

Division of Public Health

Agreement Addendum

FY 18-19

Page 1 of 6

Buncombe County Health and Human Services,
Department of Health

Local Health Department Legal Name

Women's & Children's Health /
Children & Youth

DPH Section / Branch Name

803 School Nurse Funding Initiative

Activity Number and Description

Ann Nichols, 919-707-5667

Ann.Nichols@dhhs.nc.gov

DPH Program Contact

(name, phone number, and email)

06/01/2018 – 05/31/2019

Service Period

DPH Program Signature

Date

(only required for a negotiable agreement addendum)

07/01/2018 – 06/30/2019

Payment Period

☒ **Original Agreement Addendum**

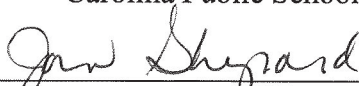
☐ **Agreement Addendum Revision #** _____

I. **Background:**

The mission of the North Carolina Children and Youth Branch includes the development and promotion of programs and services that protect and enhance the health of children. According to the Centers for Disease Control and Prevention (CDC), the academic success of America's youth is strongly linked with their health. Health-related factors such as hunger, physical and emotional abuse, chronic illness, and deficits in vision and hearing can lead to poor school performance. Health-risk behaviors such as early sexual initiation, violence, and physical inactivity also are consistently linked to poor grades and test scores, and lower educational attainment. In turn, academic success is an excellent indicator for the overall well-being of youth and a primary predictor and determinant of adult health outcomes. Leading national education organizations recognize the close relationship between health and education, as well as the need to foster health and well-being within the educational environment for all students. Scientific reviews have documented that school health programs can have positive effects on educational outcomes, as well as health-risk behaviors and health outcomes.

School nurses play a critical role in promoting the health and safety of young people and helping them to establish lifelong healthy behaviors which can result in minimizing the effects of chronic health problems including obesity, diabetes and other chronic diseases that impact readiness to learn. School nurses are often the initial care providers for many student health issues. Access to school nursing services can be limited by the number of local school nurses serving the student population (school nurse to student ratio).

The national and state recommended ratio of school nurses to general education students is 1:750. North Carolina public schools have 1,428,051 (Average Daily Membership data published by North Carolina Public Schools) students and a 1:1,072 School Nurse to Student Ratio (2016-2017) overall.


Health Director Signature

(use blue ink)

Date

03-29-2018

Local Health Department to complete:
(If follow-up information is needed by DPH)

LHD program contact name:
Phone number with area code:
Email address:

Jan Shepard

828-250-5211

Jannine.Shepard@buncombecounty.org

Signature on this page signifies you have read and accepted all pages of this document.

Revised July 2017

II. Purpose:

The purpose of this Agreement Addendum is to improve the school nurse to student ratio in the school district to increase access to school nursing services and have a positive impact on improving children's health and their readiness to learn. Funds will be used to employ nationally certified school nurse(s), or registered nurse(s) working toward national certification, to work full time in local schools and enhance the local capacity to provide basic health services to students.

The long-term program outcome supported by this Agreement Addendum is:

For Asheville City Schools to decrease the nurse to student ratio from 1: 1,474 (at most) to 1:750 and for Buncombe County Schools to decrease the nurse to student ratio from 1:1,299 (at most) to 1:750 to have a positive impact on improving children's health and their readiness to learn.

The short-term and/or interim outcomes of this Agreement Addendum are:

1. Reduce the nurse to student ratio in Asheville City Schools from 1: 1,474 to 1: 1,105.
2. Reduce the nurse to student ratio in Buncombe County Schools from 1:1,299 to 1:1,173.
3. Improve access to basic health services for 100% of students served.

III. Scope of Work and Deliverables:

The Local Health Department shall, for approximately 3,451 students:

1. Employ, or assure employment of, 3 nationally certified school nurse(s) or registered nurse(s) working toward national certification, to work full time.

School Nurse Assignment	# SNFI Nurses
Asheville City Schools	1
Buncombe County Schools	2

2. Submit a signed work plan for each SNFI nurse, no later than one month from hire for new SNFI nurses, or by a date set by the DPH Regional School Health Nurse Consultant (RSHNC) and agreed upon by LHD for returning nurses no later than 30 days after the start of school, using the FY 2019 work plan template provided by the RSHNC.
 - A. The work plan shall address the delivery of basic health services, including activities, strategies and goals within, but not limited to, the following areas:
 - a. Preventing and responding to communicable disease outbreaks;
 - b. Developing and implementing plans for emergency medical assistance for students and staff;
 - c. Supervising specialized clinical services and associated health teaching for students with chronic conditions and other special health needs;
 - d. Administering, delegating where appropriate, and providing oversight and evaluation of medication administration and associated health teaching for other school staff who provide this service;
 - e. Providing or arranging for routine health assessments, such as vision, hearing, or dental screening, and follow-up of referrals; and
 - f. Assuring that federal and state mandated health related activities are completed, which includes but is not limited to: Health Assessments, Immunization Status Reports, blood-borne pathogen control plan (OSHA) requirements, services under Section 504, Individuals with Disabilities Education Act, Healthy Active Children (GCS-S-000) requirements for School Health Advisory Councils, and other mandated laws, rules and regulations pertaining to school health.

AND, as required by HB 200 SL 2011-145 Section 10.22 (b), school nurses funded by School Nurse Funding Initiative (SNFI) do not assist in any instructional or administrative duties associated with a school's curriculum and do perform all of the following with respect to school health programs:

- g. Serve as coordinator of the health services program in their assigned schools and provide nursing care;
 - h. Provide health education to students, staff, and parents;
 - i. Identify health and safety concerns in the school environment and promote a nurturing school environment;
 - j. Support healthy food services programs;
 - k. Promote healthy physical education, sports policies, and practices;
 - l. Provide health counseling, assess mental health needs, provide interventions, and refer students to appropriate school staff or community agencies;
 - m. Promote community involvement in assuring a healthy school and serve as school liaison to a health advisory committee;
 - n. Provide health education and counseling and promote healthy activities and a healthy environment for school staff;
 - o. Be available to assist the county health department during a public health emergency.
- B. The work plan shall also outline the certification plan the nurse(s) will use toward completing degree and certification requirements, if not already certified. The nurse(s) must be certified no later than three years from the date of employment as a school nurse in North Carolina. The certification plan will be updated with the RSHNC in January and June of each school year.
- C. Work plan progress will be monitored via annual site visits conducted by the RSHNC.

IV. Performance Measures/Reporting Requirements:

The Local Health Department shall:

1. Employ, or assure employment of, 3 nationally certified school nurse(s) or registered nurse(s) to work full time to serve approximately 3,451 students.
2. Sign and submit to the RSHNC an annual written work plan to assure the provision of basic health services, within parameters indicated in Paragraph 2 of Section III.
3. Submit to the RSHNC, within 30 days of a position being made vacant, a recruitment plan for any SNFI nurse position that is vacated during the service period of this Agreement Addendum.
4. Notify the RSHNC in the Division of Public Health (DPH) within four working days after initial hire or replacement hire for any SNFI nurse position, on a form that is supplied by the DPH Program Contact during the service period of the Agreement Addendum. This notification must include all items listed on the form, including information about nursing education and certification.
5. Notify the RSHNC within four working days if the SNFI nurse position becomes vacant, by means of the School Nurse Staff Change Notification Form supplied by DPH. The form, must include the plan to recruit for this position as requested at the bottom of the form.
6. Upon hiring, assure that those who are registered nurses hired into this position are duly registered by the North Carolina Board of Nursing and fully permitted to practice in the State of North Carolina.

7. Provide data to the Local Education Agency (LEA) for inclusion in the North Carolina Annual Survey of Public School Health Services. The data must be provided to the LEA in time for its submission of the report to the RSHNC prior to the conclusion of the academic year.
8. Assure that every newly hired School Nurse Funding Initiative nurse will be provided with paid time and reimbursement of costs associated with attendance or participation in continuing education, at the same level of cost reimbursement provided to other professional school employees. Up to \$750 of SNFI funding may be budgeted for participation in professional development workshops or conferences. The school nurse(s) must participate in the School Nursing: Roles and Responsibilities Workshop series. This includes both the on-line orientation course at the start of employment and the didactic completion course at the next available offering, unless previously attended within five years. If the nurse(s) has (have) previously attended that workshop, assure that the school nurse(s) will be allowed to participate in a School Nurse Certification review course, a Pediatric Physical Assessment for School Nurses Workshop, or the Annual School Nurse Conference.
9. Collaborate with the School Health Nurse Consultants on DPH initiatives to help implement these at the local level (e.g., school nurse care management, immunization initiatives).
10. Assure that SNFI nurse(s) employed through this Agreement Addendum will be supported at the same level as other school nurse(s) in the LEA, including such things as providing adequate space, computer equipment, supplies, and in-district travel expenses.
11. For any SNFI nurse who is not certified at the time of hire, submit a certification plan (as part of the work plan) that describes the plan to achieve certification, including timelines for achieving education and certification goals. This certification plan must be updated at least twice annually and show progress towards the goals, as indicated in paragraph 2B of Section III, until the nurse is certified.
12. Assure that the LEA or LHD Memorandum of Agreement that exists between all health districts and LEAs clearly addresses emergency and disaster preparedness and response, states that emergency and disaster service by SNFI nurses is an allowable use of their time, and states the way SNFI nurses are to be made available to assist the Local Health Department during a public health emergency. With regard to emergency and disaster preparedness and response, the following should be addressed:
 - A. Areas of responsibility and oversight
 - B. Liability issues
 - C. Training for specific roles in emergencies
 - D. Periodic assessment and evaluation of emergency plans
 - E. School nurses' roles and responsibilities during emergency and disaster response
13. Assure that the priority of the allocation during a full year will support salary and fringe benefits for the SNFI nurse(s). However, where the allocation exceeds the amount needed to fully fund the SNFI nurse(s) salary and fringe benefits, lapsed salary and fringe benefits may be used to support training as described in Paragraph 8 above. **No other expenditures are allowable using this allocation.**
14. Assure that if salaries and fringe benefits exceed the state allocation, local funds will be used. If more than one position is allocated, state funds provided for the positions can be combined. This will allow use of more than \$50,000 (annual allocation per position) for a position if education and experience qualifies one nurse for more than \$50,000 and another for less than \$50,000.
15. Provide accurate contact information and timely notification of changes in contact information of key contacts, including school nurse supervisor, SNFI nurse, contract program administrator, and contract fiscal officer.

16. Provide notification to the RSHNC, within four working days, should a change in local school nurse full time equivalencies or assignment be expected to reduce access by students to basic health services provided by the SNFI nurse through changing the local school nurse to student ratio.
17. If SNFI services are subcontracted, provide a copy of the subcontract and attachments to the DPH Program Contact upon execution, that includes detail regarding the LEA invoicing schedule and amounts planned for expenditure reimbursement.

V. Performance Monitoring and Quality Assurance:

1. **The Local Health Department shall adhere to the following service quality measures for this Agreement Addendum:**
 - A. Service is provided by a nationally certified school nurse(s). If the nurse(s) hired with these funds is (are) not nationally certified, service is provided by a registered nurse(s) working towards certification. This requirement shall be completed no later than the date of completion of three years of employment as a school nurse in North Carolina.
 - B. Services are provided in accordance with standards established by the North Carolina Nurse Practice Act and the North Carolina Board of Nursing. The North Carolina School Health Program Manual, latest edition, shall be consulted as a resource, as well as the Scope and Standards of School Nursing developed by American Nurses Association and National Association of School Nurses.
 - C. Services are provided in a culturally sensitive manner.
 - D. Services are provided with adherence to federal law in relation to privacy of student records, following both HIPAA (Health Insurance Portability and Accountability Act) and FERPA (Family Educational Rights and Privacy Act), as applicable. Where HIPAA and FERPA may appear to be in conflict, FERPA shall be followed regarding records that become part of the student's educational record; US Department of Education and North Carolina Department of Public Instruction guidelines are resources.
2. **This Agreement Addendum will be monitored according to the following plan:**
 - A. The DPH Regional School Health Nurse Consultants (RSHNC) will review budgets and expenditures to assure that funds are spent according to the approved plan on a monthly basis.
 - B. The RSHNC will monitor vacancies, recruitment, hiring, and certification status or progress towards certification.
 - C. The RSHNC will maintain regular contact (email, phone, and on-site) with the Local Health Department to review progress on contract deliverables no less than twice a year.
 - D. Deliverables, as outlined in this Agreement Addendum, will be monitored via submission of the signed work plan for each SNFI nurse, reported progress on certification for non-certified school nurses, and annual site visits by the RSHNC. A sub-recipient monitoring report will be completed by the DPH program staff and a copy made available to the Local Health Director. The report will demonstrate assurance that program goals are being addressed and that all deliverables are on target to be met. If the report indicates failure to adhere to deliverables in this Agreement Addendum, the Local Health Director or designee will work with the RSHNC to develop a corrective action plan. If the corrective action does not meet contract requirements, the DPH may take action resulting in cessation of funding.

VI. Funding Guidelines or Restrictions:

1. Requirements for pass-through entities: In compliance with 2 *CFR* §200.331 – *Requirements for pass-through entities*, the Division provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda.
 - A. Definition: A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.
 - B. Frequency: Supplements will be generated as the Division receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the Local Health Department even if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.
2. The Local Health Department shall use funds only for salary, fringe benefits and to support continuing education and required school nurse training.
3. The Local Health Department shall assure that these funds will not supplant existing funds supporting school nurse positions. Communities will maintain current level of effort and funding for school nurses.
4. If any SNFI nurse is directly hired by the Local Health Department for 12 months, funds in the amount of 1/12 of the annual allocation shall be drawn down each month to support the SNFI nurse salary, fringe benefits, and continuing education. If SNFI funds are subcontracted with other employers (such as LEA or hospital), the draw down may be no more than is billed monthly to the Local Health Department without prior approval of the DPH Program Contact.

DPH-Aid-To-Counties

For Fiscal Year: 18/19

Budgetary Estimate Number : 0

Activity 803	AA	1332 5358 00	1332 5358 AP	1332 5358 AP	1332 5358 AV	Proposed Total	New Total
Service Period		06/01-05/31	06/01-05/31	02/01-05/31	06/01-05/31		
Payment Period		07/01-06/30	07/01-06/30	03/01-06/30	07/01-06/30		
01 Alamance	* 0	100,000	0	0	0	100,000	100,000
D1 Albemarle	* 0	297,120	51,440	51,440	0	400,000	400,000
02 Alexander	* 0	150,000	0	0	0	150,000	150,000
04 Anson		0	0	0	0	0	0
D2 Appalachian	* 0	250,000	0	0	0	250,000	250,000
07 Beaufort	* 0	250,000	0	0	0	250,000	250,000
09 Bladen	* 0	250,000	0	0	0	250,000	250,000
10 Brunswick	* 0	150,000	0	0	0	150,000	150,000
11 Buncombe	* 0	150,000	0	0	0	150,000	150,000
12 Burke	* 0	100,000	0	0	0	100,000	100,000
13 Cabarrus	* 0	50,000	0	0	0	50,000	50,000
14 Caldwell	* 0	100,000	0	0	0	100,000	100,000
16 Carteret	* 0	50,000	0	0	0	50,000	50,000
17 Caswell	* 0	200,000	0	0	0	200,000	200,000
18 Catawba	* 0	200,000	0	0	0	200,000	200,000
19 Chatham	* 0	100,000	0	0	0	100,000	100,000
20 Cherokee	* 0	100,000	0	0	0	100,000	100,000
22 Clay	* 0	50,000	0	0	0	50,000	50,000
23 Cleveland	* 0	200,000	0	0	0	200,000	200,000
24 Columbus	* 0	400,000	0	0	0	400,000	400,000
25 Craven		0	0	0	0	0	0
26 Cumberland	* 0	189,406	0	0	0	189,406	189,406
28 Dare		0	0	0	0	0	0
29 Davidson	* 0	400,000	0	0	0	400,000	400,000
30 Davie	* 0	50,000	0	0	0	50,000	50,000
31 Duplin		0	0	0	0	0	0
32 Durham	* 0	100,000	0	0	0	100,000	100,000
33 Edgecombe	* 0	250,000	0	0	0	250,000	250,000
34 Forsyth	* 0	100,000	0	0	0	100,000	100,000
35 Franklin	* 0	150,000	0	0	0	150,000	150,000
36 Gaston	* 0	100,000	0	0	0	100,000	100,000
38 Graham	* 0	50,000	0	0	0	50,000	50,000
D3 Gran-Vance	* 0	200,000	0	0	0	200,000	200,000
40 Greene		0	0	0	0	0	0
41 Gullford	* 0	100,000	0	0	0	100,000	100,000
42 Halifax	* 0	250,000	0	0	0	250,000	250,000
43 Harnett	* 0	150,000	0	0	0	150,000	150,000
44 Haywood	* 0	100,000	0	0	0	100,000	100,000
45 Henderson	* 0	100,000	0	0	0	100,000	100,000
46 Hertford	* 0	50,000	0	0	0	50,000	50,000
47 Hoke	* 0	150,000	0	0	0	150,000	150,000
48 Hyde		0	0	0	0	0	0
49 Iredell	* 0	100,000	0	0	0	100,000	100,000

50 Jackson	* 0	50,000	0	0	0	50,000	50,000
51 Johnston	* 0	100,000	0	0	0	100,000	100,000
52 Jones	* 0	50,000	0	0	0	50,000	50,000
53 Lee	* 0	150,000	0	0	0	150,000	150,000
54 Lenoir	* 0	150,000	0	0	0	150,000	150,000
55 Lincoln	* 0	150,000	0	0	0	150,000	150,000
56 Macon	* 0	150,000	0	0	0	150,000	150,000
57 Madison	* 0	150,000	0	0	0	150,000	150,000
D4 M-T-W	* 0	200,000	0	0	0	200,000	200,000
60 Mecklenburg	* 0	50,000	0	0	0	50,000	50,000
62 Montgomery	* 0	100,000	0	0	0	100,000	100,000
63 Moore	* 0	50,000	0	0	0	50,000	50,000
64 Nash	* 0	250,000	0	0	0	250,000	250,000
65 New Hanover		0	0	0	0	0	0
66 Northampton	* 0	150,000	0	0	0	150,000	150,000
67 Onslow	* 0	100,000	0	0	0	100,000	100,000
68 Orange		0	0	0	0	0	0
69 Pamlico		0	0	0	0	0	0
71 Pender	* 0	150,000	0	0	0	150,000	150,000
73 Person	* 0	150,000	0	0	0	150,000	150,000
74 Pitt	* 0	250,000	0	0	0	250,000	250,000
76 Randolph	* 0	250,000	0	0	0	250,000	250,000
77 Richmond	* 0	150,000	0	0	0	150,000	150,000
78 Robeson	* 0	250,000	0	0	0	250,000	250,000
79 Rockingham	* 0	200,000	0	0	0	200,000	200,000
80 Rowan	* 0	100,000	0	0	0	100,000	100,000
D5 R-P-M	* 0	550,000	0	0	0	550,000	550,000
82 Sampson	* 0	400,000	0	0	0	400,000	400,000
83 Scotland		0	0	0	0	0	0
84 Stanly	* 0	50,000	25,000	25,000	0	100,000	100,000
85 Stokes	* 0	150,000	0	0	0	150,000	150,000
86 Surry	* 0	250,000	0	0	0	250,000	250,000
87 Swain		0	0	0	0	0	0
D6 Toe River	* 0	250,000	0	0	0	250,000	250,000
88 Transylvania	* 0	50,000	0	0	0	50,000	50,000
90 Union	* 0	50,000	0	0	0	50,000	50,000
92 Wake	* 0	50,000	0	0	0	50,000	50,000
93 Warren	* 0	150,000	0	0	0	150,000	150,000
96 Wayne	* 0	250,000	0	0	0	250,000	250,000
97 Wilkes	* 0	150,000	0	0	0	150,000	150,000
98 Wilson	* 0	150,000	0	0	0	150,000	150,000
99 Yadkin	* 0	50,000	0	0	0	50,000	50,000
Totals		11,636,526	76,440	76,440	0	11,789,406	11,789,406

Sign and Date - DPH Program Administrator <i>Mike Morris</i> 12-7-17	Sign and Date - DPH Section Chief <i>Peter Anderson</i> 12/7/17
Sign and Date - DPH Contracts Office <i>Yelbecca Miller</i> 12-8-17	Sign and Date - DPH Budget Officer <i>Samela Galt</i> 1/8/18

bopam 1-8-18

FY19 Activity: 803 School Nurse Funding Initiative**Supplement 1**Supplement reason: ☒ In AA+BE or AA+BE Rev -OR- ☐ -

CFDA #: 93.994 Federal awd date: 11/7/17 Is award R&D? no FAIN: B04MC31506 Total amount of fed awd: \$ 3,229,426

CFDA name: Maternal and Child Health Services

Fed award project description: Maternal and Child Health Services

Fed awarding agency: DHHS, Health Resources and Services Administration

Federal award indirect cost rate: n/a %

Subrecipient	Subrecipient DUNS	Fed funds for this Supplement	Total All fed funds for this Activity	Subrecipient	Subrecipient DUNS	Fed funds for this Supplement	Total All fed funds for this Activity
Alamance	965194483	=	=	Jackson	019728518	=	=
Albemarle	130537822	58786	58786	Johnston	097599104	=	=
Alexander	030495105	=	=	Jones	095116935	=	=
Anson	847163029	=	=	Lee	067439703	=	=
Appalachian	780131541	=	=	Lenoir	042789748	=	=
Beaufort	091567776	=	=	Lincoln	086869336	=	=
Bladen	084171628	=	=	Macon	070626825	=	=
Brunswick	091571349	=	=	Madison	831052873	=	=
Buncombe	879203560	=	=	MTW	087204173	=	=
Burke	883321205	=	=	Mecklenburg	074498353	=	=
Cabarrus	143408289	=	=	Montgomery	025384603	=	=
Caldwell	948113402	=	=	Moore	050988146	=	=
Carteret	058735804	=	=	Nash	050425677	=	=
Caswell	077846053	=	=	New Hanover	040029563	=	=
Catawba	083677138	=	=	Northampton	097594477	=	=
Chatham	131356607	=	=	Onslow	172663270	=	=
Cherokee	130705072	=	=	Orange	139209659	=	=
Clay	145058231	=	=	Pamlico	097600456	=	=
Cleveland	879924850	=	=	Pender	100955413	=	=
Columbus	040040016	=	=	Person	091563718	=	=
Craven	091564294	=	=	Pitt	080889694	=	=
Cumberland	123914376	=	=	Randolph	027873132	=	=
Dare	082358631	=	=	Richmond	070621339	=	=
Davidson	077839744	=	=	Robeson	082367871	=	=
Davie	076526651	=	=	Rockingham	077847143	=	=
Duplin	095124798	=	=	Rowan	074494014	=	=
Durham	088564075	=	=	RPM	782359004	=	=
Edgecombe	093125375	=	=	Sampson	825573975	=	=
Forsyth	105316439	=	=	Scotland	091564146	=	=
Franklin	084168632	=	=	Stanly	131060829	28570	28570
Gaston	071062186	=	=	Stokes	085442705	=	=
Graham	020952383	=	=	Surry	077821858	=	=
Granville-Vance	063347626	=	=	Swain	146437553	=	=
Greene	091564591	=	=	Toe River	113345201	=	=
Guilford	071563613	=	=	Transylvania	030494215	=	=
Halifax	014305957	=	=	Union	079051637	=	=
Harnett	091565986	=	=	Wake	019625961	=	=
Haywood	070620232	=	=	Warren	030239953	=	=
Henderson	085021470	=	=	Wayne	040036170	=	=
Hertford	627320971	=	=	Wilkes	067439950	=	=
Hoke	091563643	=	=	Wilson	075585695	=	=
Hyde	832526243	=	=	Yadkin	089910624	=	=
Iredell	074504507	=	=				

**CONTRACT FOR SCHOOL HEALTH SERVICES AGREEMENT
BETWEEN ASHEVILLE CITY BOARD OF EDUCATION AND
BUNCOMBE COUNTY HEALTH AND HUMAN SERVICES
Contract # 2712**

THE UNDERSIGNED AGREE TO THE FOLLOWING CONDITIONS:

Buncombe County Health and Human Services (BCHHS) and the Asheville City Board of Education (ACS) agree that public health nurse services facilitate prevention, detection, and effective management of student health problems, and thus, promote and advance student learning and scholastic success.

BCHHS will sub-contract school health program services oversight to the Mountain Area Health Education Center (MAHEC). MAHEC will employ and supervise the school nurses who serve the ACS System including the ACS preschool, with medical oversight provided by the MAHEC School Health Medical Director. The services provided by the nurses will be in accord with BCHHS, MAHEC and School Health Division policies as long as policies do not conflict with existing School Board policies. In the event of a public health emergency, staff will perform duties as outlined by the BC Health Director.

"Under North Carolina law, all entities who contract with ACS whose personnel will have direct interaction with students as part of their services must conduct an annual check of such employees on the N.C. Sex Offender and Public Protection Registration Program, the N.C. Sexually Violent Predator Registration Program and the National Sex Offender Registry. As a term of this agreement, said annual checks must be performed by the contractor and reported to the Superintendent or designee. The Asheville City Board of Education prohibits any personnel listed on such registries from being on any property owned or operated by the Board of Education and from having direct interaction with students."

ACS System will reimburse BCHHS \$143,119 to be applied to support the services of Public Health Nurses. ACS System will provide an appropriately equipped room for the nurse at the designated school that includes a private area for student assessments and telephone or parent consultation, an accessible electrical outlet, secure desk space for laptop, access to printer and Internet (WiFi and/or jack) with network connectivity; and a locking file cabinet. The NC General Assembly will fund one position to ACS as funding allows.

ACS System and BCHHS will appoint liaison personnel who will be responsible for administrative issues necessary to ensure the continued successful operation of the program. Both ACS System and BCHHS will conduct an on-going evaluation of the cooperative efforts. Both parties agree to abide by the School Health Program Components attached.

Since the school nurses are contractually acting on behalf of the school system in providing healthcare services to school system students, all records generated by the school nurses, both paper and electronic, shall be governed and maintained by the Family Education Rights and Privacy Act (FERPA) and in accordance with the administrative regulations of the Asheville City Board of Education for collection and dissemination of student records. Pursuant to the November 2008 Joint Guidance issued by the U.S. Departments of Education and Health and Human Services, student records covered under FERPA are not subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA). School nurses may only share FERPA records to non-school system individuals or entities with prior parental consent or if an exception to FERPA allows the disclosure of the student records. Specific student health information shared with the school nurse will be maintained in confidence.

ACS System will be billed by BCHHS quarterly (August 15, 2018, November 15, 2018, February 15, 2019, and May 15, 2019) on the basis of a yearly total of \$ 143,119. The State funding will be managed by BCHHS. The term of this agreement shall be from July 1, 2018 through June 30, 2019.

Delise Q. Patterson
Dr. Delise Q. Patterson, Superintendent, Asheville City Schools
Federal Tax ID # 54-6001809

9/19/2018
Date

Stoney Blevins
Stoney Blevins, Director, Buncombe County Health and Human Services
Federal Tax ID # 56-6000279

9/21/18
Date

William G. Smith
Mountain Area Health Education
Center (MAHEC)

9-19-18
Date

This contract has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Charlotte Debraun
Finance Officer
Asheville City School

9/19/18
Date

I. ADMINISTRATION

BCCHC subcontracts the management of the school health program to MAHEC. Both the MAHEC and the School Systems have specific responsibilities that are clearly defined as the result of joint oversight. The School Health Manager will work with the School Health Liaison (Director of Student Support Services, and other appropriate personnel) to coordinate the school nurse services and assure success of the program.

- The school nurse will meet with each of their schools' principals to discuss the role of the nurse and enlist the principal's support and suggestions in regard to the services offered.
- The school nurse will maintain computer documentation of student encounters on an ongoing basis in order to fulfill the requirements of the Department of Health and Human Services (DHHS) and the School Health Division. All student records are property of the school. MAHEC will maintain the electronic records in Health Office, all paper documentation managed by the nurses is maintained by the district.
- Non-identifiable data is collected for reporting purposes. The School Health Program Manager will submit the School Nurse End of Year Report to DHHS School Nurse Consultant. Copies will be made available to each superintendent, the BCDH Health Director, Lead MAHEC program administrator, MAHEC Physician Champion and others as appropriate.
- IT infrastructure of MAHEC will follow FERPA guidelines.
- The School Health Manager will meet regularly with the School Student Service Director or designee to assure program success.
- School administration and BCDH administration will contact MAHEC and School Health Manager and/or Student Services Director to address challenges or concerns related to service delivery.
- School Health Manager or delegate will participate in School Health Advisory Council.

II. SERVICE DELIVERY

Specialized School Nurse Services

All students need to be healthy and ready to learn. It is imperative that students with health care needs that may interfere with learning are identified, monitored and cared for to prevent health problems from becoming reasons for educational failure. The school nurse must assess the needs of the students, staff and families for physical or mental concerns in order to assure that students get the care they need while they are at school. Many more students are coming to school needing to have delegated health care procedures performed while they are at school. Health care procedures carry a degree of risk of harm to the student and therefore it is vital for staff to be well trained and competent to provide the needed care.

Outcomes:

- Students with an identified special health need will have a standard plan of care. Parent may opt-out. To do so they must provide a medically certified action plan from their provider which will be reviewed by the SN to create an Individual Health Plan (IHP) and/or implement an individualized Emergency Action Plan (EAP).
- Students with special health care needs that affect their activities of daily living will have those needs safely met while at school.
- Telehealth may be provided as able with current space, staffing and equipment.
- Student's health concerns referred by school personnel due to significant health impairment, decreased school functioning or safety concerns will be addressed within 3 days of nurse's receipt of the referral.
- Students participating in the educational programs offered by the school nurses will increase their knowledge about health issue at hand.

School Nurse Activities:

- 1) Utilizes the Nursing Process to provide assessment, intervention, referral and follow-up for students with significant health concerns.
 - Review Health Assessments (GS 130A-440) and returned student health histories.
 - Assess, plan and evaluate the health care needs of students with chronic special health care needs.
 - Develop an individual health care plan in coordination with parents and health care providers for those who Opt-Out of standard plan of care.
 - Train school personnel to provide or assist student with health care procedures during the school day in compliance with State Board of Education Policy on "Special Health Care Services" [(Policy #GCS-G-006-.0402) and delegation, oversight and training (GS 115C-307)].
 - Ensure safety of diabetic students following state law on Diabetes Care for Students in Schools (GS 115c-47)
 - Monitor student progress according to the health plan. Case manage student when appropriate and as time allows.
 - Participate in multidisciplinary team conferences (MTSS, IBP, 504, other).
 - a. Input from the school nurse will include concern for children with physical or mental health related problems to provide input from the medical/nursing perspective. All students with medical need are eligible for 504- if accommodations may be needed, SN to notify the 504 coordinator.
 - b. Develop both preventive actions and interventions for related physical or mental concerns to prevent health problems from becoming reasons for educational failure.
- 2) Act as Liaison for student's health services with community providers. Refers/directs and guides students and families toward appropriate resources.
- 3) Completion of health assessments (vision screening, review of medications, other) required as a part of participation in the Exceptional Children's program.
- 4) Initiates pertinent educational curriculum for students with chronic diseases i.e. Open Airways for Schools, for students with asthma in the third, fourth and fifth grades for the 5, 2, 1 Almost None Healthy Lifestyle program at participating schools.
- 5) Offer in-service training programs on health issues for appropriate school personnel. (Also, refer to Medication Administration and Medical Procedure Oversight.)
- 6) Offers supplemental curriculum for students as guest instructors on health and wellness topics.
- 7) Support/offer Growth and Development as requested for individual special needs students with parent permission.
- 8) Collaborates with community initiatives, i.e. Mission Asthma program.
- 9) STD and pregnancy prevention counseling per individual student request
- 10) Promotes and participates in school wellness teams or other wellness related activities as time allows
- 11) Participates in school approved research activities in collaboration with MAHBC research department.
- 12) Maintains school nurse student records in Health Office, paper records are kept in file and retained by school nurse per procedure. Inactive students will be removed from the HO system and other systems..

School Activities:

1. Schools require a Health Assessment for any new to NC student to include kindergarten. Any student without the completed assessment by day 30 will be excluded from school in compliance with § 130A-441(c).
2. Each school will distribute a health history form to all parents annually requesting medical information to identify students who have special health care needs, identify emergency care needs and/or chronic health conditions of students.
3. Health histories received are forwarded to the school nurse who determines the need for further action.
4. School principal will collaborate with the nurse to identify staff to be trained to perform specialized clinical procedures. (Also, refer to Medication Administration and Medical Procedure Oversight.).
 - a. School staff chosen must be trained.

- b. School staff that are trained must be competent at providing procedure/care for students with special health care need. Non competent performance will necessitate additional training or reassignment of task.
5. Each school will designate at least two individuals as Diabetic Care Managers (DCM). These persons will complete full DCM training with yearly reviews as per Diabetes Care for Students in Schools (GS 115c-47).
6. All school staff will have yearly overview of diabetes (as per GS 115C-47),
Schools will include nursing staff in Multidisciplinary meetings. School nurse will have access to both 504 and IEP systems so they are aware of which students have a 504 or IEP and can attend meetings for students with special health care needs that impact their educational process. School nurses should also be included at student's transition IEP meeting at age 15 to ensure transition to adult health services is begun.
7. Notify School Nurse of new and transferring students.
8. Schools that offer telehealth will distribute necessary forms at start of school year or telehealth program as well as post forms on the school website with a description of telehealth offering. All returned forms will be given to the school nurse.

Safe Environments / Emergency Medical Assistance

Appropriate management of emergencies and life-threatening medical situations is vital for a successful student centered healthy and ready to learn environment. A nurse is not always available at the time of an emergency; therefore, teachers and other staff must know how to respond appropriately. Injury prevention must be a part of the culture of a nurturing a safe school environment.

Outcomes:

- 100% of students who are identified with a potential life-threatening condition have an Emergency Action Plan (EAP) in place or in progress within 10 days of receiving the necessary paperwork from the parents who Opt out of Standard Care Plan.
- 100% of students receive appropriate emergency care as needed.

School Nurse Activities:

1. Review the nurse's role in dealing with injuries/emergencies with school principal and staff annually.
2. Advocate and when able, assist in coordinating CPR, AED, and First Aid training for school staff.
3. Offer general Allergy/Epinephrine training for all staff and Generic Epinephrine auto injection training to at least 2 on campus staff.
4. Assist with OSHA Blood-borne Pathogen training and rostering for each school.
5. Naloxone training as appropriate.
6. Ensure requirements of students with chronic health care needs are anticipated.
 - Assess students who may need emergency medical assistance and put into process a Standard or Individualized EAP for student condition within 10 days of identification.
 - Provide school personnel with a copy of the EAP/IHP and train school personnel as appropriate annually.
 - Delegate to school personnel once they complete competency.
 - Provide ongoing supervision for delegated tasks.
 - Provide for emergency care in the event of serious illness or injury if on the school campus. Provide telephone consultation per availability.
7. Review injury reports as they are received and discuss themes, concerns and needed follow-up with principal.
8. Participate in the development, training, implementation and periodic evaluation of the district and individual school's emergency/disaster preparedness and response plans and drills.
9. Is available to assist the local health department during a public health emergency.

School Activities:

1. School will ensure there are adequate number of properly trained staff members to provide basic first aid and emergencies at school.
 - two or more staff members current in cardiopulmonary resuscitation
 - two or more staff members current in anaphylaxis recognition and epinephrine auto injection
 - two or more staff members current in basic first aid
2. All school staff will complete OSHA mandated yearly Blood-borne Pathogens training.
3. School will ensure basic first aid supplies are maintained and ABD and other equipment are in good repair.
4. School staff will handle all OSHA and Blood-borne Pathogen issues according school policy.
5. School staff will document all injuries on an Injury Report &/or Head Injury form and give a copy to the school nurse.
6. School staff should call 911 for an injured or seriously ill student, and then remain in attendance until relieved by medical personnel. When not present, the principal and school nurse should be notified anytime 911 is called.
7. Include school nurse in the development, training, implementation and periodic evaluation of the district and individual school's emergency/disaster preparedness and response plans and drills to include areas of oversight and responsibility during such events.

Medication Administration and Medical Procedure Oversight

It is necessary for many students to receive medications while they are at school. The school nurse trains school staff to appropriately provide medications, assure necessary information is documented and understand the policy on administering medications. The School Nurse also ensures staff are appropriately trained and students safely receive needed medical procedures ordered by a physician.

Outcome:

- 100% of staff administering medication or performing a medical procedure at school complete annual training
- Students receive right medication and dose at the right time by the right route and have it documented correctly.

School Nurse Activities:

1. Identify staff needs for medication administration or medical procedure training bases upon physician orders.
2. Provide the provision of medication and procedure training annually.
3. Review new medication and procedure orders received at the school for accuracy and appropriateness at school.
4. Formally audit medication process evaluating the six rights of medication administration.
 - Provide principal and appropriate staff with audit tool and determine plan for improvement within one week of audit.
 - Guide additional training needs and process revisions as indicated on the plan for improvement
 - Monitor for follow-through.
 - Retain a copy of the audit and report for review, send copy to School Nurse Program Manager.
5. Assess student who self-carries medication as to knowledge and ability on how and when to use their medications; assure they are responsible to carry medication; and family provides back up medicine in the office.
6. Are available as a resource when staff have questions or concerns with medication, procedure or student.

School Activities:

1. Principal will refer family to their MD for Physician orders prior to authorizing any care done by staff. Parents are welcome to give medicine or provide care to student until orders are obtained.
2. Principal will designate staff to administer medications or perform procedures as well as back-up staff to administer medications or procedures in their absence during school and school sponsored events.
3. Principal will assure staff who administer medication attend annual medication training.

4. Principal will assure proper storage space for medications: secure, yet readily accessible to staff and students involved; refrigerator storage for medications may be needed and must be kept separate from food items in a locked container. Emergency medications should be kept with the student or unlocked in proximity accessible for use.
5. Principal will assure that students who need to carry their medications are given the order forms to have completed that allow student to self-administer their own medications as necessary
6. Principal will assure that medication and procedure log documentation is accessible and maintained for each medication administered by school personnel. All written parent and doctor authorizations and medication or procedure logs should be retained on file at school for as until student reaches 29 years of age and has not received services within the last 10 years, if no litigation, claim, audit, or other official action involving the records has been initiated. If official action has been initiated, destroy in office after completion of action and resolution of issues involved.
7. Principal will provide parent communication and instructions regarding school policy on medication administration. Digital parent handbooks (available for printing if needed, school website, and newsletters are good vehicles for this as well as individual phone calls, letters and forms as needed.

Communicable Disease Control

Communicable diseases are the leading cause of childhood morbidity and school absences. Students and staff with communicable diseases that can be transmitted directly or indirectly from one individual to another require special consideration in the school setting. The schools will maintain a list of students who have not been vaccinated or who have immunosuppressed illnesses, so that appropriate action can be taken to protect these individuals when communicable disease outbreaks occur. The school nurse will work in coordination with BC Health Director, the Disease Control Division and Medical Health Director to foster understanding and compliance with communicable disease control requirements and practices.

Outcomes:

- 100% of new and transferring students have State required immunizations (GS 130A-155) or exempted within 30 days of enrollment
- 100% of students who enter the 7th grade will show proof of receipt of Tdap and Meningococcal vaccine before the first day of school NC law GS 130A-152) or be exempted within 30 days of the new school year.
- School staff, families and students have understanding and compliance with communicable disease control requirements and practices.

School Nurse Activities:

1. Assist in assuring immunization compliance;

Train school staff on valid immunization record and schedule, how to review immunization records, and when to contact the school nurse for assistance.

- Assist with a process for schools to assure all new and transferring students, and 7th grade students have state required immunizations or exempted from school within 30 days of enrollment.
 - In conjunction with Power School personnel will identify all students with medical and religious exemptions and maintain up-to-date records on exempted students. Inform and periodically update school principal of students who are not in compliance, in process or in need of exemption. Along with Power School personnel, inform parents of student's lack of immunization compliance status when necessary.
 - Act as liaison for parents in acquiring needed immunizations for their children
2. Assist with planning and implementation of student and or community vaccination efforts per need.
 3. Provide health education information and educational activities that promote the prevention and control of communicable diseases for students, parents and staff.
 - Train schools' staff on signs and symptoms of communicable illnesses, modes of transmission, and period of communicability.
 - Assure that all students and staff with signs and symptoms of communicable illness will be excluded from school

- and readmitted per DPH recommendations. School nurse may identify and refer students and staff with signs and symptoms of communicable illness to private provider/Department of Health
 - Collaborate with the DPH communicable disease division on prevention and response to communicable disease outbreaks to include surveillance and DOT if required.
 - Students and staff are instructed regarding cleanliness and hygiene measures including proper hand washing techniques
4. Assure school staff, students and family members understand how to work with students with a chronic infectious disease.

School Activities:

1. Assist in assuring immunization compliance:
 - Children entering North Carolina school initially, grades K, 7th Graders, or students transferring in grades K-12, must present a record of completed mandated immunizations within 30 days.
 - School staff will inform parents of immunization requirements and request immunization records.
 - School staff will record immunization information on all students in Power School, place a copy in the permanent health record with proper signature, and return original immunization record to parent/guardian.
 - Any questionable immunization records will be referred to the nurse for review.
 - When it is determined that a student is not in compliance with current immunization requirements for North Carolina, the school administration will inform parents of the consequences of incomplete immunization status and exclude any student from school in accord with GS 130A-155.
2. Schools will incorporate basic principles of good hygiene and personal cleanliness into health curriculum and daily practice and will provide equipment and facilities to accommodate such endeavors.
3. School staff will complete OSHA mandated yearly Blood-borne Pathogens training.
4. Students and staff with signs and symptoms of communicable diseases are excluded from school for the period of communicability and readmitted in accordance with local school policy and recommendations of the personal physician, BCHHS Disease Control Program, Public Health Director and/or Medical Director.
5. School staff will distribute information about meningitis, HPV, and influenza, per State guidelines, annually.
6. Coordinate efforts with BCHHS in planning and implementation of student and or community vaccination events

Screening and Access to Care

Screening programs are designed to identify and reduce or eliminate barriers to learning. Screenings and appropriate follow-up can detect health concerns before they cause serious harm or educational impairment for the student.

Outcomes:

- All students who meet criteria for referral or follow up for a screening receive the same.
- At least 75% of students referred for a failed screening will secure the needed care

School Nurse Activities:

1. Participate in school Health Fairs through referral and follow up of all students needing care.
2. Screen students for vision concerns who are referred by school personnel.
3. Track students who do not pass their screening and are referred for eye care and dental to determine secured care by grade level and school and determine the necessary follow-up for those that have not secured the needed care.
4. Assist when needed in finding medical homes and refer to economic services for children's health insurance coverage.
5. BMI per public health data only, no reports to be sent to parents
6. Include 5,2,1, AN classes as allowed by schools and as time permits.

School Activities:

1. Health Fair screening schedules will be determined at the beginning of each school year by the Coordinator of Health Education and each school principal per guidelines of the Health Fair Procedures. (Outlines responsibilities of all parties in screening of vision, hearing, BMI and dental.)
 - The dates will be shared with the school nurse as soon as established each school year.

- The school will provide volunteers to screen students and coordinate screening activities.
- Eblen's public health dental hygienist will provide dental screens on select students annually and send referrals to the school nurse for follow-up.
- BMI data will be collected on all K-5th grade students through MAHEC contracted employee.
- School will send home copy of screening results, needed referrals and resources available.
- School staff will refer students to the school nurse who have a recognized need for non-routine health screening to maintain a ready to learn environment.

**CONTRACT FOR SCHOOL HEALTH SERVICES AGREEMENT BETWEEN
BUNCOMBE COUNTY SCHOOL SYSTEM AND
BUNCOMBE COUNTY, A BODY POLITIC, BY AND THROUGH BUNCOMBE COUNTY HEALTH AND
HUMAN SERVICES
AGREEMENT 2704**

THE UNDERSIGNED AGREE TO THE FOLLOWING CONDITIONS:

Buncombe County, a body politic, by and through Buncombe County Health and Human Services (BCHHS) and the Buncombe County School System (BCS) agree that public health nurse services facilitate prevention, detection, and effective management of student health problems, and thus, promote and advance student learning and scholastic success.

BCHHS will sub-contract with MAHEC for the provision of school health services. MAHEC will employ and supervise the school nurses who serve the BCS System with medical oversight provided by the BC Medical Director. The services provided by the nurses will be in accord with BCHHS and School Health Division policies as long as policies do not conflict with existing school board policies. In the event of a public health emergency, staff will perform duties as outlined by the BC Health Director.

BCS System will reimburse BCHHS **\$151,752.05** to be applied to support the services of Public Health Nurse positions. BCS System will provide an appropriately equipped room for the nurse at the designated school that includes a private area for student assessments and telephone, an accessible electrical outlet, secure desk space for laptop and access to and internet with ; WiFi access and /or network jack with; and a locking file cabinet. The NC General Assembly will fund one position to BCS as funding allows.

BCS System and BCHHS will appoint liaison personnel who will be responsible for administrative issues necessary to ensure the continued successful operation of the program. Both BCS System and BCHHS will conduct an on-going evaluation of the cooperative efforts. Both parties agree to abide by the School Health Program Components attached.

The school nurses act for the school system and, therefore, are agents of the school as contractual employees of the system for the purposes of team functioning and information sharing. Confidentiality of school records, both paper and electronic, will be maintained as stipulated by PL 93-380 and as amended through PL 107-56, the Family Education Rights and Privacy Act (FERPA) in accordance with the administrative regulations of the Buncombe County Board of Education for collection and dissemination of student records. Specific student health information shared with the school nurse will be maintained in confidence.

BCS System will be billed by BCHHS quarterly (August 15, 2018, November 15, 2018, February 15, 2019, and May 15, 2019) on the basis of a yearly total of **\$151,752.05**. The State funding will be managed by BCHHS. The term of this agreement shall be from July 1, 2018 through June 30, 2019.

Tony Baldwin
Dr. Tony Baldwin, Superintendent, Buncombe County School System
Federal Tax ID # 56-6000994

6/11/18
Date

Stoney Blevins
Stoney Blevins, Director, Buncombe County Health and Human Services
Federal Tax ID # 56-6000279

6/20/18
Date

This contract has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.
Deborah B. Purdy
Finance Officer
Buncombe County School System

6-11-18
Date

**This Instrument has been preaudited
in the Manner required by
Local Government Budget and
Fiscal Control Act.**

Page 1 of 8

per [unclear] 2

ADMINISTRATION

BCHHC subcontracts the management of the school health program to MAHEC. Both the MAHEC and the School Systems have specific responsibilities that are clearly defined as the result of joint oversight. The School Health Manager will work with the School Health Liaison (Director of Student Support Services, and other appropriate personnel) to coordinate the school nurse services and assure success of the program.

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- Non-identifiable data is collected for reporting purposes. The School Health Program Manager will submit the School Nurse End of Year Report to DHHS School Nurse Consultant. Copies will be made available to each superintendent, the BCDH Health Director, Lead MAHEC program administrator, MAHEC Physician Champion and others as appropriate.
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II. SERVICE DELIVERY

Specialized School Nurse Services
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Outcomes:

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- 5) Offer in-service training programs on health issues for appropriate school personnel. (Also, refer to Medication Administration and Medical Procedure Oversight.)
- 6) Offers supplemental curriculum for students as guest instructors on health and wellness topics.
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- 8) Collaborates with community initiatives, i.e. Mission Asthma program.
- 9) STD and pregnancy prevention counseling per individual student request
- 10) Promotes and participates in school wellness teams or other wellness related activities as time allows
- 11) Participates in school approved research activities in collaboration with MAHEC research department.
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 - a. School staff chosen must be trained.

- b. School staff that are trained must be competent at providing procedure/care for students with special health care need. Non competent performance will necessitate additional training or reassignment of task.
5. Each school will designate at least two individuals as Diabetic Care Managers (DCM). These persons will complete full DCM training with yearly reviews as per Diabetes Care for Students in Schools (GS 115c-47).
6. All school staff will have yearly overview of diabetes (as per GS 115C-47),
Schools will include nursing staff in Multidisciplinary meetings. School nurse will have access to both 504 and IEP systems so they are aware of which students have a 504 or IEP and can attend meetings for students with special health care needs that impact their educational process. School nurses should also be included at student's transition IEP meeting at age 15 to ensure transition to adult health services is begun.
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8. Schools that offer telehealth will distribute necessary forms at start of school year or telehealth program as well as post forms on the school website with a description of telehealth offering. All returned forms will be given to the school nurse.

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Outcomes:

- 100% of students who are identified with a potential life-threatening condition have an Emergency Action Plan (EAP) in place or in progress within 10 days of receiving the necessary paperwork from the parents who Opt out of Standard Care Plan.
- 100% of students receive appropriate emergency care as needed.

School Nurse Activities:

1. Review the nurse's role in dealing with injuries/emergencies with school principal and staff annually.
2. Advocate and when able, assist in coordinating CPR, AED, and First Aid training for school staff.
3. Offer general Allergy/Epinephrine training for all staff and Generic Epinephrine auto injection training to at least 2 on campus staff.
4. Assist with OSHA Blood-borne Pathogen training and rostering for each school.
5. Naloxone training as appropriate.
6. Ensure requirements of students with chronic health care needs are anticipated.
 - Assess students who may need emergency medical assistance and put into process a Standard or Individualized EAP for student condition within 10 days of identification.
 - Provide school personnel with a copy of the EAP/IHP and train school personnel as appropriate annually.
 - Delegate to school personnel once they complete competency.
 - Provide ongoing supervision for delegated tasks.
 - Provide for emergency care in the event of serious illness or injury if on the school campus. Provide telephone consultation per availability.
7. Review injury reports as they are received and discuss themes, concerns and needed follow-up with principal.
8. Participate in the development, training, implementation and periodic evaluation of the district and individual school's emergency/disaster preparedness and response plans and drills.
9. Is available to assist the local health department during a public health emergency.

School Activities:

1. School will ensure there are adequate number of properly trained staff members to provide basic first aid and emergencies at school.
 - two or more staff members current in cardiopulmonary resuscitation
 - two or more staff members current in anaphylaxis recognition and epinephrine auto injection
 - two or more staff members current in basic first aid
2. All school staff will complete OSHA mandated yearly Blood-borne Pathogens training.
3. School will ensure basic first aid supplies are maintained and AED and other equipment are in good repair.
4. School staff will handle all OSHA and Blood-borne Pathogen issues according school policy.
5. School staff will document all injuries on an Injury Report &/or Head Injury form and give a copy to the school nurse.
6. School staff should call 911 for an injured or seriously ill student, and then remain in attendance until relieved by medical personnel. When not present, the principal and school nurse should be notified anytime 911 is called.
7. Include school nurse in the development, training, implementation and periodic evaluation of the district and individual school's emergency/disaster preparedness and response plans and drills to include areas of oversight and responsibility during such events.

Medication Administration and Medical Procedure Oversight
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It is necessary for many students to receive medications while they are at school. The school nurse trains school staff to appropriately provide medications, assure necessary information is documented and understand the policy on administering medications. The School Nurse also ensures staff are appropriately trained and students safely receive needed medical procedures ordered by a physician.

Outcome:

- 100% of staff administering medication or performing a medical procedure at school complete annual training
- Students receive right medication and dose at the right time by the right route and have it documented correctly.

School Nurse Activities:

1. Identify staff needs for medication administration or medical procedure training bases upon physician orders.
2. Provide the provision of medication and procedure training annually.
3. Review new medication and procedure orders received at the school for accuracy and appropriateness at school.
4. Formally audit medication process evaluating the six rights of medication administration.
 - Provide principal and appropriate staff with audit tool and determine plan for improvement within one week of audit.
 - Guide additional training needs and process revisions as indicated on the plan for improvement
 - Monitor for follow-through.
 - Retain a copy of the audit and report for review, send copy to School Nurse Program Manager.
5. Assess student who self-carries medication as to knowledge and ability on how and when to use their medications; assure they are responsible to carry medication; and family provides back up medicine in the office.
6. Are available as a resource when staff have questions or concerns with medication, procedure or student.

School Activities:

1. Principal will refer family to their MD for Physician orders prior to authorizing any care done by staff. Parents are welcome to give medicine or provide care to student until orders are obtained.
2. Principal will designate staff to administer medications or perform procedures as well as back-up staff to administer medications or procedures in their absence during school and school sponsored events.
3. Principal will assure staff who administer medication attend annual medication training.
4. Principal will assure proper storage space for medications: secure, yet readily accessible to staff and students involved; refrigerator storage for medications may be needed and must be kept separate from food items in a

locked container. Emergency medications should be kept with the student or unlocked in proximity accessible for use.

5. Principal will assure that students who need to carry their medications are given the order forms to have completed that allow student to self-administer their own medications as necessary
6. Principal will assure that medication and procedure log documentation is accessible and maintained for each medication administered by school personnel. All written parent and doctor authorizations and medication or procedure logs should be retained on file at school for as until student reaches 29 years of age and has not received services within the last 10 years, if no litigation, claim, audit, or other official action involving the records has been initiated. If official action has been initiated, destroy in office after completion of action and resolution of issues involved.
7. Principal will provide parent communication and instructions regarding school policy on medication administration. Digital parent handbooks (available for printing if needed, school website, and newsletters are good vehicles for this as well as individual phone calls, letters and forms as needed.

Communicable Disease Control

Communicable diseases are the leading cause of childhood morbidity and school absences. Students and staff with communicable diseases that can be transmitted directly or indirectly from one individual to another require special consideration in the school setting. The schools will maintain a list of students who have not been vaccinated or who have immunosuppressed illnesses, so that appropriate action can be taken to protect these individuals when communicable disease outbreaks occur. The school nurse will work in coordination with BC Health Director, the Disease Control Division and Medical Health Director to foster understanding and compliance with communicable disease control requirements and practices.

Outcomes:

- 100% of new and transferring students have State required immunizations (GS 130A-155) or exempted within 30 days of enrollment
- 100% of students who enter the 7th grade will show proof of receipt of Tdap and Meningococcal vaccine before the first day of school NC law GS 130A-152) or be exempted within 30 days of the new school year.
- School staff, families and students have understanding and compliance with communicable disease control requirements and practices.

School Nurse Activities:

1. Assist in assuring immunization compliance:

Train school staff on valid immunization record and schedule, how to review immunization records, and when to contact the school nurse for assistance.

- Assist with a process for schools to assure all new and transferring students, and 7th grade students have state required immunizations or exempted from school within 30 days of enrollment.
 - In conjunction with Power School personnel will identify all students with medical and religious exemptions and maintain up-to-date records on exempted students. Inform and periodically update school principal of students who are not in compliance, in process or in need of exemption. Along with Power School personnel, inform parents of student's lack of immunization compliance status when necessary.
 - Act as liaison for parents in acquiring needed immunizations for their children
2. Assist with planning and implementation of student and or community vaccination efforts per need.
 3. Provide health education information and educational activities that promote the prevention and control of communicable diseases for students, parents and staff.
 - Train schools' staff on signs and symptoms of communicable illnesses, modes of transmission, and period of communicability.
 - Assure that all students and staff with signs and symptoms of communicable illness will be excluded from school and readmitted per DPH recommendations. School nurse may identify and refer students and staff with signs and symptoms of communicable illness to private provider/Department of Health

- Collaborate with the DPH communicable disease division on prevention and response to communicable disease outbreaks to include surveillance and DOT if required.
 - Students and staff are instructed regarding cleanliness and hygiene measures including proper hand washing techniques
4. Assure school staff, students and family members understand how to work with students with a chronic infectious disease.

School Activities:

1. Assist in assuring immunization compliance:
 - Children entering North Carolina school initially, grades K, 7th Graders, or students transferring in grades K-12, must present a record of completed mandated immunizations within 30 days.
 - School staff will inform parents of immunization requirements and request immunization records.
 - School staff will record immunization information on all students in Power School, place a copy in the permanent health record with proper signature, and return original immunization record to parent/guardian.
 - Any questionable immunization records will be referred to the nurse for review.
 - When it is determined that a student is not in compliance with current immunization requirements for North Carolina, the school administration will inform parents of the consequences of incomplete immunization status and exclude any student from school in accord with GS 130A-155.
2. Schools will incorporate basic principles of good hygiene and personal cleanliness into health curriculum and daily practice and will provide equipment and facilities to accommodate such endeavors.
3. School staff will complete OSHA mandated yearly Blood-borne Pathogens training.
4. Students and staff with signs and symptoms of communicable diseases are excluded from school for the period of communicability and readmitted in accordance with local school policy and recommendations of the personal physician, BCHHS Disease Control Program, Public Health Director and/or Medical Director.
5. School staff will distribute information about meningitis, HPV, and influenza, per State guidelines, annually.
6. Coordinate efforts with BCHHS in planning and implementation of student and or community vaccination events

Screening and Access to Care

Screening programs are designed to identify and reduce or eliminate barriers to learning. Screenings and appropriate follow-up can detect health concerns before they cause serious harm or educational impairment for the student.

Outcomes:

- All students who meet criteria for referral or follow up for a screening receive the same.
- At least 75% of students referred for a failed screening will secure the needed care

School Nurse Activities:

1. Participate in school Health Fairs through referral and follow up of all students needing care.
2. Screen students for vision concerns who are referred by school personnel.
3. Track students who do not pass their screening and are referred for eye care and dental to determine secured care by grade level and school and determine the necessary follow-up for those that have not secured the needed care.
4. Assist when needed in finding medical homes and refer to economic services for children's health insurance coverage.
5. BMI per public health data only, no reports to be sent to parents
6. Include 5,2,1, AN classes as allowed by schools and as time permits.

School Activities:

1. Health Fair screening schedules will be determined at the beginning of each school year by the Coordinator of Health Education and each school principal per guidelines of the Health Fair Procedures. (Outlines responsibilities of all parties in screening of vision, hearing, BMI and dental.)
 - The dates will be shared with the school nurse as soon as established each school year.
 - The school will provide volunteers to screen students and coordinate screening activities.
 - Eblen's public health dental hygienist will provide dental screens on select students annually and send referrals

to the school nurse for follow-up.

- BMI data will be collected on all K-5th grade students through MAHEC contracted employee.
- School will send home copy of screening results, needed referrals and resources available.
- School staff will refer students to the school nurse who have a recognized need for non-routine health screening to maintain a ready to learn environment.

**STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE**

AGREEMENT

BUYER (Referred to as "The County" or "HHS")

Buncombe County, a body politic, by and through Buncombe County Health and Human Services
35 Woodfin St.
PO Box 7407
Asheville, NC 28802
Phone: 828-250-5897
Attention: Vicki Jones
Buyer Contract Number: 2705

CONTRACTOR

Eblen Charities
50 Westgate Parkway
Asheville, NC 28806
828-255-3066
wmurdock@eblencharities.org
Tax Id: 56-1758077
Attention: William Murdock

GENERAL INFORMATION

Contract Description: FY2019 Dental Sealant Program
Effective: July 1, 2018 - June 30, 2019
Contract Type: SERVICES
Contract Subtype:
Contract Classification: HUM SRV
Contract Subclassification: HLT-ADMINISTRATION

1. Department of Health Contract

a) GENERAL CONTRACT

This contract is hereby entered into by and between Buncombe County, a body politic, by and through Buncombe County Health and Human Services (the "County" or "HHS") and Eblen Charities (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is 56-1758077.

1. Contract: This Contract consists of the following documents:

- (a) This contract
- (b) The General Terms and Conditions
- (c) The Scope of Work, description of services, and rate
- (d) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination
- (e) Conflict of Interest
- (f) No Overdue Taxes
- (g) Federal Certification Regarding Environmental Tobacco Smoke
- (h) Compliance with Applicable Laws
- (i) If applicable, IRS federal tax exempt letter or 501 (c)(3) <https://www.irs.gov/uac/about-form-1023>
- (j) Certification of Eligibility Under the Iran Divestment Act

If applicable, the HIPAA Business Associates Addendum is attached as a separate document

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

2. **Precedence among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

3. **Effective Period:** This contract shall be effective on July 1, 2018 and shall terminate on June 30, 2019. This contract must be twelve months or less.

4. **Contractor's Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Scope of Work.

5. **County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in Scope of Work.

6. **Reversion of Funds:** Any unexpended grant funds shall revert to Buncombe County Health and Human Services upon termination of this contract.

7. **Reporting Requirements:** Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular - CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

8. **Contract Administrators:** All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other

FOR THE COUNTY:

Contract Administrator and Monitor

Buncombe County Health and Human Services
Jan Shepard, Health Director
200 College Street
Asheville, NC 28801
828-250-5211

Operations Contact

School Health Coordinator
MAHEC School Nurse Unit
Kim Palmer
Administrative Director
MAHEC Division of Family Medicine
123 Hendersonville Rd.
Asheville, NC 28803
828/771-3438
828/257-4738

FOR THE CONTRACTOR:

Eblen Charities
William Murdock
828-255-3066
wmurdock@eblencharities.org

Contractor Daily Contact

Eblen Charities
Susan Riddle
50 Westgate Parkway
Asheville, NC 28806
828-255-3066
sriddle@eblencharities.org

9. **Supplementation of Expenditure of Public Funds:** The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.

10. **Disbursements:** As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

- (a) Implement adequate internal controls over disbursements;
- (b) Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;
- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

11. **Outsourcing to Other Countries:** The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

12. **Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

13. **Federal Certifications:** Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

b) GENERAL TERMS AND CONDITIONS

1. RELATIONSHIP OF THE PARTIES

Independent Contractor: The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be

employees of, or have any individual contractual relationship with the County. The Contractor must provide the names of all owners, managers, and management entities, including those of any subcontractors which are used in compliance with the terms and conditions of this contract.

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the County. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may:

- (a) Forward the Contractor's payment check(s) directly to any person or entity designated by the Contractor, or
- (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).

In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the County and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

2. INDEMNIFICATION AND INSURANCE

Indemnification: The Contractor agrees to indemnify and hold harmless the County and any of their officers, agents and employees, from any claims of third parties arising out of or any act or omission of the Contractor in connection with the performance of this contract.

Insurance: During the term of the contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

- (a) Worker's Compensation – at the statutory limits in compliance with applicable State and Federal laws. The Contractor shall ensure that any subcontractors also have workers compensation coverage at the statutory limits.
- (b) Employer's Liability - with minimum limits of \$500,000 each accident/\$500,000 disease each employee/\$500,000 disease policy limit.
- (c) Commercial General Liability - naming Buncombe County as "ADDITIONAL INSURED" and covering all operations performed by the Contractor with a minimum limit of \$1,000,000 per occurrence with a \$3,000,000 aggregate or at other amounts to be determined by the County.
- (d) Contractual Liability – covering the Contractor's assumption of liability under indemnification of the County with the same limits as the commercial general liability above.
- (e) Professional Liability - covering the Contractor's acts or omissions in performance of the contract with a minimum limit of \$1,000,000 per occurrence with a \$3,000,000 aggregate or at amounts to be determined by the County.
- (f) Automobile Liability - covering all owned, non-owned, and hired vehicles used in performance of the contract. The minimum combined single limit per occurrence shall be \$1,000,000 and shall include uninsured/underinsured motorist coverage per NCGS 20-279.21.

(g) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Contractor and is of the essence of this contract.

(h) The Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.

(i) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.

(j) The Contractor shall require its subcontractors to comply with the requirements of this paragraph.

(k) The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting Certificates of Insurance to the County before the Contractor begins work under this contract.

Transportation of Clients by Contractor: The contractor will maintain Insurance requirements if required as noted under Article 7 Rule R2-36 of the North Carolina Utilities Commission.

3. CORRECTIVE ACTION

If the County deems the contractor to be deficient in its performance under this contract, the County may specify the deficiencies and request that a corrective action plan be submitted within 20 days.

Elements of a satisfactory plan will be prescribed by the County and may include, but are not limited to:

- Actions to be taken to ensure correction of deficiencies
- Measurement process for tracking implementation of corrective action
- Submission timeline for data from the measurement process

No invoices will be paid after the 20-day deadline for the submission of a corrective action plan until an acceptable plan is submitted. No invoices will be paid until all corrective action data submission timelines are met.

The County and the Contractor understand that there are certain deficiencies and/or actions that could warrant immediate termination. Therefore, the opportunity for a Corrective Action remedy will be applied solely at the discretion of the County.

4. DEFAULT AND TERMINATION

Termination without Cause: The County may terminate this contract without cause by giving 30 days written notice to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made, and, likewise Contractor shall reimburse County any funds received from County for any work not satisfactorily completed.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the County of any default or breach in compliance with the terms of this contract by the Contractor shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be a modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the County and the Contractor and attached to the contract.

Availability of Funds: The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the County.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

5. INTELLECTUAL PROPERTY RIGHTS

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this contract are the exclusive property of the County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

Federal Intellectual Property Bankruptcy Protection Act: The Parties agree that the County shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

6. OVERSIGHT

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the BCDH. The Department of Health and Human Services' basic records retention policy requires all records to be retained for a minimum of three years following completion or termination of the contract. If the contract is subject to Federal policy and regulations, record retention will normally be longer than three years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this contract has been started before expiration of the three year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three year period described above, whichever is later.

7. WARRANTIES AND CERTIFICATIONS

Date and Time Warranty: The Contractor warrants that the product(s) and service(s) furnished pursuant to this contract (product includes, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) that perform any date and/or time data recognition function, calculation, or sequencing will support a four digit year format and will provide accurate date/time data and leap year calculations. This warranty shall survive the termination or expiration of this contract.

Certification Regarding Collection of Taxes: G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse

to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Contractor certifies that it and all of its affiliates (if any) collect all required taxes.

8. MISCELLANEOUS

Choice of Law: The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be the county in which the contract originated. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be the county where the contract originated, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this contract.

Executive Order # 24: It is unlawful for any vendor, contractor, subcontractor or supplier of the state to make gifts or to give favors to any state employee. For additional information regarding the specific requirements and exemptions, contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32. Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: If travel expenses are authorized by the County, reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates established in County policy.

Sales/Use Tax Refunds: If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

9. DISPUTES AND LEGAL ACTION

Any dispute between the County and the Contractor arising under or relating to this Contract which either party hereto feels is material shall be reduced to writing by that party and delivered to the other party. The parties hereto shall then negotiate in good faith and use every reasonable effort to resolve such dispute. During the time the parties are attempting to resolve any dispute, each of them shall proceed diligently to perform its duties hereunder.

The laws of North Carolina shall govern this Contract. Any lawsuit arising out of this Contract, whether brought by the Contractor or the County, shall be brought in the General Court of Justice for Buncombe County, North Carolina.

Monitoring and Evaluation

Monitoring and Evaluation required by the Catalogue of Federal Domestic Assistance.

Responsibilities for Liabilities

Each party hereto agrees to be responsible for its own liabilities and that of its officers, employees, agents or representatives arising out of this contract to the extent permitted by law. The Contractor is responsible for all professional insurance's related to Contractor's work and for compliance with all practice standards.

10. SOCIAL MEDIA POLICY

All social media related to implementation of this contract shall be approved by the contract monitor and shall be subject to the Buncombe County Social Media Policy. The policy may be viewed at the following link: http://training.buncombecounty.org/common/humanServices/DSS_ConfidentialityPolicy.pdf

c) SCOPE OF WORK

Eblen Charities Dental Sealant Program works with Public School Systems through the public health school nurses to improve school children's oral health. BCHHS sub-contracts with MAHEC for the provision of school health and the employment and oversight of school nurses. Through these partnerships the following goals have been established:

Long-term goal: to improve school children's oral health, more first permanent molars decay-free.

Short-term goal: to increase access to dental preventive services (sealant on first permanent molars), increase the number of children with first permanent molars with dental sealants.

Target: Approximately 1200 combined Kindergarten and 5th grade student to be screened (Number dependant on appropriate sample for pre and post data of most at risk student populations.)

17 elementary schools that average 35% (and higher) for dental treatment referrals and Free and Reduced Lunch participation to be included in sealant program.

95% of 2nd graders at participating schools screened and educated.

60% positive parental consent for children "sealant ready".

A. HHS will

1. Submit to the Contractor required information via the schools that is required for each client and within the guidelines of confidentiality. At no time is any client identified information transmitted electronically.
2. Designate Kim Plamer of MAHEC as the primary operations contact for school health who will coordinate Services with the Contractor.
3. Charge MAHEC with the dispersement and retrieval of permissions as needed by School Nurses (SN).
4. Charge MAHEC with supervising SN follow up on referrals for needed dental care. All referral information is documented in school health record.

5. Charge MAHEC with assuring SNs will assist during dental sealant screening days.
6. Maintain dental oversight through contract with WNCCHS.
7. Assure MAHEC will offer CPR as available.

B. The Contractor will:

1. Provide screening, by dental hygienist, and dental sealants to those children who are determined per screening to be sealant eligible by a dental hygienist and for whom permission is obtained from parent or guardian.
2. Contract with dental hygienist to oversee/conduct dental screening and sealant project.
3. Provide a mechanism to electronically record, track and store data
4. Provide clerical and data entry support of the screening and sealant project. Submit data as required to NCDPH.
5. Assure HIPAA Compliance and confidentiality over all protected health information.
6. Provide computer equipment, IT support, and phone.
7. Ensure calibration of hygienist(s) for screening; training once per year done by Oral Health Section of NC Department of Public Health in Raleigh.
8. Assure Dental oversight as required by NC General Statute.
9. Provide monthly screening and referral numbers for Dental Screening, with mid-year report by Dec 30, 2017.
10. Provide yearly Dental Sealant report May 30, 2019 to contract administrator.
11. Maintain professional liability insurance on hygienist.
12. Keep confidential any information about a client that is shared by the BCDH or the client. Such information shall be shared only among BCDH and Contractor staffs that need to know in order to coordinate, manage, or deliver services to the client. At no time will any client identified information be transmitted electronically.
13. Accept fiscal responsibility for deviations from the terms of this Contract as a result of acts of the
14. Contractor or any of its officers, employees, agents or representatives.
15. Comply with all applicable Federal and State standards or criteria to assure quality of services.
16. Provide six hours per year of continuing education, plus CPR and Dental Emergency program attendance for Dental Hygienist.

C. Fiscal Provisions:

1. Payment for the services to be rendered under the terms of this contract will be up to a maximum of \$41,000.00. Fiscal management of the direct provision of service will be the responsibility of the Contractor. Payments shall be made in accordance with the current budget approved by the County.
2. The Contractor will submit monthly invoices to Buncombe County Health and Human Services for the billing of services provided. June shall be billed along with May. Invoices for FY19 ending June 30, 2019 will not be accepted after July 3, 2019.

3. HHS will report this monthly disbursement under the following budgetary line item:

Fund	Cost Center	Program	Spend Category	Amount
100 General	Public Health	Dental Sealant	Contracted Services	\$41,000.00

d) **CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS & CERTIFICATION REGARDING NONDISCRIMINATION**

I. By execution of this Agreement the Contractor certifies that it will provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing a drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The Contractor's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

C. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (A);

D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the agreement, the employee will:

- (1) Abide by the terms of the statement; and
- (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

E. Notifying the County within ten days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction;

F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

II. The site(s) for the performance of work done in connection with the specific agreement are listed below:

1. 50 Westgate Parkway, Asheville, NC, 28806
2. Various

Contractor will inform the County of any additional sites for performance of work under this agreement.

False certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment

Certification Regarding Nondiscrimination

The Vendor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

e) CONFLICT OF INTEREST

Conflict of Interest: A conflict of interest is defined as an actual or perceived interest by a (staff member/Board member) in an action that results in, or has the appearance of resulting in, personal, organizational, or professional gain. A conflict of interest occurs when an employee/Board member has a direct or fiduciary interest in another relationship. A conflict of interest could include:

- Ownership with a member of the Board of Directors/Trustees or an employee where one or the other has supervisory authority over the other or with a client who receives services.
- Employment of or by a member of the Board of Directors/Trustees or an employee where one or the other has supervisory authority over the other or with a client who receives services.
- Contractual relationship with a member of the Board of Directors/Trustees or an employee where one or the other has supervisory authority over the other or with a client who receives services.
- Creditor or debtor to a member of the Board of Directors/Trustees or an employee where one or the other has supervisory authority over the other or with a client who receives services.
- Consultative or consumer relationship with a member of the Board of Directors/Trustees or an employee where one or the other has supervisory authority over the other or with a client who receives services.

The definition of conflict of interest includes any bias or the appearance of bias in a decision-making process that would reflect a dual role played by a member of the organization or group. An example, for instance, might involve a person who is an employee and a Board member, or a person who is an employee and who hires family members as consultants.

Employee Responsibilities:

It is in the interest of the organization, individual staff, and Board members to strengthen trust and confidence in each other, to expedite resolution of problems, to mitigate the effect and to minimize organizational and individual stress that can be caused by a conflict of interest.

Employees are to avoid any conflict of interest, even the appearance of a conflict of interest. This organization serves the community as a whole rather than only serving a special interest group. The appearance of a conflict of interest can cause embarrassment to the organization and jeopardize the credibility of the organization. Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to your supervisor immediately. Employees are to maintain independence and objectivity with clients, the community, and organization. Employees are called to maintain a sense of fairness, civility, ethics and personal integrity even though law, regulation, or custom does not require them.

Acceptance of Gifts:

Employees, members of employee's immediate family, and members of the Board are prohibited from accepting gifts, money or gratuities from the following:

- a. Persons receiving benefits or services from the organization;
- b. Any person or organization performing or seeking to perform services under contract with the organization; and

c. Persons who are otherwise in a position to benefit from the actions of any employee of the organization.

Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If the employee is acting in any official capacity, honoraria received by an employee in connection with activities relating to employment with the organization are to be paid to the organization.

f) **OVERDUE TAXES**

Certification:

The Contractor certifies that they do not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S. 143C-10-1. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

g) **CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Buncombe County Health and Human Services
Certification for Contracts, Grants, Loans and Cooperative Agreements

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing this agreement, the Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards which contain provisions for children's services and that all subgrantees shall certify accordingly.

County of Buncombe
Smoking Policy

As of September 1, 2012, no person shall use any tobacco product, including, but not limited to: snuff, chewing tobacco, smokeless tobacco, smoking, carrying or possessing a lighted cigar, cigarette, pipe or other lighted smoking equipment/paraphernalia in any Buncombe County buildings, on Buncombe County grounds, or in Buncombe County vehicles.

- Local government building – a building owned, leased, or occupied by Buncombe County.
- Grounds – An unenclosed area owned, leased, or occupied by Buncombe County.
- Vehicle – A passenger-carrying vehicle owned, leased, or otherwise controlled by Buncombe County and assigned permanently or temporarily by Buncombe County to Buncombe County employees, agencies, institutions, or facilities for official Buncombe County business.

As of January 2, 2010, Buncombe County no longer provides smoking areas. Smoking is prohibited on all county property. Any person and/or county employee violating the provisions of this ordinance shall be responsible for an infraction, and the person committing the infraction may be punished by a fine of not more than fifty dollars (\$50). Should a county employee violate the smoking ban, they shall be subject to disciplinary action in addition to the fine.

By signing this agreement, I hereby acknowledge receipt of a copy of the Buncombe County Smoking Policy. I understand that it is my responsibility to become familiar with and abide by this policy, in so far as it applies to the duties which I perform for Buncombe County.

h) COMPLIANCE WITH APPLICABLE LAWS

By execution of this Agreement the Contractor certifies compliance with, and provides training for:

All laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to conducting the business of this contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

I. Title VI, Civil Rights Compliance: In accordance with Federal law and U.S. Department of Agriculture (USDA) and U.S. Department of Health and Human Services (HHS) policy, this institution is prohibited from discriminating on the basis of race, color, sex, sexual orientation, gender identity, or national origin, age or disability. Under the Food Stamp Act and USDA policy, discrimination is prohibited also on the basis of religion or political beliefs.
<http://www.hhs.gov/ocr/civilrights/resources/specialtopics/lep/policyguidancedocument.html>

The Contractor should develop an implementing plan to address the language assistance needs of the Limited English Proficiency population served.

For additional assistance and information regarding LEP matters, see <http://www.lep.gov>.

II. Title VII of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations of the Department of Health and Human Services issued pursuant to the Title. Equal Employment Opportunity: The Contractor shall comply with all federal and State laws relating to equal employment opportunity.
<http://www.hhs.gov/ocr/civilrights/resources/specialtopics/tanf/crrequirementsfedealemployment.html>

III. Terms of Section 504 of the Rehabilitation Act of 1973 and all requirements imposed by or pursuant to the regulations of the Department of Health and Human Services issued pursuant to the Section, which prohibit discrimination against handicapped persons in employment and in the operation of programs and activities.
<http://www.hhs.gov/sites/default/files/ocr/civilrights/resources/factsheets/504.pdf>

IV. Americans with Disabilities Act of 1990 and all requirements imposed by or pursuant to the regulations of the Department of Health and Human Services issued pursuant to the Act.
<http://www.hhs.gov/sites/default/files/ocr/civilrights/resources/factsheets/ada.pdf>
<http://www.ada.gov>

V. Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the County determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the County may require to ensure compliance.

(a) Data Security: The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state and local laws, regulations and rules.

(b) Duty to Report: The Contractor shall report a suspected or confirmed security breach to the HHS Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

(c) Cost Borne by Contractor: If any applicable federal, state or local law, regulation or rule requires the Contractor to give written notice of a security breach to affected persons, the Contractor shall bear the cost of the notice.

<http://www.hhs.gov/ocr/privacy/hipaa/understanding/summary/index.html>
<http://www.hhs.gov/ocr/privacy/hipaa/understanding/srsummary.html>

VI. Trafficking Victims Protection Act of 2000:

The Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104)

VII. Confidentiality Policies of Human Services must be adhered to by the Contractor. The following link provides the Human Services minimum standard for compliance with confidentiality. training.buncombecounty.org/hs/training/conf_video.asp

Confidentiality

The Contractor is required to keep confidential any information about a client that is shared by Human Services or the client. Such information shall be shared only among Human Services staff who need to know in order to coordinate, manage, or deliver services to the client.

Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the County. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

Records and confidentiality

All records and related materials are the property of the County and must be maintained and secured in accordance with administrative code, legal and policy mandates. These materials (written or oral) cannot be copied/shared/maintained without expressed authority of the County.

The Contractor agrees, by signing this contract, to provide Title VI, Title VII, HIPAA (when applicable) and Confidentiality training on an annual basis (each contract fiscal year) for each employee that provides services to Human Services under this contract.

The Contractor also agrees to maintain a log of training, containing the Training Title, Date and Name of Employee. This log must be made available to the Contract Administrator upon request.

To assist with your training curriculum, the following link contains examples of material which fulfills the compliance requirements for Human Services.
<http://training.buncombecounty.org/health-services/default.aspx>

Should a violation or an "alleged" violation of any of these policies occur, Contractor is required to immediately notify the Human Services Contract Administrator.

State Certification

Contractor Certifications Required by North Carolina Law

Instructions

The person who signs this document should read the text of the statutes listed below and consult with counsel and other knowledgeable persons before signing.

- The text of Article 2 of Chapter 64 of the North Carolina General Statutes can be found online at: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf

- The text of G.S. 105-164.8(b) can be found online at: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf

- The text of G.S. 143-48.5 (S.L. 2013-418, s. 2.(d)) can be found online at: <http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf>

- The text of G.S. 143-59.1 can be found online at: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf

- The text of G.S. 143-59.2 can be found online at: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf

- The text of G.S. 147-33.95(g) (S.L. 2013-418, s. 2. (e)) can be found online at:

Certifications

(1) E Verify: The undersigned hereby certifies that the Contractor complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Contractor shall also require any and all of its subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes

(2) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:

(a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and

(b) [check one of the following boxes]

☐ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c) (2) after December 31, 2001; or

☐ The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.

(3) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.

(4) The undersigned hereby certifies further that:

(a) He or she is a duly authorized representative of the Contractor named below;

(b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and

(c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

(5) The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970), the undersigned hereby certifies that the Contractor or their affiliates have not been convicted of any offense under Section 113(c).
<https://www.epa.gov>

(6) The Clean Water Act; 33 U.S.C. §1251 et seq. (1972) the undersigned hereby certifies that the Contractor or their affiliates have not been convicted of any offense under Section 309(c).
<https://www.epa.gov>

i) IRS FEDERAL TAX EXEMPTION 501(c)(3)

Under NCGS §55A-16-24, Non Profit agencies receiving over \$5,000 of public funding must provide latest financial statements and most recently completed and filed IRS form 990 or 990-EZ or a copy of the message confirming submission of IRS Form 990-N to Buncombe County to be readily available to any member of the public upon written demand.

What is a Private Non Profit Agency?

Answer: A private non profit is an organization that is incorporated under State law and whose purpose is not to make a profit, but rather to further a charitable, civic, religious, scientific, or other lawful purpose. The Secretary of State's office grants corporate status to organizations in North Carolina.

What is a 501(c)(3) designation?

Answer: When the agency becomes a state private non profit corporation, it can then apply for 501(c)(3) designation through the IRS. Once the IRS grants 501(c)(3) status, the organization is exempt from certain taxes and any donations to the charitable organization are tax deductible. Many individuals and organizations prefer to make donations to 501(c)(3) private non profits.

Who can obtain a 501(c)(3) designation?

Answer: Any organization or group can apply for 501(c)(3) status, provided their charter or mission focuses on the non profit's objective.

Another option is to apply for a 509(a)(1) status which falls under the 501(c)(3) umbrella. Being a 509(a)(1) designates an organization as a tax-free public charity that receives most of its support from a governmental unit or from the general public. Becoming a 509(a)(1) provides public recognition of tax-exempt status, advance assurance to donors of deductibility of contributions, exemption from certain State and federal taxes, and non profit mailing privileges. Organizations that typically qualify are churches, educational institutions, hospitals, and governmental units.

How does a Private Non Profit obtain Tax Exempt Status?

EO Web Site (www.irs.gov/eo)

IRS TE/GE Customer Service

You may direct technical and procedural questions concerning charities and other nonprofit organizations including question about your tax-exempt status and tax liability, to the IRS Tax Exempt and Government Entities Customer Account Services at (877) 829-5500 (toll-free number).

If you prefer to write, you may write at:

IRS

Exempt Organizations Determinations

PO Box 2508

Cincinnati, OH 45201

You may also contact the Taxpayer Advocate Service, an independent organization within the IRS that helps taxpayers resolve problems with the IRS and recommends changes that will prevent problems.

j) CERTIFICATION OF ELIGIBILITY UNDER THE IRAN DIVESTMENT ACT

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 et seq.* requires that each vendor, prior to contracting with the State certify, and the undersigned on behalf of the Contractor does hereby certify, to the following:

1. that the Contractor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
2. that the Contractor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. that the undersigned is authorized by the Contractor to make this Certification.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>

and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please call (919) 814-3852.

Certification Warranty:

The contractor/undersigned certifies that all certifications contained within this contract are factual and true.

Contractor Signature: _____

Sign in presence of Notary Public

Date: _____

7/2/18

County of _____

Buncombe

State of _____

North Carolina

I, _____

Renee H. Deaton

Notary Public

Notary Public for said

County and State, certify that _____

William J. Murdeck

Signor of Contract if Corporation / Name of
individual if sole proprietor.

, personally appeared

before me this _____ day and acknowledge that he/she is

William J. Murdeck

Name of Signatory

of _____

Ehlen Charities

Company and City if Corporation / City if Sole Proprietor

and by that authority duly

given affirm that the foregoing certifications are factual and true to the best of my belief.

Sworn to and subscribed before me this _____

2

day of _____

July

, 2018.

Renee H. Deaton

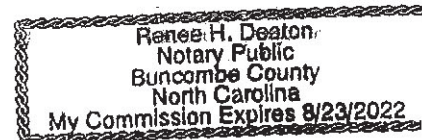
(Official Seal)

Notary Public

My Commission expires _____

08/23/2022

, 2022



Signature Warranty:

The individuals signing this Contract personally warrant that they have the right and power to enter into this Contract on behalf of the Contractor and County, to grant the rights granted under this Contract, and to undertake the obligations undertaken in this Contract.

This Contract shall only become a binding contract when signed by both the Contractor and County. This Contract may be signed in counterparts by the parties. It is not necessary that the signatures of the parties appear on the same counterpart or counterparts. All counterparts shall collectively constitute a single contract. Executed counterparts of this Contract may be delivered by email transmission. The parties intend that emailed signatures constitute original signatures and that an email-transmitted Contract containing signatures of the parties is binding on the parties having signed such email-transmitted Contract. The parties agree that the Uniform Electronic Transactions Act shall be applicable and enforceable as to such execution and delivery.

Any modification, alteration, or change to this contract and/or addendum offered for signature by Buncombe County for the purchase or provision of any service or good shall immediately void the contract and shall require any funds paid to the provider by Buncombe County to be refunded to the county immediately.

Contractor


Signature

7/2/18
Date

William Myrdick
Printed Name

County


Signature

7/3/18
Date

Stoney Blevins
Printed Name

Title: Director of Health and Human Services
Buncombe County

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

  WD _____

**STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE**

AGREEMENT

BUYER (Referred to as "The County" or "HHS")

**Buncombe County, a body politic, by and through Buncombe County Health and Human Services
35 Woodfin St.
PO Box 7407
Asheville, NC 28802
Phone: 828-250-5897
Attention: Vicki Jones
Buyer Contract Number: 2705**

CONTRACTOR

**Eblen Charities
50 Westgate Parkway
Asheville, NC 28806
828-255-3066
wmurdock@eblencharities.org
Tax Id: 56-1758077
Attention: William Murdock**

GENERAL INFORMATION

**Contract Description: FY2019 Dental Sealant Program
Effective: July 1, 2018 - June 30, 2019
Contract Type: SERVICES
Contract Subtype:
Contract Classification: HUM SRV
Contract Subclassification: HLT-ADMINISTRATION**

1. Department of Health Contract

a) GENERAL CONTRACT

This contract is hereby entered into by and between Buncombe County, a body politic, by and through Buncombe County Health and Human Services (the "County" or "HHS") and Eblen Charities (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is 56-1758077.

1. Contract: This Contract consists of the following documents:

- (a) This contract
- (b) The General Terms and Conditions
- (c) The Scope of Work, description of services, and rate
- (d) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination
- (e) Conflict of Interest
- (f) No Overdue Taxes
- (g) Federal Certification Regarding Environmental Tobacco Smoke
- (h) Compliance with Applicable Laws
- (i) If applicable, IRS federal tax exempt letter or 501 (c)(3) <https://www.irs.gov/uac/about-form-1023>
- (j) Certification of Eligibility Under the Iran Divestment Act

If applicable, the HIPAA Business Associates Addendum is attached as a separate document

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

2. Precedence among Contract Documents: In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

3. Effective Period: This contract shall be effective on July 1, 2018 and shall terminate on June 30, 2019. This contract must be twelve months or less.

4. Contractor's Duties: The Contractor shall provide the services and in accordance with the approved rate as described in Scope of Work.

5. County's Duties: The County shall pay the Contractor in the manner and in the amounts specified in Scope of Work.

6. Reversion of Funds: Any unexpended grant funds shall revert to Buncombe County Health and Human Services upon termination of this contract.

7. Reporting Requirements: Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular - CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

8. Contract Administrators: All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other

FOR THE COUNTY:

Contract Administrator and Monitor

Buncombe County Health and Human Services
Jan Shepard, Health Director
200 College Street
Asheville, NC 28801
828-250-5211

Operations Contact

School Health Coordinator
MAHEC School Nurse Unit
Kim Palmer
Administrative Director
MAHEC Division of Family Medicine
123 Hendersonville Rd.
Asheville, NC 28803
828/771-3438
828/257-4738

FOR THE CONTRACTOR:

Eblen Charities
William Murdock
828-255-3066
wmurdock@eblencharities.org

Contractor Daily Contact

Eblen Charities
Susan Riddle
50 Westgate Parkway
Asheville, NC 28806
828-255-3066
sriddle@eblencharities.org

9. **Supplementation of Expenditure of Public Funds:** The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.

10. **Disbursements:** As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

- (a) Implement adequate internal controls over disbursements;
- (b) Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;
- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

11. **Outsourcing to Other Countries:** The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

12. **Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

13. **Federal Certifications:** Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

b) GENERAL TERMS AND CONDITIONS

1. RELATIONSHIP OF THE PARTIES

Independent Contractor: The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be

employees of, or have any individual contractual relationship with the County. The Contractor must provide the names of all owners, managers, and management entities, including those of any subcontractors which are used in compliance with the terms and conditions of this contract.

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the County. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may:

- (a) Forward the Contractor's payment check(s) directly to any person or entity designated by the Contractor, or
- (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).

In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the County and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

2. INDEMNIFICATION AND INSURANCE

Indemnification: The Contractor agrees to indemnify and hold harmless the County and any of their officers, agents and employees, from any claims of third parties arising out of or any act or omission of the Contractor in connection with the performance of this contract.

Insurance: During the term of the contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

(a) Worker's Compensation – at the statutory limits in compliance with applicable State and Federal laws. The Contractor shall ensure that any subcontractors also have workers compensation coverage at the statutory limits.

(b) Employer's Liability - with minimum limits of \$500,000 each accident/\$500,000 disease each employee/\$500,000 disease policy limit.

(c) Commercial General Liability - naming Buncombe County as "ADDITIONAL INSURED" and covering all operations performed by the Contractor with a minimum limit of \$1,000,000 per occurrence with a \$3,000,000 aggregate or at other amounts to be determined by the County.

(d) Contractual Liability – covering the Contractor's assumption of liability under indemnification of the County with the same limits as the commercial general liability above.

(e) Professional Liability - covering the Contractor's acts or omissions in performance of the contract with a minimum limit of \$1,000,000 per occurrence with a \$3,000,000 aggregate or at amounts to be determined by the County.

(f) Automobile Liability - covering all owned, non-owned, and hired vehicles used in performance of the contract. The minimum combined single limit per occurrence shall be \$1,000,000 and shall include uninsured/underinsured motorist coverage per NCGS 20-279.21.

(g) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Contractor and is of the essence of this contract.

(h) The Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.

(i) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.

(j) The Contractor shall require its subcontractors to comply with the requirements of this paragraph.

(k) The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting Certificates of Insurance to the County before the Contractor begins work under this contract.

Transportation of Clients by Contractor: The contractor will maintain Insurance requirements if required as noted under Article 7 Rule R2-36 of the North Carolina Utilities Commission.

3. CORRECTIVE ACTION

If the County deems the contractor to be deficient in its performance under this contract, the County may specify the deficiencies and request that a corrective action plan be submitted within 20 days.

Elements of a satisfactory plan will be prescribed by the County and may include, but are not limited to:

- Actions to be taken to ensure correction of deficiencies
- Measurement process for tracking implementation of corrective action
- Submission timeline for data from the measurement process

No invoices will be paid after the 20-day deadline for the submission of a corrective action plan until an acceptable plan is submitted. No invoices will be paid until all corrective action data submission timelines are met.

The County and the Contractor understand that there are certain deficiencies and/or actions that could warrant immediate termination. Therefore, the opportunity for a Corrective Action remedy will be applied solely at the discretion of the County.

4. DEFAULT AND TERMINATION

Termination without Cause: The County may terminate this contract without cause by giving 30 days written notice to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made, and, likewise Contractor shall reimburse County any funds received from County for any work not satisfactorily completed.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the County of any default or breach in compliance with the terms of this contract by the Contractor shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be a modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the County and the Contractor and attached to the contract.

Availability of Funds: The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the County.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

5. INTELLECTUAL PROPERTY RIGHTS

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this contract are the exclusive property of the County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

Federal Intellectual Property Bankruptcy Protection Act: The Parties agree that the County shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

6. OVERSIGHT

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the BCDH. The Department of Health and Human Services' basic records retention policy requires all records to be retained for a minimum of three years following completion or termination of the contract. If the contract is subject to Federal policy and regulations, record retention will normally be longer than three years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this contract has been started before expiration of the three year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three year period described above, whichever is later.

7. WARRANTIES AND CERTIFICATIONS

Date and Time Warranty: The Contractor warrants that the product(s) and service(s) furnished pursuant to this contract (product includes, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) that perform any date and/or time data recognition function, calculation, or sequencing will support a four digit year format and will provide accurate date/time data and leap year calculations. This warranty shall survive the termination or expiration of this contract.

Certification Regarding Collection of Taxes: G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse

to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Contractor certifies that it and all of its affiliates (if any) collect all required taxes.

8. MISCELLANEOUS

Choice of Law: The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be the county in which the contract originated. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be the county where the contract originated, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this contract.

Executive Order # 24: It is unlawful for any vendor, contractor, subcontractor or supplier of the state to make gifts or to give favors to any state employee. For additional information regarding the specific requirements and exemptions, contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32. Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: If travel expenses are authorized by the County, reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates established in County policy.

Sales/Use Tax Refunds: If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

9. DISPUTES AND LEGAL ACTION

Any dispute between the County and the Contractor arising under or relating to this Contract which either party hereto feels is material shall be reduced to writing by that party and delivered to the other party. The parties hereto shall then negotiate in good faith and use every reasonable effort to resolve such dispute. During the time the parties are attempting to resolve any dispute, each of them shall proceed diligently to perform its duties hereunder.

The laws of North Carolina shall govern this Contract. Any lawsuit arising out of this Contract, whether brought by the Contractor or the County, shall be brought in the General Court of Justice for Buncombe County, North Carolina.

Monitoring and Evaluation

Monitoring and Evaluation required by the Catalogue of Federal Domestic Assistance.

Responsibilities for Liabilities

Each party hereto agrees to be responsible for its own liabilities and that of its officers, employees, agents or representatives arising out of this contract to the extent permitted by law. The Contractor is responsible for all professional insurance's related to Contractor's work and for compliance with all practice standards.

10. SOCIAL MEDIA POLICY

All social media related to implementation of this contract shall be approved by the contract monitor and shall be subject to the Buncombe County Social Media Policy. The policy may be viewed at the following link: http://training.buncombecounty.org/common/humanServices/DSS_ConfidentialityPolicy.pdf

c) SCOPE OF WORK

Eblen Charities Dental Sealant Program works with Public School Systems through the public health school nurses to improve school children's oral health. BCHHS sub-contracts with MAHEC for the provision of school health and the employment and oversight of school nurses. Through these partnerships the following goals have been established:

Long-term goal: to improve school children's oral health, more first permanent molars decay-free.

Short-term goal: to increase access to dental preventive services (sealant on first permanent molars), increase the number of children with first permanent molars with dental sealants.

Target: Approximately 1200 combined Kindergarten and 5th grade student to be screened (Number dependant on appropriate sample for pre and post data of most at risk student populations.)

17 elementary schools that average 35% (and higher) for dental treatment referrals and Free and Reduced Lunch participation to be included in sealant program.

95% of 2nd graders at participating schools screened and educated.

60% positive parental consent for children "sealant ready".

A. HHS will

1. Submit to the Contractor required information via the schools that is required for each client and within the guidelines of confidentiality. At no time is any client identified information transmitted electronically.
2. Designate Kim Plamer of MAHEC as the primary operations contact for school health who will coordinate Services with the Contractor.
3. Charge MAHEC with the dispersement and retrieval of permissions as needed by School Nurses (SN).
4. Charge MAHEC with supervising SN follow up on referrals for needed dental care. All referral information is documented in school health record.

5. Charge MAHEC with assuring SNs will assist during dental sealant screening days.
6. Maintain dental oversight through contract with WNCCHS.
7. Assure MAHEC will offer CPR as available.

B. The Contractor will:

1. Provide screening, by dental hygienist, and dental sealants to those children who are determined per screening to be sealant eligible by a dental hygienist and for whom permission is obtained from parent or guardian.
2. Contract with dental hygienist to oversee/conduct dental screening and sealant project.
3. Provide a mechanism to electronically record, track and store data
4. Provide clerical and data entry support of the screening and sealant project. Submit data as required to NCDPH.
5. Assure HIPAA Compliance and confidentiality over all protected health information.
6. Provide computer equipment, IT support, and phone.
7. Ensure calibration of hygienist(s) for screening; training once per year done by Oral Health Section of NC Department of Public Health in Raleigh.
8. Assure Dental oversight as required by NC General Statute.
9. Provide monthly screening and referral numbers for Dental Screening, with mid-year report by Dec 30, 2017.
10. Provide yearly Dental Sealant report May 30, 2019 to contract administrator.
11. Maintain professional liability insurance on hygienist.
12. Keep confidential any information about a client that is shared by the BCDH or the client. Such information shall be shared only among BCDH and Contractor staffs that need to know in order to coordinate, manage, or deliver services to the client. At no time will any client identified information be transmitted electronically.
13. Accept fiscal responsibility for deviations from the terms of this Contract as a result of acts of the
14. Contractor or any of its officers, employees, agents or representatives.
15. Comply with all applicable Federal and State standards or criteria to assure quality of services.
16. Provide six hours per year of continuing education, plus CPR and Dental Emergency program attendance for Dental Hygienist.

C. Fiscal Provisions:

1. Payment for the services to be rendered under the terms of this contract will be up to a maximum of \$41,000.00. Fiscal management of the direct provision of service will be the responsibility of the Contractor. Payments shall be made in accordance with the current budget approved by the County.
2. The Contractor will submit monthly invoices to Buncombe County Health and Human Services for the billing of services provided. June shall be billed along with May. Invoices for FY19 ending June 30, 2019 will not be accepted after July 3, 2019.

3. HHS will report this monthly disbursement under the following budgetary line item:

Fund	Cost Center	Program	Spend Category	Amount
100 General	Public Health	Dental Sealant	Contracted Services	\$41,000.00

d) **CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS & CERTIFICATION REGARDING NONDISCRIMINATION**

I. By execution of this Agreement the Contractor certifies that it will provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing a drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The Contractor's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

C. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (A);

D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the agreement, the employee will:

- (1) Abide by the terms of the statement; and
- (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

E. Notifying the County within ten days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction;

F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

II. The site(s) for the performance of work done in connection with the specific agreement are listed below:

1. 50 Westgate Parkway, Asheville, NC, 28806
2. Various

Contractor will inform the County of any additional sites for performance of work under this agreement.

False certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment

45 C.F.R. Section 82.510. Section 4 CFR Part 85, Section 85.615 and 86.620.

Certification Regarding Nondiscrimination

The Vendor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

e) **CONFLICT OF INTEREST**

Conflict of Interest: A conflict of interest is defined as an actual or perceived interest by a (staff member/Board member) in an action that results in, or has the appearance of resulting in, personal, organizational, or professional gain. A conflict of interest occurs when an employee/Board member has a direct or fiduciary interest in another relationship. A conflict of interest could include:

- Ownership with a member of the Board of Directors/Trustees or an employee where one or the other has supervisory authority over the other or with a client who receives services.
- Employment of or by a member of the Board of Directors/Trustees or an employee where one or the other has supervisory authority over the other or with a client who receives services.
- Contractual relationship with a member of the Board of Directors/Trustees or an employee where one or the other has supervisory authority over the other or with a client who receives services.
- Creditor or debtor to a member of the Board of Directors/Trustees or an employee where one or the other has supervisory authority over the other or with a client who receives services.
- Consultative or consumer relationship with a member of the Board of Directors/Trustees or an employee where one or the other has supervisory authority over the other or with a client who receives services.

The definition of conflict of interest includes any bias or the appearance of bias in a decision-making process that would reflect a dual role played by a member of the organization or group. An example, for instance, might involve a person who is an employee and a Board member, or a person who is an employee and who hires family members as consultants.

Employee Responsibilities:

It is in the interest of the organization, individual staff, and Board members to strengthen trust and confidence in each other, to expedite resolution of problems, to mitigate the effect and to minimize organizational and individual stress that can be caused by a conflict of interest.

Employees are to avoid any conflict of interest, even the appearance of a conflict of interest. This organization serves the community as a whole rather than only serving a special interest group. The appearance of a conflict of interest can cause embarrassment to the organization and jeopardize the credibility of the organization. Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to your supervisor immediately. Employees are to maintain independence and objectivity with clients, the community, and organization. Employees are called to maintain a sense of fairness, civility, ethics and personal integrity even though law, regulation, or custom does not require them.

Acceptance of Gifts:

Employees, members of employee's immediate family, and members of the Board are prohibited from accepting gifts, money or gratuities from the following:

- a. Persons receiving benefits or services from the organization;
- b. Any person or organization performing or seeking to perform services under contract with the organization; and

c. Persons who are otherwise in a position to benefit from the actions of any employee of the organization.

Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If the employee is acting in any official capacity, honoraria received by an employee in connection with activities relating to employment with the organization are to be paid to the organization.

f) **OVERDUE TAXES**

Certification:

The Contractor certifies that they do not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S. 143C-10-1. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

g) **CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Buncombe County Health and Human Services
Certification for Contracts, Grants, Loans and Cooperative Agreements

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing this agreement, the Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards which contain provisions for children's services and that all subgrantees shall certify accordingly.

County of Buncombe
Smoking Policy

As of September 1, 2012, no person shall use any tobacco product, including, but not limited to: snuff, chewing tobacco, smokeless tobacco, smoking, carrying or possessing a lighted cigar, cigarette, pipe or other lighted smoking equipment/paraphernalia in any Buncombe County buildings, on Buncombe County grounds, or in Buncombe County vehicles.

- Local government building – a building owned, leased, or occupied by Buncombe County.
- Grounds – An unenclosed area owned, leased, or occupied by Buncombe County.
- Vehicle – A passenger-carrying vehicle owned, leased, or otherwise controlled by Buncombe County and assigned permanently or temporarily by Buncombe County to Buncombe County employees, agencies, institutions, or facilities for official Buncombe County business.

As of January 2, 2010, Buncombe County no longer provides smoking areas. Smoking is prohibited on all county property. Any person and/or county employee violating the provisions of this ordinance shall be responsible for an infraction, and the person committing the infraction may be punished by a fine of not more than fifty dollars (\$50). Should a county employee violate the smoking ban, they shall be subject to disciplinary action in addition to the fine.

By signing this agreement, I hereby acknowledge receipt of a copy of the Buncombe County Smoking Policy. I understand that it is my responsibility to become familiar with and abide by this policy, in so far as it applies to the duties which I perform for Buncombe County.

h) **COMPLIANCE WITH APPLICABLE LAWS**

By execution of this Agreement the Contractor certifies compliance with, and provides training for:

All laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to conducting the business of this contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

I. Title VI, Civil Rights Compliance: In accordance with Federal law and U.S. Department of Agriculture (USDA) and U.S. Department of Health and Human Services (HHS) policy, this institution is prohibited from discriminating on the basis of race, color, sex, sexual orientation, gender identity, or national origin, age or disability. Under the Food Stamp Act and USDA policy, discrimination is prohibited also on the basis of religion or political beliefs.
<http://www.hhs.gov/ocr/civilrights/resources/specialtopics/lep/policyguidancedocument.html>

The Contractor should develop an implementing plan to address the language assistance needs of the Limited English Proficiency population served.

For additional assistance and information regarding LEP matters, see <http://www.lep.gov>.

II. Title VII of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations of the Department of Health and Human Services issued pursuant to the Title. Equal Employment Opportunity: The Contractor shall comply with all federal and State laws relating to equal employment opportunity.
<http://www.hhs.gov/ocr/civilrights/resources/specialtopics/tanf/crrequirementsfederalemployment.html>

III. Terms of Section 504 of the Rehabilitation Act of 1973 and all requirements imposed by or pursuant to the regulations of the Department of Health and Human Services issued pursuant to the Section, which prohibit discrimination against handicapped persons in employment and in the operation of programs and activities.
<http://www.hhs.gov/sites/default/files/ocr/civilrights/resources/factsheets/504.pdf>

IV. Americans with Disabilities Act of 1990 and all requirements imposed by or pursuant to the regulations of the Department of Health and Human Services issued pursuant to the Act.
<http://www.hhs.gov/sites/default/files/ocr/civilrights/resources/factsheets/ada.pdf>
<http://www.ada.gov>

V. Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the County determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the County may require to ensure compliance.

(a) Data Security: The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state and local laws, regulations and rules.

(b) Duty to Report: The Contractor shall report a suspected or confirmed security breach to the HHS Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

(c) Cost Borne by Contractor: If any applicable federal, state or local law, regulation or rule requires the Contractor to give written notice of a security breach to affected persons, the Contractor shall bear the cost of the notice.

<http://www.hhs.gov/ocr/privacy/hipaa/understanding/summary/index.html>
<http://www.hhs.gov/ocr/privacy/hipaa/understanding/srsummary.html>

VI. Trafficking Victims Protection Act of 2000:

The Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104)

VII. Confidentiality Policies of Human Services must be adhered to by the Contractor. The following link provides the Human Services minimum standard for compliance with confidentiality. training.buncombecounty.org/hs/training/conf_video.asp

Confidentiality

The Contractor is required to keep confidential any information about a client that is shared by Human Services or the client. Such information shall be shared only among Human Services staff who need to know in order to coordinate, manage, or deliver services to the client.

Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the County. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

Records and confidentiality

All records and related materials are the property of the County and must be maintained and secured in accordance with administrative code, legal and policy mandates. These materials (written or oral) cannot be copied/shared/maintained without expressed authority of the County.

The Contractor agrees, by signing this contract, to provide Title VI, Title VII, HIPAA (when applicable) and Confidentiality training on an annual basis (each contract fiscal year) for each employee that provides services to Human Services under this contract.

The Contractor also agrees to maintain a log of training, containing the Training Title, Date and Name of Employee. This log must be made available to the Contract Administrator upon request.

To assist with your training curriculum, the following link contains examples of material which fulfills the compliance requirements for Human Services.

<http://training.buncombecounty.org/health-services/default.aspx>

Should a violation or an "alleged" violation of any of these policies occur, Contractor is required to immediately notify the Human Services Contract Administrator.

State Certification

Contractor Certifications Required by North Carolina Law

Instructions

The person who signs this document should read the text of the statutes listed below and consult with counsel and other knowledgeable persons before signing.

- The text of Article 2 of Chapter 64 of the North Carolina General Statutes can be found online at: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf

- The text of G.S. 105-164.8(b) can be found online at: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf

- The text of G.S. 143-48.5 (S.L. 2013-418, s. 2.(d)) can be found online at: <http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf>

- The text of G.S. 143-59.1 can be found online at: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf

- The text of G.S. 143-59.2 can be found online at: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf

- The text of G.S. 147-33.95(g) (S.L. 2013-418, s. 2. (e)) can be found online at:

Certifications

(1) E Verify: The undersigned hereby certifies that the Contractor complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Contractor shall also require any and all of its subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes

(2) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:

(a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and

(b) [check one of the following boxes]

_____ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c) (2) after December 31, 2001; or

_____ The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.

(3) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.

(4) The undersigned hereby certifies further that:

(a) He or she is a duly authorized representative of the Contractor named below;

(b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and

(c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

(5) The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970), the undersigned hereby certifies that the Contractor or their affiliates have not been convicted of any offense under Section 113(c).
<https://www.epa.gov>

(6) The Clean Water Act; 33 U.S.C. §1251 et seq. (1972) the undersigned hereby certifies that the Contractor or their affiliates have not been convicted of any offense under Section 309(c).
<https://www.epa.gov>

i) IRS FEDERAL TAX EXEMPTION 501(c)(3)

Under NCGS §55A-16-24, Non Profit agencies receiving over \$5,000 of public funding must provide latest financial statements and most recently completed and filed IRS form 990 or 990-EZ or a copy of the message confirming submission of IRS Form 990-N to Buncombe County to be readily available to any member of the public upon written demand.

What is a Private Non Profit Agency?

Answer: A private non profit is an organization that is incorporated under State law and whose purpose is not to make a profit, but rather to further a charitable, civic, religious, scientific, or other lawful purpose. The Secretary of State's office grants corporate status to organizations in North Carolina.

What is a 501(c)(3) designation?

Answer: When the agency becomes a state private non profit corporation, it can then apply for 501(c)(3) designation through the IRS. Once the IRS grants 501(c)(3) status, the organization is exempt from certain taxes and any donations to the charitable organization are tax deductible. Many individuals and organizations prefer to make donations to 501(c)(3) private non profits.

Who can obtain a 501(c)(3) designation?

Answer: Any organization or group can apply for 501(c)(3) status, provided their charter or mission focuses on the non profit's objective.

Another option is to apply for a 509(a)(1) status which falls under the 501(c)(3) umbrella. Being a 509(a)(1) designates an organization as a tax-free public charity that receives most of its support from a governmental unit or from the general public. Becoming a 509(a)(1) provides public recognition of tax-exempt status, advance assurance to donors of deductibility of contributions, exemption from certain State and federal taxes, and non profit mailing privileges. Organizations that typically qualify are churches, educational institutions, hospitals, and governmental units.

How does a Private Non Profit obtain Tax Exempt Status?

EO Web Site (www.irs.gov/eo)

IRS TE/GE Customer Service

You may direct technical and procedural questions concerning charities and other nonprofit organizations including question about your tax-exempt status and tax liability, to the IRS Tax Exempt and Government Entities Customer Account Services at (877) 829-5500 (toll-free number).

If you prefer to write, you may write at:

IRS

Exempt Organizations Determinations

PO Box 2508

Cincinnati, OH 45201

You may also contact the Taxpayer Advocate Service, an independent organization within the IRS that helps taxpayers resolve problems with the IRS and recommends changes that will prevent problems.

j) **CERTIFICATION OF ELIGIBILITY UNDER THE IRAN DIVESTMENT ACT**

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 et seq.* requires that each vendor, prior to contracting with the State certify, and the undersigned on behalf of the Contractor does hereby certify, to the following:

1. that the Contractor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
2. that the Contractor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. that the undersigned is authorized by the Contractor to make this Certification.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>

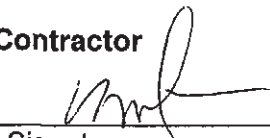
and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please call (919) 814-3852.

Signature Warranty:

The individuals signing this Contract personally warrant that they have the right and power to enter into this Contract on behalf of the Contractor and County, to grant the rights granted under this Contract, and to undertake the obligations undertaken in this Contract.

This Contract shall only become a binding contract when signed by both the Contractor and County. This Contract may be signed in counterparts by the parties. It is not necessary that the signatures of the parties appear on the same counterpart or counterparts. All counterparts shall collectively constitute a single contract. Executed counterparts of this Contract may be delivered by email transmission. The parties intend that emailed signatures constitute original signatures and that an email-transmitted Contract containing signatures of the parties is binding on the parties having signed such email-transmitted Contract. The parties agree that the Uniform Electronic Transactions Act shall be applicable and enforceable as to such execution and delivery.

Any modification, alteration, or change to this contract and/or addendum offered for signature by Buncombe County for the purchase or provision of any service or good shall immediately void the contract and shall require any funds paid to the provider by Buncombe County to be refunded to the county immediately.

Contractor

Signature

7/2/18

Date

William M. Brock

Printed Name

County

Signature

7/3/18

Date

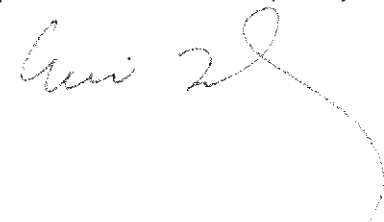
Stoney Blevins

Printed Name

Title: Director of Health and Human Services

Buncombe County

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.



WD _____

**AGREEMENT FOR SERVICES
BETWEEN
COMMUNITY ACTION OPPORTUNITIES
AND
BUNCOMBE COUNTY, A BODY POLITIC,
BY AND THROUGH BUNCOMBE COUNTY HEALTH AND HUMAN SERVICES
CONTRACT NO. 2707**

This Agreement made and entered into this 1st day of July 2018, by and between and Community Action Opportunities, hereafter referred to as CAO, and Buncombe County, a body politic, by and through Buncombe County Health and Human Services, hereafter referred to as BCHHS.

WITNESSETH

That, for the purpose and subject to the terms and conditions hereinafter set forth, CAO hereby agrees to contract with BCHHS to provide certain professional services.

I. SERVICES

BCHHS shall through a sub-contract with MAHEC:

- A. Provide Public Health Nurse II services, equivalent to 20 hours per week including assistance with provision of health screening, counseling, referral, anticipatory guidance and health education. These services will be performed as directed by CAO's designated staff member. Services will be performed at regularly scheduled days and times.
- B. Provide a summary of activities annually and/or upon request. Process information (contacts, presentations, sessions, hours and encounters) and outcome information will be provided to CAO's designated staff member. Informal conferences regarding progress will be held intermittently.
- C. Bill Medicaid for direct patient services as applicable.
- D. Provide the Public Health Nurse with word processing, copying, and printing of required materials as needed.
- E. Maintain the confidentiality of patient information regardless of source.
- F. Abide by all applicable federal, state, and local laws, codes, and ordinances, including but not limited to the Head Start Performance Standards & Code of Conduct, the Health Insurance Portability & Accountability Act (HIPAA), and Corporation Policy & Procedures.
- G. Bill CAO on December 1, 2018, in the amount of \$22,604 for nursing services rendered July 1, 2018, to December 31, 2018, and bill CAO on June 1, 2019, in the amount of \$22,604 for nursing services rendered January 1, 2019, to June 30, 2019. Maximum amount of this contract equals \$45,208.00.

BCHHS Billing Information:

Jannine Shepard, Health Director
Buncombe County Health and Human Services
PO Box 7408
Asheville, NC 28802
Phone: (828) 250-5211

CAO shall:

- A. Remit payment to BCHHS within 30 days after receipt of correct invoice.
- B. Keep confidential any information about a client that is shared by the BCHHS or the client. Such information shall be shared only among BCHHS and Contractor staffs that need to know in order to coordinate, manage, or deliver services to the client. Specifically, the BCHHS acknowledges that, as a healthcare contractor, is subject to the provisions of HIPAA, a federal statute which, in part, governs disclosures and uses of "protected health information" ("PHI"). PHI is defined in 45 C.F.R. 164.501, and includes health information received or created by a healthcare contractor that relates to the "past, present or future physical or mental health or condition of an individual; the provision of healthcare to an individual; or the past, present or future payment for the provision of healthcare...and identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual." See 45 C.F.R. 164.501.

II. CONTRACT PERIOD

The contract period shall begin on the 1st day of July 2018, and unless terminated by mutual consent, or as hereinafter provided, shall exist and continue until the 30th of June 2019.

III. TERMINATION

Either party has the right to terminate this contract upon sixty (60) days of notice, in writing to the other party, or immediately for cause.

For Cause shall include but not be limited to:

BCHHS

- Nonperformance of Services listed in Section I
- Incompetent performance of Services listed in Section I
- Malfeasance
- Falsification of records or other documents
- Violations of this Agreement

CAO:

- Willful or repeated negligent nonpayment for services rendered in good faith and in compliance with the "Services" listed in Section I of this Agreement.
- Violations of this Agreement
- Material breach of "Protected Health Information" confidentiality per HIPAA (public law 104-191, 45CPR, parts 160-164).

IV. RELATIONSHIP OF PARTIES

The BCHHS representative is independent with respect to CAO, and not an employee of CAO. CAO shall not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefits to BCHHS's representative. BCHHS shall pay for all "out-of-pocket" expenses directly related to the Services listed in Section I. of this Agreement, including but not limited to copy, supplies etc.

V. DISCLOSURE

BCHHS is required to disclose any outside activities or interests, including ownership or participation in the development of prior activities, that conflict, or may conflict, with the best interests of CAO.

VI. EMPLOYEES

BCHHS employees, who perform services for CAO under this Agreement, shall also be bound by the provisions of this Agreement.

VII. INJURIES

BCHHS acknowledges the obligation to obtain appropriate insurance coverage for the benefit of the employees who work under the terms of this Agreement. BCHHS waives any rights to recovery from CAO for any injuries that BCHHS employees may sustain while performing services under this Agreement and that are a result of the negligence of BCHHS or its employees. BCHHS shall provide all bonds and insurance, including worker's compensation coverage at statutorily required limits.

VIII. INDEMNIFICATION

BCHHS shall defend, indemnify and hold CAO harmless against all liabilities and loss (including, but not limited to damages, costs, judgments, expenses and reasonable attorney's fees) for personal injury and/or property damage arising out of or related to the activities of BCHHS save and excepting there from any liabilities and loss which arise out of or related to the sole negligence of CAO.

IX. SUCCESSORS AND ASSIGNMENT

BCHHS's and CAO's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of both parties. All Successors and Assigns of CAO and BCHHS shall be bound by the provisions of this Agreement, unless otherwise agreed to, and amended in writing as provided for in Section XII of this Agreement.

X. NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

For BCHHS:
Jannine Shepard
Health Director
Buncombe County Health and Human Services
PO Box 7408
Asheville, NC 28802
Phone: 828-250-5211

For CAO:
Vickie Baldwin, IHSPM
Health Services Program Manager
Community Action Opportunities
25 Gaston Street
Asheville, North Carolina
Phone: 828-210-0586

Either party may change such addresses from time to time by providing written notice to the other in the manner set forth above.

XI. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

XII. AMENDMENT

This Agreement may be modified or amended if such amendment is made in writing and is signed by both parties.

XIII. SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

XIV. WAIVER OF CONTRACTUAL RIGHTS

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.


XV. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of North Carolina and where this Agreement is in conflict with the laws of the State of North Carolina, the state laws shall be superior to the provisions of this Agreement. Any lawsuit arising out of this Contract, whether brought by the Contractor or the Department, shall be brought in the General Court of Justice for Buncombe County, North Carolina.

In accordance with Federal law and U.S. Department of Agriculture (USDA) and U.S. Department of Health and Human Services (HHS) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. Under the Food Stamp Act and USDA policy, discrimination is prohibited also on the basis of religion or political beliefs.

To file a complaint of discrimination, contact USDA or HHS. Write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TTY). Write HHS, Director, Office for Civil Rights, Room 506-F, 200 Independence Avenue, S.W., Washington, D.C. 20201 or call (202) 619-0403 (voice) or (202) 619-3257 (TTY). USDA and HHS are equal opportunity providers and employers."

IN WITNESS WHEREOF, the parties hereto have executed this agreement, the date and year first above written.


Vicki Heidinger, Executive Director
Community Action Opportunities

6-14-13
Date

56-0817672
Federal Tax ID #


Stoney Blevins, Director
Buncombe County Health and Human Service

7/3/13
Date

56-6000279
Federal Tax ID #

**This Instrument has been preaudited
in the Manner required by
Local Government Budget and
Fiscal Control Act.**

