (DHT) Grant – Community Collaborative

for Opioid Litigation Settlement Funds Planning Process

PRESENTER: Jodi Grabowski, Behavioral Health System Coordinator

Julie Huneycutt, Hope Coalition

ATTACHMENTS: Yes

DHT grant application
 Grant award notification

3. Grant agreement

SUMMARY OF REQUEST:

Dogwood Health Trust released a Request for Proposals (RFP) for grant funding to support western North Carolina counties with their planning processes for opioid litigation settlement funds in August 2021. The County Manager's Office requested that the Health Director and Behavioral Health System Coordinator connect with local stakeholders to accomplish an initial submission in partnership with the HOPE Coalition that had also been contacted by DHT. That grant application was successful and Henderson County was notified of the award for \$300,000 on October 19, 2021. The grant agreement has now been finalized and DHT has expressed their desire to distribute funds prior to the end of the 2021 calendar year.

The request is for the Henderson County Board of Commissioners to consider the grant agreement and to accept the accompanying grant funds for the purposes stated in the application. It is also proposed that the funds be administered by the County Manager's Office, in order to maintain fidelity with the planning process being undertaken by the Commissioners' Task Force in its continued effort to fight the opioid epidemic.

BOARD ACTION REQUESTED:

The Board is requested to approve the Dogwood Health Trust grant agreement and to accept the \$300,000 in funding for the objectives outlined in the Henderson County application.

Suggested Motion:

I move the Board approve the grant agreement with Dogwood Health Trust and to accept the \$300,000 in grant funding to support our local planning objectives for opioid litigation settlement funds.

October 21, 2021 re: Dogwood Health Trust (DHT) grant funding Project name: Community Collaborative for Opioid Planning

Award notification 10/15/21. Official award pending (will go to Jodi's email)

DHT asked for submissions from area counties who have signed on to the MOA for the Opioid Settlement Funds. The funding will support planning activities and implementation.

Year 1: \$300,000 awarded.

Year 2: \$300,000 we will submit when we have more information from year 1 efforts.

Goal: to identify gaps in services within the community and to provide training and facilitation around collaborative strategic planning to determine the best use of the Opioid Settlement money

The work will be completed in conjunction with the HCDPH, Hope Coalition, and Sheriff and EMS. The assessments will draw data from area hospitals, first responders, law enforcement, detention, DJJ, DSS and the Child Advocacy Center. The work will include the following: interviews with community and stakeholders, trainings and data collection, recruiting and implementation.

The use of this funding is flexible as the RFA was pushed out quickly, with the expectation that counties will us it for their collaborative work regarding the spending. <u>Potential uses for this grant funding:</u>

- Schedule a Town Hall with a National Speaker (likely Sam Quinones, he has a new book out re: Meth, etc.) that will draw a crowd. This town hall can be used for a community conversation with surveys in person and online.
- Engage WNC Health Network staff person as facilitator of this Town Hall
- Consider "OD Mapping" software. This is something that our First responders have expressed interest in, but there is a cost. This offers information about trends, activity in certain areas, "repeat users" of the system
- Hire staff to coordinate all of the above. This person would be hired by a team from HCDPH, Hope Coalition and County staff for at least Year 1 (and Year 2 if awarded).
- Investigate data from McDowell Co. and other counties that utilize a Community Paramedic.
 Jimmie Brissie and Mike Barnett have discussed re-visiting this possibility. This money can be used to jump start this program, and the Opioid Settlement funding could support it after implementation. The COSSAP grant can provide funding for training this person.

Note: In discussions about addressing substance use, we will be considering other substances such as alcohol, THC and Methamphetamine. It is important to understand that in our considerable efforts to reduce the number of prescriptions pills in the community, people who use drugs have backfilled the demand with other substance. The opioid crisis continues through the use of these other substances.

Next steps for discussion: (?)

- 1. Jodi will look for award email in next 2 weeks
- 2. Jodi will draft announcement for Steve to send to Partnership for Health (with cc to Michelle Geiser, Jimmie Brissie, Mike Barnett and Sheriff Griffin)
- 3. Steve will also discuss with Commissioner Lapsley, John and Amy re how this funding will support the work of the Substance Use Task Force

SECTION ONE: Please describe how you would use this funding.

Project Title

Please create a short title for your request. For example, "Org Name Operating Support" or "XYZ Program." Community Collaborative for Opioid Planning

Project Category (Select all that apply) facilitation and/or coordination of planning needs assessment, data collection and/or analysis capacity building

If "other" please describe:

Please share an overview of the planning work that will be funded by this request. Please include how it is aligned with the NC MOA and which of the below strategies you are planning to target or incorporate in this work:

This funding opportunity will help to advance Henderson County's goal of reducing morbidity and mortality due to SUD/OUD by strengthening and expanding the capacity of our community to provide SUD/OUD prevention, treatment and recovery services. The collaborative intends to plan interventions collaboratively across all 5 municipalities seated within Henderson County. Formal partnerships have not yet been established, however collaboration between agencies and governments is a repeated success in Henderson County.

This funding opportunity for opioid planning will support 12 months of planning activities, and 12 months of implementation. Planning activities are those that will prepare and educate the community on the needs and capacity of the community to provide direct prevention, treatment and recovery services. Core planning activities include conducting a needs assessment, data collection and analysis, collaborative strategic planning, recruiting and training providers and relevant stakeholders. The collaborative envisions that planning will establish the foundation to build and support long-term, sustainable SUD/OUD services that are affordable and accessible. The funding will be used to build infrastructure capacity of the collaborative to address one or more of the focus areas: Recovery support services, Housing Support, Transportation, Prevention, and Harm Reduction. This funding will also provide support for leveraging other available opioid resources at the federal, state and local levels in order to maximize impact. The purpose of the collaborative is to identify gaps in service within the community and to provide training and facilitation around collaborative strategic planning to determine the best area in which to place the available funding.

SECTION THREE: Please tell us more about the outputs and outcomes of this project that you would include in your reporting.

What outputs will this grant seek to produce? **Outputs** are items that document the grant activities, e.g., trainings/workshops, number of participants, frequency of attendance, types of services provided, documents produced, loan dollars provided, etc. Please explain how these outputs relate to the overall purpose of the grant.

The grant will seek to produce community training opportunities to inform partners about the trends in the community as well as services currently being provided. These training opportunities will offer CEU's for attendees. The collaborative will host four main tracks during a 12-month period, and 8 small working group facilitations to dive deeper into the areas of focus. The outputs that will be collected include number of trainings offered, the number of participants and number of organizations represented in the collaborative. The grant also seeks to produce a working document that provides a community assessment of SUD/OUD resources which can be shared with the community at large. The collaborative will also measure the number of individuals reached through our education and campaign initiatives. In year two of the grant opportunities the collaborative intends on utilizing the strategic plan and prioritization to increase access to care. The program aims to address SUD/OUD through the implementation of data informed, and community supported prevention, treatment and recovery services.

What qualitative and quantitative outcomes will this grant seek to produce? Unlike outputs, outcomes describe what you want to happen as a result of your grant activities.

Quantitative outcomes are specific, measurable statements that indicate when the goals of the grant have been met (e.g., number of jobs retained, percent decrease in uninsured population, etc.). **Qualitative outcomes** are credible, rich sources of information that tell us something about the lived experience of the communities you are partnering with (e.g., community-generated stories, photovoice, interviews, etc.). Qualitative outcomes should document new learning or indicate shifts in the perceptions or experiences of a community (e.g., "What most people don't know about this place is..." or "I feel safer now because...")

Please explain how these outcomes relate to the overall purpose of the grant. The quantitative outcomes will inform the successful completion of the community assessment. This assessment will draw data from area hospitals, first responders, law enforcement, detention, DJJ, DSS, the child advocacy center and pre/post tests will be used to capture the knowledge base and growth of participants. The quantitative data will look to evaluate the number of unintentional deaths and overdoses in Henderson County. It will also look to capture the number of naloxone reversals. Polysubstance use, as well as fentanyl and fentanyl analogues will also be monitored to determine the efficacy of the collaborative in impacting OD outcomes. Quantitative outcomes specific to the goals of the grant will include the number of individuals successfully trained, and the number of committed collaborative members/organizations.

Qualitative data will be collected through key informant interviews, and surveys. Key informant interviews will be conducted with individuals impacted by SUD/OUD. These interviews will provide rich data surrounding the perceived gaps in service, as well as insight into successful and unsuccessful interventions. Surveys will also be used to assess participant satisfaction in the trainings and workgroups. Ongoing surveys will measure shifts in perception specifically surrounding MAT and Harm Reduction.

These data measures will provide baseline and outcome data that will guide our strategic planning and measure its success. The data collection and evaluation will guide the planning process to ensure that the collaborative is impacting areas of perceived and validated gaps in service/resources.

SECTION FOUR: Please tell us about the partnerships involved in this project.

Dogwood looks to create systems change that will deliver generational impact, and we know that the challenges facing our communities are more than any one organization can solve alone. For those reasons, we are particularly interested in projects or approaches that align the strengths of multiple partners within a common vision and a shared set of targeted outcomes.

Below please share a list of the partners you will work with, their type (501c3 nonprofit, for-profit business, etc.), their role in the project, and how long you have been partnering with them. If you are working with more than 5 partners, please upload the additional list of partners on the **Attachments** page. If you are working with fewer than 5 partners, simply enter the information for the partners you have and leave the other fields blank.

Name

Hope Coalition	
Organization Type	
501c3 Nonprofit	
Description of role in the project	
Supervision of the Certified Peer, Program oversight, Reporting	
Longth of partnership	
Length of partnership Include unit of time (e.g., months, years, etc.)	
6 years	
Partner 2	
	l
Name	
Henderson County Sheriff's Dept and EMS	
Organization Type	
Government Entity	
Description of role in the project	
LEO and EMS will provide HCHD with demographic information of people who are in need of case management, preventive strategies, and/or follow up.	
Length of partnership Include unit of time (e.g., months, years, etc.)	
6 years	

Sent: Tuesday, October 19, 2021 8:54 AM

To: Jodi Grabowski < <u>JGrabowski@Hendersoncountync.gov</u>>

Cc: a.bragg@dht.org

Subject: Dogwood Health Trust Grant Notification

Henderson County 1200 Spartanburg Hwy Suite 100 Hendersonville, NC 28742

Dear Jodi Grabowski,

Congratulations! I am pleased to inform you that Dogwood Health Trust has approved a grant of \$300,000.00 to assist in funding your request for Community Collaborative for Opioid Planning.

Your grant application was reviewed and evaluated by our Programs and Grants Committee and approved by the Board of Directors in accordance with the established polices and procedures set forth by Dogwood Health Trust.

Your organization contact will receive the Grant Agreement via a separate email from adobesign@adobesign.com within the next 10-15 business days. This person's contact information is: Jodi Grabowski grabowski@hendersoncountync.gov

To help us complete the process and award your funds, please ensure that your organization contact reviews the full Grant Agreement, including all exhibits, and signs and return the Grant Agreement as soon as possible after receiving it.

All of us at Dogwood are excited about your organization's work to improve the health and well-being of our communities. We look forward to partnering with you!

Sincerely,

Emma Lawless (on behalf of April Bragg, Senior Impact Officer - Behavioral Health & Substance Use Disorder) Dogwood Health Trust



Dear Grantee,

It is my pleasure to inform you that the Dogwood Health Trust ("Grantor" or "we") has approved a grant (the "Grant") to your organization ("Grantee" or "you") in the amount and for the project described in Exhibit A (the "Project"). Grantee shall use the Grant consistent with the purposes of Grantor's tax-exempt mission to create a dramatically healthier region in Western North Carolina and in accordance with the terms herein.

This letter is a legally binding agreement between Grantor and Grantee ("Agreement"). Grantor and Grantee are each a "party" and collectively, the "parties." The Agreement will be effective upon our receipt of this Agreement, signed by an authorized representative of Grantee. An electronic copy will suffice.

We will arrange for payment of the grant within 30 days of our receipt of a signed copy.

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

TERMS AND CONDITIONS

- 1. Use of Funds. Grantee shall use the Grant, and any interest or other income generated by the grant funds, only for the purposes of the Project described in Exhibit A and in a manner consistent with the terms of this Agreement and the budget set forth in Exhibit A. Grantee must use the Grant to support one or more of the 18 counties and Qualla Boundary within the Grantor's Region. Grantee may not make any changes in the purposes for which the Grant is made or to any budget cost category that exceeds 10% [in a budget year] without the Grantor's prior written approval.
- 2. Reporting. The Grantee will submit to Grantor written reports detailing Grant progress from a programmatic perspective along with a report of expenditures and confirmation that Grantee is in compliance with the terms of this Agreement. Grantor will provide reporting instructions prior to the due date found in Exhibit A. As part of the financial final report, Grantee will report separately grant dollars spent by county benefited. In addition to written reports, Grantor may request stories that illustrate Grantee's impact either by requesting that Grantee share such stories or provide access to individual(s) to interview for stories. Grantor may also request photographs that illustrate Grantee's work. Grantee will assume responsibility for securing all required photo releases and usage rights for any images provided to Grantor and provide verification of such to Grantor upon request.

- 3. Recordkeeping. Grantee shall treat the Grant and any interest or income generated by the Grant as restricted assets and shall maintain either a separate account for the Grant on Grantee's books or the Grant in a separate bank account. All expenditures made in furtherance of the Project shall be charged off against the Grant and shall appear on Grantee's books. Grantee shall keep adequate records to substantiate its expenditures of the Grant. Grantee shall make all books and records pertaining to the Grant available to the Grantor at reasonable times for review and audit, and shall comply with all reasonable requests of the Grantor for information and interviews regarding use of the Grant. Grantee shall keep copies of all books and records related to this grant and all reports to the Grantor for at least six years after Grantee has expended the last of the Grant.
- **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 to carry on, directly or indirectly, any voter registration drive within the meaning of Section 4945(d)(2);
 - b. Carrying on propaganda, or otherwise attempting to, to influence legislation of any kind by any governmental body or by means of a public vote, interpreted in accordance with the provisions of IRC sections 4945(d)(1) and 4945(e); or
 - c. 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. Regrants/Earmarking. Grantee may regrant or loan a part of this grant if and only if such regrants fall within the stated purpose of the grant and the Agreement or are in accordance with the charitable purposes of Grantee and Grantor. Grantee acknowledges that Grantor has not earmarked Grant funds under this Agreement for any subgrantee, borrower, or contractor of Grantee, and no agreement otherwise exists that permits the Foundation to cause the selection of any such subgrantee, borrower, or contractor. Grantee has exercised or shall exercise exclusive control, in fact, over any such selection process and has made or shall make the selection of any subgrantee, borrower, or contractor completely independently of the Grantor.
- 6. 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 Grantor 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 Grantor and Grantee or any other entity.

7. Representation and Warranty Regarding Tax Status.

- a. By entering into this Agreement, Grantee represents and warrants that Grantee is a local government entity that is a political subdivision of the State of North Carolina, and is therefore exempt from federal income tax.
- b. Grantee's receipt of the Grant and compliance with the terms of this Agreement will not cause Grantee to be in violation or conflict with the governing documents of Grantee or any law to which Grantee is subject, or to be in breach or default of any contract or license to which Grantee is a party; nor will it have any material adverse effect on Grantee's tax or legal status.
- c. There is no pending proceeding or investigation directed at the Grantee by a federal, state, tribal, or local administrative agency or authority that could have a material adverse impact on the Grantee's ability to perform its obligations under this Agreement.
- d. Grantee will not use Grant funds to compensate any person that Grantor has identified in writing to Grantee as a disqualified person within the meaning of IRC Section 4946.
- 8. Notice. Grantee shall give the Grantor immediate written notice of any change in Grantee's tax-exempt or public charity status.
- 9. **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 Grantor may establish from time to time. Grantee grants to the Grantor a perpetual, irrevocable, fully-paid up, royalty-free, nonexclusive license to publish, use, distribute, reproduce, copy, and prepare derivative works based upon any publications, studies, or research funded by this grant at the sole discretion of the Grantor.
- 10. Grant Announcements. Grantee shall submit in advance to the Grantor, for review and revision at the sole discretion of the Grantor, 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 Grantor may include information on the grant in its periodic public reports.
- 11. Terrorist Activity. Grantee warrants that it does not support or conduct, directly or indirectly, violence or terrorist activities of any kind.
- 12. Indemnification. Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Grantor, 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, except to the extent that such claims, liabilities, losses, or expenses arise from any act or omission of the Grantor, its officers, directors, employees, or agents.
- 13. No Agency. Grantee and not the Grantor is solely responsible for all activities supported by the Grant, 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.
- 14. Assignment. Grantee may not assign any rights or delegate any obligations created by this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of Grantor. Any assignment in violation of the foregoing is null and void. This Agreement will be binding upon the successors, legal representatives and permitted assigns of the parties.
- 15. Waivers. The failure of the Grantor 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 Grantor any portion of the Grant which is not spent or committed for the charitable purposes of this Agreement. If the Grantor 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 Grantor 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 Grantor may demand the return of all or part of the unexpended Grant, which Grantee shall immediately repay to the Grantor. The Grantor 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. Survival. A party's obligations under this Agreement that by their nature are intended to survive termination or expiration of this Agreement shall so survive.
- 20. 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 Grantor. You may return the signed Agreement via AdobeSign, or send it to finance@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 email finance@dht.org or contact your DHT Impact Team contact.

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

Sincerely,

Dogwood Health Trust

Susan Mims Susan Mims (Nov 23, 2021 15:06 EST)	
Authorized Signature	_
Susan Mims, M.D., M.P.H. Name	
Interim CEO Title	_
Nov 23, 2021	
Date	-
Accepted on behalf of organization by:	
	Date:
Authorized Signature	
Name	_
Title	_

EXHIBIT A

Grantee legal name: Henderson County

Tax ID Number: 56-6000307

Type of organization: Government Entity

Organization contact: Jodi Grabowski, Behavioral Health System Coordinator

Grant contact: Jodi Grabowski, Behavioral Health System Coordinator

Grantee Address:

Henderson County 1200 Spartanburg Hwy Suite 100 Hendersonville, NC 28742

Address for payment:

Henderson County 1200 Spartanburg Hwy Suite 100 Hendersonville, NC 28742

Signatory Information:

Jodi Grabowski

jgrabowski@hendersoncountync.gov

Dogwood Strategic Priority: Substance Use Disorder (100%)

Project title: Community Collaborative for Opioid Planning

Project:

This grant will support Henderson County in planning for opioid settlement funding, including: a needs assessment, data collection and analysis, collaborative strategic planning, recruiting and training providers and relevant stakeholders, and building infrastructure capacity of the collaborative to address one or more of the focus areas: Recovery support services, Housing Support, Transportation, Prevention, and Harm Reduction. Planning activities align with the Memorandum of Understanding executed by the North Carolina Attorney General's Office and the North Carolina Association of County Commissioners. Grantee agrees to send representation cohort convenings as scheduled by Dogwood Health Trust.

Grant amount: \$300,000.00

Budget:

Category	Total
Management	30,000.00
Equipment	16,000.00
Supplies	2,000.00
Rent	12,000.00
Website	8,000.00
Evaluation	15,000.00
Training	40,000.00
Facilitation	20,000.00
Travel	10,000.00
Indirect cost	30,000.00
Media Campaigns	35,000.00
Possible Transportation	25,000.00
Marketing Materials	10,000.00
CEU'S	5,000.00
Other	42,000.00
Total	\$300,000.00

Counties served and anticipated allocation:

гринен иносиноп.	
County	Anticipated Funding Allocation
Avery	0%
Buncombe	0%
Burke	0%
Cherokee	0%
Clay	0%
Qualla Boundary	0%
Graham	0%
Haywood	0%
Henderson	100%
Jackson	0%
Macon	0%
Madison	0%
McDowell	0%
Mitchell	0%
Polk	0%
Rutherford	0%
Swain	0%
Transylvania	0%
Yancey	0%

Outcome measurements (if any):

- Completion of a comprehensive, community- and data-informed strategic plan for addressing substance use disorder in Henderson County

Reporting requirements:

Grantee will submit annual reports to Dogwood Health Trust detailing the grant progress and including information on outcome measurements listed above.

Progress Report Due Date: July 31, 2022

Narrative Final Report Due Date: January 31, 2023

Financial Final Report Due Date: January 31, 2023

As part of the narrative final report, Grantee will report percent of grant funds spent by county, including the Qualla Boundary. This figure may be an estimate based on a goodfaith approximation of the geographic breakdown of work completed.