

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

This Contract is made between Lee County (County) and _____ (Provider) to delineate the terms of their agreement for qualifications and procedures required by the Health and Well-Being Initiative Fund. The Board of County Commissioners has allocated \$250,000.00 of funding for the specific contracts with multiple approved Providers, through June 30, 2025. However, these funds are available on a first-come, first-served basis and are not guaranteed to any Provider.

1. **Effective Term:** The term of the initial agreement shall be effective _____ through June 30, 2025.
2. **Provider Duties for Qualification:**
 1. All Providers within a practice seeking reimbursement must be fully licensed in North Carolina and provide a valid License number to be attached to this contract as Exhibit A.
 2. The Provider must submit the following documents to Lee County with this Contract:
 - A. Internal Revenue Service W-9 showing Provider Agency’s name, address and Tax ID number.
 - B. Policy addressing Conflict of Interest.
 - C. Sworn, notarized statement of no overdue tax debts.
 - D. Sworn, notarized statement of Non-Suspension or Debarment.
 - E.. Certificate of General Liability Insurance for the Provider Agency in the amount of 1 million dollars.
 - F. Complete the new vendor packet required by the County and provide all requested documents, including a cancelled check in the name of the Provider agency.
3. **Provider Requirements during the Contract Term:**
 1. The Provider’s services must be available and offered to all Lee County residents.
 2. The Provider 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 Provider will maintain its corporate status and individual provider licenses during the contract period. In the event either status changes, the Provider shall immediately notify the County and will be precluded from reimbursement for expenses after the change date for any unlicensed providers.
 4. The Provider will not become delinquent on tax payments during the contract period.
 5. The Provider will provide and maintain a drug-free workplace.
 6. The Provider will maintain General Liability Insurance in the amount of 1 million dollars and Worker’s Compensation Insurance as required by law.
4. **Provider Duties for Reimbursement:**
 1. The Provider must ensure that all funds are spent for non-sectarian, non-religious purposes only.
 2. The Provider must ensure that all funds are spent for Lee County residents or for persons immediately being released from the Lee County jail.
 3. The Provider must ensure that treatment is for mental health needs and the Provider must be trained in and use the American Society of Addiction Medicine (ASAM) assessment standard for evidenced based treatment. Provider must ensure all mental health treatment provided to an individual follows the normal standard of care required by the Provider's license.

4. The Provider must ensure that all treatment is for medical necessity and diagnostic criteria only.
5. The Provider must attest that insurance, Medicaid, grants or private funding options that might cover expenses have been explored and exhausted with their client prior to billing the County for the expense.
6. The Provider must make services available to referred clients within 72 business hours after referral from the Community Social Worker absent extraordinary circumstances.
7. The Provider must provide a written invoice to the Community Social Worker within 45 days after it is incurred that details the date of service, type of service, license number of provider and expense. The invoice must list the client by 3 initials and a birthdate without additional identifying information. Any invoices received by the County after 90 days will not be reimbursed absent extraordinary circumstances.
8. The Provider must ensure that all submitted receipts are for services on the approved expense list attached hereto as Exhibit B. All receipts for mental health and substance abuse services and treatment must show completion by qualified and fully licensed providers. Only items on the approved list will be reimbursed.
9. The Provider must receive prior written or emailed approval from the Lee County Community Social Worker for any expense on the attached Exhibit A that exceeds \$1,000.00 per individual.
10. Provider agrees after assessing a referred client, Provider will determine the appropriate treatment necessary for the individual. Provider will communicate the suggested terms of treatment with the Community Social Worker so the Community Social Worker will be aware of the suggested treatment.
11. All treatment provided to an individual utilizing this funding is completely voluntary and the individual can terminate treatment at any time with the Provider. If this occurs, Provider should notify the Community Social Worker within twenty-four hours of any termination of treatment.
12. Provider must obtain signed, written consent form a parent or legal guardian for treatment for all juvenile and/or legally incompetent clients.
13. The Provider must provide in-person counseling sessions. The County will not reimburse for any tele-health or non-in person sessions.
14. The Provider must provide any documentation or contact information necessary to the County upon request if needed to verify and approve the expense.
15. The Provider must ensure that all taxes are paid by the Provider, if required by law, on any amounts received.
16. The Provider must provide a financial contact person to the County for contract questions.
17. If Provider's total funding exceeds \$50,000.00 in a fiscal year, the Provider 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. The audit shall be submitted to the County within five months of the agency's fiscal year end. Further, the County shall be entitled to audit the financial records and operations of the Provider at the County's discretion.

18. The Provider must allow and assist the County with access to financial and accounting records related to this program that may be 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.

5. County Duties for Reimbursement:

The County shall:

1. Verify all documents submitted by Provider for Qualification.
2. Review submitted invoices and reimburse the Provider for all approved amounts within 30 days of receipt or within the next billing period, whichever is longer.
3. Request additional information or documentation from the Provider and/or provider if needed to verify and review the approvability of the expense submitted.
4. Not be responsible for any tax that may be due by the Provider for any funds reimbursed.
5. Provide a financial contact person to the Provider for contract questions.
6. 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.

6. General Provisions:

1. Both parties acknowledge that the County has the sole decision-making authority to approve or deny an expense if it does not meet the criteria on Exhibit A and there is no appeal process from that decision.
2. Both parties agree and understand that the Board of Commissioners has only allocated \$250,000.00 for the total program, and Provider is not guaranteed any funding. There are other Providers who are eligible to seek reimbursement. The Community Social Worker will monitor the fund and will try to let all Providers know when the fund gets to approximately \$50,000.00. Provider agrees this funding is on a first-come, first-served basis and it assumes the risk that reimbursement may not be granted if funds are depleted.
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 Provider:

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 Provider 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 Provider 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 Provider 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 Provider's agency. Lee County shall in no way be responsible for any damages, claims or injuries to any of Provider'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 Provider consent and agreed to the terms as set forth herein and have caused this Agreement to be executed by their authorized representatives.

Provider
Name/Title

Date

Lisa Minter
Lee County Manager

Date

ATTEST:

Secretary to Provider Board

ATTEST:

Hailey Hall, Clerk to the Board of Commissioners

EXHIBIT A: LIST OF LICENSED PROVIDERS

<u>LICENSED PROVIDER NAME</u>	<u>Add LICENSE STATE</u>	<u>LICENSE NUMBER</u>
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EXHIBIT B: LIST OF APPROVED EXPENSES

1. Individual or group mental health counseling sessions by a Licensed Clinical Social Worker (LCSW)
2. Individual or group mental health counseling sessions by a Licensed Clinical Mental Health Counselor (LCMHC)
3. Individual or group mental health counseling by a Licensed Marriage and Family Therapist (LMFT)
4. Individual or group mental health counseling sessions by a Licensed Psychologist
5. Individual or group mental health counseling sessions by a Licensed Psychiatrist
6. Individual or group mental health counseling sessions by a Licensed Clinical Addiction Specialist (LCAS)
7. Mental Health Assessments by a licensed mental health provider
8. MOUD/MAT individual treatment by a licensed mental health provider