



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

June 3, 2024

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 Bill Carver provided an invocation and led the Board and meeting attendees in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

I. ADDITIONAL AGENDA

Motion: Motion to approve the Agenda as presented.

Mover: Taylor Vorbeck

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

Absent: 1 - Robert Reives

Motion Result: Passed

II. APPROVAL OF CONSENT AGENDA

Commissioner Robert Reives arrived at 6:02 p.m.

Motion: Motion to approve the Consent Agenda as presented.

Mover: Taylor Vorbeck

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

Motion Result: Passed

II.A Minutes from the May 6, 2024 Regular Meeting

BOC Regular Meeting Minutes_5-6-24_final.pdf

II.B May 6, 2024 Closed Sessions Minutes

II.C Minutes from the May 15, 2024 All Boards Meeting

BOC_All_Boards_Special_Meeting_Minutes_5-15-24_final.pdf

II.D Minutes from the May 20, 2024 Regular Meeting

BOC Regular Meeting Minutes_5-20-24_final.pdf

II.E Memorandum of Understanding(MOU) between Department of Health and Human Services (DHHS) and Lee County

SFY 2024-25 and 2025-26 MOU Cover Letter.pdf

County MOU and Data Sharing MOA 2024-25 and 2025-

26.pdf Attachment1-PerfMeasures-2.15.24.pdf Attachment2-

PerfMeasures-2.15.24.pdf DSS-PerfMeasures-Factsheet-

2.15.24.pdf AdultServices-PerfMeasures-2.15.24.pdf

ChildSupport-PerfMeasures-2.15.24.pdf ChildWelfare-

PerfMeasures-2.15.24.pdf EnergyPrograms-PerfMeasures-

2.15.24.pdf FoodNutrition-PerfMeasures-2.15.24.pdf

WorkFirst-PerfMeasures-2.15.24.pdf

II.F Aramark Food Services Contract Amendment FY 2024-2025

FY 2025 Aramark for Senior Services and Lee Co

Jail.pdf Aramark contract 31 MAY 2006.pdf

II.G Restructuring Fee Schedule for the Lee Primary Care Clinic and Sliding Fee Scale

LPC SFS.pdf

II.H Memorandum of Agreement (MOA) between Lee County Schools and the Lee County Health Department for FY 24-25

SNIF_Nurse_MOA_FY25_revisedWP (2).pdf

II.I County of Lee Transit System NCDOT Grant Application FY26

FY 2026 NCDOT Lee Co Phase 1 approval to apply.pdf

FY 2026 NCDOT Lee Co Phase 1 signature docs.pdf

Department Grant Information Form FY26 NCDOT.pdf

II.J Empowering Lives Contract Renewal

Empowering Lives Contract

II.K Amendment to Buggy Factory Lease with the City of Sanford

Fully Executed City Lease-Buggy.pdf

City Lease Amendment Buggy Factory 2024.pdf

II.L Wellness Clinic Contract

docsignatoryphase-104573 1st Amendment Occ Health (002).pdf
Wellness Clinic 2023 Agreement.pdf

II.M Corrected Resolution Authorizing the Sale of Property at 1413 Texas Square

Final Resolution Texas Square.pdf

II.N Letter of Support to NC Legislators for VIPER Infrastructure Funding

Letter_to_Legislators.pdf

III. PUBLIC COMMENTS

- Sheryl Davis, 2301 Tramway Road (Southern Lee High School Auditorium)

IV. PUBLIC HEARING

IV.A Public Hearing for the Proposed FY 2024-2025 Fire District Rates

Chairman Smith opened the public hearing at 6:08 p.m.

No one spoke in favor of the proposed FY 2024-2025 fire district rates.

Those who spoke against the proposed rates:

- David Smoak, 96 North Ridge Trail

Chairman Smith closed the public hearing at 6:12 p.m.

Proposed fire district rates for FY 2024-25.pdf

IV.B Public Hearing for FY 2024-2025 Budget

Chairman Smith opened the public hearing at 6:12 p.m.

No one spoke in favor of the recommended FY 2024-2025 budget.

Those who spoke against:

- Eric Davidson, 3119 Wild Forest Road – presenting comments on behalf of Alan Rummel, a copy of which (including comments related to the Capital Improvements Program) is attached and incorporated into these minutes.

- Jaime Laudate, 1806 Crepe Myrtle Road

- David Smoak, 96 North Ridge Trail

- Kayla Wibalda, 2301 Tramway Road

Chairman Smith closed the public hearing at 6:40 p.m.

6. Exhibit 1.pdf

IV.C Public Hearing on the Capital Improvements Program (CIP) for FY 2025-2029

Chairman Smith opened the public hearing at 6:40 p.m.

No one spoke in favor of the recommended Capital Improvements Program (CIP) for FY 2025-2029.

Those who spoke against:

- Heather Garrity, 2012 Cedar Lake Road
- Ron Coley, 873 Golden Horseshoe Lane
- Alexa Hughes, 907 Merchants Court, and the Lee County High School Show Choir
- David Smoak, 96 North Ridge Trail
- Kelli Laudate, 1806 Crepe Myrtle Road

Chairman Smith closed the public hearing at 6:54 p.m.

9b. Requested v Recommended Projects REQUESTED FY25-FY29.pdf

9c. Requested v Recommended Projects RECOMMENDED FY25-FY30.pdf

V. OLD BUSINESS

VI. NEW BUSINESS

VII. MANAGERS' REPORTS

VIII. COMMISSIONERS' COMMENTS

ADJOURN

Motion: Motion to adjourn. The Board adjourned at 7:10 p.m.

Mover: Robert Reives

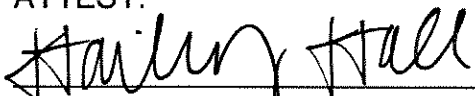
For: 7 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Bill Carver, Mark Lovick, Taylor Vorbeck

Motion Result: Passed



Kirk Smith, Chairman
Lee County Board of Commissioners

ATTEST:



Hailey Hall, Clerk to the Board



MEMORANDUM OF UNDERSTANDING

(FISCAL YEAR 2024-25 and 2025-26)

BETWEEN

**THE NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND**

Lee COUNTY

**A Written Agreement Pursuant to N.C. Gen. Stat. § 108A-74,
an Act of the North Carolina General Assembly**

This Memorandum of Understanding (“MOU”) is made by and between the North Carolina Department of Health and Human Services, (hereinafter referred to as the “Department”) and Lee County a political subdivision of the State of North Carolina (hereinafter referred to as the “County”) to comply with the requirements of law, N.C. Gen. Stat. § 108A-74. The Department and the County may be referred to herein individually as a “Party” and collectively as the “Parties.”

TERMS OF UNDERSTANDING

In consideration of the mutual promises and agreements contained herein, as well as other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties agree to this MOU, effective July 1, 2024, in compliance with the mandates of law enacted by the North Carolina General Assembly and in recognition of possible amendments by the General Assembly, the Parties further agree to conform to changes made to the law, notwithstanding a contractual term previously agreed upon.

1.0 Parties to the MOU

The only Parties to this MOU are the North Carolina Department of Health and Human Services and Lee County, a political subdivision of the State of North Carolina.

1.1 Relationships of the Parties

Nothing contained herein shall in any way alter or change the relationship of the parties Parties as defined under the laws of North Carolina. It is expressly understood and agreed that the enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Department and the County. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Department and County that any such person or entity, other than the Department or the County, receiving services or benefits under this MOU shall be deemed an incidental beneficiary only.

Subcontracting: The County shall be responsible for the performance of all of its subcontractors. The County shall disclose the names of its subcontractors to the Department within thirty (30) days of the execution thereof. The County shall also provide additional information concerning its subcontractors as may be requested by the Department within thirty (30) days of the request. The

County additionally agrees not to enter into any confidentiality agreement or provision with a subcontractor or other agent to provide services related to this MOU that would prevent or frustrate the disclosure of information to the Department. Subcontractors shall be defined under this MOU to mean any party the County enters into a contractual relationship with for the complete administration of one or more social services programs covered by this MOU. Temporary employees hired by the County shall not be considered subcontractors under this MOU.

Assignment: No assignment of the County's obligations or the County's right to receive any funding made in any way concerning the matters covered by this MOU hereunder shall be permitted.

2.0 Terms of the MOU

The term of this MOU shall be for a period of two years beginning July 1, 2024 and ending June 30, 2026.

2.1 Default and Modification

Default: In the event the County fails to satisfy the mandated performance requirements as set forth in **Attachment I** or fails to otherwise comply with the terms of this MOU, the Department may withhold State and/or federal funding. Any such withholding shall be in compliance with, and as allowed by, state and/or federal law.

Performance Improvement: Prior to the Department exercising its authority to withhold State and/or federal funding for a failure to satisfy the mandated performance requirements set forth in **Attachment I** or failure to meet the terms of this MOU, the process for performance improvement set forth in N.C. Gen. Stat. § 108A-74 will govern. Nothing contained in this MOU shall supersede or limit the Secretary's authority to take any action otherwise set forth in N.C. Gen. Stat. § 108A-74.

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

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

Modification: The terms and conditions of this MOU may only be modified by written agreement of the Parties, signed by an authorized representative of the Parties.

3.0 MOU Documents

The Recitals and the following attachments are incorporated herein by reference and are part of this MOU:

- (1) The portions hereof preceding the Terms of Understanding, including but not limited to the introductory paragraph and the Recitals, which are contractual as well as explanatory.
- (2) The Terms of Understanding
- (3) Addendum A – Data Sharing Memorandum of Agreement
- (4) Attachment I – Mandated Performance Requirements:
 - a. I-A: Energy Programs
 - b. I-B: Work First
 - c. I-C: Food and Nutrition Services
 - d. I-D: Child Welfare – Foster Care
 - e. I-E: Adult Protective Services
 - f. I-F: Special Assistance
 - g. I-G: Child Support Services
- (5) Attachment II - Child Welfare - CFSR

4.0 Entire MOU

This MOU and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements between the Parties.

5.0 Definitions

While “County” is used as an abbreviation above, the following definitions, some of which are contained in N.C. Gen. Stat. § 108A-74(a), also apply to this MOU:

- (1) "County department of social services" also means the consolidated human services agency, whichever applies.
- (2) "County director of social services" also means the human services director, whichever applies.
- (3) "County board of social services" also means the consolidated human services board, whichever applies.
- (4) "Child welfare services or program" means protective, foster care, and adoption services related to juveniles alleged to be abused, neglected, or dependent as required by Chapter 7B of the General Statutes.
- (5) "Social services programs" or "Social services programs other than medical assistance" means social services and public assistance programs established in Chapter 108A other than the medical assistance program (Part 6 of Article 2 of Chapter 108A). This includes, but is not limited to, child welfare programs, adult protective services, guardianship services for adults, and programs of public assistance established in Chapter 108A. It also includes the child support enforcement program, as established in Article 9 of Chapter 110 of the General Statutes, and the North Carolina Subsidized Child Care Program.

To the extent that any term used herein is defined by a statute or rule applicable to the subject matter of this MOU, the statutory or rule definition shall control. For all remaining terms, which

are not defined by statute or rule, those terms shall have their ordinary meaning. Should any further definition be needed, the Parties agree that the meanings shall be those contained in the current version (as of the time the dispute or question arises) of Black's Law Dictionary, and if not defined therein, then of a published unabridged modern American English Language Dictionary published since the year 2000.

6.0 Audit Requirements

The County shall furnish to the State Auditor, upon his/her request, all books, records, and other information that the State Auditor needs to fully account for the use and expenditure of state funds in accordance with N.C.G.S. § 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

7.0 Record Retention

The County shall retain records at its own expense in accordance with applicable State and Federal laws, rules, and regulations. The County shall facilitate and monitor the compliance of its subcontractors with all applicable requirements of record retention and disposition.

In order to protect documents and public records that may be the subject of Department litigation, the Department shall notify the County of the need to place a litigation hold on those documents. The Department will also notify the County of the release of the litigation hold. If there is no litigation hold in place, the documents may be destroyed, disposed of, or otherwise purged through the biannual Records Retention and Disposition Memorandum from the Department's Controller's Office.

8.0 Liabilities and Legal Obligations

Each party hereto agrees to be responsible for its own liabilities and that of its officers, employees, agents or representatives arising out of this MOU. Nothing contained herein is intended to alter or change the relationship of the Parties as defined under the laws of the State of North Carolina.

9.0 Confidentiality

Any medical records, personnel information or other items exempt from the NC Public Records Act or otherwise protected by law from disclosure given to the Department or to the County under this MOU shall be kept confidential and not divulged or made available to any individual or organization except as otherwise provided by law. The Parties shall comply with all applicable confidentiality laws and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative simplification rules codified at 45 Parts 160, 162, and 164, alcohol and drug abuse patient records laws codified at 42 U.S.C. §290dd-2 and 42 CFR Part 2, and the Health Information Technology for Economics and Clinical Health Act (HITECH Act) adopted as part of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5).

10.0 Secretary's Authority Undiminished

Certain functions delegated to the County pursuant to this MOU are the duty and responsibility of the Department as the grantee of federal grant funds. The Parties understand and agree that nothing in this MOU shall be construed to diminish, lessen, limit, share, or divide the authority of the Secretary of the Department to perform any of the duties assigned to the Department or its Secretary by the North Carolina General Statutes, the terms and conditions of the federal funds and their applicable laws and regulations or other federal laws and regulations regarding any federal funding which is used by the Department to reimburse the County for any of its duties under this MOU.

11.0 MOU does not Diminish Other Legal Obligations

Notwithstanding anything to the contrary contained herein and to facilitate the mandated performance requirements of N.C. Gen. Stat. § 108A-74, the Parties acknowledge and agree that this MOU is not intended to supersede or limit, and shall not supersede or limit, the County's obligations to comply with all applicable: 1) federal and state laws; 2) federal and state rules; and 3) policies, standards, and directions of the Department, as all such currently exist and may be amended, enacted, or established hereafter.

12.0 Notice

The persons named below shall be the persons to whom notices provided for in this MOU shall be given. Either Party may change the person to whom notice shall be given upon written notice to the other Party. Any notice required under this MOU will only be effective if actually delivered to the Parties named below. Delivery by hand, by first class mail, or by email are authorized methods to send notices.

For the Department of Health and Human Services, Division of Social Services

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Carla West, Division Director, Human Services NCDHHS 2417 Mail Services Center Raleigh, NC 27699-2001	Carla West NCDHHS Dorethea Dix Campus, McBryde Building Phone: 919-855-4755 E-mail: carla.west@dhhs.nc.gov

For **Lee** County:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Takishia McMiller, Director Lee County DSS PO BOX 1066 Sanford, NC 27331	Takishia McMiller, Director Lee County DSS 530 Carthage Street Sanford, NC 27330

13.0 Responsibilities of the Department

The Department hereby agrees that its responsibilities under this MOU are as follows:

- (1) The Department shall develop performance requirements for each social services program based upon standardized metrics utilizing reliable data. The performance requirements are identified in Attachments I and II.
- (2) The Department shall provide supervision, program monitoring and technical assistance to the counties in the administration of social services programs.
- (3) The Department shall provide leadership and coordination for developing strategies that address system-level barriers to the effective delivery of social services programs, including but not limited to: the Administrative Office of Courts, the LME/MCO, Department of Public Instruction, and the Department of Public Safety.
- (4) The Department shall have the following administrative responsibilities:
 - a. Staff Training and Workforce Development:
 - i. Develop training requirements for county personnel and provide guidance for adequate staffing patterns related to the provision of social services programs. The Department will publish annually, a list of required and recommended trainings for county personnel directly involved in the administration of social services programs covered under this MOU.
 - ii. Develop training curricula and provide, timely, adequate access to statewide training opportunities for county personnel related to the provision of social services programs. Training opportunities may include in-person, self-guided, web-based and remotely facilitated programs.
 - iii. The Department will publish a training calendar, at least quarterly, notifying the counties of training opportunities.
 - iv. Provide timely written guidance related to new federal or state statutes or regulations. The Department will provide information thirty days in advance of the effective date of new policy to the extent feasible or practicable, including interpretations and clarifications of existing policy.
 - v. Provide technical assistance and training in areas where quality control, monitoring or data indicates a lack of correct application of law, rule or policy.
 - b. Performance Monitoring:
 - i. Monitor and evaluate county compliance with applicable federal and state laws, rules and policies.
 - ii. Provide feedback to counties with recommended changes when necessary.
 - iii. Monitor that all financial resources related to the provision of social services programs covered by this MOU are utilized by the county in compliance with applicable federal and state laws.

- c. Data Submission:
 - i. Maintain and review data submitted by counties pursuant to the mandatory performance requirements.
 - ii. Provide counties with reliable data related to their performance requirements as well as accuracy and timeliness of programs in accordance with state and federal program guidelines. This includes but is not limited to processing applications and recertification, quality control standards, program statistics and fiscal information.
 - iii. The Department shall be responsible for the maintenance and functionality of its information systems utilized in the statewide administration of social services programs covered by this MOU.
- d. Communication:
 - i. Provide counties with clarification or explanation of law, rule or policy governing social services programs when necessary or as requested.
 - ii. Disseminate policy on social services programs and provide counties with timely information on any updates to policy.
 - iii. Provide timely information to counties on any changes to federal law or policy made known to the Department.
 - iv. Provide counties with a timely response to requests for technical assistance or guidance.
 - v. Maintain all policies covering social services programs in a central, accessible location. Policies will be updated, to the extent possible, in advance of the effective date of any new policies or policy changes.
 - vi. Provide counties with an opportunity to submit questions, concerns and feedback related to the administration of social services programs to the Department and provide County a timely response to such communication.
 - vii. Communicate proactively with the County Director of Social Services on matters that affect social services programs covered under this MOU. Communication shall be timely, and alerts sent to counties to let them know of the upcoming changes.
 - viii. Communicate directly with the County Manager, Governing Boards, and the County Director of Social Services on matters including but not limited to, corrective action, and significant changes to law, rule and policy that impact the administration of social services programs covered by this MOU.
- e. Inter-agency Coordination:
 - i. Provide guidance to counties in the event they are unable to reach a resolution on a conflict of interest that arises related to the provision of social services programs covered by this MOU.
 - ii. Provide guidance for county DSS personnel on federal and state Emergency Management, mass shelter, Business Continuity Plan (BCP) and Continuity of Operations Plan (COOP) requirements.
 - iii. Coordinate with and communicate to county DSS agencies regarding available and required training opportunities associated with DSS Mass Shelter, BCP and COOP responsibilities.
 - iv. Assist and support counties as needed in implementation of operational functions of mass shelter operations and as needed during other emergencies as they arise.

- (5) The Department shall timely meet all of its responsibilities contained in this MOU. “Timely” shall be defined consistent with timeliness requirements set forth in relevant statute, regulation, and policy. Where timeliness is not otherwise defined, “timely” shall mean within a reasonable time under the circumstances.

14.0 Responsibilities of the County

The County hereby agrees that its responsibilities under this MOU are as follows:

- (1) The County shall adhere to the mandated performance requirements for each social services program as identified in Attachment I. The County will ultimately work toward achievement of the Standard Measure for all performance requirements set forth in Attachments I and II.
- (2) The County shall comply with the following administrative responsibilities:
 - a. Staff Requirements and Workforce Development:
 - i. The personnel, including new hires and existing staff, involved in the County’s provision of social services programs covered by this MOU shall complete all required and necessary training, which is documented as required by federal and state law and policy.
 - b. Compliance:
 - i. Perform activities related to its social services programs in compliance with all applicable federal and State laws, rules, regulations and policies. Nothing contained herein is intended to, nor has the effect of superseding or replacing state law, rules or policy related to social services programs.
 - ii. Develop and implement internal controls over financial resources related to the County’s social services programs to ensure that all financial resources are used in compliance with applicable federal and state laws.
 - iii. Provide and adhere to corrective action plans as required based on monitoring findings and the Single Audit.
 - c. Data Submission:
 - i. Maintain accurate, thorough records of all social services programs covered by this MOU, in particular, records related to the mandated performance requirements that can be accessed for the purpose of data collection, service provision, monitoring or consultation.
 - ii. Ensure reliable data entry into state systems utilized for the administration of social services programs covered under this MOU.
 - iii. Provide, upon request, data to the state for the purpose of, but not limited to, conducting monitoring, case file reviews, error analysis and quality control.
 - iv. Utilize data to understand the performance of their county and to conduct analysis and implement changes where needed if performance measures are not being met.
 - d. Communication:
 - i. Respond and provide related action in a timely manner to all communications received from the Department.
 - ii. Provide timely information on all matters that have a potential negative impact on the social services programs they administer, including but not limited to, litigation risks (not including child welfare cases governed by Chapter 7B or adult services cases governed by Chapter 35A or 108A), network and computer issues, or data breaches.

- iii. Provide timely information regarding temporary or permanent changes to the Social Services Governing Board. or the County Social Services Director, including retirements, separations, or any leaves of absence greater than two calendar weeks.
 - e. Inter-agency Cooperation:
 - i. Ensure that county social services personnel complete required training and are prepared to engage in Disaster Management, mass shelter, BCP and COOP operations.
 - ii. Ensure that all plans and systems are in place to meet potential disaster (natural, technical, otherwise) response requirements.
 - iii. Engage with DHHS, state Emergency Management and local leadership in associated efforts.
 - iv. Assist or operate mass shelter operations or other required disaster management responsibilities.
- (3) The County shall timely meet all its responsibilities contained in this MOU. “Timely” shall be defined consistent with timeliness requirements set forth in relevant statute, regulation, policy or as otherwise required by the Department. If timeliness is not otherwise defined, “timely” shall mean within a reasonable time under the circumstances.

15.0 Data Security and Reporting

Data Security: The County shall adopt and apply data privacy and security requirements to comply with all applicable federal, state, department and local laws, regulations, and rules. The Parties hereby adopt and incorporate the terms of the Data Sharing Agreement attached as Addendum A as if fully set forth herein.

Duty to Report: The County shall report all privacy and security incidents related to the provision of social services programs covered by the MOU to the Department and the Privacy and Security Office within twenty-four (24) hours after the privacy and security incident is first discovered, provided that the County shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the incident is first discovered. During the performance of this MOU, the County is to notify the Department of any contact by the federal Office for Civil Rights (OCR) received by the County related to the provision of social services programs covered by the MOU. In case of a privacy and security incident, the County, including any subcontractors or agents it retains, shall fully cooperate with the Department.

16.0 Miscellaneous

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

venue for any legal proceedings shall be Wake County, North Carolina. The place of this MOU and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This MOU may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Department and the County. The Parties agree to obtain any necessary approvals, if any, for any amendment prior to such amendment becoming effective. Also, the Parties agree that legislative changes to state law shall amend this MOU by operation of law to the extent affected thereby.

Effective Date: This MOU shall become effective July 1, 2024 and shall continue in effect until June 30, 2026.

Signature Warranty: Each individual signing below warrants that he or she is duly authorized by the party to sign this MOU and to bind the party to the terms and conditions of this MOU.

Lee County

BY: 
Name

BY: _____
Name

TITLE: Chair, Lee County Board of
Commissioners

TITLE: _____

DATE: _____

DATE: 6-3-2024

North Carolina Department of Health and Human Services

BY: _____
Secretary, Department of Health and Human Services

DATE: _____

ADDENDUM A: DATA SHARING MEMORANDUM OF AGREEMENT

Between

North Carolina Department of Health and Human Services

And

Lee County

This Data Sharing Memorandum of Agreement (MOA) between the North Carolina Department of Health and Human Services (NC DHHS or Agency) and Lee County (County) (and collectively with Agency referred to as the Parties) establishes the agreement between the Parties regarding the County's access to, and use and disclosure of, all confidential data and information provided by the Agency to the County, for purposes of administering North Carolina's public assistance and public service programs.

1. PURPOSE AND SCOPE

The purpose of this MOA is to identify certain roles and responsibilities of each party as it relates to the sharing and use of all confidential data and information provided by the Agency to the County in connection with the administration of North Carolina's public assistance programs as well as the County's administration and performance of other public services delegated to it by law (collectively referred to as NCDHHS Data). For purposes of this MOA, NCDHHS Data, includes, but is not limited to:

- a. Social Security Administration (SSA) data;
- b. Federal Tax Information (FTI) as defined in the current IRS Publication 1075, Tax Information Security Guidelines for Federal, State and Local Agencies (IRS Publication 1075);
- c. protected health information as defined by 45 CFR 160.103;
- d. personal information, as defined by the North Carolina Identity Theft Protect Act, N.C.G.S. § 75-61(10);
- e. identifying information, as defined by N.C.G.S. § 14-113.20(b); and
- f. names or other information concerning persons applying for or receiving public assistance or social services which are confidential pursuant to N.C.G.S. §108A- 80.

More specifically, the objectives of this MOA are to:

- Manage the information technology process and systems pertaining to the NCDHHS Data provided by the Agency to the County, and received by the County from the Agency, to ensure compliance with all applicable federal and state laws, regulations, standards and policies regarding the confidentiality, privacy and security of this NCDHHS Data.

- Enhance the County's secure receipt, access to, and use of NCDHHS Data provided by the Agency to the County.
- Allow the County to access and utilize NCDHHS Data provided by the Agency for purposes of administering North Carolina's public assistance and public service programs.

2. BACKGROUND

The Agency administers and oversees a variety of public assistance and public service programs for the State of North Carolina (collectively, Public Assistance Programs), including, but not limited to, the following:

- NC Medicaid Program
- NC Health Choice for Children (North Carolina's CHIP Program)
- Temporary Assistance for Needy Families
- Supplemental Nutrition Assistance Program
- NC Food and Nutrition Services (North Carolina's SNAP Program)
- Work First (North Carolina's Temporary Assistance for Needy Families program)
- Women, Infants and Children (WIC)
- Adult and Family Services
- Child Support Services
- Child Welfare Services

As part of its role pertaining to these Public Assistance Programs, the Agency receives, maintains, and stores certain data pertaining to applicants for, and recipients participating in, the Public Assistance Programs, which includes NCDHHS Data.

The County administers the daily operations of many of the Public Assistance Programs at the local level, in accordance with State and Federal law, and policies and rules adopted by the Agency. As part of its role pertaining to these Public Assistance Programs, the County accesses and utilizes certain data pertaining to applicants for, or recipients participating in, the Public Assistance Programs, which includes NCDHHS Data.

The Agency and the County agree to work cooperatively to ensure that NCDHHS Data is available to the County for purposes of administering North Carolina's Public Assistance Programs, and that the County accesses and utilizes NCDHHS Data in accordance with applicable federal and state laws, regulations, standards and policies governing confidentiality, privacy and security of the NCDHHS Data and the terms of this MOA. The parties acknowledge and agree that this MOA is intended to continue and renew and prior similar memorandum of agreement in place between the Parties which was effective on or about October 14, 2016.

3. AUTHORITY OF PARTIES

Each Party is an agency of the State of North Carolina and operating pursuant to its respective statutory authority and obligations. This MOA is authorized under the provisions of N.C.G.S. §§ 108A-25, 108A-54, and 153A-11 and Article 13 of Chapter 153A of the North Carolina General Statutes, and the implementing recommendations or regulations of these laws, if any. For the convenience of the Parties and avoidance of doubt, the Parties acknowledge and agree that NC DHHS is the “Agency” as such term is used in IRS Publication 1075, and that the County is a statutory agent but not a “contractor” or “agent” as such term is used in North Carolina statutory or common law. The Agency acknowledges it is authorized to receive and use FTI pursuant to 26 U.S.C. § 6103.

4. PARTIES’ ROLES AND RESPONSIBILITIES

Pursuant and subject to this MOA, the Agency shall provide to the County NCDHHS Data pertaining to the Public Assistance Programs, through access to the Agency’s information technology systems utilized in conjunction with the Public Assistance Programs. These information technology systems include, but are not limited to, the Agency’s current NC FAST case management system (NC FAST), and the legacy information systems which preceded NC FAST (collectively, NCDHHS Information Systems). The NCDHHS Information Systems are secured via Agency access control mechanisms and related procedures, including, but not limited to, Resource Access Control Facility (RACF), North Carolina Identification (NCID), and Web Identity Role Management Portal (WIRM) (collectively, NCDHHS Access Controls).

All NCDHHS Data that the Agency provides to the County shall remain confidential and secure at all times. Confidentiality and security of this NCDHHS Data will be maintained by the County in accordance with all applicable federal and state laws, regulations, standards and policies governing this NCDHHS Data and in accordance with the terms of this MOA. Only appropriately authorized County employees and contractors whose job responsibilities require access to the NCDHHS Data will be granted access to the NCDHHS Data, through the NCDHHS Information Systems and NCDHHS Access Controls. Any data, records or other information shared through this MOA are protected from unauthorized use and disclosure and shall be accessed and used by the County solely for purposes of administering and operating the Public Assistance Programs.

NCDHHS agrees:

- a. To provide NCDHHS Data to the County through access to the NCDHHS Information Systems in strict accordance with the NCDHHS Access Controls and in accordance with the terms of this MOA.
- b. To allow the County to access and utilize the NCDHHS Data to administer and operate the Public Assistance Programs.

- c. To allow appropriately authorized County employees and contractors whose job responsibilities require access to the NCDHHS Data to access and utilize the NCDHHS Data through access to the NCDHHS Information Systems, to the extent needed to perform their job responsibilities.
- d. To work cooperatively with the County regarding County employee and contractor access to NCDHHS Data and NCDHHS Information Systems, and compliance with this MOA and applicable law.
- e. To be responsible for supervision of its own employees and contractors.

The County agrees:

- a. To grant access to NCDHHS Data through access to the NCDHHS Information Systems only to County employees and contractors authorized in strict accordance with the NCDHHS Access Controls and in accordance with the terms of this MOA. The County shall conduct background checks for individual employees prior to authorizing their access to FTI.
- b. To ensure the NCDHHS Data and NCDHHS Information Systems are accessed and utilized only for the purposes authorized by law and under this MOA in conjunction with the administration and operation of the Public Assistance Programs.
- c. To grant access to the NCDHHS Data only to appropriately authorized County employees and contractors whose job responsibilities require access to the NCDHHS Data, and only for purposes of administering and operating the Public Assistance Programs.
- d. To ensure NCDHHS data is available only to persons authorized by law and this MOA to access and use the NCDHHS Data.
- e. To ensure NCDHHS Information Systems are accessed only by persons authorized by law and this MOA to access the NCDHHS Information Systems.
- f. To obtain prior written permission from NCDHHS for the disclosure of any NCDHHS Data to any contractor. If NCDHHS approves disclosure of any NCDHHS Data to a County contractor, the County shall ensure the contractor is provided a copy of this MOA and signs a written agreement with the County acknowledging receipt of a copy of this MOA and agreeing to comply with the terms of this MOA as it relates to the contractor's access to NCDHHS Data.
- g. To obtain prior written permission from NCDHHS for granting access to any of the NCDHHS Information Systems to any contractor. If NCDHHS approves access of a contractor to any NCDHHS Information System, the County shall ensure the contractor is provided a copy of this MOA and signs a written agreement with the

County acknowledging receipt of a copy of this MOA and agreeing to comply with the terms of this MOA as it relates to the contractor's access to NCDHHS Information Systems.

- h. To ensure that all information technology systems receiving, storing, processing, or transmitting FTI meet the requirements in IRS Publication 1075, including the requirements set forth in Exhibit 7 to IRS Publication 1075, a copy of which is available at: <https://www.irs.gov/pub/irs-pdf/p1075.pdf>.
- i. To maintain a current list of employees and contractors authorized to access and utilize the NCDHHS Data provided by the Agency pursuant to this MOA, and to provide the Agency a copy of that list upon written request by the Agency.
- j. To submit, when requested by the Agency, a written certification that continuous security monitoring has been performed in accordance with applicable requirements. Additionally, the County will submit a written certification that all mainframe and network device configurations supporting the County environment is compliant with all applicable requirements. This certification will be provided to the Agency with supporting evidence, such as a recent vulnerability scan.
- k. At the Agency's request, the County will work with the IRS, Social Security Administration, or other federal agencies or their agents with respect to periodic safeguard and security reviews. The County will support the resolution of the Agency's finding based on a written plan satisfactory to both Parties.
- l. Upon notification from the IRS, Social Security Administration, other federal agencies, or the Agency of changes to functional and security specifications, the County will collaborate with the Agency to develop and implement plans to meet specified requirements in accordance with guidance and direction provided by the IRS and/or the Agency. The County will be responsible for costs arising from such modifications.
- m. To provide annual access and disclosure awareness and incident reporting training to its employees and any approved contractors that may have access to SSA data and/or FTI data (only certain functions in support of Child Support Enforcement may allow contractor access to FTI).
- n. To work cooperatively with the Agency regarding County employee or contractor access to NCDHHS Data and NCDHHS Information Systems, and compliance with this MOA and applicable law.
- o. To be responsible for supervision of its own employees and contractors.

5. ACCESS CONTROL

The County shall be responsible for reviewing, approving, delegating and monitoring access by County employees and any approved contractors to NCDHHS Data, in strict accordance with the NCDHHS Access Controls applicable to the NCDHHS Information Systems involved and in accordance with the terms of the MOA. In addition, the County will adhere to any written standard or guidelines provided by the Agency regarding management and implementation of the NCDHHS Access Controls, and access to the NCDHHS Information Systems, including, but not limited to, the information systems access control policy in the current version of the North Carolina Statewide Information Security Manual.

6. CONFIDENTIALITY AND SECURITY

The Agency and the County acknowledge and agree that the NCDHHS Data which the Agency provides to the County shall be classified as, and shall remain, “NCDHHS Data” or “State Data”. At no time will the NCDHHS Data provided by the Agency ever be classified as County data.

The County acknowledges and agrees that in accessing, receiving, utilizing or otherwise dealing with the NCDHHS Data, it will safeguard and not use or disclose such NCDHHS Data except as provided in this MOA. The County shall protect the confidentiality of the NCDHHS Data in accordance with applicable federal and North Carolina laws, regulations, standards and guidelines, including, but not limited to the following:

- Privacy Act of 1974 (5 USC § 552a), as amended by the Computer Matching and Privacy Protection Act of 1988;
- IRS Publication 1075;
- Medicaid, 42 U.S.C. § 1396(a)(a)(7), 42 CFR Part 431.300-307;
- Temporary Assistance to Needy Families, 42 U.S.C. § 602 (a)(1)(A)(iv);
- Supplemental Nutrition Assistance Program, 7 U.S.C. § 2020 (e)(8); 7 CFR Part 272.1(c);
- Social Security Act, 42 U.S.C. § 1396(a)(a)(7);
- Social Security Administration Disclosure, 20 CFR Part 401;
- Child Support, 42 U.S.C. § 654(26);
- Public Assistance Programs (Public Welfare), 45 CFR Part 205.50; and U.S. Department of Labor Employment and Training Administration, 20 CFR Part 603;
- Health Information Portability and Accountability Act and HIPAA Privacy Rule, 45 CFR Part 160 and Subparts A and E of Part 164;
- North Carolina law governing confidentiality of, and access to, public assistance program data and records, including N.C. Gen. Stat. 108A-80 and implementing regulations; and
- North Carolina Identify Theft Protection Act, N.C. Gen. Stat. 75-60 et seq. and 132-1.10 and any implementing regulations.

The County acknowledges and agrees that some of the data elements included within the NCDHHS Data can be classified as “identifying information” within the meaning of N.C.G.S. § 14-113.20(b). In addition, the combination of certain data elements could classify the data elements as “personal information” within the meaning of N.C.G.S. § 75-61(10). Since the Agency and the County are subject to the North Carolina Identity Theft Protect Act requirements, N.C.G.S. § 132-1.10 and 75-65, the Agency and the County acknowledge and understand that the unauthorized disclosure, misuse, or loss of these certain data elements could subject the County and/or the Agency to security breach notification requirements.

The County shall safeguard and protect the security of the NCDHHS Data from loss, theft, or inadvertent disclosure, in accordance with applicable federal and North Carolina laws, regulations, standards and guidelines, and policies including, but not limited to the following:

- Federal Information Security Management Act of 2002 (44 USC 3541 et seq.);
- SSA’s “Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with the Social Security Administration”
- IRS Publication 1075;
- Health Information Portability and Accountability Act and HIPAA Security Rule, 45 CFR Part 160 and Subparts A and C of Part 164; and
- National Institute of Standards and Technology guidelines.

In accordance with applicable federal and North Carolina statutes, regulations, standards, and policies, the County shall use appropriate physical and technological security safeguards to prevent re-disclosure of NCDHHS Data, and to protect NCDHHS Data in paper and/or electronic forms during transmission, storage or transport. The County shall use encryption during the data transmission process and shall protect NCDHHS Data on portable computers and devices through the use of applicable encryption and strong authentication procedures and other security controls to make NCDHHS Data unusable and inaccessible by unauthorized individuals.

The County shall monitor County employees’ access to higher-risk NCDHHS Data elements such as Social Security numbers, dates of birth, and FTI. The County shall terminate access privileges to NCDHHS Data of County employees immediately when their employment has been terminated or their job responsibilities no longer require access.

The County shall dispose of paper and equipment containing NCDHHS Data in a secure manner in accordance with applicable law and information security NIST standards. At the request of the Agency, the County shall provide documentation of proper disposal of NCDHHS Data to NCDHHS.

The County shall implement procedures for detecting, investigating, reporting and responding to security incidents involving NCDHHS Data. The County shall implement an Incident Management Plan which will be the source for how to handle incident management involving NCDHHS Data, and the Incident Management Plan will be available to the Agency upon request.

The County shall evaluate and report all losses, misuse, or unauthorized disclosure of NCDHHS Data to the NCDHHS Privacy and Security Office without unreasonable delay. Any expenses incurred as a result of the loss, misuse, or unauthorized disclosure of NCDHHS Data by the County will be the responsibility of the County.

The County shall report any suspected or confirmed privacy or security breach or incident involving the NCDHHS Data to the NCDHHS Office of Privacy and Security via electronic mail and the Office's website: <http://www.ncdhhs.gov/about/administrative-divisions-offices/office-privacy-security>, within 24 hours after the suspected or confirmed breach is first discovered. The County shall report any suspected or confirmed privacy or security breach involving Social Security Administration or Federal Tax Information data to: (i) the NCDHHS Office of Privacy and Security via the online incident reporting tool at the link above, or if after normal business hours, (ii) the NCDHHS Chief Information Security Officer via the phone numbers listed at the link above, **IMMEDIATELY** and within 60 minutes after the suspected or confirmed privacy or security breach is first discovered. The County acknowledges and agrees that it must make immediate reports of any suspected or confirmed breach involving SSA or FTI data in the manner set forth above in order to enable the Agency to fulfill the Agency's obligation to report the suspected or confirmed breach to the SSA or IRS (as applicable) within one hour after it is first discovered.

The County will collaborate and cooperate with the Agency regarding investigation, actions and potential remedies pertaining to any suspected or confirmed privacy or security breach or incident involving NCDHHS Data.

If the County experiences a security breach involving NCDHHS Data, the County will be responsible for providing notification to all affected persons. The County will collaborate and cooperate with the NCDHHS Office of Privacy and Security regarding the content and timing of notification prior to providing the notification. Any and all expenses incurred as a result of any suspected or confirmed security breach involving NCDHHS Data will be the responsibility of the County.

7. CONTACTS

The Parties mutually agree that the following named individuals will be designated as points of contact for the MOA on behalf of the Agency and the County:

For NCDHHS:

Pyreddy Reddy Chief Information Security officer N.C. DHHS Privacy and Security Office 695 Palmer Drive Raleigh, NC 27605 Phone: (919) 855-3090 Fax: (919) 733-1524 Email: pyreddy.reddy@dhhs.nc.gov	
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For County:

[Name] [Title] [Address] [Phone Number] [Fax Number] [E-Mail]	Takishia McMiller Director PO BOX 1066 Sanford, NC 27331 919-718-4690x5257 919-718-4691 tmcmliller@leecountync.gov
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The Parties agree that if there is a change regarding the information in this section, the party making the change will notify the other party in writing of such change.

8. LIABILITY AND INDEMNIFICATION

Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina or the assumption by the State of any liability contrary to the laws and statutes of North Carolina. Each Party shall be responsible for its own liabilities and neither Party shall seek indemnification from the other.

This MOA shall inure to the benefit of and be binding upon the Parties hereto and their respective successors in the event of governmental reorganization pursuant to N.C.G.S. § 143A-6 or other authority.

9. MONITORING AND AUDITING

The IRS, SSA, any other federal agency or the Agency, with advance notice, shall have the right to send its officers and employees into the offices and facilities of the County for inspection of the County's facilities to ensure that adequate safeguards and security measures have been maintained as required by this MOA. Key areas to be inspected include record keeping, secure storage, limited access, disposal, and computer security systems such as those described in IRS Publication 1075. The County and the Agency will work together to correct any deficiencies identified during any internal inspection. The Agency may opt to utilize the County representatives for compliance validation.

The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and other applicable laws or regulations.

The NC DHHS Privacy and Security Office will conduct privacy and security assessments based on NIST Standards, Federal, State and DHHS Privacy and security requirements,

10. DURATION OF AGREEMENT AND MODIFICATION

This MOA is effective on July 1, 2024, and shall continue for an initial term of 24 months following the effective date, through and including June 30, 2026.

The Parties shall review this MOA as deemed necessary by the Agency, or upon the written request of either the Agency or the County to the other party, or whenever a State or Federal statute is enacted that material affects the substance of this MOA, in order to determine whether it should be revised or renewed, as applicable.

Notwithstanding all other provisions of this MOA, the Parties agree that this MOA may be amended at any time by written mutual consent of both Parties.

11. GOVERNING LAW

The validity of this MOA and any of its terms or provisions, as well as the rights and duties of the parties to this MOA, are governed by the laws of North Carolina. The place of this MOA and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

12. OTHER PROVISIONS/SEVERABILITY

Nothing in this MOA is intended to conflict with current federal or state laws or regulations, or any governing policies of the County or the Agency. If any term of this MOA is found by any court or other legal authority, or is agreed by the Parties to be in conflict with any law or regulation governing its subject, the conflicting term shall be considered null and void. The remaining terms and conditions of this MOA shall remain in full force and effect.

13. ENTIRE AGREEMENT

This MOA and any amendments hereto and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral and written statements or agreements.

14. TERMINATION

The Parties may terminate this MOA at any time upon mutual written agreement. In addition, either party may terminate this MOA upon 90 days' advance written notice to the other party. Such unilateral termination will be effective 90 days after the date of the notice or at a later date specified in the notice. In the event this MOA is terminated unilaterally by the County, the Agency will suspend the flow of NCDHHS Data to the County until a superseding written agreement is executed by the Parties.

The Agency may immediately and unilaterally suspend the flow of NCDHHS Data to the County under this MOA, or terminate this MOA, if the Agency, in its sole discretion, determines that the County (including its employees, contractors and agents) has: (i) made an unauthorized use or disclosure of NCDHHS Data; (ii) provided unauthorized access to NCDHHS Information Systems; or (iii) violated or failed to follow the terms and conditions of this MOA.



2400 Market Street
Philadelphia, PA 19103
nedd-annette@aramark.com
TEL 215-238-3257

Sent Via UPS #1Z7T55T91330622685

May 29, 2024

Lee County Government
408 Summit Drive
Sanford, NC 27330
ATTN: Legal Department

Dear Ms. Boone:

As requested, enclosed please find a partially executed original of Amendment #18 by and between the County of Lee, North Carolina, and Aramark Correctional Services, LLC ("Aramark").

I understand you will have the same executed where indicated by the authorized representative. Once the document has been fully executed, please scan and forward a fully executed copy to me at my email address above. You may keep the original for your files.

Aramark appreciates the business and we thank you for the opportunity to continue to be of service.

Thank you.

Very truly yours,

A handwritten signature in cursive script that reads "L. Annette Nedd".

L. Annette Nedd
Administrative Senior Assistant

Enclosure

Amendment No. 18 to Operating Agreement

THIS AMENDMENT NO. 18 (the "Amendment") is entered into this 31 day of June, 2024, by and between **County of Lee, North Carolina**, with offices at 1401 Elm Street Sanford, NC 27331 (the "County"), and **Aramark Correctional Services, LLC**, a Delaware limited liability company, having a place of business at 2400 Market Street, Philadelphia, Pennsylvania 19103 ("Aramark").

WHEREAS, the County and Aramark entered into an Operating Agreement for the management of the food service operation at the Lee County Jail on May 31, 2006 (as amended, the "Agreement");

WHEREAS, the parties desire to amend the Agreement as hereinafter set forth, effective upon July 1, 2024 (the "Effective Date").

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.

1. **Insurance and Indemnification:** The last paragraph of Section 2,I of the Agreement is hereby deleted in its entirety and replaced with the following:

"ARAMARK agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, directors and employees (collective, County) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Contractor's negligent performance of services under this Agreement and that of its subcontractors or anyone for whom the Contractor is legally liable. Notwithstanding the foregoing, it is expressly understood that ARAMARK shall not be responsible for damages caused by inmates or by participants of the CENTER."

2. **Billing and Prices:** Section 3,B of the Agreement is modified to state: "Such invoice shall be sent to:

Melanie Rodgers, Department Director
The Enrichment Center of Lee County
1615 S. Third Street
Sanford, NC 27330

3. **Manner of Payment:** Section 3,B of the Agreement is modified and the following is stricken from the agreement: "In the event that ARAMARK incurs legal expense in enforcing its right to receive timely payment of invoices, the COUNTY agrees to pay reasonable attorney's fees and other costs."

4. **Term:** Notwithstanding Section 5 of the Agreement, the term of the Agreement shall be extended through June 30, 2025.

5. **Pricing:** In accordance with Section 5,A of the Agreement, the parties agree that the price per meal charged to County by Aramark shall be adjusted as set forth on Attachment A, attached hereto. This pricing shall be effective from July 1, 2024, through June 30, 2025, and shall supersede in all respects the price per meal set forth in Attachment A of the Agreement or in any prior amendments between the parties.

6. **Consequences of Termination:** Section 6,C of the Agreement is modified and the following is stricken from the agreement: "Upon the expiration of any termination of this Agreement, the COUNTY agrees, if requested by ARAMARK, to purchase ARAMARK'S usable inventory of food and supplies. The purchase price for such inventory shall be ARAMARK's invoice cost.

7. The following sections are included in the Agreement:

14. Independent Contractor: The parties acknowledge and agree that they are independent contractors and no employee relationship or individual contractual relationship is established by virtue of this contract. Neither the COUNTY nor ARAMARK nor any of their officers, agents, employees or representatives, shall be deemed to be agents, representatives or employees of the other party for purposes of the performance of services under this Agreement. Each party is solely responsible for withholding federal and state income taxes, paying Social Security taxes, unemployment insurance or maintaining workers compensation insurance coverage for their own employees, agents and officers. Nothing herein shall be construed to create any employment relationship between the parties by virtue of this contract and no health insurance, life insurance, retirement, vacation or other benefits are granted by one party to the other by virtue of this contract. No ARAMARK employee or agent shall be authorized to act or speak on behalf of Lee County. Nothing in this Agreement shall be construed to create any employer/employee relationship or a joint venture relationship or to allow the parties to exercise control over one another or over the manner in which their employees or agents perform the services.

15. Non-Assignment Clause. ARAMARK shall not assign its rights and obligations under this agreement to any party or entity without the prior written consent of the COUNTY, which shall not be unreasonably withheld, delayed or conditioned.

16. Confidentiality and Protection Clause: ARAMARK agrees and recognizes its employees and agents will have access to the Lee County Jail. ARAMARK employees will not have any inappropriate discussions or interactions with the inmates and will respect Lee County Jail staff and inmates or elderly patrons at the Enrichment Center. ARAMARK will ensure all employees working in the jail have completed a background check and understand the highly confidential necessity of working inside the Lee County Jail. ARAMARK also agrees to allow its employees to be subject to a body scanner, in the event of suspected banned items being brought into the jail.

17. Non-Appropriation Clause. ARAMARK acknowledges that Lee County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Lee County's obligations under this contract, then this contract shall automatically expire without penalty to Lee County thirty (30) days after written notice to ARAMARK of the unavailability and non-

appropriation of public funds. It is expressly agreed that Lee County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in the Lee County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Lee County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Lee County upon written notice to ARAMARK of such limitation or change in Lee County's legal authority.

18. Dispute Resolution/Jurisdiction/Venue. Any dispute arising under this Agreement may be settled by mediation in the State of North Carolina in accord with such procedures as may be available to units of local government under state law. No other dispute resolution procedures shall apply. Jurisdiction for any legal proceedings concerning this contract or agreement shall be in the state courts in the State of North Carolina. Venue for such proceedings shall be Lee County.

19. No Pledge of Taxing Authority. No deficiency judgment may be rendered against Lee County or any agency of Lee County in any action for breach of a contractual obligation under this contract. The taxing power of the Lee County is not pledged directly or indirectly to secure any monies due under this contract.

20. Conflict of Interest: If this is a contract for design, engineering, contract administration or similar services, ARAMARK will not enter into contracts or agreements with third parties that may present a potential for conflict of interest between Lee County and the third parties regarding the subject matter of this Contract or Agreement.

21. Compliance with E-Verify requirements: ARAMARK and any of its subcontractors must comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, if applicable, which requires certain employers to verify the work authorization of each newly hired employee through the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies.

22. Divestment from companies that boycott Israel: ARAMARK certifies that (a) it is not identified on the Israel Boycott List or any other list created by the NC State Treasurer pursuant to N.C.G.S. 147—86.80 et al and (b) it will not take any action causing it to appear on any such list during the term of the contract agreement.

23. Iran Divestment Act Certification. ARAMARK certifies that it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58 (the Final Divestment List) and ARAMARK will not utilize any subcontractors performing work under this Contract which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address and should be updated every 180 days.

24. Non-Discrimination in Employment. ARAMARK will not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin or

disability. In the event ARAMARK is determined by the final order of an appropriate agency or court to be in violation of this provision or any non-discrimination provision of federal, state or local law, this Contract may be suspended or terminated, in whole or in part by the County. In addition, ARAMARK may be declared ineligible for further contracts with the County.

25. Drug-Free Workplace. During the performance of this agreement, ARAMARK agrees to (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees of the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in its workplace and specifying the actions that will be taken against employees for violations of such prohibitions, (iii) state in all solicitations or advertisements for employees placed by or on its behalf that it maintains a drug-free workplace; (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00 so that the provisions will be binding upon each subcontractor or vendor.

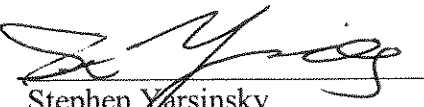
26. Gov Ops. ARAMARK acknowledges that by contracting with Lee County and receiving public funds, they may be subject to potential examination, evaluation and investigation, including access to buildings and documents and compelled testimony, by the Joint Legislative Commission on Governmental Operations under Section 27.10(b) of North Carolina S.L. 2023-134. ARAMARK acknowledges that Lee County has no control over the Commission and its activities.

8. **Confidential Information:** Section 9 of the Agreement is amended to add: ARAMARK acknowledges and agrees that COUNTY is subject to Public Records Law and may be required by law to provide public documents, including this contract, upon a valid request. ARAMARK has notified the COUNTY of and marked all documents it contends are proprietary.


9. Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 18 to be signed by their duly authorized representatives the day and year first written above.

Aramark Correctional Services, LLC

By: 
Stephen Yarsinsky
Vice President, Finance

Lee County, North Carolina

By: 
Name:
Title:

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


Candace Steman
Finance Officer, Lee County

Attachment A
Lee County, North Carolina
Effective July 1, 2024 through June 30, 2025

<u><i>Inmate/Staff Meal</i></u>	<u><i>Price per Meal</i></u>
80-89	\$5.219
90-99	\$4.807
100-109	\$4.472
110-119	\$4.197
120-129	\$3.968
130-139	\$3.768
<u><i>Senior Meals</i></u>	
70-79	\$4.451
80-89	\$4.097
90-99	\$3.818
100-109	\$3.583
110-119	\$3.386

*If the population increases and/or the scope of work changes to affect the current labor, the parties mutually agree to discuss inmate labor in the kitchen.



LEE COUNTY GOVERNMENT
Public Health

**Memorandum of Agreement Between
Lee County Health Department and Lee County Schools**

Lee County Schools and Lee County Health Department share views on the appropriateness of educational and health collaboration to prevent health issues from becoming reasons for educational or social failure. Lee County Schools and Lee County Health Department agree to cooperate in providing a comprehensive program of school health services. Achievement of goals will be through joint planning, shared implementation and maintenance of effective channels of communication between agencies.

This agreement shall cover a period of July 1, 2024 to June 30, 2025.

The following components constitute the cooperative plan:

The Lee County Health Department will:

- A. Provide assistance in confirming positive tuberculin skin tests. The health department provides testing and follow-up only for those individuals who meet state at-risk TB standards.
- B. Provide access to health department's medical providers such as Medical Director or Nurse Practitioner to provide a non-patient specific prescription for epinephrine auto-injectors to be used as part of the school's emergency response plan as mandated by G.S. 115C-375.2A.
- C. Provide resource and referral information, answer inquiries regarding immunizations and communicable disease control, inclusive of crisis intervention.
- D. Work with the Superintendent of Schools and the Director of Student Services for intervention -and/or problem solving in any of the areas that include health department functions.
- E. Provide supervision and liability coverage for school (health) personnel during an emergency or disaster event.
- F. To provide funds not to exceed \$150,000.00 to Lee County Schools for the purpose of supporting (one or more) (10, 11 or 12)-month nationally certified school nurse(s) or registered nurse(s) working toward certification to provide school nursing services for the 2024-2025 school year.
- G. Funding will be paid monthly upon submission of an invoice that specifies personnel and other allowable costs and that the Lee County Health Department shall pay Lee County Schools within thirty (30) days of receipt of the invoice. Any adjustments to the invoice shall be taken into account in the next succeeding invoice or as soon thereafter as reasonably practical.
- H. Funding may be used only for personnel costs (salary and fringe) and continuing education costs up to \$750 per School Nursing Funding Initiative position.

Division of Environmental Health will:

- A. Inspect school cafeterias as required by North Carolina General Statues.
- B. Review plans and make recommendations for new and existing water and sewage systems per request.
- D. Review plans and make recommendations for new or remodeled cafeterias as per request.
- E. Work with the Superintendent of Schools, Child Nutrition Director, and Child Nutrition Manager, if problems develop in any of the above areas.
- F. Provide educational sessions in cooperation with the Child Nutrition Director that relate to Environmental Health Procedures for food handlers and student classroom instructions per request.

The Lee County Schools will:

- A. Provide school health nurses and school health nurse services per Lee County School's protocols.
- B. Provide work areas in schools for provision of health care, as indicated.
- C. Provide access to necessary information requested for Environmental Health and EPI Investigations.
- D. Provide school personnel to assist the school health or public health nurse when needed for coordination of school health activities.
- E. Support the provision of school health services and involvement of the health department, as indicated.
- F. Request health in-service or follow-up on health issues, as indicated.
- G. Monitor immunization records of all students, K through 12, in accordance with state law.
- H. To provide a detailed budget (Attachment I) to the Health Department by School.
- I. To utilize funds not to exceed \$150,000.00 for the purpose of supporting (one or more) (10, 11 or 12)-month nationally certified school nurse(s) or registered nurse(s) working toward certification, to provide school nursing services for the 2024-2025 school year.
- J. To inform the Department of the employment of the nurses, and in the event of termination, whether voluntary or involuntary, and the date of termination within 4 working days of such action.
- K. To maintain documentation that each nurse employed under this contract is and remains current in his/her licensure as a Registered Nurse in good standing with the North Carolina Board of Nursing.
- L. To provide supervision within the Lee County Schools consistent with the annual Memorandum of Agreement.
- M. To assume the full responsibility for negligence of its employees that provide nursing services under the terms of this contract for the contract positions and for all nurses employed directly by the Lee County Schools but functioning under the direction of the annual Memorandum of Agreement.

- N. Be available to assist the county health department during a public health emergency.
- O. Assure that the Lee County Health Department/Lee County Schools Memorandum of Agreement that exists between all health districts and local education agencies clearly states that emergency/disaster activities by SNFI nurses is an allowable use of their time.

In witness whereof, the Lee County Schools and the Lee County Health Department have executed this agreement in duplicate originals, one of which is retained by each of the parties.

FOR AND ON BEHALF OF
LEE COUNTY HEALTH DEPARTMENT

FOR AND BEHALF OF
LEE COUNTY SCHOOLS

Spc Miller 6/4/24
County Manager Date

Superintendent Date

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

Candace Jensen 6/3/24
Lee County Finance Director Date

Lee County Schools Finance Director Date

FOR AND ON BEHALF OF LEE COUNTY

Jim D. Miller 6/13/24
Chair County Commissioner Date

Attachment I BUDGET

SNFI Contract Budget

I. SALARIES

Position Title	Name *	Annual Salary & Fringe	Type Position	Amount Paid by Local Agency	Amount Paid by State Contract
1. Nurse 1	Name		<input type="checkbox"/> 12-month <input type="checkbox"/> 11-month <input checked="" type="checkbox"/> 10-month		
2. Nurse 2	Name		<input type="checkbox"/> 12-month <input type="checkbox"/> 11-month <input checked="" type="checkbox"/> 10-month		
3. Nurse 3	Name		<input type="checkbox"/> 12-month <input type="checkbox"/> 11-month <input checked="" type="checkbox"/> 10-month		
TOTAL SALARY PAID BY CONTRACT					

* List VACANT if position not filled at the time of this report.

II. FRINGE

Position Title	Name *	Type and Rate	Amount Paid by Local Agency	Amount Paid by the State Contract
1. Nurse 1	Name	<input type="checkbox"/> Retirement Rate: 24.50%		
		<input type="checkbox"/> FICA Rate: 7.65%		
		<input type="checkbox"/> Medical Rate/Amount: \$		
		<input type="checkbox"/> Other: Rate:		
2. Nurse 2	Name	<input type="checkbox"/> Retirement Rate: 24.50%		
		<input type="checkbox"/> FICA Rate: 7.65%		
		<input type="checkbox"/> Medical Rate/Amount: \$		
		<input type="checkbox"/> Other: Rate:		
3. Nurse 3	Name	<input type="checkbox"/> Retirement Rate: %		
		<input type="checkbox"/> FICA Rate: %		
		<input type="checkbox"/> Medical Rate/Amount: \$		
		<input type="checkbox"/> Other: Rate:		
TOTAL FRINGE PAID BY CONTRACT				

*Fringe benefit amounts may change due to longevity, etc. that the employee may be eligible for during the school year.

Justification: Funds will be used to employ nationally certified school nurse(s) or registered nurse(s) working toward national certification to work full time in schools and enhance the local school district's capacity to provide basic health services to students.

III. Other

STAFF TRAVEL				
In-State		Total miles	Cost per mile	Total Cost
In-state Mileage				\$
		Number of nights	Cost per night	Total Cost
In-state Lodging				\$
	# of breakfasts	# of lunches	# of dinners	Total Cost (State rate)
State funded Meals, Instate				\$
Conference Registration				0.00

TRAINING PAID BY CONTRACT (If no funds are available after covering salary and fringe for these positions, leave at 0.00. If funds are available, the amount is limited to a total of \$750 per position. See Scope of Work for Allowable Costs)	0.00
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CONTRACT TOTAL AMOUNT	\$150,000
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UNIFIED GRANT APPLICATION

DBE GOOD FAITH EFFORTS CERTIFICATION

This is to certify that in all purchase and contract selections (*Legal Name of Transit Agency or Organization*) County of Lee is committed to and shall make good faith efforts to purchase from, and award contracts to, Disadvantaged Business Enterprises (DBEs).

DBE good faith efforts will include the following items that are indicated by check mark(s) or narrative:

Required by IMD	Check all that apply	Description
*	<input checked="" type="checkbox"/>	Write a letter/email to Certified DBEs in the service area to inform them of purchase or contract opportunities;
*	<input checked="" type="checkbox"/>	Document telephone calls, emails and correspondence with or on behalf of DBEs;
	<input checked="" type="checkbox"/>	Advertise purchase and contract opportunities on local TV Community Cable Network;
*	<input checked="" type="checkbox"/>	Request purchase/contract price quotes/bids from DBEs;
	<input checked="" type="checkbox"/>	Monitor newspapers for new businesses that are DBE eligible
*	<input checked="" type="checkbox"/>	Encourage interested eligible firms to become NCDOT certified. Interested firms should contact the office of contractual services at (919) 707-4800 for more information
*	<input checked="" type="checkbox"/>	Encourage interested firms to contact the Office of Historically Underutilized Businesses at (919) 807-2330 for more information
*	<input checked="" type="checkbox"/>	Consult NCDOT Certified DBE Directory. A DBE company will be listed in the DBE Directory for each work type or area of specialization that it performs. You may obtain a copy of this directory at https://www.ebs.nc.gov/VendorDirectory/default.html
	<input type="checkbox"/>	Describe other efforts:

You may obtain a copy of the USDOT Disadvantaged Business Enterprise Program Title 49 Part 26 at <https://www.ebs.nc.gov/VendorDirectory/default.html>

Reminder: Documentation of all good faith efforts shall be retained for a period of five (5) years following the end of the fiscal year.

I certify that, to the best of my knowledge, the above information describes the DBE good faith efforts.

Kirk D. Smith

Printed Name of Authorized Official



Signature of Authorized Official

Chair, Board of County Commissioners

Title of Authorized Official

05/18/24

Date

EEO QUESTIONNAIRE

Threshold Requirements: Any applicant, recipient, or sub-recipient is required to comply with program requirements in Chapter III if it meets the following thresholds:

- Employees 100 (+) or more transit-related employees*; and
- Requests or receives capital or operating assistance under Sections 3, 4(i), or 9 of the FTA; assistance under 23 U.S.C. 142(a)(2) or 23 U.S.C. 103(e)(4), or any combination thereof, in excess of \$1 million in the previous Federal fiscal year; or
- Request and receives planning assistance under Sections 8 and/or 9 in excess of \$250,000 in the previous Federal fiscal year.

Transit systems with 50 – 99 employees must keep a plan on file for review at next site visit.

Name of Organization:

Lee County (COLTS)

Organization Type:

Transit Agency

TrAMS ID: _____ (if applicable)

1. How many employees do you have in your organization?

422 FT 575 PT

2. How many of those employees are *transit related?

41

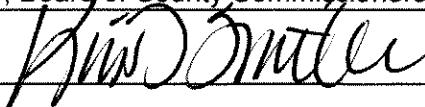
*A transit related employee is an employee of an FTA applicant, recipient, or subrecipient who is involved in an aspect of an agency's mass transit operation funded by FTA. For example, a city planner involved in a planning bus route would be counted as part of the recipient's work force, but a city planner involved in land use would not be counted.

**If EEO requirement is not applicable check here , sign below, and submit, otherwise complete remaining questions.

I declare (or certify, verify, or state) that the foregoing is true and correct.

Printed Name Kirk D. Smith

Title Chair, Board of County Commissioners

Signature 

Date 05/18/24

UNIFIED GRANT APPLICATION

3. Does your agency submit an EEO Program? _____
If yes, what is the date of your last submission? _____
4. Does your agency submit an Abbreviated EEO Program? _____
If yes, what is the date of your last submission? _____
5. Do you contract out any of your transit services? No _____
If no, skip to question 7. If yes,
a. What is the name of agency (s)?

b. How many transit employees does the agency have?

c. Does the agency submit an EEO Program/Abbreviated EEO Program to you?

If yes, what is the date of their last EEO/Abbreviated EEO submission?

6. What is the date of your last Triennial Review (If applicable)?

a. Were there any deficiencies? _____
If yes, in what area(s)

b. Are any of the deficiencies still open? _____
If yes, in what area(s)?

7. Has your agency participated in an EEO compliance review? If yes, what is the date of your last EEO compliance review? _____
a. Were there any deficiencies? _____

UNIFIED GRANT APPLICATION

If yes, in what area(s)

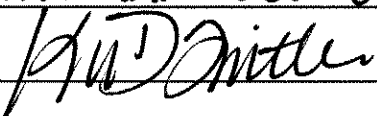
b. Are any of the deficiencies still open? _____

If yes, in what area(s)?

I declare (or certify, verify, or state) that the foregoing is true and correct.

Printed Name KIRK D. SMITH

Title CHAIRMAN LEE COUNTY COMMISSION

Signature 

Date 05/18/24



UNIFIED GRANT APPLICATION

**TITLE VI PROGRAM REPORT
SECTION 5311, 5310, 5339, Combined Capital, 5307 or State Funds Call for Projects**

Part A – No complaints or Lawsuits Filed
(Complete and sign either Part A or B, whichever is applicable; and Part C)

I certify that to the best of my knowledge, No complaints or lawsuits alleging discrimination have been filed against
County of Lee _____ (Legal Name of Transit Agency or Organization)
during the period **July 1, 2023 through June 30, 2024.**

Kirk D. Smith _____ Chair, Board of County Commissioners
Printed Name of Authorized Official Title of Authorized Official
Kirk D. Smith _____ 05/18/24 _____
Signature of Authorized Official Date

Part B – Complaints or Lawsuits Filed

I certify that to the best of my knowledge, the below described complaints or lawsuits alleging discrimination have been filed against
_____ (Legal Name of Transit Agency or Organization)
during the period **July 1, 2023 through June 30, 2024.**

Complainant Name/Address/Telephone Number	Date	Description	Status/Outcome

(Attach an additional page if required.)

_____ Title of Authorized Official
Signature of Authorized Official _____ Date

Part C - Title VI Plan

Do you currently have a Title VI Plan: Yes _____ Date of last plan update: 09/12/22 _____

UNIFIED GRANT APPLICATION

FY26 DELEGATION OF AUTHORITY

Date: 05/18/24

I Kirk D. Smith (Printed Name of Authorized Official)
Chair, Board of County Commissioners (Title of Authorized Official)
of Lee County (COLTS) (Authorized Official's Agency)
as the designated party for Lee County (COLTS)
(Grant Recipient/Application Agency) with authority to submit funding applications and enter into contracts with the North Carolina Department of Transportation and execute all agreements and contracts with the NCDOT Integrated Mobility Division, hereby delegate authority to the individual(s) filling the positions as indicated below:

Primary Designee: Melanie Rodgers
County of Lee Transit System

Reimbursement Requests: YES
Budget Revisions: YES
Budget Amendments: YES
Period of Performance Extensions: YES
Other: YES

Alternate Designee #1: Michelle Sharpe, Finance and Accounting Specialist
County of Lee Transit System

Reimbursement Requests: YES
Budget Revisions: YES
Budget Amendments: YES
Period of Performance Extensions: YES
Other: YES

Alternate Designee #2:

Reimbursement Requests: YES
Budget Revisions: YES
Budget Amendments: YES
Period of Performance Extensions: YES
Other: YES



Signature of Authorized Official



UNIFIED GRANT APPLICATION

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
INTEGRATED MOBILITY DIVISION

DBE/MBE/WBE/HUB ANTICIPATED VENDOR AWARDS in FY26

APPLICANT AGENCY: Lee County (COLTS)

PERIOD COVERED

E-MAIL ADDRESS: mrodgers@leecountync.gov

From: 07/01/2025

VENDOR NUMBER: 17636

To: 06/30/2026

We expect to utilize the following list of DBE/MBE/WBE/HUB Vendors in FY26:

DBE/MBE/WBE/HUB Vendor/Subcontractor's Name	Mailing Address City, State, Zip	ID# from NCDOT Website	Describe Service/ Item to be Purchased	Anticipated Expenditure (\$)
TOTAL				\$0

The above list includes the DBE/MBE/WBE/HUB Vendors the applicant expects to utilize in FY26. No

Kirk D. Smith

Principal Name of Authorized Official

Chair, Board of County Commissioners

Title of Authorized Official

Date

10-3-2024

Signature of Authorized Official

Contract # 1023-24 Fiscal Year Begins July 1, 2024 Ends June 30, 2025

This contract is hereby entered into by and between the Lee County Department of Social Services (the "County") and Empowering Lives Guardianship Services, LLC (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number is 27-3721789 and DUNS Number (required if funding from a federal funding source).

1. **Contract Documents:** This Contract consists of the following documents:
- (1) This contract
 - (2) The General Terms and Conditions (Attachment A)
 - (3) The Scope of Work, description of services, and rate (Attachment B)
 - (4) Combined Federal Certifications (Attachment C)
 - (5) Conflict of Interest Policy (Attachment D)
 - (6) No Overdue Taxes (Attachment E)
 - (7) *If applicable*, HIPAA Business Associate Addendum (checklist and forms) (Attachment I)
 - (8) State Certification (Attachment M)
 - (9) Certification of Eligibility Under the Iran Divestment Act
 - (10) Attachment N - Non-Discrimination, Clean Air, Clean Water
 - (11) Contract Determination Questionnaire (required)

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

2. **Precedence among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.
3. **Effective Period:** This contract shall be effective on July 1, 2024 and shall terminate on June 30, 2025, This contract must be twelve months or less.
4. **Contractor's Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.
5. **County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$ 33,000.00. This amount consists of \$ 0 in Federal funds (CFDA # _____), \$ 0 in State Funds, \$0 in County funds

- a. There are no matching requirements from the Contractor.
- b. The Contractor's matching requirement is \$ _____, which shall consist of:
- | | |
|-------------------------------------------|----------------------------------------------|
| <input type="checkbox"/> In-kind | <input type="checkbox"/> Cash |
| <input type="checkbox"/> Cash and In-kind | <input type="checkbox"/> Cash and/or In-kind |

The contributions from the Contractor shall be sourced from non-federal funds.
The total contract amount including any Contractor match shall not exceed \$ _____

6. **Reversion of Funds:**
Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

7. **Reporting Requirements:**

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

8. Payment Provisions:

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

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

For the County:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Takishia McMiller, DSS	Name & Title	Takishia McMiller, DSS
County	Director Lee	County	Director Lee
Mailing Address	PO Box 1066	Street Address	530 Carthage Street
City, State, Zip	Sanford, NC 27331	City, State, Zip	Sanford, NC 27331
Telephone	919-718-4690 ext 5257		
Fax	919-718-4634		
Email	anoel@leecountync.gov		

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Stacey Skradski, Member Mgr.	Name & Title	Stacey Skradski, Member Mgr.
Company Name	Empowering Lives Guardianship	Company Name	Empowering Lives Guardianship
Mailing Address	2554 Lewisville Clemmons Rd., Suite 310	Street Address	2554 Lewisville Clemmons Rd., Suite 310
City State Zip	Clemmons, NC 27012	City State Zip	Clemmons, NC 27012
Telephone	336-714-9790 ext. 1001		
Fax	1-855-771-8948		
Email	stacey@empoweringlivesguardianship.com		

10. Supplementation of Expenditure of Public Funds:

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

11. Disbursements:

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

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

12. Outsourcing to Other Countries:

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


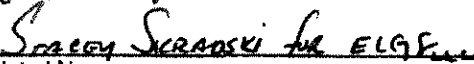
13. Federal Certifications:

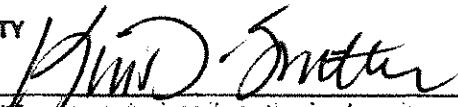
Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment,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

14. Specific Language Not Previously Addressed:
(can be deleted if not needed)


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

The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.


 Signature _____ Date 5/25/2024

 Printed Name _____ Title Manager/CoOwner

COUNTY 
 Signature _____ Date _____
 Printed Name Kirk Smith, Chair Lee County Board of Commissioners Title _____

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


 Signature of County Finance Officer _____ Date 6/3/24

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

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

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

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may: (a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor, or (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

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

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County, the State of North Carolina, and any of their officers, agents and employees, and Federal Government from any claims of third parties arising out of any act or omission of the Contractor in connection with the

performance of this contract to the extent permitted by law.

Default and Termination

Termination Without Cause: The County may terminate this contract without cause by giving 30 days written notice to the Contractor.

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

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

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

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

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations,

guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

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

Compliance with Applicable Laws

Compliance with Laws: The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

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

Confidentiality

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

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

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

During the performance of this contract, the contractor is to notify the County contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the County or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

Oversight

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

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the County. State 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. Records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the 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. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

Miscellaneous

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

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

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

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

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word

or phrase shall be read to include the plural and vice versa.

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

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

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

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

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

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

ATTACHMENT B – Scope of Work

**Federal Tax Id. or SSN 27-3721789
Contract # 1 24/25**

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Empowering Lives Guardianship Services, LLC
2. *If different* from Contract Administrator Information in General Contract:
Address

Telephone Number: Fax Number: Email:

3. Name of Program (s):

4. Status: Public Private, Not for Profit Private, For Profit

5. Contractor's Financial Reporting Year January through February

B. Explanation of Services to be provided and to whom (include SIS Service Code):

Adult Guardianship Services

C. Rate per unit of Service (define the unit):

1. If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)

2. Negotiated County Rate.

The Department of Social Services will pay Empowering Lives Guardianship Services, LLC a fee of \$275.00 per ward per month for a maximum of ten (10) wards during fiscal year 202~~4~~⁵ *2025*

D. Number of units to be provided:

E. Details of Billing process and Time Frames; Empowering Lives Guardianship Services, LLC will submit monthly invoices to the Department of Social Services. Invoices received by the 10th of the month will be paid by the last working day of the month. Empowering Lives Guardianship Services, LLC must provide guardianship services to a ward for at least the first day of the month for which payment is requested in order to receive payment for the named ward.

F. Area to be served/Delivery site(s): Lee County citizens to be served.

State of NC.

(Signature of County Authorized Person)

M. D. Miller
(Date Submitted)

(Signature of Contractor)

Step. Elmer
(Date Submitted) *05/27/2024*

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.

SA ELG
Signature

Menaya / B Owner
Title

EMPOWERING LIVES GUARDIANSHIP SERVICES LLC
Contractor Name

5/23/2024
Date

[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]

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:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. 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:
 - i. Abide by the terms of the statement; and
 - ii. 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 Department within ten days after receiving notice under subparagraph (d)(ii) 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)(ii), with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination; or
 - ii. 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):

Address

Street 2554 Lewisville Clemmons Rd, Ste 310

City, State, Zip Code Clemmons NC 27012

Street 1110 Nantuxo Dr, Ste 304

City, State, Zip Code Raleigh NC 27609

Communities throughout NC.

3. Contractor will inform the Department 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 department or agency with which this transaction originates 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 CFR 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 department 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 Nonprocurement 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 department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

1. 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.
2. 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.

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.

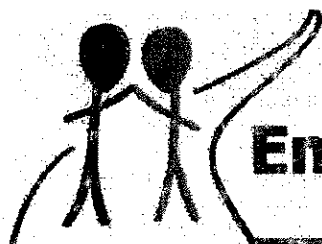
1. Identify the status of the covered Federal action.
2. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
3. 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 sub-award 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.
4. If the organization filing the report in Item 3 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
5. 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.
6. 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.
7. 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."
8. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the full name of the award/loan commitment for the prime entity identified in Item 4 or 5.
9. Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 3 to influence the covered Federal action.
 - (a) 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).
10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 3) to the lobbying entity (Item 9). 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.
11. 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.
12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
13. 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.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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 (0348-0045), Washington, D. C. 20503

Disclosure Of Lobbying Activities
(Approved by OMB 0344-0046)

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

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial Award <input type="checkbox"/> c. Post-Award	3. Report Type: <input type="checkbox"/> a. Initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ Quarter _____ Date Of Last Report: _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier (if known) _____ Congressional District (if known) _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District (if known) _____
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA Number (if applicable) _____	
8. Federal Action Number (if known) _____	9. Award Amount (if known) \$ _____	
10. a. Name and Address of Lobbying Entity <i>(if individual, last name, first name, MI):</i> <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i>	b. Individuals Performing Services (including address if different from No. 10a.) <i>(last name, first name, MI):</i> <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i>	
11. Amount of Payment (check all that apply): \$ _____ actual planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify: _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: Nature _____ Value _____	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): _____	
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
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.	Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____	
Federal Use Only		Authorized for Local Reproduction Standard Form - LLI



Empowering Lives

Guardianship Services, LLC

Fax: 855.771.8948 www.EmpoweringLivesGuardianship.com Crisis Line: Office, # 9 or 336.655.2580

Forsyth Office
2554 Lewisville Clemmons Rd,
#310
Clemmons, NC 27012
Winston: 336.714.9790

Raleigh Office
1110 Navaho Drive, #304
Raleigh, NC 27609
Raleigh: 919.799.2223

05/24/2024

To: State Agency Head and Chief Fiscal Officer

Certification:



I certify that Empowering Lives Guardianship Services LLC does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. I further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S. 143-34(b).

Sworn Statement:

Stacey Skradski being duly sworn, say that I am a Manager/Co-Owner of Empowering Lives Guardianship Services LLC of Clemmons in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of my knowledge and was made and subscribed by me. I also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.


Manager/Co-Owner

Sworn to and subscribed before me on the day of the date of said certification.



Lori A. Ackerman
NOTARY PUBLIC
Dare County, NC
My Commission Expires JULY 28, 2027

My Commission Expires: 7/28/2027

If there are any questions, please contact the state agency that provided your grant. If needed, you may contact the North Carolina Office of State Budget and Management: NCGrants@osbm.nc.gov (919)807-4795

¹ G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt; however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement.

CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY

State of North Carolina

County Dare

I, Lori A. Ackerman, Notary Public for said County and State, certify that

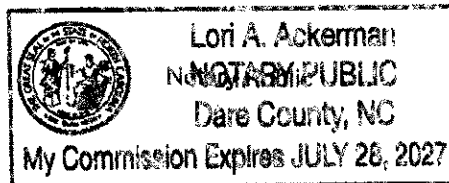
STACEY SKRADSKI personally appeared before me this day and acknowledged

that he/she is Manager/CoOwner of EMPOWERING LIVES GUARDIANSHIP SERVICES LLC [name of Organization]

and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the 24 day of May, 2024

Sworn to and subscribed before me this 24th day of May, 2024

[Signature]
(Official Seal)



My Commission expires July 28, 20 27

Instruction for Organization:

Sign and attach the following pages after adopted by the Board of Directors/Trustees or other governing body OR replace the following with the current adopted conflict of interest policy.

Empowering Lives
Name of Organization
[Signature]
Signature of Organization Official

Conflict of Interest Policy Example

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

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

F. **Violations of the Conflicts of Interest Policy** -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

G. Record of Conflict -- The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

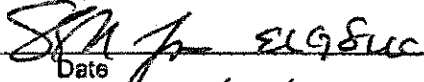
Approved by:

##ContractorName##

Name of Organization

EMPOWERING LIVES GUARDIANSHIP SERVICES LLC

Signature of Organization Official



Date

05/23/2024

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?statutes:133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ethicscommission.nc.gov/library/pdf/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: EMPOWERING LIFE GUARDIANSHIP SERVICES LLC

Contractor's Authorized Agent: Signature [Signature] Date 05/23/2024

Printed Name: Gregory J. [unclear] Title Manager/Co-Owner

Witness: Signature [Signature] Date 5/23/2024

Printed Name: JAYLE BEATTY Title NA

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

This document will be used to determine if you have a business associate relationship with a contractor. This form should be completed on all contracts that have a HIPAA covered health care component. This would include all health related information.

Contractor: _____ Contract Number: _____ Date: 5/23/2004

EMPOWERING LIVES

HIPAA ASSESSMENT FORM

Questions	Notes	Steps
1. Has a relationship been initiated Select allows the contractor to perform a function or activity for, or on behalf of, County Department of Social Services HIPAA covered health care component?		YES—Go to Question 2. NO—Stop. There is no business associate relationship.
2. Is the function or service to be rendered by the contractor on an activity other than treatment of clients?	NOTE: The sharing of Individually identifiable health information with another treatment contractor for treatment purposes only does not require a business associate agreement. See 45 CFR §164.502(e)(1)(ii)(A)	YES—Go to Question 3. NO—Stop. There is no business associate relationship.
3. Does the function or service to be rendered by the contractor involve the use or disclosure of the County Department of Social Services Individually identifiable health information?	NOTE: Data that does not contain A County Department of Social Services individually identifiable health information is not covered by HIPAA and thus does not have to be protected through a business associate agreement.	YES—Go to Question 4. NO—Stop. There is no business associate relationship.
4. Are the services rendered by staff from the contractor performed on the premises of the covered health care component, using the component's resources and following the component's policies and procedures?	NOTES: Whenever a service is rendered on the premises of a covered component, utilizing the component's resources and following the component's policies and procedures, the person rendering such services is considered a member of the component's workforce, and is required to comply with the component's privacy policies and procedures. No business associate agreement is required.	NO—Got Question 5. YES—Stop. There is not business associate relationship.
5. Is the contractor performing a type(s) of function/activity for or on the behalf of the County Department of Social Services HIPAA covered health	Check appropriate service(s): <input type="checkbox"/> Attorney Representing Agency <input type="checkbox"/> Benefits Management	YES—You have identified a business associate relationship. The specified function/activity, which involves the sharing of individually identifiable

<p>component that is directly related to the covered health component's continued operation?</p>	<input type="checkbox"/> Patient Accounts Billing <input type="checkbox"/> Claims Processing <input type="checkbox"/> Claims Administration <input type="checkbox"/> Bill Collections <input type="checkbox"/> Professional Services <input type="checkbox"/> Special Population Assessments <input type="checkbox"/> Data Analysis <input type="checkbox"/> Data Processing <input type="checkbox"/> Data Administration <input type="checkbox"/> JCAHO <input type="checkbox"/> Council on Accreditation <input type="checkbox"/> Re-pricing <input type="checkbox"/> Rate Setting <input type="checkbox"/> Practice Management <input type="checkbox"/> Software Support <input type="checkbox"/> Utilization Review <input type="checkbox"/> Quality Assurance Contract Analysis <input type="checkbox"/> Central Office Supervision <input type="checkbox"/> Security <input type="checkbox"/> Dietary <input type="checkbox"/> Machine Maintenance <input type="checkbox"/> Facility Maintenance <input type="checkbox"/> Landscaping <input type="checkbox"/> Housekeeping <input type="checkbox"/> Hardware Support <input type="checkbox"/> Audits/Surveys <input type="checkbox"/> Purchasing	<p>health information, is provided by the contractor. This constitutes a business associate relationship as such information must be protected the same as required of the HIPAA covered health care component. There are two types of business associate relationships: External Business Associate relationships: You have indentified an External business associate relationship if you are contracting with any entity outside city, county or state government. A <u>Business Associate Addendum</u> must be signed and included with the contract. If you are completing a Memorandum of Agreement (MOA) with a governmental entity the <u>Government Associate Addendum</u> must be utilized. NO—STOP. There is no business associate relationship.</p>
<p>ADDITIONAL REQUIRMENTS</p>		
<p>NOTE: Make sure all county requirements are met for internally notifying the correct parties for External and Internal Business Associates</p>		

Rev: 7-1-2013

The County of Lee North Carolina

Vendor/Contractor Name: EMPOWERING LIVES GUARDIANSHIP SERVICES LLC

**IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 147-86.59**

As of the date listed below, the Vendor/Contractor listed above certifies that they are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. Contractor/Vendor shall not utilize any subcontractor that is identified on the list.

**E-VERIFY CERTIFICATION
REQUIRED BY N.C.G.S. 143-48.5 & 147-33.95(g)**

As of the date listed below, the Vendor/Contractor listed above and all Vendor/Contractor's subcontractors certify that they are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina 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.

The undersigned hereby certifies that he/she is authorized by the entity listed above to make the foregoing statement.

SM for ELG LLC
Signature

Smey Saransi for ELG LLC
Printed Name

05/25/2024
Date

Manager/Owner
Printed Title

CONTRACT PROVIDER NAME: EMPOWERING LIVES GUARDIANSHIP SERVICES LLC

CONTRACT NUMBER: _____

CONTRACT PERIOD: July 1, 2024 - June 30, 2025

PROVIDER'S FISCAL YEAR: _____

**CONTRACT DETERMINATION QUESTIONNAIRE
(PURCHASE OF SERVICE VS. FINANCIAL ASSISTANCE)**

Instructions: Enter 5 points for each factor in either the yes or no column. Once the entire list has been completed tally the points in each column. The column with the most points should be a good indicator of the designation of the organization—either Financial Assistance (Grant) or Vendor (Purchase of Service).

Determination Factors	5 points	5 points
	Financial Assistance YES	Purchase of Service NO
1 Does the provider determine eligibility?		
2 Does the provider provide administrative functions such as Develop program standards procedures and rules?		
3 Does the provider provide administrative functions such as Program Planning?		
4 Does the provider provide administrative functions such as Monitoring?		
5 Does the provider provide administrative functions such as Program Evaluation?		
6 Does the provider provide administrative functions such as Program Compliance?		
7 Is the provider's performance measured against whether specific objectives are met?		
8 Do the provider and have responsibility for programmatic decision making?		
9 Is the provider's objective to carry out a public purpose to support an overall program objective?		
10 Does the provider have to submit a cost report to satisfy a cost reimbursement arrangement?		
11 Does the provider have any obligation to the funding authority other than the delivery of the specified goods/services?		
12 Does the provider operate in a noncompetitive environment?		
13 Does the provider provide these or similar goods and/or services only to the funding agency?		
14 Does the provide these or similar goods and/or services outside normal business operations?		
TOTAL	0	0

Note: The authorized individual(s) must place an X in one of the boxes below to indicate the type of contractual arrangement for this contract, then sign and date where indicated.

FINANCIAL ASSISTANCE

PURCHASE SERVICE

[Signature]
Signature of Authorized Programmatic Individual

05/23/2024
DATE

[Signature]
Signature of Authorized Administrative Individual

6-3-2024
DATE

**AMENDMENT TO COMMERCIAL LEASE AGREEMENT BETWEEN
LEE COUNTY GOVERNMENT AND THE CITY OF SANFORD**

THIS AMENDMENT, made this the 21st day of May, 2024, by and between Lee County Government ("Landlord") and the City of Sanford ("Tenant");

WHEREAS, the Landlord and Tenant entered into a commercial lease agreement dated June 20, 2022 whereby the Tenant agreed to lease from the Landlord certain identified space located in the Buggy Factory Building, 115 Chatham Street, Sanford, North Carolina;

WHEREAS, the Tenant has requested and is currently using approximately 1250 square feet of additional space as shown on Attachments A and B since the signing of the original lease;

WHEREAS, the Landlord and Tenant mutually desire to amend the lease agreement to include the additional rental space and appropriate rental payment as allowed by Provision 20 of the existing Lease;

NOW THEREFORE, in consideration of the mutual agreements and obligations of the parties, the Landlord and Tenant mutually agree as follows:

1. All prior provisions of the Commercial Lease Agreement dated June 20, 2022 are incorporated herein by reference and remain in full force and effect except as modified specifically by the provisions below.
2. New Attachments A and B are attached hereto and shall replace the former Attachments A and B and shall control the contract.
3. Provision 1 is modified as follows:
Terms and Rent. Landlord agrees to rent to Tenant the above-described premises, including common area, improvements, and renovations. The term of this Lease shall be for four years, commencing on July 1, 2022. The Tenant shall make monthly rent payments for the current space as shown on Attachments A and B to the Landlord at the address specified below:

Finance Director
115 Chatham Street
Suite 301
Sanford, NC 27330

The monthly rent shall be \$9,907.70. All rent payments must be paid on the first day of each month commencing on 7.1.24. Each year, the rent will be adjusted by an amount based on the consumer price index, southeast region, but in no event will the amount be greater than 3% in a given year. Landlord will notify Tenant by March 1 of the rent payments for the upcoming year.

Agreed to by the undersigned as representatives of their governmental agency.

LANDLORD: Lee County Government



Kirk D. Smith, Chairman
Lee County Board of Commissioners

ATTEST:

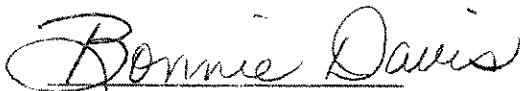

Hailey Hall
Clerk to the Board of Commissioners



TENANT: City of Sanford


Rebecca W. Salmon, Mayor
City of Sanford


ATTEST:


Bonnie Davis
Clerk to the City of Sanford

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


Candace Iceman, Lee County Finance Officer

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


Glenda Rosser, City of Sanford Finance Officer

FIRST AMENDMENT TO OCCUPATIONAL HEALTH SERVICES AGREEMENT

This First Amendment to Occupational Health Services Agreement (the "Amendment"), is made effective as of July 1, 2024 (the "Effective Date"), by and between DLP Central Carolina Medical Group, LLC ("Practice") and Lee County Government ("Client").

WHEREAS, Practice and Client entered into that certain Occupational Health Services Agreement effective as of August 29, 2023 (the "Agreement"); and

WHEREAS, any capitalized term used, but not otherwise defined, herein shall have the same meaning ascribed to such term as set forth in the Agreement; and

WHEREAS, Practice and Client have mutually agreed to extend the Term of the Agreement as more particularly set forth herein.

NOW THEREFORE, the Agreement is hereby amended as follows:

- 1. **Term of Agreement.** The Term of the Agreement is hereby extended for an additional year, and thus now continues through June 30, 2025.
- 2. **Miscellaneous.** Except as specifically amended herein, all terms and conditions of the Agreement shall remain in full force and effect, except as otherwise amended in writing. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Amendment. The counterparts of this Amendment may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

IN WITNESS WHEREOF, Practice and Client have duly executed this Amendment with an Effective Date as set forth above.

Client:

Practice:

DLP Central Carolina Medical Group, LLC




Lee County Government

Pamela J. Kane

Date: 10-3-2024

Date: _____

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



Finance Officer, Lee County

CONTRACT ADDENDUM
FOR CONTRACTS WITH ANY DEPARTMENT OF
LEE COUNTY GOVERNMENT

CONTRACTOR: DLP Central Carolina Medical Group, LLC

COUNTY DEPARTMENT: Human Resources Department

SUBJECT OF CONTRACT: Occupational Health Services HR Department

DATE/TERM OF CONTRACT: July 1, 2024 to June 30, 2025

Notwithstanding any provision contained in the above referenced Contract or Agreement which may be to the contrary, the following provisions are incorporated and shall apply, supplant and control:

Non-appropriation clause. Contractor acknowledges that Lee County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Lee County's obligations under this contract, then this contract shall automatically expire without penalty to Lee County thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Lee County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in the Lee County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Lee County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Lee County upon written notice to Contractor of such limitation or change in Lee County's legal authority.

Dispute Resolution/Jurisdiction/Venue. Any dispute arising under this Agreement may be settled by mediation in the State of North Carolina in accord with such procedures as may be available to units of local government under state law. No other dispute resolution procedures shall apply. Jurisdiction for any legal proceedings concerning this contract or agreement shall be in the state courts in the State of North Carolina. Venue for such proceedings shall be Lee County.

No pledge of taxing authority. No deficiency judgment may be rendered against Lee County or any agency of Lee County in any action for breach of a contractual obligation under this contract. The taxing power of the Lee County is not pledged directly or indirectly to secure any monies due under this contract.

Conflict of Interest: If this is a contract for design, engineering, contract administration or similar services, the Contractor will not enter into contracts or agreements with third parties that may present a potential for conflict of interest between Lee County and the third parties regarding the subject matter of this Contract or Agreement.

Compliance with E-Verify requirements: The Contractor and any of its subcontractors must comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, if applicable, which requires certain employers to verify the work authorization of each newly hired employee through the federal

E-Verify program operated by the United States Department of Homeland Security and other federal agencies.

Divestment from companies that boycott Israel: Contractor certifies that (a) it is not identified on the Israel Boycott List or any other list created by the NC State Treasurer pursuant to N.C.G.S. 147—86.80 et al and (b) it will not take any action causing it to appear on any such list during the term of the contract agreement.

Iran Divestment Act Certification. The Contractor certifies that the Contractor is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58 (the Final Divestment List) and the Contractor will not utilize any subcontractors performing work under this Contract which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address and should be updated every 180 days.

Non-Discrimination in Employment. The Contractor will not discriminate again any employee or applicant for employment because of age, sex, race, creed, national origin or disability. In the event Contractor is determined by the final order of an appropriate agency or court to be in violation of this provision or any non-discrimination provision of federal, state or local law, this Contract may be suspended or terminated, in whole or in part by the County. In addition, the Contractor may be declared ineligible for further contracts with the County.

Indemnification: The Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, directors and employees (collective, County) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Contractor's negligent performance of services under this Agreement and that of its subcontractors or anyone for whom the Contractor is legally liable.

Drug-Free Workplace. During the performance of this agreement, the Contractor agrees to (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees of the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in its workplace and specifying the actions that will be taken against employees for violations of such prohibitions, (iii) state in all solicitations or advertisements for employees placed by or on its behalf that it maintains a drug-free workplace; (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00 so that the provisions will be binding upon each subcontractor or vendor.

Gov Ops. Contractor acknowledges that by contracting with Lee County and receiving public funds, they may be subject to potential examination, evaluation and investigation, including access to buildings and documents and compelled testimony, by the Joint Legislative Commission on Governmental Operations under Section 27.10(b) of North Carolina S.L. 2023-134. Contractor acknowledges that Lee County has no control over the Commission and its activities.

For the CONTRACTOR: _____ Title: _____

For LEE COUNTY: Kevin D. Smith Title: CHAIRMAN LEE COUNTY COMMISSION

OCCUPATIONAL HEALTH SERVICES AGREEMENT

This Occupational Health Services Agreement (the "Agreement") is made and executed on the dates set forth below the parties' signatures, to be made effective on the last date of signature (the "Effective Date"), by and between DLP Central Carolina Medical Group, LLC (the "Practice") and Lee County Government (the "Client").

RECITALS:

WHEREAS, Client desires to effectively contain operational expenses and increase organizational productivity by providing certain occupational health services to its eligible employees;

WHEREAS, Client is in need of providers that are qualified and duly licensed to provide such occupational health services to its eligible employees;

WHEREAS, Practice employs or otherwise contracts with certain health care providers who are qualified and duly licensed to provide occupational health services; and

WHEREAS, Client desires to acquire certain occupational health services from Provider, and Provider desires to provide such services to Client as more particularly set forth herein.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1 - Description of Services.

1.1 Services. Practice will provide the occupational health services as set forth in Exhibit A, attached hereto and incorporated herein by reference to Client's eligible employees. Practice will provide Medical Directorship oversight of the occupational health services program as set forth in Exhibit B, attached hereto and incorporated herein by reference (collectively, the "Services").

Section 2 - Compensation; Billing.

2.1 Compensation. In consideration of the Services provided by Practice hereunder, Client shall pay Practice the fees set forth in Exhibit A (the "Compensation"). The parties acknowledge and agree that the Compensation being paid by Client hereunder is fair market value for the services being provided by Practice and that such Compensation has not been determined in a manner that takes into account the volume or value of patient referrals or health care business generated between Client and Practice and/or any of their affiliates.

2.2 Billing. Practice will be responsible to submit invoices directly to Client for whom the services are provided based on Practice's then-current policies. Invoices submitted by Practice shall be rendered to Client on a monthly basis, and payment shall be due thirty (30) days from Client's receipt of such invoices. Each invoice shall indicate the Services provided and rate charged to Client.

Section 3 - Term; Termination.

3.1 Term. This Agreement shall commence on the Effective Date and shall continue for a period of one (1) year thereafter (the "Initial Term").

3.2 Termination Without Cause. Either party may terminate this Agreement, without cause, by providing not less than sixty (60) days' prior written notice stating the intended date of termination. In the event that either party terminates this Agreement during the first year of the Initial Term, the parties shall not enter into a different agreement for the same services until the first anniversary of the Effective Date.

3.3 Termination by Practice. Without limiting any of Practice's other termination rights under this Agreement, Practice may immediately terminate this Agreement in the event that: (a) Client, if applicable, undergoes a general assignment for benefit of creditors, files a petition for relief in bankruptcy or under similar laws for the protection of debtors, or upon the initiation of such proceedings against Client if the same are not dismissed within forty-five (45) days of service; (b) Medicare, Medicaid, or any other

federal, state, or local legislative or regulatory authority adopts any rule, regulation, policy, procedure or interpretation thereof that, on advice of Practice's fiscal or legal counsel, requires that this Agreement or any Exhibit be terminated; or (c) Practice closes or loses Medicare certification.

3.4 Termination for Material Breach. In addition to any other termination rights that either party may have under this Agreement, either party may terminate this Agreement at any time in the event the other party engages in an act or omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the breaching party with written notice specifying the nature of the breach. The breaching party shall then have twenty (20) days from the date of the notice in which to remedy the breach and conform its conduct to this Agreement or the applicable Exhibit(s). If such corrective action is not taken within the time specified, this Agreement shall terminate at the end of the twenty (20) day period without further notice or demand.

3.5 Effect of Termination. Upon any termination of this Agreement, neither party shall have further rights against, or obligations to, the other party except with respect to any rights or obligations accruing prior to the date and time of termination and any obligations, promises or agreements that expressly extend beyond the termination, including, but not limited to, those set out in Section 5, 6.6, and 6.8.

Section 4 - Change of Circumstances.

4.1 In the event that Medicare, Medicaid, any third party payor or any federal, state or local legislative or regulatory authority adopts any law, rule, regulation, policy, procedure or interpretation thereof that establishes a material change to the manner of either party's operations under this Agreement or an Exhibit and/or the costs related thereto, then upon the request of either party materially affected by any such change in circumstances, the parties shall enter into good faith negotiations for the purpose of establishing such amendments or modifications as may be appropriate in order to accommodate the new requirements and change of circumstances while preserving the original intent of this Agreement and/or the applicable Exhibit(s) to the greatest extent possible. If, after thirty (30) days of such negotiations, the parties are unable to reach an agreement as to how or whether this Agreement and/or the applicable Exhibit(s) shall continue, then either party may terminate this Agreement and/or the applicable Exhibit(s) upon thirty (30) days' prior written notice.

Section 5 - Insurance; Indemnification.

5.1 To the extent provided by the law, each party hereby agrees to indemnify (the "Indemnifying Party") and hold harmless the other party (the "Indemnified Party") from and against any claim, damage, loss, expense, liability, obligation, action or cause of action, including reasonable attorneys' fees and reasonable costs of investigation, that the Indemnified Party may sustain, pay, suffer or incur by reason of any negligent act or omission of the Indemnifying Party in connection with services provided and duties undertaken under this Agreement, including any claims for personal injury or wrongful death.

5.2 Client and Practice shall each (i) maintain in force at all pertinent times at each party's sole expense a policy of general and professional liability insurance in the minimum amount of One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, ~~Three~~ Two Million and 00/100 Dollars (\$2,000,000.00) in the annual aggregate and (ii) if applicable, participate in the appropriate state compensation fund. Each party shall also maintain workers' compensation insurance for its employees in accordance with applicable State requirements. Each party shall furnish, at the other party's request, certificate(s) of insurance evidencing the aforementioned coverage.

5.3 Each party agrees, and it is the stated intent of each party, that they shall only be liable to the other party under this Section for the proportionate liability or representative share of negligence allocated to such party based on the negligent acts or omissions of each party. If such allocation is not determined by a court of competent jurisdiction and the parties in good faith are otherwise unable to agree to such allocations, either party hereto may bring an action, including a summary or expedited proceeding, to compel binding arbitration of such matter.

5.4 Each party specifically reserves any common law right of indemnity and/or contribution that either party may have against the other.

Section 6 - Miscellaneous.

6.1 Entire Agreement; Amendment; Counterparts. This Agreement contains the entire agreement of the parties hereto and supersedes all prior agreements, contracts and understandings, whether written or otherwise, between the parties relating to the subject matter hereof and may not be amended or modified except by the mutual written agreement of the parties. This Agreement may each be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6.2 Partial Invalidity; Waiver. In the event any provision of this Agreement is found to be legally invalid or unenforceable for any reason, the remaining provisions of the Agreement shall remain in full force and effect provided the fundamental rights and obligations remain reasonably unaffected. A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

6.3 Assignment. Client may not assign any of its rights or obligations hereunder without the prior written consent of Practice. Practice may assign this Agreement to any successor to all, or substantially all, of Practice's operating assets or to any affiliate of Practice. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

6.4 Independent Contractor. The parties are performing services and duties under this Agreement as independent contractors and not as employees, agents, partners of, or joint ventures with the other.

6.5 Regulatory Requirements. The parties expressly agree that nothing contained in this Agreement shall require either party to refer or admit any patients to, or order any goods or services from the other. Notwithstanding any unanticipated effect of any provision of this Agreement, neither party will knowingly or intentionally conduct itself in such a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs (42 U.S.C. § 1320a-7b).

6.6 Access to Records. As and to the extent required by law, upon the written request of the Secretary of Health and Human Services, the Comptroller General or any of their duly authorized representatives, each party shall make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available for up to four (4) years after the rendering of such services. If a party carries out any of the duties of this Agreement through a subcontract with a value of \$10,000.00 or more over a twelve (12) month period with a related individual or organization, such party agrees to include this requirement in any such subcontract. This section is included pursuant to and is governed by the requirements of 42 U.S.C. § 1395x(v)(1) and the regulations thereto. No attorney-client, accountant-client, or other legal privilege will be deemed to have been waived by either party by virtue of this Agreement.

6.7 Notices. Any notice required or permitted to be given hereunder shall be in writing and may be given by: (1) hand delivery and shall be deemed given on the date of delivery; (2) registered or certified mail and shall be deemed given the third day following the date of mailing; or (3) overnight delivery by reputable overnight delivery service such as Federal Express or UPS and shall be deemed given the following day. All notices to Client or Practice shall be addressed to Client's Address and Practice's Address as set forth on the signature page of Agreement, together with a required copy to 330 Seven Springs Way, Brentwood, TN 37027, Attention: Chief Legal Officer.

6.8 Alternate Dispute Resolution. The parties firmly desire to resolve all disputes arising hereunder without resort to litigation in order to protect their respective business reputations and the confidential nature of certain aspects of their relationship. Accordingly, any controversy or claim arising out of or relating to this Agreement shall be settled by arbitration administered by the American Health Lawyers Association in accordance with its rules. The award or decision rendered by the arbitrator will be final, binding, and conclusive, and judgment may be entered upon such award by any court of competent jurisdiction. The arbitration process itself, and any other information or disclosures revealed by either party to the arbitrator or to the other party during the arbitration process will be confidential. No disclosure of the award shall be made by the parties except as required by the law or as necessary or appropriate to effectuate the terms thereof. The location of such arbitration shall be in the city where the Practice is located unless the parties mutually agree to another location. The dispute shall be governed by the laws of the State. Further, the prevailing party shall be entitled to recover all costs and expenses associated with arbitration, including reasonable attorneys' fees. If the arbitrator determines that neither party has substantively prevailed, the parties shall bear equally the fees and costs of the arbitrator and the related expense of arbitration. This section specifically survives the termination of this Agreement.

6.9 Third-Party Beneficiaries. This Agreement is entered into for the sole benefit of Practice and Client. Nothing contained herein or in the parties' course of dealings shall be construed as conferring any third-party beneficiary status on any person or entity not a party to this Agreement, including, without limitation, any of Client's eligible employees.

6.10 Confidentiality. To the maximum extent allowed by law and to the extent consistent with Client's legal obligations as a local government, Client acknowledges and agrees that this Agreement is confidential. Neither Client nor any of its employees, agents, or representatives shall disclose this Agreement or any terms hereof to any third parties except as may be necessary to obtain advice and counseling from its attorneys, accountants or financial advisors or as may otherwise be required through legal process. Additionally, during the term of this Agreement, Client will have access to and become acquainted with confidential information and trade secrets of Practice, including information and data relating to payor contracts and accounts, clients, patients, patient groups, patient lists, billing practices and procedures, business techniques and methods, strategic plans, operations and related data (collectively, "Trade Secrets"). All Trade Secrets are the property of Practice and used in the course of Practice's business, and shall be proprietary information protected under the Uniform Trade Secrets Act. Neither Client nor any of its employees, agents, or representatives shall disclose to any person or entity, directly or indirectly, either during the term of this Agreement or at any time thereafter, any Trade Secrets, or use any Trade Secrets other than in the course of provision of services under this Agreement.

6.11 Governing Law. This Agreement shall be governed by the laws of the state in which Practice is located (the "State").

6.12 Compliance. Client represents and warrants that (i) neither it nor any of its officers, directors, or managing employees is excluded, debarred or otherwise ineligible to participate in Medicare, Medicaid or any other federal or state healthcare programs or in any federal or state procurement or non-procurement programs; and (ii) neither it nor any of its officers, directors, or managing employees has been convicted of a criminal offense related to the provision of federal health care items or services that could lead to debarment or exclusion. Client acknowledges and agrees this is an ongoing representation and warranty and a material term of the Agreement. Any breach or nonfulfillment of same will entitle Practice to immediately terminate this Agreement.

6.13 Non-Discrimination. Neither party shall discriminate against any person on the basis of race, color, national origin, disability or age in admission, treatment, program participation, services, activities or employment.

6.14 Master Contract Database. To the extent required by 42 C.F.R. § 411.357(d)(1)(ii), all service agreements between Practice and Client are maintained electronically in a master contract database that is maintained and updated centrally and is available for review upon request by an authorized governmental official.

6.15 Promotion/Publication. Neither party shall use the name of the other party or the name of other party's parent company, subsidiaries, or affiliated facilities in any advertisement, press statement, or release, website, published customer list, or any publication or dissemination similar to the foregoing without receiving in advance the express written permission from the other party. Any request for permission should include the complete text of the publication, statement, or document in which the name usage will appear and be subject to edit by the other party.

6.16 Physician Ownership. Client represents and warrants, at the time of execution of this Agreement, that none of its owners are physicians (publicly-traded stock excepted), that create, or might create, a referral relationship to the Practice in violation of the federal and state fraud and abuse laws and regulations; and further, that for the duration of this Agreement, Client shall notify the Practice of any change in its ownership structure that would result in the creation of such a referral relationship.

6.17 HIPAA. Practice is being engaged solely for the provision of professional services, which the parties agree constitute a "treatment use" of "protected health information." Practice will inform Client in the event that Practice is asked to perform any administrative services that would make Practice a business associate of Client (as defined under the federal privacy regulations set forth at 45 C.F.R. Part 160 and Part 164 (the "HIPAA Privacy Regulations")). In the event that Practice is deemed a business associate of Client, Client and Practice will enter into Practice's form Business Associate Agreement.

[signatures appear on following page]

IN WITNESS WHEREOF, Practice and Client have duly executed this Agreement as of the dates set forth below, and each of the foregoing certifies that:

- 1) As of the date of the signatures below, this Agreement constitutes a binding agreement to perform services as of the Effective Date and may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument;
- 2) The compensation arrangement is established at fair market value for the Services to be rendered, and this Agreement is for Services that are needed and reasonable in scope;
- 3) This Agreement supersedes all prior agreements, contracts and understandings, whether written or otherwise, between the parties relating to the subject matter hereof and does not condition the payment or the arrangement on the volume or value of any referrals or other business generated between the parties;
- 4) Until the Agreement is listed in Practice's Master Contract Database to the extent required by 42 C.F.R. § 411.357(d)(1)(ii), no payment shall be made nor services accepted under this Agreement; and
- 5) Upon the Effective Date of this Agreement, no payments shall be made and no services accepted beyond the terms of this Agreement or the terms of other company-approved agreements between the parties.

DLP Central Carolina Medical Group, LLC	
DocuSigned by:	
By:	<i>Pamela J. Kane</i>
26CFE62A1F154EB...	
Name:	Pamela J. Kane
Date:	8/29/2023

Lee County Government	
KIRK D. SMITH	
By:	<i>Kirk D. Smith</i>
Title:	BOARD CHAIRMAN
Date:	08/21/2023
Address:	408 SUMMIT DR

JANFORD, NC 27330

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

Candace Jaman

Finance Officer, Lee County

OCCUPATIONAL HEALTH SERVICES

EXHIBIT A

This Occupational Health Services Addendum (the "Addendum") is attached to, made a part of, and executed simultaneously with that certain Agreement between the undersigned of even date herewith.

Section 1 - Services Generally.

Practice will support Client in its goals to effectively contain operational expenses and increase organizational productivity by providing occupational health services to Client and Client's eligible employees. Such occupational health services shall be limited to those occupational health services that are provided by Practice to its other similarly situated patients and will include those set forth on Exhibit B. As part of the Services, Practice shall provide guidance and resources in efforts to optimize the clinical experience for both Client and its eligible employees. In addition, Practice will collaborate with Client to develop a mutually agreeable care delivery system that is intended to meet the reasonable Service needs of Client and its eligible employees and will introduce new evidence-based practices as they become available.

Section 2 - Eligible Employees.

In order to be eligible to receive Services under this Agreement, a person must (i) be a current employee of Client upon the day of treatment or appointment (excluding retirees, volunteers, interns, etc.) and (ii) provide Client-provided employee identification when seeking treatment under this Agreement (each such eligible employee an "Employee" and collectively, the "Employees"). Spouses and/or dependents of Employees are not eligible to receive services under this Agreement.

Section 3 - Providers.

To facilitate the provision of occupational health services to the Employees hereunder, Practice will make available certain of its providers (each, a "Provider" and collectively, the "Providers") to provide such services. The Providers will be Practice employees or contractors, where all credentialing, supervision, and associated labor costs will be the responsibility of Practice.

Section 4 - Hours of Operation.

Practice shall provide the Services on a schedule as mutually agreed upon by both parties a minimum average of Twenty (20) hours per week (the "Hours of Operation"). The Hours of Operation may be changed as needed, subject to the mutual agreement of both parties. Patients seeking care for personal and/or work-related injuries and illnesses outside of the Hours of Operation shall seek care at a hospital emergency room or 911 for emergent matters. For non-emergent personal and/or work-related injuries and illnesses needing immediate attention outside of the Hours of Operation, Client's employees shall seek care from their primary care physicians' offices and/or an urgent care center.

Section 5 - Emergencies.

All emergent matters shall be handled by calling 911. Practice shall not assume authority of the patient's care in these situations and shall follow the protocol as mutually agreed upon by Practice and Client. The Providers can facilitate the transfer of patients to Practice's emergency department, but the parties acknowledge and agree that the Employees have the freedom to choose any hospital, emergency department, or health care provider for their choosing.

Section 6 - Consent and Authorization.

Employees receiving Services under this Agreement will (i) provide a signed Consent for Treatment form to one of the Providers and (ii) provide written authorization to one of the Providers which allows Practice, the Providers, and the Practice's other representatives to communicate with the Client and the Employee's their primary and/or ancillary provider(s) regarding the Services provided to the Employee pursuant to this Agreement.

Section 7 - Supplies.

Client shall provide any expendable supplies, equipment, and services necessary for the proper operation of the Services. Additionally, Client shall be responsible for the maintenance and all associated costs of medications, vaccines, immunizations, etc. for the proper operation of Services.

Section 8 - Location of Services.

Practice and the Providers will provide the Services at The Client's employee health clinic located on Client's property, or other agreed-upon location, where all associated Practice costs will be the responsibility of Client. The Practice and the Providers will have access to Client telephone and internet networks at no additional fees to Practice.

Section 9 - Compensation.

In consideration of the Services provided by Practice under the Agreement, Client shall pay Practice in accordance with the following:

PROVIDER FEES	ANNUAL FEE
Provider Fee (Nurse Practitioner & Medical Assistant)	\$134,160
ADDITIONAL FEES	ANNUAL FEE
Medical Directorship	\$12,000

ANNUAL TOTAL	\$146,160
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Section 10 - Miscellaneous.

Capitalized terms used in this Addendum shall have the same meanings as in the Agreement unless otherwise defined herein.

Section 11 - Signatures and Approvals.

Each of the undersigned hereby certifies:

- 1) I have reviewed the Addendum described above;
- 2) As of the date of the signatures below, this Addendum constitutes a binding agreement to perform Services as of the Effective Date.
- 3) The compensation arrangement is established at fair market value for the Services to be rendered; and
- 4) There are no agreements or understandings, whether written or oral, that condition the compensation on the volume or value of any referrals or other business generated between the parties.

DLP Central Carolina Medical Group, LLC	
DocuSigned by:	
By:	<i>Pamela J. Kane</i>
76EE82A1E15AEB	
Name:	Pamela J. Kane
Date:	8/29/2023

Lee County Government <i>KIRK D. SMITH</i>	
By:	<i>Kirk D. Smith</i>
Title:	<i>BOARD CHAIRMAN</i>
Date:	<i>408 SUMMIT DRIVE</i>

SANFORD, NC 27330

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

Candace Seaman
 Finance Officer, Lee County

EXHIBIT B
Medical Director Services

Physician shall serve as the Medical Director for Lee County Health Department Employer's Occupational Health Program (as used herein, the "Program"). Physician shall (i) provide direction in all phases of patient care; (ii) actively support the Program; and (iii) provide the necessary physician coverage, without limitation, for the Program. Physician shall perform the following specific duties related to the medical directorship (the "Medical Director Services")

- A. Perform annual review of lab services and lab procedures manual.
- B. Review charts for the Program in accordance with completion, that services are appropriate, and notations are accurate and that they follow all applicable laws and regulations.
- C. Ensure all applicable laws, regulations, and/or statutes applying to non-physician practitioners are followed.
- D. Participate as requested in the administrative functions as necessary to ensure the effective and efficient management of the Program.
- E. Participate as requested in Program's plans and programs adopted to assess and improve the quality and efficiency of Program's services, including, but not limited to, quality assessment and improvement, utilization review, risk management, and infection control.
- F. Provide such supervision, management, and oversight to the Program to assure that the professional services rendered meet or exceed accepted standards of care.
- G. Participate as requested in the long-range planning of Program, including, but not limited to, equipment selection, budgeting, and staffing.
- H. Provide medical consultation to the Director and other managerial staff to assure that administrative procedures are compatible with medical practices.
- I. Provide medical consultation to the Nursing Supervisor in matters of medical practices.
- J. Inform Director or their designee of planned absence from the community at least 2-weeks prior to absence and make arrangement for a back-up during absences.
- K. Provide protocols, clinical policies, seven-day telephone consultation, and other written as well as verbal instructions for nurse practitioners, registered nurses, lab technicians and sanitarians to assure compliance with general accepted legal, ethical, and professional norms.
- L. Cooperate with Program regarding administrative, operational or personnel problems in the Program and promptly inform Program leadership.
- M. Assist Program with all regulatory issues pertaining to the medical services provided by Central Carolina Medical Group as well as those required for services provided by the Program.
- N. Assure the maintenance of accurate, complete, and timely patient and other records regarding the services to facilitate the delivery of quality patient care and provide the information required for Program to obtain payment for its services.
- O. Perform all other duties as reasonably assigned by Employer Program that pertain to the Medical Director Services and align with Physician's qualifications.

**AMENDED RESOLUTION AUTHORIZING THE SALE OF PROPERTY
LOCATED AT 1413 TEXAS SQUARE**

WHEREAS, the County of Lee owns certain vacant property located at 1413 Texas Square, PIN number 9670-25-5246-00, Lee County, North Carolina, as shown on a deed recorded in Deed Book 1284, Page 946, 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 \$7,500.00; and,

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

WHEREAS, the amount of fees and taxes owed on the property as the result of such sale is \$2,428.24; 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 Billy Wicker, III ("Offeror") on February 13, 2024 to purchase the property described above in the amount of \$2,428.24, plus any advertising costs,

WHEREAS, the Lee County Board of Commissioners accepted the initial offer on March 18, 2024 and authorized staff to advertise the initial offer; and,

WHEREAS, on March 23, 2024 the initial offer was advertised in *The Sanford Herald*, starting the 10-day upset sealed bid period; and,

WHEREAS, the County received an upset bid offer from Jamie Campbell on March 26, 2024 during the 10-day upset bid period for \$2,750.00 which offer was advertised in *The Sanford Herald* on April 6, 2024 starting the 10-day upset sealed bid period; and,

WHEREAS, the County received an upset bid offer from Billy Wicker, III on April 15, 2024 during the 10-day upset sealed bid period for \$2,937.50 which offer was advertised in *The Sanford Herald* on April 20, 2024 starting the 10-day upset sealed bid period;

WHEREAS, no upset bids were received during the 10-day upset sealed bid period and the upset bid offer of \$2,937.50 from Billy Wicker, III 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 \$ 2,937.50 from Billy Wicker, III.

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. The Buyer pays the recording fee.
- 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. The Buyer must pay all advertising costs over \$200.00.
- e. The County Attorney does not perform title searches on the property and the Offeror can and is encouraged to retain their own attorney to perform such title search.
- f. The Buyer takes the property subject to any easements, encroachments, encumbrances, environmental conditions, boundary issues, restrictive covenants, title issues, or other property conditions, known or unknown.
- g. The Buyer takes the property subject to the current Homeowner's Dues of \$400.00 which will be pro-rated at closing.

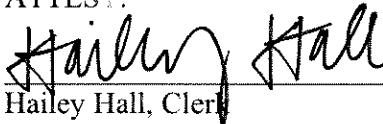
3. The County Manager, the Chair of the Board of Commissioners and all other appropriate County officials are authorized to execute the necessary instruments to effectuate the conveyance.

Dated this the 3rd day of June, 2024.



Kirk D. Smith, Chairman
Lee County Board of Commissioners

ATTEST:



Hailey Hall, Clerk
Lee County Board of Commissioners





June 3, 2024

Senator Jim Burgin
NC General Assembly
300 N. Salisbury Street, Rm. 620
Raleigh, NC 27603

RE: Lee County VIPER Project

Dear Senator Burgin,

Lee County Government is in the planning process for the implementation of VIPER radio service in Lee County. This is intended to help first responders including those in law enforcement, EMS, and fire to have improved service availability and increased interoperability among agencies. This will ultimately improve service level response for incidents that occur in Lee County and surrounding areas and support the capacity for mutual aid and incidents that involve multi-agency response. As we stand today, EMS and Fire communicate through VHF frequencies, and law enforcement communicates through UHF with these agencies having limited means to bridge these communications between parties that communicate on different frequencies. VIPER will also allow for interoperable communications with neighboring county aid resources that we currently only have limited communications with, which will further benefit the County by improving safe and effective regional response to emergencies.

The VIPER project will provide the opportunity to address and improve service expansion and interoperability of communications. Lee County is thankful to be supported by the infrastructure installed in surrounding counties in Central North Carolina including Moore, Chatham, Harnett and Wake, that will help support this project. We are now in the late planning stages of the project and have encountered unanticipated expenses associated with infrastructure upgrades mainly in connection with Time Division Multiple Access or TDMA requirements. This mandate will require all radios and infrastructure on the VIPER system to be TDMA ready by July 1, 2025. TDMA will allow for each channel on the system to support voice radio traffic to allow for the capacity of concurrent voice conversations without needing additional base stations to address the need for growth.

Outside of the funding we had originally planned for as a part of the project, we have been informed by Motorola that infrastructure upgrades that will be required in surrounding counties to support the TDMA requirement and allow our project to continue to move forward will be an additional \$2,800,000 of unplanned expense. This added expense could be potentially detrimental to the project, however we have been informed that a request has been made by the NC Highway Patrol for the allocation of \$20,000,000 to address the mandated

upgrade across the state, which would be a meaningful application of funds that would have a widespread impact to improving first responder communications. If this funding is granted, it would ensure the continued momentum for completion of the VIPER implementation project in Lee County. We would respectfully request your support for this funding as a meaningful way to have widespread impact to some of the challenges of first responder service as it relates to communication across the state as all of our agencies continue to experience the challenges that are brought on by growth including the need for more automatic aid between departments and service availability in what was once rural areas that are now being impacted by development. We look forward to the opportunity to meet with you at County Advocacy days in June and would welcome an opportunity to further discuss this opportunity and any questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "Kirk D. Smith". The signature is fluid and cursive, with the first name "Kirk" and last name "Smith" clearly legible.

Kirk D. Smith, Chairman
Lee County Board of Commissioners
ksmith@leecountync.gov



June 3, 2024

Representative John Sauls
NC General Assembly
300 N. Salisbury Street, Rm. 408
Raleigh, NC 27603

RE: Lee County VIPER Project

Dear Representative Sauls,

Lee County Government is in the planning process for the implementation of VIPER radio service in Lee County. This is intended to help first responders including those in law enforcement, EMS, and fire to have improved service availability and increased interoperability among agencies. This will ultimately improve service level response for incidents that occur in Lee County and surrounding areas and support the capacity for mutual aid and incidents that involve multi-agency response. As we stand today, EMS and Fire communicate through VHF frequencies, and law enforcement communicates through UHF with these agencies having limited means to bridge these communications between parties that communicate on different frequencies. VIPER will also allow for interoperable communications with neighboring county aid resources that we currently only have limited communications with, which will further benefit the County by improving safe and effective regional response to emergencies.

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upgrade across the state, which would be a meaningful application of funds that would have a widespread impact to improving first responder communications. If this funding is granted, it would ensure the continued momentum for completion of the VIPER implementation project in Lee County. We would respectfully request your support for this funding as a meaningful way to have widespread impact to some of the challenges of first responder service as it relates to communication across the state as all of our agencies continue to experience the challenges that are brought on by growth including the need for more automatic aid between departments and service availability in what was once rural areas that are now being impacted by development. We look forward to the opportunity to meet with you at County Advocacy days in June and would welcome an opportunity to further discuss this opportunity and any questions you may have.

Sincerely,



Kirk D. Smith, Chairman
Lee County Board of Commissioners
ksmith@leecountync.gov

NORTH CAROLINA, LEE COUNTY
Presented for registration on this 21st day
of June, 2024 at 9:00 AM/PM
recorded in Book 38 Page 1
Pamela G. Britt, Register of Deeds