



LEE COUNTY BOARD OF COMMISSIONERS
MCSWAIN EXTENSION EDUCATION AND AGRICULTURE CENTER
2420 TRAMWAY ROAD
SANFORD, NC 27330

March 6, 2023

MINUTES

Roll Call

Present: Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Bill Carver, Mark Lovick, Taylor Vorbeck

CALL TO ORDER

Chairman Kirk Smith called the meeting to order at 6:00 p.m.

INVOCATION

Commissioner Cameron Sharpe led the Board in a moment of silence and the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

I. ADDITIONAL AGENDA

Chairman Smith asked to add item VIII. Closed Session to the agenda.

Motion: Motion to approve the Agenda as amended.

Mover: Cameron Sharpe

For: 7 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Bill Carver, Mark Lovick, Taylor Vorbeck

Motion Result: Passed

II. APPROVAL OF CONSENT AGENDA

Commissioner Robert Reives had questions about OSBM contracts and asked for that item (II.A) to be moved to Old Business. Chairman Smith said the item would now be IV.D under Old Business.

Motion: Motion to approve the Consent Agenda as amended.

Mover: Robert Reives

For: 7 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Bill Carver, Mark Lovick, Taylor Vorbeck

Motion Result: Passed

II.A OSBM- Senator Burgin Grant Contracts

Moved to Old Business as Item IV.D.

II.B Approval of Budget Amendment #03/06/23/11

BA 3-6-23.pdf

II.C Acceptance of Domestic Preparedness Region Maintenance Grant

HSGP DPR Maintenance project award letter DPR6 Lee shelter trailer.doc

HSGP DPR Maintenance project award letter DPR6 Lee generator.doc

II.D Approve Application for the North Carolina Emergency Management Capacity Building Grant

II.E MOA between Wildlife Resources and Lee County Government

River_access1.jpg

Lee County 15 501 PFA MOA.pdf

II.F Use of Medicaid Cost Settlement Funds

II.G Request to accept additional funds in the Communicable Disease /TB Control Program

551-2 FY23 Lee.pdf

II.H Approve FY 23-24 State Consolidated Agreement

CA FY24 Lee.pdf

II.I Request to accept additional funds in the WIC Program

403-2 FY23 Lee.pdf

II.J Grace Christian School Request for Fireworks Displays at Baseball Games Grace

Christian Documents.pdf

II.K Commissary Contract for the Lee County Jail

Kimble's Original Contract.pdf

Amendment to Contract.pdf

II.L Approve the Sale of Property Located at 0 Olivia Road PIN 9558-73-9361-00 Final

Resolution Olivia Road.docx

Final Closing Statement 0 Olivia Road.docx

II.M Approve Sale of 721 Cox Maddox Road

Final Resolution Cox Maddox Road.docx

Final Closing Statement 721 Cox Maddox Road.docx

II.N Minutes from the February 20, 2023 Regular Meeting

BOC Regular Meeting Minutes_2-20-23_final.docx

III. PUBLIC COMMENTS

- Gabrielle Saunders, 223 Wicker Street (Veteration)

IV. OLD BUSINESS

IV.A Planning Board recommendation for a rezoning request on Valley Road

Planner I Curtis Lee presented the Planning Board's recommendation for a rezoning request on Valley Road. He asked the commissioners to acknowledge any conflicts of interest, and there were none. The application was submitted by Thomas Beck to rezone one parcel of land totaling 2.27 acres from Residential Restricted (RR) to Residential Agricultural (RA).

01-REZ@VALLEY RD-THOMAS BECK.pdf

Motion: Motion that the proposed zoning map amendment IS consistent with the Plan SanLee long range plan designation of Countryside as Residential Agricultural (RA) is a desired zoning district and single-family dwellings are permitted.

Mover: Bill Carver

For: 7 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Bill Carver, Mark Lovick, Taylor Vorbeck

Motion Result: Passed

Motion: Motion that the Board of Commissioners APPROVE the proposed zoning map amendment because the site is appropriate for a Residential Agricultural (RA) land use.

Mover: Robert Reives

For: 7 - Cameron Sharpe, Kirk Smith, Bill Carver, Mark Lovick, Taylor Vorbeck, Dr. Andre Knecht, Robert Reives

Motion Result: Passed

IV.B Planning Board recommendation for a rezoning request on Tramway Road

Planner I Curtis Lee presented the Planning Board's recommendation for a rezoning request on Tramway Road. He asked the Commissioners to acknowledge any conflicts of interest, and there were none. The application was submitted by Sally Nobling to rezone two parcels of land totaling 2.86 acres from Residential Agricultural (RA) to Light Industrial (LI). Commissioner Taylor Vorbeck asked if any LI use could occur at the site if the business sold and Mr. Lee confirmed that it could.

02-REZ@TRAMWAY RD-SALLY NOBLING.pdf

Motion: Motion that the proposed zoning map amendment IS consistent with the Plan SanLee long range plan designation of Maker District, rather than Countryside, as the site is ideal for a small-scale light industrial use.

Mover: Robert Reives

For: 7 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Bill Carver, Mark Lovick, Taylor Vorbeck

Motion Result: Passed

Motion: Motion that the Board of Commissioners APPROVE the proposed zoning map amendment because the site is appropriate for Light Industrial use.

Mover: Taylor Vorbeck

For: 7 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Bill Carver, Mark Lovick, Taylor Vorbeck

Motion Result: Passed

IV.C Planning Board recommendation for a text amendment to the Lee County Unified Development Ordinance

Zoning Administrator Amy McNeill presented the Planning Board's recommendation for a text amendment to the Lee County Unified Development Ordinance regarding mobile food vendors. Ms. McNeill asked the commissioners if there were any conflicts of interest. Commissioner Mark Lovick said his wife has a shaved ice business. Shaved ice does not qualify as a food truck so that is not a conflict of interest and there were no other conflicts. Commissioner Andre Knecht asked to table this item and return it to the Planning Board to consider the Commissioners' concerns. Commissioner Reives asked for the Planning Board to look at the food truck park as well. Ms. McNeill said the City of Sanford and Town of Broadway have already adopted this amendment, but the County can have a different ordinance if that is preferred.

03-TA@MOBILE FOOD VENDORS.pdf

Motion: Motion to Table

Mover: Dr. Andre Knecht

For: 7 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Bill Carver, Mark Lovick, Taylor Vorbeck

Motion Result: Passed

V. NEW BUSINESS

V.A 2022 Lee County Community Health Assessment (CHA)

Michelle Vasquez, Health Education Supervisor at the Health Department, gave a brief overview of the Community Health Assessment (CHA), a copy of which is attached and incorporated into these minutes. The CHA is available in English and in Spanish, and the Health Department has paper copies and a link to it on their webpage. Ms. Vasquez said the submissions tripled compared to the last study in 2018 likely due to partnering with Central Carolina Hospital. The Health Department will create health plans for each of the identified needs in the assessment to implement in April and report to the State in September.

Central Carolina_CHNA - Lee County, NC Presentation 2022 FINAL (3).pdf

V.B Land Water Conservation Fund Land Conversion

Parks and Recreation Director Joseph Keel presented the Land Water Conservation Fund Land Conversion between Kiwanis Children's Park and Horton Park to the Board. NCDOT will construct a traffic circle at the intersection of Wicker and Carthage in 2024 and requires .13 acres of Kiwanis Children Park. Kiwanis Children Park is tied to Land Water Conservation Funds (LWCF) and the National Park Service requires a Land Conversion process to take place for DOT to use the .13 acres of Kiwanis Children Park as a right of way. The City of Sanford has agreed to use 2.52 acres adjacent to Horton Park as the Land Swap which will allow for Phase II of the Horton Park project to include walking trails. Staff and the Parks and Recreation Advisory Commission believe that is a benefit to our park system. DOT has also agreed to build a new shelter on the 2.52 acres of land at Horton Park and the existing shelter at Kiwanis Children's Park will be removed.

KiwanisPark_20230207.pdf

Entire_Horton_Park_20230207.pdf

Motion: Motion to approve the land swap at Kiwanis Children Park and Horton Park and authorize the Chairman to sign Horton Park Land Conversion map.

Mover: Robert Reives

For: 7 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Bill Carver, Mark Lovick, Taylor Vorbeck

Motion Result: Passed

V.C Approve Supplemental Opioid Settlement Funds and Authorizing Resolution County Attorney Whitney Parrish spoke to the Board about the second round of opioid settlement funds. She reminded the Board that in August 2021, Lee County Government, along with all NC counties, approved a Memorandum of Agreement between Lee County and the NC Attorney General's Office. This MOA guides how the first round of opioid settlement funds could be spent by counties in North Carolina. There are now newly negotiated settlement funds which have the potential to bring additional resources to Lee County. The State received \$ 600 million in the second round to be distributed to the participating counties. This second wave is set to occur with Walmart, Walgreens, CVS, Allegran, and Teva. The distribution of the fees will be similar to the first wave, with additional fees for local counsel: the state is set to receive 15%, local governments 84.62%, and .38% to local counsel. The County's local counsel advised us to approve the resolution and the supplemental agreement for the additional opioid funds. Ms. Parrish feels comfortable to move forward with this.

Supplemental Agreement for Additional Opioid Settlement Funds.pdf
NCACC-Resolution-2nd-Wave-NC-Opioid-Allocation-SAAF.docx

Motion: motion

Mover: Robert Reives

For: 7 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Bill Carver, Mark Lovick, Taylor Vorbeck

Motion Result: Passed

VI. MANAGERS' REPORTS

County Manager Lisa Minter addressed non-profit funding and advised the Board that last year the Board capped funding at \$65,000, required applicants to have an individual within their organization to be bonded at \$10,000 bond, and to have paid property taxes. In the past, the Board has opened up the applications to any non-profit; however, at the annual Board Retreat this year, the Board decided not to accept new applications for County-funded grants. Chairman Smith believes there may be some confusion due to the different money sources between the County's annual grant awarding, Senator Burgin's funds through the State, the ARPA funds and the opioid settlement funds. Commissioner Reives noted that organizations had to show proof that their service benefits the County. Commissioner Bill Carver asked if the Board would readdress that sum of money annually and consider anyone who applies. Commissioner Knecht noted this piece of the budget takes a lot of time, and the Board picked some of these organizations because of their great track record. Mrs. Minter said the minimum grant is \$2,000 and the maximum is \$10,000.

Motion: Motion to make grant funding applications available to all non-profits.

Mover: Bill Carver

For: 3 - Bill Carver, Mark Lovick, Taylor Vorbeck

Against: 4 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith

Motion Result: Failed

VII. COMMISSIONERS' COMMENTS

Tax Administrator Michael Brown addressed the Board about the current reappraisal and demonstrated the COMPR website for users to see comparable sales. The website is accessible on the Tax Department site on the County's website, which is www.leecountync.gov.

Commissioner Cameron Sharpe told the Board that he recently retired as a corrections officer and took a job with the City of Sanford in their Planning and Community

Development department and wanted to disclose that information. He plans to recuse himself from any votes pertaining to the department and will check with the County Attorney regarding any potential conflicts or perceptions of conflicts before voting.

VIII. CLOSED SESSION

VIII.A Closed Session per N.C. General Statute § 143-318.11(a)(3) to consult with our attorney to preserve the attorney-client privilege.

Motion: Motion to go into Closed Session per N.C. General Statute § 143-318.11(a)(3) to consult with our attorney to preserve the attorney-client privilege.

Mover: Dr. Andre Knecht

For: 7 - Bill Carver, Mark Lovick, Taylor Vorbeck, Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith

Motion Result: Passed

The Board went into Closed Session at 7:42 p.m. and the Chairman asked for a five-minute recess. Commissioner Sharpe left at 7:48 p.m.

Motion: Motion to go back into Open Session. The Board returned to Open Session at 8:09 p.m.

Mover: Mark Lovick

For: 6 - Dr. Andre Knecht, Robert Reives, Kirk Smith, Bill Carver, Mark Lovick, Taylor Vorbeck

Absent: Cameron Sharpe

Motion Result: Passed

ADJOURN

Motion: Motion to adjourn. The Board adjourned at 8:10 p.m.

Mover: Robert Reives

For: 6 - Dr. Andre Knecht, Robert Reives, Kirk Smith, Bill Carver, Mark Lovick, Taylor Vorbeck

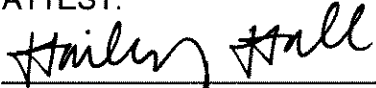
Absent: Cameron Sharpe

Motion Result: Passed


Kirk Smith, Chairman

Lee County Board of Commissioners

ATTEST:


Hailey Hall, Clerk to the Board



MEMO TO: LEE COUNTY BOARD OF COMMISSIONERS
 FROM: LISA MINTER, LEE COUNTY MANAGER
 SUBJECT: BUDGET AMENDMENT:# 3/06/23/11
 DATE: March 06, 2023

SECTION I. THE FOLLOWING GENERAL FUND (1100) REVENUE INCREASES ARE HEREBY APPROVED:


DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
Health	1100-3510-33320	DEHNR WIC	370,040	9,711	379,751
Health	1100-3510-33480	DEHNR TB	11,509	2,770	14,279
Health	1100-3510-33299	MEDICAID COST Settlement	17,671	6,000	23,671
			-	-	-
				-	-
				-	-
TOTAL CHANGES				18,481	

SECTION II. THE FOLLOWING GENERAL FUND (1100) EXPENSE INCREASES ARE HEREBY APPROVED:

DEPARTMENT	ACCOUNT #	DESCRIPTION	CURRENT BUDGET	CHANGE	NEW BUDGET
WIC-CS	1100-5105-44100	Office/Dept Supplies	1,086	300	1,386
WIC-CS	1100-5105-43960	Contracted Services	-	9,411	9,411
Health- Comm Dis	1100-5115-44730	Laboratory Services & Testing	11,302	1,385	12,687
Health- Comm Dis	1100-5115-43110	Professional Serivces-Medical	750	1,385	2,135
Health-Maternal	1100-5101-44730	Laboratory Services & Testing	17,926	6,000	23,926
				-	-
TOTAL CHANGES				18,481	


 KIRK SMITH, CHAIR




 HAILEY HALL, CLERK TO THE BOARD

MEMORANDUM OF COOPERATIVE AGREEMENT

BETWEEN

NORTH CAROLINA WILDLIFE RESOURCES COMMISSION

AND

LEE COUNTY, NORTH CAROLINA

THIS Agreement, made and entered into this 10th day of March, by and between the **North Carolina Wildlife Resources Commission** (hereinafter called the **Commission**) and **Lee County, North Carolina** (hereinafter called the **County**);

WITNESSETH:

Whereas, the **Commission** is authorized to create and improve public boating and fishing access for the benefit of the boaters and anglers of North Carolina;

Whereas, it is desirable for public access to the Deep River at the Hwy 15/501 bridge, (hereinafter called the 15/501 PFA), to be improved;

Whereas, it is desirable for the **County** to maintain, improve, and increase recreational opportunities for the public by cooperating with the **Commission** to improve public fishing access at the 15/501 PFA;

Now, therefore, in consideration of the mutual advantages likely to result from this Agreement and the respective obligations assumed herein,

A. The COMMISSION agrees:

1. To design and construct improvements for the 15/501 PFA facility, including construction of a new floating fishing pier with kayak/canoe launch, construction of an accessible route to the pier from the County's accessible trail system, and installation of a kiosk at the 15/501 PFA location;
2. To serve as the manager of the construction project, applying for and complying with all permits necessary for the improvements for the 15/501 PFA;
3. To provide construction materials (*e.g.*, stone, hardware, gravel, concrete, lumber, etc.) for the fishing pier, accessible route, and kiosk at the 15/501 PFA site;
4. To provide personnel and equipment necessary for demolition, excavation, construction of the fishing pier, accessible route, and kiosk at the 15/501 PFA location;
5. To provide funds for materials and services to complete the project with funding appropriated in the 22-23 NC budget to NC WRC;

6. To be responsible for future necessary repairs to the fishing pier at the 15/501 PFA site that require design consultation;
7. To assist with public awareness of the site through inclusion on the Commission webpage, as well as providing and installing a kiosk and signage identifying the 15/501 PFA;
8. To comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with this Agreement, including those of federal, federal uniform guidance, state, and local agencies having jurisdiction and/or authority.

B. The COUNTY agrees:

1. To be responsible for any repairs that do not require design consultation, including, but not limited to, replacement of damaged boards, kayak launch repairs, or minor shoreline stabilization repairs that do not require a permit modification;
2. To maintain the grounds surrounding the site, keeping the grass mowed at regular intervals and removing litter;
3. To ensure that the **Commission** is recognized in all press releases, brochures, and advertisements developed by the **County** concerning visitation and use of the 15/501 PFA;
4. To permit the launch and recovery of canoes, kayaks, and other float fishing vessels by the general public at the 15/501 PFA;
5. To permit public access to the 15/501 PFA for fishing activities;
6. To maintain the public parking area and restrooms at the 15/501 and allow patrons of the 15/501 PFA to use the parking area and restrooms.
7. To take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability; and
8. To comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with this Agreement including those of federal, state, and local agencies having jurisdiction and/or authority.

C. It is mutually agreed:

1. That 15/501 Public Fishing Area is the formal name of the access area;
2. That the purpose of the 15/501 Public Fishing Area is to provide public access for fishing. It is unlawful to use a public fishing area for purposes other than fishing as stated in 15A NCAC 10E .0104(g).

3. That the kayak launch, and accessible route at the 15/501 PFA site shall become the property of the **County** after construction is completed;
4. That should the 15/501 PFA site change ownership or be permanently closed to the public during the life of this agreement, the **County** will reimburse the **Commission** a prorated share of those funds contributed by the **Commission** toward the improvements agreed to herein;
5. That the kayak launch at the 15/501 PFA site will be open to the public with no closure of the site except for repair purposes, emergency situations, limited special uses which have received a Special Use Permit from the **Commission**, or best management practices as determined by the **Commission**;
6. That nothing in this Agreement shall obligate either party to any conditions not specifically stated herein;
7. That this Agreement shall become effective as soon as it is signed and dated by both parties and shall continue in effect for 25 years from the date of signing. At the end of the 25-year term, this Agreement may be renewed with approval of both parties;
8. That either party may terminate its involvement in this Agreement by written notice to the other at least 90 days in advance of the date on which termination is to become effective. The party terminating the Agreement shall reimburse the other party by paying a pro-rated portion of the funds spent up to the point of termination;
9. That during and after the term hereof, the State Auditor and anyone using the agency's internal auditors shall have access to persons and records related to this Agreement to verify accounts and data affecting fees or performance under the Agreement, as provided in G.S. 143-49(9).
10. This Agreement and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements;
11. This Agreement may be amended only by a written amendment duly executed by the **Commission** and the **County**;
12. The failure to enforce or the waiver by either party of any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach, or default on any subsequent occasion or instance;
13. 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 as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts (unless such failure or refusal results from the failure of a party to discharge or fulfill a

contractual obligation), civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God;

14. That notwithstanding any other term or provision of this Agreement, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity that otherwise would be available to either party under applicable law.

In witness whereof, the parties hereto have executed this Agreement the day and year of the last signatory.

Approved and agreed to:

N.C. Wildlife Resources Commission

Cameron Ingram, Executive Director Date
NCWRC

Gary Gardner, Chief Date
Engineering Services

Lee County
Kim D. Emmer 3/16/23
Date

Lee County



ATTEST
Amily Hall 3/16/23
Date

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

Candace Kernan
Finance Officer, Lee County

FY 2024 CONSOLIDATED AGREEMENT

This Consolidated Agreement is made between the **North Carolina Department of Health and Human Services, Division of Child and Family Well-Being** (hereinafter referred to as “**DCFW**”) and **Division of Public Health** (hereinafter referred to as “**DPH**”), (herein DCFW and DPH collectively referred to as “**NCDHHS**”), and the **Lee County Health Department** (herein after referred to as “**LHD**”) (herein NCDCFW, NCDPH, and LHD may individually be referred to as a “party” and collectively as the “parties”) for the purposes of maintaining and promoting the advancement of public health in North Carolina. This Consolidated Agreement shall cover a period from June 1, 2023 to May 31, 2024 and shall remain in force until the next Fiscal Year Consolidated Agreement is signed except as provided for in Section X. Provision of Termination.

Now, therefore, NCDHHS and LHD agree that the provisions and clauses herein set forth shall be incorporated in and constitute the terms and conditions applicable for activities involving State funding. (State funding or funds means State, federal, and/or special funding or funds throughout this Consolidated Agreement and any Agreement Addenda.)

I. LHD RESPONSIBILITIES

A. Performance

1. LHD shall perform activities in compliance with applicable program rules contained in the North Carolina Administrative Code (NCAC), as well as all applicable federal and North Carolina laws and regulations.
2. LHD shall perform the activities specified in the Agreement Addenda for State-funded budgets. LHD must negotiate these Agreement Addenda in good faith to the satisfaction of NCDHHS representatives as part of the Agreement execution. LHD will meet or exceed the Agreement Addenda deliverables unless extenuating circumstances prevail and are explained in writing and subsequently approved by the NCDHHS division, section, branch, or program.
3. LHD shall be committed to achieve health equity, promote inclusion of all populations affected by conditions contributing to health disparities (including race or ethnicity, sex, sexual identity, age, disability, socioeconomic status, and geographic location), and ensure all staff, clinical and non-clinical, participate in ongoing training focused on health equity, health disparities, and/or social determinants of health to support individual competencies and organizational capacity to promote health equity. LHD shall administer and enforce all rules that have been adopted by the Commission for Public Health or adopted by the Local Board of Health, Consolidated Human Services Board, or Board of County Commissioners (hereinafter referred to as “LHD governing board”), and laws that have been enacted by the North Carolina General Assembly.
4. LHD shall provide to DPH a copy of any rules adopted, amended, or rescinded by the LHD governing board pursuant to N.C.G.S. § 130A-39 Powers and duties of a local board of health and Public Health Ordinances adopted by the County Commissioners, within 30 days of adoption or rescission. These rules and ordinances are to be sent to the Deputy Director of DPH or designee.
5. LHD shall provide formal training/orientation for its LHD governing and/or advisory board members.
6. LHD shall not require a client to present identification that includes a picture of the client for, at a minimum, immunization, pregnancy prevention, sexually transmitted disease, and communicable disease services.

7. LHD shall provide or assure provision of Care Management for High-Risk Pregnancies (CMHRP) and Care Management for At-Risk Children (CMARC). These services may be funded by Medicaid, state or federal funding through Agreement Addenda, private funders, or local funds.
 - a. Per the federal Child Abuse Prevention and Treatment Act (CAPTA) requirements, a notification to the county child welfare agency must occur upon identification of an infant as “substance-affected,” as defined by NCDHHS, for the development of a Plan of Safe Care (POSC). The POSC requires that all substance-affected infants be referred by the local Child Welfare Agency to CMARC for care management and care coordination, regardless of insurance coverage.
 - b. Medicaid requires that the LHD has the first right of refusal to provide CMHRP and CMARC services for SFY22 – SFY24.
 - c. LHD shall use every resource including technical assistance from the regional consultants and State CMHRP and CMARC program leads to resolve issues to prevent care gaps and discontinuation of services.
 - d. In the event that LHD determines it cannot directly provide CMHRP and/or CMARC, LHD shall:
 - 1) Notify the DCFW and DPH Directors in writing of LHD’s intention to discontinue the services at least 180 calendar days in advance of discontinuing the provision of CMHRP and/or CMARC. If 180 days’ advance notice is not possible, LHD must provide as much notice as possible and is still responsible to provide the services until those services are sufficiently transitioned to another entity;
 - 2) Follow the Care Management Service Termination and Transfer of Services¹ process from the Division of Health Benefits; and
 - 3) Cooperate with DPH in identifying another local health department that can provide these care management services.
8. LHD shall notify the DCFW and DPH Directors if any of the following occurs:
 - a. There is a legal name change to LHD.
 - b. A local health director or interim local health director is appointed or leaves office.
 - c. LHD becomes part of a consolidated human services agency, a district, or a public health authority.
 - d. There is any other governance change.
 - e. LHD is not subject to the NC Human Resources Act.

Notification should be in writing within the next business day and provide a governance organizational chart and any relevant supporting documents reflecting the changes.

9. LHD shall retain financial and program records including electronic records in accordance with the North Carolina Department of Natural and Cultural Resources’ Local Government Schedules records retention policy² and in accordance with the retention of those records as described in Section IV. Fiscal Control, Paragraph F. Records resulting from these services shall not be destroyed, purged, or disposed of except in accordance with the records retention policy and in accordance with State and federal law. The State’s basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following

¹ <https://medicaid.ncdhhs.gov/media/11881/open>

² <https://archives.ncdcr.gov/government/local>

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 Consolidated Agreement or any Agreement Addenda has been started before expiration of the five-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 five-year period described above, whichever is later.

B. Data/Reporting

1. LHD shall report client, service, encounter, and other data as specified by applicable program rules, Agreement Addenda for State-funded budgets, North Carolina General Statutes, the North Carolina Administrative Code, and/or federal law or regulation. Data shall be reported through North Carolina's centralized reporting system known as the LHD Health Services Analysis (LHD-HSA). To ensure that such data is accurately linked to the specific client served in a manner that results in a unique identifier from the DHHS Common Name Data Service except as allowed by N.C.G.S. § 130A-34.2, LHD shall allow the State to submit (on its behalf) the Social Security Numbers of all clients to the Social Security Administration for verification.
2. LHD shall submit monthly reports of On-Site Wastewater activities to the On-Site Water Protection Branch in the Environmental Health Section of DPH in the format provided by the Environmental Health Section.
3. LHD shall provide access to patient records to authorized staff from DCFW and DPH for technical consultation, program monitoring, and program evaluation, as specified by this Consolidated Agreement, Agreement Addenda for State-funded budgets, North Carolina law, North Carolina Administrative Code, and federal law and regulation.
4. In accordance with N.C.G.S. § 130A-94, the local health director shall serve as the local registrar of vital statistics. In accordance with N.C.G.S. § 130A-96, the local registrar shall appoint a deputy local registrar. The LHD shall report the name and contact information of any local registrar and deputy local registrar to the State Registrar of Vital Statistics within 24 hours of appointment. The LHD shall also report to the State Registrar when any local registrar or deputy registrar resigns or otherwise departs from the role. The local registrar shall fulfill duties as set out in N.C.G.S. § 130A-97. In accordance with N.C.G.S. § 130A-97(5), the local registrar may have a copy of the data from each certificate and maintain it for up to two years. This data shall be maintained securely, as set out in Subparagraphs 5., 6., and 7. below, and used in accordance with applicable law.
5. LHD shall provide network and internet access at its facilities (or to the county network where desired) in order to:
 - a. Connect with critical data and surveillance systems including, but not limited to, the North Carolina Health Alert Network (NC HAN), North Carolina Electronic Disease Surveillance System (NC EDSS), North Carolina Immunization Registry (NCIR), Local Health Department Health Services Analysis (LHD-HSA), North Carolina Crossroads WIC System, North Carolina Database Application for Vital Events (NCDAVE), and Electronic Birth Registration System (EBRS);
 - b. Rapidly communicate email alerts to and from DPH regarding bioterrorism and public health topics (outbreaks, emergency alerts, etc.);
 - c. Access NCDHHS training material and information used for training staff, including access to webinars;
 - d. Maintain a secure infrastructure for remote data entry; and

- e. Report electronically all required Environmental Health Section inspection data in the format and frequency specified by DPH.
6. LHD may utilize security products (e.g., firewalls) of its choosing to maintain network connectivity and security integrity. The LHD network configuration and security practices must allow communication with systems within the NCDHHS networks.
7. LHD shall be responsible to report all privacy and security breaches that may affect NCDHHS data and surveillance systems to NCDHHS as soon as possible but no later than 24 hours from discovery of the breach by completing a report via the NCDHHS Privacy and Security Office – Incident Reporting Form.³ If the breach involves Social Security Administration (SSA) data or Centers for Medicare and Medicaid Services (CMS) data, the LHD shall report the breach within 1 hour of becoming aware of the breach. This may include but is not limited to ransomware attacks, malicious code execution, or network breaches. LHD's access to NCDHHS data and surveillance systems may be limited or turned off until proof of remediation is supplied by LHD. LHD shall reimburse NCDHHS or otherwise be held responsible for the costs associated with giving affected persons written notice of a privacy or security incident, as required by any applicable federal or state law, when the privacy or security incident arises out of LHD's performance under this Consolidated Agreement or Agreement Addenda. If a subcontractor is used by LHD in its performance of this work, the LHD must hold the subcontractor to the same privacy and security requirements set out in this Consolidated Agreement and Agreement Addenda.

C. Assessments and Plans

1. LHD shall provide to the Director of Community Health Assessment, State Center for Health Statistics or designee:
 - a. A comprehensive community health assessment (CHA) at least every four years for each county or health district as follows:
 - 1) The CHA report is due on the first Monday in March following the year of community health assessment.
 - 2) The CHA report shall be submitted as an attachment via the web-based software, Clear Impact Scorecard. The executive summary and community priorities will appear in the note fields.
 - 3) The CHA shall be a collaborative effort with local partners inclusive of hospitals, businesses, community partners, and local community health coalitions, and the CHA report shall identify a list of community health problems based on the assessment.
 - 4) The CHA report shall include primary and secondary data that is collected and analyzed.
 - 5) Secondary data shall be obtained from published statistical tables and reports from the State Center for Health Statistics (SCHS) or other official sources.
 - 6) Primary data needs and methodologies shall be determined once secondary data have been reviewed and gaps in knowledge about the community are identified.
 - 7) After analyzing primary and secondary data, the CHA report shall describe available community resources and resource needs for the identified community health problems.
 - 8) Each identified community health problem shall be prioritized and described in the narrative. The CHA report shall include data analysis of those indicators listed in the Accreditation Self-Assessment Inventory, Benchmark 1, Activity 1.1.

³ <https://security.ncdhhs.gov/>

- b. A Community Health Improvement Plan (CHIP) no later than six months after the completion of the CHA as follows.
 - 1) The CHIP is due by the first Monday in September following the year of assessment.
 - 2) The CHIP shall be submitted via the web-based software, Clear Impact Scorecard.
 - 3) The CHIP shall address a minimum of two priorities identified in the most recent community health assessment.
 - 4) The CHIP shall be data driven and derived by using results-based accountability to focus on both population and program accountability. Results, indicators, programs, and performance measures must be included.
 - 5) The CHIP shall be aligned with one or more of the Healthy North Carolina 2030 indicators and use best evidence interventions targeting health behaviors, the physical environment, social and economic factors, and/or clinical care.
 - 6) The CHIP shall be aligned with the current N.C. State Health Improvement Plan and consider policy recommendations as a best practice opportunity.
 - 7) The CHIP shall be updated at least annually, and LHD must monitor its performance against the CHIP annually.
 - 8) Components of the CHIP may persist across CHA-CHIP cycles when:
 - a) the health problem persists and continues to be a priority; and
 - b) new interventions are needed; and/or
 - c) the interventions need to be expanded to a new target population.
- c. A state of the county or district health report (SOTCH) during each interim year between CHAs as follows:
 - 1) The SOTCH is due by the first Monday in March in years when a CHA is not submitted.
 - 2) The SOTCH shall be submitted via the web-based software, Clear Impact Scorecard.
 - 3) The SOTCH shall include:
 - a) progress made on each performance measure in the CHIP;
 - b) morbidity and mortality changes since the last CHA;
 - c) emerging issues since the last CHA; and
 - d) new, paused, and/or discontinued initiatives since the last CHA.
 2. LHD shall make a written request for any variances in submission of CHA, CHIP, and SOTCH documents in advance of the required date of submission. Emails may be sent to the Director, Community Health Assessment, State Center for Health Statistics at cha.sotch@dhhs.nc.gov.
 3. For LHD accreditation, all instances of Clear Impact Scorecard must be linked to the HNC 2030 Scorecard licensed by the Foundation for Health Leadership & Innovation (FHLI).
 4. Refer to guidance located on the North Carolina State Center for Health Statistics website under "Local Data Analysis and Support."⁴

II. NCDHHS RESPONSIBILITIES

A. Training, Consultation, and Support

1. DCFW and DPH shall provide training to LHD for LHD's response to this Consolidated Agreement and to the Agreement Addenda. Upon request, consultation will be provided by DCFW and/or DPH to LHD.

⁴ <https://schs.dph.ncdhhs.gov/units/ldas/cha.htm>

2. DCFW and/or DPH shall provide coordination and support for the education and training for the public health workforce, including developing training opportunities at the Section/Branch/Program level to achieve health equity, promote inclusion of all populations affected by health disparities (including racial/ethnic minority groups and persons with disabilities), and ensure all staff, clinical and non-clinical, have opportunities for training focused on health equity, health disparities, and/or social determinants of health to support individual competencies and organizational capacity to promote health equity.
3. DCFW and DPH shall provide leadership for liaison activities between NCDHHS and LHD for general problem solving and technical support around areas addressed within this Consolidated Agreement.
4. DPH shall provide high-level consultation, technical assistance, and advice to local health directors and teams via the DPH Local and Community Support (LCS) Section. For more information, contact the DPH Deputy Director/LCS Section Chief. Broad content areas include, but are not limited to:
 - a. Board Relations;
 - b. Management Teams and Staffing;
 - c. Policy Development;
 - d. Program Planning and Implementation;
 - e. Quality and Performance Improvement; and
 - f. General Administrative Consultation, including consultation and technical assistance in budgeting, fiscal, administrative and management support topic areas.
5. DCFW and DPH shall provide technical assistance and consultant services, as required, for specific health program areas, including providing guidance and consultation about specific patient clinical issues, when requested. Contact the specific division's section chief or branch head to arrange for technical assistance and consultant services.
6. DPH shall provide course coordination, consultation, and technical assistance on nursing practice and standards, policies, and procedures that cross programs via the DPH LCS Section, Local Technical Assistance and Training Branch (LTATB). Contact the Chief Public Health Nurse/Branch Head, LTATB.
7. DPH shall provide support and consultation to the public health workforce in LHD, through the provision of regional public health consultants who offer technical assistance and training on professional development; program planning, program evaluation and quality assurance and data collection. Contact the Chief Public Health Nurse/Branch Head, LTATB.

B. Performance

1. DCFW and DPH shall act as liaisons between the public health system and the Division of Health Benefits (the State's Medicaid agency) on issues related to Medicaid reimbursed services provided by the State and LHD. DCFW and DPH shall cooperate with the Division of Health Benefits to provide technical assistance, guidance, and consultation to local health programs to ensure compliance with Medicaid policies and procedures.
2. For services of the State Laboratory of Public Health (SLPH), DPH shall:
 - a. Provide free or at-cost mailers that meet the US Postal Service/DOT UN3373 Biologic substance shipping and packaging regulations for samples submitted to the SLPH only, when ordered via the SLPH's web-based mailroom ordering system;

- b. Ensure qualified personnel to process, analyze, and report test results;
 - c. Ensure that SLPH maintains Clinical Laboratory Improvement Amendments of 1988 (CLIA) certification;
 - d. Submit invoices to LHD via electronic means;
 - e. Collect interest (per N.C.G.S. § 147-86.23 Interest and penalties) and a 10% late fee as appropriate; and
 - f. Provide a qualified Laboratory Director and a Technical Consultant for LHD's laboratories participating in the North Carolina SLPH CLIA Contract Program. Services provided by the oversight of this personnel include training and continuing education, CLIA inspection assistance, proficiency testing and enrollment, competency assessment, and models for laboratory forms, procedures, and policies.
3. DCFW and DPH will provide support and technical assistance for LHD to comply with all applicable laws, regulations, and standards relating to the activities covered in this Consolidated Agreement.
 4. DCFW and DPH shall conduct reviews, audits, and program monitoring to determine compliance with the terms of this Consolidated Agreement and its associated Agreement Addenda.

C. Data/Reporting

1. DCFW and DPH shall provide automated data and surveillance systems to collect DCFW and DPH program-related data from client, service, encounter, and other data on behalf of LHD and other public health programs. DCFW and DPH shall provide business and technical support to the users of these systems. DCFW and DPH shall notify LHD as opportunities and/or timelines for improved or emerging technology systems occur. These systems may include, but are not limited to:
 - a. LHD-Health Services Analysis: for automated reporting of clinical service data fields;
 - b. Environmental Health Inspection Data System (EHIDS) for Food and Lodging inspection and billing data;
 - c. Electronic surveys for gathering statewide data for external funders;
 - d. Aid-to-Counties Database for reporting and claiming State funds and any federal funds which are allocated by DPH;
 - e. North Carolina Health Alert Network (NC HAN);
 - f. North Carolina Electronic Disease Surveillance System (NC EDSS);
 - g. North Carolina Immunization Registry (NCIR);
 - h. Electronic Birth Registration System (EBRS);
 - i. COVID-19 Community Team Outreach (CCTO) Tool;
 - j. COVID-19 Vaccine Management System (CVMS); and
 - k. North Carolina Database Application for Vital Events (NCDAVE) for electronic death registration.

Other automated data and surveillance systems may be added as they are developed; others may be discontinued.

2. DCFW and DPH shall be responsible in its use of data received and reviewed in its various roles as a public health authority, health oversight agency, and business associate. Protected health information (PHI) received by DCFW and DPH in its capacity as a covered entity or business associate shall be

protected as required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (see Attachment B: Business Associate Agreement Addendum to this Consolidated Agreement).

- D. Fund Availability and Notification:** DCFW and DPH shall provide to LHD the Budgetary Estimates of Funding Allocations no later than February 14 of each year to use in preparation of its local budget proposals per current General Statute unless exceptions are noted in the respective Agreement Addenda.
1. An exception is the Food and Lodging distributions required by N.C.G.S. § 130A-248(d). DPH shall provide the Food and Lodging funding allocation on the Distribution Spreadsheet, which will accompany the Activity 874 Food and Lodging Agreement Addendum.
 - a. The Food and Lodging Local Health Department Request for Payment Form (DPH EH 2948) will accompany the Agreement Addendum for Activity 874 Food and Lodging and will be provided to LHD no later than March 30 for the State Fiscal Year (SFY) in which payment will be made. DPH shall disperse Food and Lodging funds to LHD upon receipt of the executed Agreement Addendum and the signed, completed, and approved Food and Lodging Local Health LHD Request for Payment Form.
 2. DCFW and DPH shall each provide a Funding Authorization document to LHD after the receipt of the Certified State Budget.
 3. DCFW and DPH shall make funds available to LHD at the beginning of each fiscal year upon receipt of this executed Consolidated Agreement and the executed Agreement Addenda. Funds will be dispersed in accordance with the timely submissions of Expenditure Reports. Payment will be made to LHD according to the NCDHHS Controller's Office Aid-to-Counties Expenditure Control Schedule issued December of each year for the following calendar year.

III. FUNDING STIPULATIONS

A. Use of Funds

1. Funding for this Consolidated Agreement and all Agreement Addenda is subject to the availability of State, federal, and Special Funds for the purpose set forth in this Consolidated Agreement and the Agreement Addenda.
2. During the period of this Consolidated Agreement, LHD shall not use State, federal or Special Project funds received under this Consolidated Agreement or any Agreement Addenda to reduce locally appropriated funds as reflected in the Local Appropriations Budget (see Section IV. Fiscal Control, Paragraph H. Local Appropriations Budget).

B. Compliance

1. To receive funding under this Consolidated Agreement, LHD shall comply with 10A NCAC 46, Section .0200 Standards for Local Health Departments.
2. LHD shall maintain authenticated employee time records to document the actual work activity of each employee on a daily basis. The percentage of time each employee spends in each activity shall be converted to dollars based upon the employee's salary and benefits at least on a monthly basis. The computation shall support the charges for salaries and benefits to all federal and State grants (as required in 2 C.F.R. Part 200) as well as provide the documentation of detailed labor cost per activity for preparation of Medicaid Cost Report.
3. LHD charges/billing. LHD shall:
 - a. Establish one charge per clinical/support service for all payors (including Medicaid) based on its related costs as permitted by N.C.G.S. § 130A-39(g);

- b. Bill all payors the established charge (with the exception that when billing 340B Drug Pricing Program drugs or devices to Medicaid, all drugs or devices purchased using 340B Program must be billed to Medicaid at the acquisition cost);
- c. Make every reasonable effort to collect charges for services through public or private third-party payors (except where prohibited by federal regulations or State law) noting, however, that no one shall be refused services solely because of an inability to pay; and
- d. Review all LHD fees, including environmental health fees, annually with the governing body in accordance with the North Carolina Local Health Department Accreditation Board guidance and local policies.

LHD may accept negotiated or other agreed upon lower amounts (e.g., the Medicaid reimbursement rate) as payment in full.

4. LHD shall comply with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”), codified at 2 C.F.R. 200, when utilizing federal grant funds.
 - a. When procuring goods and services with federal grant funds, LHD shall apply the most restrictive rule when following federal, State, and local government procurement requirements.
5. When administering the Women, Infants, and Children’s Program (WIC), LHD must adhere to the requirements set forth in Section 361 of the Healthy Hunger-Free Kids Act of 2010, which amended Section 12(b) of the Richard B. Russell National School Lunch Act (NSLA), 42 U.S.C. 1760(b). This Act requires local health departments to support full use of the federal administrative funds provided for the WIC program. The federal administrative funds are specifically excluded from budget restrictions or limitations including, at a minimum, hiring freezes, work furloughs, and travel restrictions.
6. LHD agrees to execute the following consolidated Federal Certifications (Attachment C) as applicable when receiving federal funds and to immediately notify DCFW and DPH if the certifications, as executed, change during the term of the Consolidated Agreement:
 - a. Certification regarding Nondiscrimination;
 - b. Certification regarding Drug-Free Workplace Requirements;
 - c. Certification regarding Environmental Tobacco Smoke;
 - d. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions; and
 - e. Certification regarding Lobbying.
7. Pursuant to the Federal Funding Accountability and Transparency Act (FFATA), LHD is required to submit to DCFW and DPH information that is reportable by DCFW and DPH for all qualified sub-awardees of federal funds. LHD will complete and submit the FFATA Data Reporting Requirement forms provided by DCFW and DPH to determine the eligibility as a sub-awardee for reporting purposes. Information provided by LHD will be used by DCFW and DPH to report subawards (funding authorizations) equal to or greater than \$30,000 from each federal grant.
8. LHD shall provide its Unique Entity Identifier (UEI) to DCFW and DPH, which will be used by DCFW and DPH when reporting subawards in the FFATA Subaward Reporting System (FSRS). The federal government’s System for Award Management (SAM) assigns the UEI to uniquely identify business entities.

C. Training Reimbursement

1. Subject to the availability of funds and approval by the Office of the Chief Public Health Nurse/Local Technical Assistance Training Branch, LHD may request reimbursement of expenses for LHD Management/Supervision level staff participating in the *Management and Supervision for Public Health Professionals* course. Reimbursement is \$600 per participant upon successful completion of the course. Reimbursement requests must be submitted by LHD to the Local Technical Assistance and Training Branch within the same fiscal year the course is completed.

The Training Funds Reimbursement Request Form can be found on the DPH For Local Health Departments website under “General Information: Training Reimbursement.”⁵

2. Subject to the availability of funds and approval by the DPH Environmental Health Section, LHD may request reimbursement for Centralized Intern Training (CIT) and a one-time mileage allocation. Reimbursement requests must be submitted by LHD to the DPH Environmental Health Section within the same fiscal year the training is completed. Reimbursement requires successful completion of the course, and requests must be submitted by LHD within 60 days of course completion. (Reimbursement Request Form DHHS 4125 *Centralized Intern Training Funds Reimbursement Request* is available on the DPH Environmental Health website under “Centralized Intern Training and Authorization.”⁶
 - a. For Interns attending CIT sessions, reimbursement amounts are based on the session attended:
 - 1) Food Protection & Facilities Track — \$280
 - 2) On-Site Water Protection Track — \$560
 - 3) Tier 2 General EH Module — \$280
 - b. For cross-training Registered Environmental Health Specialists (REHS) attending CIT sessions, reimbursement amounts are based on the session attended:
 - 1) Food, Lodging, & Institutions — \$170
 - 2) Child Care & School Sanitation — \$62
 - 3) On-Site Water Protection — \$450
 - 4) Private Drinking Water Wells — \$62
 - 5) Public Swimming Pools — \$62
 - 6) Tattoo — \$62
 - c. A one-time mileage allocation per two REHSs from the same county per training session is based on one of the four geographical areas in which they are employed.
 - 1) Area 1 — \$57: Alamance, Caswell, Chatham, Cumberland, Duplin, Durham, Edgecombe, Franklin, Granville, Greene, Guilford, Halifax, Harnett, Hoke, Johnston, Lee, Lenoir, Montgomery, Moore, Nash, Orange, Person, Randolph, Sampson, Vance, Wake, Warren, Wayne, Wilson.
 - 2) Area 2 — \$170: Alexander, Alleghany, Anson, Ashe, Beaufort, Bertie, Bladen, Brunswick, Cabarrus, Camden, Carteret, Catawba, Chowan, Columbus, Craven, Currituck, Dare, Davidson, Davie, Forsyth, Gaston, Gates, Hertford, Hyde, Iredell, Jones, Lincoln, Martin, Mecklenburg, New Hanover, Northampton, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Pitt, Richmond, Robeson, Rockingham, Rowan, Scotland, Stanly, Stokes, Surry, Tyrrell, Union, Washington, Watauga, Wilkes, Yadkin.
 - 3) Area 3 — \$283: Avery, Buncombe, Burke, Caldwell, Cleveland, Haywood, Henderson, Jackson, Madison, McDowell, Mitchell, Polk, Rutherford, Transylvania, Yancey.
 - 4) Area 4 — \$396: Cherokee, Clay, Graham, Macon, Swain.

⁵ <https://publichealth.nc.gov/lhd/> Note: This form can also be downloaded at <https://publichealth.nc.gov/lhd/docs/Funds-ReimbForm.xlsx>

⁶ <https://ehs.ncpublichealth.com/oet/index.htm>

D. Purchases

1. Equipment is a type of fixed asset consisting of specific items of property that: (1) is tangible in nature; (2) has a life longer than one year; and (3) has a significant value.
 - a. For Inventory Purposes:
 - 1) Equipment must be accounted for in accordance with guidance published by the Governmental Accounting Standards Board (GASB) for capital assets.
 - 2) All equipment with an acquisition cost of \$500 or more that was purchased with Women, Infants and Children (WIC) Program Funds prior to January 1, 2018 will be inventoried with the DCFW Community Nutrition Services Section. The Local Agency is responsible for assigning a fixed asset number and applying a fixed asset tag to equipment purchased by the Local Agency, using WIC funds, after January 1, 2018. Within 60 days of the purchase, the Local Agency will provide to the DCFW Community Nutrition Services Section a written report of the purchase, including a description of the item purchased, serial number, fixed asset tag number, and a copy of the bill of sale.
 - b. For Prior Approval Purposes:
 - 1) Unless a more restrictive requirement applies in an Agreement Addendum, all equipment purchased or leased with an acquisition cost exceeding \$2,500, where there is an option to purchase with State/federal funds, the purchase or lease must receive prior written approval from the appropriate Section and Branch within DCFW and DPH. [See Subparagraph 2 below for WIC requirements.] For those purchased with DPH Public Health Preparedness and Response (PHP&R) Branch funds only, any purchase exceeding \$2,500 per invoice shall be treated as a single purchase for prior approval purposes. [For example, on one invoice, the LHD purchases a computer, monitor, and printer totaling more than \$2,500, or purchases six computers at \$500 each.]
 - 2) For WIC, all computer and medical equipment purchased or leased, must receive prior written approval from the DCFW Community Nutrition Services Section regardless of cost. In addition, all other tangible assets (non-computer/medical) with an acquisition cost exceeding \$500 must receive prior approval. Computer accessories, such as keyboards and monitors, do not require approval.
 - c. For Accounting Purposes
 - 1) LHD must utilize the depreciation schedule provided by the State for all assets with an acquisition cost of \$5,000 or greater. The accumulated depreciation shall be recorded in the general fixed assets account group.
2. Prior approval required for purchases other than equipment:
 - a. For DPH PHP&R Branch funds, purchases for meals and refreshments must receive prior written approval from the PHP&R Branch.
 - b. The use of Medicaid fees generated by maternal and child health programs for capital improvements requires prior written approval from the State Title V Director; the State Title V Director will secure proper programmatic approval as applicable.
 - c. For other prior approval requirements, see individual Agreement Addenda.

IV. FISCAL CONTROL

- A. LHD shall comply with the Local Government Budget and Fiscal Control Act, North Carolina General Statute Chapter 159, Article 3.

1. LHD shall maintain a purchasing and procurement system in accordance with generally accepted accounting principles and procedures set forth by the Local Government Commission.⁷
- B. LHD shall execute written agreements with all parties who invoice LHD for payment for the provision of services to patients. Exceptions may be permitted in cases where the patient has a preference for a non-contracted provider and that provider verbally agrees to abide by program requirements and to accept program payment as payment in full.
- C. When subcontracting, LHD must meet the following requirements:
1. LHD is not relieved of the duties and responsibilities provided in this Consolidated Agreement and Agreement Addenda.
 2. LHD will not enter into a subcontractual financial assistance agreement with any entity on the current North Carolina Office of State Budget and Management (OSBM) Suspension of Funding List (SOFL) and shall withhold funds not yet disbursed until the entity has been removed from the SOFL. Updated SOFLs are released weekly and are available on the OSBM website.⁸
 3. The subcontractor will agree to abide by the standards set out in this Consolidated Agreement and relevant Agreement Addenda or to provide such information as to allow LHD to comply with these standards.
 4. The subcontractor shall be subject to all conditions of this Consolidated Agreement and of any subsequent Agreement Addenda for which they perform work on behalf of LHD.
 5. The subcontractor will agree to allow DCFW and/or DPH and federal authorized representatives' access to any records pertinent to its role as a subcontractor of LHD.
 6. Upon request, LHD will make available to DCFW and/or DPH a copy of subcontracts supported with State or federal funds.
- D. LHD must receive prior written approval from DCFW and/or DPH to subcontract when any of the following conditions exist:
1. LHD proposes to subcontract to a single entity 50 percent or more of the total State and federal funds made available through this Consolidated Agreement;
 2. LHD proposes to subcontract 50 percent or more, or \$50,000, whichever is greater, of the total State and federal funds made available through this Consolidated Agreement or any Agreement Addendum; and/or
 3. LHD proposes to subcontract for any of the services in the Women, Infants and Children (WIC) Program.
- E. LHD shall return by email a signed copy of all DCFW Funding Authorization documents to DCFW Budget Office and all DPH Funding Authorization documents to DPH Budget Office.
- F. LHD shall retain a copy of all Funding Authorization documents, the monthly certified electronic printed screen of the Expenditure Reports with any amendments (via the Aid-to-Counties Database), Consolidated Agreement and subsequent Amendments, Agreement Addenda, Agreement Addenda Revisions, and other financial records in accordance with the current Records Disposition Schedule for Local Health Departments issued by the North Carolina Department of Natural and Cultural Resources.⁹

⁷ <https://www.nctreasurer.com/divisions/state-and-local-government-finance-division/local-government-commission>

⁸ <https://www.osbm.nc.gov/stewardship-services/grants-management/suspension-funding-memos>

⁹ <https://archives.ncdcr.gov/government/local-government-agencies/local-health-departments-schedule>

G. Audits/Monitoring: The county or LHD shall have an annual audit performed in accordance with the Single Audit Act of 1984 (with amendment in 1996) and 2 C.F.R. Part 200. The audit report shall be submitted to the Local Government Commission (LGC) by the County Administration (if single county LHD) or the District Health Department or Public Health Authority (if so organized) within six months following the close of the Agreement. Audit findings referred to the NCDHHS Internal Audit Office by LGC will be investigated and findings verified by the NCDHHS Controller's Office staff with assistance of DPH Program Staff.

H. Local Appropriations Budget:

1. LHD shall prepare and maintain a Local Appropriations Budget (reflecting the plans to use local appropriations or earned fees) for each Agreement Addendum in a manner consistent with instructions provided in funding-specific budgetary guidance from DCFW and DPH and the specific guidance from the respective programs.
2. LHD shall not reduce county appropriations for maternal and child health services provided by the local health departments because they have received State appropriations for this purpose, pursuant to N.C.G.S. § 130A-4.1.(a) State funds for maternal and child health care/nonsupplanting.
3. LHD shall budget and expend all income earned by LHD for maternal and child health programs supported in whole or in part from State or federal funds, received from NCDHHS, to further the objectives of the program that generated the income, pursuant to N.C.G.S. § 130A-4.1.(b) State funds for maternal and child health care/nonsupplanting.
4. LHD shall not reduce county appropriations for health promotion services provided by the local health departments because they have received State appropriations for this purpose, pursuant to N.C.G.S. § 130A-4.2. State funds for health promotion/nonsupplanting.
5. LHD shall complete the LHD Assurance of County Appropriations Maintenance (Nonsupplanting) (Attachment A) regarding its compliance with these requirements.

I. Local Earned Revenues Budgeting and Reporting: LHD shall observe the following conditions when budgeting and expending Local Earned Revenues:

1. Locally appropriated funds may not be withdrawn due to fee collection greater than projected in the budget or due to new grant funding except during the last two months of the fiscal year to allow the county to manage end of year budget close out.
2. Earned revenue (officially classified as local funds) must be budgeted and spent in the program that earned it unless otherwise noted in the respective Agreement Addenda.
 - a. Revenue generated by a women's or children's health program may be budgeted and expended in any women's or children's health program, unless a specific Agreement Addendum has a more restrictive requirement.
3. LHD shall not use personal health program funds to support environmental health programs nor use environmental health program funds to support personal health programs.
4. Use of program income generated by the expenditure of federal categorical funds will be governed by applicable federal regulations, including, but not limited to, 2 C.F.R. Part 200.
5. A local account shall be maintained for unexpended earned revenues (i.e., Title XIX fees, private insurance, or private pay [cash]). Accounts shall be maintained in sufficient detail to identify the program source generating the fees.

6. The amount of Title XIX fees budgeted and expended in FY 2023-2024 must equal or exceed the amount of Title XIX revenues earned during FY 2021-2022. The State will not approve program activity budgets that do not include an amount of Title XIX fees sufficient to meet the requirements of this section. The State may waive this requirement if LHD provides sufficient justification.

J. Aid-to-Counties Database and Expenditure Reports: LHD shall submit a monthly report of actual State, federal, and local required match expenditures to the NCDHHS Controller's Office via the Aid-to-Counties Database (ATC).

1. Specific ATC instructions and training will be provided by LTATB to LHD.
2. LHD shall submit to the NCDHHS Controller's Office a monthly Expenditure Report of the pertinent month's actual expenditures for all programs via ATC. The Office of the Controller's Aid-to-Counties Expenditure Control Schedule, published annually in December for the following calendar year, provides the submission dates for these expenditures. This schedule allows LHD at least seven days to enter the pertinent month's expenditures into ATC. Failure to meet the reporting deadline will result in the exclusion of those expenditures for that month. LHD must submit these monthly Expenditure Reports via ATC consecutively throughout the Consolidated Agreement period.

The health director and the finance officer will approve the monthly Expenditure Report in ATC, and the system will alert the staff in the NCDHHS Controller's Office that expenditures have been approved and certified. The "Certification" verifies that the total State and federal expenditures reported are valid for the pertinent month's actual expenditures. Local required match expenditures are part of the Expenditure Report. Funding is based on an allocation method, not a contract method, and counties receive reimbursement for services provided during one month in the following month.

3. The final Expenditure Report for the SFY, the last service month to be paid in the SFY, will be May services, which are reported and paid in June. (Services provided in June and reported in July will be paid out of the next SFY.)
4. When Agreement Addenda are supported by federal funding or grants that do not coincide with the SFY, care must be taken to be attentive to the service month and payment months for each grant as well as the ending liquidation date for each grant. Expenditures of federal funds must be reported according to the funding period for a grant. For each grant, the Budgetary Estimate document and the Funding Authorization document will have service and payment month dates listed. Failure to report expenditures after the payment period ends may result in non-payment.
5. LHD shall have the opportunity to submit amended expenditure reports in the month following discovery of the error. LHD shall not wait to submit all adjustments with the invoice submitted to the Office of the Controller at the end of May as that will not allow sufficient time for verification of the adjustments before the last payment in the SFY.
 - a. In accordance with Subparagraph 4 above, LHD must keep current on reporting adjustments against federal funds to ensure such adjustments are received in time to be paid within the grant's payment period.
 - b. LHD shall review its prior reimbursement claims against payments monthly.
 - c. Amended expenditure reports must be submitted no later than the next reporting date after the grant period ends in order to be paid, unless an exception is approved by the DCFW Budget Office or the DPH Budget Office, as appropriate.
 - d. Any overpayments identified by either the State or LHD will be adjusted out of the next month's claim for reimbursement by the NCDHHS Controller's Office or by submitting a check to

NCDHHS for payment if it is the last month of the fiscal year or if the federal grant is closed. There is no provision to carry forward funds from one SFY to another.

V. PERSONNEL POLICIES

- A. LHD shall adhere to and fully comply with State and county personnel policies, as applicable.
- B. Environmental Health Specialists employed by the LHD shall be delegated authority by the State to administer and enforce State environmental health rules and laws as directed by the State pursuant to N.C.G.S. § 130A-4 Administration. This delegation shall be done according to 15A NCAC 01O .0101 Scope of Delegated Authority.
 - 1. LHD is responsible for sending its newly employed environmental health specialists (interns) to centralized intern training within 180 days from date of employment.
 - 2. Arrangements for centralized intern training for newly employed environmental health specialists will be handled by DPH Education and Training Staff.
 - 3. LHD, when contracting with an environmental health specialist (EHS) employed by another entity, shall be responsible for ensuring that all original documents/public records (e.g., permits, inspection reports, correspondence) generated by the contracted EHS be maintained by LHD. All contracts covering this work shall stipulate that the contracted EHS shall be available for consultation with the public concerning work performed under the contract.
- C. LHD shall comply with 10A NCAC 46 .0301 Minimum Standard Health Department: Staffing.
- D. LHD shall complete the State Certifications (Attachment D) regarding its compliance with E-Verify, its eligibility status as a contractor, and that its officers have not violated any State or federal Securities Acts.

VI. CONFIDENTIALITY

- A. LHD shall protect the confidentiality of all information, data, instruments, documents, studies, or reports received under this Consolidated Agreement and/or Agreement Addenda in accordance with the standards of the State of North Carolina and NCDHHS privacy and security policies, applicable local laws, State regulations, and federal regulations including: the Privacy Rule at 45 C.F.R. Part 160 and subparts A and E of Part 164, Security Standards at 45 C.F.R. Parts 160, 162, and subparts A and C of Part 164 (“the Security Rule”), and the applicable provisions of the Health Information Technology for Economic and Clinical Health Act (HITECH).
- B. All information obtained by LHD personnel in connection with the provision of services or other activity under this Consolidated Agreement and/or Agreement Addenda shall be confidential, except as may be required or allowed by law or otherwise permitted by this Consolidated Agreement and/or Agreement Addenda. Information may be disclosed in accordance with North Carolina and federal law, which may include in summary, statistical, or other form that does not directly or indirectly identify particular individuals. Otherwise, information shall not be disclosed or made available to any individual or organization without the prior written consent of the client or responsible person, except as may be required or allowed by law or otherwise permitted by this Consolidated Agreement and/or Agreement Addenda.
- C. LHD employees, contractors, volunteers, students, and those acting on LHD’s behalf and authority must sign confidentiality agreements documenting the knowledge of, and the agreement to maintain personal and medical confidentiality.

VII. CIVIL RIGHTS

- A. LHD shall assure that no person, on the grounds of race, color, age, religion, sex, marital status, immigration status, national origin, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity covered by this Consolidated Agreement and/or Agreement Addenda.
- B. The Americans with Disabilities Act of 1990 (ADA) makes it unlawful to discriminate in employment against a qualified individual with a disability and outlaws discrimination against individuals with disabilities in State and local government services and public accommodations. LHD certifies that it and its principals and subcontractors will comply with regulations in ADA Title I (Employment), Title II (Public Services), and Title III (Public Accommodations) in fulfilling the obligations under this Consolidated Agreement and Agreement Addenda.
- C. As required by Title VI of the Civil Rights Act of 1964, LHD, because it receives federal funds, must provide interpreter services at no charge to Limited English Proficiency clients in all programs and services offered by LHD.

VIII. DISBURSEMENT OF FUNDS

- A. DCFW and/or DPH, as applicable, shall disburse funds to LHD on a monthly basis; monthly disbursements for each program Activity will be based on monthly expenditures reported.
- B. Total payment by program Activity is limited to the total amount listed on the Funding Authorization document and any Funding Authorization revision documents received after the initial notification.
- C. Final payments for the State Fiscal Year will be made based on the final monthly Expenditure Report, which is due as delineated per the Controller's Office's Aid-to-Counties Payment Schedule.

IX. AMENDMENT OF AGREEMENT

Amendments, modifications, or waivers of this Consolidated Agreement may be made at any time by mutual written consent of all parties, signed by appropriate representatives of the parties. This Consolidated Agreement may not be amended orally or by performance.

X. PROVISION OF TERMINATION

- A. Any party may terminate this Consolidated Agreement or any Agreement Addenda for reasons other than non-compliance upon 60 days written notice from the terminating party to the other parties. If termination occurs, LHD shall receive payment only for allowable expenditures, up to and including the date of termination. Termination for reasons of non-compliance shall be handled in accordance with Section XI. Compliance.
- B. In the event of termination of this Consolidated Agreement or any associated Agreement Addenda, DCFW and/or DPH may withhold payment to LHD until it can be determined whether LHD is entitled to further payment or whether DCFW and/or DPH is entitled to a refund.

XI. COMPLIANCE

- A. DCFW and/or DPH shall respond to non-compliance with all terms of this Consolidated Agreement or any Agreement Addenda as follows:
 1. Upon determination of non-compliance, DCFW and/or DPH shall give LHD 60 days prior written notice to come into compliance. If the deficiency is corrected, LHD shall submit a written report to DCFW and/or DPH that sets forth the corrective action taken.

2. If the stated deficiency is not corrected to the satisfaction of DCFW and/or DPH after the 60-day period, disbursement of funds for the particular activity may be temporarily suspended pending negotiation of a plan of corrective action.
3. If the deficiency is not corrected to the satisfaction of DCFW and/or DPH within 90 days of the written notice in Subparagraph 1. above, program funds may be permanently suspended until LHD can provide evidence that the deficiency has been corrected.
4. In the event of LHD’s non-compliance with clauses of this Consolidated Agreement or any Agreement Addenda, NCDHHS may cancel, terminate, or suspend this Consolidated Agreement and any Agreement Addenda in whole or in part, and LHD may be declared ineligible for further DCFW and/or DPH contracts or agreements. Such terminations for non-compliance shall not occur until the provisions of Subparagraphs 1., 2., and 3. above have been followed and documented and have failed to correct the deficiency.

B. Monitoring – “Uniform Guidance” or “Omni-Circular” 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F Audit Requirements requires that pass-through entities monitor the activities of its subcontractors as necessary to ensure that federal awards are used for authorized purposes in compliance with laws, regulations, and the provision of contracts or grant agreements and that performance goals are achieved.


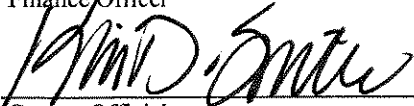
North Carolina establishes related monitoring requirements for State funds received by subrecipients in N.C.G.S. § 143C-6-23 State grant funds: administration; oversight and reporting requirements. Also, DCFW and DPH must perform monitoring as required in the current NCDHHS Policy and Procedure Manual and the current DPH Subrecipient Monitoring Plan.

Additionally, LHD is required under 2 C.F.R., Part 200 Subpart F, N.C.G.S. § 143C-6-23, and N.C.G.S. § 159-34 Annual independent audit; rules and regulations, to perform monitoring of its subrecipients and to maintain records to support such monitoring activities and results. Accordingly, LHD shall participate fully in monitoring by DCFW and DPH and shall appropriately monitor its subrecipients to the extent necessary based on the assessed level of risk.

In witness whereof, LHD, DCFW, and DPH have executed this Consolidated Agreement.

Lee County Health Department

North Carolina Department of Health and Human Services, Division of Public Health

Health or Human Services Director	Date
	3/9/23
Finance Officer	Date
	3/16/23
County Official (when locally required)	Date

Division Director	Date
North Carolina Department of Health and Human Services, Division of Child and Family Well-Being	
Division Director	Date

ATTACHMENT A
LHD Assurance of County Appropriations Maintenance (Nonsupplanting)

The LHD assures compliance with the following North Carolina General Statutes:

§ 130A-4.1. State funds for maternal and child health care/nonsupplanting.

- (a) NCDHHS shall ensure that local health departments do not reduce county appropriations for maternal and child health services provided by the local health departments because they have received State appropriations for this purpose.
- (b) All income earned by local health departments for maternal and child health programs supported in whole or in part from State or federal funds, received from NCDHHS, shall be budgeted and expended by local health departments to further the objectives of the program that generated the income. (1991, c. 689, s. 170; 1997-443, s. 11A.57.)

§ 130A-4.2. State funds for health promotion/nonsupplanting.

NCDHHS shall ensure that local health departments do not reduce county appropriations for health promotion services provided by the local health departments because they have received State appropriations for this purpose. (1991, c. 689, s. 171; 1997-443, s. 11A.58.)

Acting officially in an authorized capacity on behalf of the LHD and with an understanding of the LHD's responsibilities under this Assurance, I assure the nonsupplantation of county appropriations as specified above.

All information provided with this Assurance is up-to-date and accurate. I am aware that false statements could be cause for invalidating this Assurance and may lead to other administrative or legal action.

Lee County Health Department

Health or Human Services Director	Date
<i>Candace Steman</i>	3/9/23
Finance Officer	Date
<i>Jim D. Miller</i>	3/16/23
County Official	Date

(Attachment A to the Consolidated Agreement requires the County Official signature if it was included on the Consolidated Agreement.)

ATTACHMENT B**BUSINESS ASSOCIATE AGREEMENT ADDENDUM TO THE CONSOLIDATED AGREEMENT**

This Business Associate Agreement (the “Agreement”) is made effective June 1, 2023, by and between **Lee County Health Department** (“Covered Entity”) and the **North Carolina Department of Health and Human Services, Division of Public Health and the North Carolina Department of Health and Human Services, Division of Child and Family Well-Being** (collectively, the “Business Associate”), (the Covered Entity and the Business Associate collectively, the “Parties”).

1. BACKGROUND

- a. Covered Entity and Business Associate are parties to the “FY 2024 Consolidated Agreement” (the “Consolidated Agreement”), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. Covered Entity is an LHD in the State of North Carolina that has been designated in whole or in part by as a “covered entity” for purposes of the HIPAA Privacy Rule.
- c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a “business associate” within the meaning of the HIPAA Privacy Rule.
- d. The Parties enter into this Business Associate Agreement Addendum to the Consolidated Agreement with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

- a. “Electronic Protected Health Information” shall have the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103.
- b. “HIPAA” means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as modified and amended by the Health Information Technology for Economic and Clinical Health (“HITECH”) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law 111-5.
- c. “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- d. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and applicable parts of Part 164.
- e. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- f. “Required By Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
- g. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services or the person to whom the authority involved has been delegated.
- h. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.

- b. Business Associate agrees to use appropriate safeguards and comply, where applicable, with subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information as required by 45 C.F.R. § 164.410.
- e. Business Associate agrees, in accordance with 45 C.F.R. § 164.502(e)(1) and § 164.308(b)(2), to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such information.
- f. Business Associate agrees to make available protected health information as necessary to satisfy Covered Entity's obligations in accordance with 45 C.F.R. § 164.524.
- g. Business Associate agrees to make available Protected Health Information for amendment and incorporate any amendment(s) to Protected Health Information in accordance with 45 C.F.R. § 164.526.
- h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from or created or received by Business Associate on behalf of, Covered Entity available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- i. Business Associate agrees to make available the information required to provide an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

4. PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Consolidated Agreement permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Consolidated Agreement, provided that such use or disclosure:
 - 1) would not violate the Privacy Rule if done by Covered Entity; or
 - 2) would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Consolidated Agreement permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that:
 - 1) the disclosures are Required By Law; or
 - 2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Consolidated Agreement permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- d. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the Consolidated Agreement or other applicable law or agreements.

5. TERM AND TERMINATION

- a. **Term.** This Agreement shall be effective as of the effective date stated above and shall terminate when the Consolidated Agreement terminates.
- b. **Termination for Cause.** Upon Covered Entity’s knowledge of a material breach by Business Associate, Covered Entity may, at its option:
 - 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
 - 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.
- c. **Effect of Termination.**
 - 1) Except as provided in paragraph (2) of this section or in the Consolidated Agreement or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - 2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. GENERAL TERMS AND CONDITIONS

- a. This Agreement amends and is part of the Consolidated Agreement.
- b. Except as provided in this Agreement, all terms and conditions of the Consolidated Agreement shall remain in force and shall apply to this Agreement as if set forth fully herein.
- c. In the event of a conflict in terms between this Agreement and the Consolidated Agreement, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the Consolidated Agreement terms shall prevail so long as they are in accordance with the Privacy Rule.
- d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Consolidated Agreement for cause.

Lee County Health Department

North Carolina Department of Health and Human Services,
Division of Public Health

_____ Health or Human Services Director Date

_____ Division Director Date

North Carolina Department of Health and Human Services,
Division of Child and Family Well-Being

_____ Division Director Date

**ATTACHMENT C
FEDERAL CERTIFICATIONS**

The undersigned states that:

1. He or she is the duly authorized representative of the Contractor named below;
2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination;
 - b. The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary--Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
4. [Check the applicable statement]
 - He or she **has completed** the attached **Disclosure of Lobbying Activities** because the Contractor **has made, or has an agreement to make**, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered federal action;

OR

 - He or she **has not completed** the attached **Disclosure of Lobbying Activities** because the Contractor **has not made, and has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Signature	Title	Date
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Lee County Health Department

Contractor [Organization] Legal Name

[This Certification must be signed by a representative of the Contractor who is authorized to sign contracts.]

I. Certification Regarding Nondiscrimination

The Contractor 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.

II. Certification Regarding Drug-Free Workplace Requirements

- 1. **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 LHD 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
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Street Address No. 1: 106 Hillcrest Drive

City, State, Zip Code: Sanford, NC, 27330

Street Address No. 2: 115 Chatham Street

City, State, Zip Code: Sanford, NC, 27330

- 3. Contractor will inform the LHD of any additional sites for performance of work under this agreement.
- 4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

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 \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

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 that contain provisions for children's services and that all subgrantees shall certify accordingly.

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

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. 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 LHD or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this 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.
4. 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, 45 C.F.R. Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. 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 LHD or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the 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.
7. 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 by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. 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.
9. 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, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the LHD or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

- a. **The prospective lower tier participant certifies**, by submission of this document, 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.

V. Certification Regarding Lobbying

The Contractor 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more 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 \$10,000.00 and not more than \$100,000.00 for each such failure.

VI. Disclosure of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Disclosure of Lobbying Activities
(Approved by OMB 0348-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. Bid/offer/application</p> <p><input type="checkbox"/> b. Initial Award</p> <p><input type="checkbox"/> c. Post-Award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only:</p> <p>Year _____ Quarter _____</p> <p>Date of Last Report: _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime</p> <p><input type="checkbox"/> Subawardee Tier _____, (if known)</p> <p>Congressional District (if known) _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District (if known) _____</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number (if applicable) _____</p>	
<p>8. Federal Action Number (if known)</p>	<p>9. Award Amount (if known) :</p> <p>\$ _____</p>	
<p>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</p> <p>_____</p> <p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	<p>b. Individuals Performing Services (including address if different from No. 10a.) (last name, first name, MI):</p> <p>_____</p> <p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ € actual € planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p> <p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other; specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. In-kind; specify: Nature _____ Value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11(attach Continuation Sheet(s) SF-LLL-A, if necessary):</p> <p>_____</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: _____ Date: _____</p>	
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

**ATTACHMENT D
STATE CERTIFICATIONS**

Contractor Certifications Required by North Carolina Law

Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- G.S. 133-32: <http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf>
- G.S. 105-164.8(b): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- G.S. 143-48.5: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html
- G.S. 143-59.1: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- G.S. 143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- G.S. 143-133.3: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html
- G.S. 143B-139.6C: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf

Certifications

- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
- (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
 - (b) [check one of the following boxes]
 - Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or
 - The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) 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.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) 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.

Contractor's Name: Lee County Health Department

Contractor's Authorized Agent: Signature _____ Date _____
Printed Name _____ Title _____

Witness: Signature _____ Date _____
Printed Name _____ Title _____

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

Additional site from page 23

Additional Site/s

Street Address No.3: 1450 North Horner Blvd

City, State, Zip Code: Sanford, NC 27330

Street Address No.4: _____

City, State, Zip Code: _____

**AMENDMENT
TO
MASTER SERVICES AGREEMENT**

Lee County Sheriff's Office North Carolina

This **AMENDMENT** is effective at such time as all signatures are affixed and amends, supplements and clarifies the Master Services Agreement approved by the Lee County NC Board of Commissioners on December 17, 2018 ("Agreement"), by and between Lee County NC ("Customer") and Kimble's Food by Design. ("Kimble's").

WHEREAS, Customer desires and Kimble's agrees to provide continued services as related to the commissary process and related equipment and solutions.

NOW, THEREFORE, as of the Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

TERM: All prior references to 'Term' in subsequent documents related to this Master Services Agreement shall be superseded by the following: The "Term" of this Agreement/Amendment shall commence on the date the Amendment is signed by both parties and will continue for twelve (12) months thereafter.


COMMISSIONS PAID TO CUSTOMER: Kimble's shall pay a commission of 35% to Customer on the gross sales of all products purchased by inmates of the Facility and all products purchased through the Care Pack Services Program less applicable taxes.

All terms and conditions of the Agreement not amended by this Amendment remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Amendment Effective Date by their duly authorized representatives.

LEE COUNTY NORTH CAROLINA

KIMBLE'S FOOD BY DESIGN

By: 
Name: KIRK D. SMITH
Title: CHAIRMAN
Date: 3/16/23

By: _____
Name: _____
Title: _____
Date: _____

Please return signed amendment to:

Kimble's Food by Design, Mr. Dale Cordrey
PO Box 1227
LaGrange GA 30241

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


Finance Officer, Lee County



**RESOLUTION AUTHORIZING THE SALE OF PROPERTY
LOCATED AT 0 OLIVIA ROAD**

WHEREAS, the County of Lee owns certain vacant property located at 0 Olivia Road, PIN number 9558-73-9361-00, Lee County, North Carolina, as shown on a deed recorded in Deed Book 1590, Page 392, in the office of the Register of Deeds for Lee County, to which the record thereof reference is hereby made for more complete description; and,

WHEREAS, the taxable value of the property is \$5,000.00 and,

WHEREAS, the above-referenced property was conveyed to the County as the result of a tax foreclosure sale; and,

WHEREAS, the amount of fees and taxes owed on the property as the result of such sale is \$4,988.29 and,

WHEREAS, North Carolina General Statutes §§ 153A-176 and 160A-269 permit the County to sell property by upset bid, after receipt of an offer to purchase the property; and,

WHEREAS, the County of Lee proposes to dispose of the above described property as it is surplus to the County's needs; and,

WHEREAS, the County received an offer submitted by James A. Schassburger ("Offeror") to purchase the property described above in the amount of \$500.00 plus any advertising costs, a copy of which is attached hereto; and,

WHEREAS, Offeror has paid to the County Clerk the required 5 percent (5%) deposit on its offer and \$200.00 to defray advertising and administrative services; and,

WHEREAS, the Lee County Board of Commissioners accepted the initial offer on February 6, 2023 and authorized staff to advertise the initial offer; and,

WHEREAS, on February 15, 2023 the initial offer was advertised in *The Sanford Herald*, starting the 10-day upset sealed bid period; and,

WHEREAS, no further upset bids were received during the 10-day upset bid period and the original offer from James A. Schassburger is the final and highest bid received.

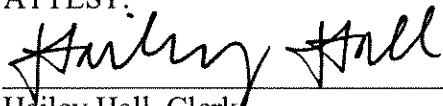
NOW, THEREFORE, BE IT RESOLVED by the Lee County Board of Commissioners as follows:

1. The Lee County Board of Commissioners hereby accepts the offer of \$500.00 from James A. Schassburger.
2. The terms of the final sale are as follows:
 - a. The buyer must pay with cash, cashier's check or certified check at the time of closing.
 - b. The property is sold "as is" with no conditions placed on the bid.
 - c. Title to the subject property shall be transferred to the buyer by a Non-warranty deed.
 - d. Advertising fees are non-refundable once spent.
 - e. The County Attorney does not perform title searches on the property and the Offeror can retain their own attorney to perform such title search.
 - f. The buyer must sign a written waiver acknowledging existing physical encroachment on the real property and must agree that the County is not liable or responsible for removal or for any damages or costs associated with the encroachment.
 - g. The buyer must pay all advertising costs over \$200.00.
3. The County Manager, the Chair of the Board of Commissioners and all other appropriate County officials are authorized to execute the necessary instruments to effectuate the conveyance.

Dated this the 10th day of March, 2023.



Kirk D. Smith, Chair
Lee County Board of Commissioners

ATTEST:


Hailey Hall, Clerk
Lee County Board of Commissioners





**RESOLUTION AUTHORIZING THE SALE OF PROPERTY
LOCATED AT 721 COX MADDOX ROAD**

WHEREAS, the County of Lee owns certain vacant property located at 721 Cox Maddox Road, PIN number 9661-75-6515-00, Lee County, North Carolina, as shown on a deed recorded in Deed Book 1590, Page 392, in the office of the Register of Deeds for Lee County, to which the record thereof reference is hereby made for more complete description; and,

WHEREAS, the taxable value of the property is \$33,900.00 and,

WHEREAS, the above-referenced property was conveyed to the County as the result of a tax foreclosure sale; and,

WHEREAS, the amount of fees and taxes owed on the property as the result of such sale is \$14,360.80 and,

WHEREAS, North Carolina General Statutes §§ 153A-176 and 160A-269 permit the County to sell property by upset bid, after receipt of an offer to purchase the property; and,

WHEREAS, the County of Lee proposes to dispose of the above described property as it is surplus to the County's needs; and,

WHEREAS, the County received an offer submitted by Roy A. Campbell ("Offeror") to purchase the property described above in the amount of \$14,360.80 plus any advertising costs, a copy of which is attached hereto; and,

WHEREAS, Offeror has paid to the County Clerk the required 5 percent (5%) deposit on its offer and \$200.00 to defray advertising and administrative services; and,

WHEREAS, the Lee County Board of Commissioners accepted the initial offer on February 6, 2023 and authorized staff to advertise the initial offer; and,

WHEREAS, on February 15, 2023 the initial offer was advertised in *The Sanford Herald*, starting the 10-day upset sealed bid period; and,

WHEREAS, no further upset bids were received during the 10-day upset bid period and the original offer from Roy A. Campbell is the final and highest bid received.

NOW, THEREFORE, BE IT RESOLVED by the Lee County Board of Commissioners as follows:

1. The Lee County Board of Commissioners hereby accepts the offer of \$14,360.80 from Roy A. Campbell.

2. The terms of the final sale are as follows:

- a. The buyer must pay with cash, cashier's check or certified check at the time of closing.
- b. The property is sold "as is" with no conditions placed on the bid.
- c. Title to the subject property shall be transferred to the buyer by a Non-warranty deed.
- d. Advertising fees are non-refundable once spent.
- e. The County Attorney does not perform title searches on the property and the Offeror can retain their own attorney to perform such title search.
- f. The buyer must sign a written waiver acknowledging possible boundary and encroachment issues on the real property and must agree that the County is not liable or responsible for any issues related to this property.
- g. The buyer must pay all advertising costs over \$200.00.

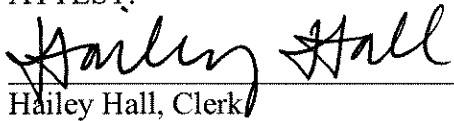
3. The County Manager, the Chair of the Board of Commissioners and all other appropriate County officials are authorized to execute the necessary instruments to effectuate the conveyance.

Dated this the 6th day of March, 2023.



Kirk D. Smith, Chair
Lee County Board of Commissioners

ATTEST:



Hailey Hall, Clerk
Lee County Board of Commissioners



**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP
OF LEE COUNTY, NORTH CAROLINA**

WHEREAS, a request to amend the Official Zoning Map has been received from Thomas Beck to rezone one (1) parcel of land totaling 2.27 +/- acres, owned by Thomas Beck, with access to Valley Road, located between Red Holly Drive and Wildwood Drive, identified as Lee County Tax Parcel 9624-73-6079-00, as depicted on Tax Map 9624.04, from Residential Restricted (RR) to Residential Agricultural (RA); and,

WHEREAS, said request has been presented to the Planning Board of the Lee County; and

WHEREAS, the Board of Commissioners of Lee County conducted a joint public hearing with the Planning Board on February 20th, 2023 to receive citizen input on the requested zoning map amendment; and

WHEREAS, the Board of Commissioners of Lee County approves the request to amend the Official Zoning Map of Lee County;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF LEE:

The Official Zoning Map is hereby amended to rezone one (1) parcel of land totaling 2.27 acres, identified as Lee County Tax Parcel 9624-73-6079-00, as depicted on Tax Map 9624.04, from Residential Restricted (RR) to Residential Agricultural (RA). See Exhibit A included for reference.

In making this decision, the Board of Commissioners of the County of Lee hereby acknowledge that the proposed zoning map amendment is consistent with the Plan SanLee long range plan designation of Countryside because this land use area is intended for low-density residential development and as Residential Agricultural (RA) is a desired zoning district within this future land use area.




ADOPTED this the 6th day of March 2023.



Kirk D. Smith, Chairman
Lee County Board of Commissioners

ATTEST:


Hailey Hall, Clerk to the Board

APPROVED AS TO FORM:


Whitney Parrish, Lee County Attorney

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP
OF LEE COUNTY, NORTH CAROLINA**

WHEREAS, a request to amend the Official Zoning Map has been received from Sally Nobling to rezone two (2) parcels of land totaling 2.86 +/- acres, owned by Taproot Holdings LLC, addressed as 2721 Tramway Road, identified as Lee County Tax Parcels 9631-93-2918-00 and a portion of 9631-93-1348-00, as depicted on Tax Map 9631.04, from Residential Agricultural (RA) to Light Industrial (LI); and,

WHEREAS, said request has been presented to the Planning Board of the Lee County; and

WHEREAS, the Board of Commissioners of Lee County conducted a joint public hearing with the Planning Board on February 20th, 2023 to receive citizen input on the requested zoning map amendment; and

WHEREAS, the Board of Commissioners of Lee County approves the request to amend the Official Zoning Map of Lee County;

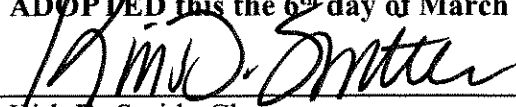
NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF LEE:

The Official Zoning Map is hereby amended to rezone two (2) parcels of land totaling 2.86 acres, identified as Lee County Tax Parcels 9631-93-2918-00 and a portion of 9631-93-1348-00, as depicted on Tax Map 9631.04, from Residential Agricultural (RA) to Light Industrial (LI). See Exhibit A included for reference.

In making this decision, the Board of Commissioners of the County of Lee hereby acknowledge that the proposed zoning map amendment is inconsistent with the Plan SanLee long range plan designation of Countryside because this land use area does not desire industrial uses nor the Light Industrial (LI) zoning district. Therefore, the future land use map of Lee County will be hereby amended to reflect the amended zoning district and allowance for light industrial uses on the described parcels. In justifying this decision, the Board acknowledges existing Light Industrial (LI) zoning along Tramway Road and the existing light industrial uses on the rezoning site and on neighboring parcels.



ADOPTED this the 6th day of March 2023.



Kirk D. Smith, Chairman
Lee County Board of Commissioners

ATTEST:



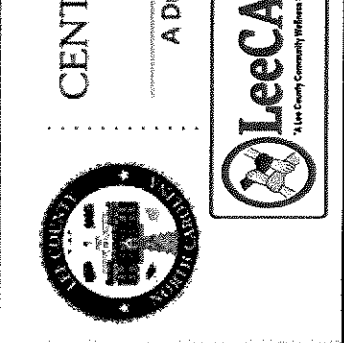
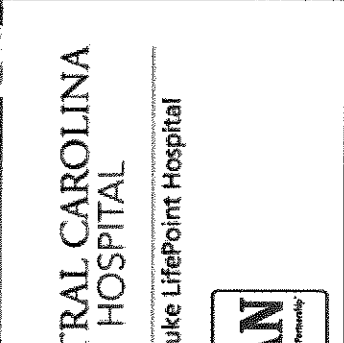
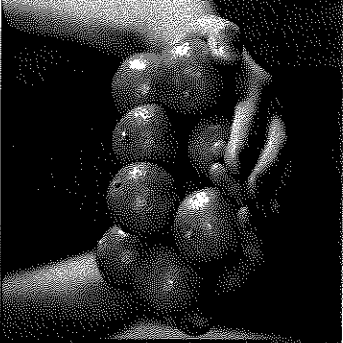
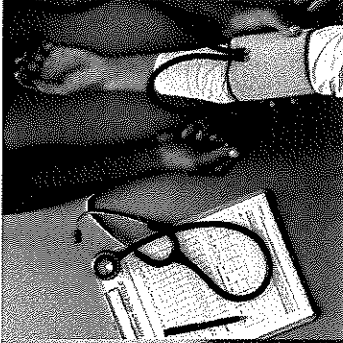
Hailey Hall, Clerk to the Board

APPROVED AS TO FORM:



Whitney Parrish, Lee County Attorney

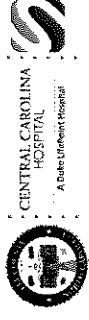
Stratason



Central Carolina Hospital Community Health Needs Assessment (CHNA)

Lee County, NC | October 2022

Community Health Summit Agenda



9:00 a.m.	Welcome and Why We're Here	Chris Fensterle, CEO Central Carolina Hospital
	Review Agenda & Objectives	Lee Ann Lambdin, SVP Healthcare Strategy, Stratasan
	Progress since the 2019 CHNA	Mandisa McAllister, Lee County Health Department
	Community Analysis – Demographics	Lee Ann
	Community Health Assessment – focus groups	Mandisa McAllister
10 min.	Break	
	Community Health Analysis – Survey & Community Health Data	Lee Ann
	Exercise – Prioritize most significant health needs	All
20 min.	Lunch	
	Results – Most significant health needs	Lee Ann
	Brainstorming solutions to the health needs	Table groups
	Next Steps and Closing	
12:50 p.m.	Adjourn	



Progress since 2019 CHNA

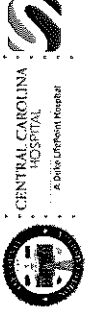
Lee County, NC CHNA

Tobacco & Substance Use



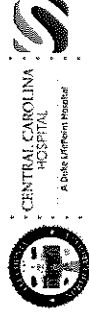
- ☉ QuitlineNC
- ☉ The Commission on The Opioid Abuse Epidemic
- ☉ Sandhills Opioid Consortium
- ☉ Project Lazarus
- ☉ Narcan distribution

Teen Pregnancy & STDs



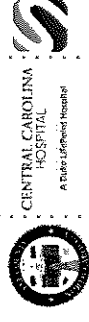
- ◎ Partnership for Children and Families Initiatives: Reducing the Risk & Adolescent Parenting Program (AP2)
- ◎ Infant Mortality Reduction- Safe Sleep Classes

Obesity



- ◎ LEEDing Towards Wellness- Cooperative Extension Initiatives:
Red Tablecloth, Virtual Walking and Wellness Challenge, A
Healthy Resource Map
- ◎ Relationships with Community Housing partners to bring nutrition
related programming directly to communities.

Mental and Behavioral Health



- ◎ 988 Implementation
- ◎ CIT Training
- ◎ Crisis Support Brochure
- ◎ Opioid Misuse & Overdose Brochure
- ◎ Daymark & LCHD Partnership

COVID-19



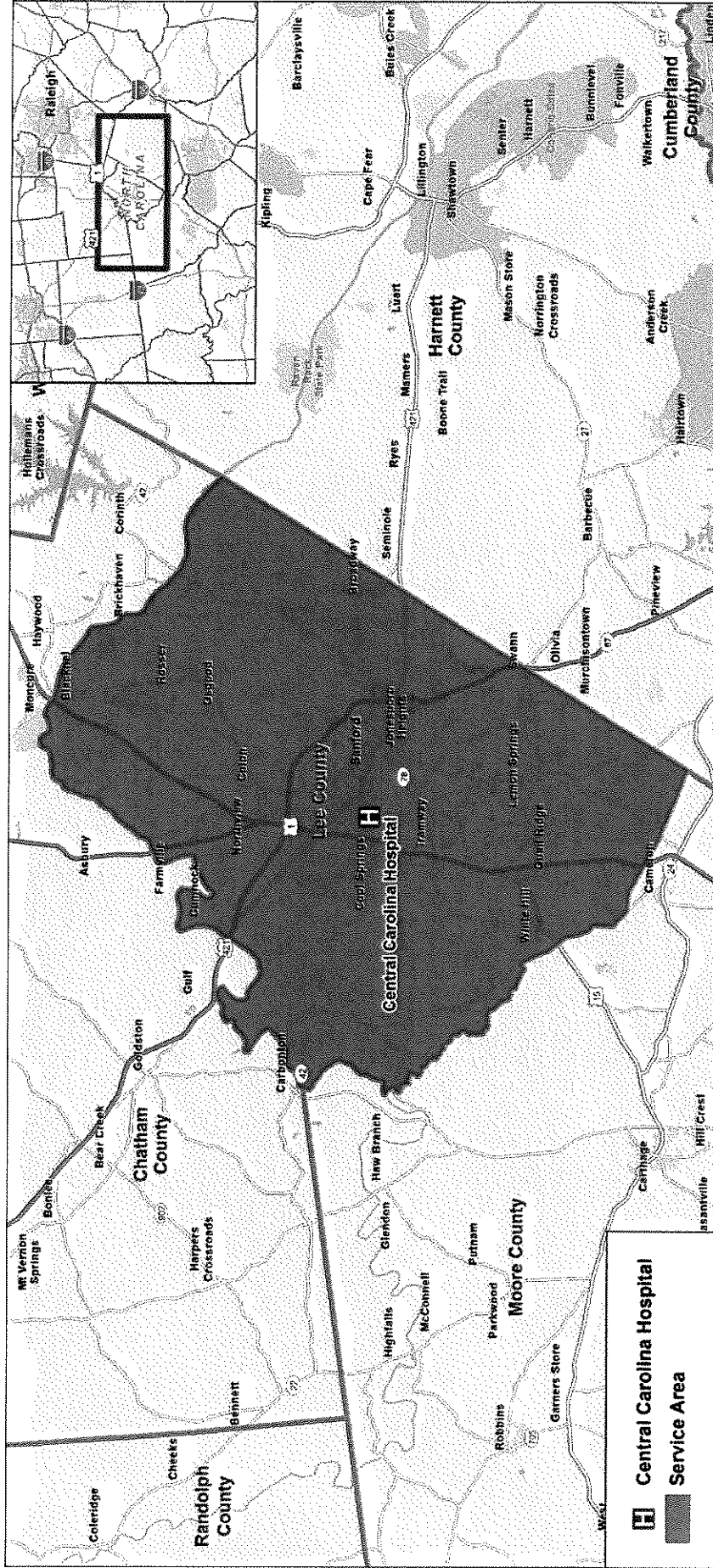
- ☉ Vaccination Clinics
- ☉ Testing
- ☉ Kit Distribution
- ☉ Mask Distribution



Demographics and Socioeconomics

Lee County, NC CHNA

Central Carolina Hospital CHNA Geography



County Demographic Summary 2022

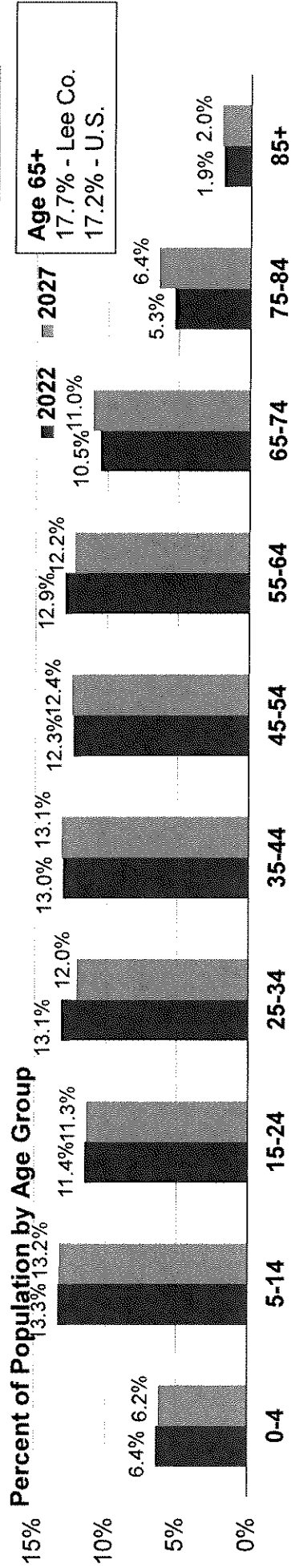


CENTRAL CAROLINA HOSPITAL
A Duke University Hospital

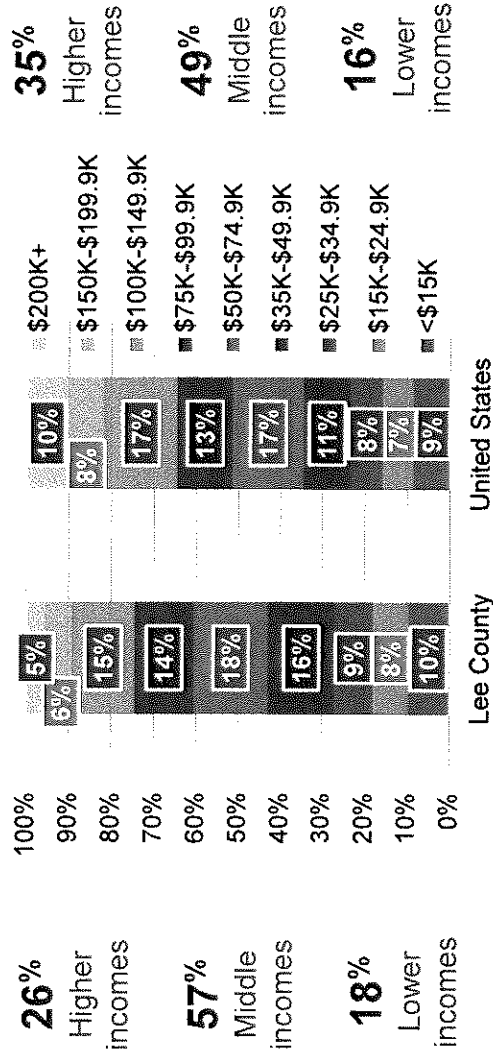
	Lee County	North Carolina	USA
Population	64,597	10,671,397	335,707,897
Median Age	39.4	39.2	38.9
Median Household Income	\$57,943	\$62,513	\$72,414
Annual Pop. Growth (2022-2027)	0.54%	0.57%	0.25%
Household Population	25,161	4,262,517	128,657,669
Dominant Tapestry	Down the Road (10D)	Southern Satellites (10A)	Green Acres (6A)
Businesses	2,401	402,186	12,609,070
Employees	28,492	4,549,765	151,363,907
Health Care Index*	84	92	100
Average Health Expenditures	\$5,979	\$6,515	\$7,087
Total Health Expenditures	\$150.4 M	\$27.8 B	\$911.7 B
Racial and Ethnic Make-up			
White	60%	62%	61%
Black	17%	21%	12%
American Indian	1%	1%	1%
Asian/Pacific Islander	1%	3%	6%
Other	12%	6%	9%
Two or More Races	9%	7%	11%
Hispanic Origin	21%	11%	19%

*The Health Care Index is household-based, and represents the amount spent out of pocket for medical services and health insurance relative to a national index of 100.

Lee County Demographics 2022

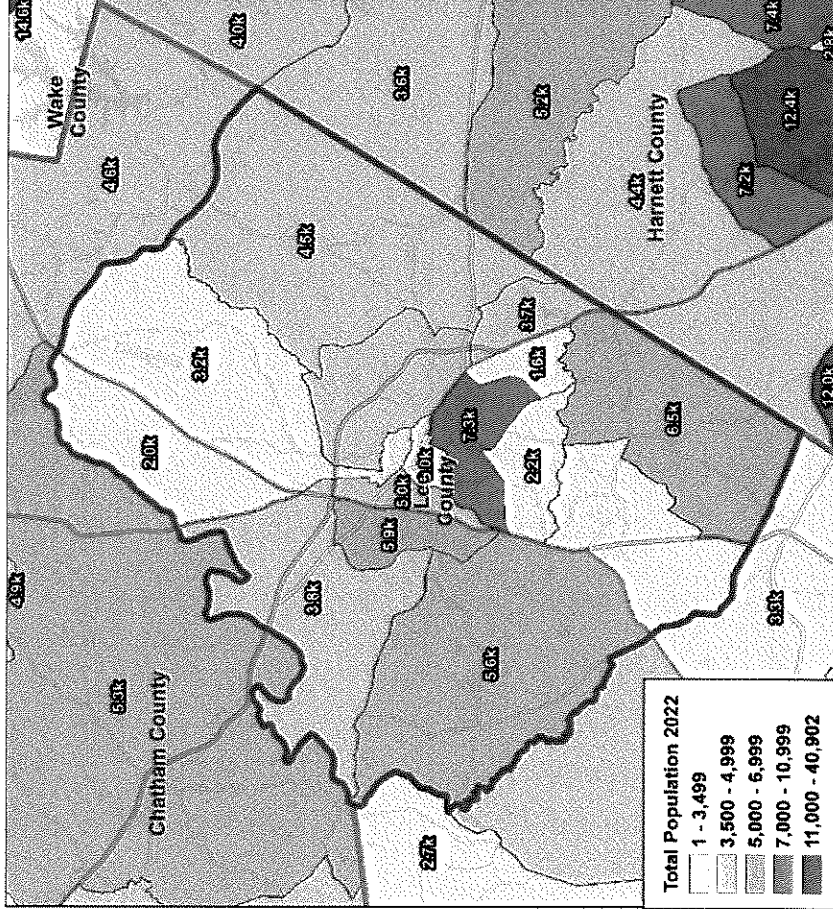
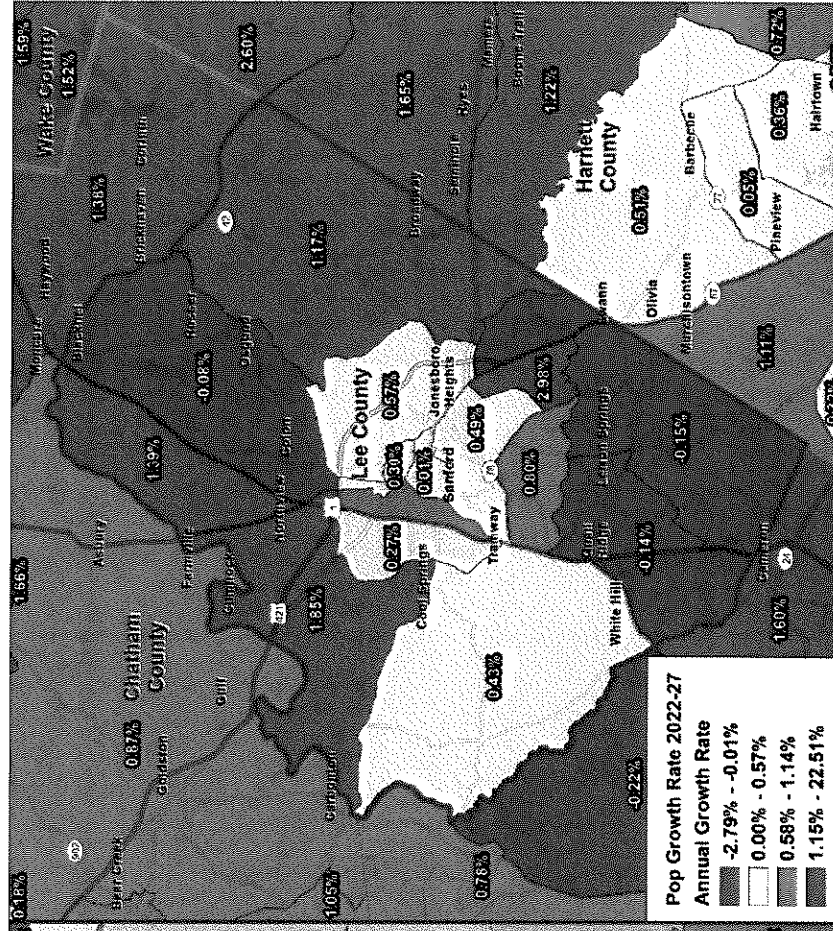


Median Household Income (2021)



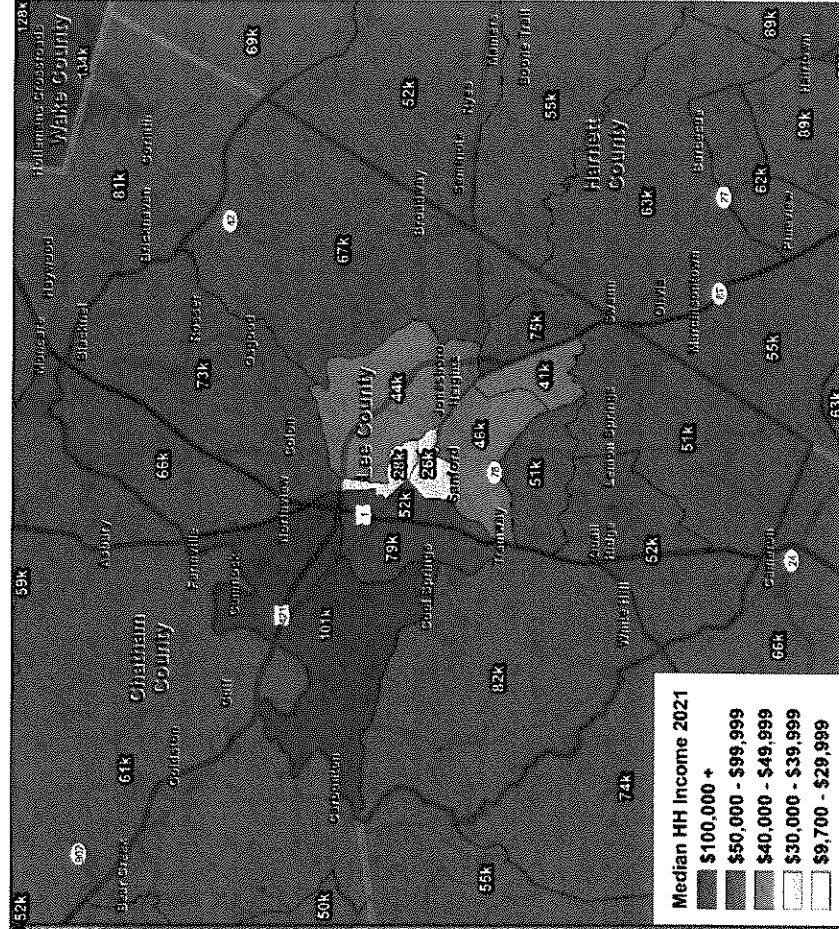
Population Change

Population by Census Tract

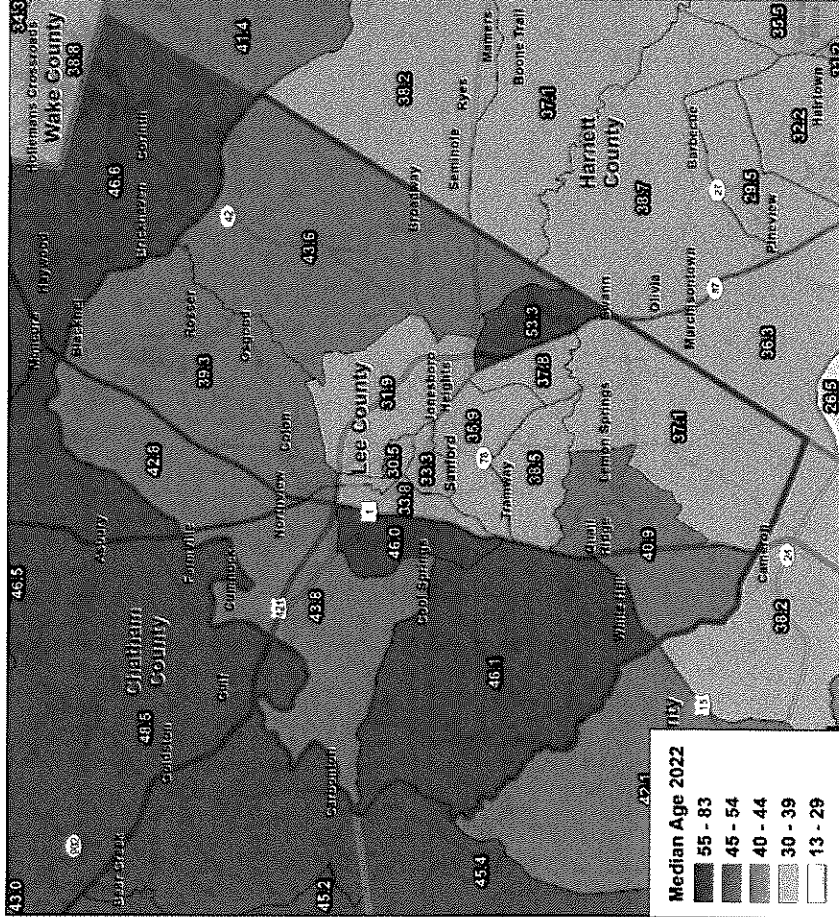


Yellow is positive up to the NC growth rate
Green is greater than the NC growth rate
Dark green is twice the NC growth rate

Median Income

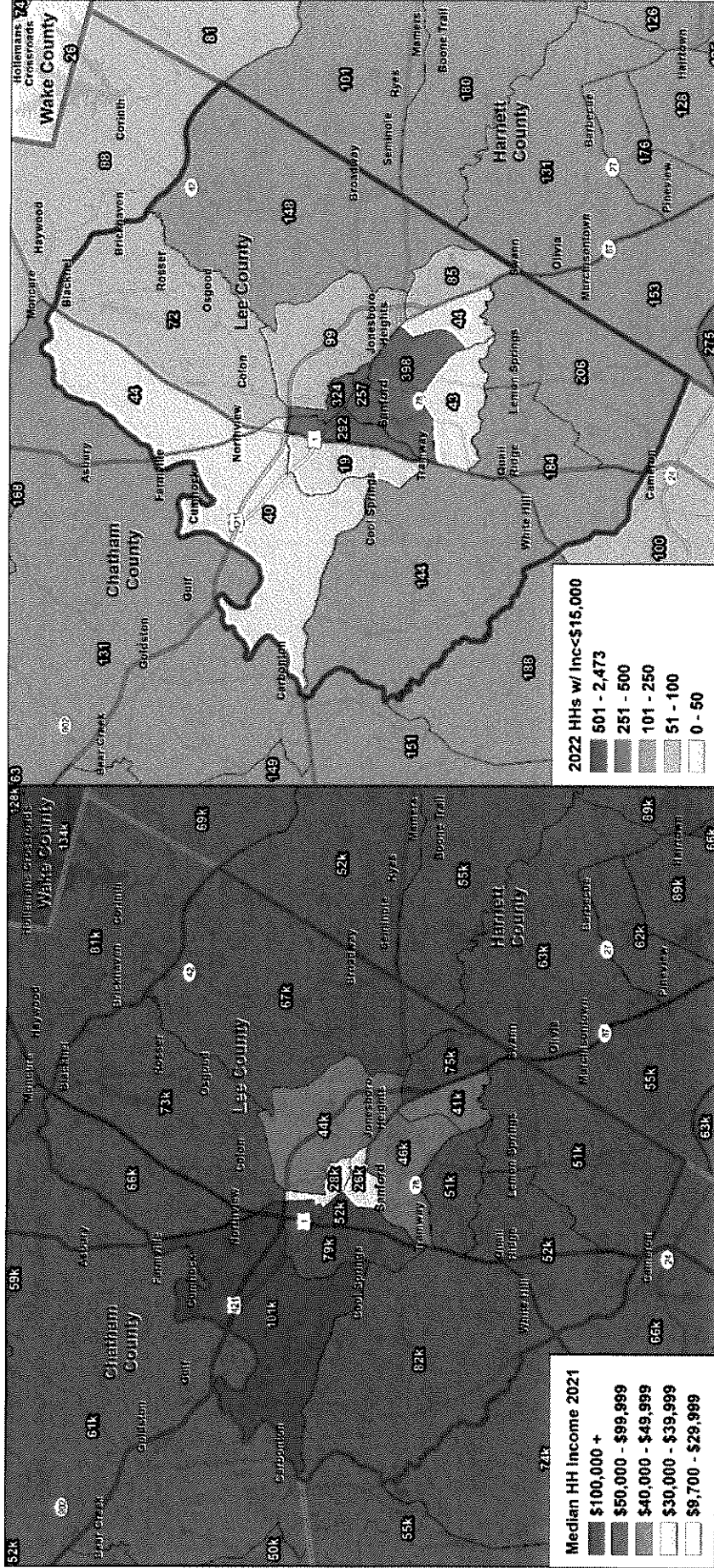


Median Age

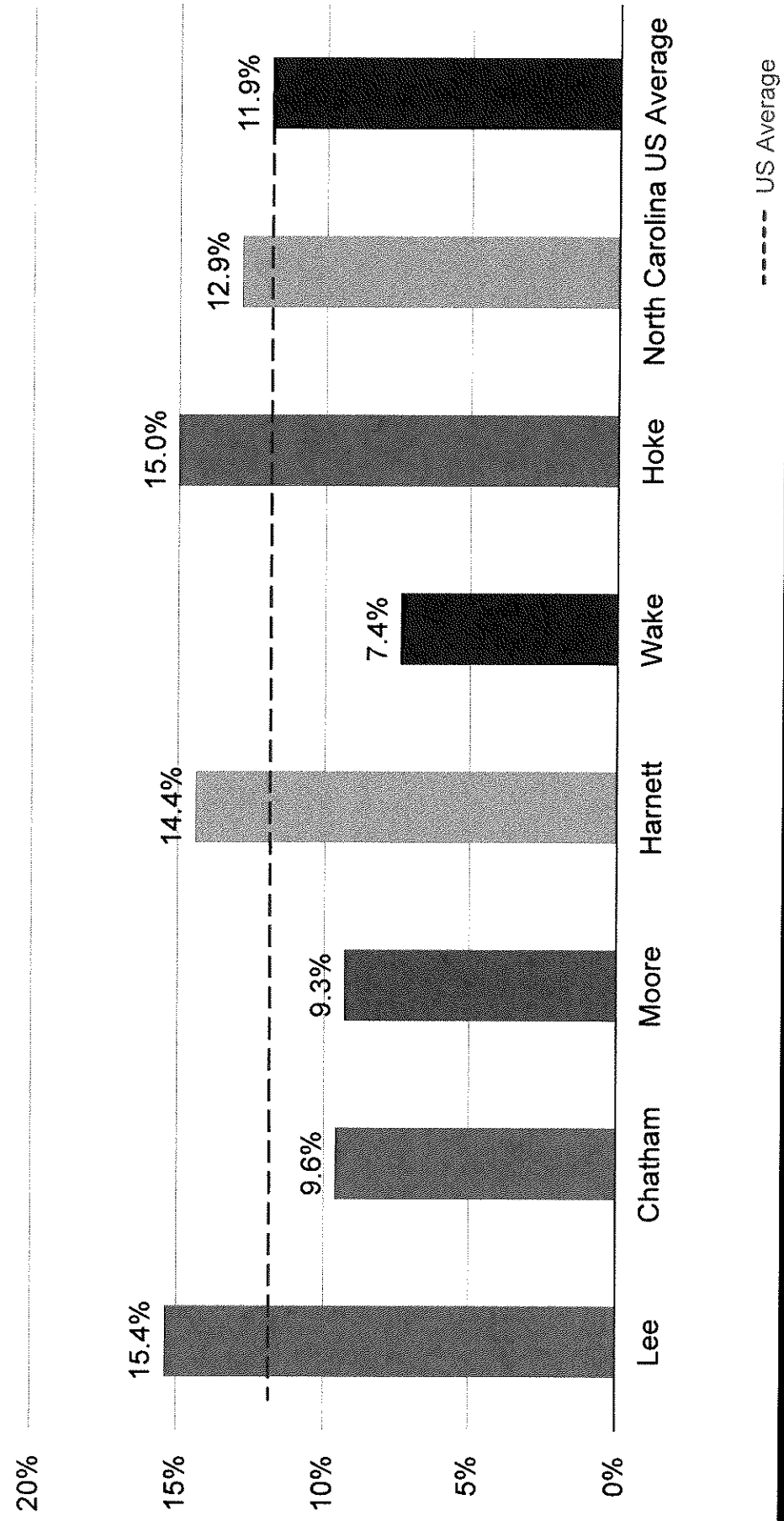


Median Income < \$15,000

Median Income



Poverty Estimates 2020 for Nearby Counties, NC, and US



Cost of Living



	Lee County	North Carolina	USA
Overall	81.0	91.0	100
Grocery	95.5	96.5	100
Housing	60.2	83.1	100
Median Home Cost	\$175,500	\$242,300	\$291,700
Utilities	100.7	99.2	100
Transportation	73.6	83.9	100
Miscellaneous	88.9	89.2	100

100 index = National Average

https://www.bestplaces.net/cost_of_living/county/north_carolina/lee

The total of all the cost-of-living categories weighted subjectively as follows: housing (30%), food and groceries (15%), transportation (10%), utilities (6%), health care (7%), and miscellaneous expenses such as clothing, services, and entertainment (32%). State and local taxes are not included in any category. The overall index for transportation costs, including gasoline, commuting, and auto insurance

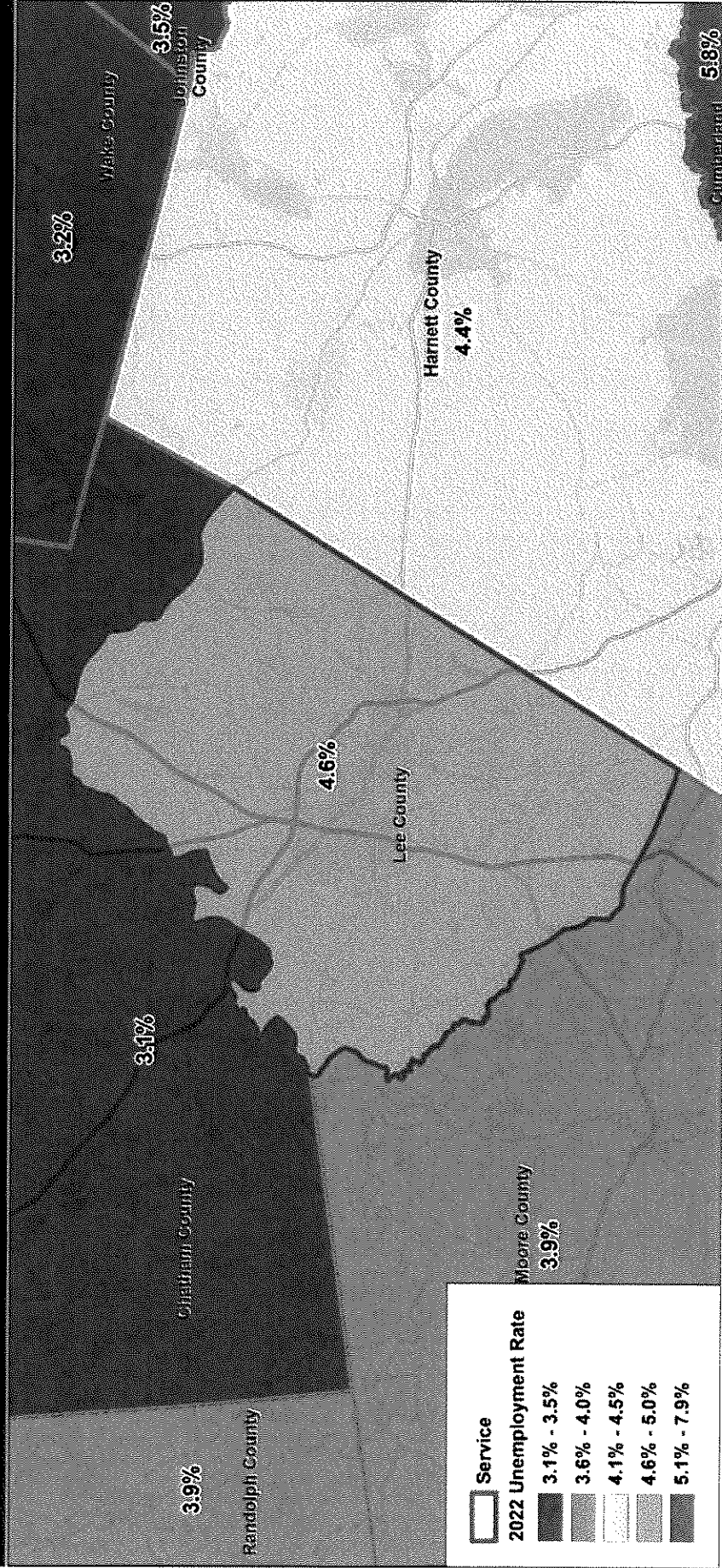


Business & Industry Environment

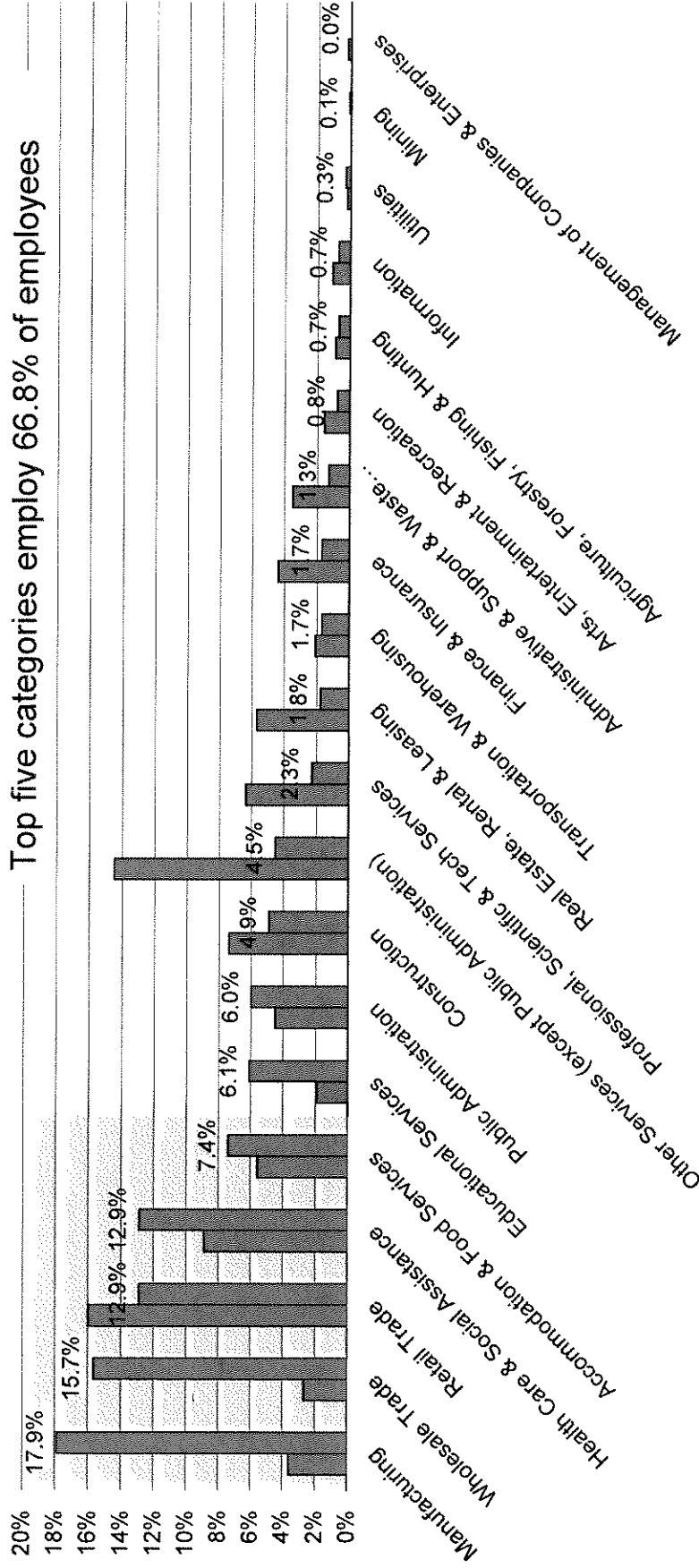
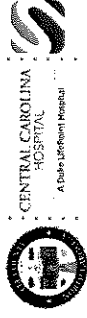
Lee County, NC CHNA

Unemployment by County

(2022 May Preliminary): Lee County – 4.6% | North Carolina – 3.4% | U.S. – 4.0%



Lee County Business Environment 2022



Other Services (except Public Administration):

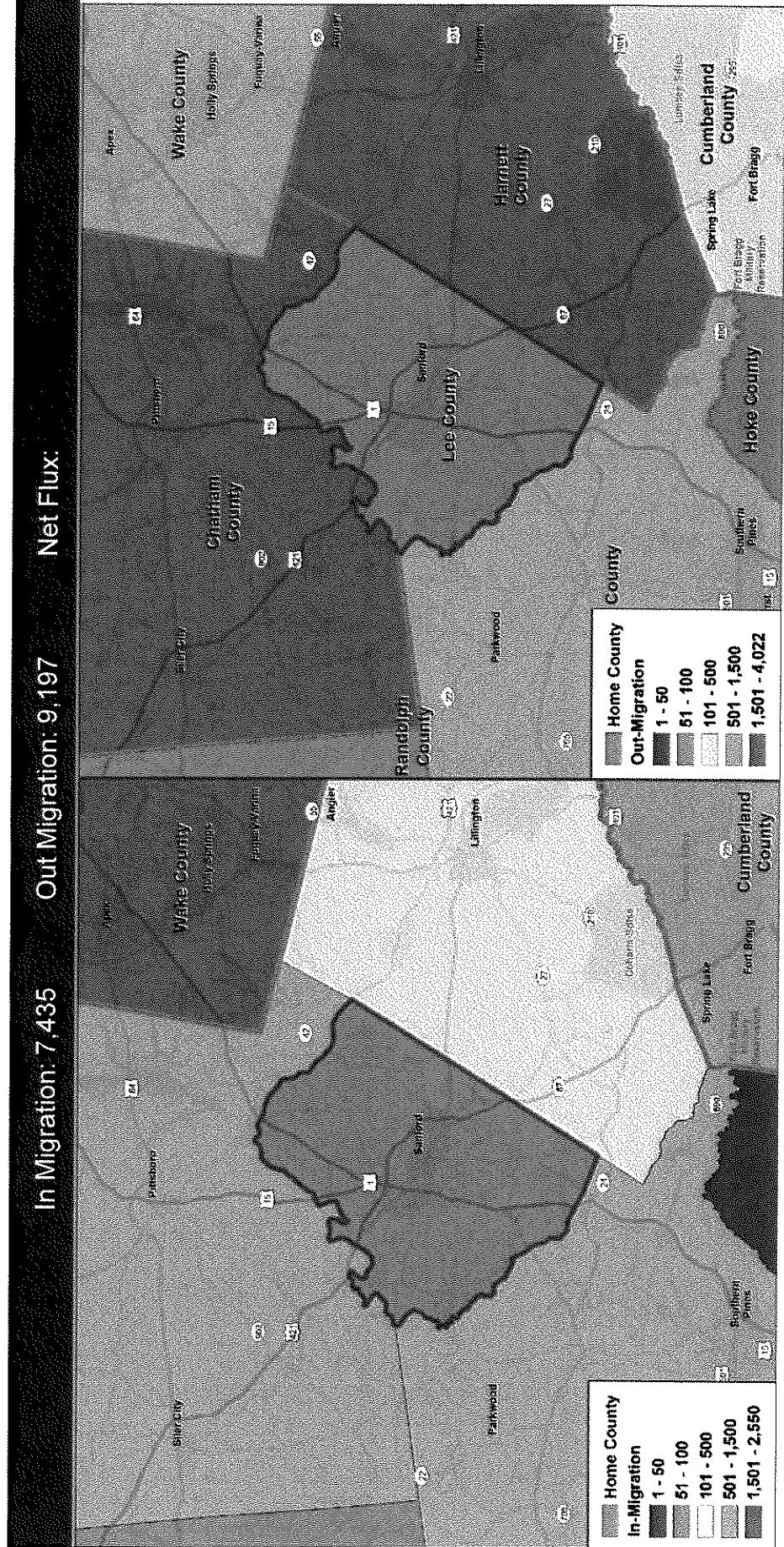
Establishments in this sector are primarily engaged in activities, such as equipment and machinery repairing, promoting or administering religious activities, grantmaking, advocacy, and providing dry-cleaning and laundry services, personal care services, death care services, pet care services, pet care services, pet care services, temporary parking services, and dating services.

Lee County

Commuter Out-migration

Lee County

Commuter In-migration





Psychographics

Lee County, NC CHNA

Tapestry Profile

Neighborhood classification based on purchasing and lifestyle behaviors

14 LifeModes 67 Tapestry Segments

L0 LifeMode Group	L1 Affluent Estates	L2 Upscale Avenues	L3 Uptown Individuals	L4 Family Landscapes
0A Name Tapestry Segment Number EXAMPLE	1A Top Tier 1B Professional Pride 1C Boomburbs 1D Savvy Suburbanites 1E Exurbanites	2A Urban Chic 2B Pleasantville 2C Pacific Heights 2D Enterprising Individuals	3A Laptops & Lattes 3B Metro Renters 3C Trendsetters	4A Workday Drive 4B Home Improvement 4C Middleburg
L5 Gen X Urban	L6 Cozy Country Living	L7 Sprouting Explorers	L8 Middle Ground	L9 Senior Styles
5A Comfortable Empty Nesters 5B In Style 5C Parks & Rec 5D Rustbelt Tradition 5E Midlife Constants	6A Green Acres 6B Salt of the Earth 6C The Great Outdoors 6D Prairie Living 6E Rural Resort Dwellers 6F Heartland Communities	7A Up & Coming Families 7B Urban Villages 7C Urban Edge Families 7D Forging Opportunity 7E Farm to Table 7F Southwestern Families	8A City Lights 8B Emerald City 8C Bright Young Professionals 8D Downtown Melting Pot 8E Front Porches 8F Old & Newcomers 8G Hometown Heritage	9A Silver & Gold 9B Golden Years 9C The Elders 9D Senior Escapes 9E Retirement Communities 9F Social Security Set
L10 Rustic Outposts	L11 Midtown Singles	L12 Hometown	L13 Next Wave	L14 Scholars & Patriots
10A Southern Satellites 10B Rooted Rural 10C Economic Bedrock 10D Down the Road 10E Rural Bypasses	11A City Strivers 11B Young & Restless 11C Metro Fusion 11D Set to Impress 11E City Commons	12A Family Foundations 12B Traditional Living 12C Small Town Simplicity 12D Modest Income Homes	13A Diverse Convergence 13B Family Extensions 13C NaWest Residents 13D Fresh Ambitions 13E High Rise Renters	14A Military Proximity 14B College Towns 14C Dorms to Diplomas

[Click here for more information on Tapestry Segments](#)

Dominant Tapestry Segmentation by Census Tract

Top three categories represent 45% of total households.



Dominant Tapestry Segmentation of Lee County
Arrows point to the top 3 tapestry segments within the county. Tapestry segments only appear on map if they are ranked 1st in a census tract.

Top 3 Tapestry Segments

- 10D | Down the Road (17.9%)**
 - 35.0 med. age
 - \$39k med. HH income
 - Almost half of householders live in mobile homes
 - Young, family-oriented consumers who value their traditions
 - Participate in fishing and hunting
 - Use the internet to stay connected with friends and play online video games.
- 10A | Southern Satellites (14.8%)**
 - 40.3 med. age
 - \$47.8k med. HH income
 - Enjoy country living, preferring outdoor activities and DIY home projects
 - More concerned about cost rather than quality or brand loyalty
 - Somewhat late in adapting to technology
 - They obtain a disproportionate amount of their information from TV
- 6B | Salt of the Earth (12.2%)**
 - 44.1 med age
 - \$56k med. HH income
 - They may be experts with DIY projects, but the latest technology is not their forte. They use it when absolutely necessary, but seek face-to-face contact in their routine activities
 - Last to buy the latest and greatest products
 - Try to eat healthy, tracking the nutrition and ingredients in the food they purchase.

Click here for more information on Tapestry Segments

WHAT Report: Lee County Health & Behavior Habits



Health Habits of Your Community	More-Likely	Behavior Habits of Your Community	More-Likely
Smoked 9+ Packs Of Cigarettes Last 7 Days	280	Very Conservative Political Outlook	156
Used Chewing or Smokeless Tobacco Last 6 Mo	222	Affiliated With Republican Political Party	154
Smoked Non-Menthol Cigarettes Last 12 Mo	206	Do not try to eat healthy	149
Smoked Cigarettes Last 12 Mo	189	Rarely buy based on quality not price	146
Smoked Menthol Cigarettes Last 12 Mo	186	Strongly prefer travel in the U.S. over abroad	145
Filled Prescription at Discount or Department Store Last 12 Mo	176	Occasionally try to eat healthy with nutrition focus	141
Smoked 2+ Cigars Last 7 Days	168	Vote in National Elections: 1-Never	141
Used Denture Adhesive or Fixative Last 6 Mo	162	Do not use Internet for banking transactions	139
Used Denture Cleaner Last 6 Mo	157	Helping to preserve nature is of average importance	139
HH Used Children's Cough Syrup Last 6 Mo	154	Am not more environmentally conscious than most people	138
Used Rheumatoid Arthritis Prescription Drug	154	Somewhat likely to buy first house in next 12 months	136
Filled Prescription at Supermarket Last 12 Mo	148	Do not follow a regular exercise routine	134
Used 'Cold Turkey' Method to Stop Smoking/Last 12 Mo	146	Rarely pay more for environmentally safe product	134
Smoked Electronic/E-Cigarette/Vaporizer Last 12 Mo	145	Am not interested in how to help the environment	134

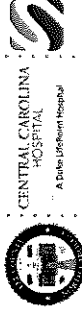
Note: United States Index is 100

WHAT Report: Lee County Communication & Technology Habits



Communication Habits of Your Community	More-Likely	Technology Habits of Your Community	More-Likely
Watched Bounce Last Week	323	Satellite Service Connection to Internet at Home	298
HH Has Dish Network Satellite Dish	297	Used Spanish Language Website or App Last 30 Days	216
Watched INSP Last Week	277	Used Telemundo Website or App Last 30 Days	174
Purchased Music at Discount Department Store Last 6 Mo	250	DSL Connection to Internet at Home	139
Watched CMT (Country Music Television) Last Week	239	Used Xbox Live Online Gaming Service Last 30 Days	138
Listen to Hispanic Radio Format	238	Spend <0.5 Hours Online (Excluding Email) Daily	134
Listen to Country Radio Format	215	HH Spent \$1-\$499 On Most Recent Home Computer	133
Watched Nickelodeon Last Week	214	Played a Game Using Social Media Last 30 Days	130
Watched TV Land Classic Last Week	211	HH Owns Portable GPS Device	125
Watched WE TV Last Week	209	HH Owns Nintendo Wii U Video Game System	123
Watched Outdoor Channel Last Week	207	HH Owns Xbox 360 Video Game System	122
Watched Cartoon Network Last Week	207	Used Internet to Download Video Game Last 30 Days	119
Watched Disney XD Last Week	206	HH Most Recent TV Purchase: Small Screen (<27 in)	119
Watched BET (Black Entertainment TV) Last Week	201	HH Most Recent TV Purchase: Medium Screen (27-35 in)	118

Note: United States Index is 100



Lee County Medical Expenditures Index

			Amount Spent	
			Average	Total
Health Care		84	\$5,979	\$150.4 M
Medical Care		85	\$2,024	\$50.9 M
Physician Services		84	\$242	\$6.1 M
Dental Services		82	\$375	\$9.4 M
Eyecare Services		85	\$67	\$1.7 M
Lab Tests, X-Rays		87	\$68	\$1.7 M
Hospital Room and Hospital Services		86	\$196	\$4.9 M
Convalescent or Nursing Home Care		76	\$29	\$0.7 M
Other Medical services		79	\$138	\$3.5 M
Nonprescription Drugs		86	\$152	\$3.8 M
Prescription Drugs		90	\$341	\$8.6 M
Nonprescription Vitamins		80	\$90	\$2.3 M
Medicare Prescription Drug Premium		90	\$122	\$3.1 M
Eyeglasses and Contact Lenses		82	\$90	\$2.3 M
Hearing Aids		84	\$39	\$1.0 M
Medical Equipment for General Use		79	\$6	\$0.1 M
Other Medical Supplies		82	\$70	\$1.8 M
Health Insurance		84	\$3,954	\$99.5 M
Blue Cross/Blue Shield		87	\$1,067	\$26.9 M
Commercial Health Insurance		83	\$797	\$20.1 M
Health Maintenance Organization		76	\$630	\$15.8 M
Medicare Payments		88	\$831	\$20.9 M
Long Term Care Insurance		81	\$46	\$1.1 M
Other Health Insurance		83	\$145	\$3.6 M

Note: United States Index is 100
Health Care Index is household-based, and represents the amount spent out of pocket for medical services relative to a national index of 100.



Environment and Health Data

Lee County, NC CHNA

Consumer Spending on Health Care

US Index is 100. Orange and red shaded census tracts are areas that spend more out of pocket on health care than the US average. Grey, blue, yellow colors spend less out of pocket on healthcare than the US.



Smoked Cigarettes in the Last 12 Months



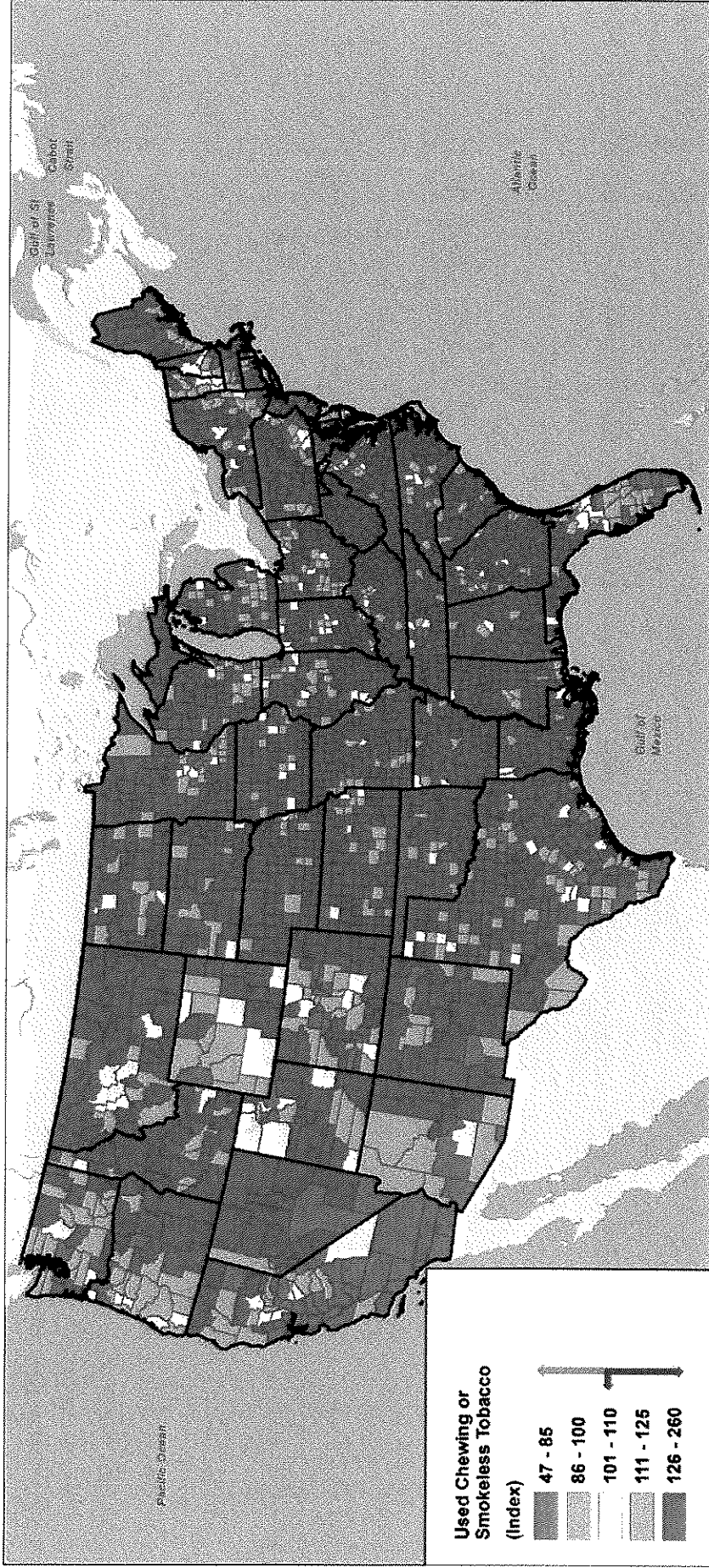
Smoked Electronic Cigarettes in the Last 12 Months



Used Chewing or Smokeless Tobacco in the Last 12 Months



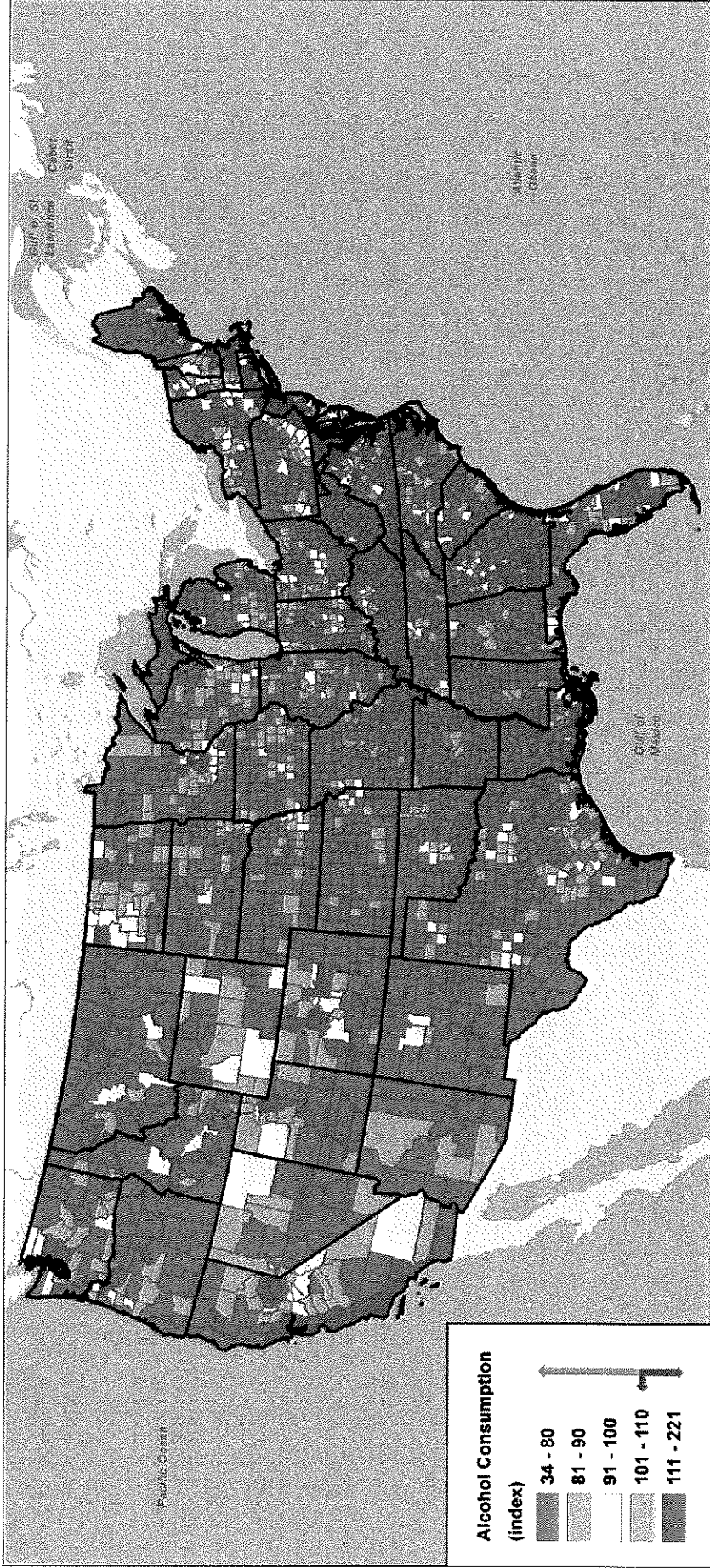
Used Chewing or Smokeless Tobacco in the Last 12 Months



Alcohol Consumption in the Last 12 Months



Alcohol Consumption in the Last 12 Months



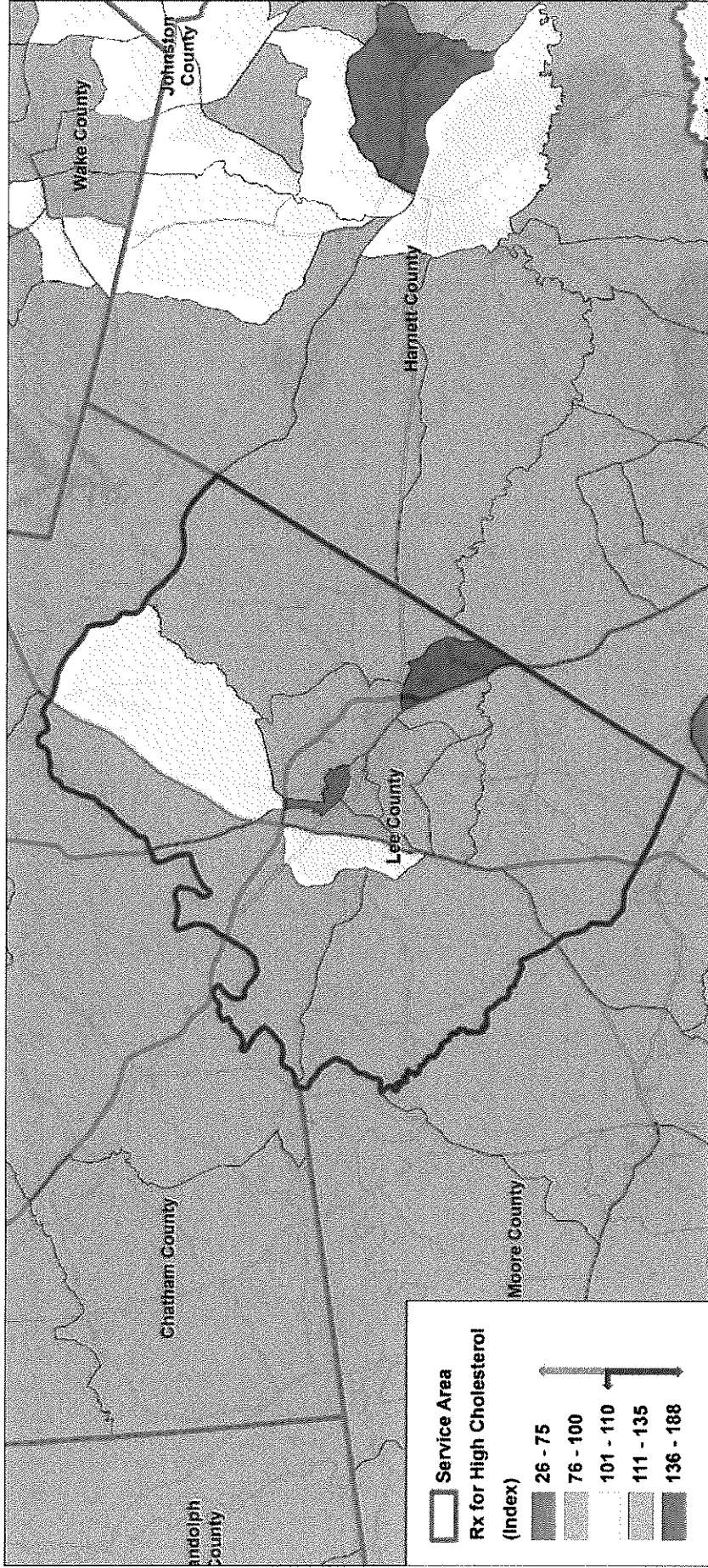
Use Prescription Drug for Depression



Use Prescription Drug for High Blood Pressure



Use Prescription Drug for High Cholesterol



Visited a Doctor in the Last 12 Months





Community Focus Groups

Lee County, NC CHNA

Focus Groups

Three focus groups were held at:

- Central Carolina Hospital on May 19
- Dennis Wicker Civic Center on June 23
- McSwain Building on August 11, 2022

25 community members participated in focus groups to share their opinions on community health status and needs.

They represented:

1. Mental health
2. Substance use
3. Attorneys
4. Children and families
5. Housing
6. Community advocates

Please identify the two most serious barriers for residents to access health department services?

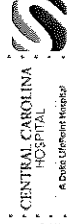


- Lack of transportation-COLTS is the primary means, cost & hours. Impact to food, work, hospital access.
- Perception of expense-real or otherwise there is a concern that the cost will limit access
- Most commonly cited barriers were transportation and insurance.
- Also mentioned were documentation related to residency status, awareness of services, and an unwelcoming perception and environment.
- Transportation
- Citizens are unaware of services provided, misinformation about services available, and lack of accessible advertising of services

What are the two major health issues in Lee County?

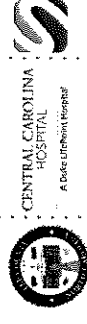
- Diabetes
- Behavioral/Mental Health
- Drug Use Disorder
- STD/Is
- Access to Medicare resources for older adults to assist with registering and obtaining benefits

What are two things that can be done to strengthen the health care system in Lee County?



- Increase resources of services that are already available
- Someone in the community to create relationships and trust to provided services
- Strengthen transportation to rural areas, extension of County of Lee Transportation System (COLTS), and ensuring affordable transportation
- Offer evening hours for clinical services for those who work and can't take time off
- Increase access to health insurance
- Coordination of care for primary care services
- More funding for peer support programs

What are the two most important issues affecting the lives of children/youth in Lee County?



- * Homelessness-impact on children
- * Nutrition- Food deserts/insecurity, access to food/nutrition during non-school hours and summer break
- * Teen pregnancy
- * Drug use, alcohol abuse
- * Recreation, viable accessibility for recreation meaning accessible to all
- * Affordable childcare
- * There is nothing for children to do during summer and non-school hours which leads to boredom and illicit activities

What are two things that can be done to improve the quality of life for children/youth?



- Better access to affordable housing
- Address unsheltered youth crisis and recognize that it is widely under-reported
- Transportation
- Increase the quality of life, through outlets for child enrichment and summer activities
- Accessible and affordable childcare
- Workshops for families and parents, and bilingual staff
- Provide parents with parenting education and resources that they need
- Provide more mental health services within school setting and fight back against stigma that kids are "bad", increase counseling/social work staff in schools

What are the two most important issues affecting the lives of senior citizens in Lee County?



- Inflation-Price of goods, prescription costs, services Then leads to isolation which exacerbates mental health issues
- Transportation
- Food deserts
- Lack of in home and respite care
- Lack of access to adequate housing that is structurally sound, lack of access to resources for remediating inadequate living conditions
- Insufficient resources for connecting Seniors to Medicare coverage and services

What are two things that can be done to improve the quality of life for senior citizens in Lee County?



- * Transportation
- * Awareness of available services, such as access to the enrichment center
- * Forming a partnership with the Community College and its CNA program for additional access to in home services and quality care
- * Increase resource programs
- * Address barriers related to navigating housing insecurity/changes in housing, address affordability crisis for housing

What are the two main threats to safety for county residents?

- Gang issue-neighboring counties, gangs are major threats
- Internet-change in behavior and attitude
- Drug and alcohol abuse
- Gun violence
- Housing insecurity, unsheltered status
- Lack of child enrichment are also of great concern



What are two things that can be done to make Lee County safer?

- De-escalation techniques from law enforcement
- Events for youth, well mannered interactions with uniformed officers, establish partnerships with county departments within the community
- Increasing sense of community and relying less on policing and more on the community to police itself;
- Address entire family unit to address accountability
- Substance use/trauma/mental health among parents, empower all family members to ask for help
- Hire police who truly understand and now how to respond appropriately in situations of crisis; hire peer support staff within law enforcement

What are two major reasons individuals and families need help because of stress and anxiety?

- * COVID-19
- * The unknown
- * Unemployment, job security, finances
- * School being out
- * Inflation
- * Displacement concerns

What are two things that can be done to strengthen supports for households needing help with stress and anxiety?



- * Behavioral health in telehealth.
- * Outlet for youth aside from B&G club, activities for youth
- * Secure jobs
- * Collaborate with outside agencies and community partners to provide perception of unity
- * Offer virtual options for services to address transportation barrier
- * Make people more aware of services available

What are the two most significant environmental health issues in the county?

- * Older homes in need of repair,
- * Multiple families in single family homes putting strain on individual property infrastructure like water and sewage
- * Unsafe drinking water, inadequate/unsafe housing
- * Rapid growth and expansion outpacing existing infrastructure

What are two ways the county can improve environmental health?

- Infrastructure for wastewater for new developments
- Address housing insecurity and water/waste infrastructure.
- Address the perception that the County is not currently doing anything by increasing awareness on efforts and services

What are the two most significant educational needs in Lee County?

- Better staffing for teachers, order and better framing in classrooms to allow teaching
- Staffing for qualified teachers and retaining staff
- Drop out rates for students
- Lack of access to early child education
- Investments in continuing education
- Choices regarding school choice and quality
- Removing politics from school board
- Quality of education, producing high school graduates that truly ready for the workforce, community college offers very limited number of programs, community college has waitlists for most programs



What are two ways the county can improve education?

- * Pay teachers a living wage, increase teacher pay
- * Remove politics from school board proceedings
- * Increasing positive sentiment and awareness for trade school
- * Investments in early child education
- * Continuing education for staff
- * Increase the number of qualified staff and retain existing staff
- * Address inadequate staffing for new home development/growth
- * Challenge students to excel
- * Address home environments that do not believe in education
- * Allow students to leave school environment once legally able to at 16 years old



What are the two biggest criminal justice needs in Lee County?

- Prevalence of misuse of guns
- Bail reform or extended detainment before trial
- Employment opportunities for those coming out
- Trauma informed outreach, mental health resources are inadequate, inaccessible, and have long waiting lists
- Substance use disorder and mental health challenges
- Lack of access to reentry programs that are holistic
- Racial disparities for crimes/sentencing, disconnect for equity at local/state/federal levels,
- Families and caretakers don't have the resources to transport/assist youth with reentry requirements

What are two ways Lee County can improve criminal justice?

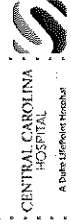
- Recidivism
- Inpatient drug rehab
- Provide trauma informed trainings for first responders, provide mental health care via first responders
- Remove barriers to post incarceration employment.
- Dedicated staff to go inside of jails to meet with those to be released to counsel and plan for post incarceration plans

Please identify two services or programs that are needed in Lee County that are not currently available.



- Inpatient Drug rehab
- More capacity for sheltering the homeless
- Summer programs, an example given was the National Youth Sports Program or NYSP.
- Teen court and court-mandate compliant parenting programs for families.
- A day reporting system for reentry that provides an array of programs for incarceration-to-community reentry

What do you consider to be Lee County's two greatest strengths?



- Lower cost of living in comparison to other cities/counties
- Strong & diverse faith community
- Community College
- Nonprofit community excels
- Manufacturing, jobs, retail, opportunities for employers to receive large tax breaks, more opportunities for revenue with increased growth

What are the two greatest challenges facing the county?



- Focus on regular everyday people not being left behind during expansion.
- Ensuring that young people are ready for coming industries in the area and not surpassed by the neighboring counties
- Growth
- Transportation
- Drug use
- Food insecurity up to 19%
- Rapid growth and the perception that Lee County can't keep up to accommodate demand
- No opportunity for low to middle income residents to own a home or acquire affordable housing

Do you feel that the Lee County Health Department provides the healthcare services needed in Lee County? If not, how do you feel the health department could improve? If so, how should the health department improve?



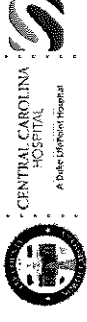
- Lack of offered services after or during regular hours due to staffing or other issues.
Extended availability of existing hours.
- Further change in perception of what HD does.
- Continue to review needs of the community and then locate staffing & funding to care for the identified need.
- Perception is no. Issue with care not being given to certain age groups without parental consent. The LCHD seems to be doing the best job they can with very limited resources, idea that LCHD is working with nothing to make something happen



Community Survey

Lee County, NC CHNA

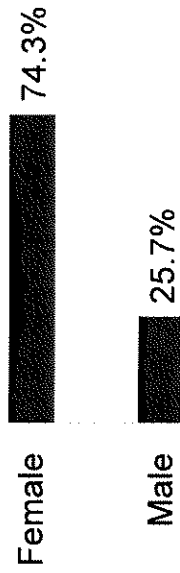
Survey Methodology



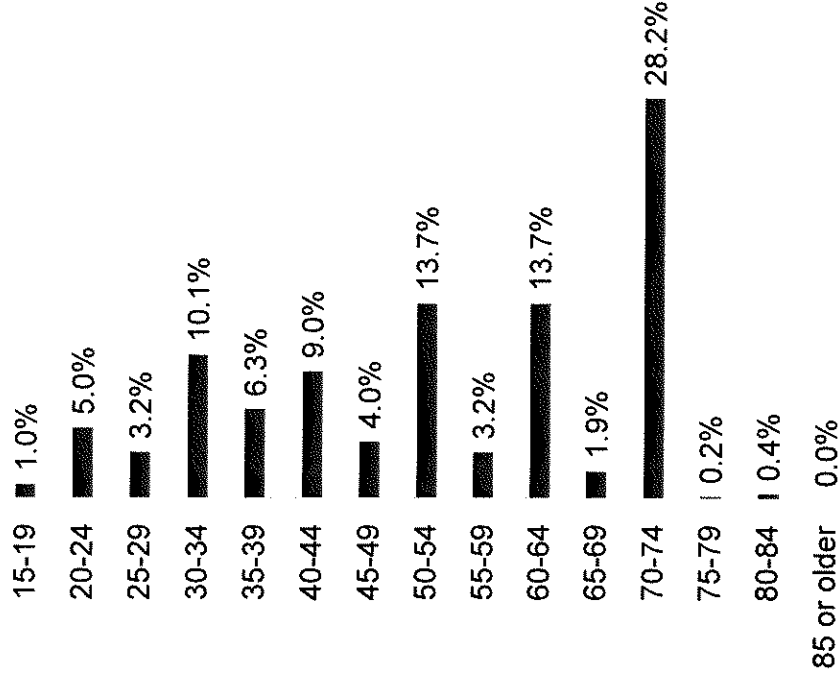
- LeeCAN, Central Carolina Hospital, and the Lee County Health Department conducted an online and paper version community survey in Lee County. Stratason combined and analyzed the results.
- 663 total surveys were completed from March 16, 2022, through August 16, 2022, including 399 paper surveys, 218 online English surveys, and 46 online Spanish surveys were completed.

Community Survey Demographics – Age, Gender, ZIP Code

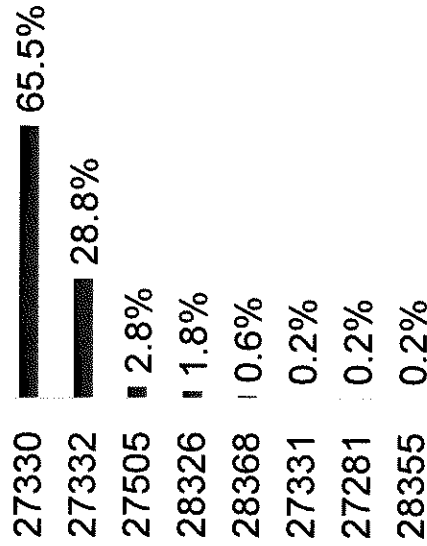
Gender



Age



ZIP Code



N=521 Q40. Are you male or female?
N=524 Q39. How old are you?

N=504 Q49. What is your zip code? (write only the first 5 digits)

Community Survey Demographics – Race/Ethnicity



CENTRAL CAROLINA
HOSPITAL
A Division of Novant Health

**Are you of Hispanic, Latino,
or Spanish origin?**

If yes, are you:

No 80.9%

Mexican, Mexican American, or Chicano 55.6%

Other Hispanic or Latino (please specify) 28.4%

Yes 19.1%

Puerto Rican 13.6%

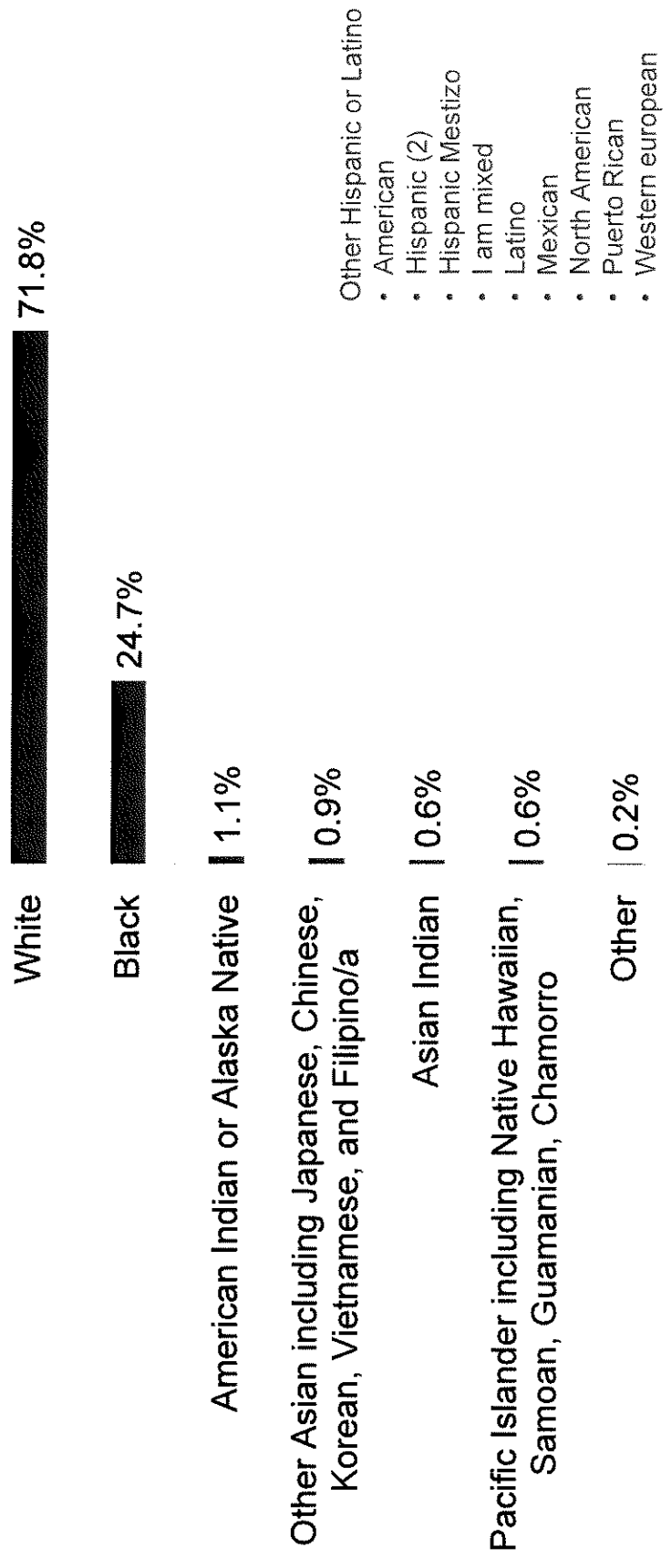
Cuban 2.5%

Other Hispanic or Latino

- Salvadoran 6
- Guatemalan 4
- Honduran 4
- Blank 2
- Central American
- Latino
- Venezuela
- Venezuelan-American
- Cuban
- Dominican
- Peru

Community Survey Demographics – Race/Ethnicity

What is your race?

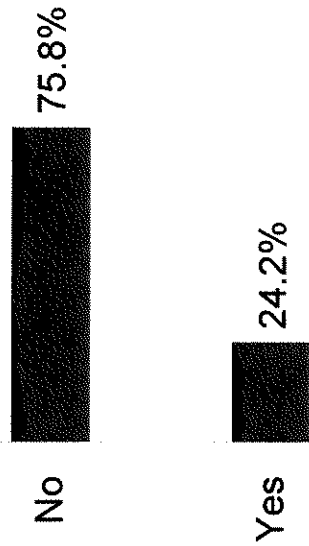


Community Survey Demographics – Language

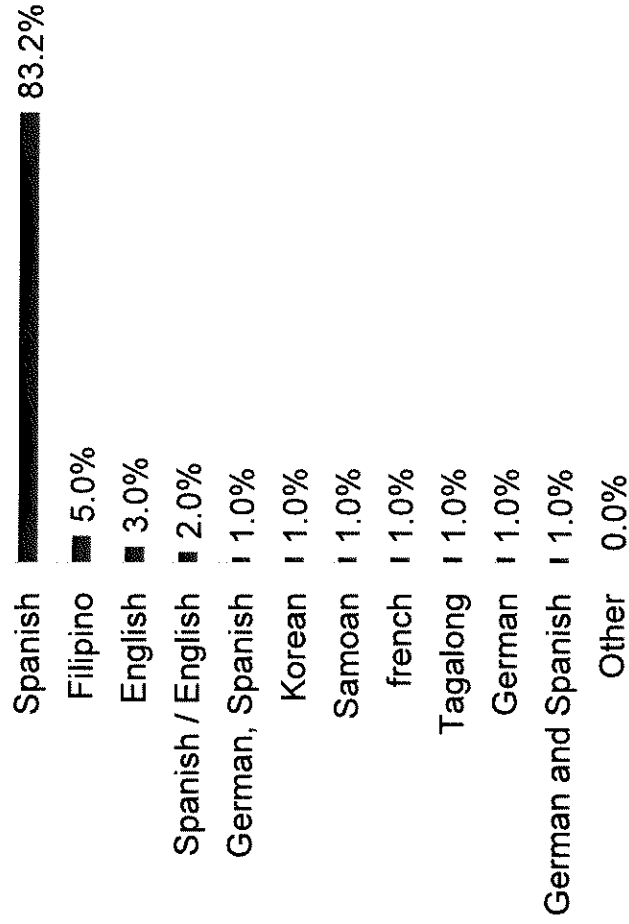


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Do you speak a language other than English at home?

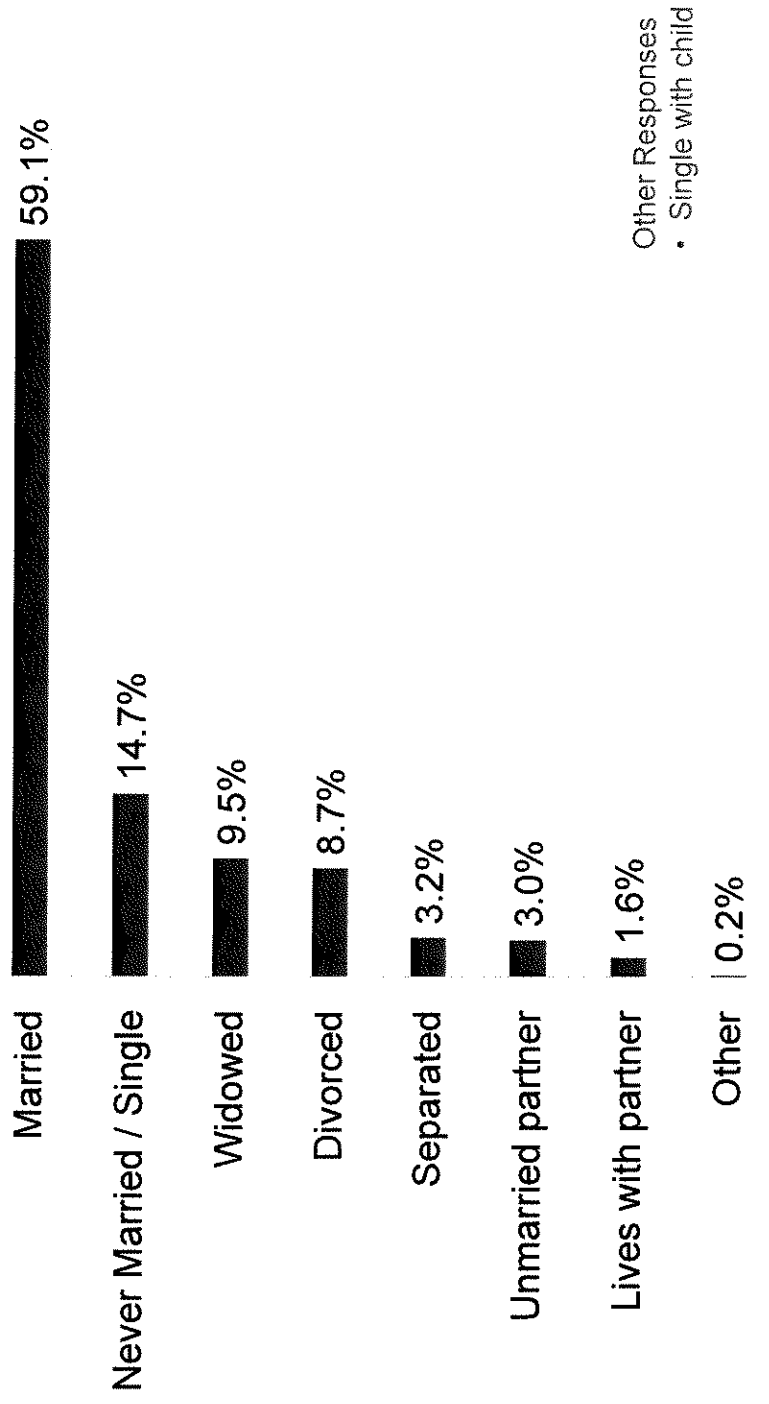


If yes, what language do you speak at home?

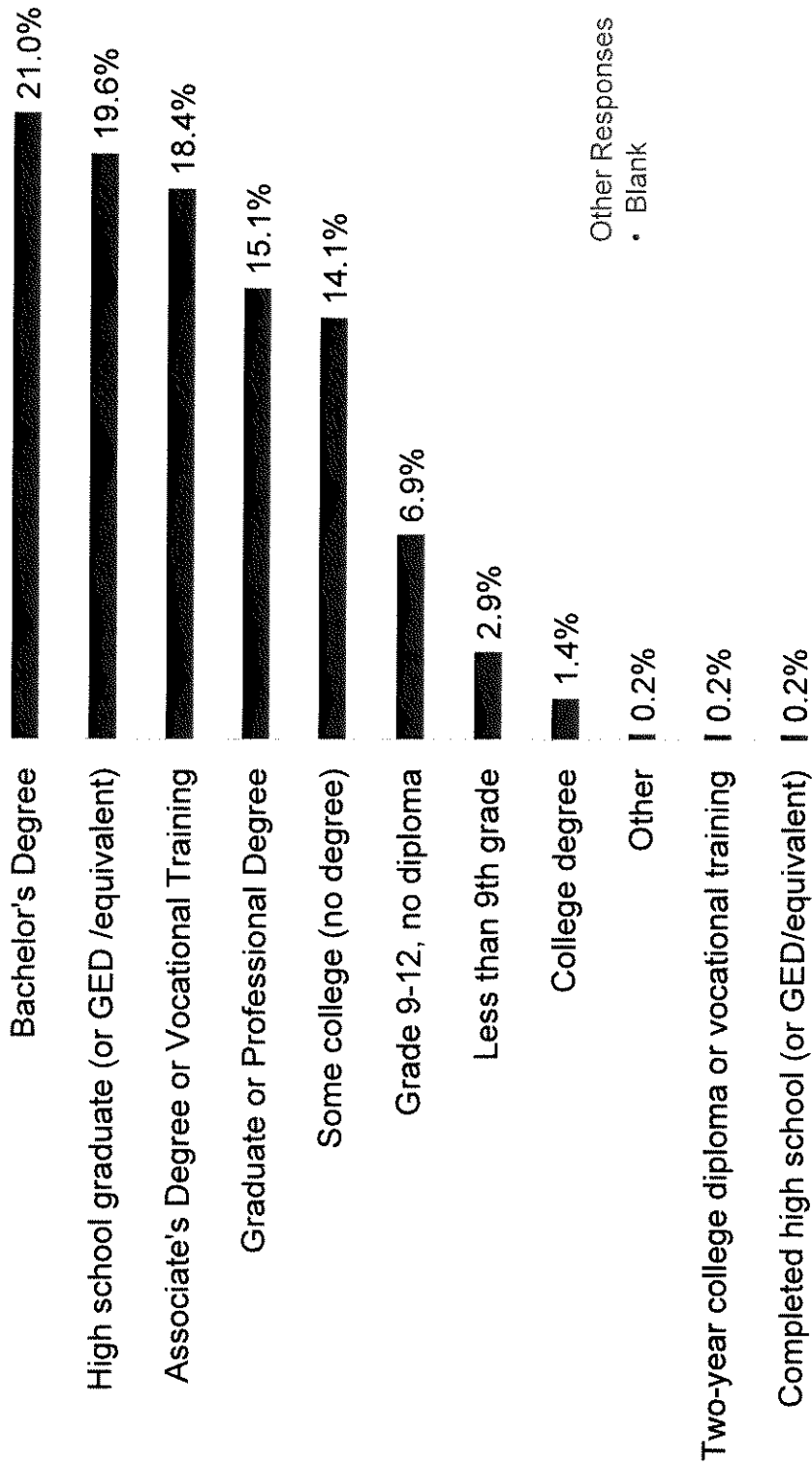


69 N=654 Q43. Do you speak a language other than English at home?
N=101 Q43B. If yes, what language do you speak at home?

Q44. What is your marital status?

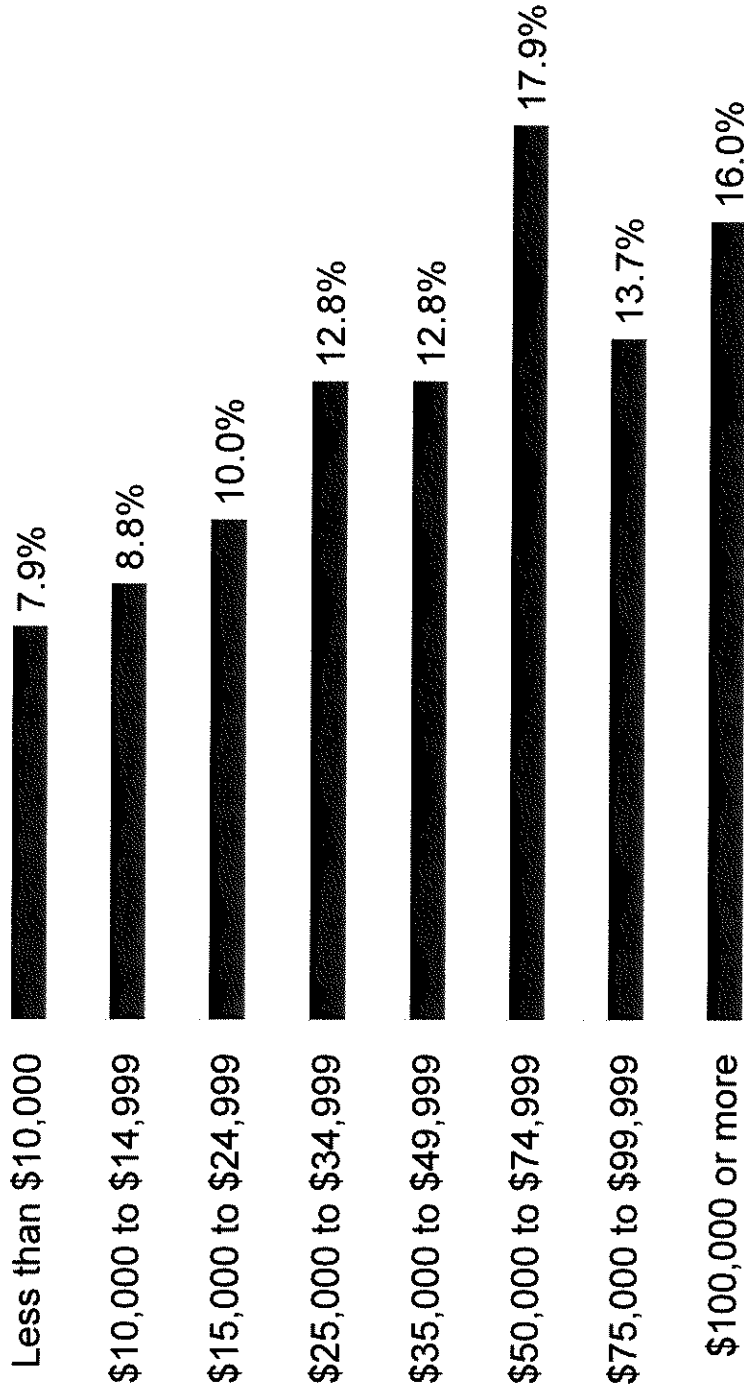


Q45. What is the highest level of school, college or vocational training that you have finished?

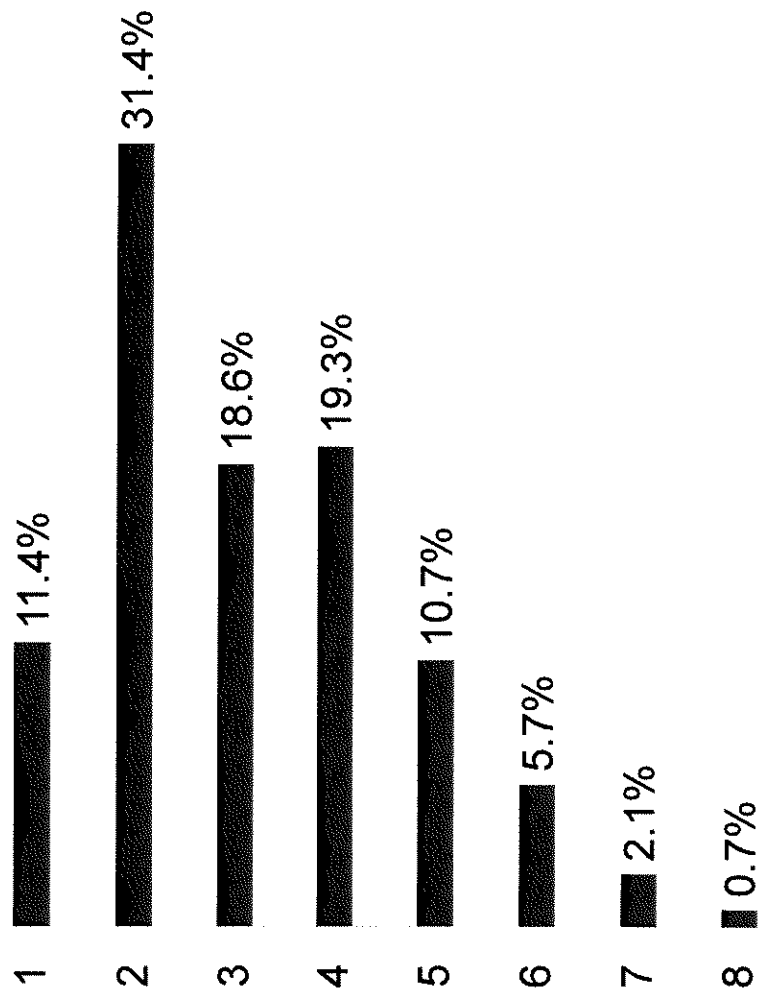




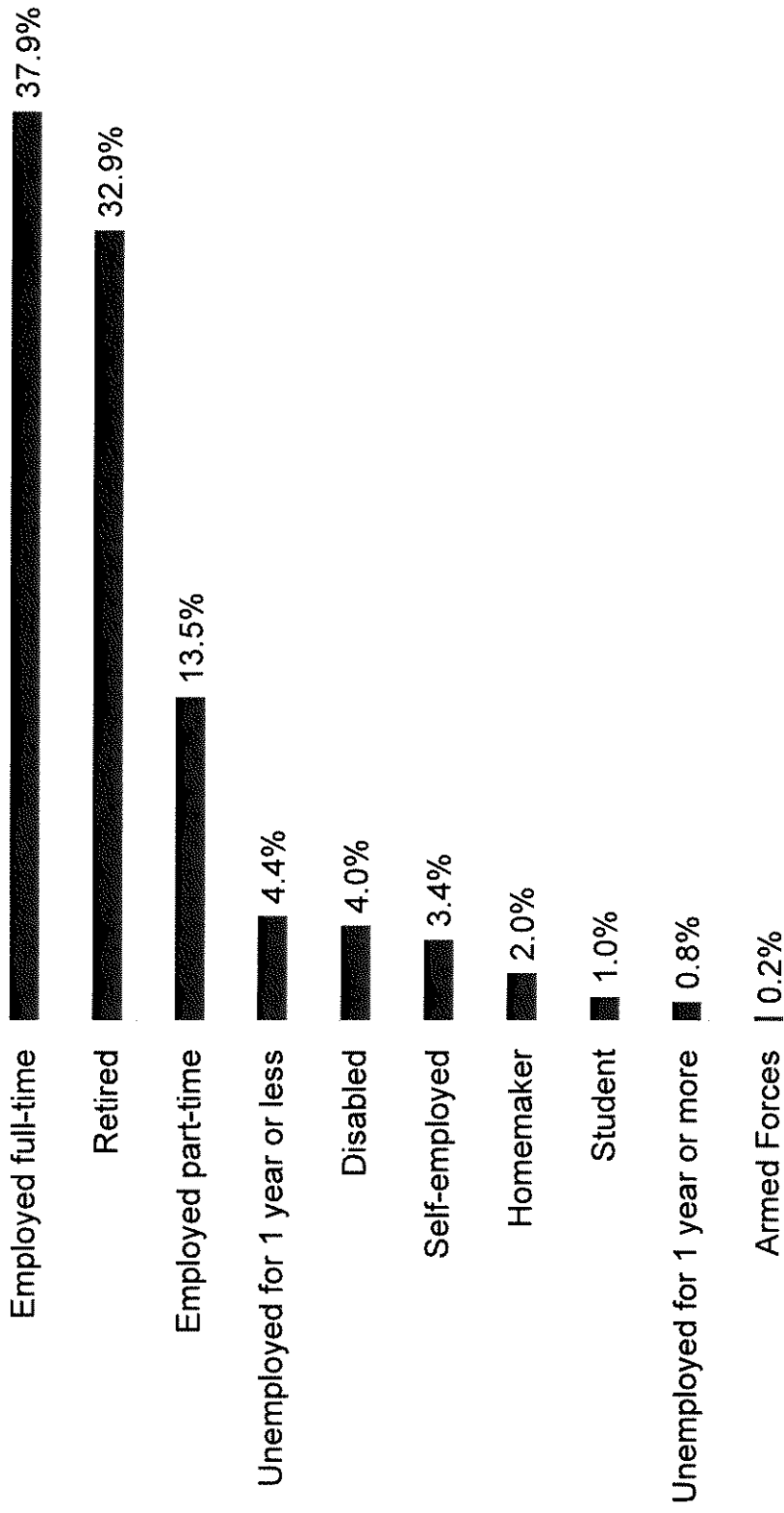
Q46. What was your total household income last year, before taxes?



Q46B. How many people does this income support?(if you are paying child support but your child is not living with you, this still counts as someone living on your income)



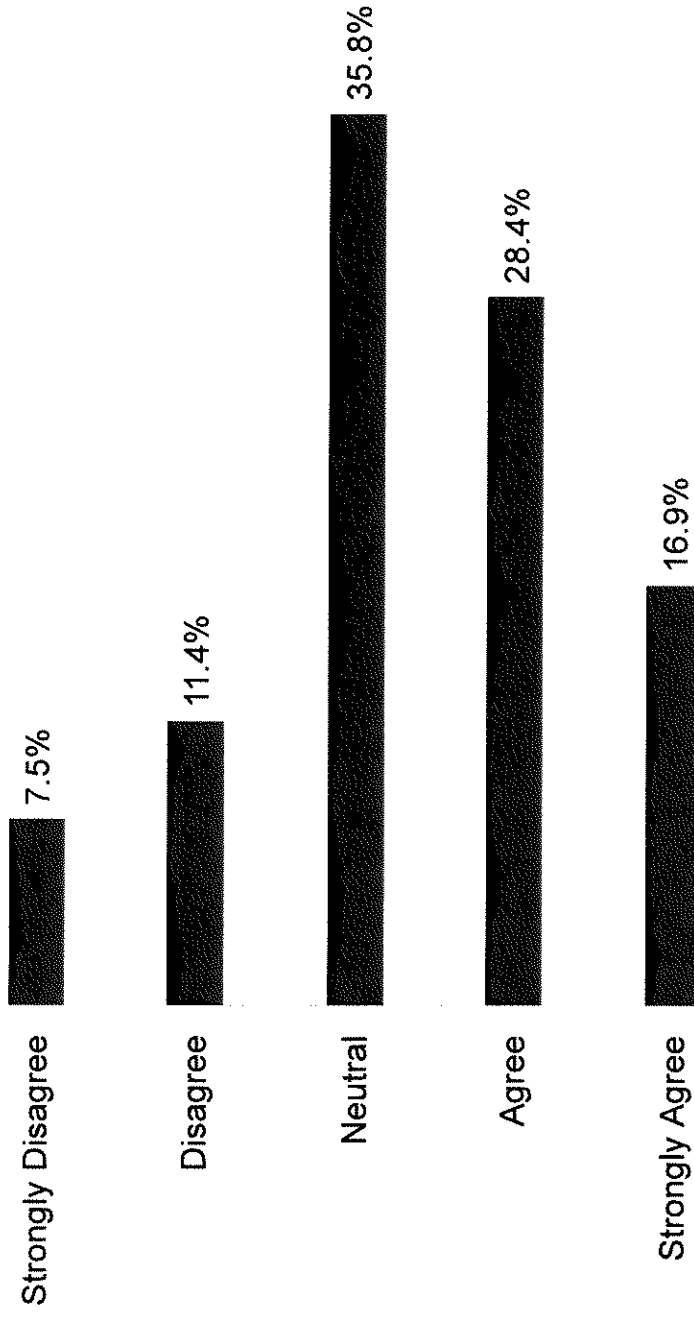
Q47. What is your employment status?



Q1. How do you feel about this statement "There is good healthcare in Lee County"?



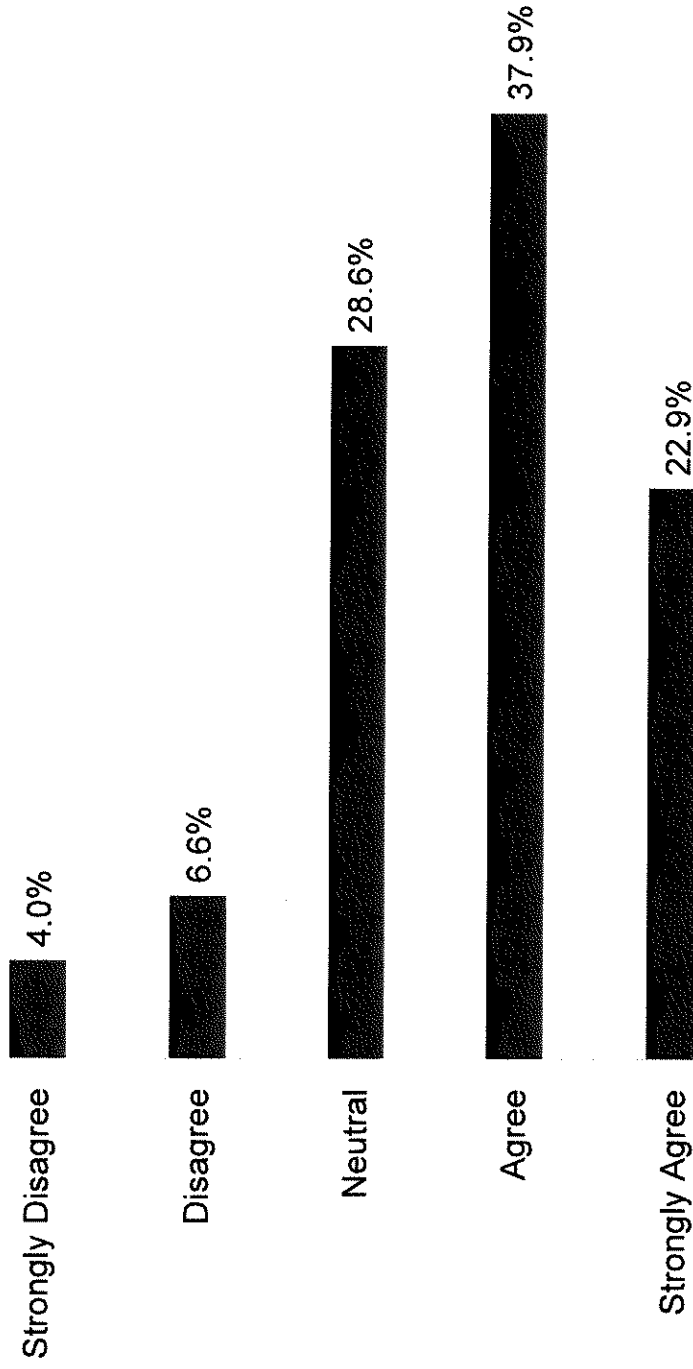
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Q2. How do you feel about this statement, "Lee County is a good place to raise children"?



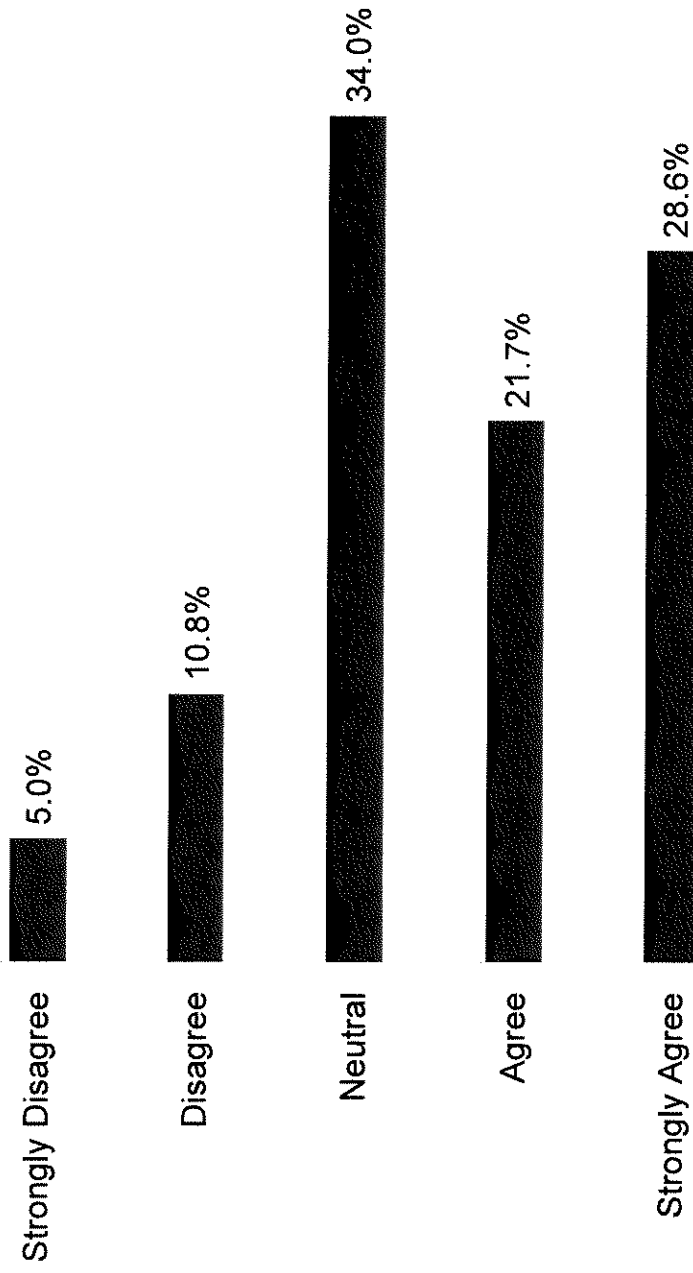
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Q3. How do you feel about this statement, "Lee County is a good place to grow old"?

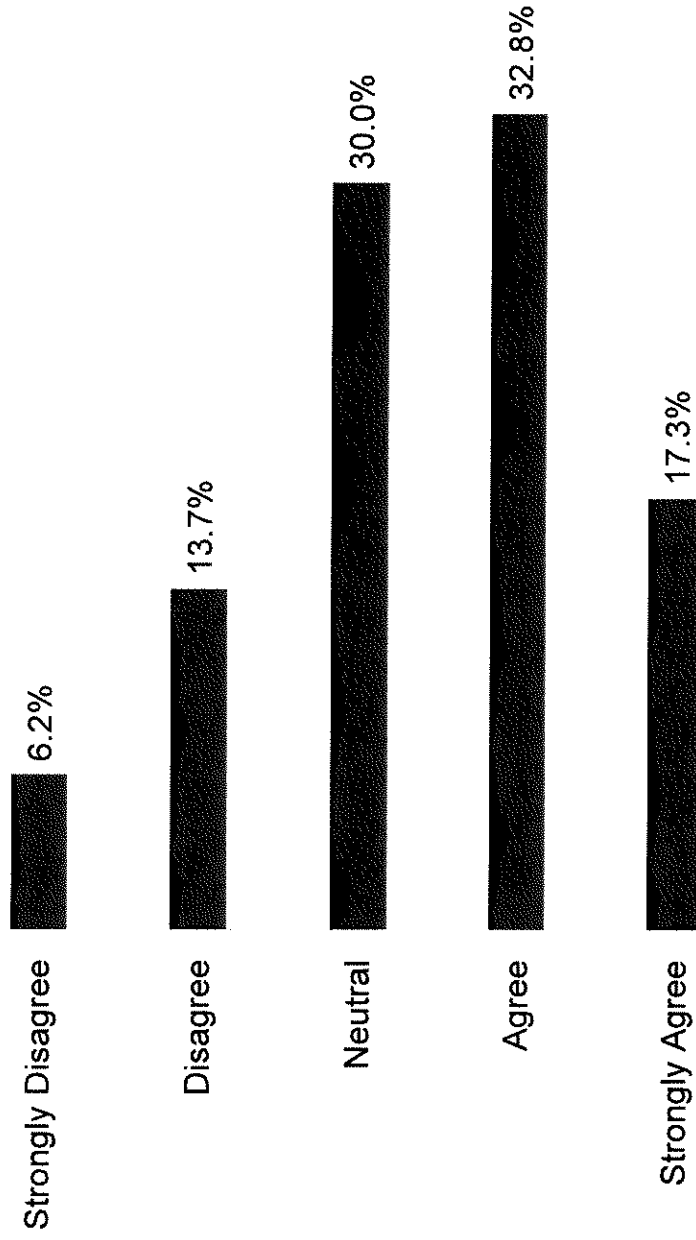


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77 N=483 Q3. How do you feel about this statement, "Lee County is a good place to grow old"? Consider the county's elder-friendly housing, transportation to medical services, recreation, and services for the elderly.

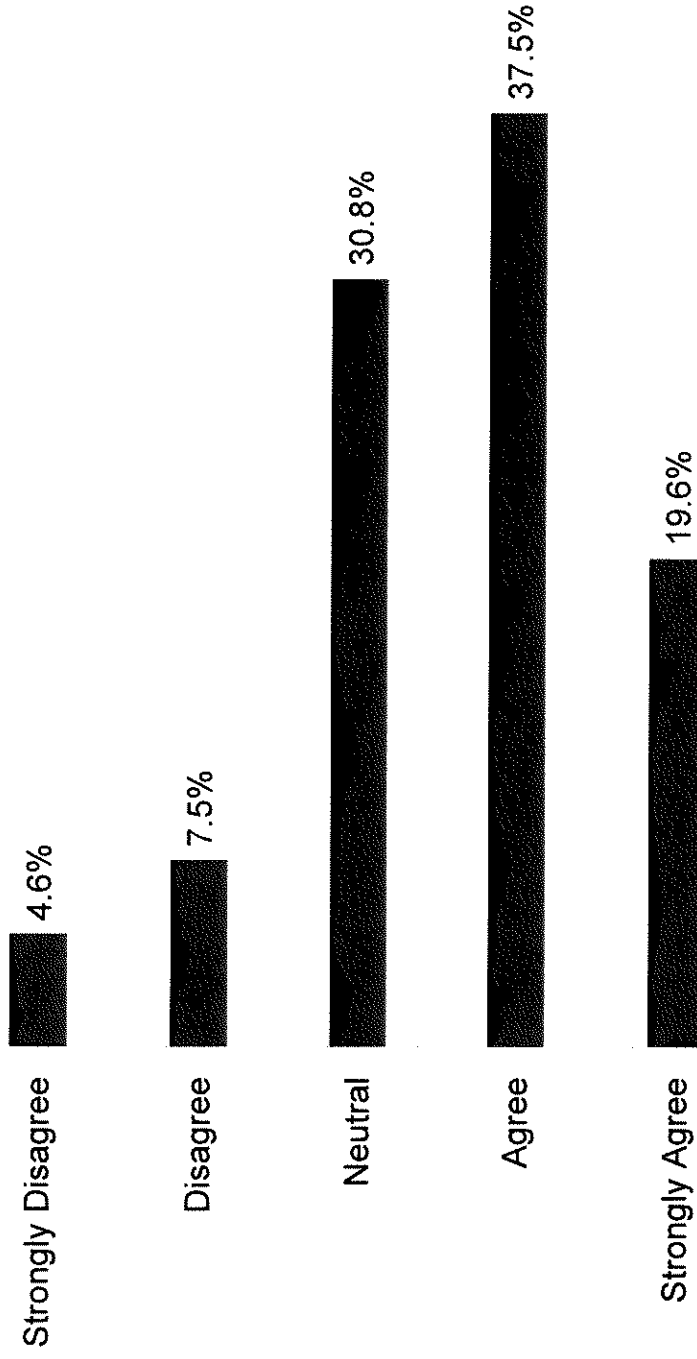
Q4. How do you feel about this statement, "There is plenty of economic opportunity in Lee County?"



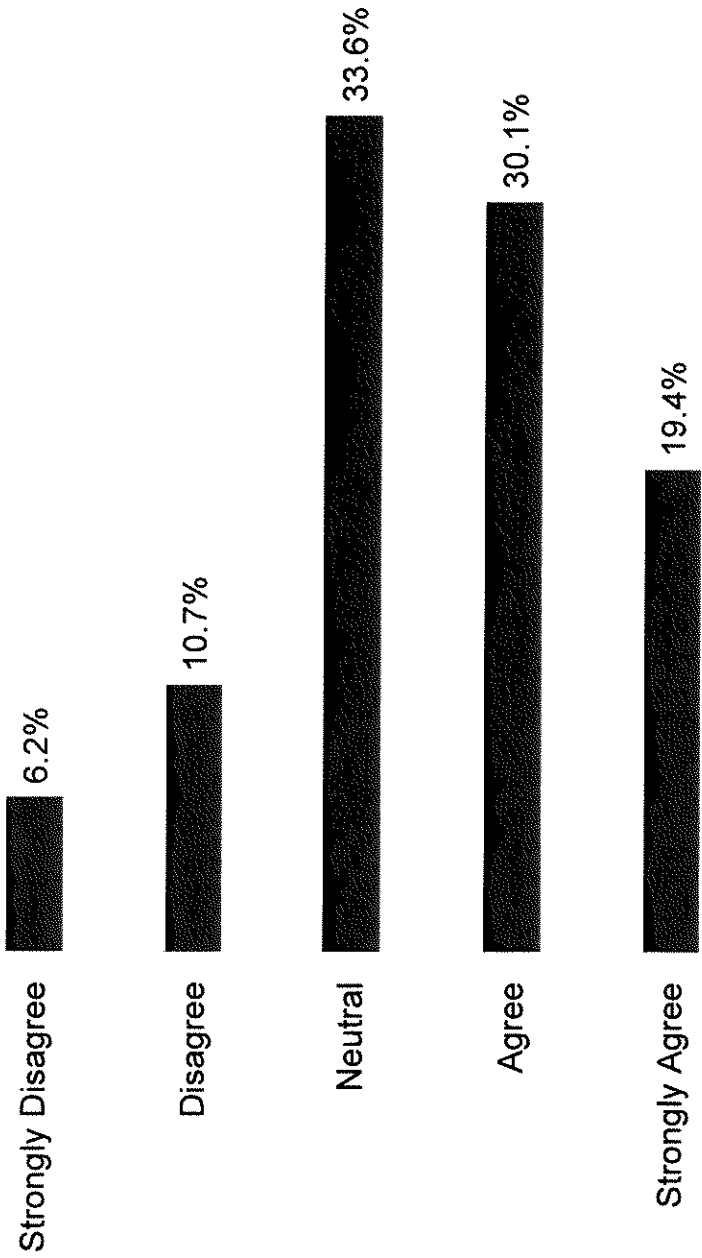
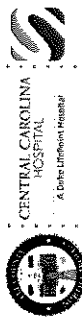
Q5. How do you feel about this statement, "Lee County is a safe place to live"?



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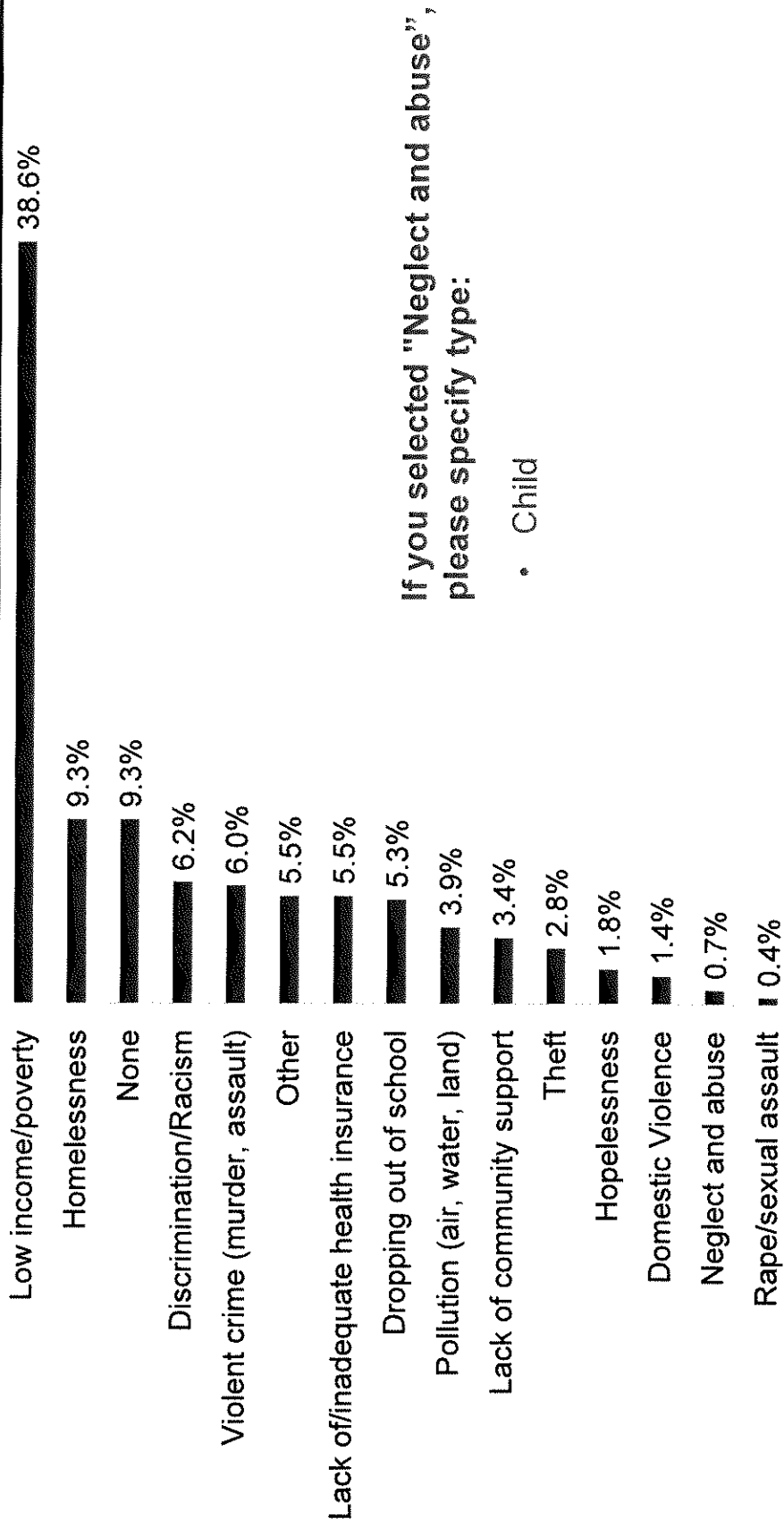


Q6. How do you feel about this statement, "There is plenty of help for people during times of need in Lee County"?



80 N=578 Q6. How do you feel about this statement, "There is plenty of help for people during times of need in Lee County"? Consider social support in this county; neighbors, support groups, faith community outreach, community organizations, and emergency monetary assistance.

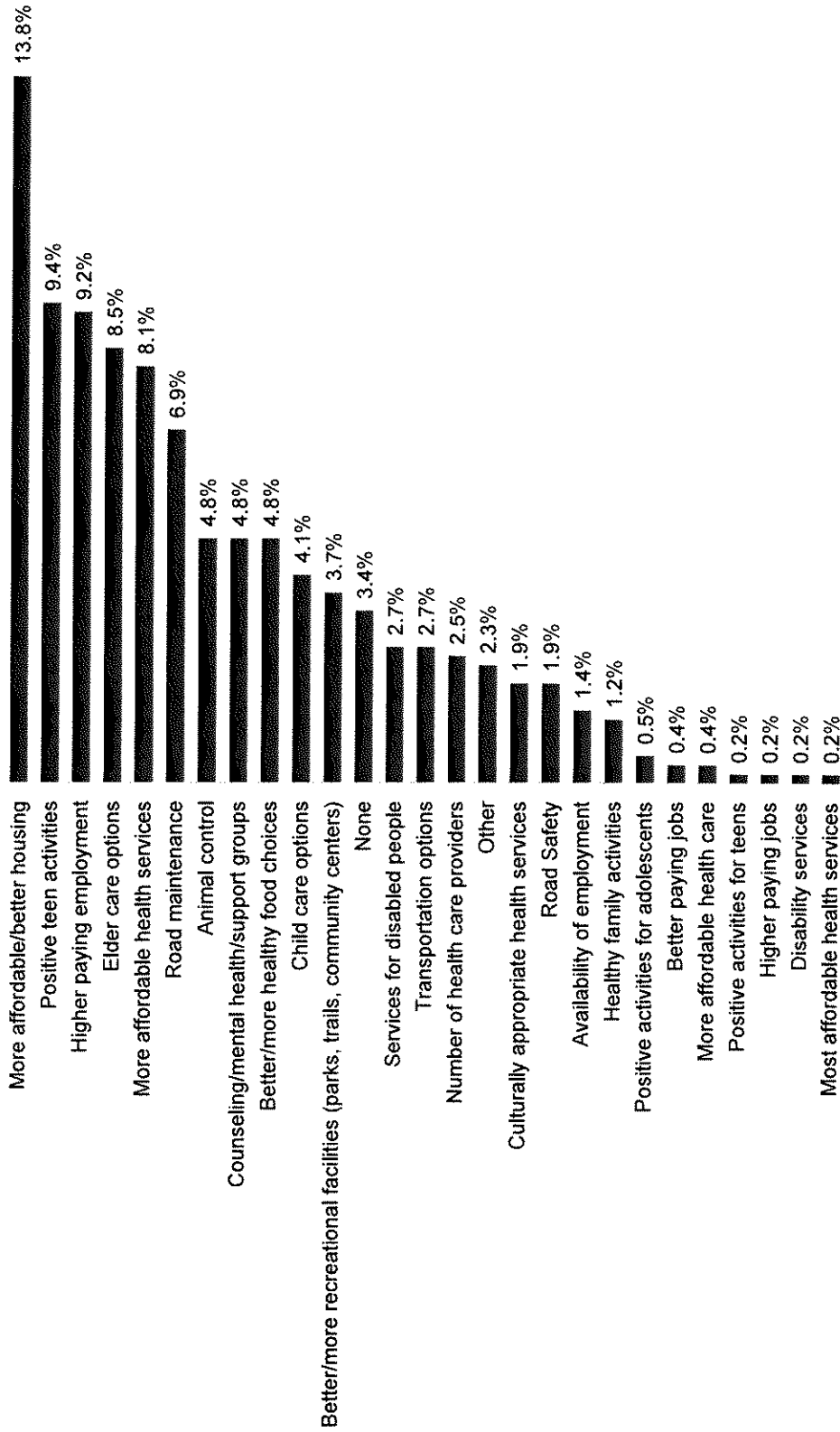
Q7. In your opinion, which one issue most affects the quality of life in Lee County?



If you selected "Neglect and abuse", please specify type:

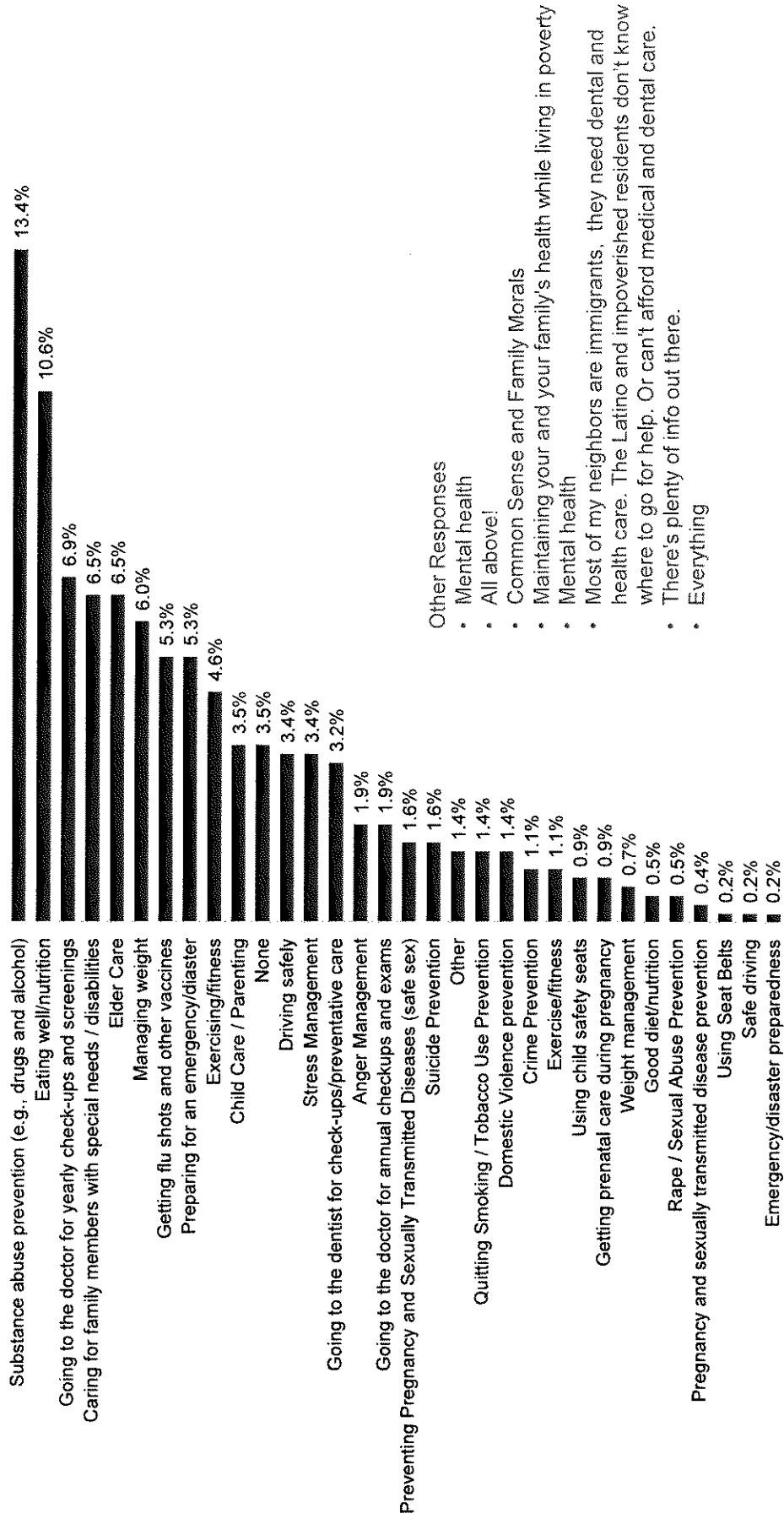
- Child

Q8 In your opinion, which one of the following services needs the most improvement in your neighborhood or community?



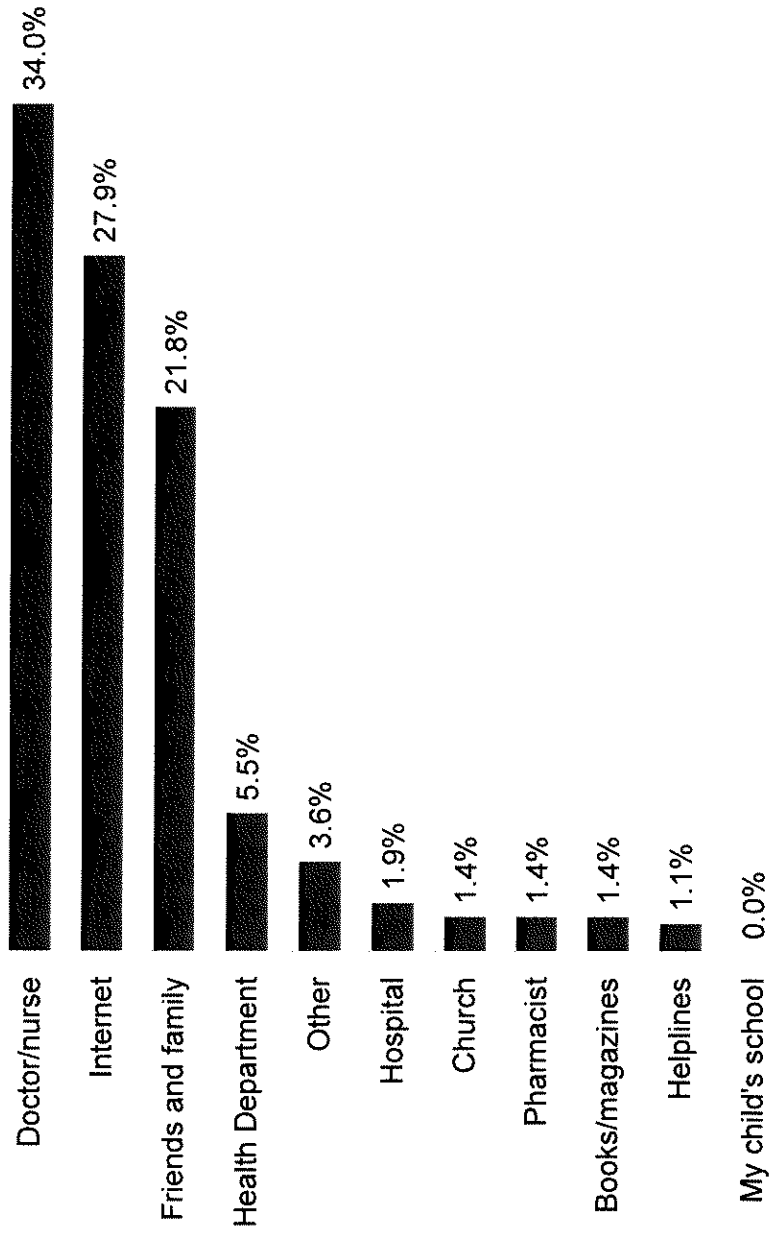
84 N=565 Q8 In your opinion, which one of the following services needs the most improvement in your neighborhood or community?

Q9. In your opinion, which one health behavior do people in your own community need more information about?



- Other Responses
- Mental health
 - All above!
 - Common Sense and Family Morals
 - Maintaining your and your family's health while living in poverty
 - Mental health
 - Most of my neighbors are immigrants, they need dental and health care. The Latino and impoverished residents don't know where to go for help. Or can't afford medical and dental care.
 - There's plenty of info out there.
 - Everything

Q10. Where do you get most of your health -related information?

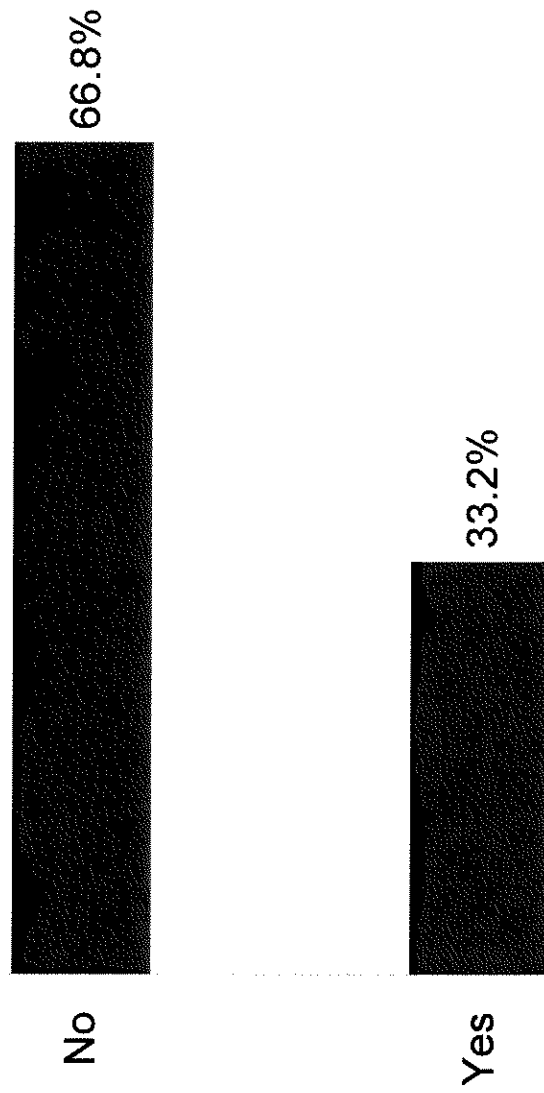
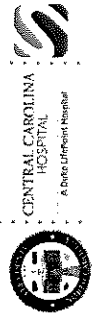


Q11. What health topics(s)/ disease(s) would you like to learn more about?

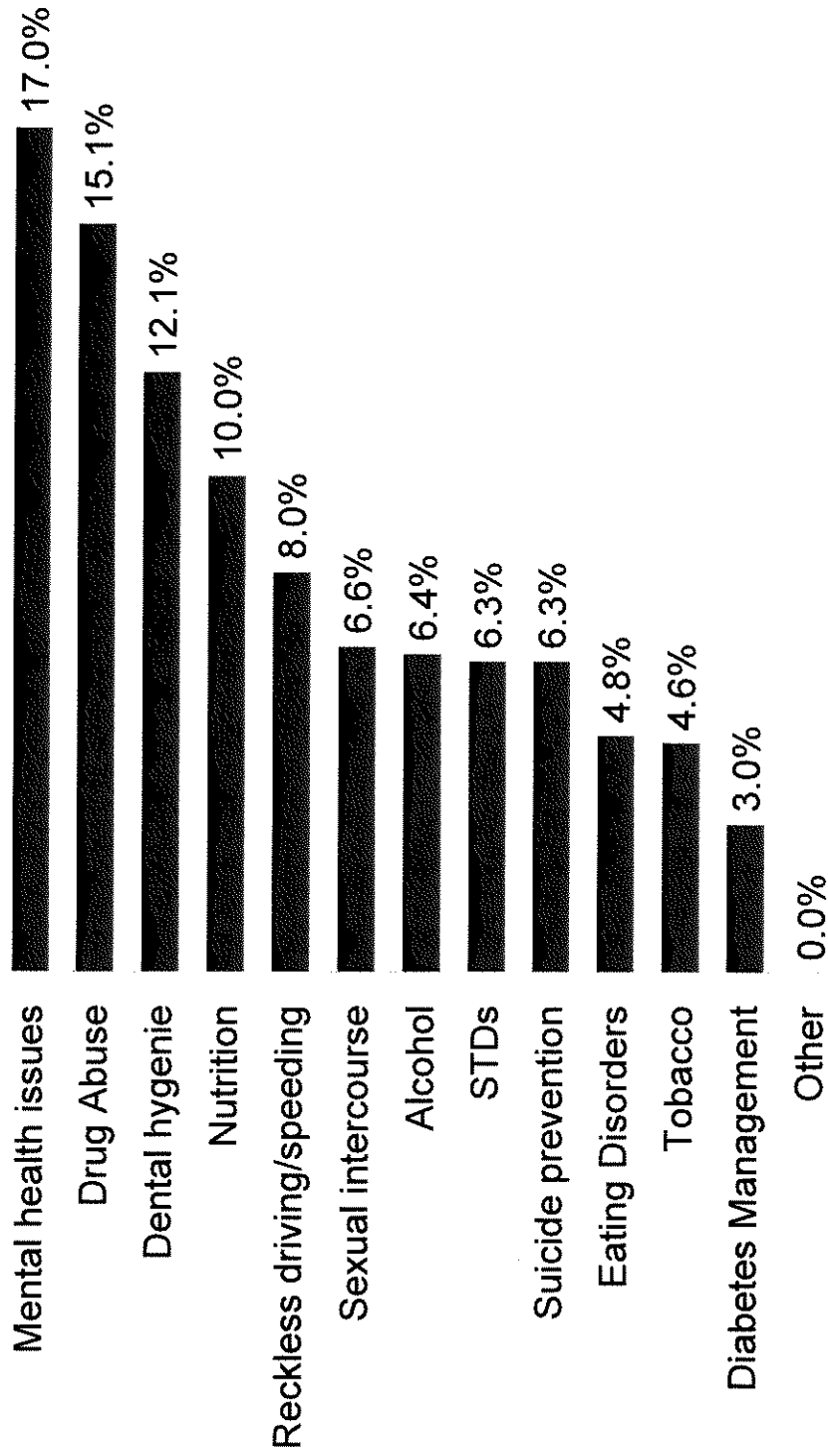
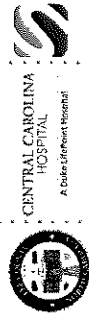
Topic	Mentions
Mental/behavioral health	18
Diabetes/Prevention/Type 1	17
Weight loss/obesity	14
Dementia/Alzheimer's Disease	9
Cancer/Preventing cancer	9
Nutrition/Healthy eating	9
Heart disease	8
Depression, anxiety, stress and stress mgt	7
High blood pressure	6
Arthritis	5
COVID/Coronavirus	5
Substance abuse treatment	3
Fitness and exercise	3
Natural and alternative medicines	3

- Asthma 2
- Heart 2
- COPD 2
- Allergies 2
- Aging/elder care 2
- Any affecting Lee County 2
- Children and adults with special needs 2

Q12. Do you have children between the ages of 9 and 19 for which you are the caretaker? (Includes step-children, grandchildren, or other relative)

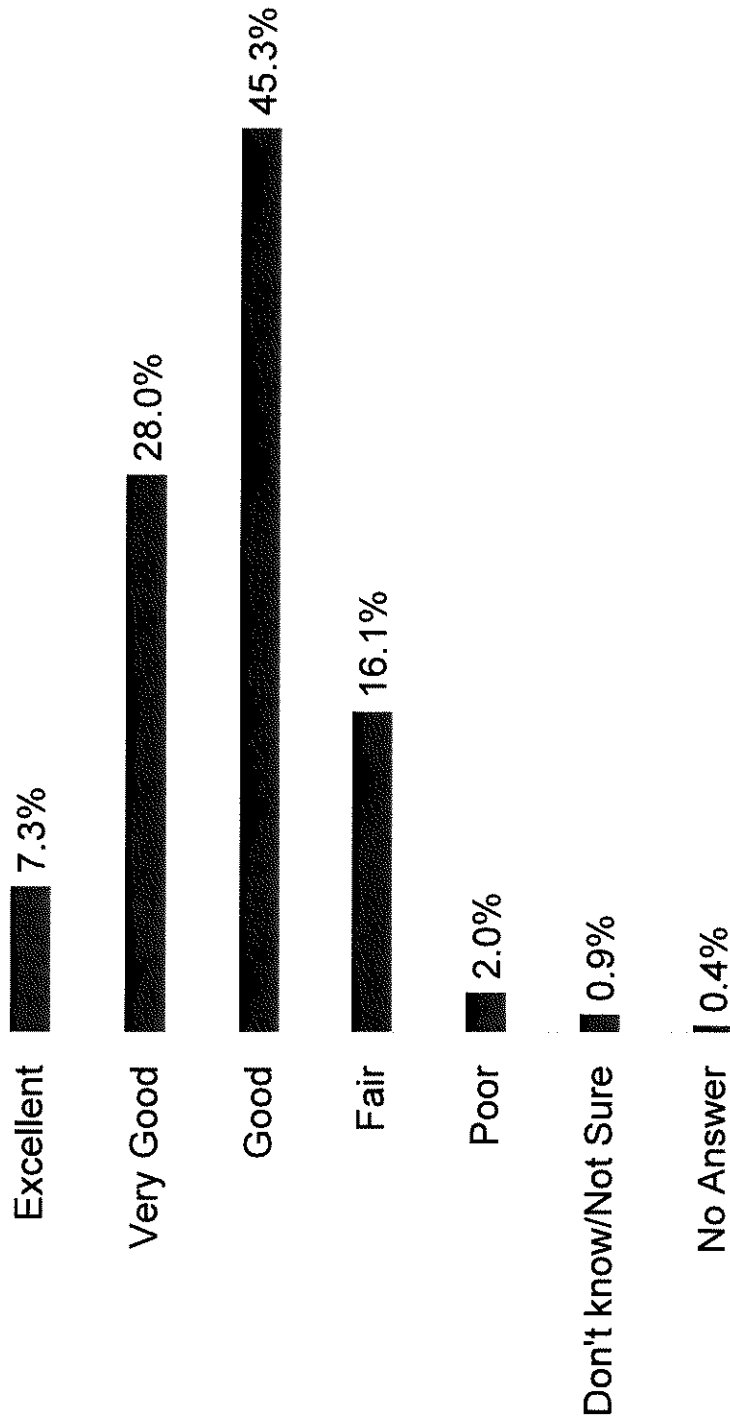


Q13. Which of the following health topics do you think your child/children need(s) more information about?

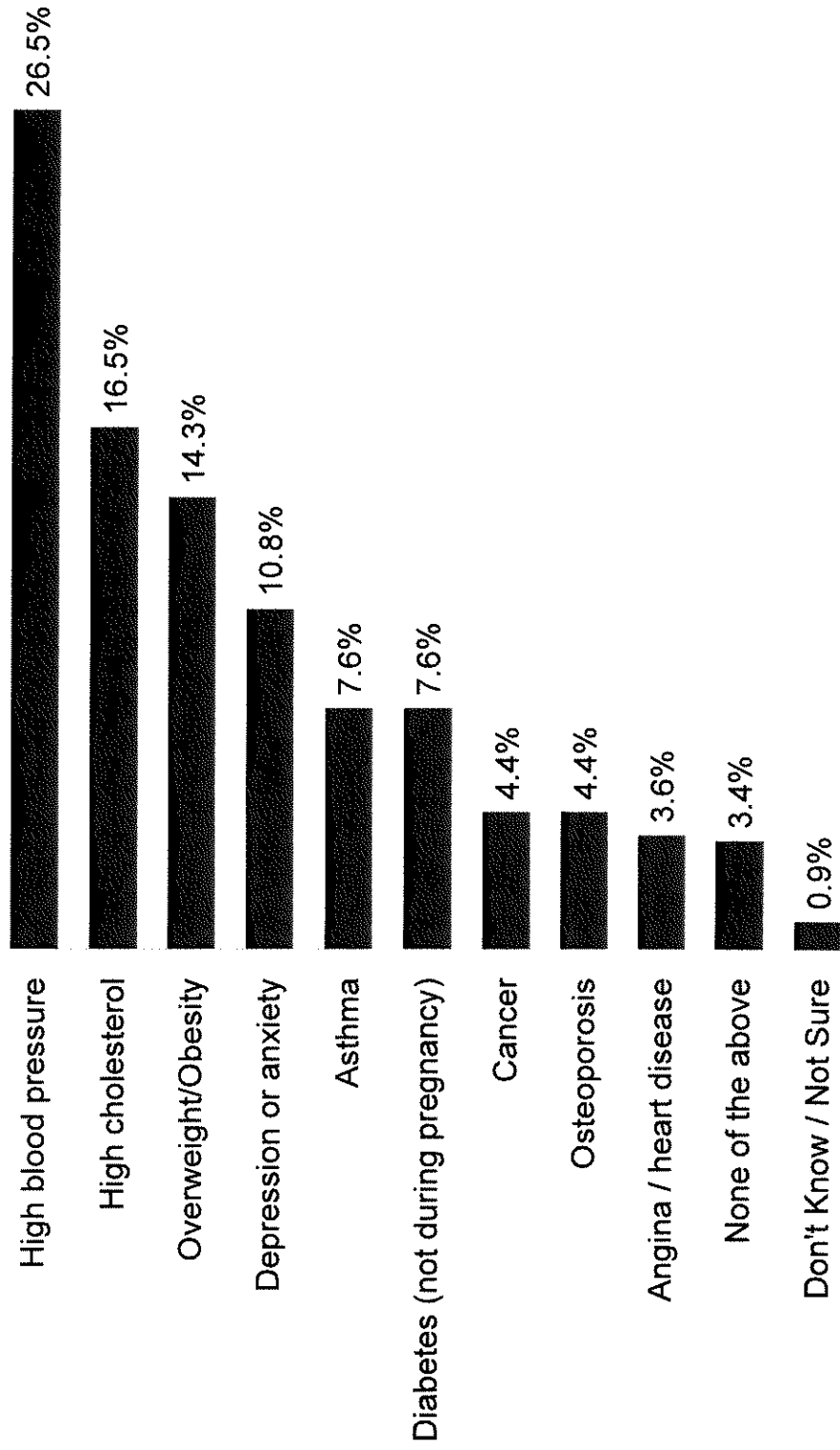
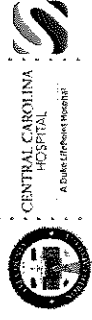


92 N=671 Q13. Which of the following health topics do you think your child/children need(s) more information about?

Q14. Would you say that, in general your health is....

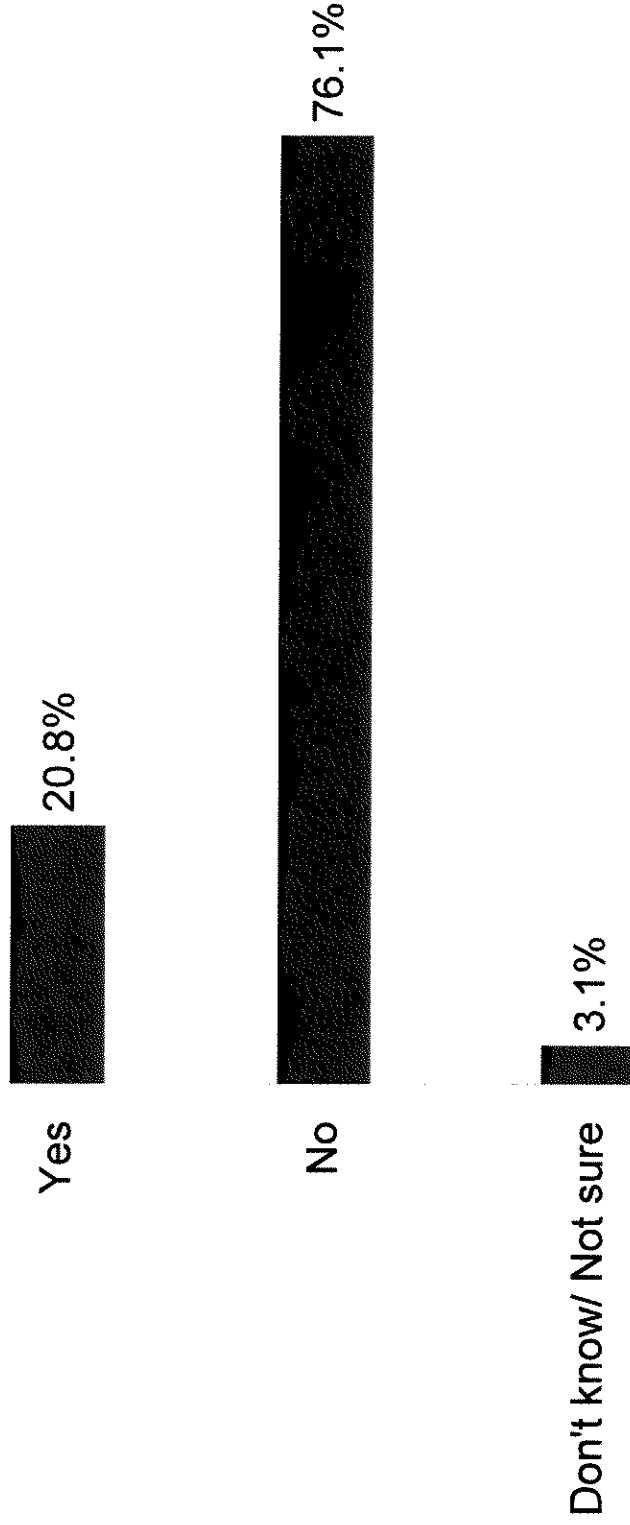


Q15. Have you ever been told by a doctor, nurse, other health professional that you have any of the following health conditions?



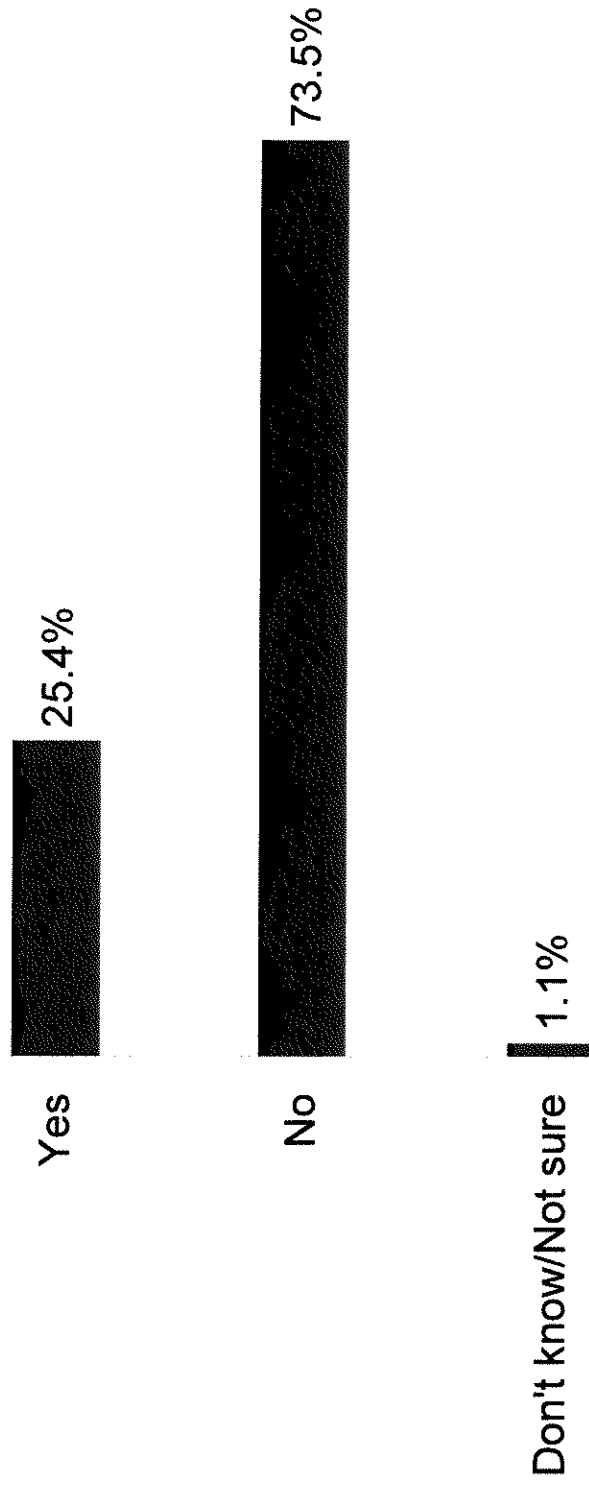
Q15. Have you ever been told by a doctor, nurse, other health professional that you have any of the following health conditions (check all that apply)

Q16. In the past 30 days, have there been any days when feeling sad or worried keeping you from going about your normal business?



95 N=544 Q16. In the past 30 days, have there been any days when feeling sad or worried keeping you from going about your normal business?

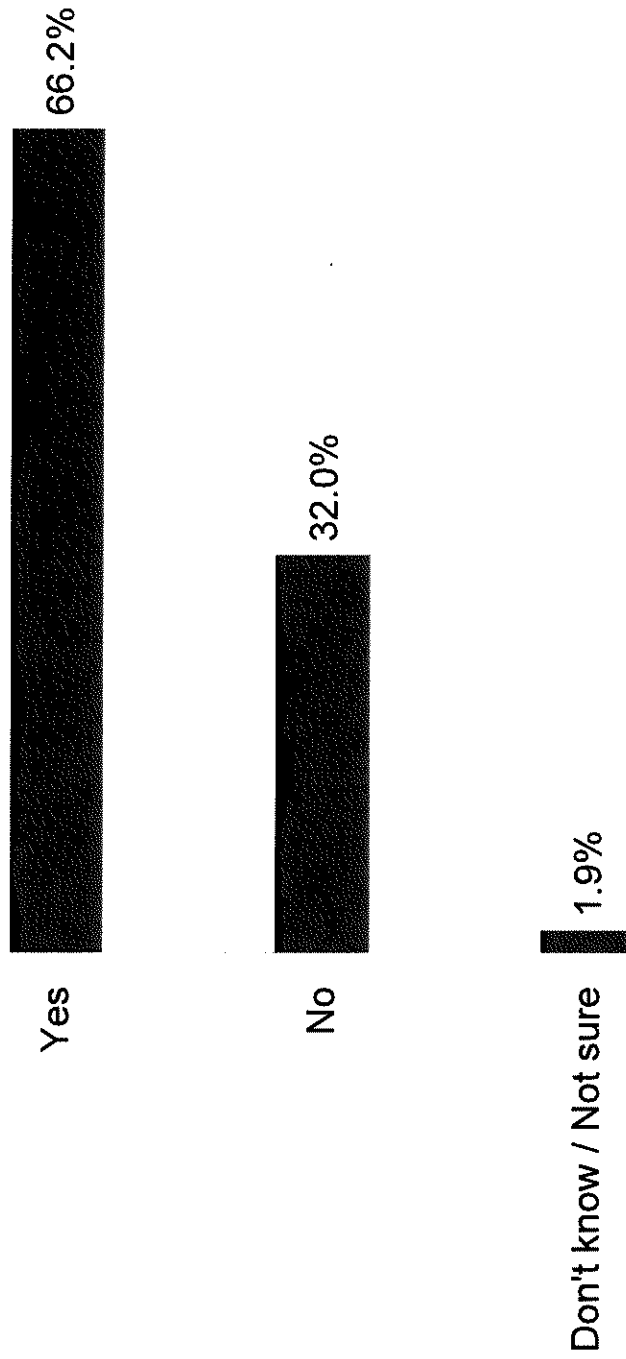
Q17. In the past 30 days, have you had any physical pain or health problems that made it hard for you to do your usual activities such as driving, working around the house, or going to work



Q18. During a normal week, other than in your regular job, do you engage in any physical activity or exercise that lasts at least a half an hour?

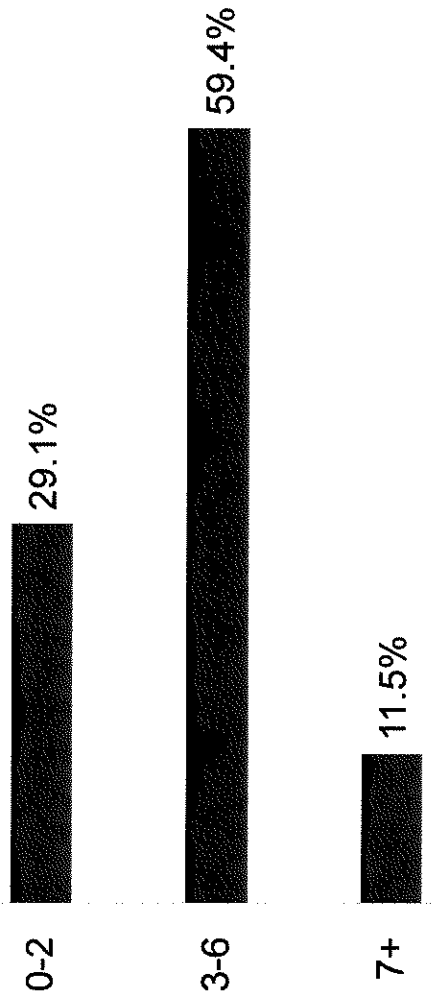


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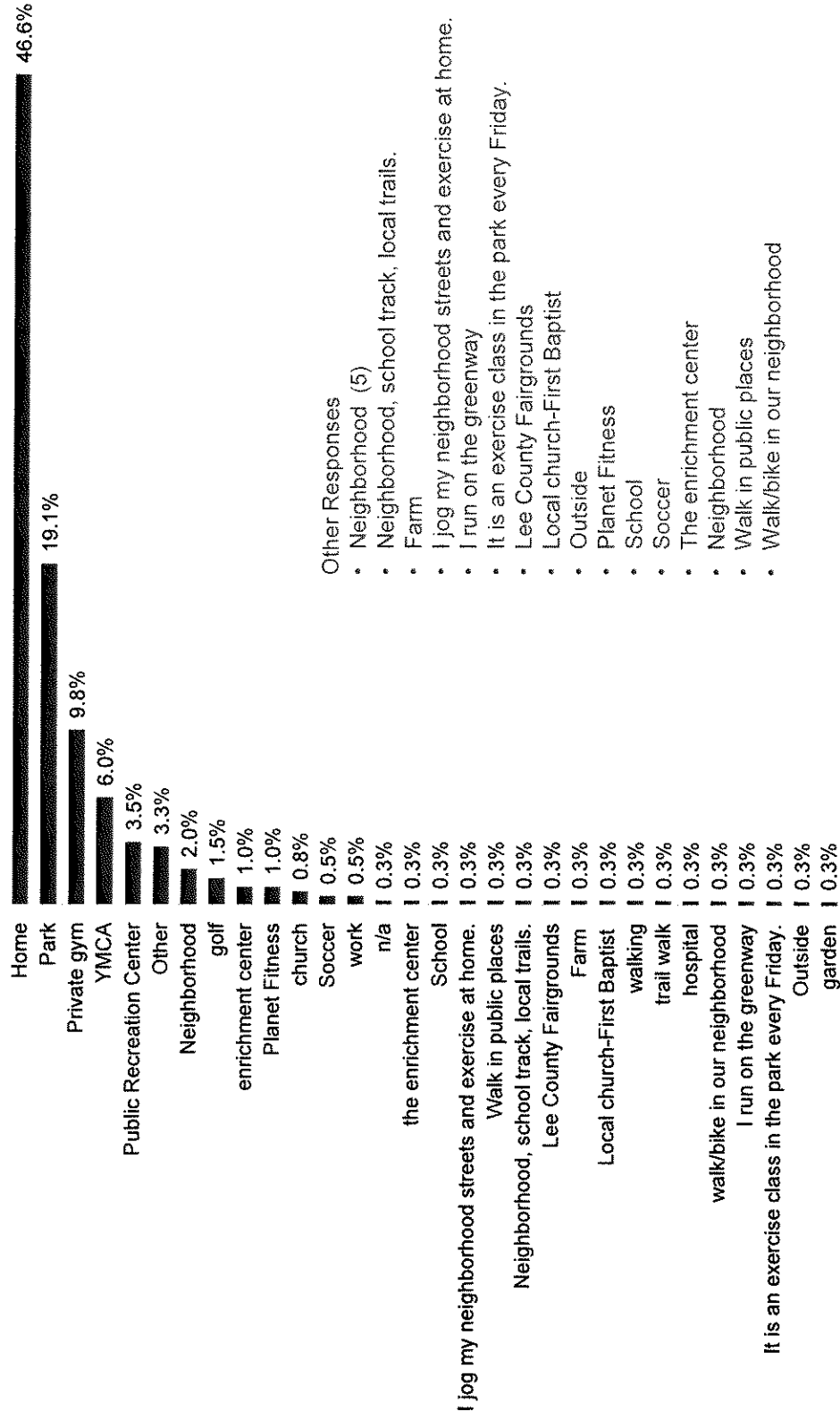
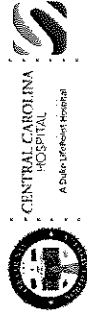
97 N=538 Q18. During a normal week, other than in your regular job, do you engage in any physical activity or exercise that lasts at least a half an hour?

Q19. Since you said yes, how many times do you exercise or engage in physical activity during a normal week?



98 N=340 Q.19. Since you said yes, how many times do you exercise or engage in physical activity during a normal week? (If you exercise more than once a day, count each separate physical activity that last for at least a half hour to be one "time")

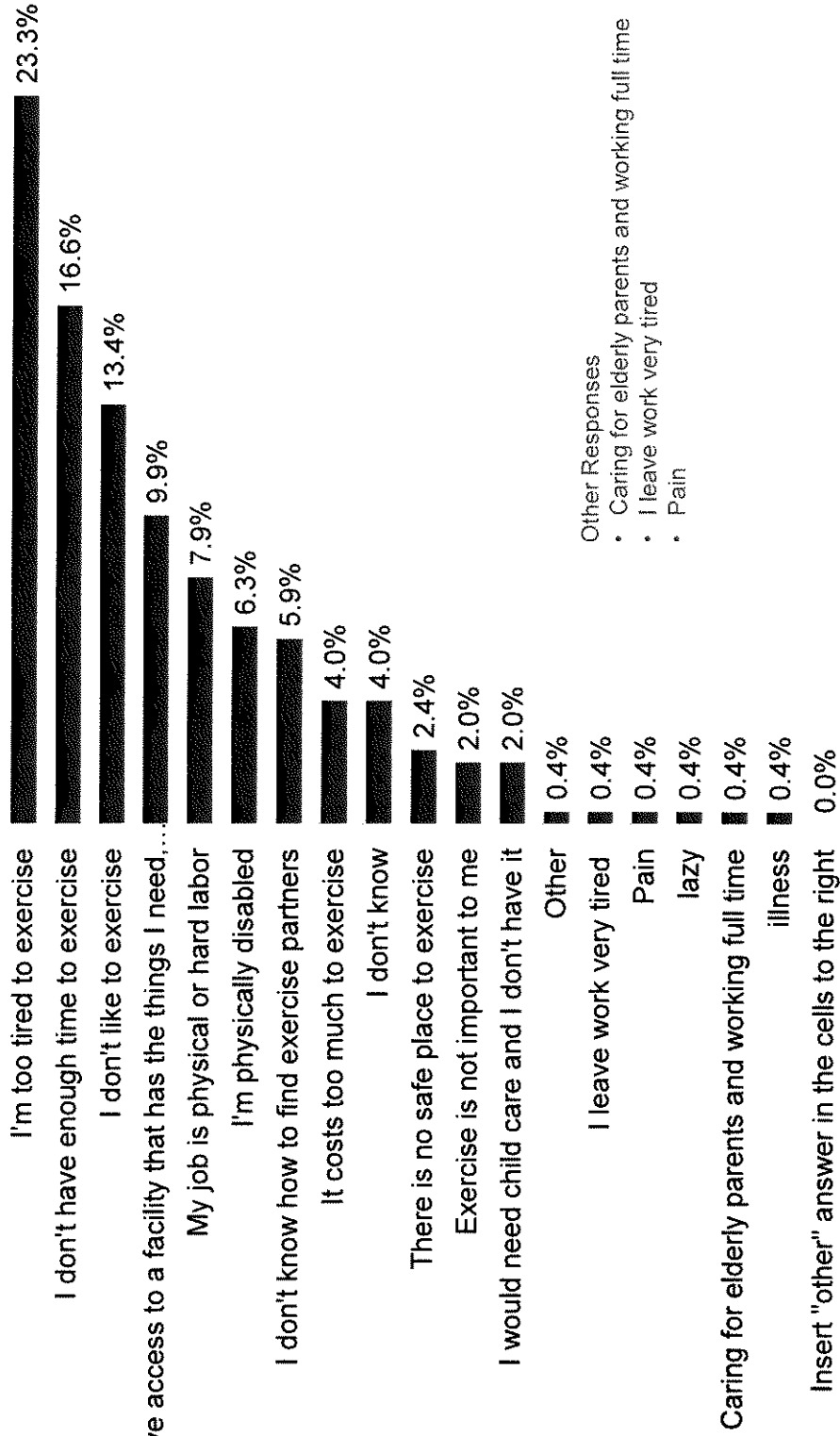
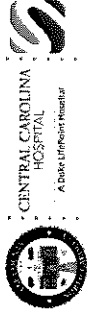
Q20. Where do you go to exercise or engage in physical activity? check all that apply



- Other Responses
- Neighborhood (5)
 - Neighborhood, school track, local trails.
 - Farm
 - I jog my neighborhood streets and exercise at home.
 - I run on the greenway
 - It is an exercise class in the park every Friday.
 - Lee County Fairgrounds
 - Local church-First Baptist
 - Outside
 - Planet Fitness
 - School
 - Soccer
 - The enrichment center
 - Neighborhood
 - Walk in public places
 - Walk/bike in our neighborhood

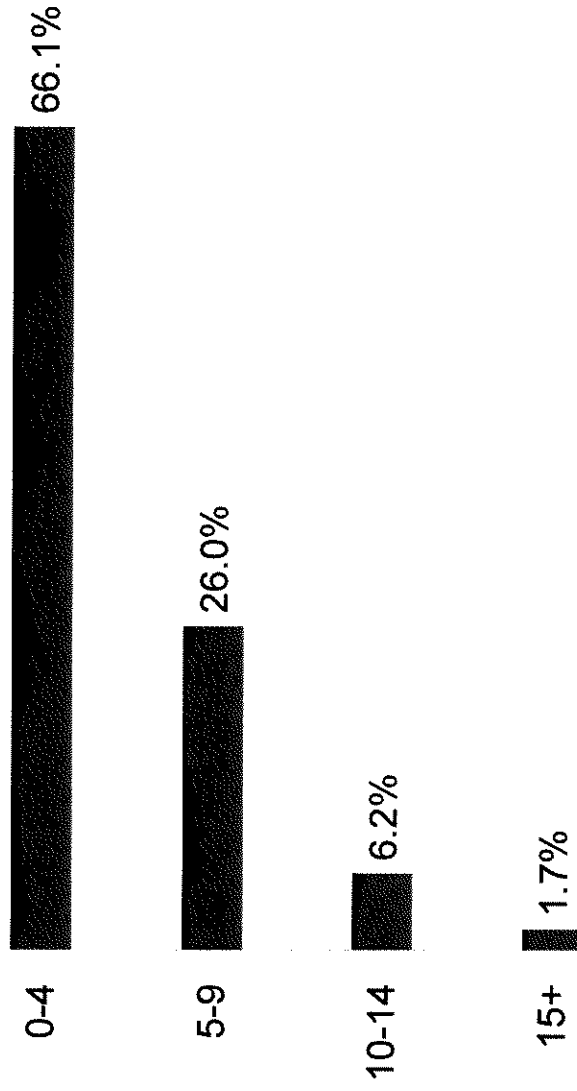
N=397 Q20. Where do you go to exercise or engage in physical activity? check all that apply

Q21. Since you said "no", what are the reasons you do not exercise for least a half hour during a normal week? Check all that apply



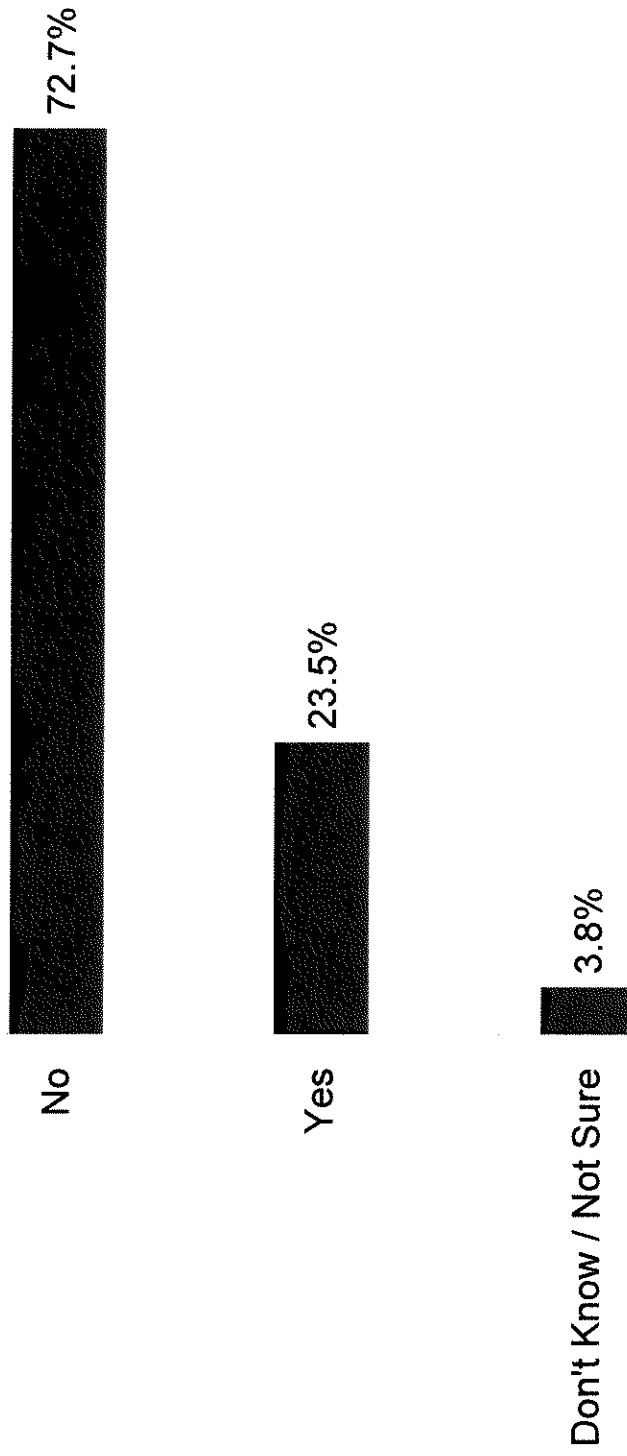
- Other Responses
- Caring for elderly parents and working full time
 - I leave work very tired
 - Pain

Q22. How many cups per week of fruits, vegetables, and 100% fruit juice would you say you eat?

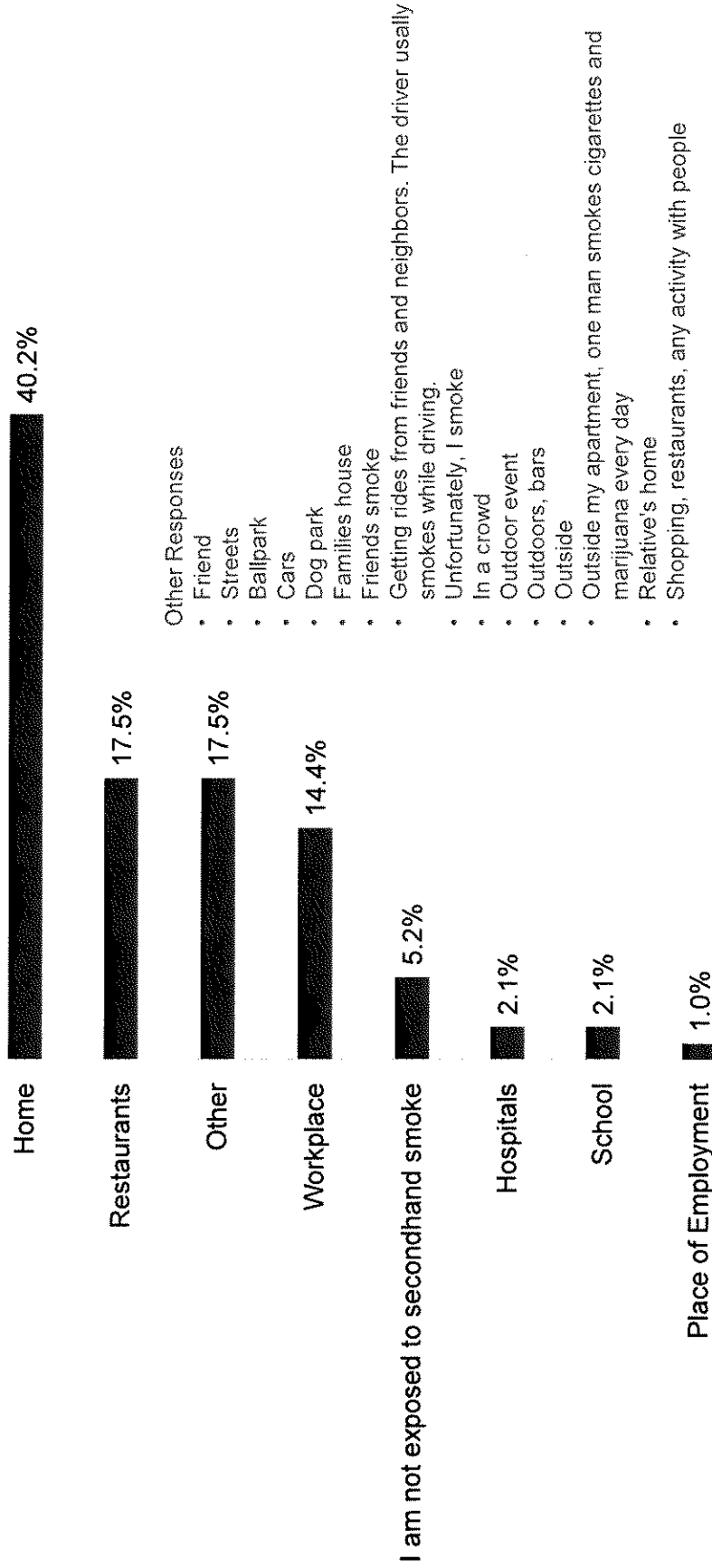


101 N=453 Q22. Not counting lettuce salad or potato products, think about how often you eat fruits and vegetables in an average week. How many cups per week of fruits and vegetables would you say you eat? Note: One apple or 12 baby carrots equal one cup

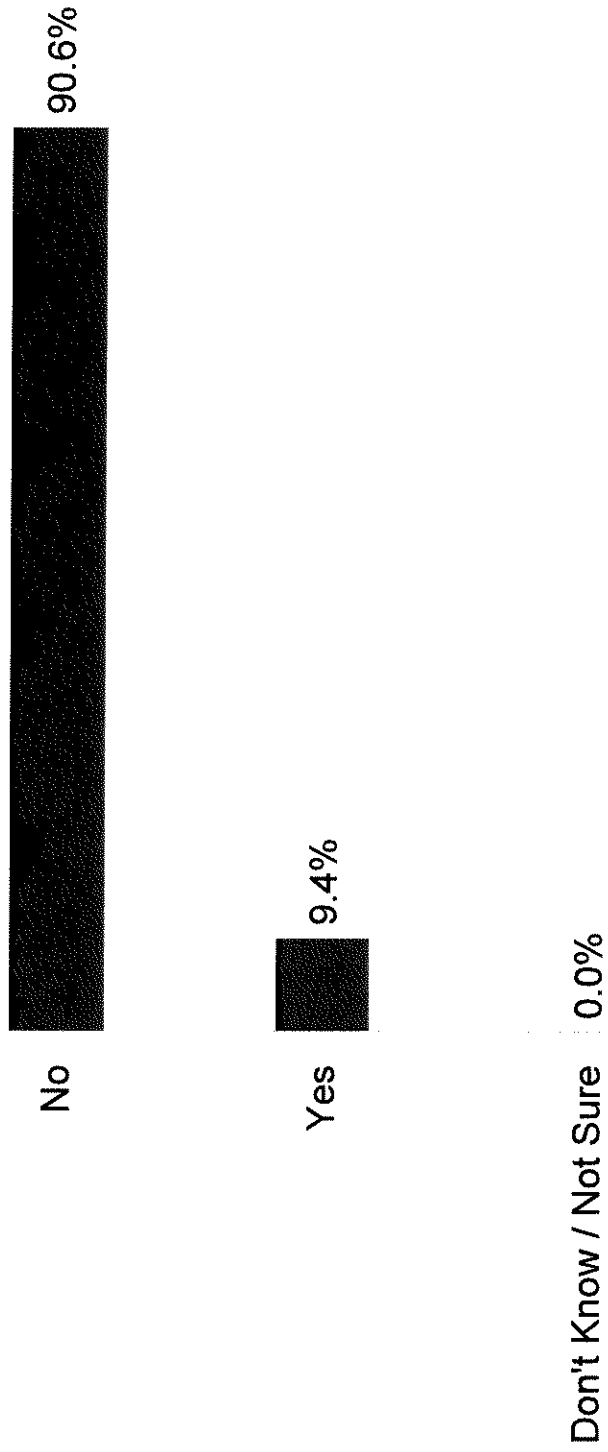
Q23. Have you been exposed to secondhand smoke in the past year?



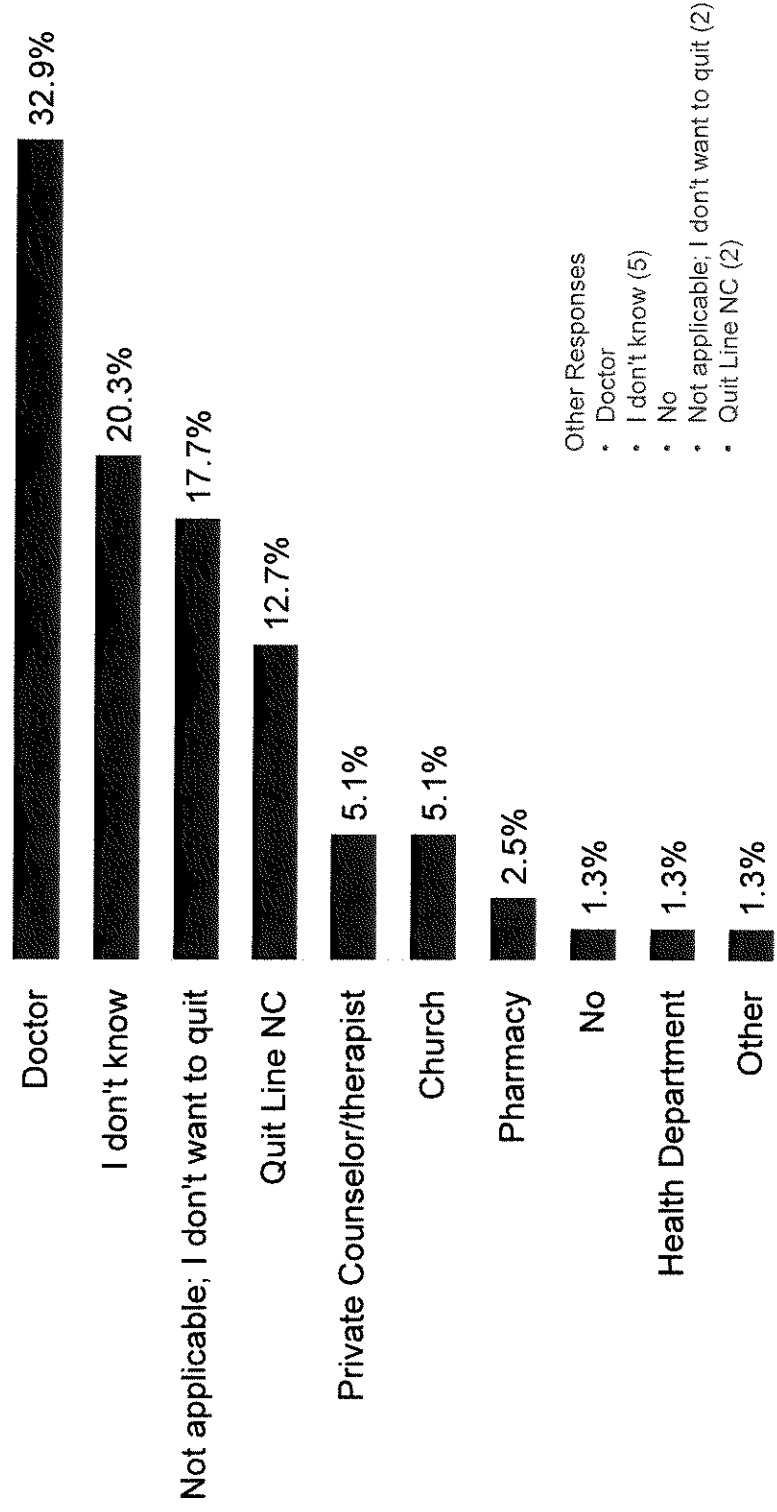
Q24. If yes, where do you think you are exposed to secondhand smoke most often?



Q25. Do you currently smoke? (Include regular smoking in social settings)

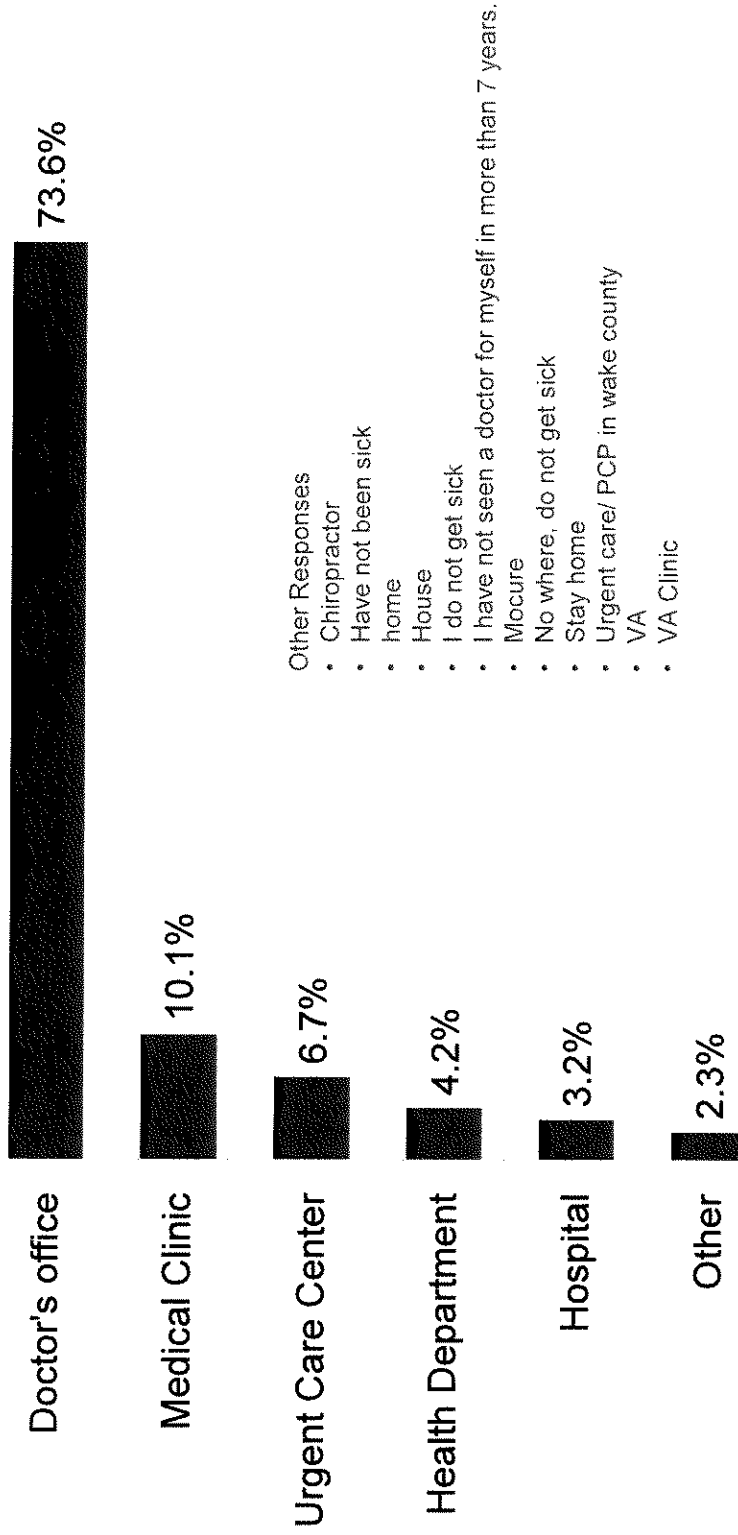


Q26. If yes, where would you go for help if you wanted to quit?

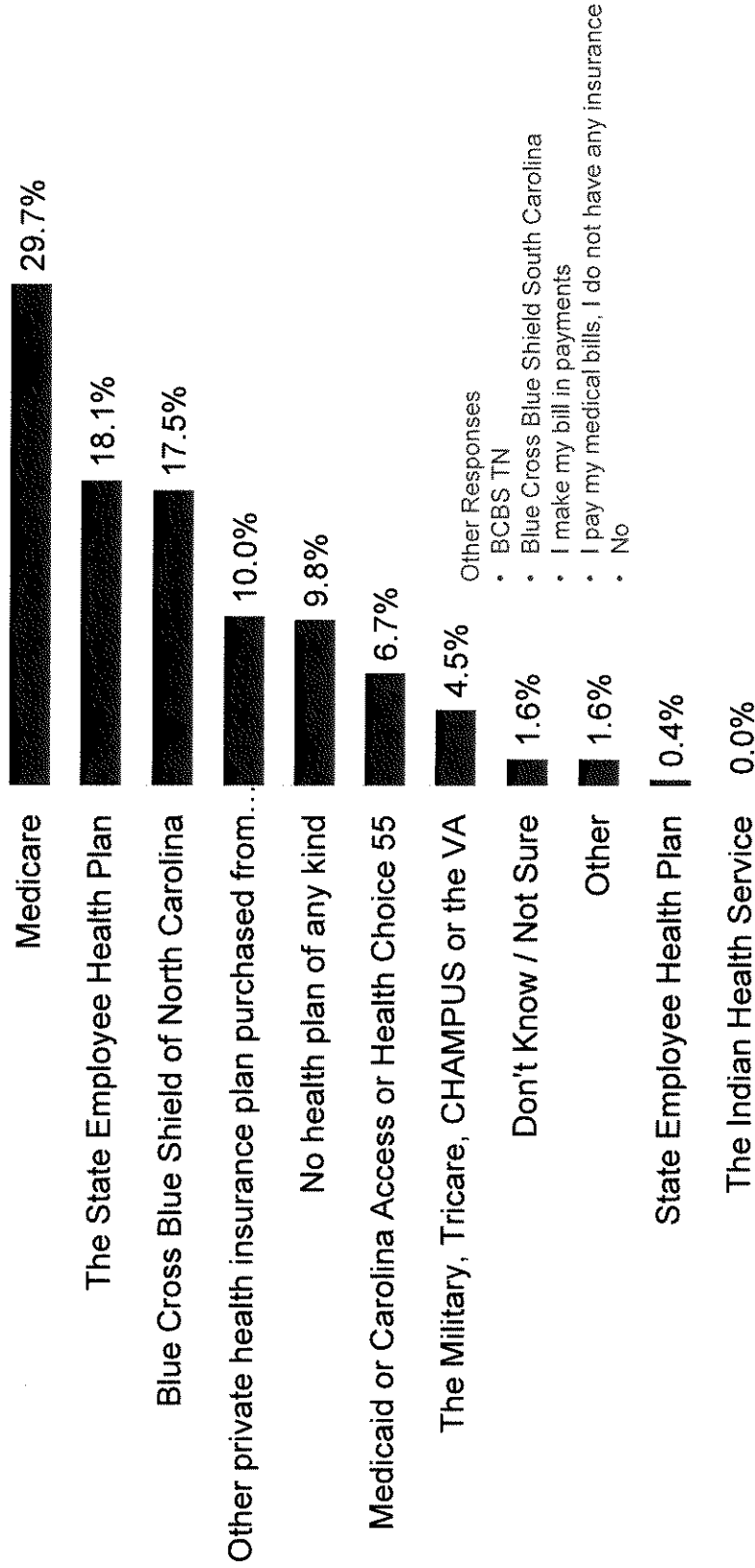
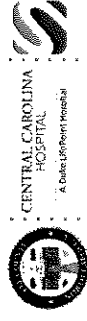


- Other Responses
- Doctor
 - I don't know (5)
 - No
 - Not applicable; I don't want to quit (2)
 - Quit Line NC (2)

Q27. Where do you go most often when you are sick?



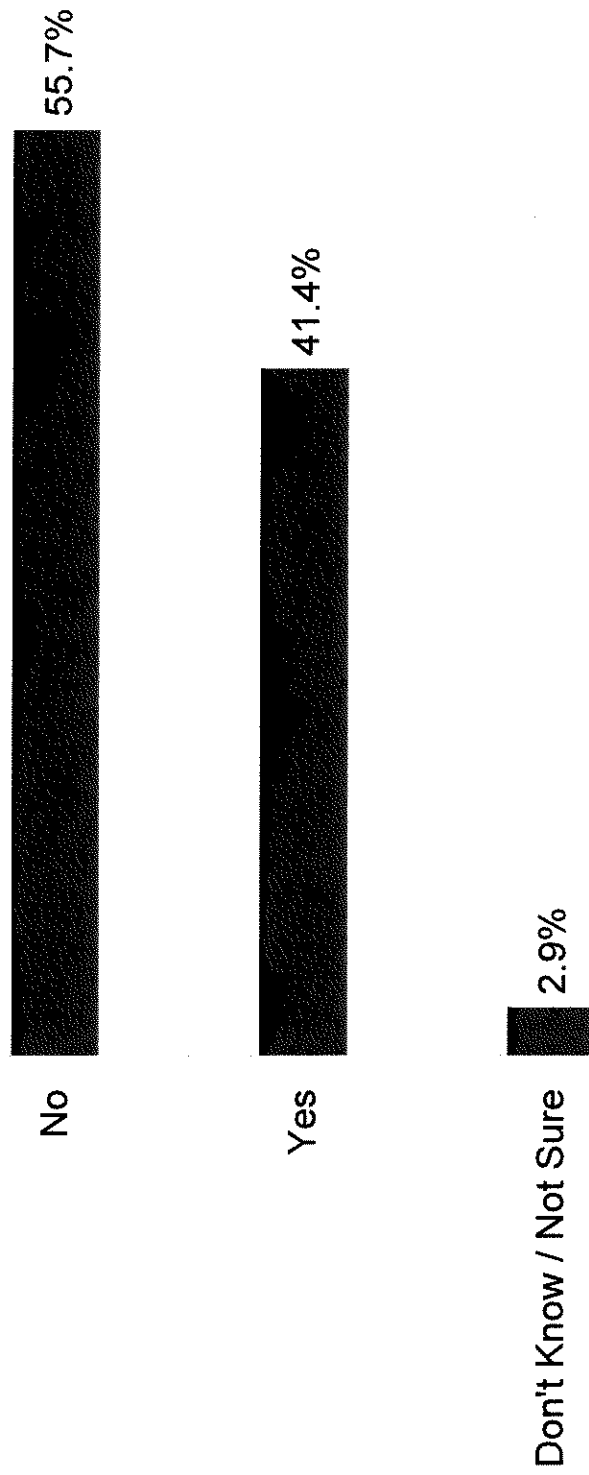
Q28. What is your primary health insurance plan? This is the plan which pays the medical bills first or pays most of the medical bills?



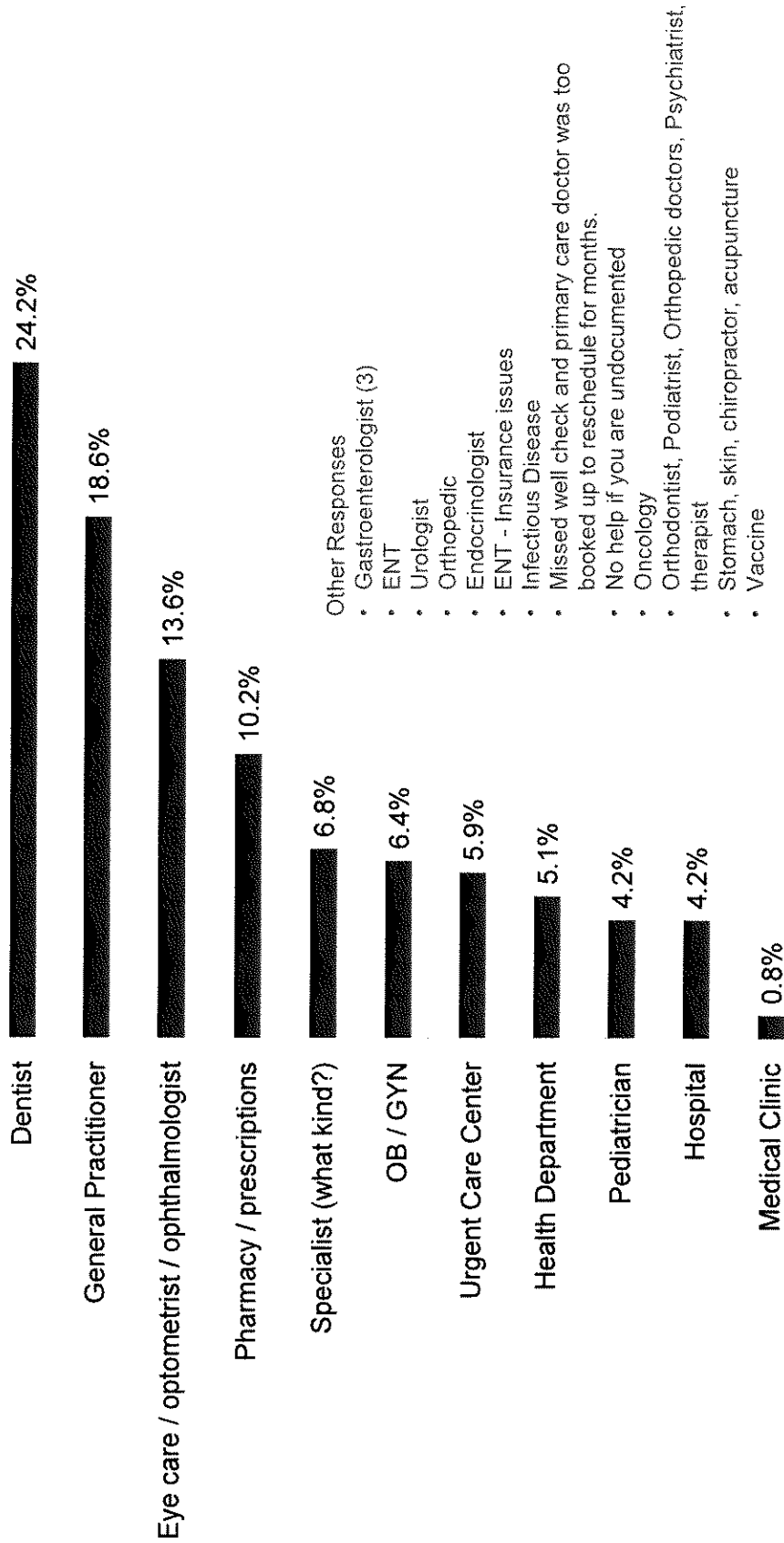
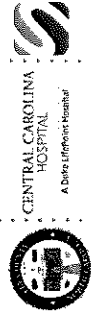
- Other Responses
- BCBS TN
 - Blue Cross Blue Shield South Carolina
 - I make my bill in payments
 - I pay my medical bills, I do not have any insurance
 - No

N=508 Q28. What is your primary health insurance plan? This is the plan which pays the medical bills first or pays most of the medical bills? [Note: The State Employee Health Plan is also called the "North Carolina Teacher's and Employee Health Plan." Medicare is a federal health insurance program for people 65 and older or some younger people with disabilities. Medicaid is a state health insurance program for families and individuals with limited financial resources or special circumstances.]

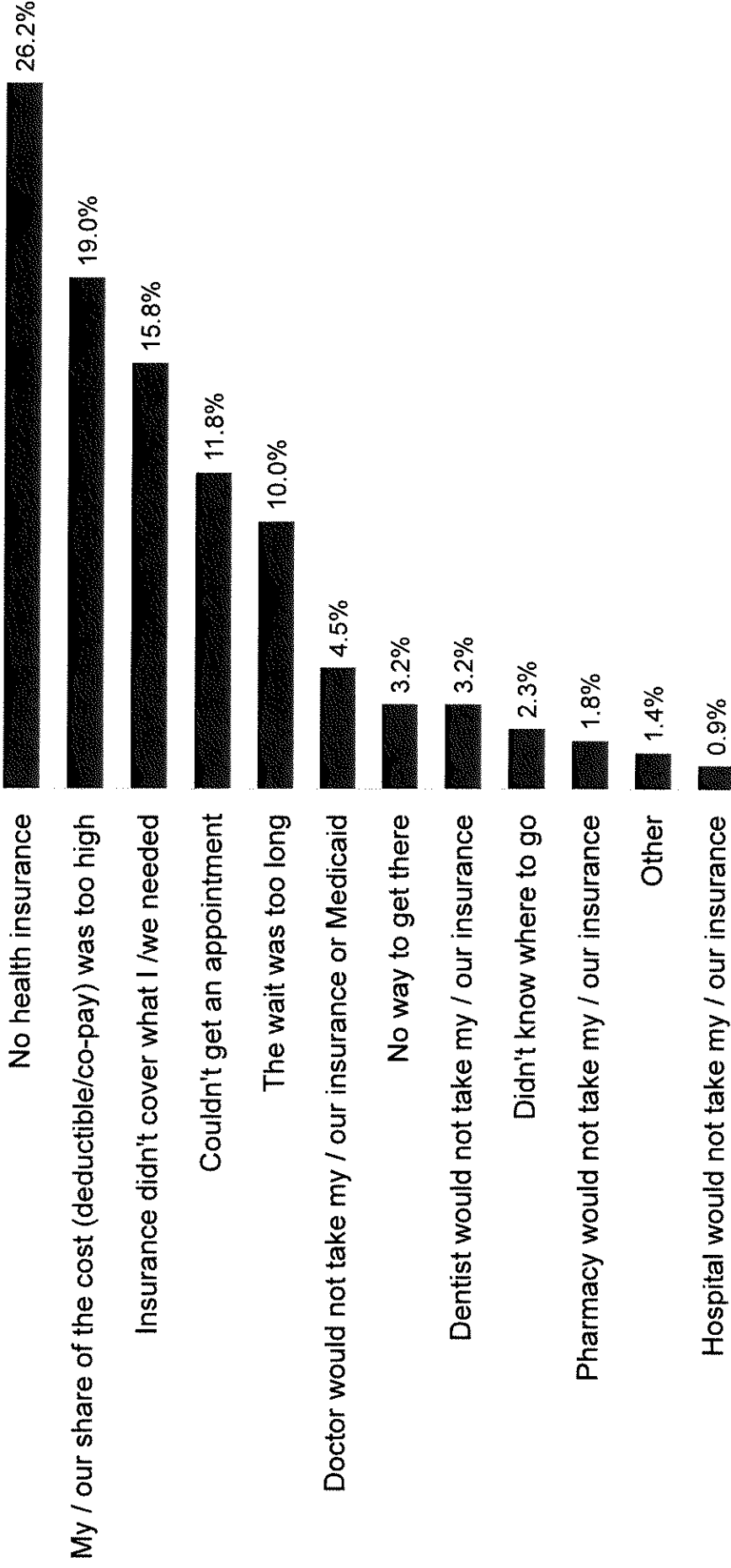
Q29. In the past 12 months, did you have a problem getting the health care you needed for you personally or for a family member from any type of health care provider, dentist, pharmacy, or other facility?



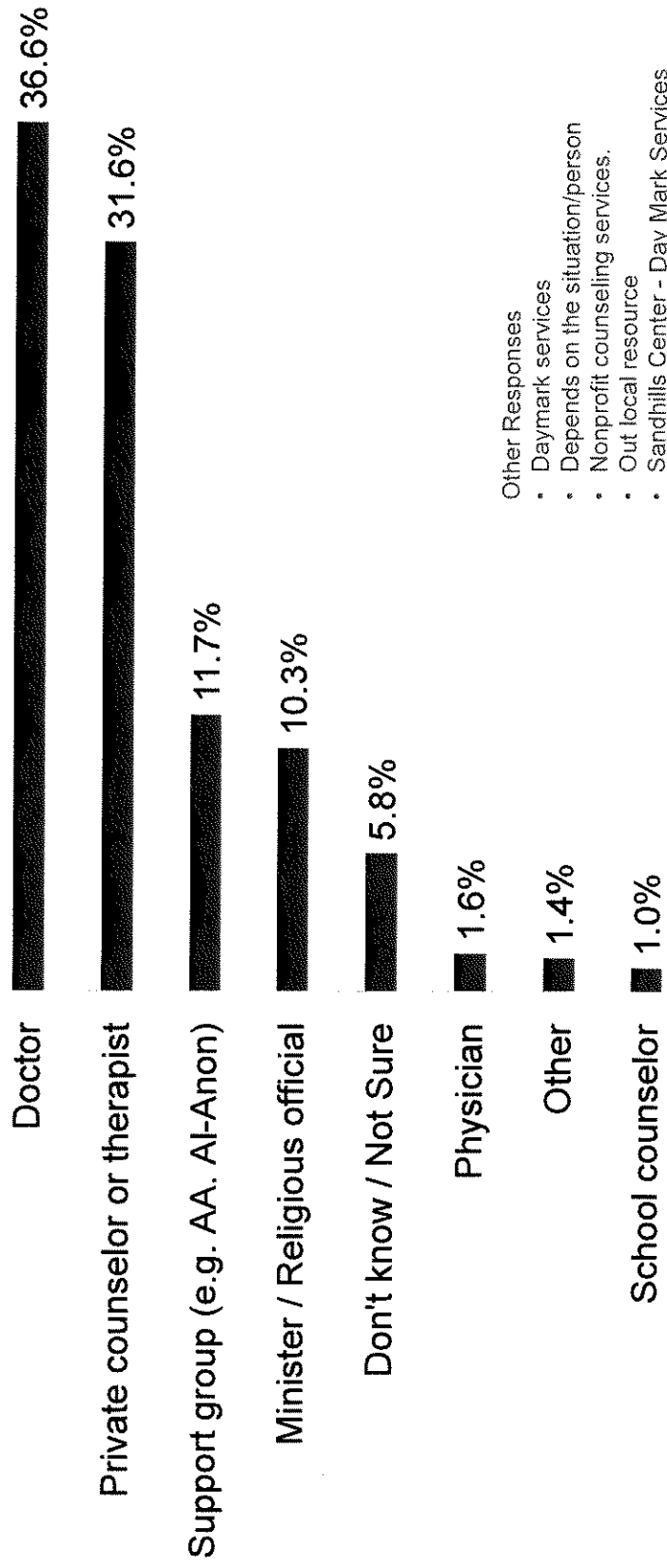
Q30. Since you said "yes", what type of provider or facility did you or your family member have trouble getting health care from?



Q31. Which of these problems prevented you or your family member from getting the necessary health care?

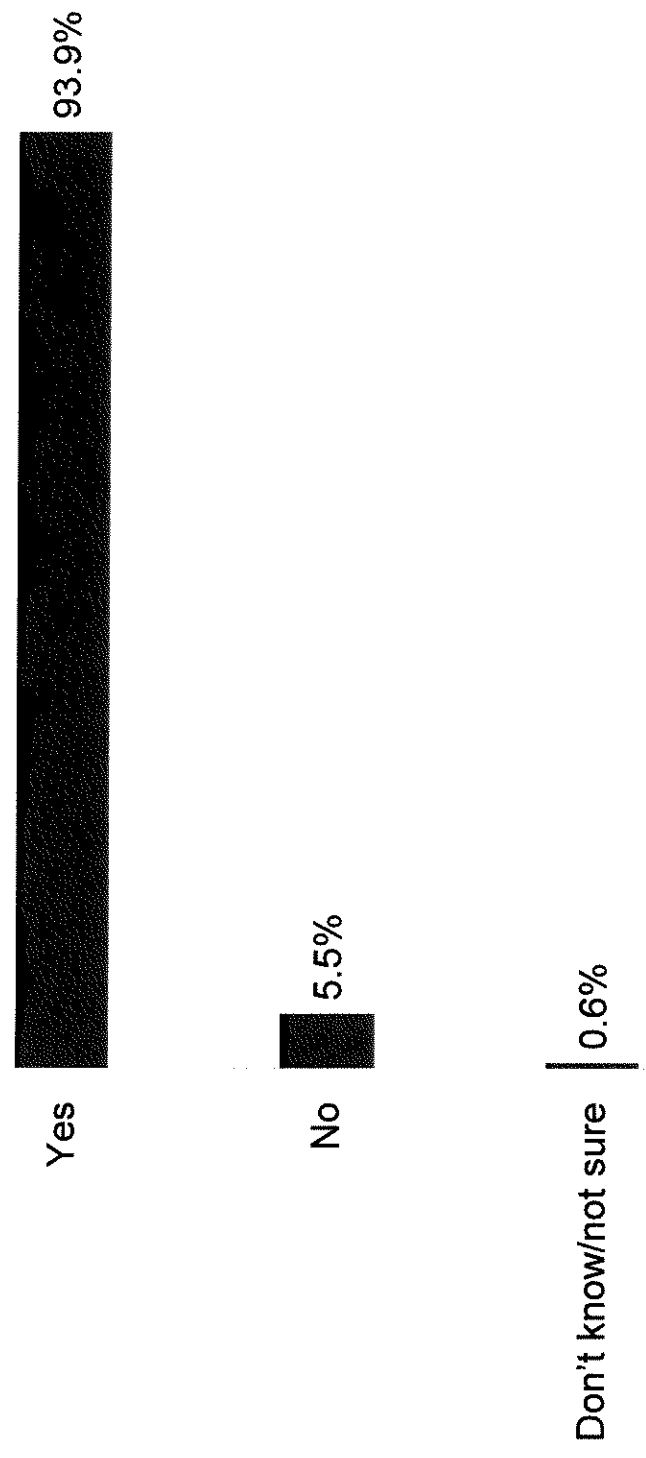


Q32. If a friend or family member needed counseling for a mental health or drug / alcohol abuse problem, who is the first person you would tell them to talk to?

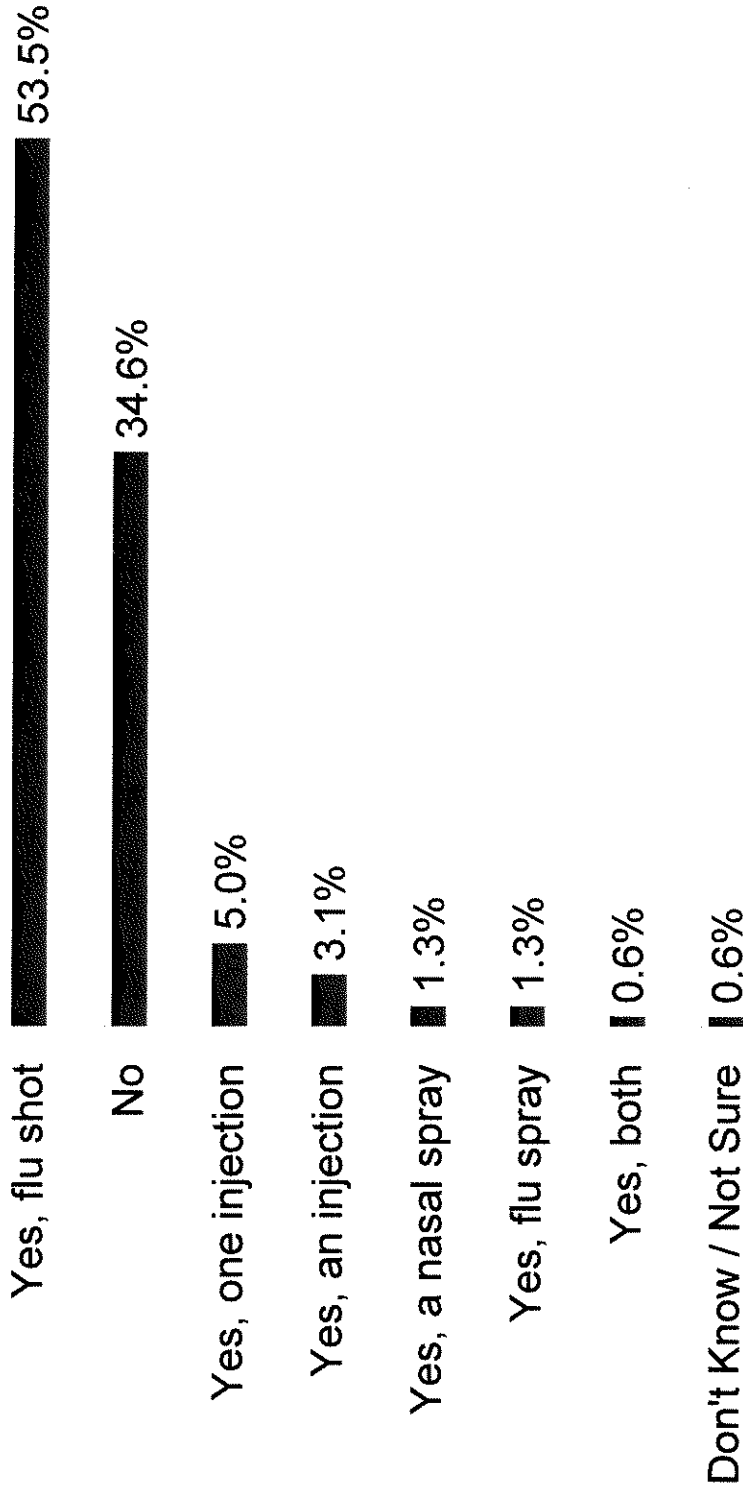


- Other Responses
- Daymark services
 - Depends on the situation/person
 - Nonprofit counseling services.
 - Out local resource
 - Sandhills Center - Day Mark Services

Q47. Do you have access to the internet?



Q50. During the past 12 months, have you had a seasonal flu vaccine?



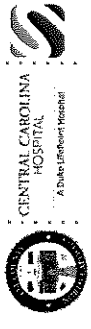
121 N=159 Q50. An influenza /flu vaccine can be a "flu shot" injected into your arm or spray like "FluMist" which is sprayed into your nose. During the past 12 months, have you had a seasonal flu vaccine?



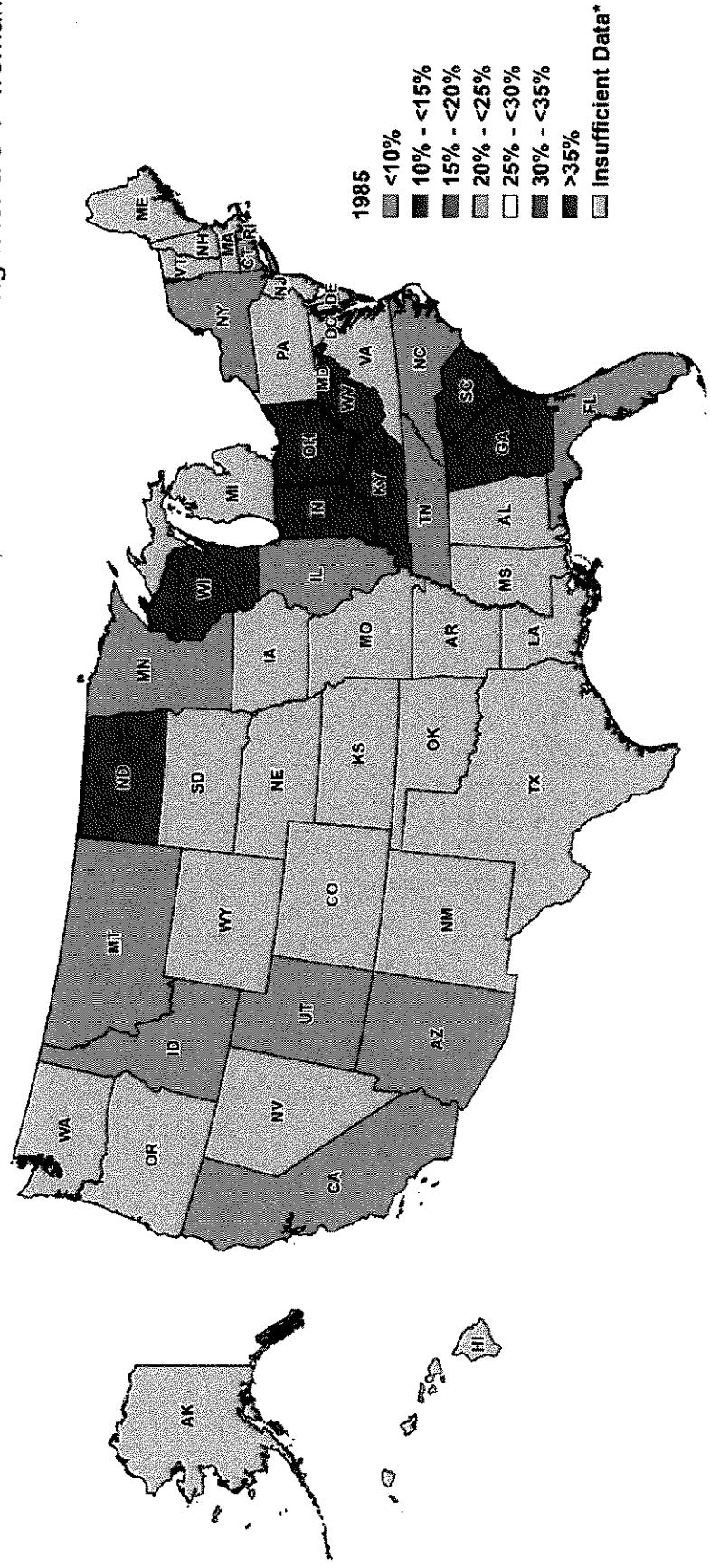
Health of the Community

Lee County, NC CHNA

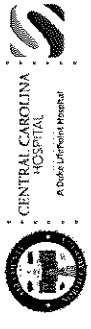
Obesity Trends Among U.S. Adults 1985



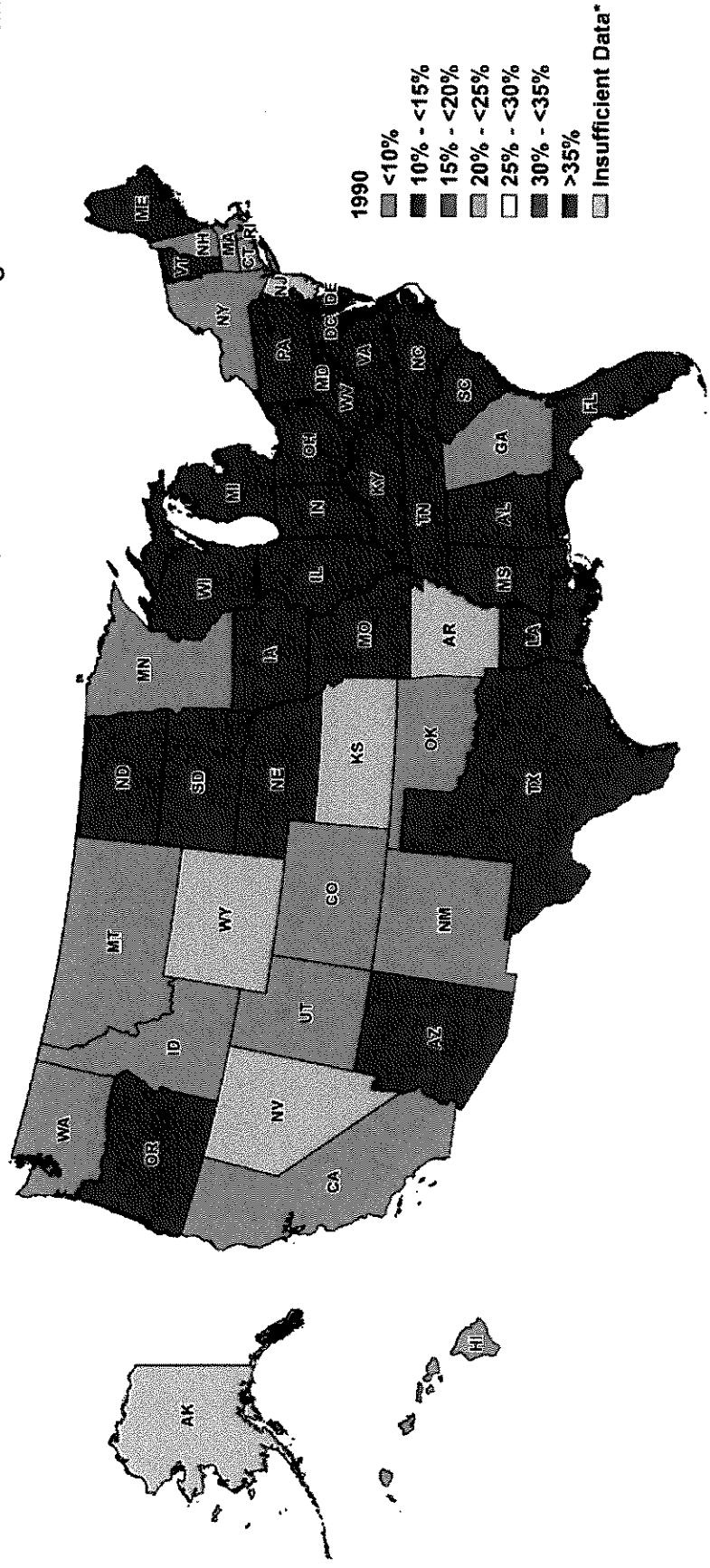
*BMI \geq 30, or ~ 30 lbs overweight for a 5'4" woman



Obesity Trends Among U.S. Adults 1990



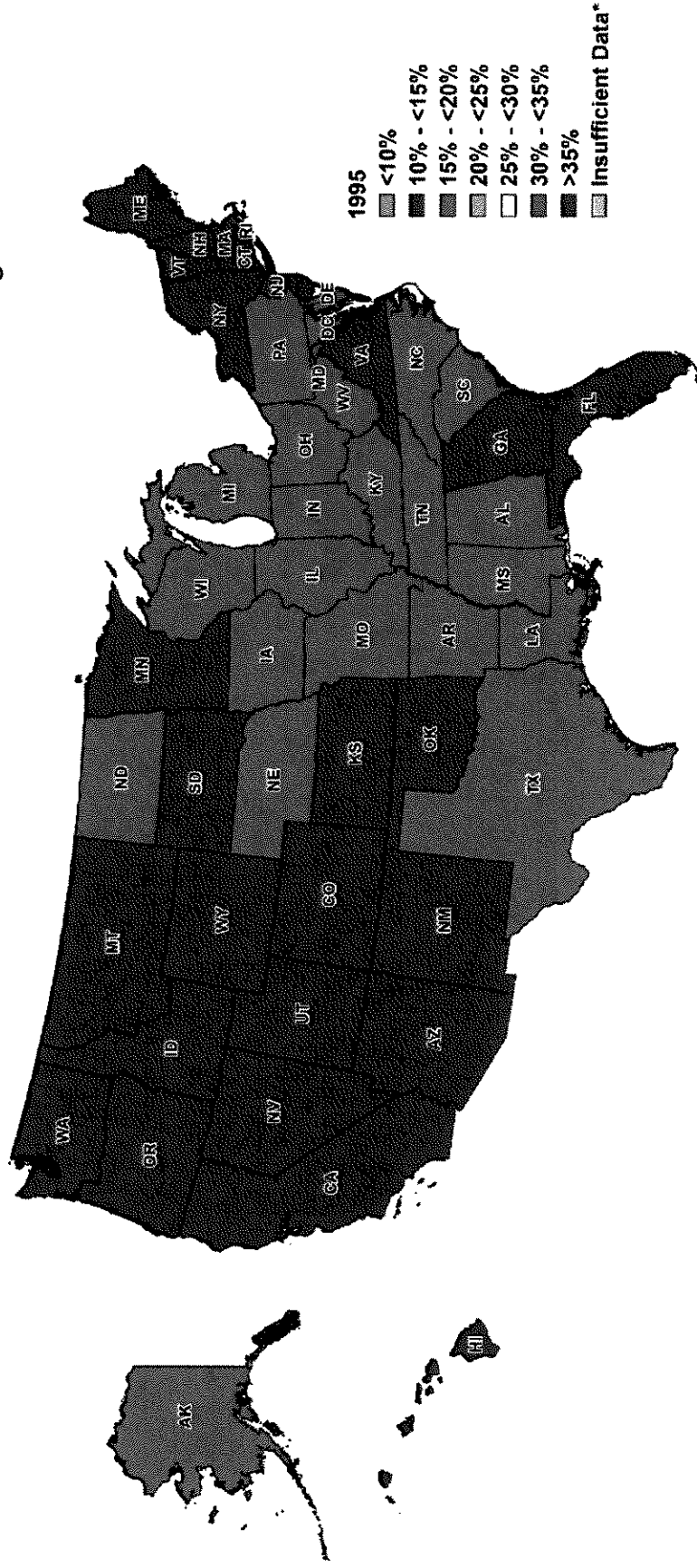
*BMI \geq 30, or ~ 30 lbs overweight for a 5'4" woman



Obesity Trends Among U.S. Adults 1995



*BMI ≥ 30 , or ~ 30 lbs overweight for a 5'4" woman

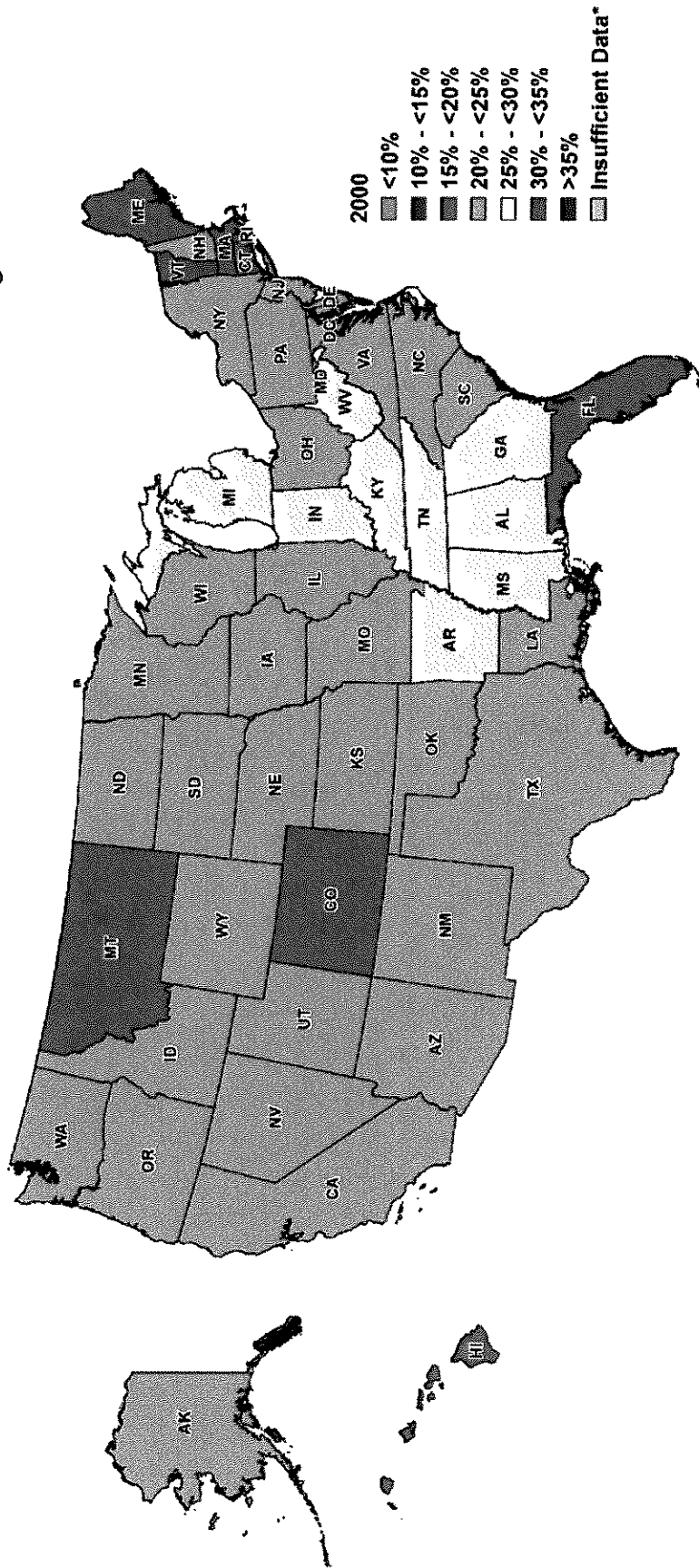


Obesity Trends Among U.S. Adults 2000



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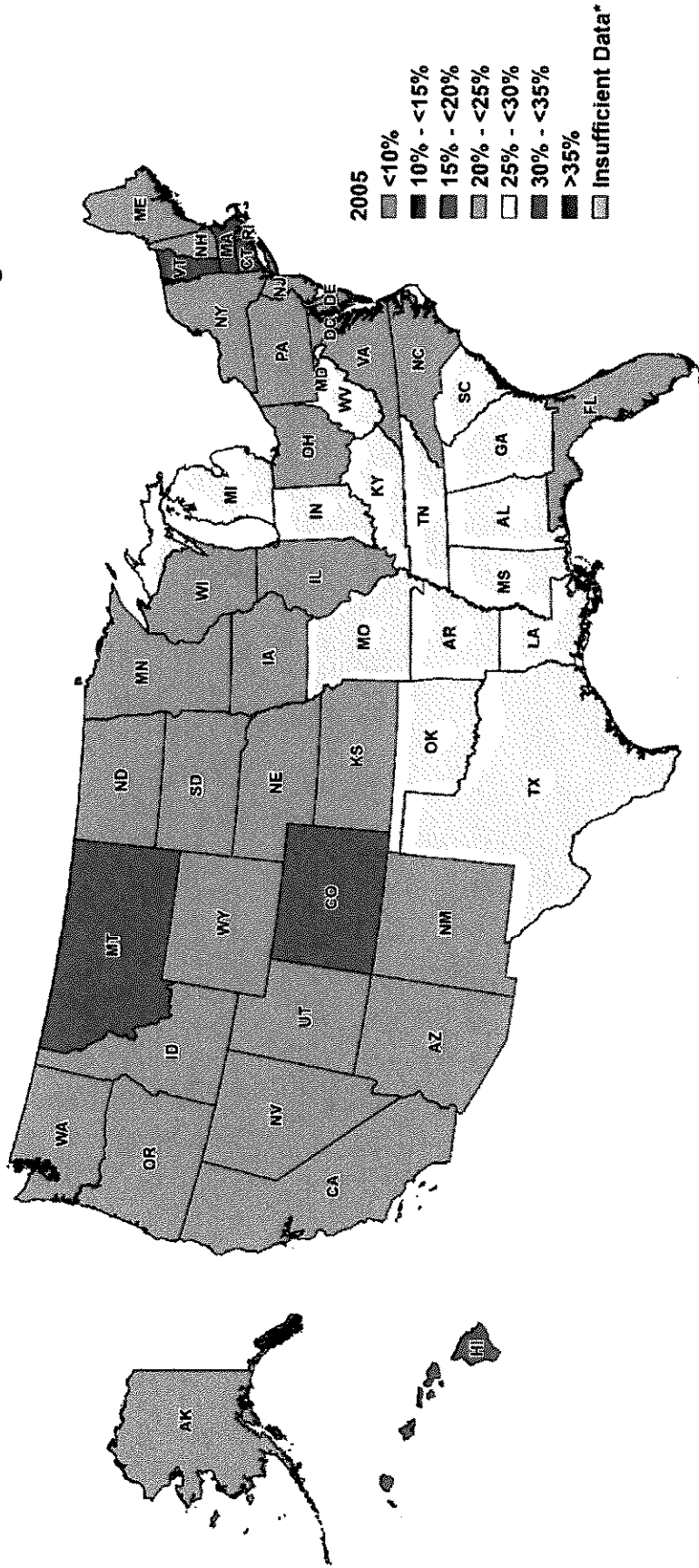
*BMI \geq 30, or ~ 30 lbs overweight for a 5'4" woman



Obesity Trends Among U.S. Adults 2005



*BMI \geq 30, or ~ 30 lbs overweight for a 5'4" woman

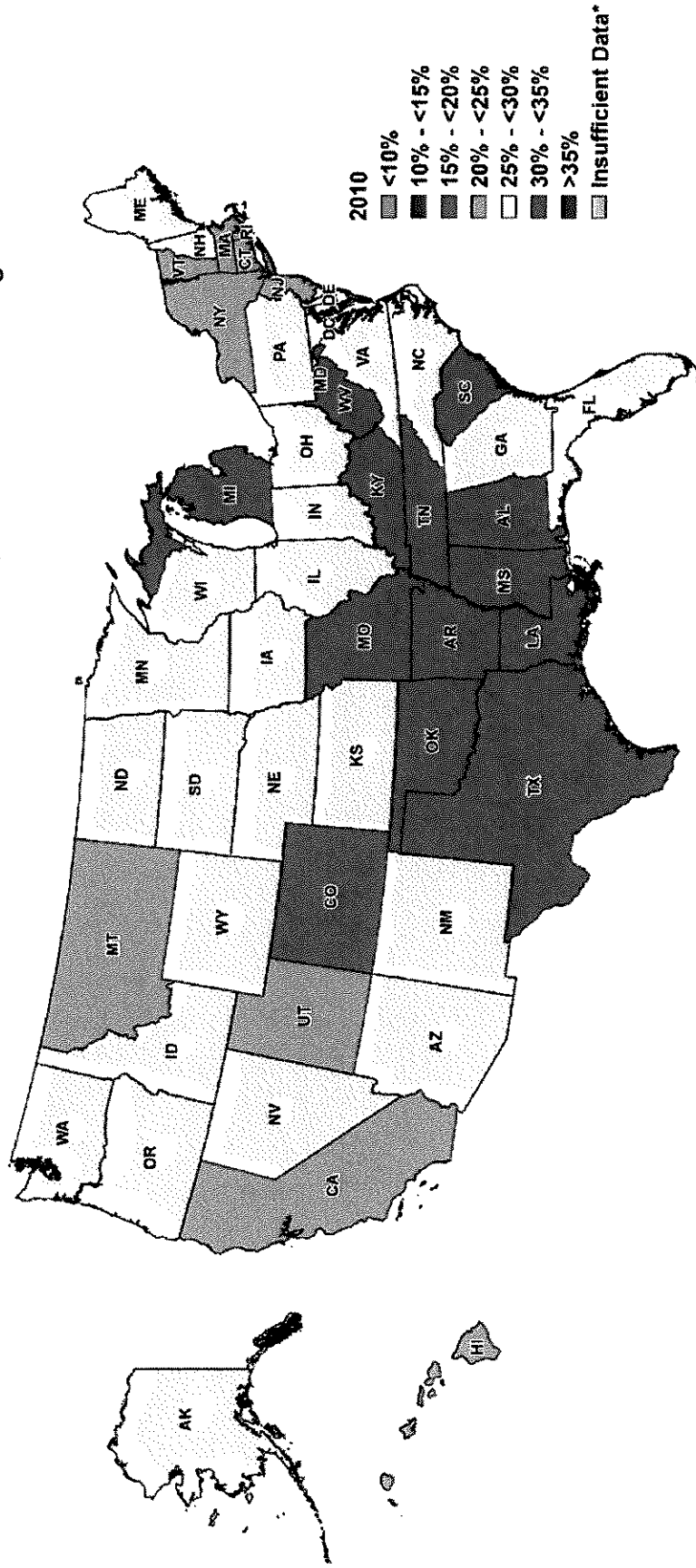


Obesity Trends Among U.S. Adults 2010

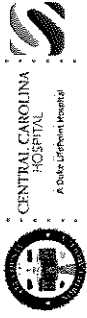


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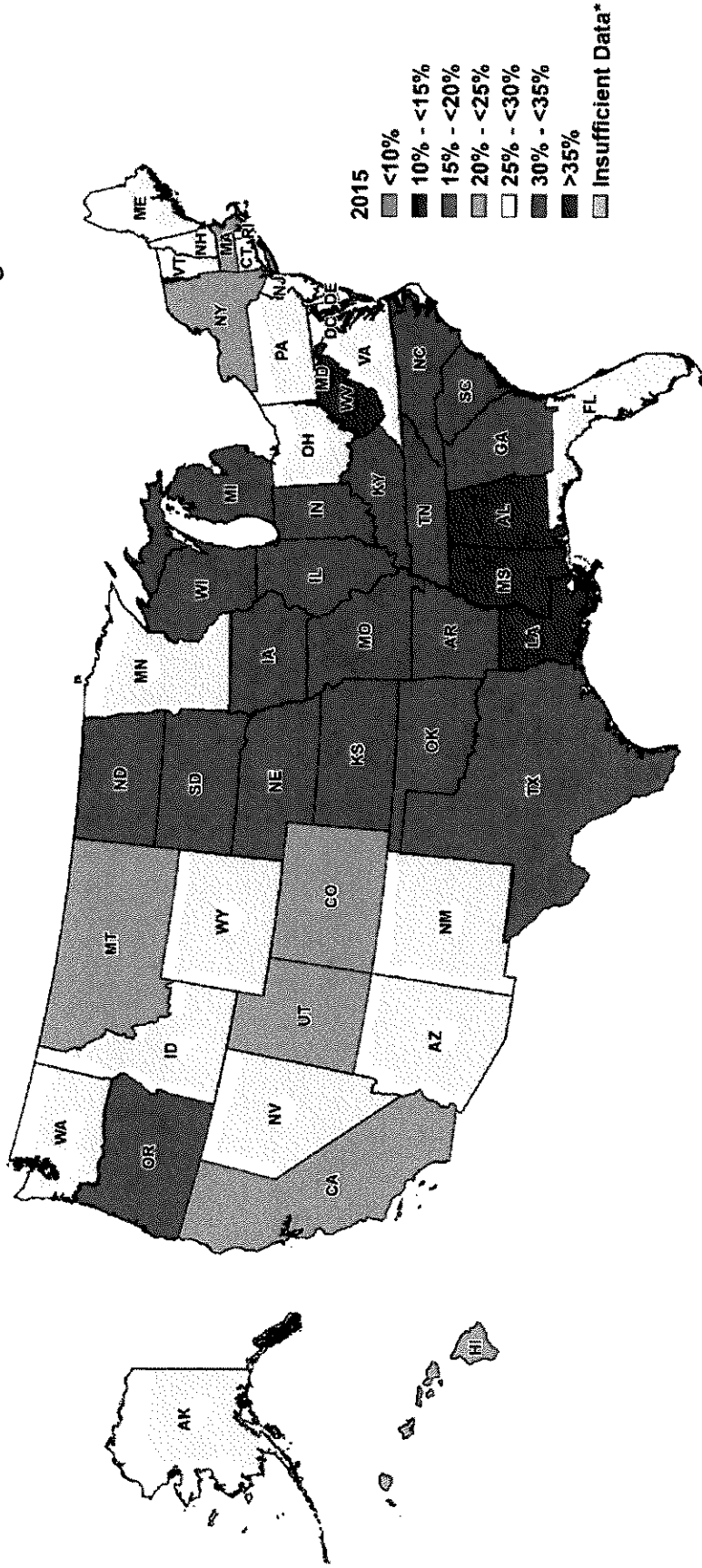
*BMI \geq 30, or ~ 30 lbs overweight for a 5'4" woman



Obesity Trends Among U.S. Adults 2015



*BMI \geq 30, or \sim 30 lbs overweight for a 5'4" woman

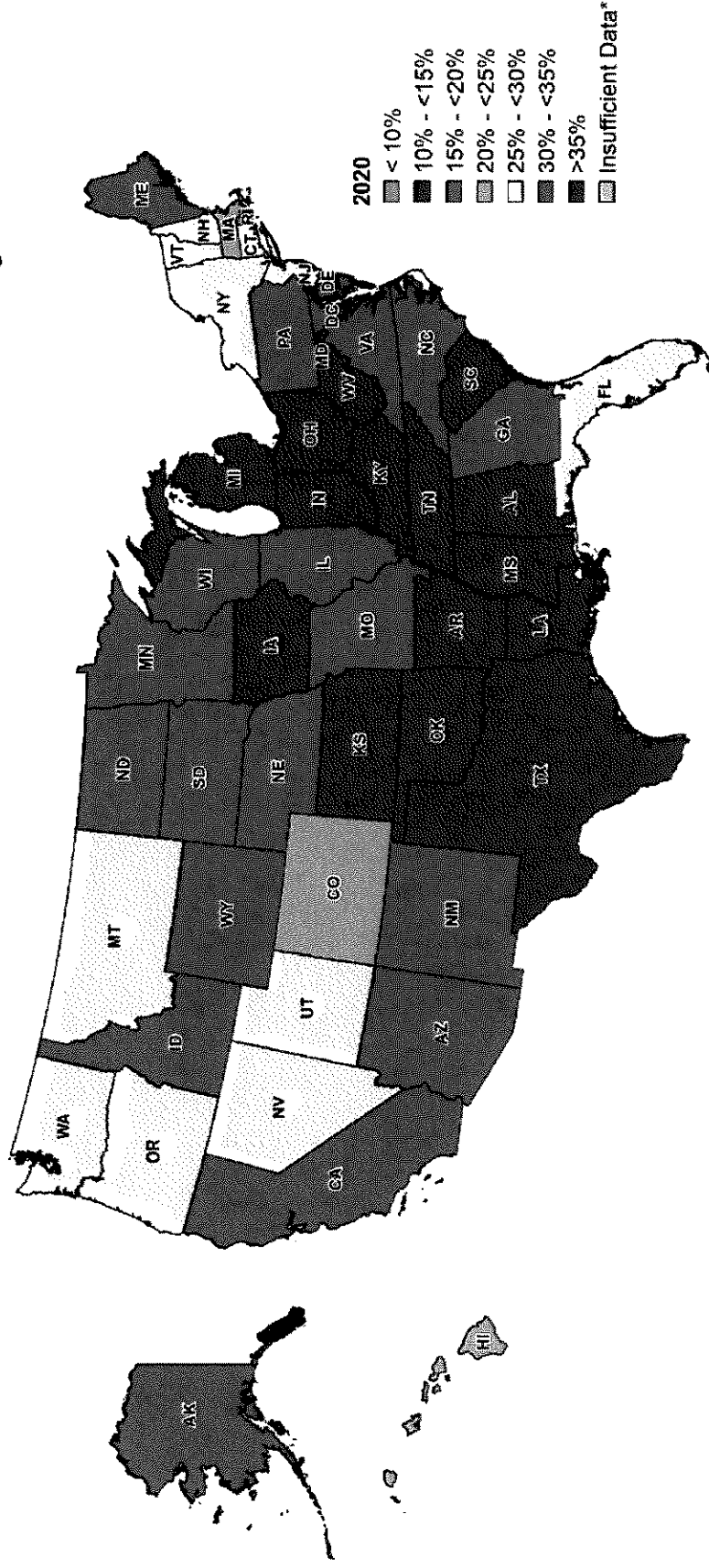


Obesity Trends Among U.S. Adults 2020



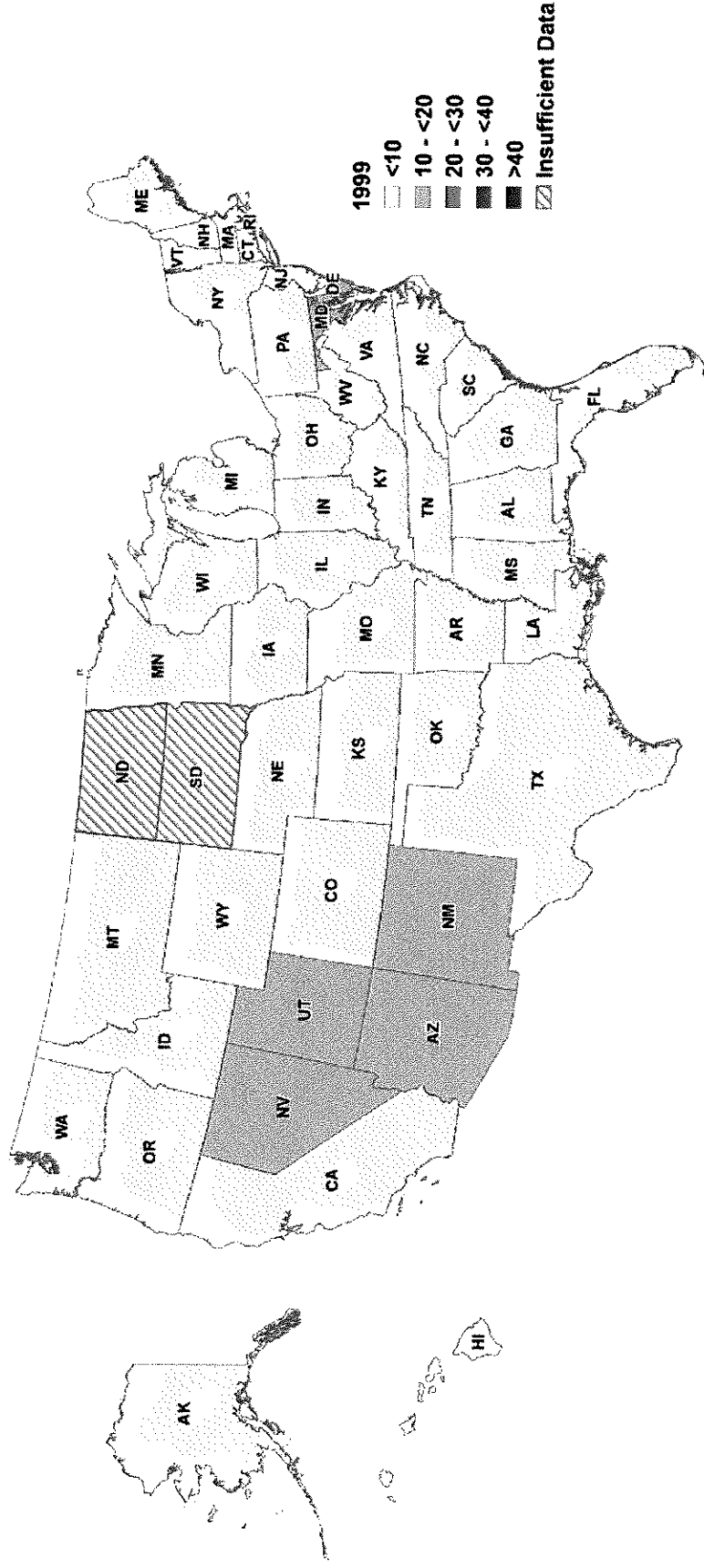
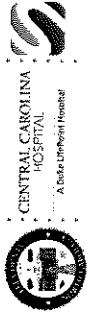
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*BMI \geq 30, or ~ 30 lbs overweight for a 5'4" woman



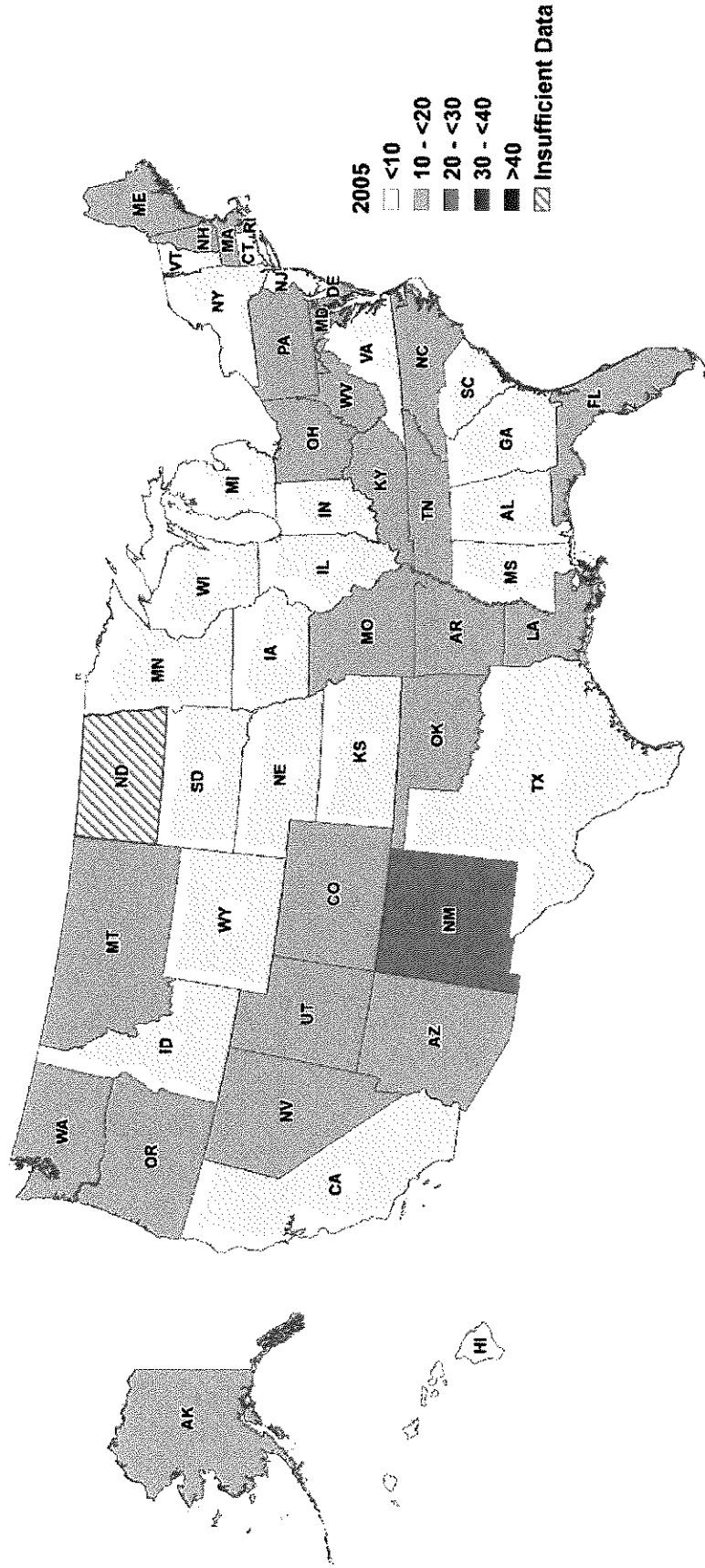
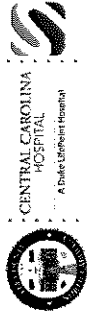
Drug Overdose Mortality Rates 1999

(per 100,000 population)



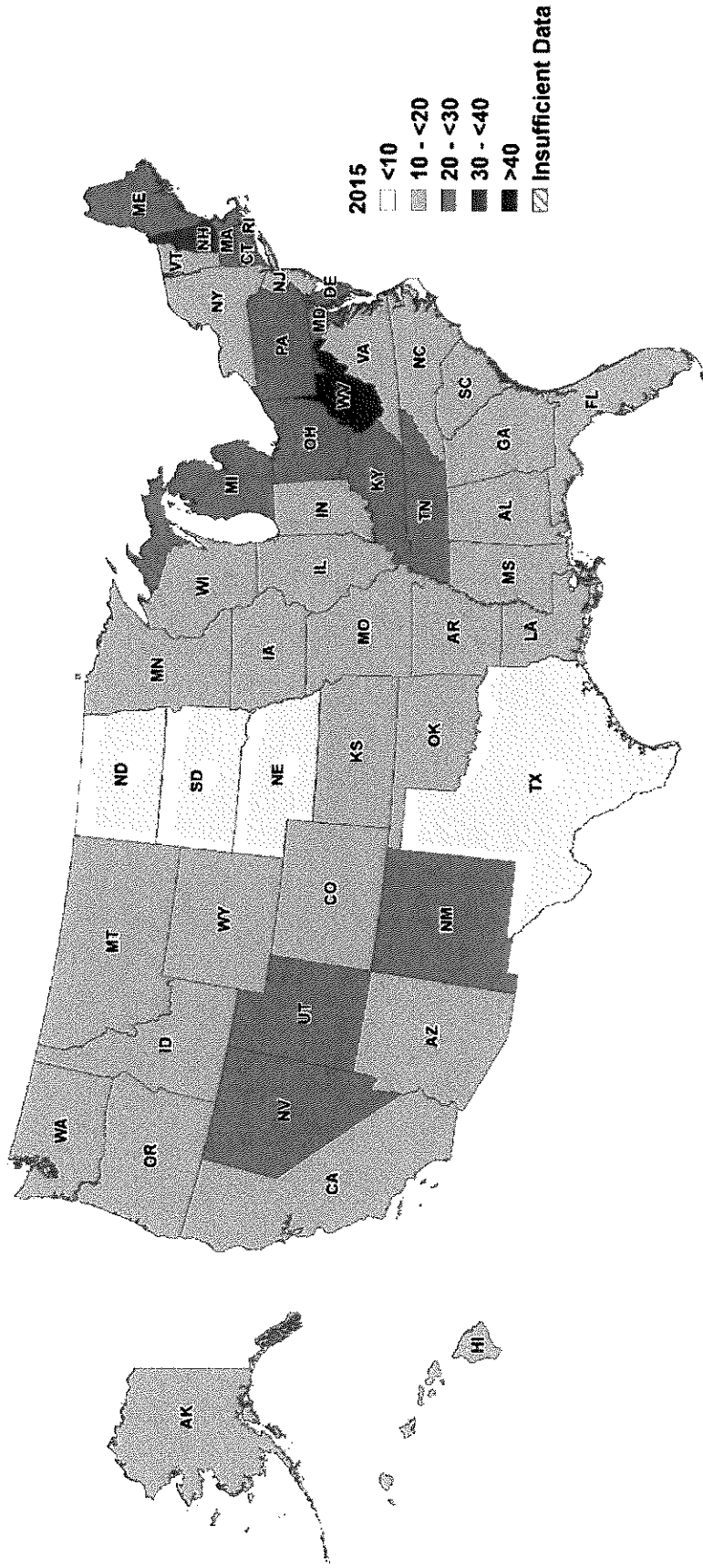
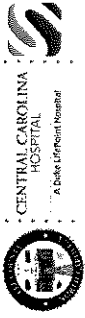
Drug Overdose Mortality Rates 2005

(per 100,000 population)



Drug Overdose Mortality Rates 2015

(per 100,000 population)



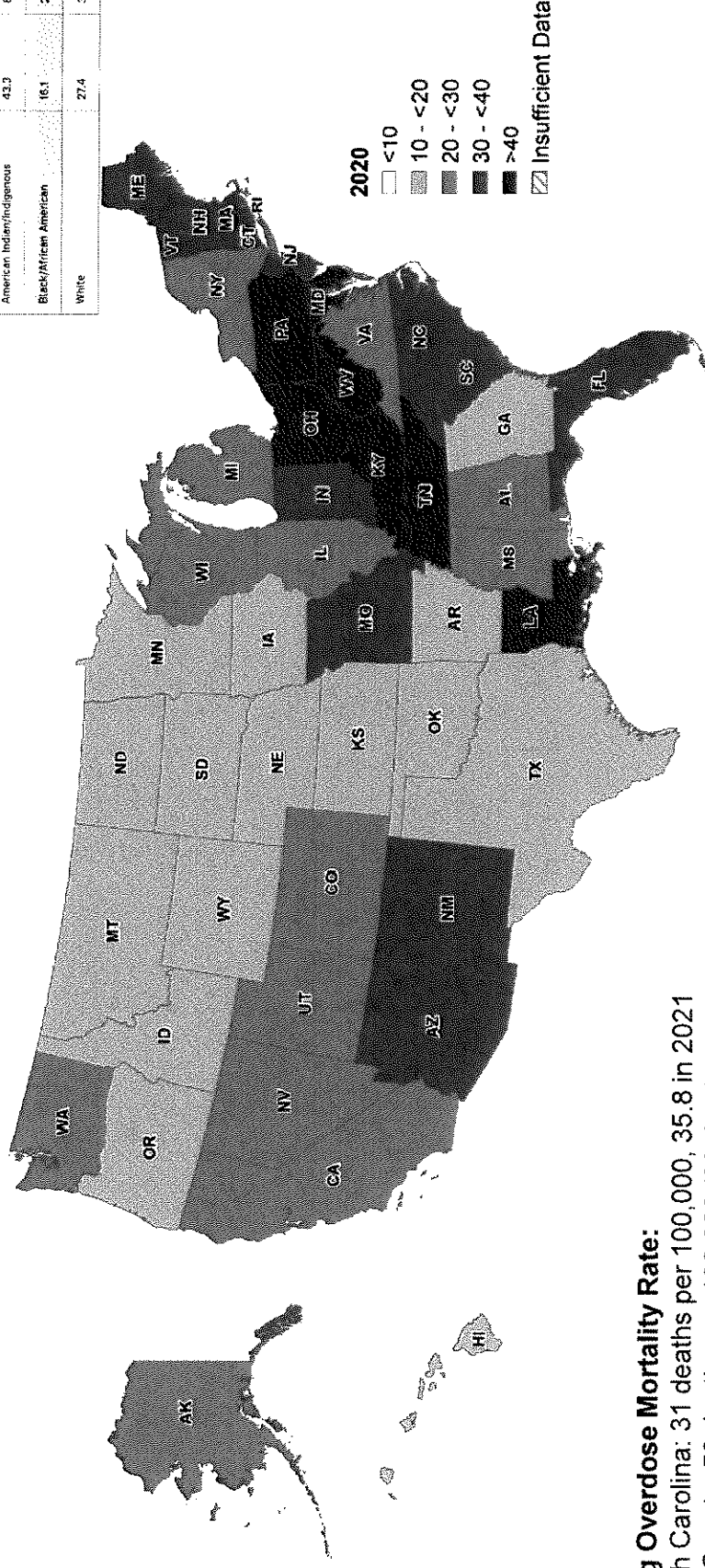
Drug Overdose Mortality Rates 2020

(per 100,000 population)



Overdose Death Rates by Year and Race. Deaths per 100,000 residents; Non-Hispanic

	2019 rate	2020 rate	Increase
American Indian/Indigenous	43.3	83.6	93%
Black/African American	16.1	26.7	66%
White	27.4	36.1	32%

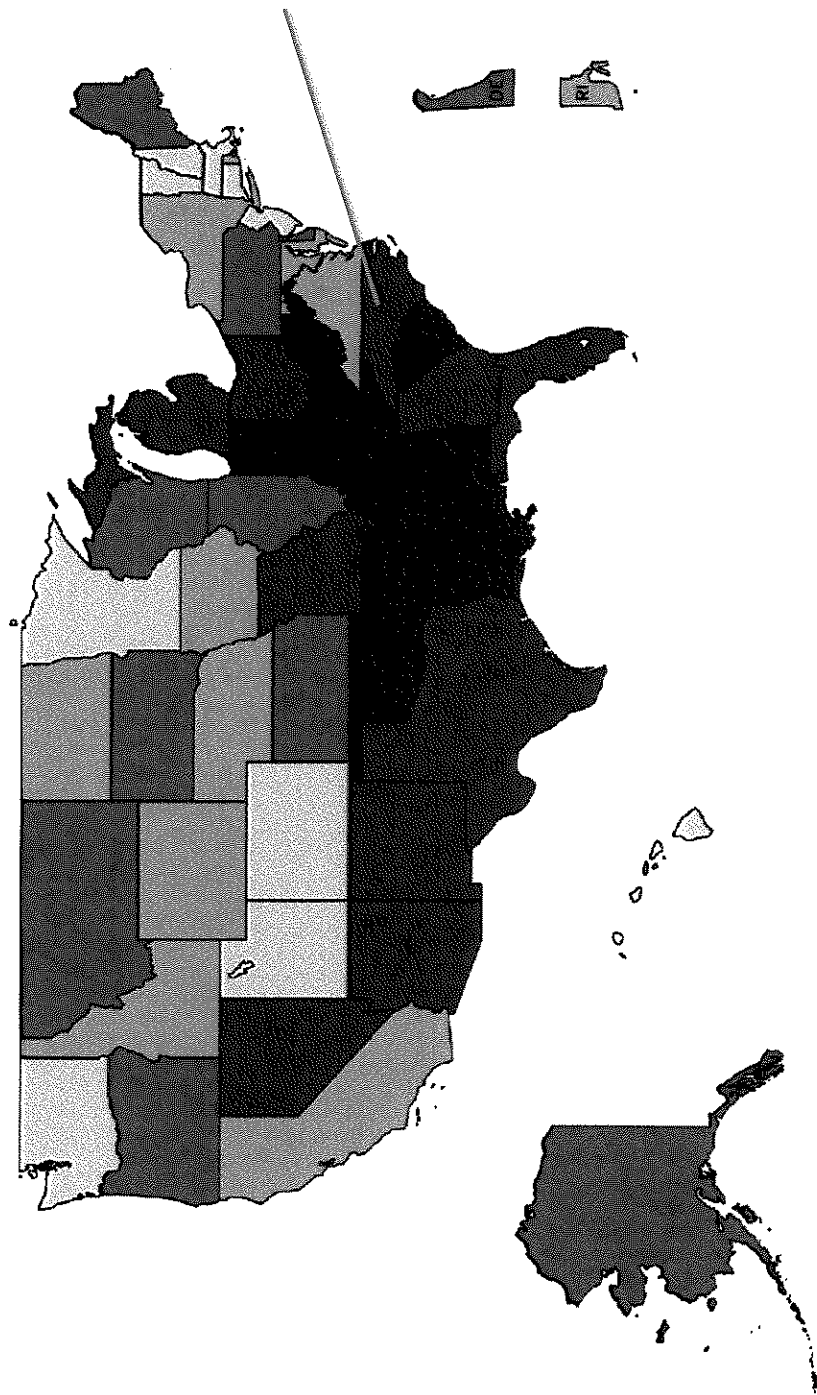
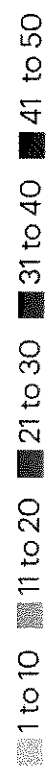
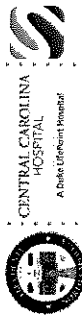


Drug Overdose Mortality Rate:

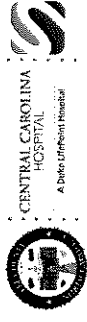
North Carolina: 31 deaths per 100,000, 35.8 in 2021

Lee County: 53 deaths per 100,000 (33 deaths), 55 in 2021 (34 deaths)

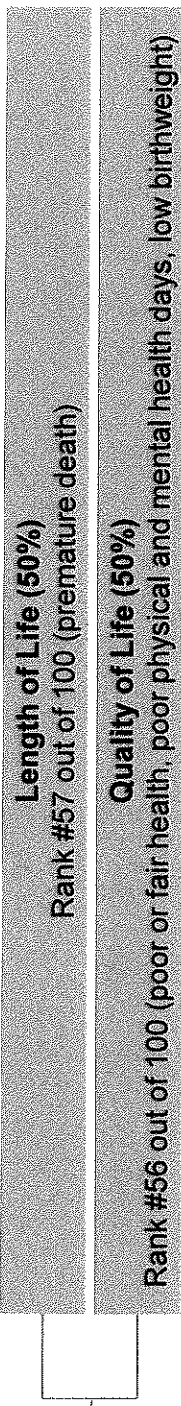
America's Health Rankings



Lee County, NC Health Rankings



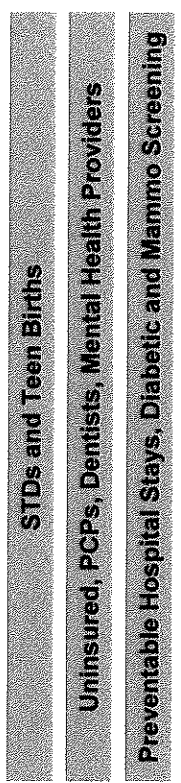
Health Outcomes
Rank #56 out of 100



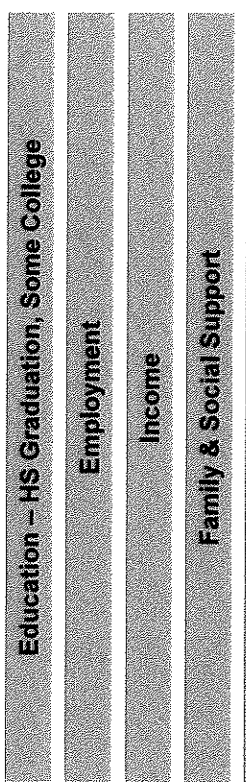
Health Behaviors (30%)
Rank #39 out of 100



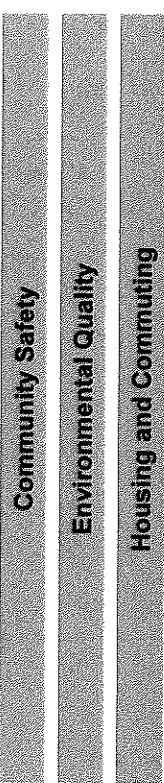
Clinical Care (20%)
Rank #58 out of 100



Social & Economic Factors (40%)
Rank #58 out of 100



Physical Environment (10%)
Rank #60 out of 100

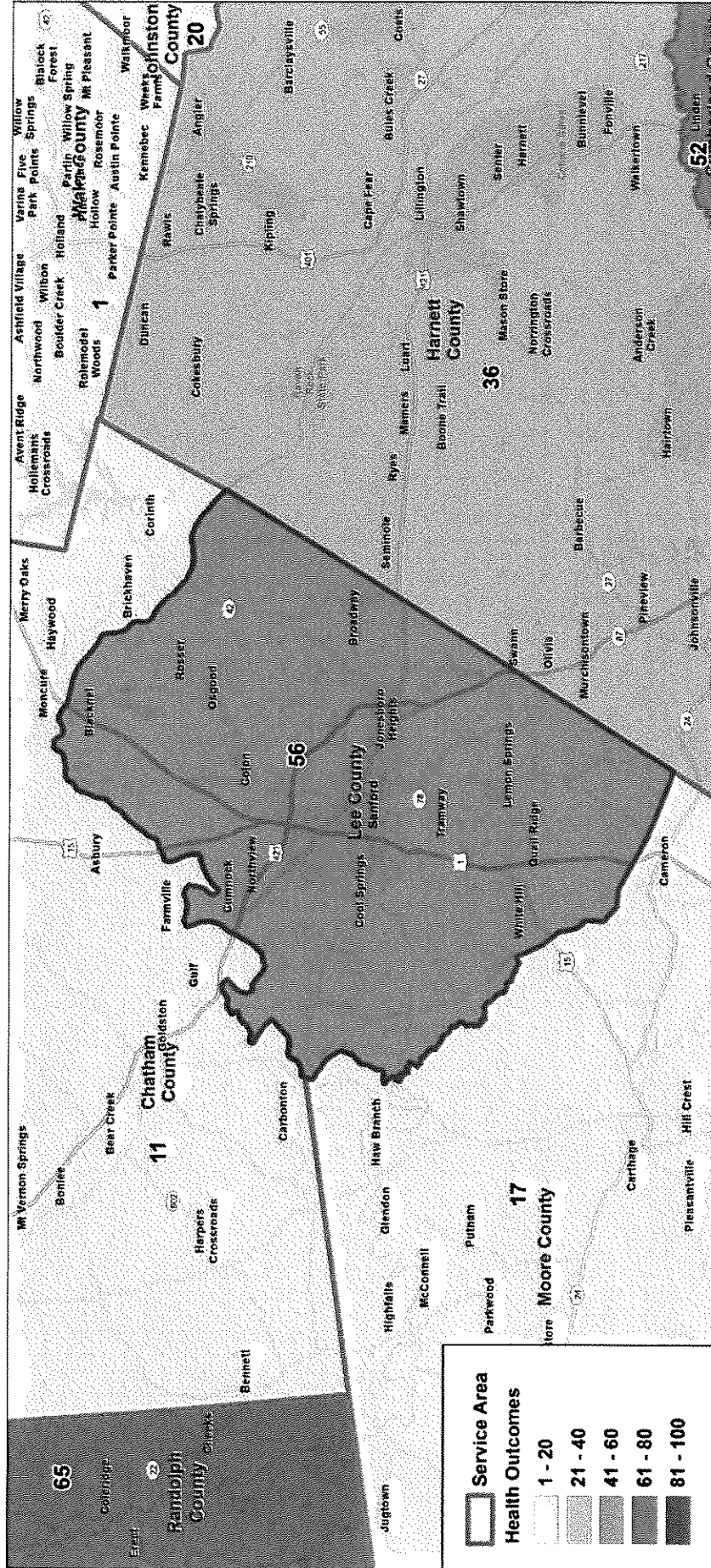


Health Factors
Rank #53 out of 100

Programs & Policies

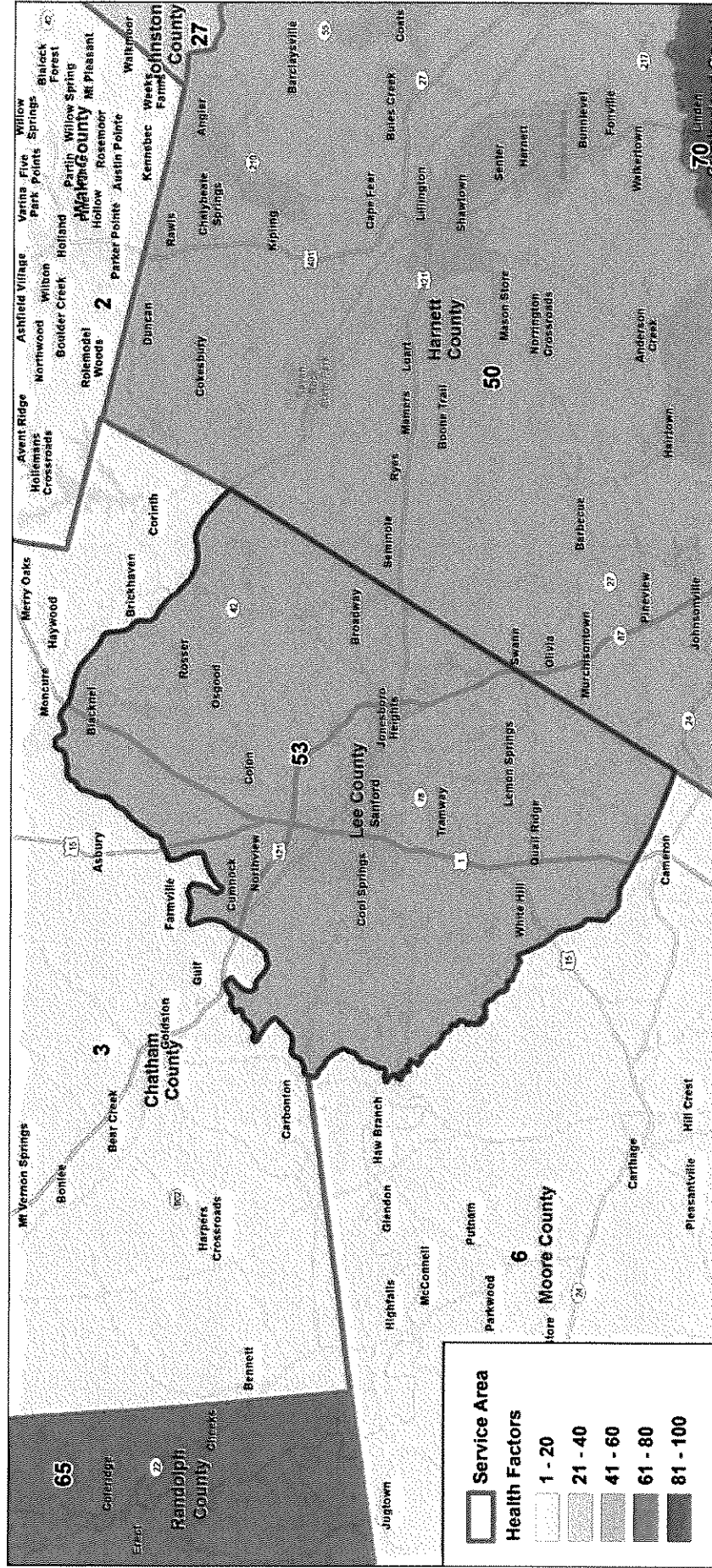
NC county rankings based on 100 counties.

Health Outcome Rankings - North Carolina



NC county rankings based on 100 counties.

Health Factors Rankings - North Carolina



NC county rankings based on 100 counties.

Contiguous Counties Health Rankings & Measures

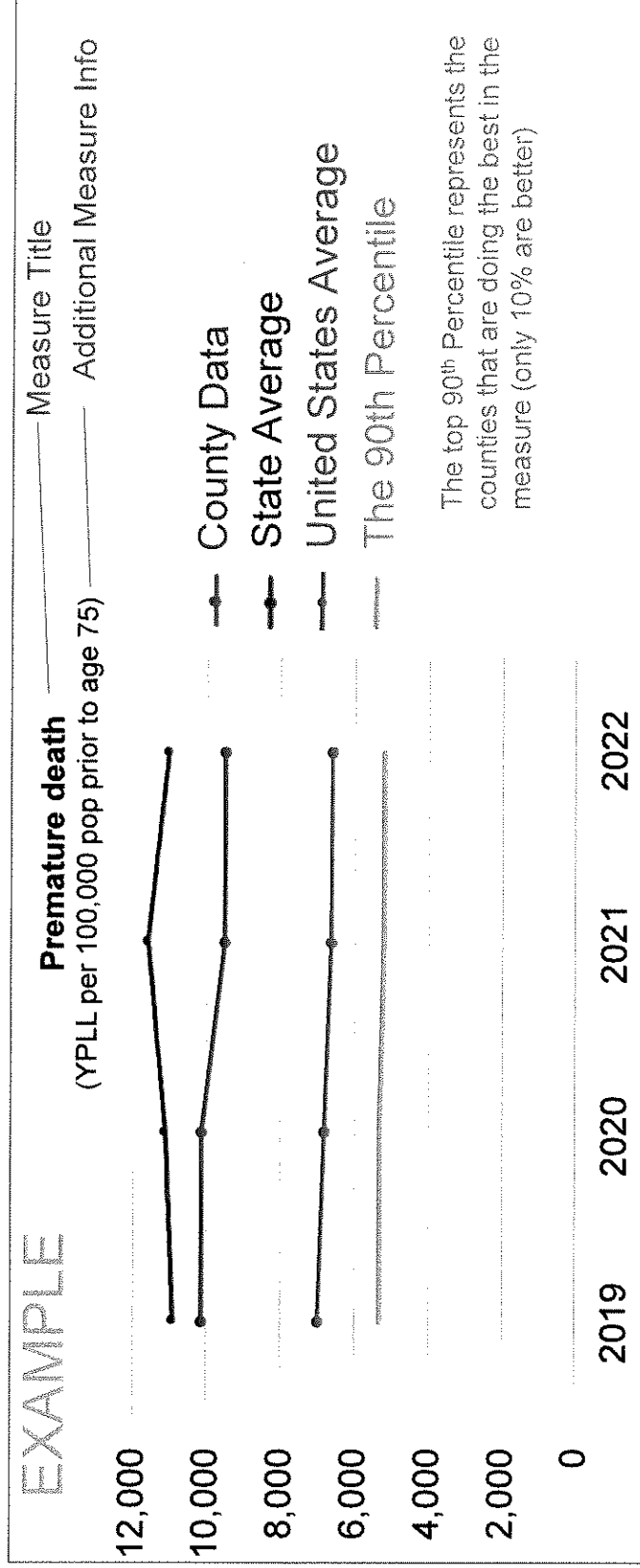
	Lee	Chatham	Harnett	Moore	Wake
Health Outcomes	56	11	36	17	1
Length of Life	57	14	37	26	1
Quality of Life	56	9	34	11	1
Health Factors	53	3	50	6	2
Health Behaviors	39	3	32	10	1
Clinical Care	58	9	87	5	3
Social & Economic Factors	58	11	40	8	2
Physical Environment	60	31	81	87	93
Adult smoking	20%	16%	20%	17%	13%
Adult obesity	35%	31%	37%	31%	28%
Uninsured	16%	14%	15%	12%	10%
Preventable hospital stays	4,984	2,437	5,131	3,498	3,175
High school completion	85%	89%	88%	92%	93%

Ranks out
of 100 NC
counties

Red = Concern

Health Measure Trend Charts – How to read the next charts

A brief explanation of the health measure trend charts

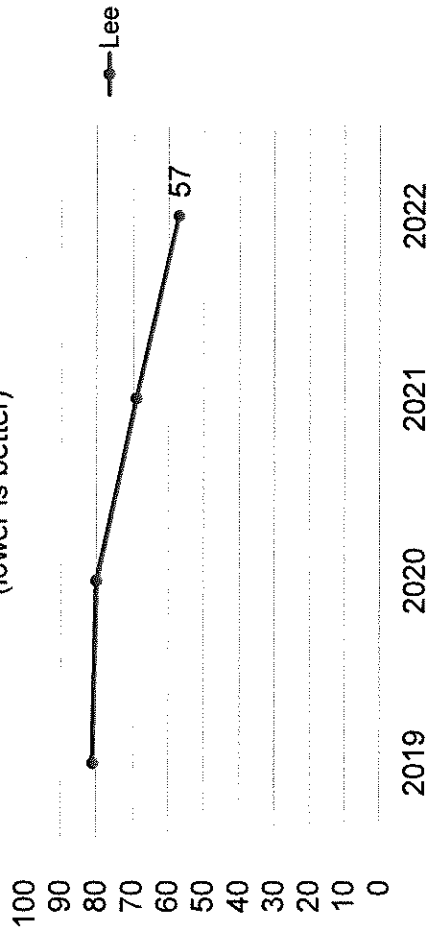


- = Concern for the County
- ★ = Strength for the County

A Strength for the County is a measure better or equal to the state score, and a Concern is worse than the state score.

Length of Life Rank

Length of Life Ranking
(lower is better)



Life Expectancy

(Average number of years a person can expect to live)

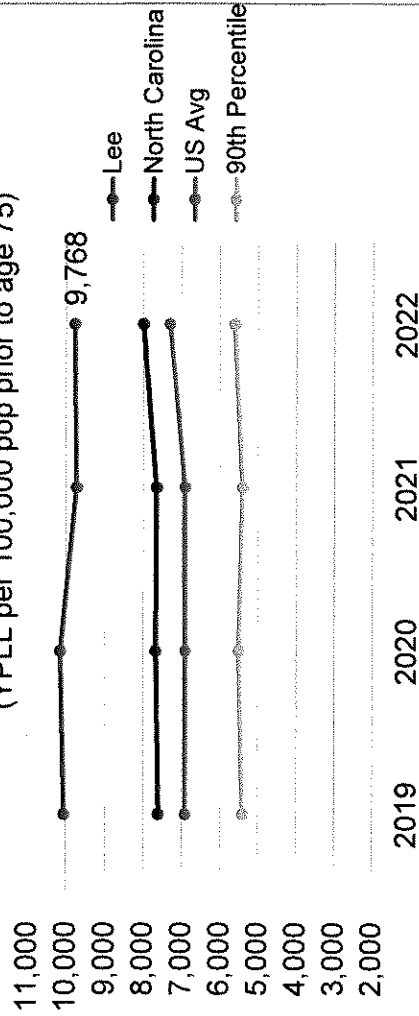
2018-2020	
Lee County	76.3
North Carolina	77.7
US Avg*	77.0
90th Percentile	80.6

Lee County		2018-2020	
American Indian & Alaska Native			NR
Asian			NR
Black			73.1
Hispanic			82.9
White			75.5

*Due to impacts of COVID, life expectancy in the US decreased 1.8 years from 2019.

Premature death

(YPLL per 100,000 pop prior to age 75)

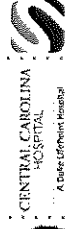


Premature death by race/ethnicity

(YPLL per 100,000 pop prior to age 75)

Lee County		2018-2020	
American Indian & Alaska Native			NR
Asian			NR
Black			12,500
Hispanic			5,800
White			8,300

Leading Causes of Death per 100,000 Population 2020



Cause of Death	Lee County	North Carolina	US
Heart Disease	157.2	156.2	168.2
Cancer	156.8	148.8	144.1
COVID-19*	58.4	60.4	85
Accidents (Unintentional Injuries)	70.8	67.1	57.6
Strokes	47.9	44.4	38.8
Respiratory Diseases	42.3	38.5	36.4
Alzheimer's	45.7	37.5	32.4
Diabetes	28.8	26.9	24.8
Liver Disease	17.4	12.9	13.3
Influenza and Pneumonia	11.4	14.0	13
Nephritis, nephrosis	13.6	15.9	12.7
Hypertension	7.4	9.5	10.1
Parkinson Disease	8.6	9.8	9.9
Septicemia	9.0	12.2	9.7

Age-adjusted rates per 100,000 population.

Lee County data combined from 2019-2020. US and NC data from 2020

Rates that appear in red for a county denote a higher value compared to state data.

Age Adjustment Uses 2000 Standard Population.

* COVID-19 Data from 2020

Leading Causes of Death by Race/Ethnicity and Sex

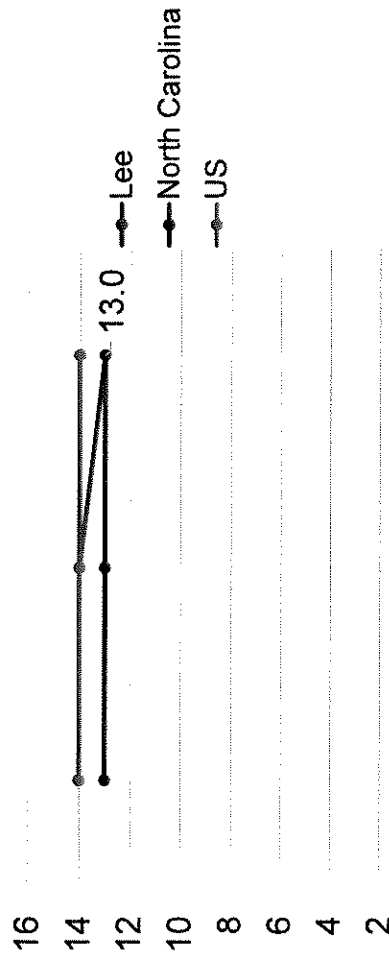
NC 2016-2020 & Lee County 2016-2020

Cause of Death	NC Total	Lee Co Total	NC White		Lee Co White		NC Black		Lee Co Black		NC Hispanic		Lee Co Hispanic		NC Male		Lee Co Male		NC Female		Lee Co Female	
Heart Disease	156.1	157.0	153.7	150.4	181.0	196.2	65.9	101.5	200.0	211.1	121.4	114.3	200.0	211.1	121.4	114.3	200.0	211.1	121.4	114.3	114.3	114.3
Cancer	152.4	164.8	153.7	154.9	176.1	209.7	81.1	N/A	187.2	209.8	131.3	130.6	187.2	209.8	131.3	130.6	187.2	209.8	131.3	130.6	130.6	130.6
Accidents (Unintentional Injuries)	58.3	71.6	64.5	72.3	50.2	77.7	32.5	44.6	80.2	105.7	38.0	39.0	80.2	105.7	38.0	39.0	80.2	105.7	38.0	39.0	39.0	39.0
Strokes	42.7	42.6	40.3	38.6	55.3	64.5	23.8	N/A	43.8	45.1	41.0	40.0	43.8	45.1	41.0	40.0	43.8	45.1	41.0	40.0	40.0	40.0
Respiratory Diseases	42.5	41.0	47.1	45.8	28.9	N/A	9.0	N/A	47.0	40.1	39.6	41.8	47.0	40.1	39.6	41.8	47.0	40.1	39.6	41.8	41.8	41.8
Alzheimer's	37.4	43.9	38.1	46.9	36.5	N/A	21.3	N/A	28.6	28.3	42.5	53.4	28.6	28.3	42.5	53.4	28.6	28.3	42.5	53.4	53.4	53.4
Diabetes	24.5	30.4	20.3	19.5	45.0	78.0	15.4	N/A	31.0	36.7	19.3	25.3	31.0	36.7	19.3	25.3	31.0	36.7	19.3	25.3	25.3	25.3
Nephritis, nephrosis	16.4	15.2	13.1	11.6	32.5	33.6	9.9	N/A	19.5	20.6	14.2	11.7	19.5	20.6	14.2	11.7	19.5	20.6	14.2	11.7	11.7	11.7
Influenza and Pneumonia	15.7	10.8	15.9	10.7	16.2	N/A	6.0	N/A	18.1	14.2	14.0	N/A	18.1	14.2	14.0	N/A	18.1	14.2	14.0	N/A	N/A	N/A
Suicide	13.4	12.7	17.1	14.2	5.9	N/A	5.5	N/A	21.5	23.0	6.0	N/A	21.5	23.0	6.0	N/A	21.5	23.0	6.0	N/A	N/A	N/A
COVID-19*	12.8	12.2	10.5	8.7	19.8	N/A	22.8	N/A	15.9	16.0	10.4	N/A	15.9	16.0	10.4	N/A	15.9	16.0	10.4	N/A	N/A	N/A
Septicemia	12.5	10.5	11.7	10.5	17.4	N/A	5.6	N/A	13.8	N/A	11.5	10.1	13.8	N/A	11.5	10.1	13.8	N/A	11.5	10.1	10.1	10.1
Liver Disease	11.1	16.2	12.5	18.4	7.7	N/A	7.9	N/A	14.8	22.4	7.9	10.6	14.8	22.4	7.9	10.6	14.8	22.4	7.9	10.6	10.6	10.6
Homicide	7.3	11.4	3.2	N/A	19.6	36.9	4.0	N/A	11.9	18.9	2.9	N/A	11.9	18.9	2.9	N/A	11.9	18.9	2.9	N/A	N/A	N/A

Suicide rate per 100,000 Population



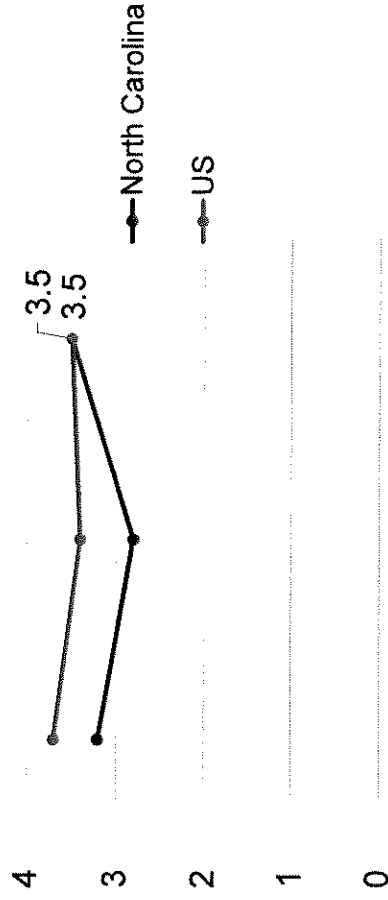
★ Suicide Rate
(per 100,000 Population)



Age-adjusted rates per 100,000 population.
Lee County, NC, North Carolina, and US data are from individual years.

Age Adjustment Uses 2000 Standard Population.

★ Teen Suicide Rate
(per 100,000 Population adolescents age 15-19)

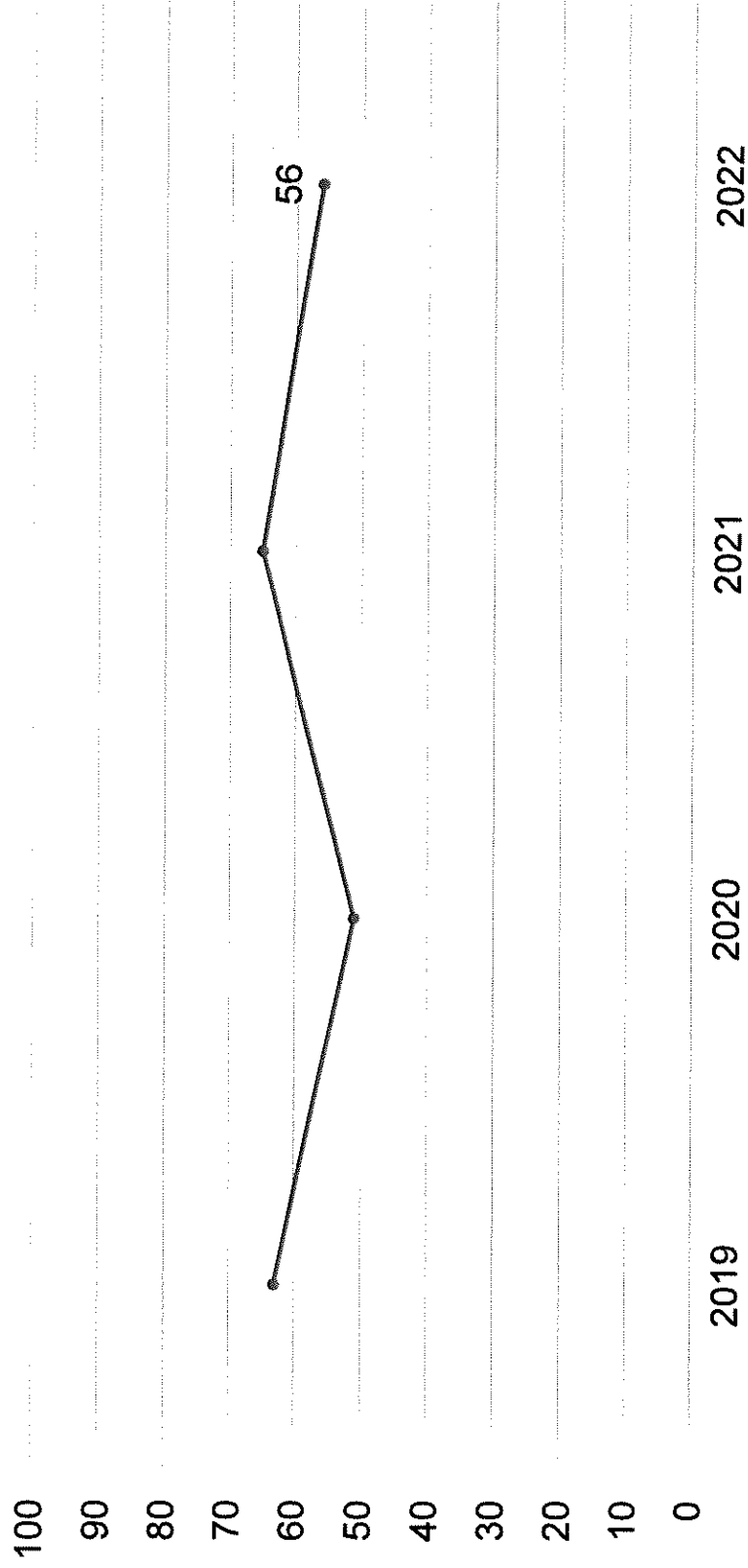


2018 2019 2020

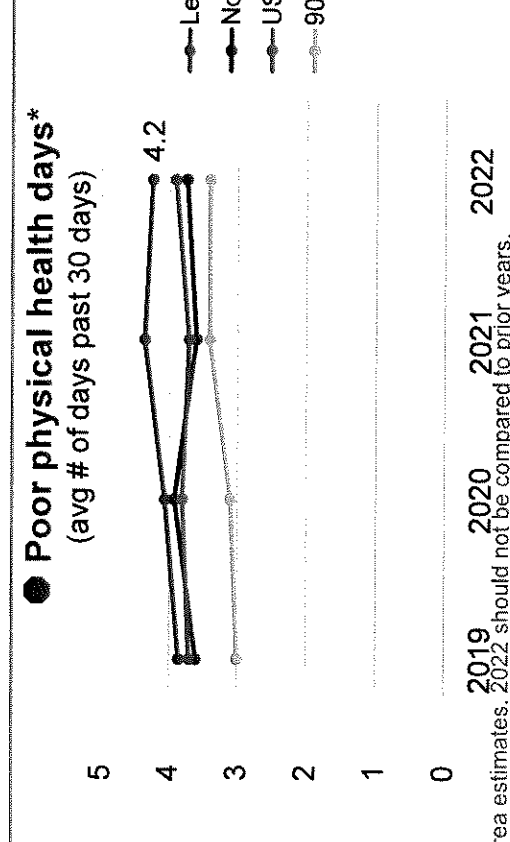
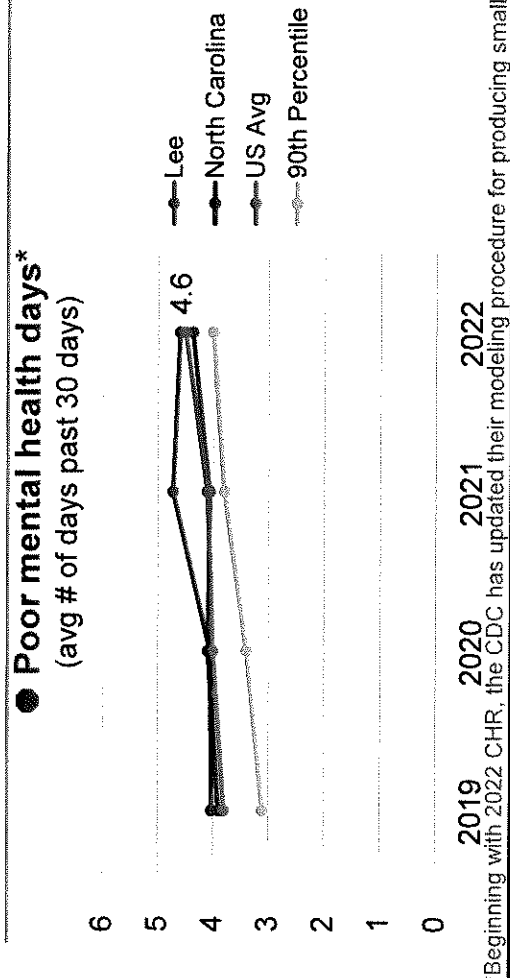
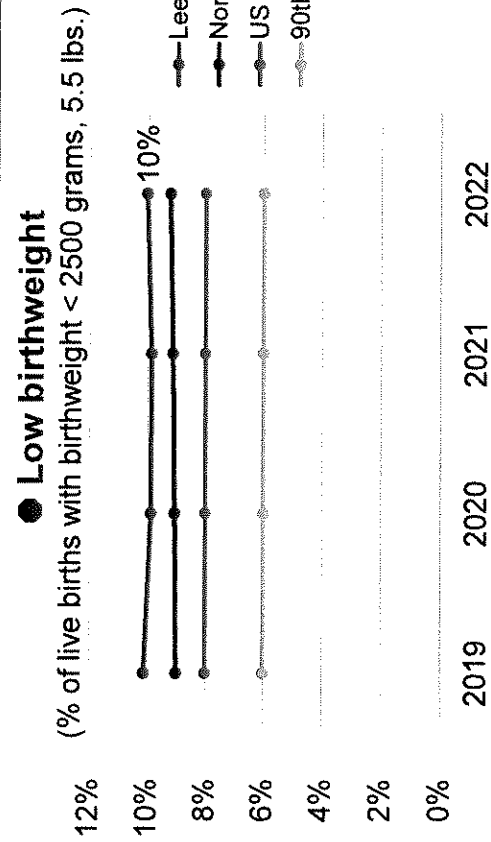
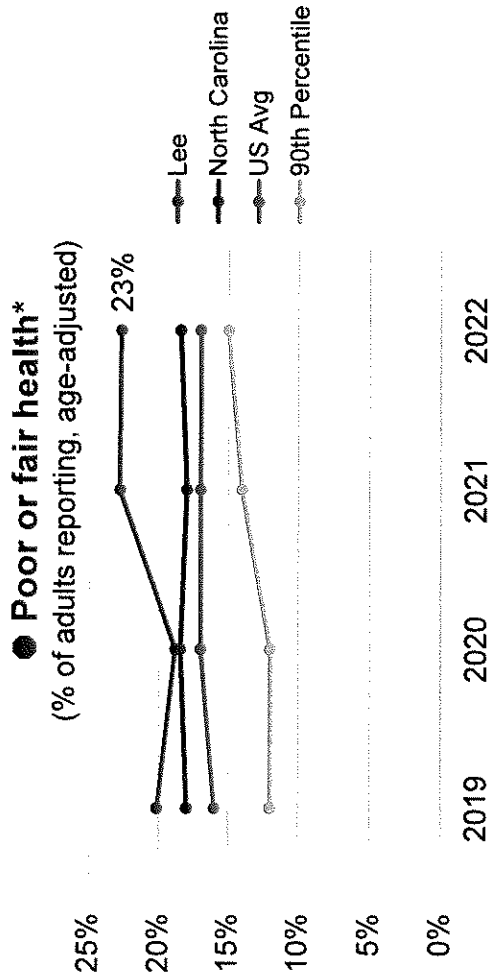
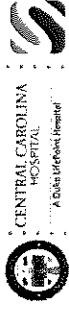
Crude rates per 100,000 population.
North Carolina, and US data are from individual years.
Age Adjustment Uses 2000 Standard Population.

Quality of Life Ranking

Quality of Life Ranking
(lower is better)



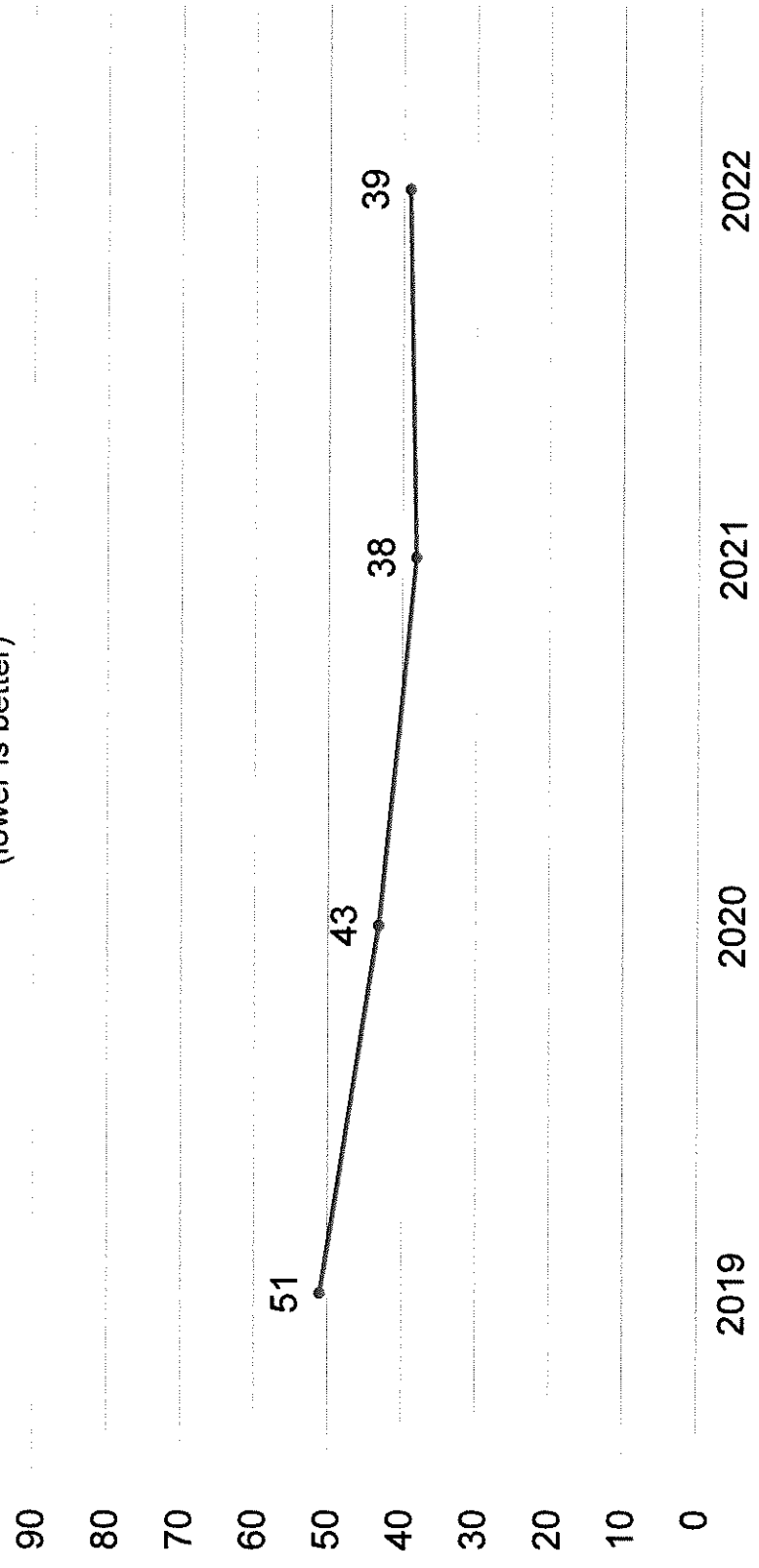
Quality of Life Rank



*Beginning with 2022 CHR, the CDC has updated their modeling procedure for producing small-area estimates. 2022 should not be compared to prior years.

Health Behaviors Ranking

Health Behaviors Ranking (lower is better)



Health Behaviors



● Adult obesity

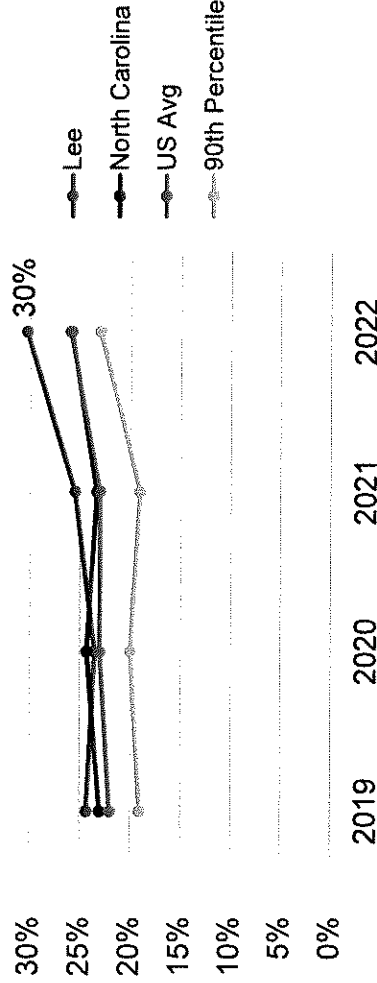
(% of adults that report a BMI of 30 or more)

2022	
Lee County	35%
North Carolina	34%
US Avg	32%
90th Percentile	30%

Beginning with 2022 CHR, the CDC has updated their modeling procedure for producing small-area estimates. 2022 released data should not be compared to prior years.

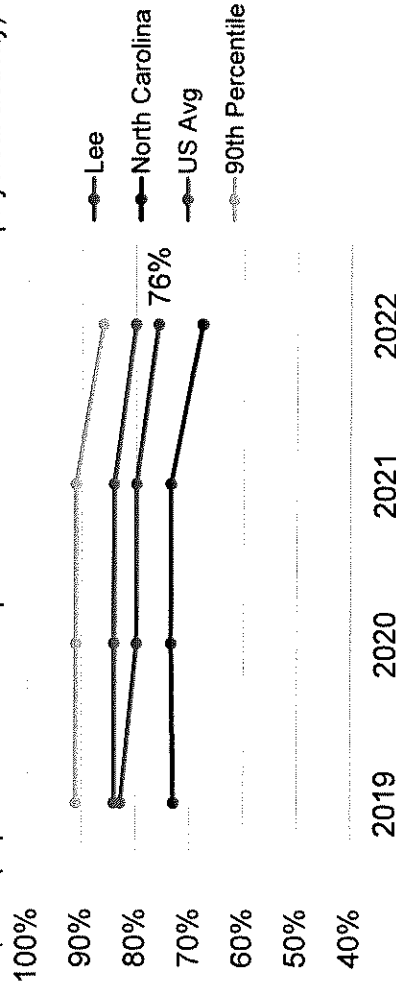
● Physical inactivity

(% 20 yo and older reporting no leisure time physical activity)



★ Access to exercise opportunities

(% of population with adequate access to locations for physical activity)



● Adult smoking

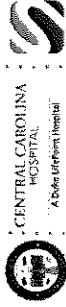
(% that report every day or "most days")

2022	
Lee County	20%
North Carolina	19%
US Avg	16%
90th Percentile	15%

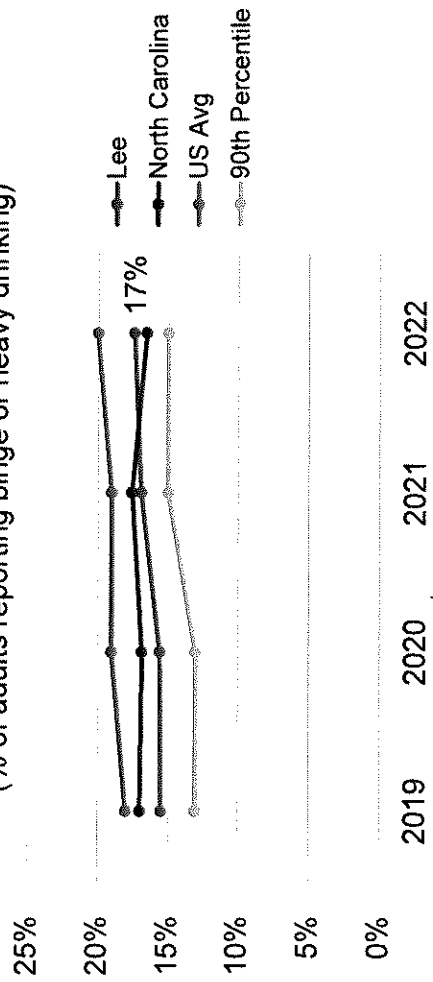
In 1965, 45% of the US smoked

Beginning with 2022 CHR, the CDC has updated their modeling procedure for producing small-area estimates. 2022 released data should not be compared to prior years.

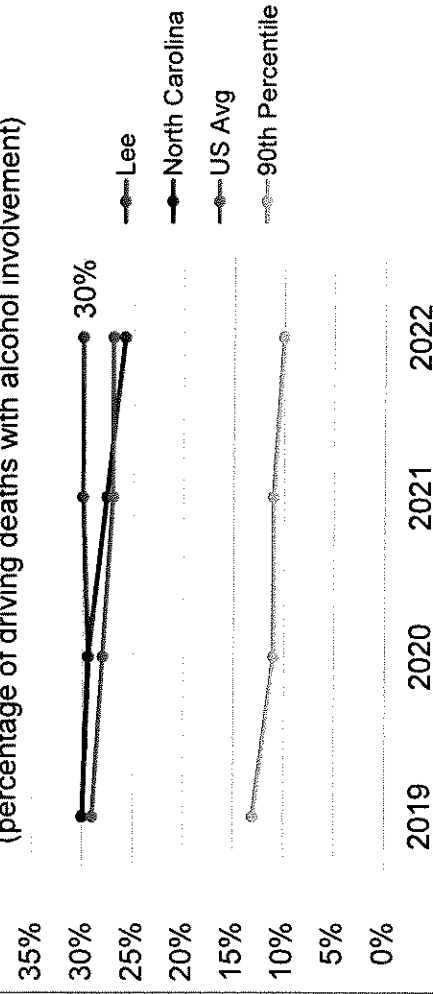
Health Behaviors



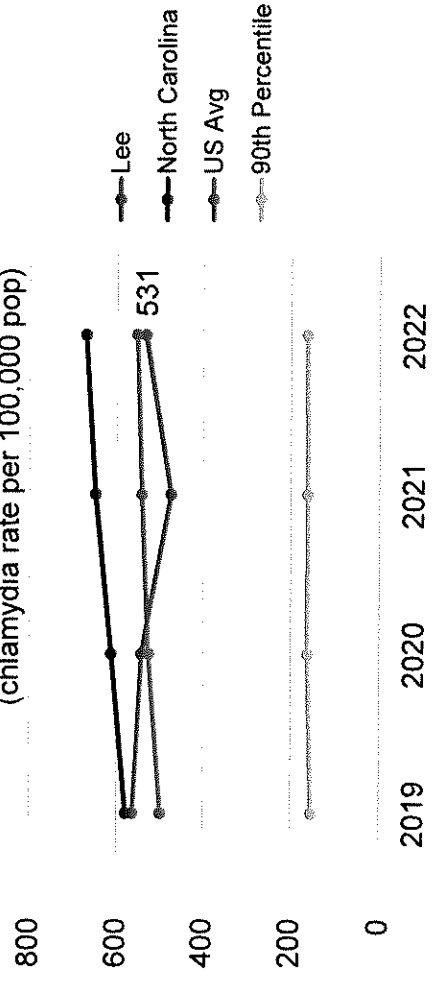
● Excessive drinking
(% of adults reporting binge or heavy drinking)



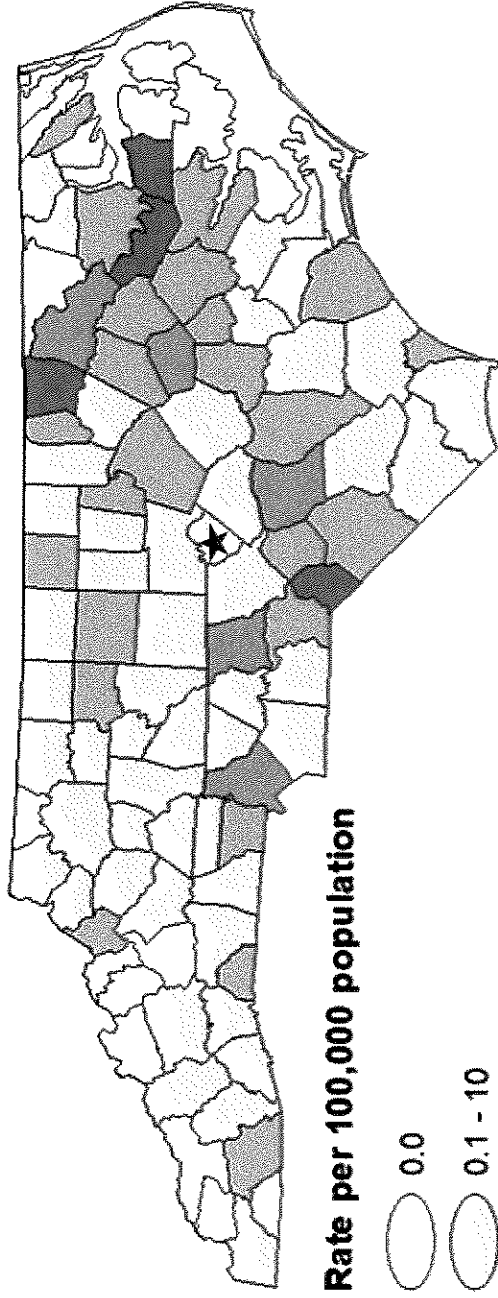
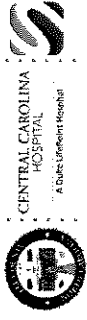
● Alcohol impaired driving deaths
(percentage of driving deaths with alcohol involvement)



★ Sexually transmitted infections
(chlamydia rate per 100,000 pop)



HIV Rate (newly diagnosed by county of residence) 2020

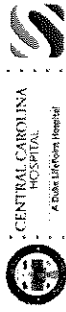


191 - # of people diagnosed with HIV in Lee County

9.7 - 2018-2020 average rate

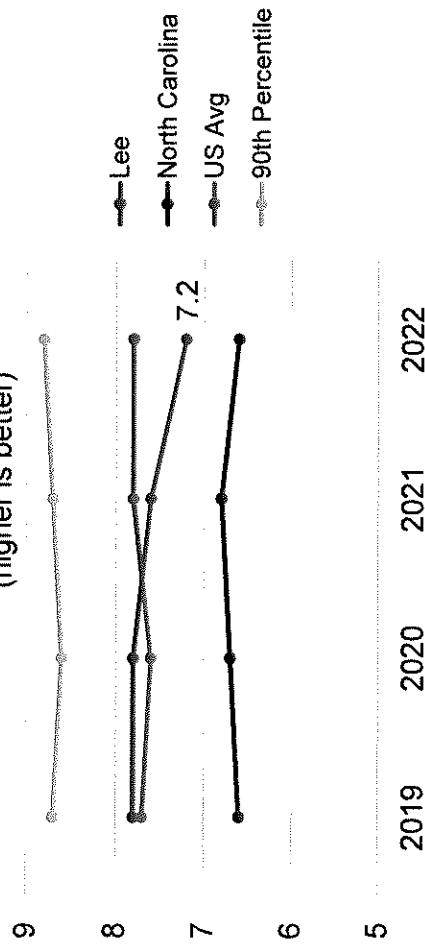
^Note: 2020 data should be treated with caution due to reduced availability of testing caused by the COVID-19 pandemic.
Data Source: enhanced HIV/AIDS Reporting System (eHARS) (data as of June 28, 2021).

Health Behaviors



★ Food environment index

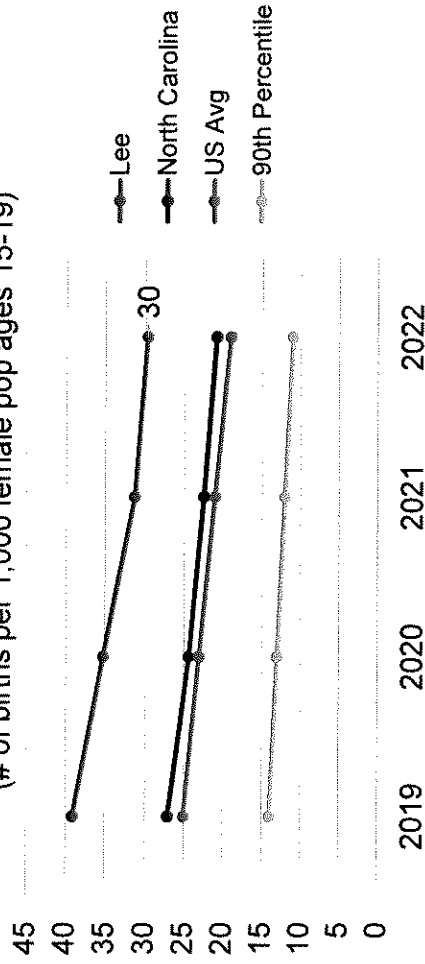
(higher is better)



The food environment index is comprised of % of the population with limited access to healthy foods and % of the population with food insecurity. Limited access to foods estimates the % of the population who are low income and do not live close to a grocery store. Food insecurity is the % of the population who did not have access to a reliable source of food during the past year.

● Teen birth rate

(# of births per 1,000 female pop ages 15-19)



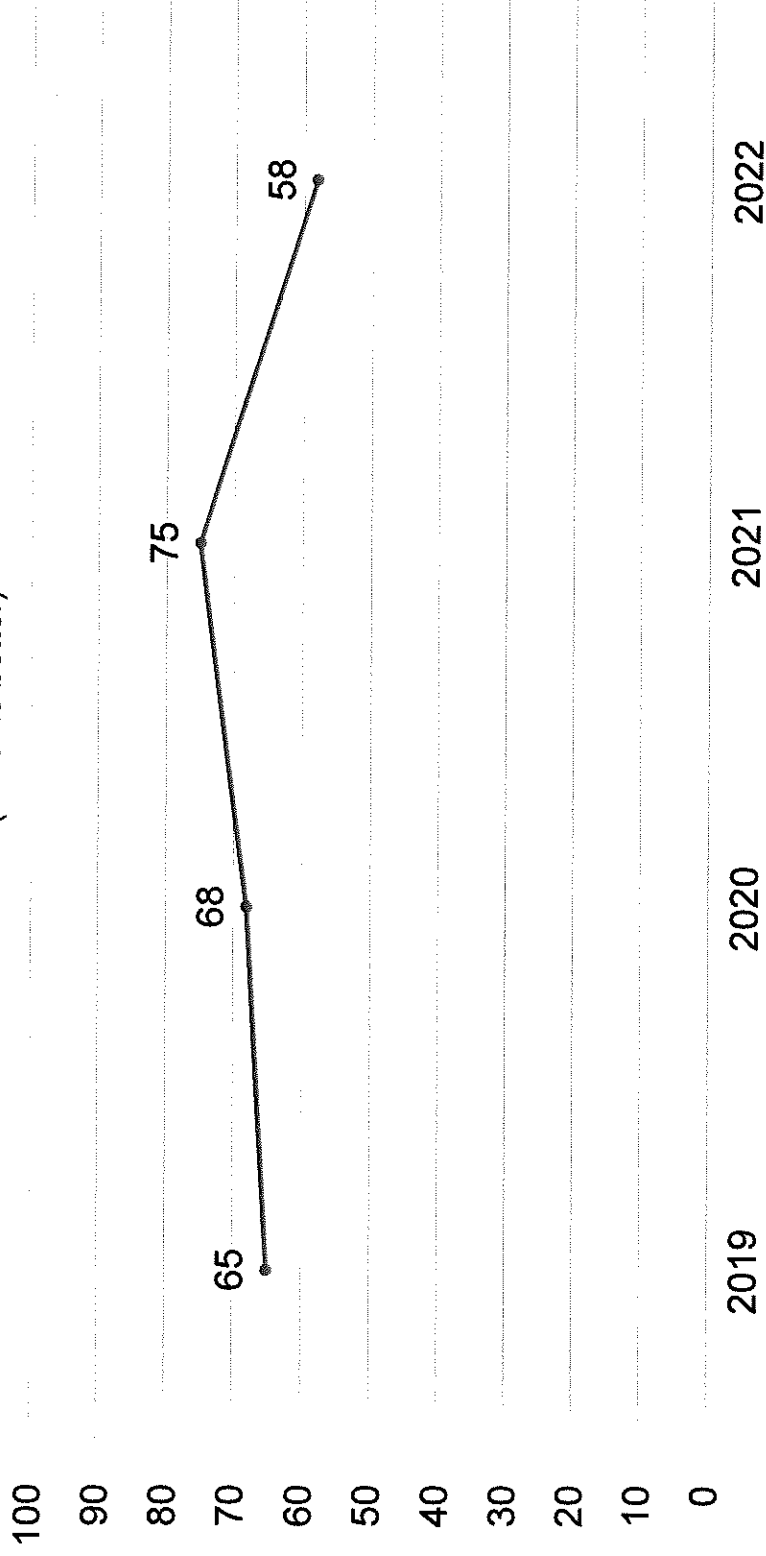
Teen birth rate

(# of births per 1,000 female pop ages 15-19)

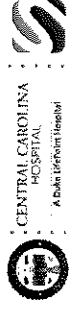
Lee County	2021
Asian	NR
Black	38
Hispanic	40
White	20

Clinical Care Rank

Clinical Care Rank (lower is better)

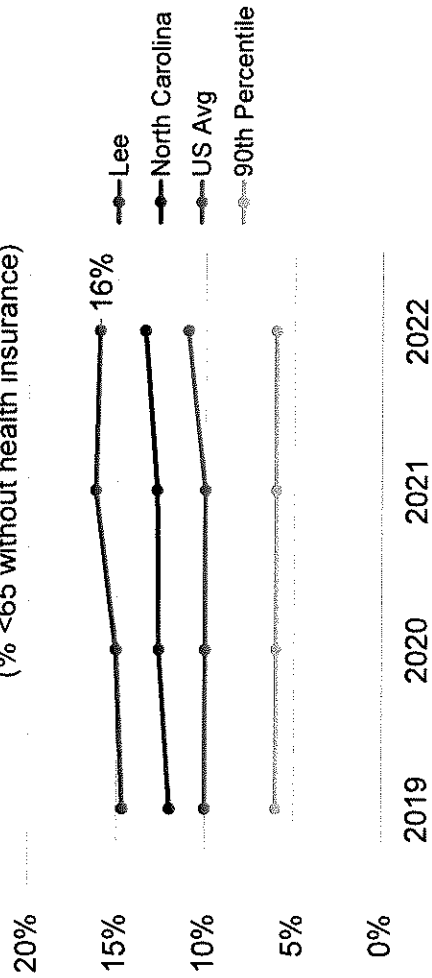


Clinical Care



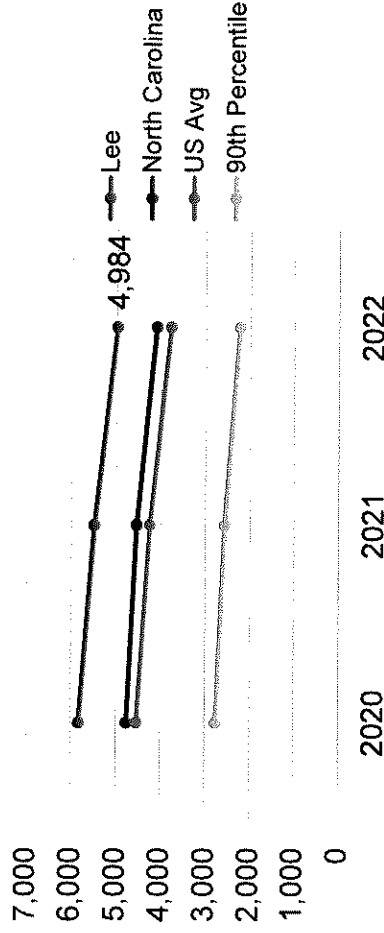
● Uninsured

(% <65 without health insurance)



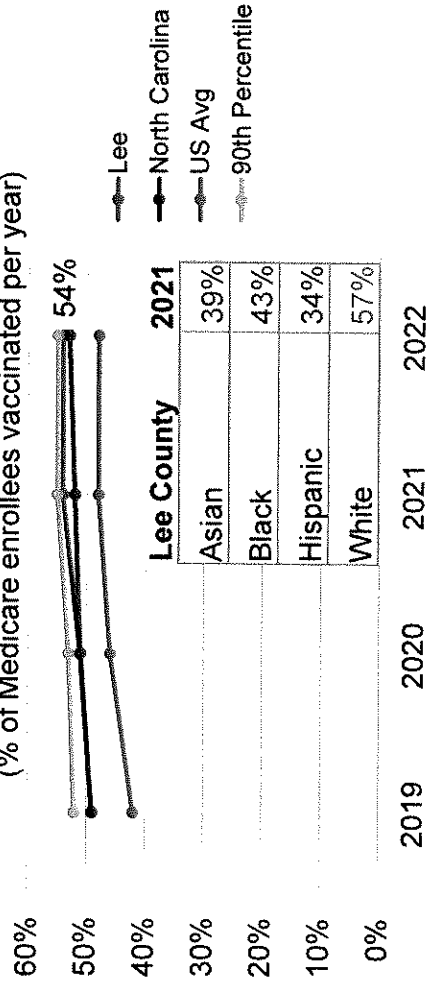
● Preventable hospital stays

(hospitalization rate for ambulatory-sensitive conditions per 100,000 Medicare enrollees)



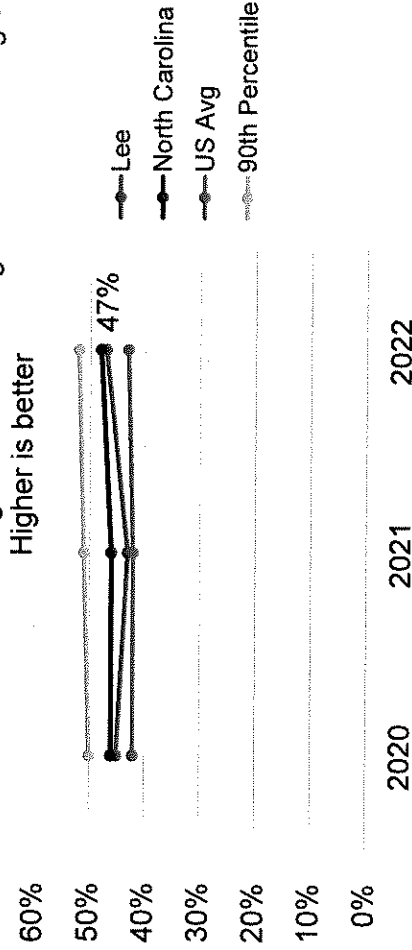
★ Flu Vaccines

(% of Medicare enrollees vaccinated per year)



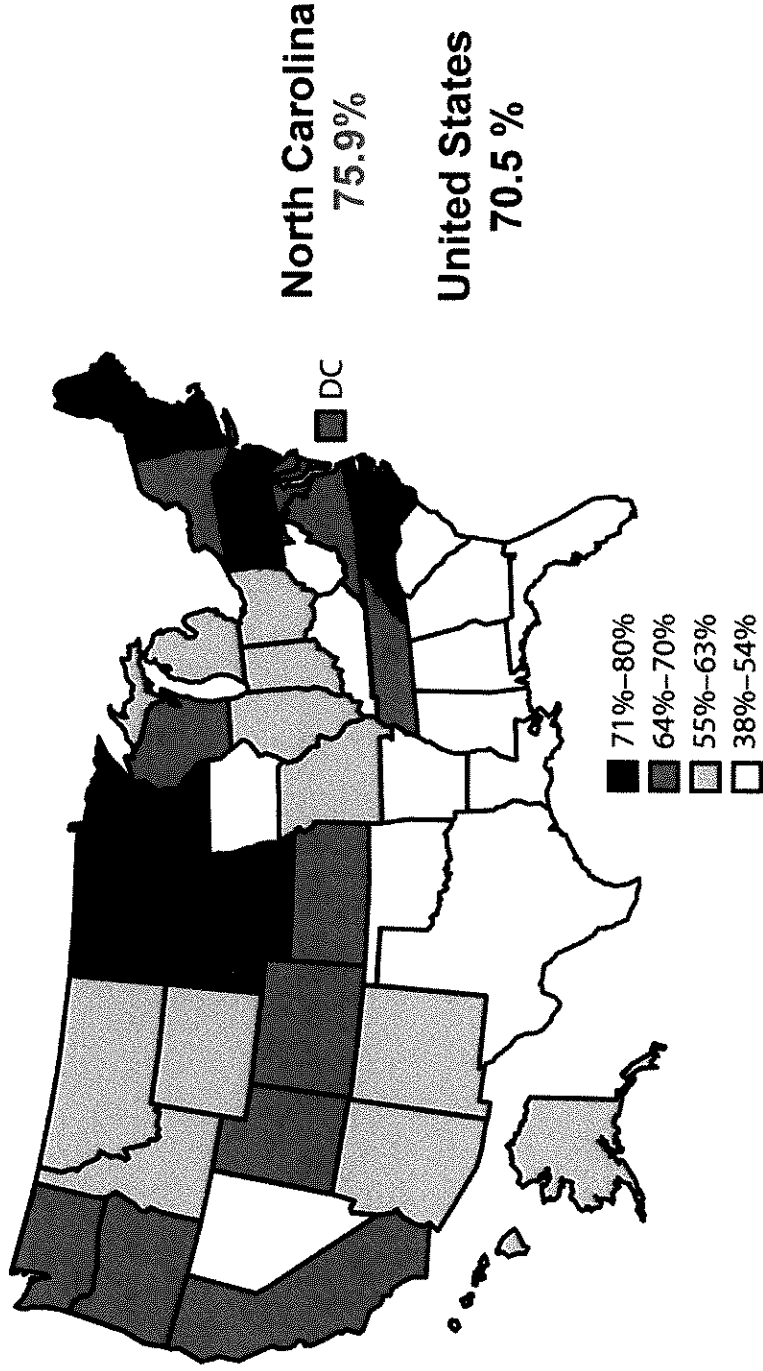
● Mammography screening

(% female Medicare enrollees ages 65-74 receiving annual mammogram)



Vaccination Coverage Among Children

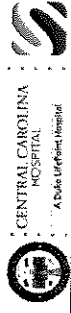
Combined 7 Series Vaccination Coverage by Age 24 Months among Children Born in 2017-2018, National Immunization Survey-Child (NIS-Child), 2018-2020



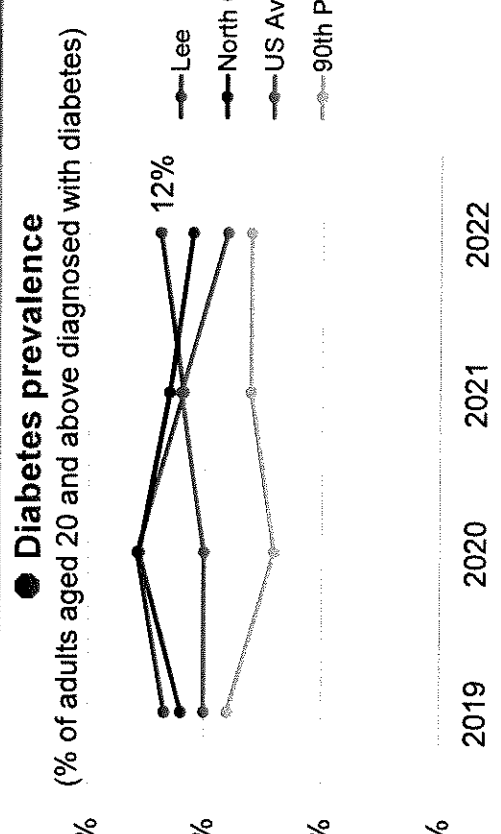
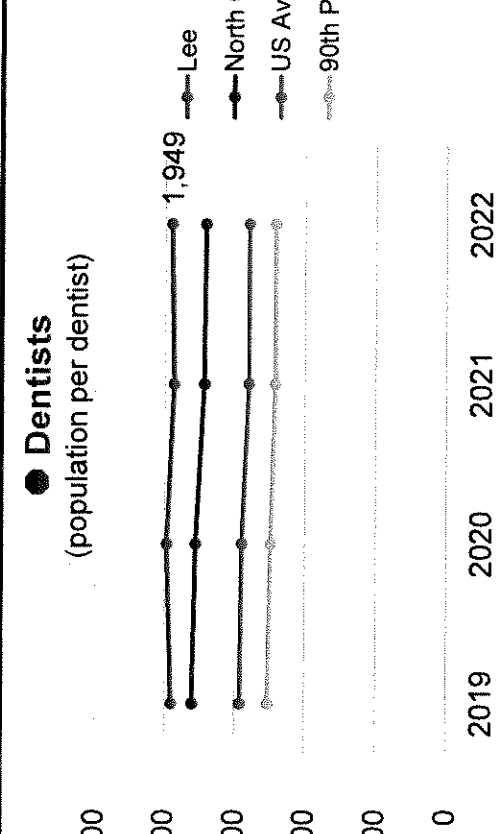
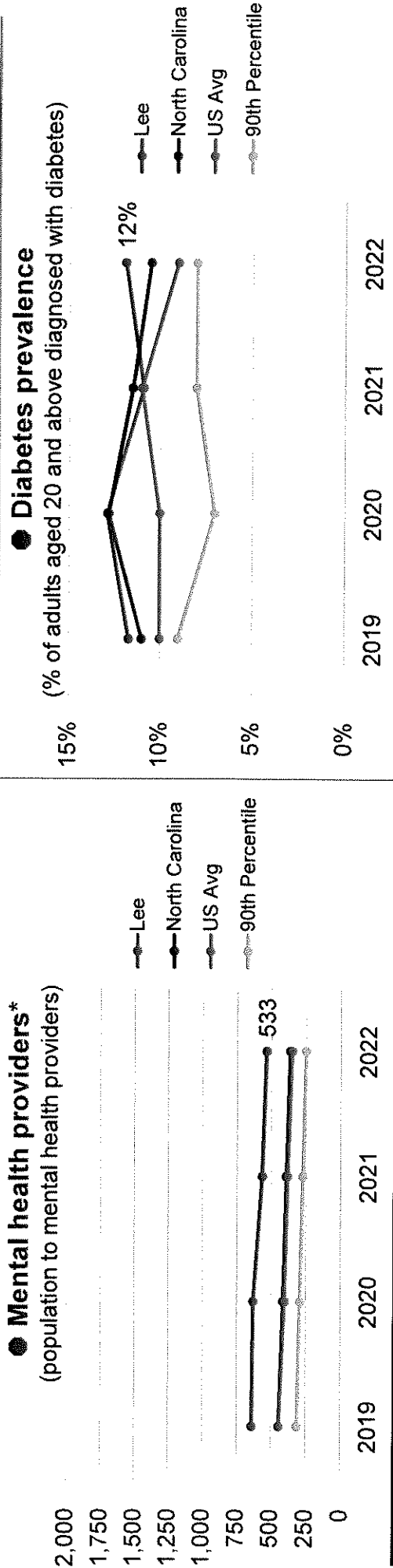
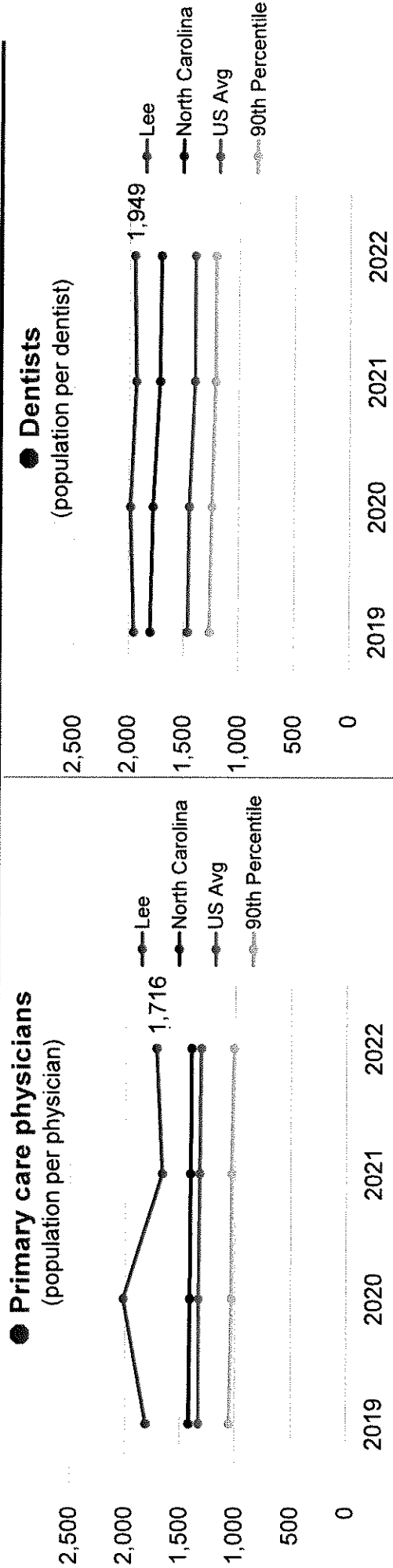
62% of the total residents of Lee County are fully vaccinated for COVID-19.
 NC = 67%
 US = 70%
 10/5/2022

Combined 7 vaccine series (4:3:1:3*:3:1): 4 or more doses of DTaP, 3 or more doses of Polio, 1 or more doses of MMR, Hib full series (3 or 4 doses, depending on product type received), 3 or more doses of HepB, 1 or more doses of Varicella, and 4 or more doses of PCV (In 2013 data, referred to as 4:3:1:4:3:1:4:FS)

Clinical Care



CENTRAL CAROLINA HOSPITAL
A Duke University Hospital



*Mental health providers include psychiatrists, psychologists, licensed clinical social workers, counselors, and advanced practice nurses specializing in mental health care.

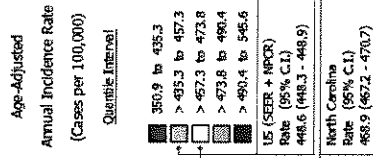
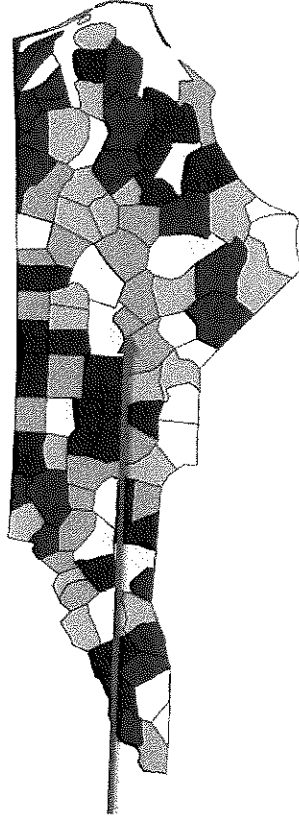
Cancer Incidence Rates for North Carolina Counties

Incidence Rates¹ for North Carolina by County
All Cancer Sites, 2014 - 2018
All Races (Includes Hispanic), Both Sexes, All Ages

US
448.6

North Carolina
468.9

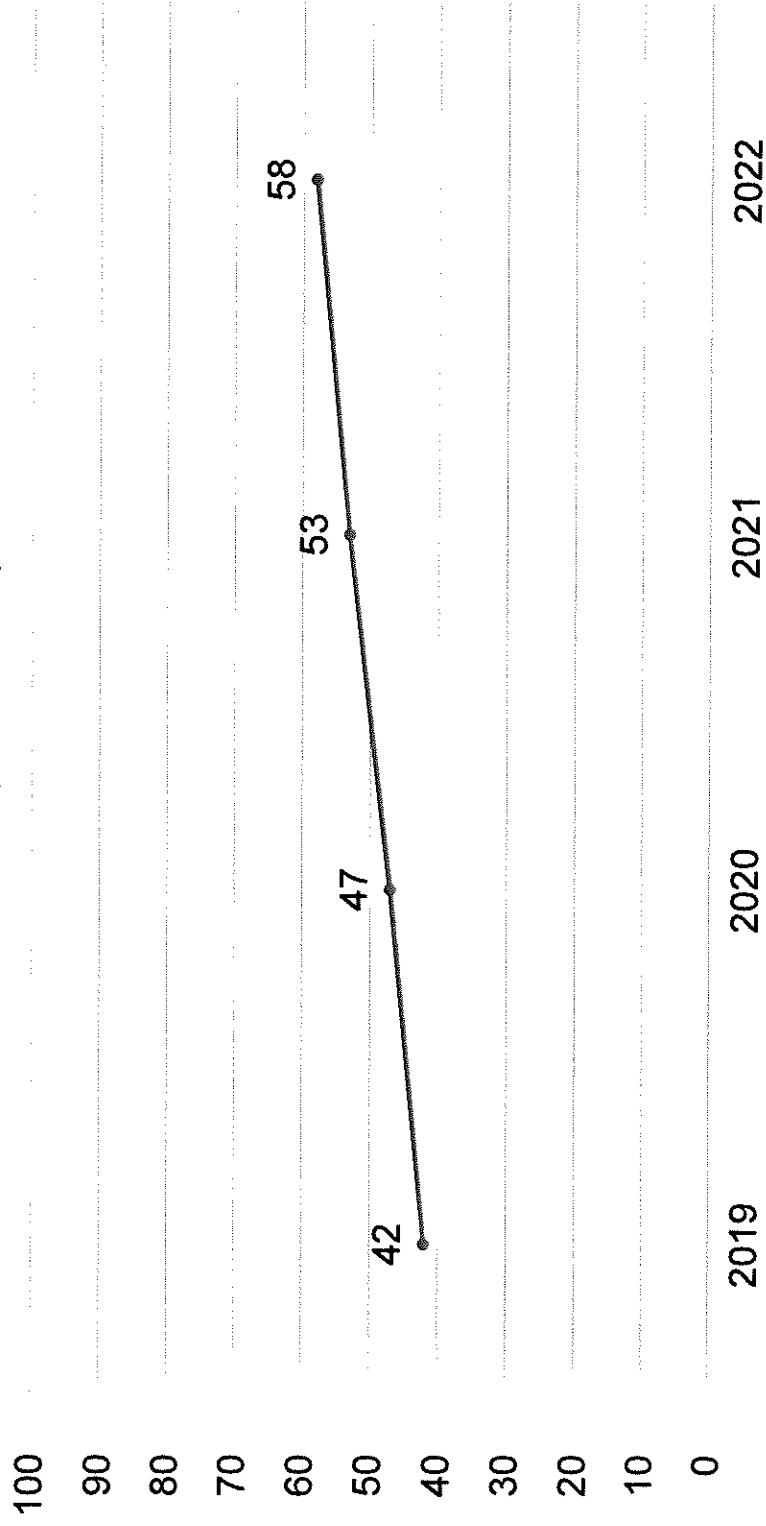
Lee County
482.3



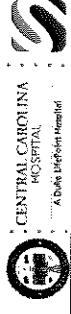
Notes:
 1. The Cancer Registries may provide more current or more local data.
 2. Rates for Puerto Rico are not included in this report.
 3. Incidence rates (Cases per 100,000) may differ from statistics reported by the State Cancer Registries (for more information) to the 100 US States and the District of Columbia (19 age groups: <1, 1-4, 5-9, ..., 80-84, 85+). Rates are for invasive cancer only (except bladder which is invasive and in situ) or unless otherwise specified, for all cancer sites. Population counts for denominators are based on Census populations as modified by ICI.
 4. The 1969-2018 US Population Data File is used for SEER and NPCR incidence rates.
 5. Rates are computed using cancers classified as malignant based on ICD-O-3. For more information, see [malignant.html](#).
 6. Data for the United States does not include data from Puerto Rico.

Social & Economic Factors Rank

Social and Economic Factors Ranking (lower is better)

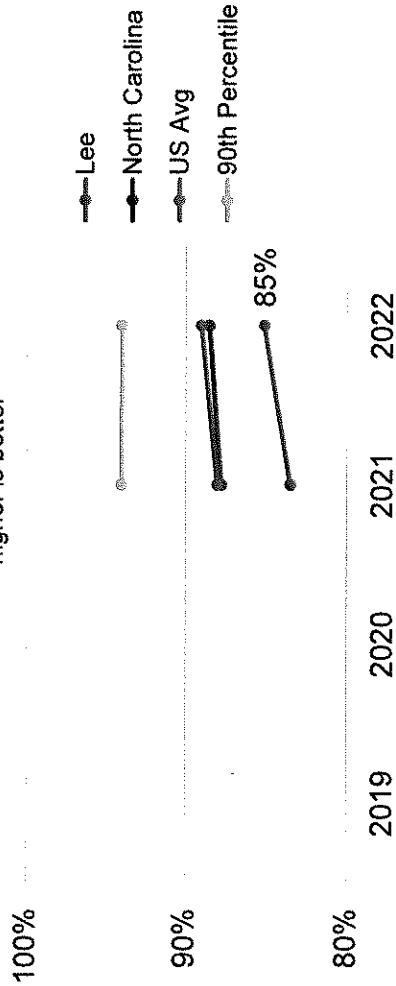


Social & Economic Factors



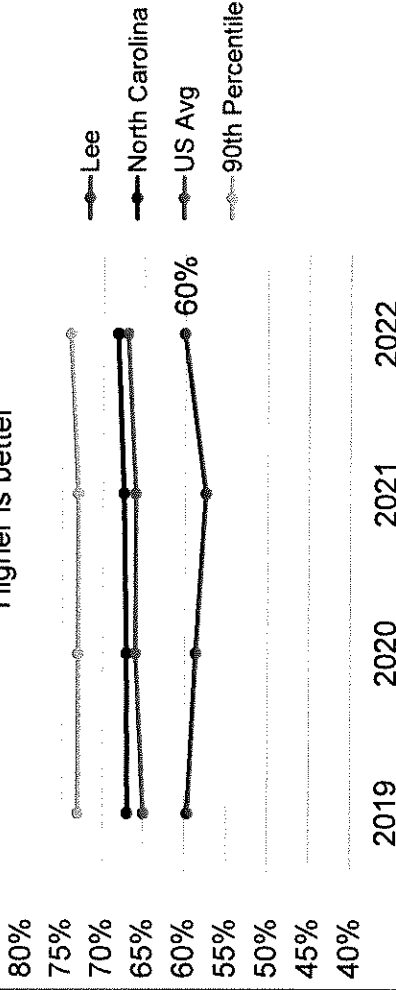
● High school completion

(% of adults ages 25 and over with a high school diploma or equivalent)
higher is better



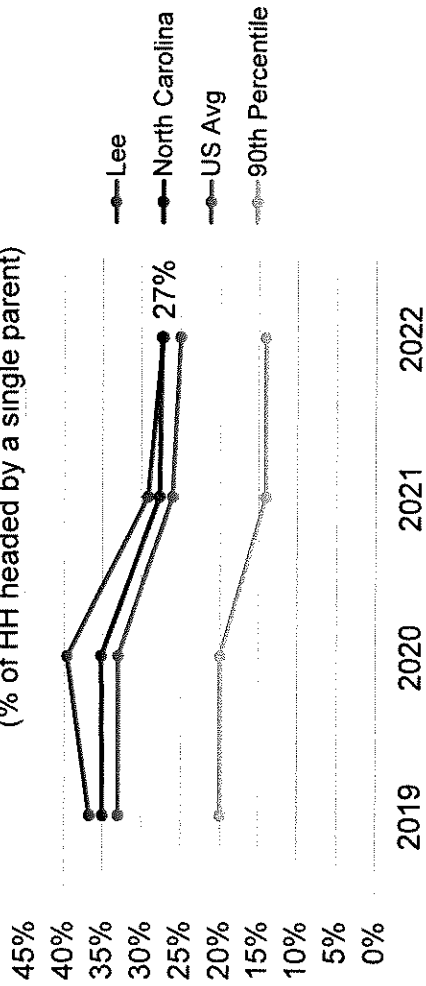
● Some college

(% of adults 35-44 with some postsecondary ed)
Higher is better



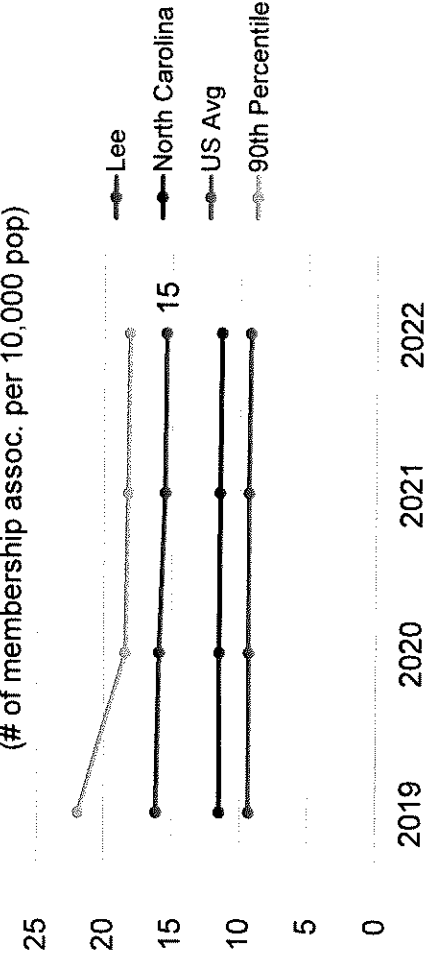
★ Children in single-parent households

(% of HH headed by a single parent)

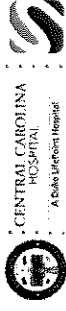


★ Social associations

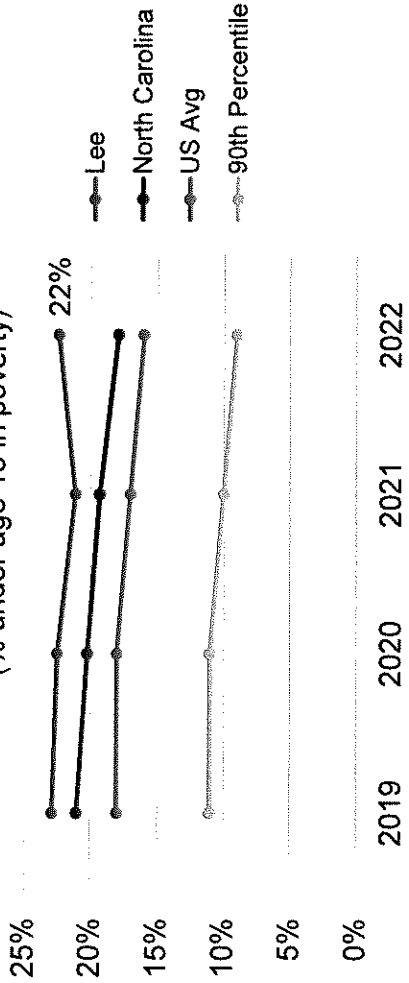
(# of membership assoc. per 10,000 pop)



Social & Economic Factors



Children in poverty
(% under age 18 in poverty)

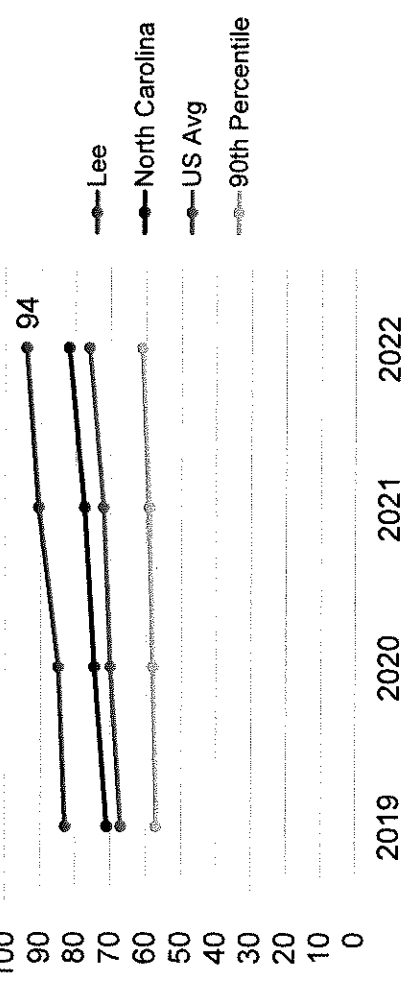


Lee County
2022

American Indian & Alaska Native	NR
Asian	NR
Black	40%
Hispanic	29%
White	14%

63% of children are eligible for free or reduced-price lunches 2020-2021, compared to 58% for NC

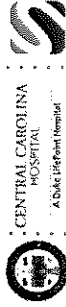
Injury deaths
(Injury mortality per 100,000)



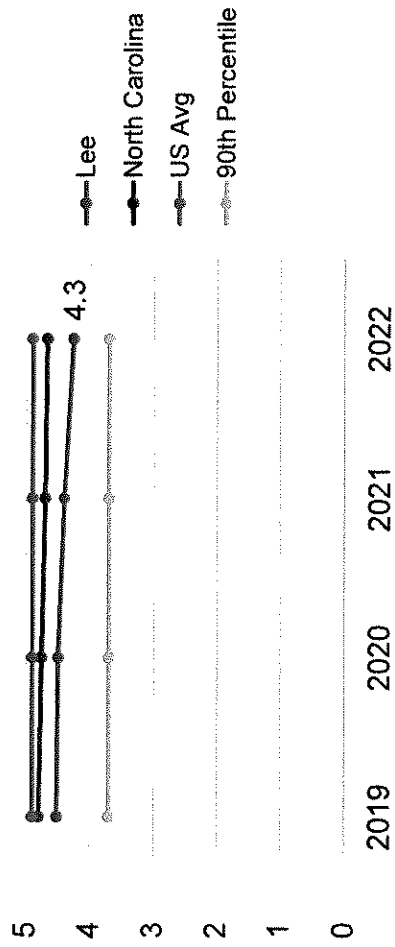
Lee County
2022

American Indian & Alaska Native	NR
Asian	NR
Black	119
Hispanic	39
White	105

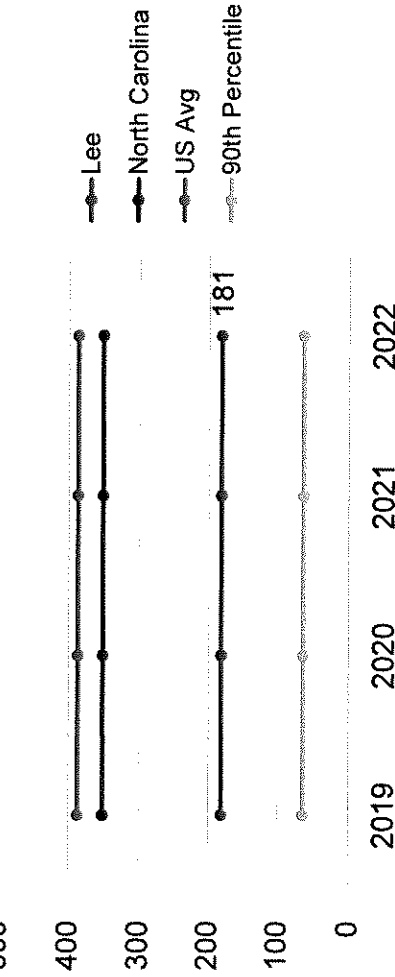
Social & Economic Factors



★ Income inequality
(ratio of HH income at the 80th percentile to income at the 20th percentile)



★ Violent crime rate
(violent crime per 100,000 pop)



Crime Rates

(crime per 100,000 pop)

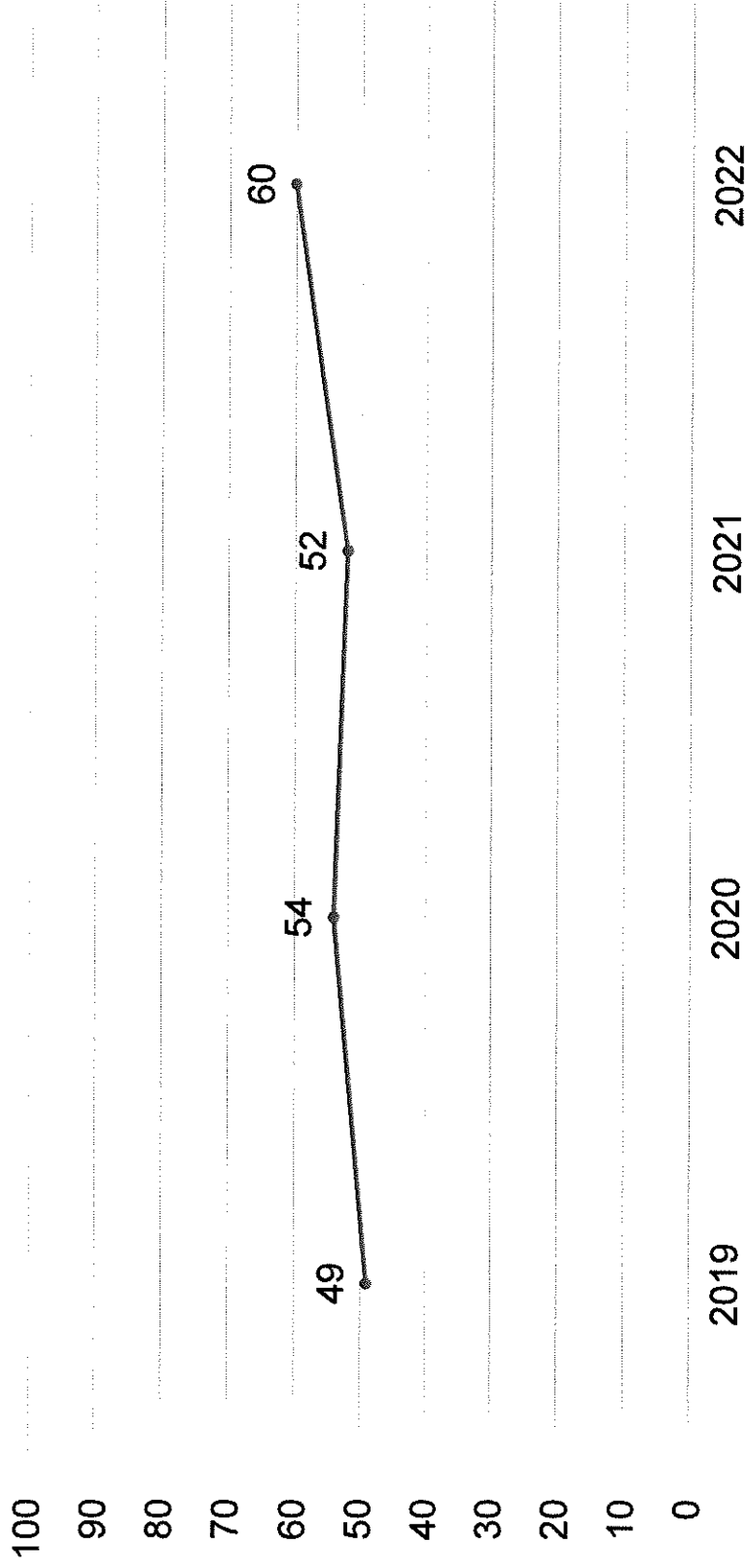
The Crime Index includes the total number of murders, rapes, robberies, aggravated assaults, burglaries, larcenies, and motor vehicle thefts.

2021	Index Crime Rate	Violent Crime Rate	Property Crime Rate
NC	2,586	430	2,324
Lee County	1,631	156	2,156

Crime Index offences decreased 4.5% from 2019 to 2020 and 5.6% from 2020 to 2021.

Physical Environment Rank

Physical Environment Rank (lower is better)



Physical Environment



★ Drinking water violations

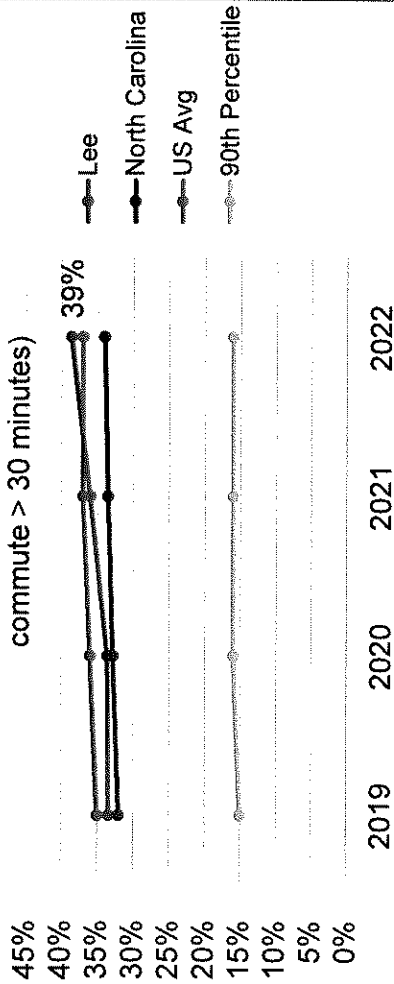
2020	2021	2022
No	No	No

Lee County

Source: EPA Safe Drinking Water Information System.

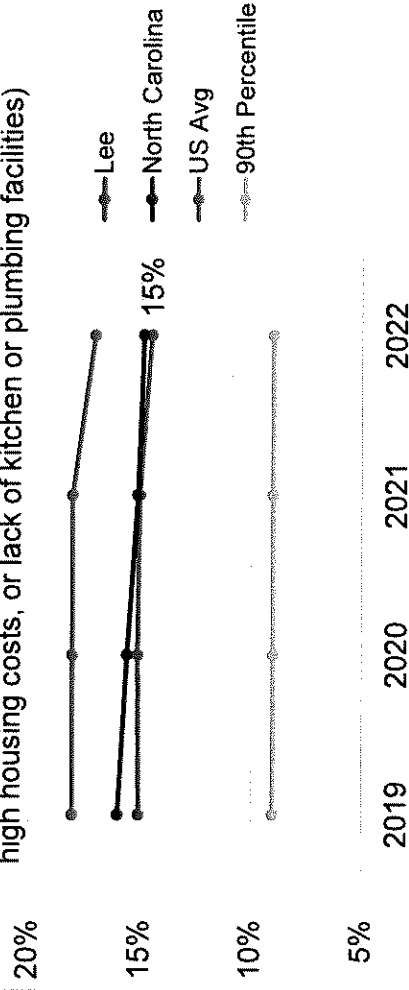
● Long commute- driving alone

(among workers who commute alone, the % that commute > 30 minutes)



★ Severe housing problems

(% of hh with at least 1 of 4 housing problems: overcrowding, high housing costs, or lack of kitchen or plumbing facilities)

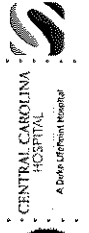


● Broadband access

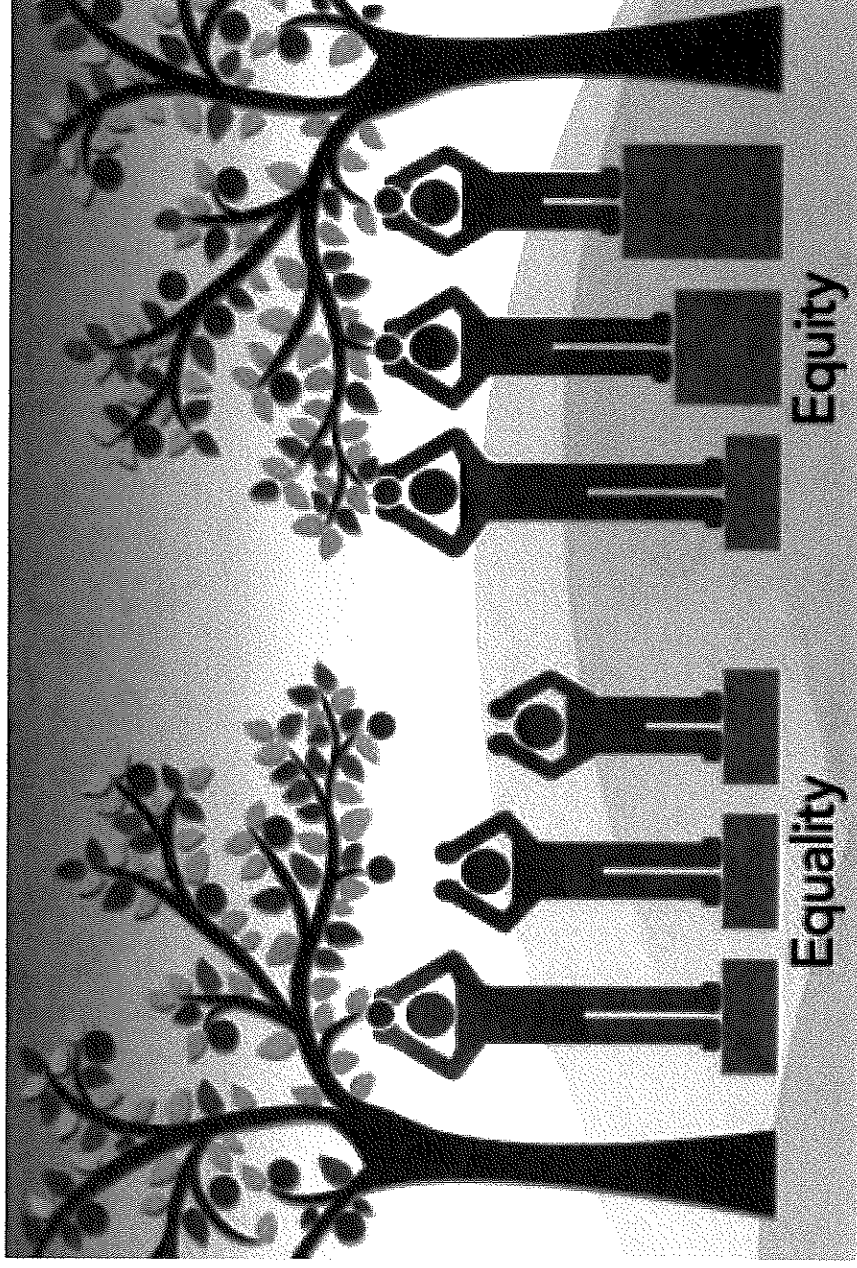
(% of households with broadband internet connection)

Lee County	2022
Lee County	75%
North Carolina	83%
US Avg	85%
90th Percentile	88%

Health Equality and Health Equity



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Creating a Culture of Health



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The Sanford

Sunday, October 26, 2025

Lee County Ranks #1 for Health

The rankings for the 2025 County Health Ref were released yesterday with Lee County ranking #1 in the state of North Carolina. Nationally, Lee County has made tremendous progress in creating a sense of health for the community. Central Carolina Hospital, working with community leaders, the County Health Dept, not-for-profits, business and industry, government representatives and citizens, has significantly changed the health status of the community. The rates of obesity, diabetes, binge and smoking have declined dramatically, and the community is



*“If there is hope in the future,
there is power in the present.”*

– John Maxwell

Significant Community Health Issues: Identified Issues

2019 CHNA	Secondary Data	Focus Groups	Survey
<ul style="list-style-type: none"> • Obesity • Fitness/Nutrition • Mental Health – including Alcohol and Substance Misuse 	<ul style="list-style-type: none"> • Adult smoking • Adult obesity • Uninsured • Preventable hospital stays • High school completion • Higher cancer incidence • Lower COVID-19 vaccination rates 	<ul style="list-style-type: none"> • Diabetes • Mental health • Substance use disorder • STD/Is • Access to Medicare resources • Unhoused population and affordable housing • Transportation • Better nutrition • Teen pregnancy • Affordable childcare • Internet – changing behavior and attitudes • Gun violence 	<ul style="list-style-type: none"> • Low Income/poverty • Unhoused • Mental health – depression, anxiety, stress • Diabetes • Obesity - healthy eating, active living • Dementia/Alzheimer's • Cancer and prevention • Heart disease • High blood pressure • High cholesterol • Dental care • Lack of health insurance • Cost of care

Exercise prioritizing significant health needs

- Please write down the community's top three significant health needs from your own personal perspective, but in context to the whole community on the sticky notes provided. One concern per sticky note.
- Once you have written down your Top 3, please come up and stick them on the white paper on the wall.

Criteria for prioritization:

- Magnitude – how big is the problem?
- Seriousness of consequences – what would happen if the issue were not made a priority?
- Equity – is this problem worse for a segment of the population?
- Feasibility – is the problem preventable?



10 Minute Break

2022 Top Health Issues



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1. Mental health – 9 post-its
2. Healthy eating/Active living – 7 post-its
3. Tie substance use disorder and social determinants of health (housing, transportation, safety, education) – 6 post-its
4. Access to care – 5 post-its
5. Youth development and activity – 3 post-its

Exercise 2

- You will be working with your table.
- On your table is a worksheet. We need three volunteers:
 - Scribe – official record keeper
 - Reporter – will report the group's discussion
 - Facilitator – keep the group on track and on time
- Complete the worksheet – 2 goals and 2 actions for each goal with resources and collaborators needed.

Exercise 2 - Brainstorming

Significant Community Health Issue:

Please list your top 2 community health goals relative to your topic. Please make these goals SMART (Specific, Measurable, Attainable, Realistic, Time-bound)

1. _____

2. _____

Create a Community Action Plan for your 2 Goals with suggested resources needed:

Goal 1 (from above)

Resources/Collaborators Needed:

Action 1:

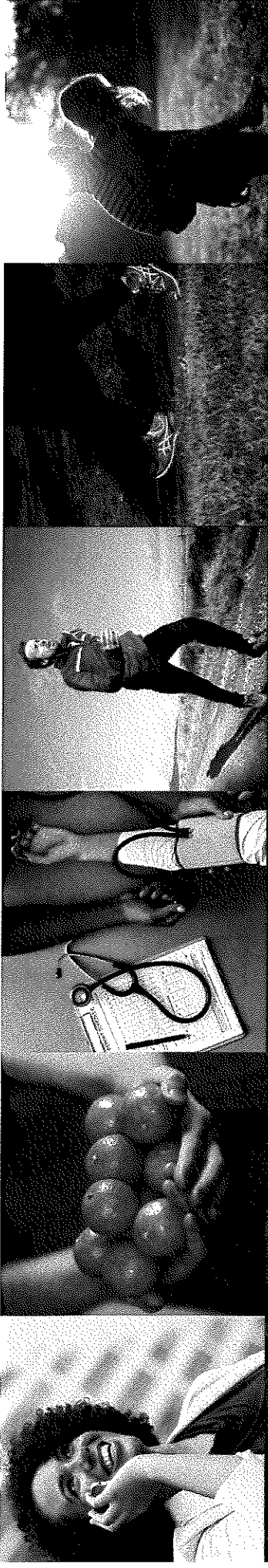
Action 2:

Goal 2 (from above)

Resources/Collaborators Needed:

Action 1:

Action 2:



Thank You!

Next Steps:

- *Implementation Plan*
- *Community Health Report*

Appendix

Additional Data

Original Source and Year

Focus Area	Measure	Source	Year(s)
HEALTH OUTCOMES			
Length of Life	Premature death*	National Center for Health Statistics - Mortality Files	2018-2020
	Poor or fair health†	Behavioral Risk Factor Surveillance System	2019
	Poor physical health days‡	Behavioral Risk Factor Surveillance System	2019
	Poor mental health days‡	Behavioral Risk Factor Surveillance System	2019
Quality of Life	Low birthweight*	National Center for Health Statistics - Natality files	2014-2020
	HEALTH FACTORS		
	HEALTH BEHAVIORS		
	Tobacco Use	Adult smoking‡	Behavioral Risk Factor Surveillance System
Diet and Exercise	Adult obesity‡	Behavioral Risk Factor Surveillance System	2019
	Food environment index	USDA Food Environment Atlas, Map the Meal Gap, from Feeding	2019
	Physical inactivity‡	Behavioral Risk Factor Surveillance System	2019
Alcohol and Drug	Access to exercise opportunities	Business Analyst, ESRI, YMCA & US Census Tigerline Files	2010 & 2021
	Excessive drinking‡	Behavioral Risk Factor Surveillance System	2019
Sexual Activity	Alcohol-impaired driving deaths	Fatalty Analysis Reporting System	2016-2020
	Sexually transmitted infections	National Center for HIV/AIDS, Viral Hepatitis, STD, and TB	2019
CLINICAL CARE	Teen births*	National Center for Health Statistics - Natality files	2014-2020
	ACCESS TO CARE		
Access to Care	Uninsured	Small Area Health Insurance Estimates	2019
	Primary care physicians	Area Health Resource File/American Medical Association	2019
	Dentists	Area Health Resource File/National Provider Identification file	2020
	Mental health providers	CMS, National Provider Identification	2021
Quality of Care	Preventable hospital stays*	Mapping Medicare Disparities Tool	2019
	Mammography screening*	Mapping Medicare Disparities Tool	2019
	Flu vaccinations*	Mapping Medicare Disparities Tool	2019
	SOCIAL & ECONOMIC FACTORS		
Education	High school completion	American Community Survey, 5-year estimates	2016-2020
	Some college	American Community Survey, 5-year estimates	2016-2020
Employment	Unemployment	Bureau of Labor Statistics	2020
	Children in poverty*	Small Area Income and Poverty Estimates	2020
Income	Income inequality	American Community Survey, 5-year estimates	2016-2020
	Children in single-parent households	American Community Survey, 5-year estimates	2016-2020
Family and Social	Social associations	County Business Patterns	2019
	Violent crime	Uniform Crime Reporting - FBI	2014 & 2016
Community Safety	Injury deaths*	National Center for Health Statistics - Mortality Files	2016-2020
	PHYSICAL ENVIRONMENT		
Air and Water	Air pollution - particulate matter	Environmental Public Health Tracking Network	2018
	Drinking water violations†	Safe Drinking Water Information System	2020
Housing and Transit	Severe housing problems	Comprehensive Housing Affordability Strategy (CHAS) data	2014-2018
	Driving alone to work*	American Community Survey, 5-year estimates	2016-2020
	Long commute - driving alone	American Community Survey, 5-year estimates	2016-2020



Original Source and Year

Focus Area	Measure	Source	Year(s)
HEALTH OUTCOMES			
Length of Life	COVID-19 age-adjusted mortality	National Center for Health Statistics - Mortality Files	2020
	Life expectancy*	National Center for Health Statistics - Mortality Files	2018-2020
	Premature age-adjusted mortality*	National Center for Health Statistics - Mortality Files	2018-2020
	Child mortality*	National Center for Health Statistics - Mortality Files	2017-2020
Quality of Life	Infant mortality*	National Center for Health Statistics - Mortality Files	2014-2020
	Frequent physical distress†	Behavioral Risk Factor Surveillance System	2019
	Frequent mental distress†	Behavioral Risk Factor Surveillance System	2019
	Diabetes prevalence†	Behavioral Risk Factor Surveillance System	2019
HIV prevalence†	National Center for HIV/AIDS, Viral Hepatitis, STD, and TB	2019	
HEALTH FACTORS			
HEALTH BEHAVIORS			
Diet and Exercise	Food insecurity	Map the Meal Gap	2019
	Unlimited access to healthy foods	USDA Food Environment Atlas	2019
Alcohol and Drug Use	Drug overdose deaths*	National Center for Health Statistics - Mortality Files	2018-2020
	Motor vehicle crash deaths*	National Center for Health Statistics - Mortality Files	2014-2020
Other Health	Insufficient sleep†	Behavioral Risk Factor Surveillance System	2018
	Uninsured adults	Small Area Health Insurance Estimates	2019
Access to Care	Uninsured children	Small Area Health Insurance Estimates	2019
	Other primary care providers	CMS, National Provider Identification	2021
SOCIAL & ECONOMIC FACTORS			
Education	High school graduation†	EDFacts	2018-2019
	Disconnected youth	American Community Survey, 5-year estimates	2016-2020
	Reading scores*†	Stanford Education Data Archive	2018
	Math scores*†	Stanford Education Data Archive	2018
Income	School segregation	National Center for Education Statistics	2020-2021
	School funding adequacy†	School Finance Indicators Database	2019
	Gender pay gap	American Community Survey, 5-year estimates	2016-2020
	Median household income*	Small Area Income and Poverty Estimates	2020
Family and Social Support	Living wage	The Living Wage Calculator	2021
	Children eligible for free or reduced lunch	National Center for Education Statistics	2019-2020
	Residential segregation - Black/white	American Community Survey, 5-year estimates	2016-2020
	Childcare cost burden	American Community Survey, 5-year estimates	2016-2020
Community Safety	Childcare centers	The Living Wage Calculator, Small Area Income and Poverty	2021 & 2020
	Homicides*	Homeland Infrastructure Foundation-Level Data (HIFLD)	2021
	Suicides*	National Center for Health Statistics - Mortality Files	2014-2020
	Firearm fatalities*	National Center for Health Statistics - Mortality Files	2016-2020
PHYSICAL ENVIRONMENT	Juvenile arrests†	Easy Access to State and County Juvenile Court Case Counts	2015-2020
	Traffic volume	EISCREEN: Environmental Justice Screening and Mapping Tool	2019
	Homeownership	American Community Survey, 5-year estimates	2016-2020
	Severe housing cost burden	American Community Survey, 5-year estimates	2016-2020
Broadband access	American Community Survey, 5-year estimates	2016-2020	



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Esri Data Sources and Description

Database name	Source	Vintage	Description	Frequency of updates
Updated Demographics	Esri	2021/2026	Esri provides current-year updates and five-year projections of population, age by sex, race and Hispanic origin, households and families, tenure, home value, household income, household income by age of householder, per capita income, current-year employed population by occupation and industry, unemployment, current-year marital status, current-year educational attainment, current-year age by sex and race, current-year disposable income, current-year net worth, and more.	Annually
Census Data	Esri and U.S. Census Bureau	2010 & 2000	Esri provides census data for geographies not supplied by the Census Bureau including ZIP Codes, DMAs, rings, drive times, and hand-drawn areas. Esri also provides data for states, counties, tracts, block groups, places, CBSAs, congressional districts, and county subdivisions.	Decennially
American Community Survey (ACS)	U.S. Census Bureau	2015-2019	Esri provides ACS data for households by social security income, households by retirement income, poverty status, labor force, journey to work, languages spoken, and ancestry. To increase understanding of the data, Esri developed a system of reliability symbols that indicates the accuracy of each estimate. Esri also provides the ACS data for geographies not supplied by the Census Bureau, such as ZIP Codes, rings, drive times, and hand-drawn areas.	Annually
Tapestry Segmentation	Esri	2021	Tapestry Segmentation provides an accurate, detailed description of America's neighborhoods. U.S. residential areas are divided into 67 distinctive segments based on their socioeconomic and demographic composition.	Annually

Consumer Spending on Health Care

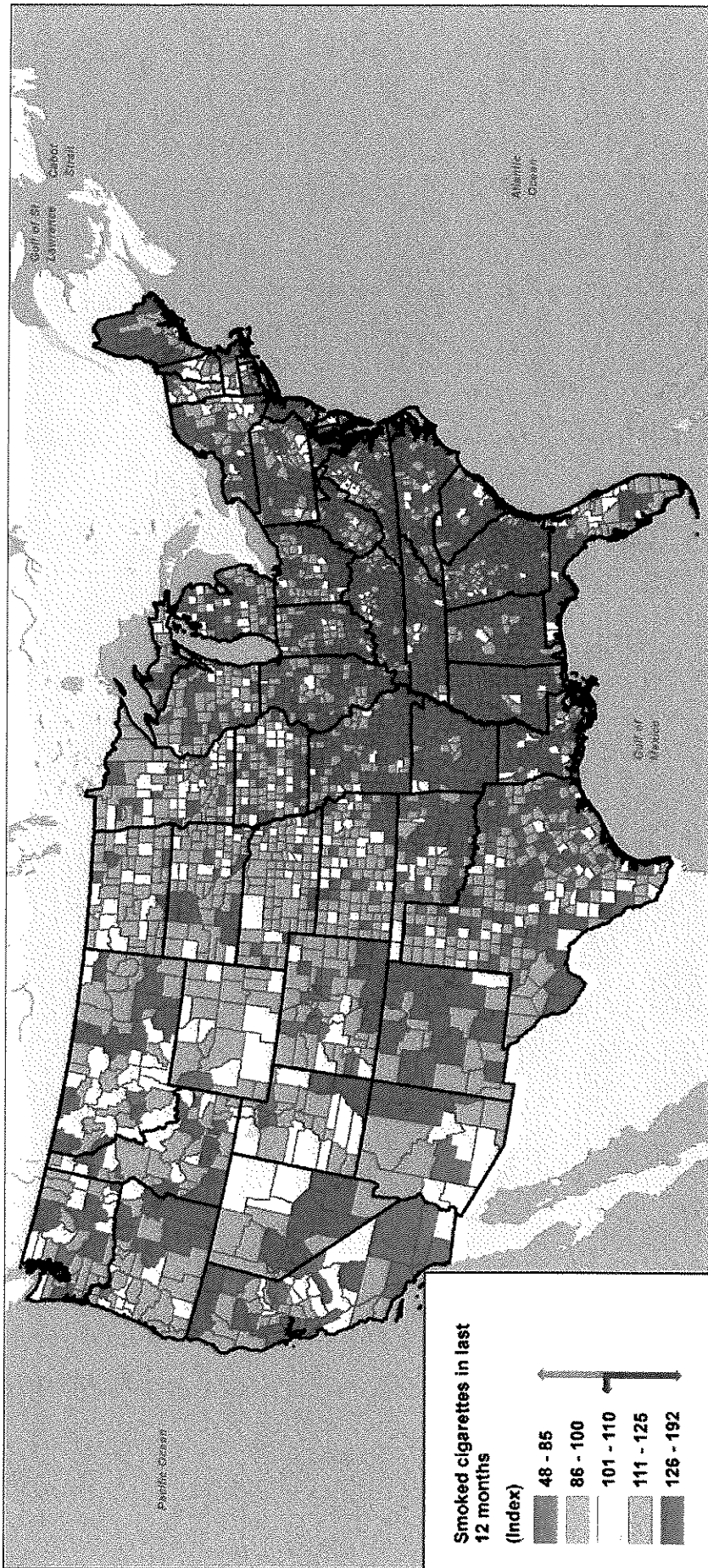


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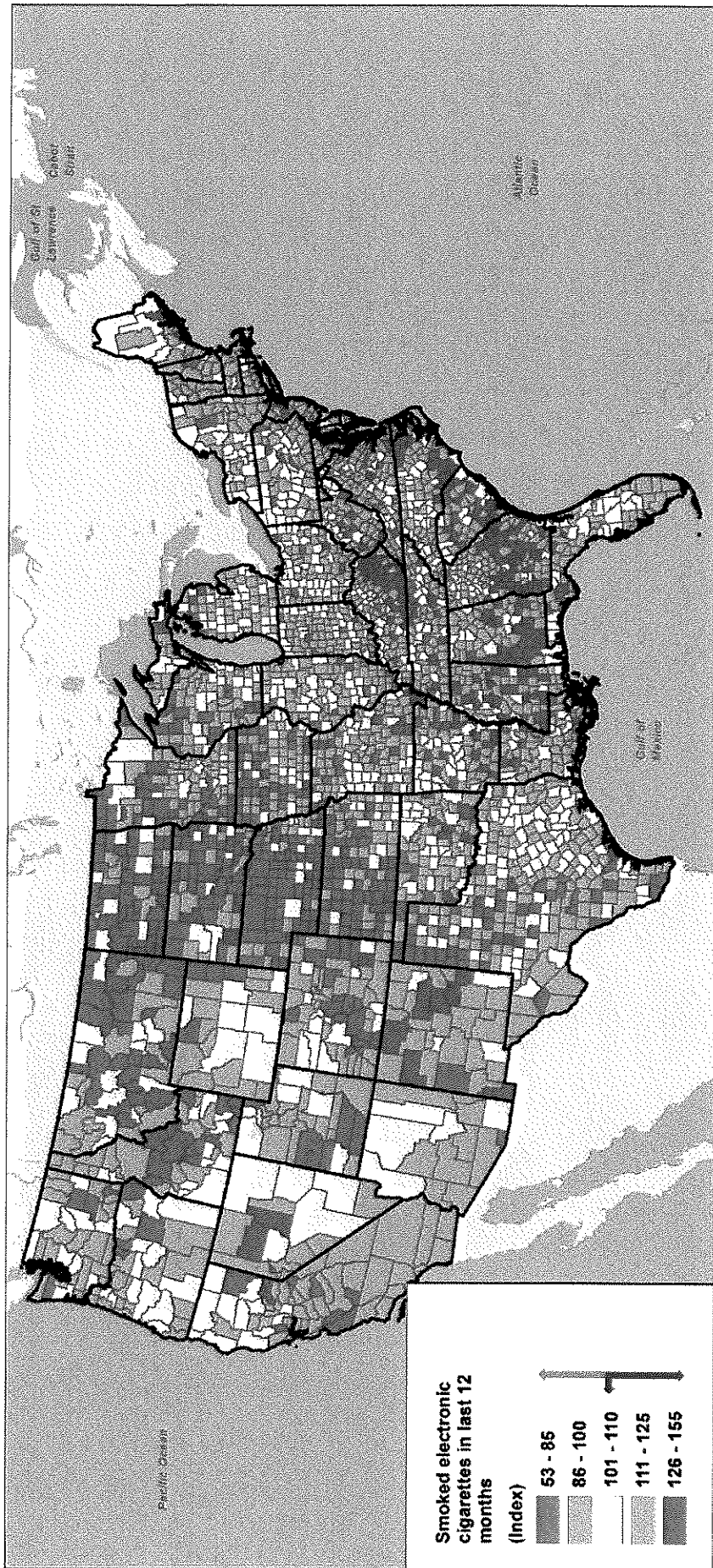
US Index is 100. Orange and Red shaded census tracts are areas that spend more out of pocket on health care than the US average. Grey, blue, and yellow colors spend less out of pocket on healthcare than the US.



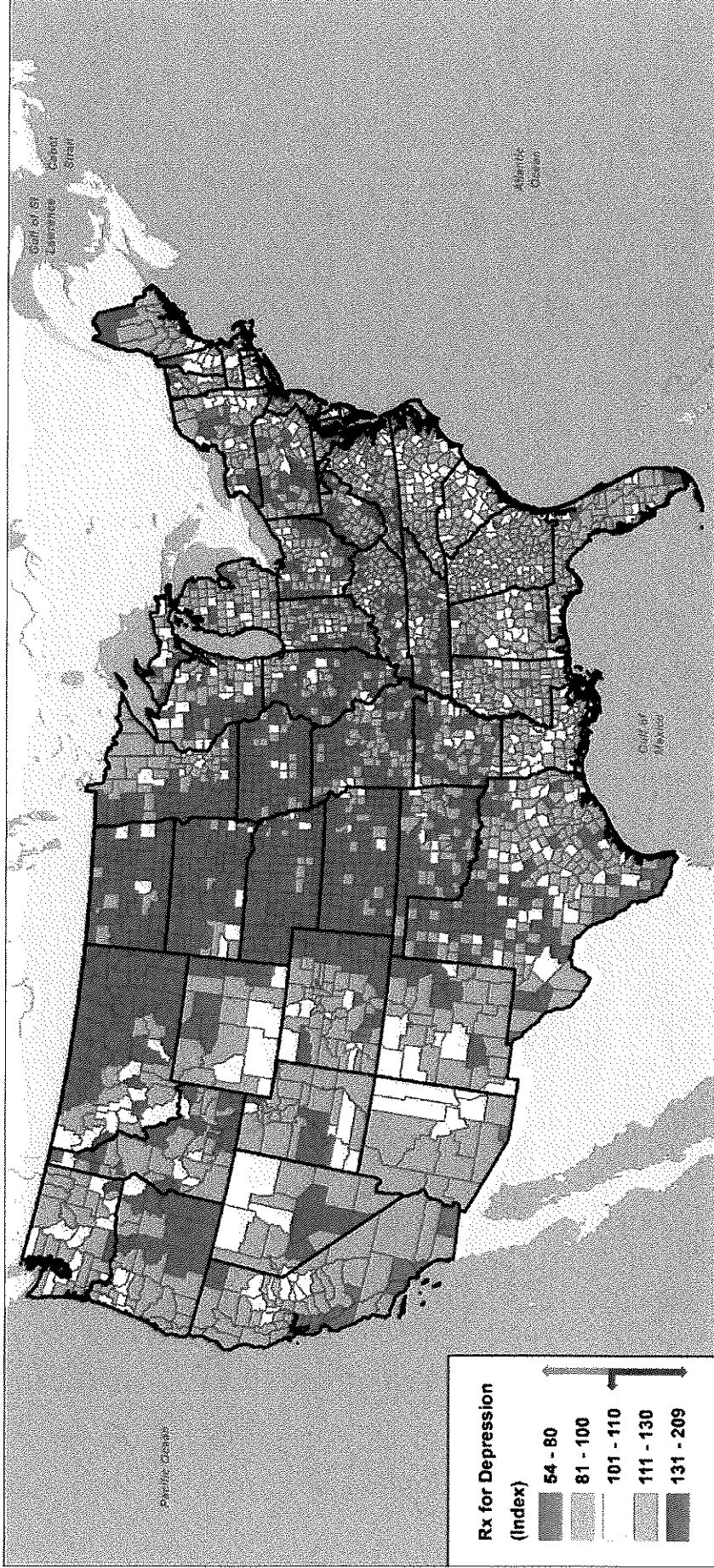
Smoked Cigarettes in Last 12 Months



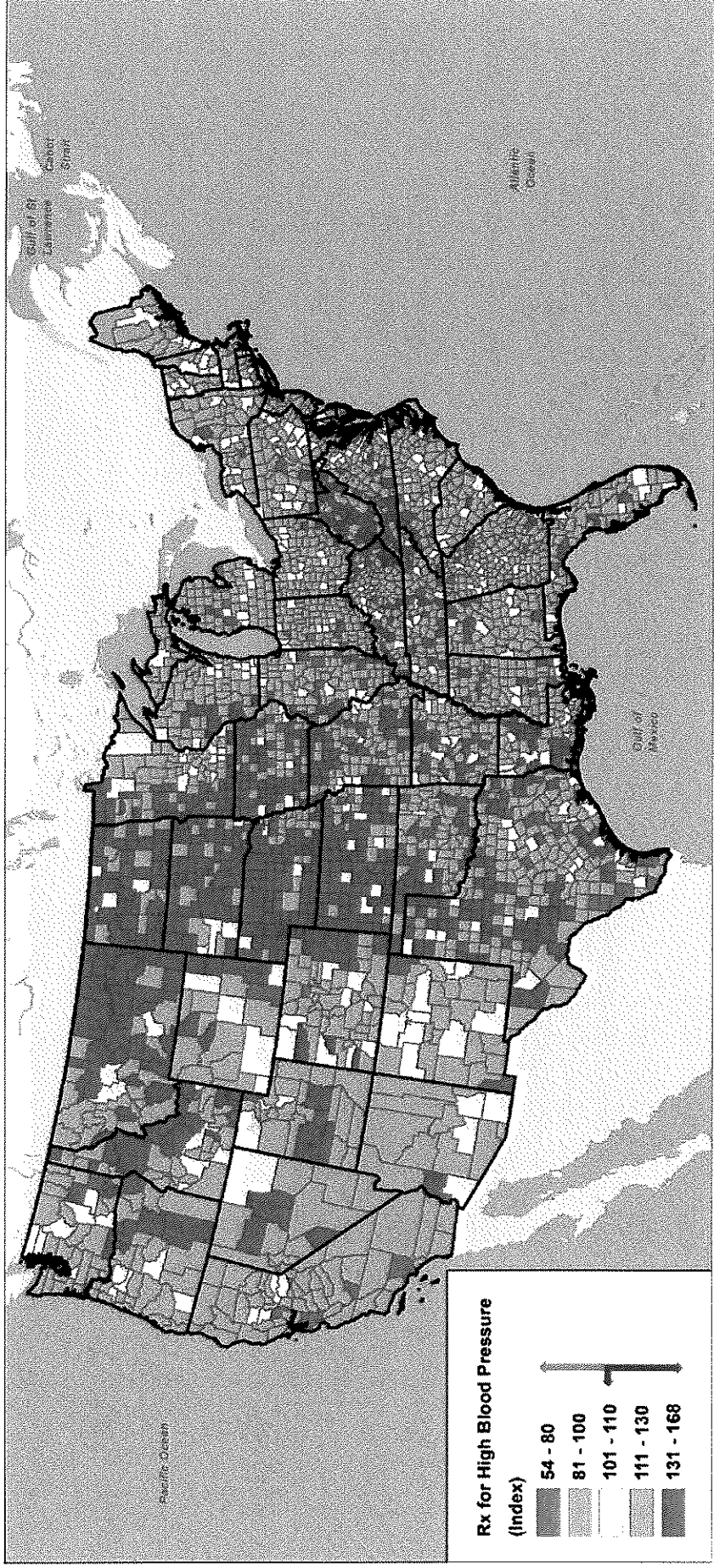
Smoked Electronic Cigarettes in the Last 12 Months



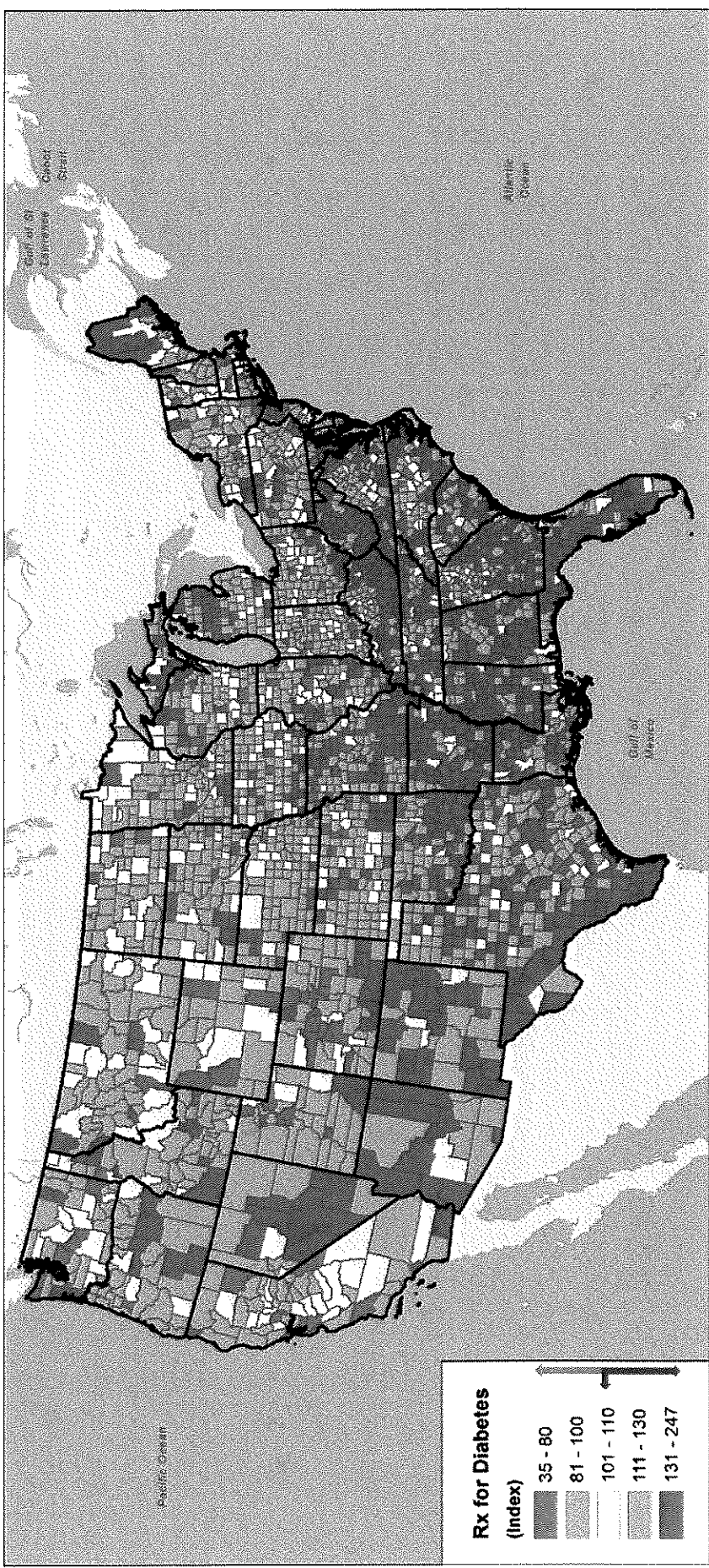
Use Prescription Drug for Depression



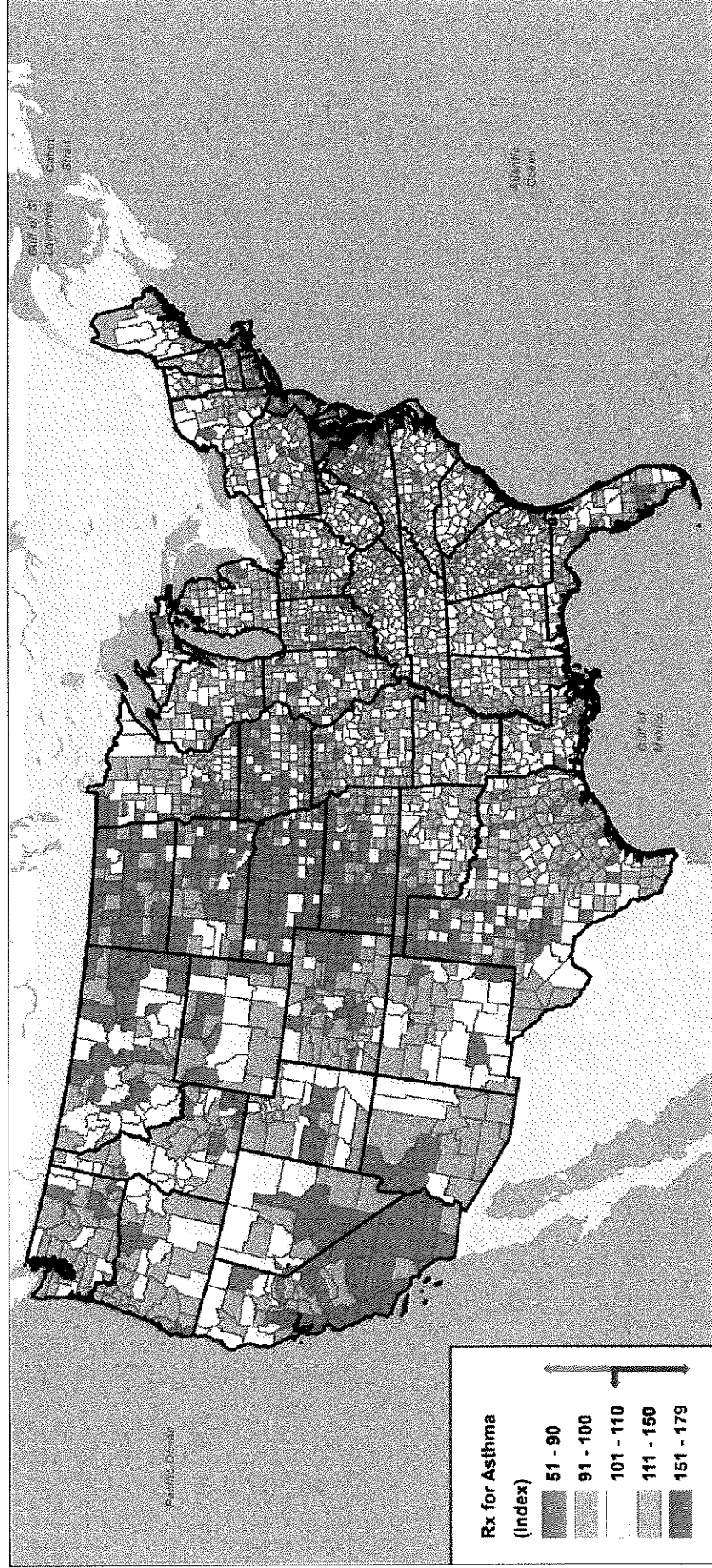
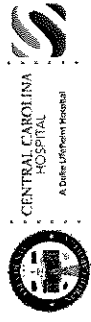
Use Prescription Drug for High Blood Pressure



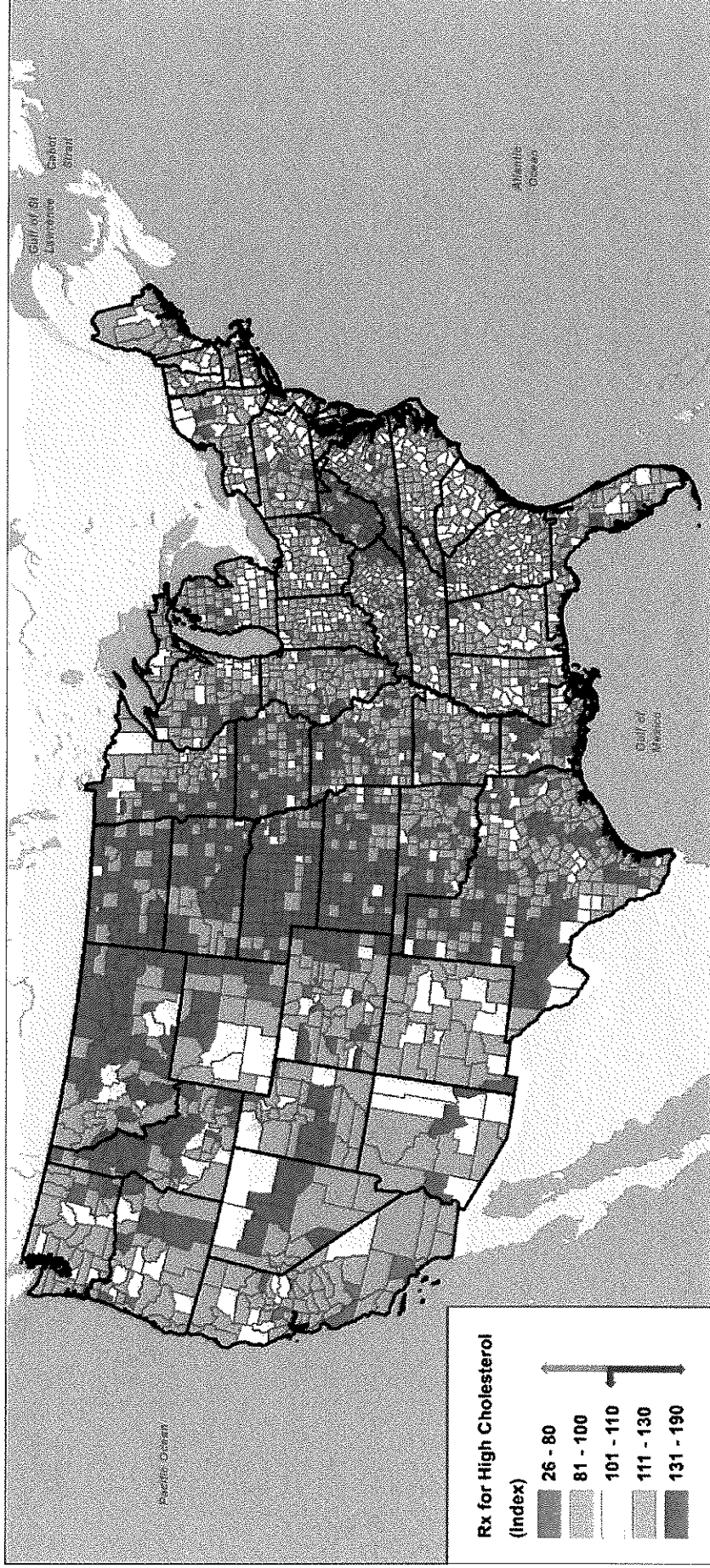
Use Prescription Drug for Diabetes (Insulin Dependent)



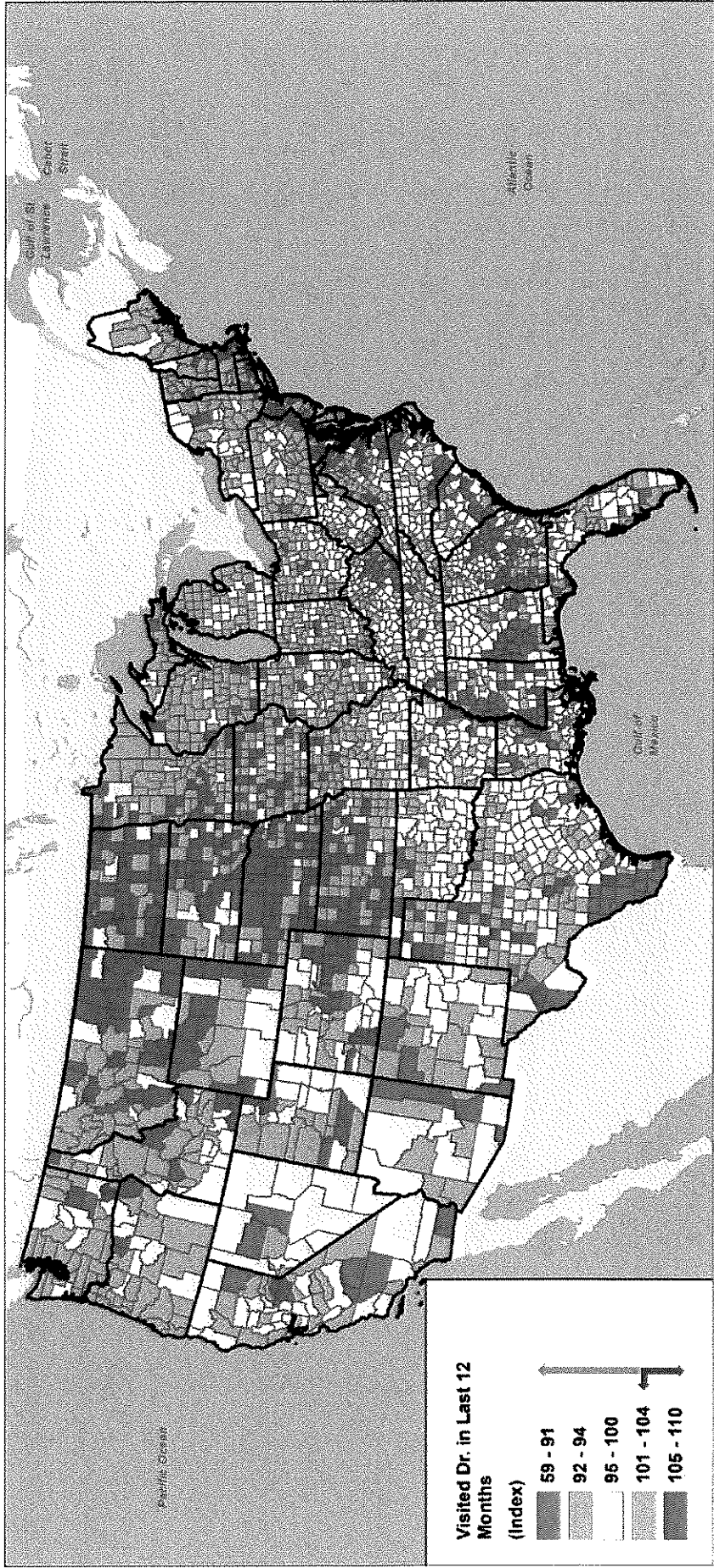
Use Prescription Drug for Asthma



Use Prescription Drug for High Cholesterol



Visited a Doctor in the Last 12 Months



KIWANIS CHILDREN'S PARK IMPACT

KIWANIS CHILDREN'S PARK

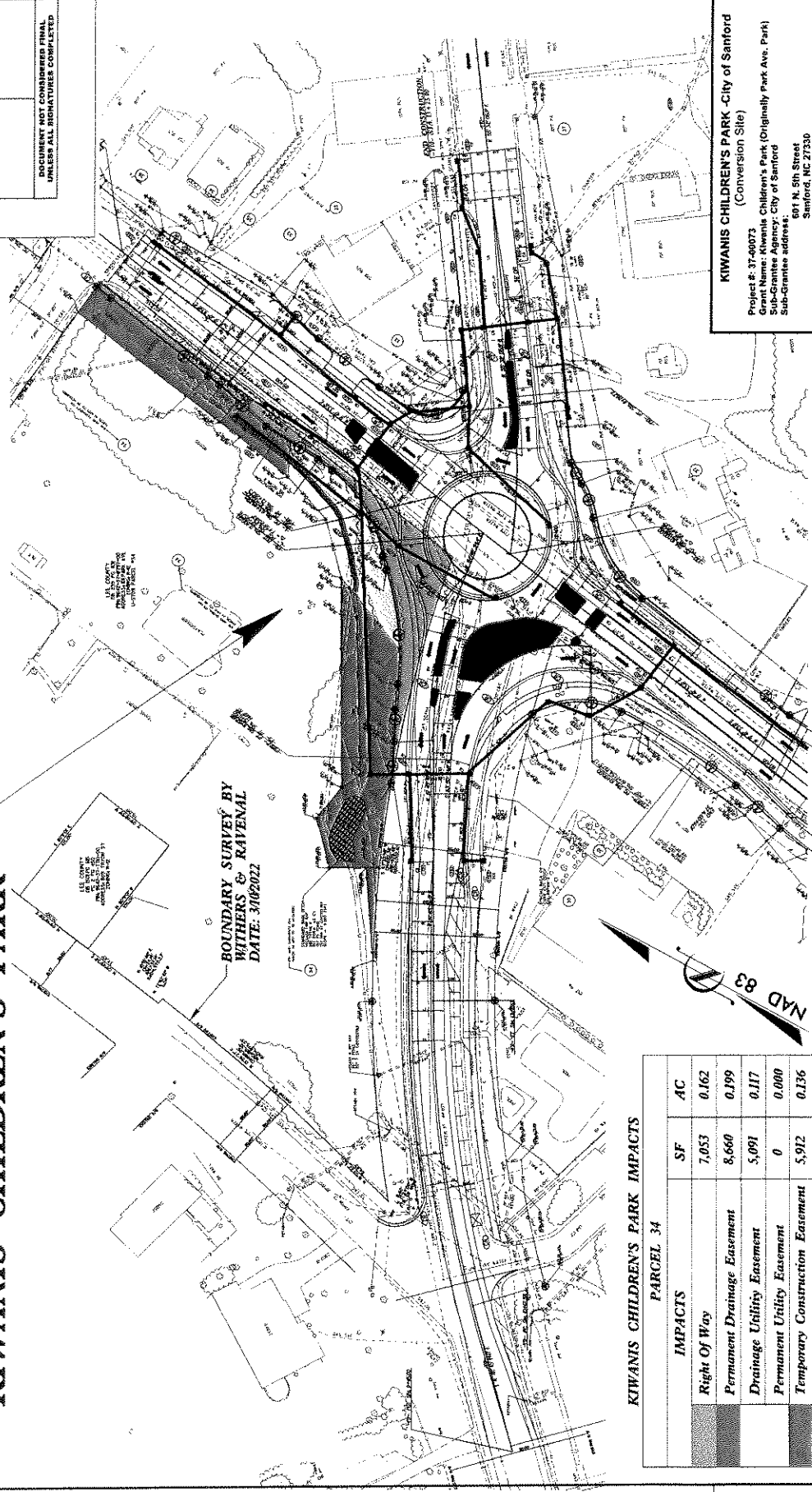
PROJECT REFERENCE NO. _____ SHEET NO. _____

HYDRAULICS
CONCRETE
DESIGN

DATE: _____

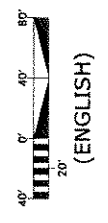
**INCOMPLETE PLANS
DO NOT USE FOR CONSTRUCTION**

DOCUMENT NOT COMPLETED FINAL
UNLESS ALL SIGNATURES COMPLETED



KIWANIS CHILDREN'S PARK IMPACTS
PARCEL 34

IMPACTS	SF	AC
Right Of Way	7,053	0.162
Permanent Drainage Easement	8,660	0.199
Drainage Utility Easement	5,091	0.117
Permanent Utility Easement	0	0.000
Temporary Construction Easement	5,912	0.136



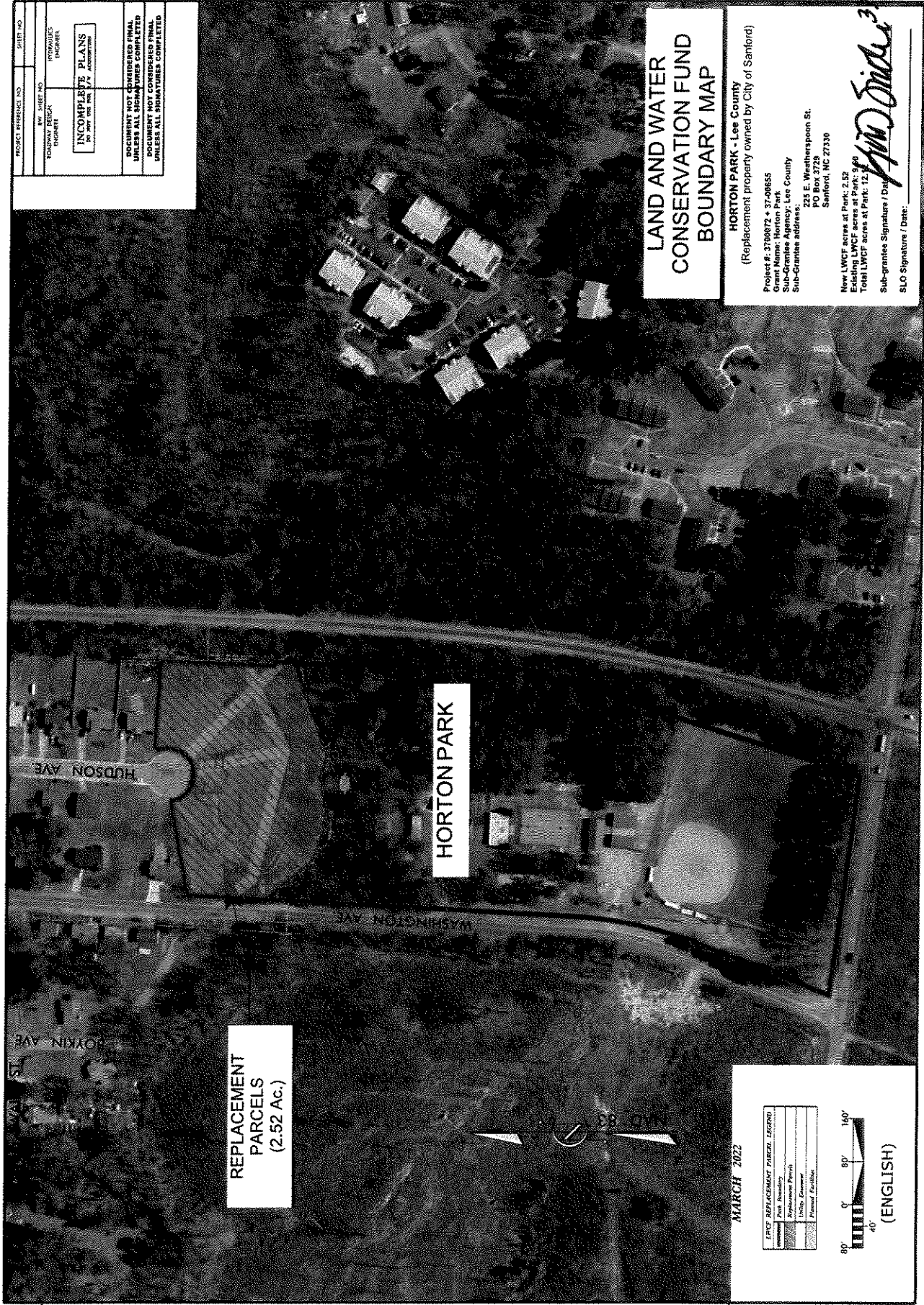
KIWANIS CHILDREN'S PARK - City of Sanford
(Conversion Site)

Project #: 17-60073
 Grant Name: Kiwanis Children's Park (Originally Park Ave. Park)
 Sub-Grantee Agency: City of Sanford
 Sub-Grantee address:
 601 N. 5th Street
 Sanford, NC 27330

New LWCF acres at Park: 4.00
 Existing LWCF acres at Park: 4.59
 Total LWCF acres at Park: 4.00

Sub-grantee Signature / Date: *[Signature]* 3/16/23
 SLO Signature / Date: _____

PROJECT APPROVED AND DATE	SHEET NO.
DATE LISTS AND ENGINEER	PROJECT NO.
ROADWAY DESIGN ENGINEER	PROFESSIONAL ENGINEER
INCOMPLETE PLANS <small>DO NOT USE FOR CONSTRUCTION</small>	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	



**LAND AND WATER
CONSERVATION FUND
BOUNDARY MAP**

HORTON PARK - Lee County
 (Replacement property owned by City of Sanford)

Project #: 376879 - 37-96655
 Grant Name: Horton Park
 Sub-Grantee Agency: Lee County
 Sub-Grantee address: 225 E. Weatherspoon St.
 PO Box 3729
 Sanford, NC 27330

Now LWCF acres at Park: 2.52
 Existing LWCF acres at Park: 9.60
 Total LWCF acres at Park: 12.12

Sub-grantee Signature / Date: *[Signature]* 3/16/23
 SLO Signature / Date: _____

**REPLACEMENT
PARCELS
(2.52 Ac.)**

HORTON PARK

HUDSON AVE

WASHINGTON AVE

BOYKIN AVE

MARCH 2022

PROJECT APPROVED AND DATE	SHEET NO.
DATE LISTS AND ENGINEER	PROJECT NO.
ROADWAY DESIGN ENGINEER	PROFESSIONAL ENGINEER
INCOMPLETE PLANS <small>DO NOT USE FOR CONSTRUCTION</small>	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED	

80' 0' 80' 140'
 40'
 (ENGLISH)

Supplemental Agreement for Additional Funds From Additional Settlements of Opioid Litigation

I. PURPOSE

The purpose of this Supplemental Agreement for Additional Funds (“SAAF”) is to direct Additional Funds from Additional Settlements of opioid litigation to the state of North Carolina and local governments in a manner consistent with the Memorandum of Agreement (“MOA”) Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation that has governed the distribution of Opioid Settlement Funds to the State and its Local Governments since May 2022.

This SAAF does not change the scope or meaning of the MOA with respect to Opioid Settlement Funds governed by the MOA. Instead, this SAAF applies the terms of the MOA – with certain clarifications noted below – to the Additional Settlements and Additional Funds described below.

II. SCOPE

- A. Scope of the MOA. Under the terms of the MOA, the MOA governs Opioid Settlement Funds from:
 1. The National Settlement Agreement with the drug distributors Cardinal, McKesson, and AmerisourceBergen and the drug maker Johnson & Johnson and its subsidiary Janssen Pharmaceuticals; and
 2. The Bankruptcy Resolution with Mallinckrodt; any Bankruptcy Resolution with Purdue; and any other Bankruptcy Resolution as the term “Bankruptcy Resolution” is defined in the MOA.
- B. Scope of this SAAF. This SAAF governs Additional Funds from the Additional Settlements with Additional Settling Defendants Walmart, Inc., Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., and Walgreen Co., as well as their subsidiaries, affiliates, officers, and directors named in the Additional Settlements.

III. APPLICATION OF THE MOA TO ADDITIONAL SETTLEMENTS AND FUNDS

The MOA, which is incorporated herein by reference, governs Additional Settlements and Additional Funds in every respect, except as set forth hereinbelow. In the event of any conflict between the MOA and this SAAF, with respect to Additional Settlements and Additional Funds, the provisions of this SAAF shall take precedence.

A. Definitions.

1. The definitions used in the MOA are incorporated by reference into this SAAF.
2. "Additional Funds" shall mean all funds allocated by the Additional Settlements to the State or Local Governments for purposes of opioid remediation activities, as well as any repayment of those funds and any interest or investment earnings that may accrue as those funds are temporarily held before being expended on opioid remediation strategies. Not included are funds made available in Additional Settlements for the payment of the Parties' litigation expenses or the reimbursement of the United States Government.
3. "Additional Settlements" means a national opioid settlement agreement with the Parties and one or more of the Additional Settling Defendants concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.
4. "Additional Settling Defendants" means the defendants listed in section II.B of this SAAF.
5. "Local Counsel" means legal counsel and law firms who have a principal office in North Carolina and represented one or more North Carolina counties and municipalities in litigation against one or more Additional Settling Defendant concerning opioids.
6. "National Counsel" means legal counsel and law firms who have a principal office outside of North Carolina and represented various North Carolina counties and municipalities in litigation against one or more Settling Defendant or Additional Settling Defendant concerning opioids.
7. "Required Local Governments" means all North Carolina counties and municipalities that have filed litigation against any of the Settling Defendants or Additional Settling Defendants.

B. Allocation of Additional Funds

1. Method of distribution. Pursuant to any Additional Settlements, Additional Funds shall be distributed directly to the State, Local Governments, and Local Counsel for such uses as set forth in the MOA and this SAAF, provided Opioid Settlement Funds shall not be considered funds of the State, any Local Governments, or any Local Counsel unless and until such time as each distribution is made.
2. Overall allocation of funds. Additional Funds shall be allocated as follows with respect to each payment from the Additional Settling Defendants: (i) 15% directly to the State (“State Additional Abatement Fund”), (ii) 84.62% to abatement funds established by Local Governments (“Local Additional Abatement Funds”), and (iii) 0.38% to a Local Counsel Fee Fund described in section IV of this SAAF.
3. The allocation of Local Additional Abatement Funds between Local Governments shall be as described in MOA section B.3. However, to the extent required by the terms of an Additional Settlement, the proportions set forth in MOA Exhibit G shall be adjusted: (i) to provide no payment from an Additional Settlement to any listed county or municipality that does not participate in the Additional Settlement; and (ii) to provide a reduced payment from an Additional Settlement to any listed county or municipality that signs onto the Additional Settlement after the deadline specified by the Additional Settlement.
4. Municipal allocations of Local Additional Abatement Funds shall be as described in MOA section B.4. Consistent with the manner in which MOA section B.4.b has been interpreted by the parties to the MOA with respect to Opioid Settlement Funds, a municipality that directs Local Additional Abatement Funds to the county or counties in which it is located pursuant to MOA section B.4 shall be relieved of any reporting or other obligations under the MOA with respect to the redirected funds.
5. The use of Additional Funds for opioid remediation activities shall be as described in MOA section B.5.
6. All Parties acknowledge and agree the Additional Settlements will require a Local Government to release all its claims against the Additional Settling Defendants to receive Additional Funds. All Parties further acknowledge and agree based on the terms of the Additional Settlements, a Local Government may receive funds through this SAAF only after complying with all requirements set forth in the Additional Agreements to release its claims.

C. Payment of Litigating and Non-Litigating Parties

No party engaged in litigating the MDL Matter shall receive a smaller payment than a similarly situated non-litigating Party, other than as based on the Allocation Proportions in MOA Exhibit G.

D. Special Revenue Fund

Every Local Government receiving Additional Funds shall either (1) deposit the Additional Funds in the special revenue fund that the Local Government created for Opioid Settlement Funds pursuant to MOA section D.1 or (2) create a separate special revenue fund as described in MOA section D.1 that is designated for the receipt and expenditure of the Additional Funds. In either case, every Local Government receiving Additional Funds shall abide by MOA section D and other relevant provisions of the MOA with respect to the Additional Funds in the special revenue fund.

E. Opioid Remediation Activities

1. Local Governments shall expend Additional Funds according to the requirements for Opioid Settlement Funds stated in MOA section E.
2. The coordination group established by MOA section E.7 and described in MOA Exhibit D shall have the same responsibilities with respect to remediation activities funded by Additional Funds and related requirements and procedures that it has with respect to the Opioid Settlement Funds covered by the MOA.

F. Auditing, Compliance, Reporting, and Accountability

1. The Auditing, Compliance, Reporting, and Accountability provisions stated in MOA section F shall apply to Additional Funds in the way they apply to Opioid Settlement Funds.
2. The coordination group established by MOA section E.7 and described in MOA Exhibit D shall have the same responsibilities with respect to auditing, compliance, reporting, and accountability provisions relating to Additional Funds that it has with respect to the Opioid Settlement Funds covered by the MOA.

G. Effectiveness

1. When this SAAF takes effect. This SAAF shall become effective at the time a sufficient number of Local Governments have joined the SAAF to qualify the SAAF as a State-Subdivision Agreement under the Additional Settlements. If this SAAF does not thereby qualify as a State-Subdivision Agreement, this SAAF will have no effect.
2. Amendments to the SAAF.
 - a. Amendments to conform to final national documents. The Attorney General, with the consent of a majority vote from a group of Local Government attorneys appointed by the Association of County Commissioners, may initiate a process to amend this SAAF to make any changes required by the final provisions of the Additional Settlements. The Attorney General's Office will provide written notice of the necessary amendments to all the previously joining parties. Any previously joining party will have a two-week opportunity to withdraw from the SAAF. The amendments will be effective to any party that does not withdraw.
 - b. Coordination group. The coordination group may make the changes to the SAAF described and authorized in MOA Exhibit D.
 - c. No amendments to allocation between Local Governments. Notwithstanding any other provision of this SAAF, the allocation proportions set forth in MOA Exhibit G may not be amended.
 - d. General amendment power. After execution, the coordination group may propose other amendments to the SAAF, subject to the limitation in Section G.2.c of this SAAF. Such amendments will take effect only if approved in writing by the Attorney General and at least two-thirds of the Local Governments who are Parties to this SAAF. In the vote, each Local Government Party will have a number of votes measured by the allocation proportions set forth in MOA Exhibit G.
3. Acknowledgement. The Parties acknowledge this SAAF is an effective and fair way to address the needs arising from the public health crisis due to the misconduct committed by the Pharmaceutical Supply Chain Participants.

4. When SAAF is no longer in effect. This SAAF is effective until one year after the last date on which any (a) Opioid Settlement Funds are being spent by Local Governments pursuant to the National Settlement Agreement and any Bankruptcy Resolution or (b) Additional Funds are being spent by Local Governments pursuant to the Additional Settlements.
5. Application of SAAF to settlements. This SAAF applies to the Additional Settlements.
6. Applicable law and venue. Unless required otherwise by the Additional Settlements, this MOA shall be interpreted using North Carolina law and any action related to the provisions of this SAAF must be adjudicated by the Superior Court of Wake County. If any provision of this SAAF is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision which can be given effect without the invalid provision.
7. Scope of this SAAF. The Parties acknowledge this SAAF does not excuse any requirements placed upon them by the terms of the Additional Settlements, except to the extent those terms allow for a State-Subdivision Agreement to do so.
8. No third party beneficiaries. No person or entity is intended to be a third party beneficiary of this SAAF.
9. No effect on authority of parties. Nothing in this SAAF shall be construed to affect or constrain the authority of the Parties under law.
10. Signing and execution of this SAAF. This SAAF may be signed and executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A signature transmitted by facsimile, electronic image, or DocuSign shall be deemed an original signature for purposes of executing this SAAF. Each person signing this SAAF represents he or she is fully authorized to enter into the terms and conditions of, and to execute, this SAAF, and all necessary approvals and conditions precedent to execution have been satisfied.

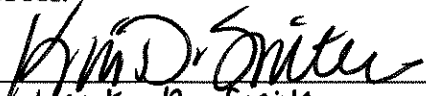
IV. LOCAL COUNSEL FEE FUND

Local Counsel have reviewed the Additional Settlements, find them to be equitable, and recommend their clients execute these Additional Settlements and this SAAF. If (1) all Local Counsel sign this SAAF whereby they consent to the terms of this SAAF and agree to be legally bound by this SAAF, including but not limited to Section IV of this SAAF, and (2) all Required Local Governments agree on or before April 18, 2023 to dismiss all litigation against the Additional Settling Defendants as required by the Additional Settlements, then each Local Counsel shall be entitled to receive a portion of the Local Counsel Fee Fund for the Additional Settlements, in such proportions as set forth below. If one or more Required Local Governments does not dismiss litigation as required by the Additional Settlements, then the 0.38% share of Additional Funds set forth in Section III.B.2 of this SAAF for the Local Counsel Fee Fund shall be included in the Local Additional Abatement Funds, such that 85% of the Additional Funds will be allocated to Local Additional Abatement Funds, and 0% will be allocated to the Local Counsel Fee Fund.

Local Counsel release all North Carolina counties and municipalities from any claim regarding the obligation to pay legal fees or costs relating to their representation of North Carolina counties and municipalities regarding opioid claims and litigation against the Settling Defendants and Additional Settling Defendants. Local Counsel retain their rights to recover legal fees from any national legal fee fund established by a national settlement and to collect any fees due from National Counsel. If one or more National Counsel fails to release its North Carolina client counties and/or municipalities from any contractual obligation to pay legal fees or costs relating to their representation of North Carolina counties and municipalities regarding opioid claims and litigation against the Settling Defendants and Additional Settling Defendants, as required for National Counsel and Local Counsel to receive a portion of the national fee funds created by the National Settlement Agreements and Additional Settlement, then the 0.38% share of Additional Funds set forth in Section III.B.2 of this SAAF for the Local Counsel Fee Fund shall be included in the Local Additional Abatement Funds, such that 85% of the Additional Funds will be allocated to Local Additional Abatement Funds, and 0% will be allocated to the Local Counsel Fee Fund.

As soon as practicable, but in any event no later than May 1, 2023, Local Counsel shall report to the settlement administrator the proportion of the Local Counsel Fee Fund to be received by each Local Counsel. No funds shall be paid out of the Local Counsel Fee Fund until such report is received. Each Local Counsel's release of claims against all North Carolina counties and municipalities as provided above shall remain in full force and effect regardless of the proportion of the Local Counsel Fee Fund that any Local Counsel receives.

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Supplemental Agreement for Additional Funds under seal as of the date hereof.

By: 
Name: Kirk P. Smith
Title: Chair, Board of Commissioners
County/City/Town of Led
Date: 3/10/23

**RESOLUTION BY THE COUNTY OF LEE
AUTHORIZING EXECUTION OF OPIOID SETTLEMENTS AND APPROVING THE
SUPPLEMENTAL AGREEMENT FOR ADDITIONAL FUNDS BETWEEN THE STATE OF
NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE
SETTLEMENT OF OPIOID LITIGATION**

WHEREAS, the opioid overdose epidemic had taken the lives of more than 32,000 North Carolinians (2000-2021);

WHEREAS, the COVID-19 pandemic has compounded the opioid overdose crisis, increasing levels of drug misuse, addiction, and overdose death; and

WHEREAS, the Centers for Disease Control and Prevention estimates the total economic burden of prescription opioid misuse alone in the United States is \$78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement; and

WHEREAS, in North Carolina, the overdose death rate in NC was 28 out of 100,000 people in 2020. This represents 2,975 people in NC who died from overdose in that year. The overdose death rate in Lee County was 47 out of 100,000 people in 2020. This represents 29 people in Lee County who died from overdose in that year. Lee County is in the highest category for overdose deaths when compared to other counties in NC; and

WHEREAS, certain counties and municipalities in North Carolina joined with thousands of local governments across the country to file lawsuits against opioid manufacturers, pharmaceutical distribution companies, and chain drug stores to hold those companies accountable for their misconduct; and

WHEREAS, settlements have been reached in litigation against Walmart, Inc., Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., and Walgreen Co., as well as their subsidiaries, affiliates, officers, and directors named in the these Settlements; and

WHEREAS, representatives of local North Carolina governments, the North Carolina Association of County Commissioners, and the North Carolina Department of Justice have negotiated and prepared a Supplemental Agreement for Additional Funds (SAAF) to provide for the equitable distribution of the proceeds of these settlements; and

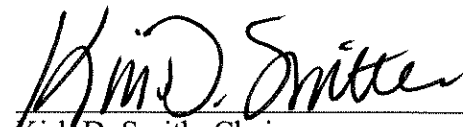
WHEREAS, by joining the settlements and approving the SAAF, the state and local governments maximize North Carolina's share of opioid settlement funds to ensure the needed resources reach communities, as quickly, effectively, and directly as possible; and

WHEREAS, it is advantageous to all North Carolinians for local governments, including Lee County and its residents, to sign onto the settlements and SAAF and demonstrate solidarity in response to the opioid overdose crisis, and to maximize the share of opioid settlement funds received both in the state and this county to help abate the harm; and

WHEREAS, the SAAF directs substantial resources over multiple years to local governments on the front lines of the opioid overdose epidemic while ensuring that these resources are used in an effective way to address the crisis;

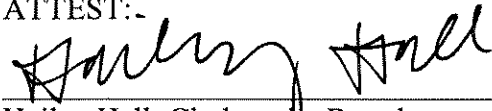
NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners of Lee County hereby authorizes the County Manager or County Attorney to execute all documents necessary to enter into opioid settlement agreements with Walmart, Walgreens, CVS, Allergan, and Teva, to execute the SAAF, and to provide such documents to Rubris, the Implementation Administrator.

Adopted this the 6th day of March, 2023.



Kirk D. Smith, Chair
Lee County Board of Commissioners

ATTEST:-



Hailey Hall, Clerk to the Board

SEAL



NORTH CAROLINA, LEE COUNTY
Presented for registration on this 24th day
of March 20, 23 at 8:40 AM/PM
recorded in Book 35 Page 121
Pamela G. Britt, Register of Deeds