



ADDENDUM #1

11/06/2023

TO: ALL POTENTIAL SUBMITTERS

FROM: NINA ALEXANDER, BUNCOMBE COUNTY PROCUREMENT AGENT

SUBJECT: ADDENDUM #1 FOR RFP SCHOOL NURSE PROGRAM

The following changes, revisions, additions, and/or clarifications to the plans and/or specifications are hereby made a part of the original documents.

Addendum # 1

This addendum is to add the following attachments to the Buncombe County RFP: School Nurse Program

- Division of Child and Family Well-Being Agreement Addendum FY23-24 (351 Child Health)
- FY 23 Adult and Child Primary and Oral Health Care Services
- Contract for School Health Services Agreement Between Asheville City School System and Buncombe County HHS

Division of Child and Family Well-Being

Agreement Addendum

FY 23-24

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Buncombe County Health and Human Services,
Department of Health

Local Health Department Legal Name

351 Child Health

Activity Number and Description

06/01/2023 – 05/31/2024

Service Period

07/01/2023 – 06/30/2024

Payment Period

☒ Original Agreement Addendum

☐ Agreement Addendum Revision # _____

Whole Child Health Section/School, Adolescent,
and Child Health Unit

DCFW Section / Unit Name

Tara Lucas 919-624-6652

Tara.Lucas@dhhs.nc.gov

DCFW Program Contact

(name, phone number, and email)

DCFW Program Signature

(only required for a negotiable Agreement Addendum)

Date

I. **Background:**

The Whole Child Health Section (WCHS)/School, Adolescent, and Child Health Unit (SACH) is located within the Division of Child and Family Well-Being (DCFW). The primary purpose of the WCHS is to develop and promote programs and services that protect and enhance the health and well-being of children and families. The WCHS is comprised of a wide array of program services and initiatives that offer preventive, genetic and specialized services. The WCHS staff provide clinical guidance, quality assurance, technical assistance, consultation, and training for professionals who provide children's services in the state.

The WCHS primarily focuses on ensuring health services for children, including parenting education, nutrition, well childcare, school health, genetic services, newborn screening, child care health consultation, developmental screening, early intervention, health care transition and self-management of care, linkages with medical homes, screening and treatment clinics, resource lines, Health Check/NC Health Choice, and children/youth/families with special health care needs.

According to the Kaiser Family Foundation State Health Facts and based on the 2020 Current Population Survey and State Data Resources, North Carolina's uninsured child rate is 5.3%.

(<https://www.kff.org/other/state-indicator/health-insurance-coverage-of-children-0-18-cps/?currentTimeframe=0&selectedRows=%7B%22states%22:%7B%22north-carolina%22:%7B%7D%7D%7D&sortModel=%7B%22colId%22:%22Location%22,%22sort%22:%22asc%22%7D>) and

Kids Count data reports that for 2020, North Carolina's uninsured child rate is 5.0%.

(<https://www.aecf.org/resources/2020-kids-count-data-book>)

Elias Matheson, DNP, RN
Health Director Signature (use blue ink or verifiable digital signature)

04/17/2023
Date

LHD to complete:
[For DCFW to contact in case
follow-up information is needed.]

LHD program contact name:

Amparo Acosta

Phone and email address:

828-250-5236 amparo.acosta@buncombecounty.org

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

Template rev. September 2022

II. **Purpose:**

This Agreement Addendum provides or assures provision of preventive and primary health care services per North Carolina Administrative Code 10A NCAC 46.0204 and may provide other evidence-based or evidence-informed initiatives for children and youth that will: (1) reduce mortality and morbidity resulting from communicable diseases, injuries (intentional and unintentional), and other preventable conditions; (2) promote healthy behaviors; and (3) support optimal physical, social and emotional health.

III. **Scope of Work and Deliverables:**

- A. The Activity 351 Child Health Agreement Addendum requires further negotiation between the WCHS and the Local Health Department.

For this Agreement Addendum, the Local Health Department shall include **Attachment A** to demonstrate compliance with 10A NCAC 46.0204 Child Health regarding direct child health clinical services and agreements with local education agencies.

In addition, the Local Health Department shall include **Attachment B** if it is providing direct child health clinical services and shall include **Attachment C** if it is providing other evidence-based or evidence-informed child health services.

The information provided by the Local Health Department will be reviewed by the WCHS. When the WCHS representative and the Local Health Department reach an agreement on the information contained, the WCHS representative will sign the Agreement Addendum to execute it.

The Local Health Department shall:

- B. **Ensure participation** by at least one Child Health Program manager or staff member to attend WCHS-supported child health meetings for programmatic updates and service information, whether the Local Health Department provides or assures direct child health clinical services. Information received at the WCHS-supported child health meetings shall be disseminated by the Local Health Department's meeting attendee to all Child Health Program staff at the Local Health Department. Activity 351 Child Health funds may be used to support attendance at programmatic update meetings.
- C. **Implement written policies** for child health clinical services that include:
1. Staff delivering services in a culturally competent and linguistically appropriate manner. Activities are to be prepared which increase staff awareness of disparities in health status and service delivery, especially disparities related to race/ethnicity, disability, and socioeconomic status. (<https://nciom.org/healthy-north-carolina-2030/>); and
 2. For those counties providing direct child health clinical services, conducting a customer satisfaction survey that documents success in serving clients. The survey should be administered to at least 20 clients per year, with results sent to the Regional Child Health Nurse Consultant. Promote customer friendly services that meet the needs of underserved populations. (Healthy People 2030: <https://health.gov/healthypeople>).
- D. Write all standing orders or protocols developed for nurses in support of this program in the North Carolina Board of Nursing format. The Local Health Department shall have a policy in place that supports nurses working under standing orders. (<https://www.ncbon.com/practice-position-statements-decisions-trees>)
- E. Maintain compliance with North Carolina Board of Nursing scope of practice for nurses and North Carolina Medical Board scope of practice for providers.

F. Refer to WIC at initial appointment, if appropriate and not already enrolled.

IV. Performance Measures / Reporting Requirements:

- A. The Local Health Department shall meet or exceed the **performance measures** in Attachment A.
- B. If the Local Health Department is **providing direct child health clinical services**, it shall meet or exceed the **performance measures** in Attachment B and it shall adhere to the following **reporting requirements** for Attachment B:
 - 1. Provide end-of-year outcome data and final report for FY 22-23 by July 31, 2023.
 - 2. Provide a mid-year report for FY 23-24 on interventions in Attachment B no later than January 31, 2024.
- C. If the Local Health Department is **providing other evidence-based or evidence-informed child health services**, it shall meet or exceed the **performance measures** in Attachment C and it shall adhere to the following **reporting requirements** for Attachment C:
 - 1. Provide end-of-year outcome data and final report for FY 22-23 by July 31, 2023.
 - 2. Provide a mid-year report for FY 23-24 on interventions in Attachment B no later than January 31, 2024.

These report templates will be distributed by the Child Health Program to the Local Health Department no less than 30 days before the reports' due dates.

V. Performance Monitoring and Quality Assurance:

- A. Child Health Program review and monitoring visits are completed on a once-every-three-years basis per the Children and Youth WCHS Subrecipient Monitoring Plan. Both the Local Health Department internal quality assurance audit and the Child Health program review and monitoring must demonstrate compliance with the required deliverables in:
 - a. Section III
 - b. The activities described in Attachment B, if applicable.
 - c. The activities described in Attachment C, if applicable.
 - d. NC Medicaid (Division of Health Benefits) billing guidelines, and
 - e. The North Carolina Board of Nursing scope of practice for nurses and the North Carolina Medical Board scope of practice for providers.
- B. The DPH Subrecipient Monitoring Plan requires local health departments who do not consistently meet the programmatic and Health Check Program Guide requirements to be designated as "high risk." High risk status is determined if a local health department is not able to close a corrective action plan as defined by the Child Health Program Monitoring Plan or if the agency fails to meet CH 351 AA deliverables for two consecutive years. High risk status requires additional internal and external monitoring as defined by the Child Health Program Monitoring Plan.
- C. Compliance or documented progress toward the negotiated services in Attachment B and in Attachment C, if either or both are completed by the Local Health Department, shall be reviewed a minimum of every six months by the regional child health nurse consultant. These reviews will be conducted via a site visit or desk review (by phone, email, or web consultation). If the Local Health

Department does not meet the performance measures as described in Attachment B and/or in Attachment C, the Local Health Department must develop a comprehensive corrective action plan to meet the deliverables during the service period. The Local Health Department must develop a corrective action plan to address audit deficits to be received by the regional consultant within 30 days of the review. Resolution or significant progress toward resolution is required within 90 days.

- D. Site visits may be conducted by the regional child health nurse consultant to assist in a local assessment and planning process to meet the performance measures. The Health Director will be informed of significant failure to meet performance measures. Failure to provide the described level of services or negotiated deliverables may result in a reduction in funds.

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 of Child and Family Well-Being 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 of Child and Family Well-Being 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.

Attachment A
FY 23-24 Activity 351 Child Health
Declaration of Provision of Child Health Clinical Services

The Local Health Department shall provide or assure provision of preventive and primary health care services for children, 0 through 20 years of age, with the following specifications:

A. Child Health Clinical Services

The Local Health Department must comply with the NC Administrative Rules 10A NCAC 46 .0204 and Title V and Healthy Mothers Healthy Children Block Grant funds for the provision of child health services.

NC Administrative Rules (10A NCAC 46 .0204) require assurances for the provision of selected child health services. Each local health department shall *“provide, contract for the provision of, or certify the availability of child health services for all individuals within the jurisdiction of the local health department. A local health department shall establish, implement, and maintain written policies which shall include: A description of the procedures for child health services provided by the local health department, a copy of the contract for the provision of child health services, or a certification of availability of child health services.”*

In addition, agencies supported by state Title V Maternal and Child Health funds shall provide or assure provision of preventive services for children and referral for primary care services as appropriate. Agencies shall demonstrate compliance with the current Health Check Program Guide, Child Health Program requirements, current Division of Health Benefits coding and billing requirements and Division of Health Benefits Medicaid Bulletins.

The item checked below by the Local Health Department demonstrates its compliance with the state requirement **to provide or assure provision of preventive and primary health care clinical services** for children, 0 through 20 years of age:

- ☐ **Provide** – Include Attachment B for Child Health Clinical Services for uninsured or under-insured children, birth through 20 years of age.
- ☐ **Assure provision with Memorandum of Agreement (MOA)** – A copy of the MOA with local health care providers documenting how these services are provided by them to the State Child Health Nurse Consultant no later than September 1, 2023.
- ☒ **Assure provision with a Contract** – A copy of the contract with local health care providers documenting an arrangement with local providers to provide these services to the State Child Health Nurse Consultant no later than September 1, 2023.
- ☐ **Assure provision with a Community Care Plan** – A copy of a community care plan for these services or formal Community Care of North Carolina Network plan defining the role of the Local Health Department as an active member of the network in providing these services to the State Child Health Nurse Consultant no later than September 1, 2023.

B. **Written agreement or agreements with the local school districts/Local Education Agencies (LEA)** within its service area. A written agreement is required even if Local Health Department activities are limited to communicable disease control or environmental health activities. The agreement must reflect joint planning and include:

1. Program goals and objectives;
2. Roles and responsibilities defined for each agency including a formal plan for emergency and disaster use of school nurses;
3. A description of the process for developing written policies and procedures; and
4. Provisions for annual revision of the agreement.

Submit a copy of all Fiscal Year 2023-2024 agreements, each signed by both parties, to the State School Health Nurse Consultant, by September 1, 2023. An agreement must be submitted for each school district/LEA.

Provide the names of the school districts/LEAs that will have Fiscal Year 2023-2024 Agreements.

Buncombe County Schools

Asheville City Schools

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C. **Performance Measures**

- a. All direct child health clinical services must be provided in accordance with the current Health Check Program Guide, Child Health Program requirements, current Division of Health Benefits coding and billing requirements and Division of Health Benefits Medicaid Bulletins.

D. **Performance Monitoring**

- a. In adherence to this requirement, Child Health Program review and monitoring visits are completed on a once-every-three-years basis per the WCHS Subrecipient Monitoring Plan. Both the Local Health Department internal quality assurance audit and the Child Health Program review and monitoring must demonstrate compliance.

Attachment B**FY 23-24 Activity 351 Child Health****Direct Child Health Clinical Services****1. Program Background & Need Statement**

Include a statement regarding the need for the agency to provide Child Health Clinical services within the community.

2. Scope of Work

A. The Local Health Department shall provide or assure provision of the following direct child health clinical services (as indicated by checking the appropriate box or boxes below) for uninsured or under-insured children birth through 20 years of age, meeting or exceeding the dollar amount defined below, which meet all Health Check Program Guide and Health Choice requirements CMS documentation and coding requirements, and programmatic guidelines:

- ☐ Preventative care ONLY
- ☐ Preventative AND sick care
- ☐ Behavior health services
- ☐ Medical nutrition therapy
- ☐ Dental Services
- ☐ Adolescent reproductive health services for uninsured or under-insured clients ages 11 years through 20 years which meet the current CMS documentation and coding requirements and Family Planning Program guidelines. Check the box if these services are to be counted as Child Health deliverables and are NOT COUNTED as Family Planning Program deliverables
- ☐ Other clinical services such as specialty clinics (orthopedics or cardiology):

Subtotal: \$ _____

- B. ☐ *Check the box to indicate the Local Health Department allocates FY 23-24 Child Health 351 Agreement Addenda/Title V funds to support provision of interpreter services.*

The Local Health Department shall assure Title VI requirements are met and evidence-based health literacy strategies are implemented using the client's preferred language or communication method. By implementing the Title VI requirements and evidence-based health literacy strategies, the Local Health Department will assure understanding and enhanced ability to implement health information by parents or teens for which clinical services are provided through consistent access to a voice or sign language interpreter or language line. Assurance of client understanding and enhanced ability to implement health information will be demonstrated by client feedback from customer satisfaction surveys collected twice a year by the agency.

1. By August 1, 2023, the Local Health Department shall develop and implement a customer satisfaction survey.
2. The survey shall assess applied evidence-based health literacy strategies and develop an action plan to resolve any identified barriers, especially for LEP and sight or hearing-impaired clients.
3. By May 31, 2024, the Local Health Department will report on the implementation of the action plan, including staff education, and client feedback to demonstrate improvement (percent increase in the measures) in the areas identified on the initial FY survey.

Subtotal: \$ _____

- C. ☐ *Check the box to indicate the Local Health Department allocates FY 23-24 Child Health 351 Agreement Addenda/Title V funds to support sending agency Registered Nurse(s) to the Child Health Training Program.*

Child Health Enhanced Role Registered Nurse (CHERRN) Training (Child Health Training Program):

The Local Health Department shall provide Enhanced Role Registered Nurse Training through the Child Health Training Program to assure increased access for preventative visits in consultation with agency medical staff through the Enhanced Role.

1. By August 1, 2023, the Local Health Department will work with the regional child health nurse consultant to develop a plan to assure adequate consultation resources and participant designated time are available to support successful completion of the Child Health Training Program.
2. By May 31, 2024, the Local Health Department's participant will successfully complete the required training and meet rostering requirements as demonstrated by the DPH rostering letter.
3. By May 31, 2024, DPH external audit of the CHERRN's clinical documentation will demonstrate compliance with Health Check Program Guide/Health Choice, NC Board of Nursing scope of practice, and programmatic requirements.

Subtotal: \$ _____

- D. ☐ *Check the box to indicate the Local Health Department allocates FY 23-24 Child Health 351 Agreement Addenda/Title V funds to support procuring continuing education for child health clinical staff.*

Clinical Services Workforce Development: The Local Health Department shall procure continuing education to support pediatric clinical service objectives for providers and staff. Workforce development must focus on clinical issues for the Local Health Department's population; examples include an increase in recommended immunization rates, improvements in asthma management; and/or reduction or prevention of childhood obesity. Workforce development needs should be informed by local data demonstrating a need to improve clinical outcomes; examples include asthma hospital discharge rate, immunization rates for recommended immunizations, or 2- to 4-year-old obesity rates.

Subtotal: \$ _____

- E. ☐ Check the box to indicate the Local Health Department allocates FY 23-24 Child Health 351 Agreement Addenda/Title V funds to support provision of clinical equipment. List clinical equipment needs including equipment to improve ADA accessibility and evidence-based hearing screening from Section F and G in the grid below.

Clinical Equipment:

Clinical Equipment	Price

- F. ☐ Check the box to indicate the Local Health Department allocates FY 23-24 Child Health 351 Agreement Addenda/Title V funds to support provision of an ADA assessment and ADA equipment. By checking this box, the Local Health Department is responsible for meeting the ADA accessibility requirements performance measures listed below.

ADA: Assure Americans with Disability Act (ADA) accessibility requirements will be met based on internal and external accessibility assessments.

1. September 1, 2023, the Local Health Department will schedule an external accessibility assessment through the Office on Disability and Health (ODH) and develop a plan to address priority accessibility issues directly impacting children and family services.
2. By May 31, 2024, the Local Health Department will expend funds required to address priority accessibility issues as outlined in the co-developed plan (ODH will assist).

- G. ☐ Check the box to indicate the Local Health Department allocates FY 23-24 Child Health 351 Agreement Addendum/Title V funds to support provision of evidence-based hearing screening equipment. By checking this box, the local health department is responsible for meeting the performance measures listed below implementation of evidence-based hearing screening requirements.

Implementation of Evidence-Based Hearing Screening Requirements

1. By September 1, 2023, to support best practices, the Local Health Department will request written updated recommendations by email from the regional audiology consultant regarding staff educational and equipment needs.
2. By May 31, 2024, the Local Health Department will expend the funds allocated to improve hearing screening equipment and meet staff educational recommendations from the regional audiology consultant.

- H. ☐ Check the box to indicate the Local Health Department allocates FY 23-24 Child Health 351 Agreement Addenda/Title V funds to support provision of other clinical materials and supplies.
Other Clinical Materials and Supplies: Examples: ASQ-3, ASQ-SE2, PEDS, Snellen and HOTV vision screening charts, stereopsis card, the current Bright Futures Guidelines manual/toolkit, current Bates Guide to Physical Examination and History Taking, computers, exam tables, wheelchairs, scales; Electronic health record (EHR) vendor fees to revise EHR templates in order to meet Child Health Programmatic and Health Check Program Guide/Health Choice Requirements.

Clinical Supplies and Materials	Price

Subtotal: \$ _____

Total Budget for All Child Health Clinical Services \$ <u>0</u>
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3. Child Health Clinical Services Performance Measures

The Local Health Department shall adhere to the following **reporting requirements** for child health clinical services by providing end-of-year outcome data and final report for FY 22-23 (the prior fiscal year's Agreement Addendum) by July 31, 2023 and by providing a mid-year report for FY 23-24 (this Agreement Addendum) on child health clinical services in Attachment B no later than January 31, 2024.

Agencies must have processes in place to capture and report data on request. If the end of the year data falls short of agreed upon deliverables, the subsequent year's AA may be affected.

The Local Health Department is responsible for completing the **performance measures** for the child health clinical services that the Local Health Department allocates Child Health 351 Agreement Addenda/Title V funds.

A. Child Health Clinical Services Measures

1. FY 23-24 Health Services Analysis (HSA) or vendor data demonstrates that the number and dollar amount of the negotiated visits were provided. The agency will be required to report clinical data in an electronic survey to demonstrate meeting the negotiated deliverables.
2. Internal and external audits will demonstrate compliance with HCPG, Health Choice Guidance, CMS Billing Guide, licensure requirements, and programmatic requirements using the WCHS CH Program audit tools for Well Child Care, Pediatric Primary Care, and Newborn Home Visit Care and Assessment. Internal audit findings must be provided on request by the WCHS.

B. Adolescent Reproductive Clinical Services Measures

1. FY 23-24 HSA or vendor data demonstrates that the number and dollar amount of the negotiated visits/contraceptive methods were provided. The agency will be required to report clinical data in an electronic survey to demonstrate meeting the negotiated deliverables and that the deliverables were counted only in the Child Health Program.

2. Internal and external audits will demonstrate compliance with CMS documentation and coding guidance and Family Planning programmatic requirements. Women's Health WCHS external audit will be reviewed by WCHS staff; internal audit findings must be provided on request by the WCHS.

C. Interpreter Services

1. Internal and external audits will demonstrate that policies and procedures and training are in place to support evidence-based health literacy strategies for all clients. Internal audit findings must be provided on request by the WCHS.
2. 90% of LEP clients are rating "very satisfied" (scale: not satisfied, neutral, satisfied, very satisfied) on their ability to access care (appointment availability); and
3. 90% of LEP clients are rating "very good" (scale: not at all; somewhat; good; very good) on their ability to understand information provided by the healthcare provider.

D. Child Health Enhanced Role Registered Nurse (CHERRN) Training: (Child Health Training Program)

1. CHERRN candidates will provide documentation (Office of the Chief Public Health Nurse Rostering letter) to support rostering upon successful completion of the course.
2. Agency productivity reports will demonstrate an increase in appointment access by (add projected percent increase) January 2023–May 2024.

Staff member with primary responsibility for Child Health Clinical Services:

The person listed below is responsible for assuring the Attachment B: Child Health Clinical Services are implemented with program fidelity to meet the outcome objectives and assuring ongoing monitoring and reporting.

Name	Title	Phone Number	Email Address
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Attachment C –

FY 23-24 Activity 351 Child Health

Other Evidence-Based/Evidence-Informed Child Health Services

1. Local health indicators (or need) to be addressed:

The Buncombe County 2021-2022 School Health Services Report indicated that **75** students were identified as having Diabetes in Buncombe County. In the 2022-2023 school year, **80** students were identified as having Diabetes in Buncombe County according to the School Health Services Report. An assessment of the MAHEC School Health Program's case-management documentation process revealed a number of instances where school nurses may be informally case-managing students. These instances are then not reflected in the electronic health record system as formal case-management, but rather as office visits/student encounters.

Diabetes ranks high among the leading factors contributing to chronic absenteeism in students. (American Academy of Pediatrics [AAP] Council on School Health, 2016; Jacobsen, Meeder, & Voskuil, 2016) In addition to absenteeism, children with diabetes can experience higher levels of stress, depression, decreased academic performance, and a decreased quality of life when compared to their peers without Type 1 Diabetes. (Bleich et al., 2018; Leroy et al., 2017; Oakley et al., 2020).

2. Evidence-based or evidence-informed intervention of strategy and scope of work to be accomplished:

Care management is an integral part of NASN's Framework for 21st Century School Nursing Practice. It is aligned with the Whole School, Whole Community, Whole Child model that calls for a collaborative approach to learning and health (ASCD & CDC, 2014). School Nurses are responsible for not only creating care plans for students with chronic diseases, but coordinating the training for school staff and admin to assist in care and support for these students as well. Having school nurses available to provide time-sensitive diabetes care and support for students is essential for the well-being of each student.

Providing students with adequate tools and proper care to learn about managing their diabetes offers support throughout their lives living with this chronic condition. Having the proper staffing and tools to effectively case-manage our students with diabetes is projected to have a positive impact on students by reducing absenteeism, improving self-efficacy, and building confidence in their personal diabetes care management skills.

Total budget for the Other Evidence-Based/Evidence-Informed Services: \$
148,297

Staff member with primary responsibility for this intervention/strategy named above:

The person listed below is responsible for assuring this intervention/strategy is implemented with program fidelity to meet the outcome objectives and assuring monitoring and reporting.

Julie Burger	Program Manager	(828) 545-1473	julie.burger@mahec.net
Name	Title	Phone Number	Email Address

FY24 - FAS
federal award
supplement

Activity Nbr + Name: **351**

Child Health

FAS Number + Reason: **1**

This FAS is accompanying an AA+BE or an AA Revision+BE Revision.

Assistance Listing Nbr + Name: **93.994**

Maternal and Child Health Block Grant

Is award R&D?: **no**

FAIN: **B0447436**

IDC rate: **n/a**

Fed awd total amt:

\$9,312,791

Fed award project description: **Maternal and Child Health Services Block Grant to the States**

Fed awd date + awarding agency: **02-07-23 HHS, Health Resources and Services Administration**

Subrecipient	Subrecipient's UEI	Federal funds from grant listed above	Total federal funds for entire Activity	Subrecipient	Subrecipient's UEI	Federal funds from grant listed above	Total federal funds for entire Activity
Alamance	F5VHYUU13NC5	\$ 16,850	\$ 16,850	Jackson	X7YWWY6ZP574	\$ 1,727	\$ 1,727
Albemarle	WAAV551PNMK3	\$ 253,292	\$ 253,292	Johnston	SYGAGEFDHYR7	\$ 48,290	\$ 48,290
Alexander	XVEEJSNY7UX9	\$ 6,120	\$ 6,120	Jones	HE3NNNUE27M7	\$ 12,036	\$ 12,036
Anson	PK8UYTSNJCC3			Lee	F6A8UC99JWJ5	\$ 22,664	\$ 22,664
Appalachian	CD7BFH8W539	\$ 96,648	\$ 96,648	Lenoir	QKUFL37VPGH6	\$ 28,612	\$ 28,612
Beaufort	RN1SXF04LXN6	\$ 4,645	\$ 4,645	Lincoln	UGGQGS5KBGJ5	\$ 31,436	\$ 31,436
Bladen	TLCTJWDJH1H9	\$ 32,855	\$ 32,855	Macon	LLPJB6N2LL3	\$ 6,945	\$ 6,945
Brunswick	MJBMLN9NJT5	\$ 10,183	\$ 10,183	Madison	YQ96F8BJYTJ9	\$ 10,901	\$ 10,901
Buncombe	W5TCDKMLHE69	\$ 125,301	\$ 125,301	MTW	ZKK5GNRNB5Y6	\$ 69,820	\$ 69,820
Burke	G855APCNL591	\$ 5,752	\$ 5,752	Mecklenburg	EZ15XL6BMM68	\$ 190,574	\$ 190,574
Cabarrus	RXDXNEJKJFU7	\$ 20,314	\$ 20,314	Montgomery	E78ZAJM3BFL3	\$ 31,797	\$ 31,797
Caldwell	HL4FGNJNGE97	\$ 22,667	\$ 22,667	Moore	HFNSK95F57Z8	\$ -	\$ -
Carteret	UC6WJ2MQMJS8	\$ 28,898	\$ 28,898	Nash	NF58K566HQM7	\$ 118,779	\$ 118,779
Caswell	JDJ7Y7CGYC86	\$ 13,544	\$ 13,544	New Hanover	F7TLT2GMEJE1	\$ 84,578	\$ 84,578
Catawba	GYUNA9W1NFM1	\$ 79,389	\$ 79,389	Northampton	CRA2KCAL8BA4	\$ 37,445	\$ 37,445
Chatham	KE57QE2GV5F1	\$ 17,546	\$ 17,546	Onslow	EGE7NBXW5JS6	\$ 78,861	\$ 78,861
Cherokee	DCEGK6HA11M5	\$ 25,877	\$ 25,877	Orange	GFFMCW9XDA53	\$ 37,396	\$ 37,396
Clay	HYKLQVNWXLK7	\$ 22,442	\$ 22,442	Pamlico	FT59QFEAU344	\$ 29,124	\$ 29,124
Cleveland	UWMUYMPVL483	\$ 75,195	\$ 75,195	Pender	T11BE678U9P5	\$ 23,406	\$ 23,406
Columbus	V1UAJ4L87WQ7	\$ 48,783	\$ 48,783	Person	FQ8LFJGMABJ4	\$ 9,513	\$ 9,513
Craven	LTZ2U8LZQ214	\$ 22,705	\$ 22,705	Pitt	VZNPMLCFT5R6	\$ 70,824	\$ 70,824
Cumberland	HALND8WJ3GW4	\$ 149,031	\$ 149,031	Polk	QZ6BZPGLX4Y9	\$ 5,225	\$ 5,225
Dare	ELV6JGB11QK6	\$ 15,928	\$ 15,928	Randolph	T3BUM1CVS9N5		
Davidson	C9P5MDJJC7KY7	\$ 15,707	\$ 15,707	Richmond	Q63FZNTJM3M4	\$ 17,217	\$ 17,217
Davie	L8WBGLHZV239	\$ 6,203	\$ 6,203	Robeson	LKBEJQFLAAK5	\$ 101,663	\$ 101,663
Duplin	KZN4GK5262K3	\$ 24,586	\$ 24,586	Rockingham	KGCCCHJJZZ43	\$ 29,853	\$ 29,853
Durham	LJ5BA6U2HLM7	\$ 16,694	\$ 16,694	Rowan	GCB7UCV96NW6	\$ 10,975	\$ 10,975
Edgecombe	MAN4LX44AD17	\$ 49,631	\$ 49,631	Sampson	WRT9CSK1KJY5	\$ 8,734	\$ 8,734
Foothills	NGTEF2MQ8LL4	\$ 26,075	\$ 26,075	Scotland	FNVTCUQGCHM5	\$ 15,788	\$ 15,788
Forsyth	V6BGVQ67YPY5	\$ 113,773	\$ 113,773	Stanly	U86MZUYPL7C5	\$ 16,161	\$ 16,161
Franklin	FFKTRQCNN143	\$ 63,951	\$ 63,951	Stokes	W41TRA3NUNS1		
Gaston	QKY9R8A8D5J6	\$ 61,344	\$ 61,344	Surry	FMWCTM24C9J8	\$ 53,718	\$ 53,718
Graham	L8MAVKQJTYN7	\$ 19,490	\$ 19,490	Swain	TAE3M92L4QR4	\$ 21,793	\$ 21,793
Granv-Vance	MGQJJKK22EJB3	\$ 35,250	\$ 35,250	Toe River	JUA6GAUQ9UM1	\$ 23,941	\$ 23,941
Greene	VCU5LD71N9U3	\$ 29,352	\$ 29,352	Transylvania	W51VGHGM8945	\$ 14,545	\$ 14,545
Guilford	YBEQWGFJPMJ3	\$ 531,990	\$ 531,990	Union	LHMKBD4AGRJ5	\$ 45,610	\$ 45,610
Halifax	MRL8MYNJ3Y5	\$ 99,737	\$ 99,737	Wake	FTJ2WJPLWMJ3	\$ 149,940	\$ 149,940
Harnett	JBD9D9V41BX7	\$ 100,370	\$ 100,370	Warren	TLNAU5CNHSU5	\$ 48,025	\$ 48,025
Haywood	DQHZEVAV95G5	\$ 72,594	\$ 72,594	Wayne	DACFHCLQKMS1	\$ 58,144	\$ 58,144
Henderson	TG5AR81JLFQ5	\$ 18,818	\$ 18,818	Wilkes	M14KKHY2NNR3	\$ 20,195	\$ 20,195
Hoke	C1GWSADARX51	\$ 23,310	\$ 23,310	Wilson	ME2DJHMYWG55	\$ 42,504	\$ 42,504
Hyde	T2RSYN36NN64	\$ 13,932	\$ 13,932	Yadkin	PLCDT7JFA8B1	\$ 32,847	\$ 32,847
Iredell	XTNRLKJLA4S9	\$ 20,552	\$ 20,552	Yancey	L98MCUHKC2J8	\$ 10,998	\$ 10,998

UEI = Unique Entity Identifier

Federal Award Reporting Requirements for Pass-Through Agencies, 2 CFR § 200.331

DPH v3 2-10-23 [ag]

Subtotals: \$ 2,437,324 \$ 2,437,324

Subtotals: \$ 1,672,604 \$ 1,672,604

Totals for all columns: \$ 4,109,928 \$ 4,109,928

DPH-Aid-To-Counties

For Fiscal Year: 23/24

Budgetary Estimate Number : 1

Activity 351	AA	1271 5745 00		1271 5745 AR		1271 5745 AR		1271 5745 AR		Proposed Total	New Total
Service Period		06/01-05/31	Total Allocated	06/01-05/31	Total Allocated	10/01-05/31	Total Allocated	02/01-05/31	Total Allocated		
Payment Period		07/01-06/30		07/01-06/30		11/01-06/30		03/01-06/30			
01 Alamance	* 0	1,639	\$14,561.00	0	\$5,009.00	0	\$5,148.00	0	\$6,693.00	1,639	33,050
D1 Albemarle	* 0	16,186	\$147,798.00	0	\$147,962.00	0	\$62,957.00	0	\$42,373.00	16,186	417,276
02 Alexander	* 0	0	\$0.00	-33	\$6,120.00	0	\$0.00	0	\$0.00	-33	6,087
04 Anson		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	0
D2 Appalachian	* 0	2,774	\$27,746.00	0	\$76,292.00	0	\$7,203.00	0	\$13,153.00	2,774	127,168
07 Beaufort	* 0	65	\$754.00	0	\$2,621.00	0	\$885.00	0	\$1,139.00	65	5,464
09 Bladen	* 0	1,389	\$13,190.00	0	\$32,718.00	0	\$0.00	0	\$137.00	1,389	47,434
10 Brunswick	* 0	132	\$1,577.00	0	\$5,609.00	0	\$2,009.00	0	\$2,565.00	132	11,892
11 Buncombe	* 0	1,838	\$21,158.00	0	\$72,175.00	0	\$23,093.00	0	\$30,033.00	1,838	148,297
12 Burke	* 0	-1	\$249.00	0	\$2,011.00	0	\$1,730.00	0	\$2,011.00	-1	6,000
13 Cabarrus	* 0	588	\$5,883.00	0	\$16,128.00	0	\$1,466.00	0	\$2,720.00	588	26,785
14 Caldwell	* 0	663	\$6,608.00	0	\$18,077.00	0	\$1,595.00	0	\$2,995.00	663	29,938
16 Carteret	* 0	993	\$9,673.00	0	\$25,297.00	0	\$875.00	0	\$2,726.00	993	39,564
17 Caswell	* 0	933	\$8,474.00	0	\$13,544.00	0	\$0.00	0	\$0.00	933	22,951
18 Catawba	* 0	602	\$8,665.00	0	\$37,176.00	0	\$19,032.00	0	\$23,181.00	602	88,656
19 Chatham	* 0	258	\$2,964.00	0	\$10,107.00	0	\$3,233.00	0	\$4,206.00	258	20,768
20 Cherokee	* 0	866	\$8,463.00	0	\$22,294.00	0	\$968.00	0	\$2,615.00	866	35,206
22 Clay	* 0	-4	\$974.00	0	\$7,846.00	0	\$6,750.00	0	\$7,846.00	-4	23,412
23 Cleveland	* 0	712	\$9,400.00	0	\$37,362.00	0	\$16,921.00	0	\$20,912.00	712	85,307
24 Columbus	* 0	2,213	\$20,844.00	0	\$48,137.00	0	\$0.00	0	\$646.00	2,213	71,840
25 Craven	* 0	-6	\$985.00	0	\$7,937.00	0	\$6,830.00	0	\$7,938.00	-6	23,684
26 Cumberland	* 0	4,332	\$43,241.00	0	\$78,596.00	0	\$30,618.00	0	\$39,817.00	4,332	196,604
28 Dare	* 0	226	\$2,629.00	0	\$9,067.00	0	\$2,991.00	0	\$3,870.00	226	18,783
29 Davidson	* 0	246	\$2,791.00	0	\$9,298.00	0	\$2,766.00	0	\$3,643.00	246	18,744
30 Davie	* 0	91	\$1,043.00	0	\$3,564.00	0	\$1,148.00	0	\$1,491.00	91	7,337
31 Duplin	* 0	1,829	\$16,519.00	0	\$24,586.00	0	\$0.00	0	\$0.00	1,829	42,934
32 Durham	* 0	-3	\$724.00	0	\$5,836.00	0	\$5,022.00	0	\$5,836.00	-3	17,415
33 Edgecombe	* 0	1,085	\$11,391.00	0	\$22,827.00	0	\$13,402.00	0	\$13,402.00	1,085	62,107
D7 Foothills	* 0	1,342	\$12,483.00	0	\$3,209.00	0	\$3,209.00	0	\$19,657.00	1,342	39,900
34 Forsyth	* 0	4,528	\$43,292.00	0	\$108,992.00	0	\$0.00	0	\$4,781.00	4,528	161,593
35 Franklin	* 0	697	\$8,770.00	0	\$33,174.00	0	\$13,671.00	0	\$17,106.00	697	73,418
36 Gaston	* 0	1,035	\$11,499.00	0	\$37,393.00	0	\$10,247.00	0	\$13,704.00	1,035	73,878
38 Graham	* 0	566	\$5,655.00	0	\$15,493.00	0	\$1,397.00	0	\$2,600.00	566	25,711
D3 Gran-Vance	* 0	674	\$7,272.00	0	\$22,685.00	0	\$5,272.00	0	\$7,293.00	674	43,196
40 Greene	* 0	473	\$5,308.00	0	\$17,542.00	0	\$5,083.00	0	\$6,727.00	473	35,133
41 Guilford	* 0	-120	\$23,086.00	0	\$185,986.00	0	\$160,019.00	0	\$185,985.00	-120	554,956
42 Halifax	* 0	3,626	\$35,064.00	0	\$90,336.00	0	\$1,462.00	0	\$7,939.00	3,626	138,427
43 Harnett	* 0	2,110	\$22,319.00	0	\$67,507.00	0	\$13,512.00	0	\$19,351.00	2,110	124,799
44 Haywood	* 0	-17	\$3,150.00	0	\$25,379.00	0	\$21,835.00	0	\$25,380.00	-17	75,727
45 Henderson	* 0	1,362	\$12,317.00	0	\$18,818.00	0	\$0.00	0	\$0.00	1,362	32,497
47 Hoke	* 0	1,385	\$12,721.00	0	\$23,310.00	0	\$0.00	0	\$0.00	1,385	37,416
48 Hyde	* 0	-7	\$577.00	0	\$4,644.00	0	\$4,644.00	0	\$4,644.00	-7	14,502
49 Iredell	* 0	722	\$7,019.00	0	\$20,552.00	0	\$0.00	0	\$0.00	722	28,293
50 Jackson	* 0	1,164	\$9,879.00	0	\$1,727.00	0	\$0.00	0	\$0.00	1,164	12,770
51 Johnston	* 0	708	\$8,155.00	0	\$27,816.00	0	\$8,900.00	0	\$11,574.00	708	57,153
52 Jones	* 0	8	\$616.00	0	\$4,378.00	0	\$3,533.00	0	\$4,125.00	8	12,660

53 Lee	* 0	413	\$4,504.00	0	\$14,275.00	0	\$3,549.00	0	\$4,840.00	413	27,581
54 Lenoir	* 0	2,017	\$18,286.00	0	\$28,612.00	0	\$0.00	0	\$0.00	2,017	48,915
55 Lincoln	* 0	461	\$5,306.00	0	\$18,105.00	0	\$5,795.00	0	\$7,536.00	461	37,203
56 Macon	* 0	291	\$2,763.00	0	\$6,674.00	0	\$0.00	0	\$271.00	291	9,999
57 Madison	* 0	243	\$2,541.00	0	\$7,544.00	0	\$1,358.00	0	\$1,999.00	243	13,685
D4 M-T-W	* 0	903	\$10,764.00	0	\$38,368.00	0	\$13,819.00	0	\$17,633.00	903	81,487
60 Mecklenburg	* 0	1,229	\$18,995.00	0	\$85,981.00	0	\$47,365.00	0	\$57,228.00	1,229	210,798
62 Montgomery	* 0	494	\$5,598.00	0	\$18,731.00	0	\$5,647.00	0	\$7,419.00	494	37,889
63 Moore		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	0
64 Nash	* 0	2,275	\$24,539.00	0	\$76,508.00	0	\$17,729.00	0	\$24,542.00	2,275	145,593
65 New Hanover	* 0	1,241	\$14,280.00	0	\$48,717.00	0	\$15,589.00	0	\$20,272.00	1,241	100,099
66 Northampton	* 0	-8	\$1,625.00	0	\$13,091.00	0	\$11,264.00	0	\$13,090.00	-8	39,062
67 Onslow	* 0	483	\$7,641.00	0	\$35,184.00	0	\$19,804.00	0	\$23,873.00	483	86,985
68 Orange	* 0	-8	\$1,622.00	0	\$13,074.00	0	\$11,249.00	0	\$13,073.00	-8	39,010
69 Pamlico	* 0	3	\$1,335.00	0	\$10,309.00	0	\$8,695.00	0	\$10,120.00	3	30,462
71 Pender	* 0	1,486	\$13,573.00	0	\$23,406.00	0	\$0.00	0	\$0.00	1,486	38,465
73 Person	* 0	751	\$6,755.00	0	\$9,513.00	0	\$0.00	0	\$0.00	751	17,019
74 Pitt	* 0	444	\$6,952.00	0	\$31,760.00	0	\$17,702.00	0	\$21,362.00	444	78,220
75 Polk	* 0	270	\$2,502.00	0	\$642.00	0	\$643.00	0	\$3,940.00	270	7,997
76 Randolph	* 0	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	0
77 Richmond	* 0	672	\$6,439.00	0	\$16,294.00	0	\$0.00	0	\$923.00	672	24,328
78 Robeson	* 0	6,138	\$56,299.00	0	\$101,663.00	0	\$0.00	0	\$0.00	6,138	164,100
79 Rockingham	* 0	661	\$6,920.00	0	\$20,589.00	0	\$3,756.00	0	\$5,508.00	661	37,434
80 Rowan	* 0	390	\$3,782.00	0	\$9,802.00	0	\$232.00	0	\$941.00	390	15,147
82 Sampson	* 0	162	\$1,760.00	0	\$5,545.00	0	\$1,345.00	0	\$1,844.00	162	10,656
83 Scotland	* 0	477	\$4,737.00	0	\$12,832.00	0	\$987.00	0	\$1,969.00	477	21,002
84 Stanly	* 0	1,235	\$11,132.00	0	\$16,161.00	0	\$0.00	0	\$0.00	1,235	28,528
85 Stokes	* 0	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	0
86 Surry	* 0	2,058	\$19,770.00	0	\$41,862.00	0	\$4,282.00	0	\$7,574.00	2,058	75,546
87 Swain	* 0	529	\$5,445.00	0	\$15,740.00	0	\$2,377.00	0	\$3,676.00	529	27,767
D6 Toe River	* 0	-1,432	\$5,302.00	0	\$15,536.00	0	\$2,582.00	0	\$5,823.00	-1,432	27,811
88 Transylvania	* 0	1,936	\$715.00	0	\$5,763.00	0	\$4,959.00	0	\$3,823.00	1,936	17,196
90 Union	* 0	-11	\$1,979.00	0	\$15,946.00	0	\$13,719.00	0	\$15,945.00	-11	47,578
92 Wake	* 0	1,011	\$15,264.00	0	\$68,233.00	0	\$36,965.00	0	\$44,742.00	1,011	166,215
93 Warren	* 0	1,655	\$16,115.00	0	\$42,114.00	0	\$1,417.00	0	\$4,494.00	1,655	65,795
96 Wayne	* 0	3,729	\$34,036.00	0	\$56,379.00	0	\$0.00	0	\$1,765.00	3,729	95,909
97 Wilkes	* 0	413	\$4,392.00	0	\$13,406.00	0	\$2,810.00	0	\$3,979.00	413	25,000
98 Wilson	* 0	825	\$8,876.00	0	\$27,549.00	0	\$6,256.00	0	\$8,699.00	825	52,205
99 Yadkin	* 0	482	\$5,553.00	0	\$18,923.00	0	\$6,050.00	0	\$7,874.00	482	38,882
00 Yancey	* 0	258	\$2,650.00	0	\$7,768.00	0	\$1,290.00	0	\$1,940.00	258	13,906
Totals		94,078	978,233	-33	2,449,736	0	738,661	0	921,531	94,045	5,182,206

Sign and Date - Entered by DCFW Program Staff

DocuSigned by:
Marilyn Suitt 03/29/23 | 4:39 PM EDT

Sign and Date - Approved by DCFW Program Admin

DocuSigned by:
Marcia Fort 03/29/23 | 4:59 PM EDT

Sign and Date - Approved by DCFW Budget Admin

DocuSigned by:
Lisa Rogers 03/30/23 | 10:58 AM EDT

Sign and Date - Approved by DCFW Budget Sup

DocuSigned by:
Alejoia Fort 04/03/23 | 10:09 AM EDT



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)-250-5211
Attention: Stacie Saunders
Buyer Contract Request Number: 2242

CONTRACTOR

WNC Community Health Services
PO Box 338
Asheville, NC 28802
Ph: 828-285-0622
Fax:
Tax Ids: 56-1852922
Attention: Kim Wagenaar

GENERAL INFORMATION

Contract Description: FY23 Adult & Child Primary and Oral Health Care Services
Effective: July 01, 2022 - June 30, 2023
Contract Type: Services Contract Request for HHS
Contract Subtype:
Contract Classification:
Contract Subclassification:

GENERAL CONTRACT AGREEMENT

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 WNC Community Health Services ("Contractor"). Together the Contractor and the County/HHS are jointly referred to as the "Parties". The Contractor federal tax identification numbers or Social Security Numbers are 56-1852922.

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, Federal Certification Regarding Lobbying

******(Required if \$25,000 of Federal participation is involved)

- (j) If applicable, Federal Certification Regarding Debarment
 ** (Required if \$25,000 of Federal participation is involved)
- (k) If applicable, HIPAA Business Associates Addendum
 or HIPAA Government Associates Addendum
 ** (Required if any health related information is shared)
- (l) If applicable, Certification of Transportation
 ** (Required if providing transportation services)
- (m) If applicable, IRS federal tax exempt letter or 501(c)(3) <https://www.irs.gov/uac/about-form-1023>
- (n) If applicable, Certain Reporting and Auditing Requirements
 ** (Required if Contract is for Financial Assistance based on Contract Determination
 Questionnaire)
- (o) If applicable, Service Integration and Coordination
- (p) If applicable, Subrecipient Requirements

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 01, 2022 and shall terminate on June 30, 2023. 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:

Stacie Saunders
 Health & Human Services – Public Health Director
 40 Coxe Ave. Asheville, NC 28801
 (828) 250-5211
Stacie.Saunders@buncombecounty.org

FOR THE CONTRACTOR:

Kim Wagenaar
 CEO
 PO Box 338
 Asheville, NC 28802
 828-285-0622
kwagenaar@wncchs.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 upon request and as reasonably available it will identify to the County all jobs related to the contract that have been outsourced to other countries, if any.
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.

Notwithstanding the foregoing, County waives this provision only as it applies to Contractor's assignment of this Agreement to Hospital Corporation of America.

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 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:

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.

(a) Worker's Compensation - If the Contractor is an employer, the contractor shall provide and maintain Worker's Compensation Insurance at the statutory limits in compliance with applicable State and Federal laws, as well as employer's liability coverage with minimum limits of \$1,000,000 each accident/\$1,000,000 disease each employee/\$1,000,000 disease policy limit, covering all of Contractor's employees who are engaged in any work under the contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.

(b) Commercial General Liability-- General Liability Coverage naming Buncombe County as "ADDITIONAL INSURED" on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate (Defense cost shall be in excess of the limit of liability.) The Contractor understands and agrees that the insurance coverage minimums specified are not limits, or caps, on the Contractor's liability or obligations under this contract. If applicable Public Transportation a minimum amount of \$5,000,000 per occurrence and \$5,000,000 aggregate.

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

(c) Automobile Liability Insurance- This attachment is not applicable to this contract.

(d) Professional Liability Insurance- Professional Liability Insurance shall be maintained in the minimum amount of \$1,000,000.00 per claim and \$3,000,000 aggregate. The policy shall remain in effect two (2) years following expiration or termination of this Agreement and shall provide for a retroactive date no later than the inception date of this Agreement.

(e) Cyber liability insurance - This attachment is not applicable to this contract.

(f) The Contractor may obtain a waiver of any one or more of the requirements by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified. The County shall be the sole judge of whether such a waiver should be granted.

(g) The Contractor may obtain a waiver of any one or more of the requirements by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than coverage and limits specified. The County shall be the sole judge of whether such a waiver should be granted.

(h) 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.

(i) 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. However, the Contractor may obtain insurance through an owned or controlled insurer that provides professional and general liability insurance at the levels required. All such insurance shall meet all laws of the State of North Carolina.

- (j) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.
- (k) The Contractor shall require its subcontractors to comply with the requirements of this paragraph.
- (l) 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.
- (m) Contractor shall not be obligated to maintain property insurance on its furnishings, fixtures, equipment and personal property. All furnishings, fixtures, equipment, and property of every kind of description of Contractor and of person claiming by, through or under Contractor which may be on County property shall be at the sole risk and hazard of Contractor and no part of loss or damage to such property from whatever cause shall be charged to, or borne by, County.
- (n) 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. PERFORMANCE IMPROVEMENT PLAN

- (a) In the event a Contractor fails to satisfy performance requirement to comply with the terms of this contract, the County may provide the Contractor with written notification identifying the relevant performance requirement or term and how the Contractor failed to satisfy it.
- (b) The Contractor and County shall work together to develop a performance improvement plan to address the non-compliance. The Parties will consider and address the Contractor's written disagreement with the identified non-compliance, if any, in the development of the performance improvement plan.
- (c) The performance improvement plan shall include, at a minimum:
 - i. The role and responsibility of County in providing support to the Contractor to address the non-compliance.
 - ii. The specific actions the Contractor will take to address the non-compliance and ensure ongoing compliance.
- (d) The performance improvement plan shall be signed by the County and the Contractor. However, the opportunity for a Performance Improvement remedy will be applied solely at the discretion of the County.

4. CORRECTIVE ACTION

In the event the Contractor fails to satisfy a performance requirement or comply with the terms of the contract for an extended period of time and is not meeting the terms of the performance plan, the Contractor and County will enter into a corrective action plan, not to exceed a period of twelve months. An extended period of time is defined as three months within the period of the performance improvement plan, measured beginning with the first month after which the performance improvement plan is signed. The County will notify Contractor of intent to create a corrective action plan via certified mail.

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

- A strategy to ensure regular supervisory oversight of the program
- 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 notice of intent to create a corrective action plan until an acceptable plan is created. No invoices will be paid until all corrective action data submission timelines are met.

The opportunity for a Corrective Action remedy will be applied solely at the discretion of the County.

5. 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.

6. 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.

7. OVERSIGHT

Audit: All Contractors are subject to being selected for audit by the County, in the course of regular quality review of contracts. Auditors will have access to persons and records related to all contracts or grants entered into by the Contractor and County.

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, including the County.

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.

8. 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.

9. MISCELLANEOUS

Choice of Law: This Agreement shall be governed by the laws of the State of North Carolina and should any claim or dispute arise between the Parties that cannot be resolved amicably, then any action to enforce or interpret its terms shall be brought in the General Court of Justice of Buncombe County, North Carolina which shall have venue and jurisdiction over the subject matter and the Parties. All rights and remedies of County under this Agreement shall be cumulative and none shall exclude any other rights or remedies allowed by law or by equity. The Parties hereby agree that this paragraph establishes exclusive and sole venue and jurisdiction for any legal proceeding in Buncombe County, North Carolina.

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.

10. 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 is 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.

11. 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: https://www.buncombecounty.org/common/humanServices/BC_Social_Media_Policy.pdf

C) SCOPE OF WORK

HHS will:

1. Not establish requirements for the delivery of Health Services contrary to Section 330 of the Public Health Service Act.
2. Join in partnership with contractor to provide dental, primary care, behavioral health, and preventive child health services to the citizens of Buncombe County.

The Contractor will:

1. By August 31 of each year, collaboratively develop a performance plan for the health services funded through this contract.
2. Maintain all requirements set forth by Health Resources and Services Administration (HRSA) for the delivery of Health Services in Section 330 of the Public Health Service Act and assure compliant status as a Federally Qualified Health Center (FQHC).
3. Ensure all staff have and maintain licenses and certifications as required by the State of North Carolina.

4. Ensure health services are delivered in a culturally sensitive manner and strive to be a trauma responsive health care provider.
5. Establish a fee structure in conformity to HRSA regulation and be responsible for billing and collection of any third party payors.
6. Regularly assess consumer opinion and satisfaction in order to provide services at times and locations that assure accessibility and meet the needs of the population to be served.
7. Make available all data, dashboards, documents, and records concerning health services contracted for performance (programmatic, personnel, operating, and fiscal) upon request of the Buncombe County contract monitor.
8. Provide space for Buncombe County Department of Social Services employees to screen, evaluate, enroll, and re-enroll patients for Medicaid and NC Health Choice for Children; space for WIC staff to enroll and issues benefits; and space for care managers for pregnant women and children 0-5 to provide services to patients of WNCCHS.
9. Provide performance measures reporting on a quarterly basis according to the annual performance plan as set forth in item 1.
10. Maintain active participation in the HHS Safety Net and Prenatal Safety Net Committees.
11. The Contractor shall be available and able to respond to a public health emergency as identified by the Health Director or his/ her designee and shall coordinate with HHS in the planning and coordination of public health preparedness exercises as requested.
12. Provide all required primary, preventive, dental, medical, behavioral and additional health services as appropriate and necessary.

Fiscal Provisions:

1. The HHS shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the HHS to the Contractor under this Contract shall not exceed \$2,405,000.00 for the contract period for Primary, behavior and Child Health Services. HHS will pay the Contractor a total that shall not exceed \$221,000 for dental services. Thereafter, said total amounts paid shall be adjusted as set forth above.
2. A total of 12 payments will be made over the scope period of this contract. An initial payment to vendor upon execution of this contract will be made for a total of \$218,834 which equals: \$200,417 for Primary Care and \$18,417 for Dental Health. Ten additional payments totaling \$218,834 will be made which equals: \$200,417 for Primary Care and \$18,417 for Dental Health. The 12th and final payment made will be for \$218,826 which equals: \$200,413 Primary Care and \$18,413 for Dental health.
3. The vendor will provide monthly invoicing as follows: a) For services in August, 2022 the invoice will be submitted no later than September 15, will be dated August 30 and will reflect the number of patients served in the month of August. b) Subsequent monthly invoices will be submitted no later than the 15th of the month following, dated the last day of the month prior, and will reflect the number of patients served.
4. The final invoice for FY23 will be submitted no later than July 4, 2023 for the services provided in June, 2023 and will be dated June 30, 2023.
5. The HHS will report this disbursement under the following budgetary line item:

Budget Request:

Fund	Cost Center	Program	Spend Category	Amount
100 General	Public Health	Dental Clinic	Contracts, Grants & Subcontractors	221,000.00
100 General	Public Health	Adult Primary Care	Contracts, Grants & Subcontractors	2,405,000.00

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:

Additional Location(s)	Address	City	State	Zip Code
Primary	257 BILTMORE AVENUE	ASHEVILLE	NC	28801

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.

By signing this contract, the undersigned agrees to adopt and adhere to the following policies:

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

- A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.
- B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. 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 a Board or other governing body member, officer, employee or agent is

acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

- C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:
 - 1. The Board member or other governing person, officer, employee, or agent;
 - 2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
 - 3. An organization in which any of the above is an officer, director, or employee;
 - 4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.
- D. Duty to Disclosure -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.
- E. Board Action -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists. In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.
- F. Violations of the Conflicts of Interest Policy -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.
- G. Record of Conflict -- The minutes of the governing board and all committees with board delegated powers shall contain:
 - 1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
 - 2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

If the Contractor elects to provide a copy of an adopted Conflict of Interest Policy in lieu of the above policy, it must be submitted and approved by the County before the Contract will be signed by the County. Otherwise, it is understood that the Contractor will be agreeing to and adopting the Policy outlined above by signing this Contract.

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. Contractor further understands 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. Contractor also acknowledges and understands 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 February 18, 2020, no person shall use any tobacco product, including, but not limited to: snuff, chewing tobacco, smokeless tobacco, e-cigarettes or vaping tool, 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

Contractor agrees to comply with all federal, state and local laws, administrative regulations and licensing requirements that are applicable to this contract, including but not limited to the following:

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](http://www.hhs.gov/ocr/civilrights/resources/specialtopics/tanf/crrequirementsfederalemloyment.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 and is the responsibility of all Buncombe County workforce members, including employees, students, volunteers and contractors to preserve and protect confidential client, employee and business information.

<http://hhs.buncombe.org/HHS->

<HR/Documents/Confidentiality%20and%20Access%20December%202018.pdf>

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

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: https://www.ncleg.net/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: <http://www.ncga.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf>

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:

X 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. CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Notwithstanding other provisions of federal OMB Circulars-CFR Title 2, Grants and Agreements, Part 200, costs associated with the following activities are unallowable:

- a. Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activity;
- b. Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections;
- c. Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity), or with any Government official or employee in connection with a decision to sign or veto enrolled legislation;
- d. Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or
- e. Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

J. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, ET AL.

By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

1. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant will provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
5. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

K. HIPAA BUSINESS ASSOCIATE ADDENDUM

If applicable, Business Associate Agreement will be executed as a separate document.

L. CERTIFICATION REGARDING TRANSPORTATION

This attachment is not applicable to this contract.

M. 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.

What Must a County Department of Health and Human Services do?

Answer: Verify the Tax Exempt Letter. Check date for expiration and check if current address of agency is reflected.

N. NOTICE OF CERTAIN REPORTING AND AUDIT REQUIREMENTS

The purpose of this section is to communicate and obtain acknowledgement of receipt by the Contractor of programmatic and fiscal compliance monitoring guidelines in accordance with the Office of Management and Budget's (OMB) Uniform Guidance 2 CFR Part 200, Subpart F, which requires that pass-through entities monitor the activities of their subcontractors as necessary to ensure that federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreements and to determine if performance goals are being achieved.

BCHHS is a pass-through entity and is required to monitor the activities of their subrecipients as necessary to ensure that federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreements and determine if performance goals are being achieved. Buncombe County Health and Human Services has identified your organization as a subrecipient of federal awards, and therefore must provide you with the following information:

- ☐ Subaward Data Form
- ☐ Internal Control Questionnaire

The Internal Control Questionnaire is required of the subrecipient in order to determine the appropriate level of monitoring required. The intent is to set a limited scope for the overall monitoring effort, as well as determining subrecipient risk.

Subrecipients are assessed for risk based on, but not limited to, the following: subrecipient financial reporting; findings from the single county audit or independent audits; findings and follow-up from any previous corrective action plan; complexity of the program; prior experience with the subrecipient and history; past experience with paybacks; size of the award and percentage of award allocated to subrecipient; complexity of award requirements; single or multi-year award; management systems, internal controls and financial stability; and other relevant factors identified by the monitoring staff.

1. Important Note for Audit Requirements

If you receive \$750,000 or more in Federal funds, then an annual audit must be performed in accordance with the Single Audit Act of 1984 (amended in 1996) and 2 CFR 200. The audit report must be submitted to the North Carolina Department of Health and Human Services and the State Auditor under G.S. 143C-6-23. Those subrecipients which receive less than \$750,000 in Federal funds may nonetheless be selected for audit by Independent Auditors auditing BCHHS or by internal auditors of BCHHS.

2. Monitoring Requirements

BCHHS is required, as a pass-through entity, to perform various monitoring activities, such as reviewing reports submitted by the subrecipient; performing site visits to review financial and programmatic records and observe operations; arranging for agreed-upon procedures engagements for certain aspects of

activities, such as eligibility determinations; reviewing the subrecipient's single audit or program-specific audit results; evaluating audit findings and the subrecipient's corrective action plan; and other relevant factors identified by the monitoring staff.

O. SERVICE INTEGRATION AND COORDINATION

This attachment is not applicable to this contract.

P. SUBRECIPIENT REQUIREMENTS

This attachment is not applicable to this contract.

Certification Warranty:

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

Contractor Signature: Kim Wagenaar, Date: August 11, 2022
Sign in presence of Notary Public

County of Buncombe

State of North Carolina

I, Jennifer N Latta Notary Public for said
Notary Public

County and State, certify that Kim Wagenaar, personally appeared
Signor of Contract if Corporation / Name of individual if sole proprietor.

before me this day and acknowledge that he/she is Kim Wagenaar
Name of Signatory

of Western North Carolina Community Health Services and by that authority duly
Company and City if Corporation / City if Sole Proprietor

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

Sworn to and subscribed before me this 11 day of August, 2022



Jennifer N Latta
(Official Seal) Jennifer N Latta
Notary Public

My Commission expires July 25, 2027

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

Kim Wagenaar August 11, 2022
Signature Date
Kim Wagenaar
Printed Name

County

Avril M. Pinder 8/26/2022
Signature Date
Avril M. Pinder Title: County Manager
Printed Name Buncombe County

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

Dell P
Buncombe County Chief Financial Officer

Contract/Agreement Summary:

With Buncombe Co HHS and MAHEC

About School Nurses

Date Range 7/1/23 - 6/30/24

More _____

**CONTRACT FOR SCHOOL HEALTH SERVICES AGREEMENT BETWEEN
ASHEVILLE CITY SCHOOLS SYSTEM AND
BUNCOMBE COUNTY, A BODY POLITIC, BY AND THROUGH BUNCOMBE COUNTY
HEALTH AND HUMAN SERVICES
AGREEMENT 3118**

THE UNDERSIGNED AGREE TO THE FOLLOWING CONDITIONS:

Buncombe County, a body politic, by and through Buncombe County Health and Human Services (BCHHS) and the Asheville City Schools (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 with MAHEC for the provision of school health services. MAHEC will employ and supervise the school nurses who serve the Asheville City Schools with medical oversight provided by the MAHEC Family Medicine physicians. The services provided by the nurses will be in accord with BCHHS and School Health Division policies as long as policies. In the event of a public health emergency, staff will perform duties as outlined by the BC Health Director.

Asheville City Schools (ACS) will **reimburse BCHHS \$143,119.00** to be applied to support the services of Public Health Nurse Positions. Services with time allocations of the School Nurses are prioritized based on needs of all schools served by the nurses. ACS 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 Wi-Fi access and/or network jack, and a locking file cabinet.

ACS 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 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 The Family Educational Rights and privacy Act (FERPA) Statute (20 USC & 1232g); Regulations-34 CFR Part 99) in accordance with the administrative regulations of the Asheville City School Board of Education for collection and dissemination of student records. Specific student health information shared with the school nurse will be maintained in confidence.

ACS will be billed by BCHHS quarterly (September 15, 2023, December 15, 2023, March 15, 2024, and June 15, 2024) on the basis of a yearly total of \$143,119.00. The State funding will be managed by BCHHS. The term of this agreement shall be from July 1, 2023 through June 30, 2024.

Cyril Dockery 8/17/2023

April Dockery

Date

Federal Tax ID # 56-6001809

Stoney
Blevins

Digitally signed by Stoney
Blevins
Date: 2023.08.16
11:45:21 -04'00'

Stoney Blevins, Director BCHHS Date

Federal Tax ID # 56-6000279

This instrument has been preaudited in the manner required by the School Budget and Fiscal Control Act.

[Signature] 8/15/23

Finance Officer

Date

Maggie Lehman 9/13/23
Superintendent Approval

[Signature] 9/11/23

ACS Board Chair

Date

**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 2339

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 with medical oversight provided by the MAHEC Family Medicine physicians. 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 charter school board policies. In the event of a public health emergency, staff will perform duties as outlined by the BC Health Director.

Buncombe County School Systems (BCS) will reimburse BCHHS \$151,752.00 to be applied to support the services of Public Health Nurse Positions. Services with time allocations of the School Nurses are prioritized based on needs of all schools served by the nurses. BCS 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 guest-level WIFI access and/or network jack, a BCS email account and a locking file cabinet. BCS will also provide all school nurses with a key card access badge to allow for nurses to access the school building(s) they are assigned to in their primary roles in addition to any buildings they serve as back-up support. If the key card is lost, the employee will be responsible for the cost of the replacement badge.

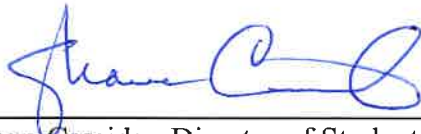
BCS and BCHHS will appoint liaison personnel who will be responsible for administrative issues necessary to ensure the continued successful operation of the program. Both BCS and BCHHS will conduct and on-going evaluation of the cooperative efforts. Both parties agree to abide by the School Health Program 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 The Family Educational Rights and privacy Act (FERPA) Statute (20 USC & 1232g); Regulations-34 CFR Part 99) 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 will be billed by BCHHS quarterly (September 15, 2023, December 15, 2023, March 15, 2024, and June 15, 2024) on the basis of a yearly total of \$151,752.00. The State funding will be managed by BCHHS. The term of this agreement shall be from July 1, 2023 through June 30, 2024.

In accordance to North Carolina General Statutes § 115C-238.29H. No indebtedness of any kind incurred or created by a charter school shall constitute an indebtedness of the State of North Carolina and/or its political subdivisions, and no indebtedness of a charter school shall involve or be secured by the faith, credit, or taxing power of the State of North Carolina and/or its political subdivisions.

 8/1/23

Shane Cassida, Director of Student Services Date
Federal Tax ID # 56-6000994

Stoney
Blevins

Digitally signed by Stoney
Blevins
Date: 2023.08.02
11:13:32 -04'00'

Stoney Blevins, Director BCHHS Date
Federal Tax ID # 56-6000279

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

 8/1/2023
Finance Officer Date
Charter Schools