

Contract for the Lee County Health and Well-Being Initiative Fund

This Contract is made between Lee County (County) and _____ (Recipient) to delineate the terms of their agreement for qualifications and procedures required by the Health and Well-Being Initiative Fund.

- 1. Effective Term:** The term of the initial agreement shall be effective January 1, 2024 through June 30, 2024.
- 2. Recipient Duties for Qualification:**
 1. The Recipient must submit a fully completed Application to Lee County with all required attachments and information by the Application Deadline.
 2. The Recipient must submit the following documents to Lee County with this Contract:
 - A. Internal Revenue Service W-9 showing Recipient Agency’s name, address and Tax ID number.
 - B. Electronic Payment Form and Supporting Document/Cancelled Check in the name of the Recipient Agency.
 - C. Policy addressing Conflict of Interest.
 - D. Sworn, notarized statement of no overdue tax debts.
 - E. Sworn, notarized statement of Non-Suspension or Debarment.
 - F. Proof of Bonding of its Chief Financial Officer in the amount of \$50,000.00.
 - G. 501(c)(3) determination letter or documentation showing corporation status.
 - H. Certificate of General Liability Insurance for the Recipient Agency in the amount of 1 million dollars.
- 3. Recipient Requirements during the Contract Term:**
 1. The Recipient’s services must be available and offered to all Lee County residents.
 2. The Recipient will not discriminate against any person because of race, color, religion, sex, national origin, disability or any other protected class under state or federal law.
 3. The Recipient will maintain its 501(c)(3) status at all times during the contract period. In the event the 501(c)(3) status changes during the contract period, the Recipient shall immediately notify the County and will be precluded from reimbursement for expenses after the change date.
 4. The Recipient will not become delinquent on tax payments during the contract period.
 5. The Recipient will provide and maintain a drug-free workplace.
 6. The Recipient will maintain General Liability Insurance in the amount of 1 million dollars and Worker’s Compensation Insurance as required by law.
- 4. Recipient Duties for Reimbursement:**
 1. The Recipient must ensure that all funds are spent for non-sectarian, non-religious purposes only.
 2. The Recipient must ensure that all funds are spent for Lee County residents or for persons immediately being released from the Lee County jail.
 3. The Recipient must ensure that all funds are related to mental health needs and wrap-around care for the clients they serve.
 4. The Recipient must attest that insurance, Medicaid, grants or private funding options that might cover expenses have been explored and exhausted with their client prior to incurring the expense.

5. The Recipient must obtain a written receipt for any actual expenses incurred and submit it to the Community Social Worker within 45 days after it is incurred. All receipts must be for actual expenditures already paid for by the Recipient within the contract period. Any receipts received by the County after 90 days will not be reimbursed absent extraordinary circumstances. Invoices for amounts due that do not show as paid will not be reimbursed. Invoices that are paid by a third party who is not the Recipient will not be reimbursed. Receipts must show payment by the actual Recipient Agency.
6. The Recipient must ensure that all submitted receipts are consistent with the approved expense list and terms attached hereto as Exhibit A. All receipts for mental health and substance abuse services and treatment must show completion by qualified and licensed providers. Only items on the approved list will be reimbursed.
7. The Recipient must receive prior approval from the Lee County Community Social Worker for any expense on the attached Exhibit A that exceed \$1,000.00.
8. The Recipient must ensure that all expenses are reasonable expenses and consistent with current market prices. State rates should be used as guidelines. Reimbursement for international travel is not eligible under this contract. Out of state travel is not eligible under this Contract, absent extraordinary circumstances and with approval by the County Manager or his/her designee.
9. The Recipient must provide any documentation or contact information necessary to the County upon request if needed to verify and approve the expense.
10. The Recipient must ensure that all taxes are paid by the Recipient, if required by law, on any amounts received.
11. The Recipient must provide a financial contact person to the County for contract questions.
12. If Recipient funding exceeds \$50,000.00 the Recipient shall have an annual audit of its financial records and operations performed by an independent certified public accountant with a copy of such audit being submitted to the Lee County Administrative Office. If County Funding is \$50,000.00 or less, the Recipient shall provide a financial report detailing expenditure of funds. This report shall be approved by the Recipient's Board of Directors. The audit or financial report shall be submitted to the County within five months of the agency's fiscal year end. Further, the County shall be entitled to an audit the financial records and operations of the Recipient at the County's discretion.
13. The Recipient must allow and assist the County with access to financial and accounting records required to support internal audit, financial reporting and related requirements as may be necessary for a period of five years after the termination of this contract.
14. The Recipient must complete the year-end report form provided by the County by July 1 of each year.

5. County Duties for Reimbursement:

The County shall:

1. Verify all documents submitted by Recipient for Qualification.
2. Provide a written method for submission and reimbursement to the Recipient.
3. Review submitted receipts and reimburse the Recipient for all approved amounts within 30 days of receipt or within the next billing period, whichever is longer.
4. Request additional information or documentation from the Recipient and/or provider if needed to verify and review the approvability of the expense submitted.

5. Reimburse all valid requests in the order in which they were received.
6. Not be responsible for any tax that may be due by the Recipient for any funds reimbursed.
7. Provide a financial contact person to the Recipient for contract questions.
8. Have the right to deny, in its sole discretion, any expense that does not qualify under the approved list or which does not meet the standards under this contract.
9. Provide year-end report forms to the Recipient.
10. Notify the Recipient when the appropriated funding balance is \$50,000.00 and then again when the balance is zero.

6. General Provisions:

1. Both parties acknowledge and agree that the Lee County Health and Well-Being Initiative Fund is a first come-first served program and reimbursement from the Lee County Health and Well-Being Initiative Fund is subject to the availability of appropriated funding. Once the fund balance has reached zero or no later than June 30, 2025, whichever occurs first, no further reimbursements will be made even if requests were timely submitted within the contract period.
2. Both parties acknowledge that the County has the sole decision-making authority to approve or deny an expense and there is no appeal process from that decision.
3. Each party shall keep the other party advised of an accurate address, phone number and email address during the term of the contract. All legal notices to the other party shall be made in writing to the contacts listed below unless otherwise modified in writing. The contact information below shall be updated as needed by written notice to the other party.

For the County: Lisa Minter, County Manager
 408 Summit Drive, Sanford, NC 27330
 919-718-4600 extn. 5513
lminter@leecountync.gov

For the Recipient:

4. 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 the Recipient 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 Recipient Agency 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 which are the subject of this Agreement except as provided in the Reimbursement terms.
5. The Recipient is solely responsible for all actions by its agency, employees and representatives and shall indemnify and hold harmless Lee County, its officers and

employees from any and all liability in connection with the actions of Recipient's agency. Lee County shall in no way be responsible for any damages, claims or injuries to any of Recipient's employees, representatives, donees or the agency in connection with the appropriations from this Fund.

- 6. Both parties acknowledge that information concerning clients may need to be protected and held confidential due to the nature of the treatment or service rendered. The parties shall abide by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to preserve the confidentiality of protected health information. Preservation of confidential information extends to written, published and media distribution. The Confidentiality requirement shall survive the termination of this Agreement to the extent required by law.
- 7. The parties acknowledge and agree that the County is subject to the North Carolina Public Records Law and that documents, including this Agreement, may be disclosable public records.
- 8. This Agreement shall be construed under and governed by North Carolina law and any claim for breach or enforcement shall be filed in Lee County, North Carolina.
- 9. This Agreement may be amended in writing signed by both parties.
- 10. This Agreement may not be assigned by either party for any reason.
- 11. This Agreement may be terminated for any reason by either party within 30 days written notice to the other party. In the event, there are outstanding reimbursement requests, they will be paid dependent upon funding and approval.
- 12. No waiver of any breach of this Agreement shall be valid unless it is expressly given by written notice signed by the Non-breaching party. Any express written waiver is not a waiver of any subsequent breach.
- 13. This is the entire Agreement of the parties and supersedes any prior agreements, discussions, or representations, oral or written. The parties agree that this Agreement is the final and entire Agreement between the parties.
- 14. The undersigned parties represent and warrant that they are authorized to bind their agencies to the terms of this Agreement.

IN WITNESS WHEREOF, Lee County and the Recipient consent and agreed to the terms as set forth herein and have caused this Agreement to be executed by their authorized representatives.

Recipient Name/Title	Date	Kirk D. Smith, Chairman Lee County Board of Commissioners	Date
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ATTEST:

Secretary to Recipient Board

ATTEST:

Hailey Hall, Clerk to the Board of Commissioners