



Moore County Board of Commissioners

April 1, 2025 | 10:30 AM
Historic Courthouse
1 Courthouse Square
Carthage, NC 28327

MINUTES

COMMISSIONERS PRESENT

Chairman Kurt Cook, Vice Chairman Nick Picerno, Jim Von Canon, John Ritter, and Tom Adams

CALL TO ORDER

Chairman Cook called the meeting to order,

INVOCATION

Associate Pastor Jamie Crissman of Faith Baptist Church offered the invocation.

PLEDGE OF ALLEGIANCE

Finance Director Caroline Xiong led the Pledge of Allegiance.

1. PUBLIC COMMENT PERIOD

The following offered comments: Micha Murray, John Misiaszek, and Taylor Clement

2. ADDITIONAL AGENDA

There were no additional agenda items.

Chairman Cook asked if any Commissioner had a conflict of interest concerning agenda items that the Board would address in this meeting, and there were none.

Vice Chairman Picerno offered comments regarding the Public Comment Period. He asked staff to investigate the grant that was received to remove High Falls Dam, including who issued the grant and a record of all land transfers of the property. Once this information is obtained, a resolution will be written to Representative Richard Hudson regarding the clarity of this item.

Upon motion made by Vice Chairman Picerno, seconded by Commissioner Adams, the Board voted 5-0 to remove Item G under New Business from the Agenda.

3. CONSENT AGENDA

Upon motion made by Commissioner Ritter, seconded by Vice Chairman Picerno, the Board voted 5-0 to approve the following consent items and the budget amendments, addendums, and agreement are hereby incorporated as a

part of these minutes by attachment ad Appendices A, B, C, D, E, and F respectively:

- A. Board of Commissioners - March 18, 2025, Regular Meeting Minutes
- B. Board of Commissioners - March 18, 2025, Special Meeting Minutes
- C. Finance - Budget Amendments
- D. Health - FY26 Activity 403 WIC Agreement Addendum
- E. Health - FY26 Activity 803 School Nurse Funding Initiative Agreement Addendum
- F. Health - FY26 Activity 110 General-Aid-to-Counties Agreement Addendum
- G. Health - FY26 Activity 151 Family Planning Agreement Addendum
- H. Health - FY26 NC Dept. of Health and Human Services Consolidated Agreement

4. RECOGNITIONS

There were no recognitions.

5. PRESENTATIONS

There were no presentations.

6. PUBLIC HEARINGS

- A. GIS/IT - Call to Public Hearing - Amendment to the Road Name and Addressing Ordinance to Add One Road and Change One Road

GIS Coordinator Rachel Smith requested the Board call a public hearing for April 15, 2025, at 5:30 pm to consider an amendment to the Moore County Road Name and Addressing Ordinance to add one (1) road and change one (1) road to the ordinance.

Section 3 of the Moore County Road Name and Addressing Ordinance states, "No new roads outside of municipal limits in the County of Moore, whether a part of the State Secondary Road System or Private, shall be named without approval of the Board of Commissioners." The road listed is for initial naming and is privately maintained; SCHMIDT LN (P4289). The easement for SCHMIDT LN is shown on Plat Cabinet 20, Slide 638.

Section 3 allows for owners to rename a previously approved road name by petition and a public hearing. The Board of Commissioners approved the naming of GARNER PL (P0448) on April 5, 1993. The owner has requested GARNER PL (P0448) be renamed and reconfigured to the new site plan to FOX TROT CIR (P0448).

Upon motion made by Vice Chairman Picerno, seconded by Commissioner Von Canon, the Board voted 5-0 to call a public hearing for April 15, 2025, at 5:30pm to consider amendments to the Moore County Road Name and Addressing Ordinance to add one (1) road and change one (1) road to the ordinance.

- B. Planning - Call To Public Hearing for a Conventional Rezoning Request: a portion of ParID 00990739, Gated Community Seven Lakes (GC-SL), located at 1195 Lucas Rd and a portion of ParID00026746, Neighborhood Business (B-1), located at 1149 Lucas Rd, to Rural Agricultural Urban Service Boundary (RA-USB)

Planning Director Debra Ensminger requested the Board call for a public hearing for a Conventional Rezoning of a portion of ParID 00990739, Gated Community Seven Lakes (GC-SL), located at 1195 Lucas Rd, per Deed Book 5559, Page 212, Moore County Registry and a portion of ParID 00026746, Neighborhood Business (B-1), located at 1149 Lucas Rd, per Deed Book 4793, Page 84, Moore County Registry, both owned by Green Lotus Sports, LLC, containing approximately 3.552 acres, from Gated Community Seven Lakes (GC-SL) and Neighborhood Business (B-1) to Rural Agricultural Urban Service Boundary (RA-USB).

Public notification consisted of publishing a legal notice in the local newspaper for two consecutive weeks, notification by certified mail to adjacent property owners, and placing public hearing signs on the property.

The Planning Board voted that this request is consistent with the Moore County Future Land Use Plan and recommends approval of the conventional rezoning request.

Upon motion made by Chairman Cook, seconded by Vice Chairman Picerno, the Board voted 5-0 to call a public hearing on April 15, 2025, for a Conventional Rezoning of a portion of ParID 00990739, Gated Community Seven Lakes (GC-SL), located at 1195 Lucas Rd, per Deed Book 5559, Page 212, Moore County Registry and a portion of ParID 00026746, Neighborhood Business (B-1), located at 1149 Lucas Rd, per Deed Book 4793, Page 84, Moore County Registry, both owned by Green Lotus Sports, LLC, containing approximately 3.552 acres, from Gated Community Seven Lakes (GC-SL) and Neighborhood Business (B-1) to Rural Agricultural Urban Service Boundary (RA-USB).

- C. Planning - Call To Public Hearing to consider Unified Development Ordinance Amendment to Chapter 9 (Nonconforming Situations), Section 9.5 (Expansion), and 9.7.A (Replacement) (Significant Damage).

Planning Director Debra Ensminger requested the Board call a public hearing to amend Chapter 9 (Nonconforming Situations), Section 9.5 (Expansion), and 9.7.A (Replacement) (Significant Damage).

In 2022, when the consultant updated the Unified Development Ordinance to be in conformance with 160D requirements, the Damaged and Destroyed section of Chapter 9 Nonconforming Situations was removed. Removal of this language places a hardship on the property owner by not allowing a nonconforming structure(s) / building(s) to be reconstructed that have been destroyed or damaged by fire, explosion, flood, or another calamity.

The Planning Board voted to recommend approval of the text amendment.

Upon motion made by Vice Chairman Picerno, seconded by Commissioner Ritter, the Board voted 5-0 to call a public hearing on April 15, 2025, at 5:30pm to amend the Unified Development Ordinance as follows: Unified Development Ordinance Amendments to Chapter 9 (Nonconforming Situations), Section 9.5 (Expansion), and 9.7.A (Replacement) (Significant Damage).

7. QUASI-JUDICIAL HEARINGS

There were none.

8. OLD BUSINESS

There was none.

9. NEW BUSINESS

A. Administration - Adopt a Resolution Recognizing National Library Week

Commissioner Adams offered comments regarding the history of libraries, and library staff in attendance, Kay Brown and Kim Matthews, were recognized. Commissioner Adams thanked Library Director Alice Thomas and her staff for all they do.

Upon motion made by Commissioner Ritter, seconded by Commissioner Von Canon, the Board voted 5-0 to adopt a resolution recognizing National Library Week April 6-12, 2025, and is hereby incorporated into these minutes by attachment as Appendix G.

B. Finance - Approval to Use Evaluation Criterion as Award Standard for General Banking Services Request for Proposal

Finance Director Caroline Xiong requested the Board allow the award standard for General Banking Services to be based on an evaluation criterion in the best interest of the County.

The Board of Commissioners approved the award of General Banking Services to First Bank on June 7, 2010. The last amendment was approved on June 16th, 2020, and the Board of Commissioners extended the contract until June 30, 2025.

Upon motion made by Vice Chairman Picerno, seconded by Commissioner Adams, the Board voted 5-0 to allow the award standard for General Banking Services to be based on evaluation criteria in the best interest of the County.

C. Health - FY25 Activity 874 Food and Lodging Agreement Addendum

Health Director Matthew Garner presented a request that the Board approve the Moore County Health Department's request to accept funding for \$19,175 as per the FY25 Activity 874 Food and Lodging Agreement Addendum. To coincide with the acceptance of the funds, the Moore County Health Department also requests approval for a budget amendment for \$19,175.

To fund a portion of local expenditures created by state-mandated Food, Lodging, and Institutional sanitation programs and activities, the NC legislature established a State Inspections, Statistics, and Fees Program within the Environmental Health section. This program centralizes public health data, invoices regulated facilities and distributes the funds in accordance with G.S. 130A-248(d). The receipts collected are redistributed to local Environmental Health programs in the form of aid to counties.

The Agreement Addendum allows for the local health department's Environmental Health program to implement state-mandated sanitation regulations. The funds from this Agreement Addendum are to be used to support local Food and Lodging programs and activities.

The FY25 term is from April 1, 2025, to May 31, 2025. Initial plans are for the funds to be used to support salaries within the Environmental Health division.

Upon motion made by Commissioner Von Canon, seconded by Commissioner Ritter, the Board voted 5-0 to approve the Moore County Health Department's request to accept funding in the amount of \$19,715 as per the FT25 Activity 874 Food and Lodging Agreement Addendum, and is hereby incorporated as a part of these minutes by attachment as Appendix H.

Upon motion made by Commissioner Von Canon, seconded by Commissioner Ritter, the Board voted 5-0 to approve a budget amendment in the amount of \$19,715 which would increase the Environmental Health Grant Revenue Account (10033071-35011) by \$19,715 and increase the Environmental Health Food & Lodging Grant Expense Account (10039060-53110) by \$19,715, and the budget amendment is hereby incorporated as a part of these minutes by attachment as Appendix I.

D. Public Safety - Update on Cypress Pointe Fire Department Capital Purchases
Public Safety Director Bryan Phillips gave an update on Cypress Pointe Fire Department's Capital purchases.

The Board of Commissioners approved the purchase of two engines for Cypress Pointe Fire Department at their March 19, 2024 meeting. The recommendation summary that was presented and approved by the Board on March 19, 2024 was the following:

The following information was shared regarding the actions of Cypress Pointe Fire Department: Presented a letter of intent and capital expenditure request to purchase two new engines; one will replace the current Engine 213, a 1991 Pierce Dash with 58,790 miles. The additional engine was previously approved as an addition to the funding formula and will be Engine 211 for Cypress Pointe, but they are just now purchasing the engine. Both engines will be 1,500 GPM Engines and priced at \$898,796 each for a total of \$1,797,592. A down payment will be made of \$400,000, with \$213,603 being department funds, \$10,000 from the sale of Engine 213, and \$186,367 from the capital escrow account. The remaining balance of \$1,397,592 will be financed with Central Electric Membership Corporation for 10 years at 0% interest with an annual payment of \$139,760. A motion was made and seconded to approve the letter of intent and capital expenditure request. The motion carried unanimously.

The County distributed \$186,367 from the capital escrow account to the Cypress Pointe Fire Department on March 20, 2024, to use toward the purchase of the two engines. The remaining County portion of the purchase is calculated as follows:

Engine per formula:	\$732,000
2 engines - \$1,464,000 at 76.1% County Split	\$1,114,104

Less: Escrow amount already distributed to Cypress Pointe	(\$186,367)
Remaining amount County portion (distributed over life of loan/grant)	\$927,737

The Cypress Pointe Fire and Rescue Board of Directors has approved the purchase of one (1) engine utilizing the loan from Central Electric Corporation at a zero (0) % interest rate. At this time, the second (2) engine was placed in pending status.

Chief Mike Cameron offered comments.

Vice Chairman Picerno asked if this was a replacement engine and if the proper process had been followed to replace the engine. Chief Cameron said yes, it was a replacement, and yes, they followed the proper process.

E. Public Safety - 2024 Emergency Planning Grant

Public Safety Director Bryan Phillips presented a request for the Board approve Moore County to enter into a Memorandum of Agreement with the NC Department of Crime Control and Public Safety, Division of Emergency Management for the Emergency Management Planning Grant and allow the County Manager to sign all required documents upon approval from the County Attorney and Finance Director.

Historically, the funding has been used for Emergency Management-related functions such as revisions and improvements to the Emergency Operations Plan, upgrades to the Emergency Operations Center (EOC) and Mobile EOC, Emergency Notification System (CODE RED), WEBEOC and the Damage Assessment Software, specialized training and exercises for emergency responders, equipment for disaster response, and supplies for the preparedness, response, recovery, and mitigation of disasters in Moore County. The Emergency Management Performance Grant (EMPG) is to provide federal funds to states to assist state, local, territorial, and tribal governments in preparing for all hazardous events, as authorized by Section 662 of the Post-Katrina Emergency Management Reform Act. EMPG supports a comprehensive, all-hazards emergency preparedness system by building and sustaining the 32 core capabilities contained in the National Preparedness Goal. EMPG funding is used to support a whole community approach to strengthening a state or community's emergency management program. In the past, Moore County Emergency Management would meet the mandatory benchmarks to receive the \$35,000.00 and then complete optional benchmarks to receive an additional funding allocation of up to \$18,500.00. The opportunity to receive the additional funds has been removed from funding, and we will only receive the base amount of \$35,000.00.

Vice Chairman Picerno asked how often the Emergency Plan requires updates. Mr. Phillips stated that it is updated yearly.

Upon motion made by Commissioner Von Canon, seconded by Commissioner Ritter, the Board voted 5-0 to approve Moore County to enter into a Memorandum of Agreement (MOA) with the NC Department of

Crime Control and Public Safety, Division of Emergency Management for the grant, and allow the County Manager to sign all required documents upon approval from the County Attorney and Finance Director, and the MOA is hereby incorporated as a part of these minutes by attachment as Appendix J.

- F. Public Safety - Carolina Recording System, LLC 5-year Maintenance Contract
Public Safety Director Bryan Phillips presented a request for the Board of Commissioners to approve a five-year (5) maintenance contract with Carolina Recording Systems LLC and authorize the Chairman to sign all necessary documents upon Finance and Legal approval.

During FY 2023, the initial 911 recorder that was installed in 2014 was upgraded to enhance the recorder's capabilities for radio, phone, and computers. The old system would not record computer screens while receiving, dispatching, and processing 911 and non-911 calls for service. This system upgrade was completed by Carolina Recording Systems, LLC, and has been performed without issues.

Commissioner Adams asked if there is a backup for 911 information. Mr. Phillips said there was, and he offered comments regarding the backup process.

Upon motion made by Vice Chairman Picerno, seconded by Commissioner Adams, the Board voted 5-0 to approve the (5) five-year maintenance contract with Carolina Recording Systems LLC and authorize the Chairman to sign all necessary documents upon Finance and Legal approval and is hereby incorporated as a part of these minutes by attachment as Appendix K.

Upon motion made by Commissioner Ritter, seconded by Vice Chairman Picerno, the Board voted 5-0 to approve the Sole Source Justification Form stating Carolina Recording Systems is the sole source manufacturer and authorize the Chairman to sign all necessary documents upon Finance and Legal approval and is hereby incorporated as a part of these minutes by attachment as Appendix L.

- G. Administration - Update from ABC Board on Enforcement Activities
This item was removed from the agenda by a Board vote at the beginning of the meeting.

- H. Administration - Opioid Task Force Update

County Manager Vest gave an update on the Opioid Task Force. The presentation he presented is hereby incorporated as a part of these minutes by attachment as Appendix M.

Mr. Vest gave a brief update on Samaritan Colony and the acquiring of property, in which they were able to obtain a grant to assist them with this endeavor. Mr. Vest also gave a brief update on the efforts that Moore County Schools are implementing as well.

Dr. Paul Kuzma has resigned from the Review and Recommendations Committee. The Opioid Task Force recommends a continuance of the Review and Recommendations Committee and to seek someone to fill the vacancy, along with recognizing Dr. Kuzma for his efforts.

Commissioner Ritter offered comments. He appreciates Dr. Kuzma and his service to the Review and Recommendations Committee.

Commissioner Ritter offered comments regarding current partners wishing to continue applying for the Opioid funding. He recommended early education and prevention be looked at as one of the focuses using these funds.

Commissioner Adams offered comments regarding the expense of educating, preventing, and treating Opioid Use Disorder. Directing the use of these funds is very important.

Vice Chairman Picerno asked if these funds could be used for other drug treatment options. County Manager Vest stated the funds can only be used for Opioid Use Disorder.

Vice Chairman Picerno asked if these funds could be used for Moore County Public Safety to purchase Naloxone. Public Safety Director Bryan Phillips commented that the EMS budget covers the costs for Naloxone and comes out of the medication line item.

Commissioner Von Canon agreed there should be more focus on education and prevention of Opioid Use Disorder.

I. Register of Deeds - Resolution in Support of NC Senate Bill 248 - An Act to Make Access to New Birth Certificates for Persons Adopted Similar to Persons that are not Adopted

Register of Deeds Director William Britton presented a request for the Board to approve a resolution in support of NC Senate Bill 248. North Carolina Senate Bill 248 has been introduced to authorize Register of Deeds offices across the state to issue birth records for adopted individuals, thereby improving access to these critical documents at the local level. Under current law, once an individual is adopted, their original birth certificate is removed from county records and returned to the North Carolina Office of Vital Records (NCOVR) in Raleigh, requiring adoptees to navigate a centralized and often cumbersome process to obtain a copy of their birth record. This process not only results in significant delays and administrative challenges but also imposes higher costs on adopted individuals compared to standard birth certificate requests. By enabling local Register of Deeds offices to issue these records, Senate Bill 248 would provide a more cost-effective and efficient solution for adoptees.

Upon motion made by Commissioner Ritter, seconded by Chairman Cook, the Board voted 5-0 to approve the resolution in support of NC Senate Bill 248 and authorize the Chairman to sign the resolution, and the resolution is hereby incorporated as a part of these minutes by attachment and Appendix N.

J. Board of Commissioners - Convention and Visitor's Bureau Memorandum of Understanding

Vice Chairman Picerno offered comments regarding the Board approving the 3% occupancy tax increase by resolution during the March 18, 2025, Regular Meeting. It was recommended that the Board send a Memorandum of Understanding to the CVB Board stating the CVB will not provide funding to the Moore County Airport for commercial airline(s). The MOU also states that the CVB understands that if the CVB provides funding to the Moore County Airport for commercial airline(s), the Moore County Board of Commissioners may repeal the additional occupancy tax rate increase.

Vice Chairman Picerno offered comments regarding the Board should have oversight on how these funds are used.

Chairman Cook offered comments and thanked County Attorney Misty Leland for writing the memorandum.

Commissioner Von Canon agreed that the Board of Commissioners should have oversight on these funds and how they are used.

Commissioner Adams offered comments regarding the Board having oversight on the increase. He supports the MOU.

Upon motion made by Vice Chairman Picerno, seconded by Commissioner Von Canon, the Board voted 5-0, to adopt the Memorandum of Understanding between the County of Moore and the Pinehurst, Southern Pines, Aberdeen Area Convention and Visitors Bureau, and is hereby incorporated as a part of these minute by attachment as Appendix O.

10. APPOINTMENTS

- A. Board of Commissioners – Appointments to the Moore County Board of Health
Upon motion made by Vice Chairman Picerno, seconded by Commissioner Adams, the Board voted 5-0 to reappoint Alex White and Pauline Sandness to the Moore County Board of Health for a three-year term ending April 2028.
- B. Board of Commissioners – Appointment to the Local Emergency Planning Committee
Upon motion made by Vice Chairman Picerno, seconded by Commissioner Von Canon, the Board voted 5-0 to reappoint Cynthia Bradley to the Local Emergency Planning Committee with a term expiring in March 2028.
- C. Board of Commissioners – Appointment to the Moore County Library Board of Trustees
Upon motion made by Commissioner Ritter, seconded by Commissioner Von Canon, the Board voted 5-0 to reappoint Rose Highland-Sharpe to the Moore County Library Board of Trustees for a three-year term ending March 2028.
- D. Board of Commissioners - Appointment to the Juvenile Crime Prevention Council
Upon motion made by Commissioner Ritter, seconded by Commissioner Von Canon, the Board voted 5-0 to reappoint Tori Price to the Juvenile Crime Prevention Council with a term expiring in April 2027.

11. ADDITIONAL AGENDA

There were none.

12. MANAGER'S REPORT

County Manager Wayne Vest reminded the Board that there will be a Board of Commissioners Chair and Vice Chair meeting tomorrow, April 2, 2025, with the Moore County Schools Chair and Vice Chair.

Manager Vest recommended that the Board hold a special meeting work session to discuss several upcoming items. There will be a calendar invite sent out soon on this item.

County Attorney Misty Leland offered comments regarding the title search on the High Falls Dam that Vice Chairman Picerno had requested earlier in the meeting. A title search has been done previously by her department, and that information will be provided to Vice Chairman Picerno.

13. COMMISSIONERS' COMMENTS

Commissioner Von Canon expressed his sympathy to the families that have lost loved ones recently due to traffic accidents. He would like everyone to remember to drive safely and minimize distractions by not using a cell phone while driving and focusing on the road.

Vice Chairman Picerno offered comments requesting a detailed resolution be written by the legal staff that will go to the local legislators seeking clarification on the reason for so much local funding going into teaching positions.

Vice Chairman Picerno offered comments regarding the ladder truck that Carthage Fire Department wishes to purchase and how this process is being reflected in the local newspaper. The proper process for the initial obtainment of the Carthage Fire Department's ladder truck many years ago was not followed.

Commissioner Von Canon offered comments regarding the Carthage Fire Department's purchase of a new ladder truck.

County Manager Vest offered comments regarding Carthage Fire Department's purchasing the initial ladder truck.

Public Safety Director Bryan Phillips offered comments regarding the current 34-year-old fire truck. The truck is being used to respond to calls, however, due to its age, it is not able to be UL certified.

Commissioner Adams offered comments regarding the current happenings on the Federal Budget and how those could affect Moore County's Budget.

Vice Chairman Picerno offered comments regarding the budget.

Commissioner Von Canon offered comments regarding the municipalities and their growth.

Chairman Cook stated he presented a proclamation to Ms. Carol Frye Henry for over 70 years of community service this past weekend. He is thankful he was able to be a part of this event and feels making those connections with citizens is very important.

14. CLOSED SESSION

None needed.

ADJOURNMENT

Upon motion made by Vice Chairman Picerno, seconded by Commissioner Von Canon, the Board voted 5-0 to adjourn the Regular Meeting of the Moore County Board of Commissioners at 12:29 p.m.

Kurt J. Cook

Chairman, Kurt J. Cook

Jennifer Parks

Clerk to the Board, Jennifer Parks



Fiscal Year 2024/2025

Budget Line Item Number	Budgeted Amount	Increase/ (Decrease)	Revised Budget
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Aging - Medicare Improvement Patient Provider Act (MIPPA) Grant

Revenue	24032024 36198	MIPPA Grant DOI	43,054	5,600	48,654
Expense	24030073 52601	Operating Supplies	4,261	5,600	9,861

Approved this 1 day of April, 2025



Kurt Cook, Chairman
Moore County Board of Commissioners



Jennifer Parks
Clerk to the Board



100004

Fiscal Year 2024/2025

Budget Line Item Number	Budgeted Amount	Increase/ (Decrease)	Revised Budget
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Aging - Medicare Improvement Patient Provider Act (MIPPA) Grant

Revenue	24032024 36198	MIPPA Grant DOI	43,054	20,156	63,210
Expense	24030073 51200	Salaries	25,215	18,720	43,935
Expense	24030073 51810	FICA/Medicare	2,443	1,436	3,879

Approved this 1 day of April, 2025

Kurt Cook
Kurt Cook, Chairman
Moore County Board of Commissioners

Jennifer Parks
Jennifer Parks
Clerk to the Board



Division of Child and Family Well-Being

Agreement Addendum

FY 2025-26

Page 1 of 10

Moore County Health Department
Local Health Department Legal Name

Community Nutrition Services Section/ WIC
DCFW Section / Unit Name

403 WIC

Activity Number and Description

Kimberly Lovenduski, (919) 218-3654,
kim.lovenduski@dhhs.nc.gov;
For AA submission/follow-up and ATC funding
availability questions contact:
DCFW.LHDAgreements@dhhs.nc.gov

DCFW Program Contact
(name, phone number, and email)

06/01/2025 – 05/31/2026

Service Period

DCFW Program Signature **Date**
(only required for a negotiable Agreement Addendum)

07/01/2025 – 06/30/2026

Payment Period

☒ Original Agreement Addendum
☐ Agreement Addendum Revision # ____

I. Background:

The Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) is designed to provide nutritious foods, nutrition education, breastfeeding promotion and support, and referrals for health care to low-income pregnant, breastfeeding, and postpartum women and their infants and children until the age of five. The WIC Program has proven effective in preventing and improving nutrition related health problems within its population.

The Healthy People 2030 objectives launched by the US Department of Health and Human Services, while general in nature, has target areas where action must be taken. The Community Nutrition Services Section has proceeded in accordance with the Healthy People 2030 objectives and has the goal to increase and sustain the proportion of North Carolina infants who are breastfed exclusively through age 6 months to 42.54% and who are breastfed at 1 year to 54.1%. Currently, North Carolina is working to meet the objectives in the areas of breastfeeding exclusivity and duration. Breastfeeding promotion and support are required components of the WIC Program. The North Carolina WIC Program strives to increase the initiation and duration of breastfeeding among women enrolled in the Program.

The requirements and regulations of the WIC Program fall within Section 17(a) of Public Law 95-627 (Child Nutrition Amendments of 1978) and the Healthy, Hunger-Free Kids Act of 2010. Funding for the

Health Director Signature (use blue ink or verifiable digital signature)

Date

LHD to complete:

LHD program contact name: _____

[For DPH to contact in case
follow-up information is needed.]

Phone and email address: _____

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

Template rev. Sept 2024

WIC Program is allocated through the United States Department of Agriculture, Special Supplemental Nutrition Program for WIC, Award NC700705, 7 CFR 246, CFDA 10.557.

II. **Purpose:**

To improve pregnancy outcomes, increase breastfeeding initiation and duration rates, reduce maternal and early childhood morbidity and mortality, and maximize the growth and development of children through improved nutritional status.

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

1. The Activity 403 WIC Agreement Addendum requires further negotiation between the Community Nutrition Services Section and the Local Health Department (LHD). For this Agreement Addendum, the LHD shall complete the Attachment B "WIC Budget Page" to allocate funds among the four WIC activities (Client Services, Breastfeeding Promotion, Nutrition Education, and General Administration) as described in Paragraph 2 of Section VI Funding Guidelines and Restrictions. **The completed Attachment B is to be returned with the signed and dated Agreement Addendum.** When the Community Nutrition Services Section representative and the LHD reach an agreement on the information contained in Attachment B, the Community Nutrition Services Section representative will sign the Agreement Addendum to execute it.
1. The LHD shall maintain active participation in the WIC Program, which is defined as at least 97% of the base caseload. The base caseload for the LHD's local WIC agency is provided in Attachment A.
2. Deliverables #1 to #3 are process outcome objectives. The LHD agrees to improve the percentage from the last available data for each of these three quality assurance indicators. All WIC Program-related activities should be completed within the confines of the LHD's local WIC agencies or designated satellite sites and performed by qualified WIC Program staff.

The last available Local WIC agency data and LHD-specific and state-specific trend data is in the NC WIC [Agreement Addenda Data section](#) of the WIC website.

a. **Deliverable #1 – Provide Access to Program Services for Women**

1. Increase the percentage of pregnant women enrolled in Medicaid who receive prenatal WIC Program services.
2. Increase the percentage of pregnant women enrolled in the WIC Program who receive WIC Program services during their first trimester of pregnancy.
3. Increase the percentage of pregnant women who enrolled in the WIC Program and who subsequently certify as a Fully Breastfeeding Woman, Partially Breastfeeding Woman or Postpartum Woman within 42 days (6 weeks) of the actual delivery date.

a. **Deliverable #2 – Promote Healthy Weights**

1. Increase the percentage of children 2 to 4 years of age who receive WIC Program services who have a Body Mass Index (BMI) below the 85th percentile but above the 5th percentile for age and gender.
1. Increase the percentage of women with live term singleton births who gain weight within the National Academy of Sciences – Institute of Medicine (IOM) Recommended Total Weight Gain Ranges During Pregnancy.

b. **Deliverable #3 - Breastfeeding Promotion and Support**

1. Increase the percentage of women participating in WIC who initiate breastfeeding.

2. Increase the percentage of infants participating in WIC who are breastfeeding at 6 weeks of age.
3. Increase the percentage of infants participating in WIC who are breastfeeding at 6 months of age.
4. Increase the percentage of women participating in WIC receiving any breastfeeding food package (fully or partial breastfeeding food package).

c. Deliverable #4 – Compliance

1. Complete all work under this Agreement Addendum in compliance with all applicable federal and state statutes, rules, regulations, and policies, including 42 U.S.C. 1786, 7 C.F.R. Part 246, Title 10A, Subchapter 43D of the North Carolina Administrative Code, and the North Carolina WIC Program Manual.
2. Maintain active inventory and record of any medical or computer equipment purchased for use by the local agency WIC Program using WIC funds, having an acquisition cost of \$500 or more, as outlined in the North Carolina WIC Program Manual. The following data elements shall also be included on the inventory:
 - a. Funding Source
 - b. Asset Number
 - c. Acquisition Date – Year/Month
 - d. Cost
 - e. Manufacturer
 - f. Model
 - g. Serial Number
 - h. Location

d. Deliverable #5 - Required Meetings

1. Require at least one staff person to attend each Community Nutrition Services Section sponsored WIC meeting or training session that addresses new program policy and procedures and/or changes in current policies and procedures.
2. Require all WIC staff, students, and volunteers to complete up to their applicable level of WIC Breastfeeding Support curricula based on their staff role within the time frames outlined in the North Carolina WIC Program Manual.

e. Deliverable #6 - Nutrition Education Plan

1. With this WIC Agreement Addendum, write and submit a Fiscal Year 2025-2026 Nutrition Education Plan which addresses at least one of these focus areas:
 - a. Establish or expand activities that promote physical activity for families and children.
 - b. Establish or expand activities that promote eating more fruits and vegetables.
 - c. Establish or expand activities that promote farm fresh foods and/or local farmer's markets.
 - d. Establish or expand activities that promote eating more whole grain foods.
 - e. Establish or expand activities that promote healthy meal preparation at home.
 - f. Establish or expand activities that promote healthy beverage choices.
 - g. Establish or expand activities that promote heart healthy foods.
 - h. Establish or expand activities that promote the importance of food safety.
 - i. Establish or expand activities that promote healthy portion sizes.

- j. Establish or expand community partnerships dedicated to breastfeeding promotion.
 - k. Establish or expand activities that provide breastfeeding education and support services.
 - l. Acquire training to improve the counseling or clinical skills of WIC Program staff.
 - m. Acquire training to improve overall nutrition knowledge base of WIC Program staff.
 - n. Implement a new method for delivering nutrition education.
 - o. Other focus area that has received pre-approval from the LHD's respective Regional Nutrition Consultant.
2. In the Fiscal Year 2025-2026 Nutrition Education Plan, describe at least one activity that the LHD's WIC Program will implement to address the selected focus area. At a minimum, include:
- a. A description of what the activity is.
 - b. How it will be implemented.
 - c. Who will take the lead responsibility for implementation.
 - d. Who the target audience is, and;
 - e. The estimated timeline for development and implementation.
- f. Deliverable #7 - Evaluation of Prior Year's Nutrition Education Plan**
With this WIC Agreement Addendum, write and submit a brief evaluation of the LHD's Nutrition Education Plan for Fiscal Year 2024-2025. Address the following questions as applicable along with any other pertinent information about the activities.
- 1. Was the plan implemented? If not, provide an explanation.
 - 2. To what degree was the plan successful?
 - 3. What was the participant response to the activities?
 - 4. Will the LHD continue the activities? If not, provide an explanation.
 - 5. Will you modify any of the activities? If so, provide a description.
- g. Deliverable #8 - WIC Program Recruitment and Retention Plan**
With this WIC Agreement Addendum, write and submit a Recruitment and Retention Plan for Fiscal Year 2025-2026 that describes at least one activity that the LHD's WIC Program will implement to address the selected population of a specific WIC participant category. At a minimum include:
- 1. Identification of the target population;
 - 2. Why the target population was selected;
 - 3. How success will be defined; (e.g., improved show rates; improved enrollment to participation rates; improved coverage as shown in the annual Population at Risk report)
 - 4. A description of the specific activity or activities that will be used; and
 - 5. The estimated timeline for development, implementation, and evaluation.
- h. Deliverable #9 - Evaluation of Prior Year's Recruitment and Retention Plan**
With this WIC Agreement Addendum, write and submit a brief evaluation of the LHD's Recruitment and Retention Plan for Fiscal Year 2024-2025. Address the following questions as applicable along with any other pertinent information about the activities.
- 1. Was the plan implemented? If not, provide an explanation.
 - 2. To what degree was the plan successful?
 - 3. Will you modify any of the activities? If so, provide a description.

i. Deliverable #10 - WIC Program Staffing

1. Designate a WIC Director who has responsibility for clinical and administrative management of the WIC program activities.
2. Designate a Breastfeeding Coordinator who meets the qualifications of a CPA as outlined in the North Carolina WIC Program Manual to oversee breastfeeding promotion and support activities.
3. Identify at least one WIC-Designated Breastfeeding Expert who meets the qualifications of a CPA as outlined in the North Carolina WIC Program Manual.
4. Ensure that any staff person hired or contracted to determine nutrition risk eligibility and prescribe a food package for the WIC Program is a Competent Professional Authority (CPA). A CPA may be a nutritionist, registered dietitian, dietetic technician registered (DTR), registered nurse, nurse practitioner, physician assistant, or physician. A CPA shall determine if a person is at nutritional risk and eligible for the WIC Program through a comprehensive nutrition assessment. At a minimum, the CPA shall meet or exceed the education and experience required by the Office of State Human Resources for a Nutritionist I-Local.
5. Ensure that any Dietetic Technician Registered (DTR) without a bachelor's degree, hired or contracted with, who has the responsibility for determining the eligibility of clients, meets or exceeds the education and experience required by the Office of State Human Resources for a Dietetic Technician Registered-Local. The DTR must be supervised by a Registered Dietitian or a Nutritionist.
6. Ensure that any staff member whose salary is paid in whole or in part by WIC Program funds is not an owner, officer or manager, or the spouse, child, or parent of an owner, officer or manager of any authorized WIC vendor in the same county served by the Local WIC Program. Ensure that any staff member whose salary is paid in whole or in part by WIC Program funds is not an employee of an authorized WIC vendor or the spouse, child, or parent of an employee who handles or transacts WIC food benefits at any authorized WIC vendor in the same county served by the Local WIC Program. Such situations present a conflict of interest.
7. Ensure compliance with the federal regulation related to Separation of Duties as outlined in the WIC Program Manual.
8. All standing orders or protocols developed for nurses in support of this program must be written in the North Carolina Board of Nursing format. All local health departments shall have a policy in place that support nurses working under standing orders.

j. Deliverable #11 - Vendor Management

1. The LHD shall ensure that designated staff perform the following vendor management activities:
 - a. Provide and accept vendor applications at least one month every quarter.
 - b. Review vendor applications in addition to related forms and work with applicants to ensure documentation is complete prior to submission to the Community Nutrition Services Section.
 - c. Provide or facilitate orientation training to vendor applicants in the LHD's service area.
 - d. Enter information from each vendor's application for authorization into the Crossroads software system and then submit the vendor application and related forms to the

Community Nutrition Services Section once the vendor applicant's application packet is complete.

- e. Perform a pre-authorization monitoring visit of the vendor applicant.
- f. Provide vendors with directions on how to access the current WIC Vendor Manual, all other Vendor Manual amendments, and any other documents and materials required for the vendors' participation as an authorized vendor. A copy of the manual can be downloaded at <https://www.ncdhhs.gov/wicvendorsconnection>.
- g. Provide or facilitate annual vendor training for authorized vendors the LHD's service area. Maintain attendance rosters for this training and add the vendors' training attendance dates to the Crossroads software system to track the vendors' completion of this annual training.
- h. Offer additional training to vendors upon request by the vendor or Community Nutrition Services Section. Maintain attendance rosters for this additional training in the local agency and have available for State agency monitoring visits.
- i. Assist vendors with questions regarding their participation in the WIC Program.
- j. Conduct on-site routine monitoring, including verification of minimum inventory requirements, of all vendors in its service area at least once every three federal fiscal years (FFY), and conduct routine monitoring of at least one-third of its vendors each FFY; The LHD's vendor staff must also monitor a vendor as follows:
 - 1) Within three weeks of a routine monitoring visit during which WIC Program violations are found.
 - 2) Within seven days of a request by the Community Nutrition Services Section;
 - 3) When the vendor has had two or more violations assessed (same or different) by the Community Nutrition Services Section during the previous FFY;
 - 4) When a vendor has been disqualified from the Program within the last three years and is now participating; and
 - 5) New vendors by end of the federal fiscal year following the date of their authorization approval.
- k. Document all monitoring visits on the Vendor Monitoring Report form (DHHS 2925) on the date of the monitoring visit and in the Crossroads software system, prior to sending the Vendor Monitoring Report form to the Community Nutrition Services Section for review.
- l. Provide requested information to the Community Nutrition Services Section or the Community Nutrition Services Section's attorney and ensure the appropriate staff members are available to prepare for and testify at vendor hearings.
- m. Report immediately to the Community Nutrition Services Section complaints related to a vendor's business integrity or suspected fraud.
- n. Report immediately to the Community Nutrition Services Section any requests for technical assistance received from WIC vendors that cannot be resolved by the vendor's eWIC point of sale provider or local WIC staff.
- o. Disseminate promotional materials and resources for eWIC provided by the Community Nutrition Services Section to authorized vendors.
- p. Participate in Level 3 certification testing, as necessary, to ensure that new vendors are able to properly transact eWIC benefits prior to authorization and authorized vendors can continue to accurately transact eWIC benefits if they obtain a new point of sale

system, upgrade their point-of-sale system from a stand beside device to an integrated system.

- q. Prohibit the use and disclosure of confidential vendor applicant and vendor information in accordance with 7 C.F.R. § 246.26.

k. Deliverable #12 – National Voter Registration Act (NVRA)

Comply with the requirements of the National Voter Registration Act (NVRA) of 1993 whenever an individual applies for WIC Program services, is subsequently certified for Program services, or notifies staff of a change in address or name. For infants/children, the NVRA requirements apply to their parents/guardians/caretakers.

l. Deliverable #13 – Assurance of Civil Rights Compliance

Comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C.2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.794), Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189) as implemented by Department of Justice regulations at (28 CFR Parts 35 and 36); Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000), all provisions required by the implementing regulations of the U.S. Department of Agriculture (7 CFR Part 15 et seq); and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex (including gender identity and sexual orientation) , or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which Federal financial assistance is received for the administration of the WIC Program; and hereby gives assurances that it will immediately take measures necessary to effectuate this agreement.

By providing this assurance, the LHD agrees to compile data, maintain records and submit records and reports as requested by the Community Nutrition Services Section to permit effective enforcement of the nondiscrimination laws, and to permit the Community Nutrition Services Section personnel during normal working hours to review and copy such records, books and accounts, access such facilities, and interview such personnel as needed to ascertain compliance with the non-discrimination laws. If there are any violations of this assurance, the Community Nutrition Services Section shall have the right to seek judicial enforcement of this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for the purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreement made in this assurance.

m. Deliverable #14 – Nondiscrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. mail:

U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or

2. fax:

(833) 256-1665 or (202) 690-7442; or

3. email:

program.intake@usda.gov

This institution is an equal opportunity provider

IV. Performance Measures / Reporting Requirements:

1. Required Reporting Certifications

If awarded federal pass-through funds, the LHD as well as all SubGrantees of the LHD must certify the following whenever 1) applying for funds, 2) requesting payment, and 3) submitting financial reports:

"I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812."

1. Performance Measures:

- a. Maintain active participation in the WIC Program, which is defined as at least 97% of the base caseload. The base caseload for the LHD's local WIC agency is provided in Attachment A.
- a. Prepare and maintain attendance rosters for the annual vendor training and other vendor training described in Section III, Paragraphs 3.k.1.g. and 3.k.1.h. Original copies of rosters shall be made available for review by the Community Nutrition Services Section staff during monitoring visits.
- b. Prepare and maintain documentation of the successful completion of the appropriate level of WIC Breastfeeding Support training for each staff member.

2. Reporting Requirements:

- a. With the signed Agreement Addendum, submit the Nutrition Education Plan for Fiscal Year 2025-2026 as described in Section III, Paragraph 3.f.
- a. With the signed Agreement Addendum, submit an evaluation of the Nutrition Education Plan for Fiscal Year 2024-2025 as described in Section III, Paragraph 3.g.
- b. With the signed Agreement Addendum, submit the Recruitment and Retention Plan for Fiscal Year 2025-2026 as described in Section III, Paragraph 3.h.
- c. With the signed Agreement Addendum, submit an evaluation of the Recruitment and Retention Plan for Fiscal Year 2024-2025 as described in Section III, Paragraph 3.i.

V. Performance Monitoring and Quality Assurance:

1. The Community Nutrition Services Section uses the Crossroads software system to track participation. Monthly participation reports are prepared, analyzed, and distributed to Local WIC Directors and Local Health Directors for evaluation and to inform trend analysis.
1. The Nutrition Education Plan is reviewed by Community Nutrition Services Section staff and approved annually.
2. The Recruitment and Retention Plan is reviewed by Community Nutrition Services Section staff and approved annually.
3. According to federal regulations, the Community Nutrition Services Section is required to conduct a comprehensive monitoring visit of each WIC agency every two years. If areas of concern are found, the LHD's local WIC agency is required to write a corrective action plan, which is reviewed and approved by the Community Nutrition Services Section staff who monitored the LHD's local WIC agency.
4. Community Nutrition Services Section staff shall follow up on the implementation of any corrective action plan within six months of the initial monitoring visit. To close the corrective action plan, Community Nutrition Services Section staff will follow up to verify full implementation of the corrective action plan. If the LHD's local WIC agency is deemed out of compliance, Community Nutrition Services Section staff shall provide technical assistance, and funds may be withheld until the LHD's local WIC agency is back in compliance with deliverables.
5. In the year between the Community Nutrition Services Section's comprehensive monitoring visits, the LHD's local WIC agency shall complete and submit a comprehensive self-assessment (Local Agency Self-Assessment). If areas of concern are found, the LHD's local WIC agency shall develop a corrective action plan. This plan will be reviewed and approved by the Community Nutrition Services Section staff and later assessed to ensure full implementation.
6. LHD's local WIC agency inventory records are reviewed by Community Nutrition Services Section staff during routine monitoring visits.

VI. Funding Guidelines or Restrictions:

1. Requirements for pass-through entities: In compliance with 2 CFR §200.331 – *Requirements for pass-through entities*, the Division of Child and Family Well-Being provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda.

- a. Definition: A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.
 - b. Frequency: Supplements will be generated as the Division of Child and Family Well-Being receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the Local Health Department even if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.
2. The LHD must complete Attachment B, "WIC Budget Page" to allocate funds among the four WIC activities (Client Services, Breastfeeding Promotion, Nutrition Education, and General Administration). The LHD must follow the instructions on the Budget Page so that the total allocations match the total on the Budgetary Estimate. Local WIC agencies must meet the minimum/maximum thresholds applicable for specific program areas. The WIC Budget Page form is to be signed and returned with the WIC Agreement Addendum to the Division's Contract Unit.
 3. Final reconciliation by Federal Funding Year which shall be used to support program costs during these periods:

<u>Priority</u>	<u>Funding Source</u>	<u>Service Period</u>	<u>Final Reconciliation Date</u>
1	3025	June 1, 2025 – September 30, 2025	November 30, 2025
2	3026	October 1, 2025 – May 31, 2026	June 30, 2026

4. At the discretion of the Assistant Director, Division of Child and Family Well-Being, Community Nutrition Services Section, funding may be reduced if the average monthly participation falls below 97% of the base caseload.
5. At the discretion of the Assistant Director, Division of Child and Family Well-Being, Community Nutrition Services Section, additional funding may be provided to the LHD if the average monthly participation rises above 100% of the base caseload assignment, at which time the base caseload assignment will also increase through the issuance of an Agreement Addendum Revision.
6. The LHD shall develop a process for monitoring spending in an effort to avoid lapsing funds. At the discretion of the Assistant Director, Division of Child and Family Well-Being, Community Nutrition Services Section, funding allocation may be reduced if it is determined the local agency is at risk of lapsing fund

WIC PROGRAM

Agency Name: Moore County Health Department

Contact Person Name: _____

Contact Information Phone / Email: _____

 X Original

Revision # _____

Revision applies to:

_____ SFY allocation (June – September)

_____ FFY allocation (October – May)

	Amount
2D15403 Client Services	
2D15404 Nutrition Education (Minimum Amount \$58,978)	
2D15405 General Administration (Maximum Amount \$29,489)	
2D15409 Breastfeeding Promotion (Minimum Amount \$11,160)	
Total	\$294,889

STATE USE ONLY	
3025 Federal Fiscal Year	3026 Federal Fiscal Year

Instructions for completing the original budget:

Using the funds listed for the 'Total' above, allocate your funds among the four WIC activities. Note the minimum level of funds that must be budgeted for Nutrition Education and Breastfeeding Promotion, and the maximum amount of funds to be budgeted in General Administration. Your total for the four activities should match the total on the Budgetary Estimate. This form is to be signed and returned with the WIC Agreement Addendum to the Division's Contract Unit.

Instructions for completing budget revisions:

This form may be reproduced and used to submit budget revisions. When submitting budget revisions, show the amount of funds being increased or decreased in the amount column for the respective activity (ex. +1000 or -1000). Place a line through the total amount and add a zero next to that amount to indicate that the revision is not increasing or decreasing the total. Indicate the Revision # for your budget revision. Budget revisions are due in the program office by May 1st for close-out of the state fiscal year and September 1st for close-out of the federal fiscal year, or monthly as needed. **This form should be emailed to NSB.Contracts@dhhs.nc.gov.**

Signature of Local Agency Director

Date

Signature of Local Finance Officer

Date

Signature of State WIC Operations Manager

Date

North Carolina Department of Health and Human Services
Division of Child and Family Well Being
Community Nutrition Services Section

SFY25-26 Base Caseload
July 1, 2025 -May 31, 2026

Attachment A

Local Agency	Base Caseload	97% of Base Caseload	Local Agency	Base Caseload	97% of Base Caseload
Alamance	4483	4349	Johnston	5052	4900
Albemarle Regional	3707	3596	Jones	196	190
Alexander	838	813	Lee	1719	1667
Anson	742	720	Lenoir	2071	2009
Appalachian District	1604	1556	Lincoln	1741	1689
Beaufort	1425	1382	Macon	783	760
Bladen	1063	1031	Madison	407	395
Brunswick	3307	3208	Mecklenburg	23618	22909
Buncombe	4382	4251	Montgomery	1156	1121
Burke	2275	2207	Moore	1472	1428
Cabarrus	3675	3565	M-T-W District	1365	1324
Caldwell	1908	1851	Nash	2233	2166
Carteret	1237	1200	New Hanover	3668	3558
Caswell	502	487	Northampton	421	408
Catawba	3674	3564	Onslow	6753	6550
Cherokee	584	566	Pamlico	307	298
Clay	254	246	Pender	1317	1277
Cleveland	4065	3943	Person	847	822
Columbus	1445	1402	Pitt	4347	4217
Craven	3023	2932	Polk	250	243
Cumberland	11301	10962	Randolph	3498	3393
Dare	556	539	Richmond	2178	2113
Davidson	4056	3934	Robeson	5535	5369
Davie	872	846	Rockingham	2184	2118
Duplin	2248	2181	Rowan	2461	2387
Edgecombe	1296	1257	Sampson	2172	2107
Foothills	2871	2785	Scotland	1285	1246
Forsyth	9991	9691	Stanly	1698	1647
Franklin	1320	1280	Stokes	947	919
Gaston	4872	4726	Surry	1833	1778
Graham	281	273	Swain	289	280
Granville-Vance	3046	2955	Toe River District	724	702
Greene	528	512	Transylvania	558	541
Guilford	13005	12615	Union	4218	4091
Halifax	1444	1401	Wake	19803	19209
Harnett	3421	3318	Warren	511	496
Haywood	1258	1220	Wayne	4961	4812
Henderson	1852	1796	Wilkes	1789	1735
Hoke	1972	1913	Wilson	2344	2274
Iredell	3722	3610	Yadkin	1043	1012
Jackson	832	807	Yancey	370	359

FY26 - FAS Activity Nbr + Name: **403 WIC**
 federal award supplement FAS Number + Reason: **1** This FAS is accompanying an AA+BE or an AA Revision-BE Revision.
 Assistance Listing Nbr + Name: **10.557 Special Supplemental Nutrition Program for Women, Infants and Children**
 Is award R&D?: **no** FAIN: **255NC705W1003** IDC rate: **n/a** Fed awd total amt: **538,528,771**

Fed award project description: **Women, Infants & Children (2 year)**

Fed awd date + awarding agency: **01-08-25 USDA, Food and Nutrition Service**

Subrecipient	Subrecipient's UEI	Federal funds from grant listed above	Total federal funds for entire Activity	Subrecipient	Subrecipient's UEI	Federal funds from grant listed above	Total federal funds for entire Activity
Alamance	F5VHYUU13NC5	\$ 299,431	\$ 898,293	Jackson	X7YWMY6ZP574	\$ 55,578	\$ 166,733
Albemarle	WAAVS51PNMK3	\$ 247,628	\$ 742,883	Johnston	SYGAGEFDHYR7	\$ 337,441	\$ 1,012,321
Alexander	XVEEJSNY7UX9	\$ 55,945	\$ 167,835	Jones	HE3NNNUE27M7	\$ 13,059	\$ 39,178
Anson	PK8UYTSNJCC3	\$ 49,566	\$ 148,697	Lee	F6A8UC99JWJ5	\$ 114,830	\$ 344,488
Appalachian	CD7BFHB8W539	\$ 107,170	\$ 321,508	Lenoir	QKUFL37VPGH6	\$ 138,310	\$ 414,928
Beaufort	RN15XFD4LXN6	\$ 95,157	\$ 285,470	Lincoln	UGGQGS5K8GJ5	\$ 116,266	\$ 348,796
Bladen	TLCTJWDJH1H9	\$ 71,008	\$ 213,025	Macon	LLPJBC6N2LL3	\$ 52,304	\$ 156,913
Brunswick	M3BMXLN9NJT5	\$ 220,908	\$ 662,723	Madison	YQ96F8BJYTJ9	\$ 27,188	\$ 81,563
Buncombe	W5TCDKMLHE69	\$ 292,740	\$ 878,220	MTW	ZKK5GNRNBBY6	\$ 91,149	\$ 273,446
Burke	KV3HUFURQDM5	\$ 151,970	\$ 455,910	Mecklenburg	EZ15XL68MM68	\$ 1,577,683	\$ 4,733,047
Cabarrus	RXDXNEJKJFU7	\$ 245,456	\$ 736,370	Montgomery	E78ZAJM38FL3	\$ 77,243	\$ 231,729
Caldwell	HL4FGNJNGE97	\$ 127,421	\$ 382,263	Moore	HFNSK95FS7Z8	\$ 98,296	\$ 294,889
Carteret	UC6WJ2MQMJS8	\$ 82,598	\$ 247,795	Nash	NF58K566HQM7	\$ 149,164	\$ 447,493
Caswell	JDJ7Y7CGYC86	\$ 33,534	\$ 100,601	New Hanover	F7TLT2GMEJE1	\$ 245,022	\$ 735,067
Catawba	GYUNA9W1NFM1	\$ 245,424	\$ 736,270	Northampton	CRA2KCAL8BA4	\$ 28,123	\$ 84,368
Chatham	KE57QE2GV5F1	-	-	Onslow	EGE7NBXW5JS6	\$ 451,100	\$ 1,353,301
Cherokee	DCEGK6HA11M5	\$ 38,978	\$ 116,933	Orange	GFFMCW9XDA53	-	-
Clay	HYKLQVNWXLX7	\$ 16,934	\$ 50,801	Pamlico	FT59QFEAU344	\$ 20,508	\$ 61,523
Cleveland	UWMUYMPVL483	\$ 271,542	\$ 814,626	Pender	T11BE678U9P5	\$ 87,976	\$ 263,927
Columbus	V1UAJ4L87WQ7	\$ 96,526	\$ 289,578	Person	FQ8LFJGMABJ4	\$ 56,580	\$ 169,739
Craven	LTZ2U8LZQ214	\$ 201,936	\$ 605,809	Pitt	VZNPMLCFT5R6	\$ 290,402	\$ 871,206
Cumberland	HALNDBWJ3GW4	\$ 754,874	\$ 2,264,620	Polk	QZ6BZPGLX4Y9	\$ 16,700	\$ 50,100
Dare	ELV6JGB11QK6	\$ 37,163	\$ 111,489	Randolph	T3BUM1CV59N5	\$ 233,666	\$ 700,999
Davidson	C9P5MDJC7KY7	\$ 270,940	\$ 812,822	Richmond	Q63FZNTJM3M4	\$ 145,457	\$ 436,371
Davie	L8WBGHLH2V39	\$ 58,250	\$ 174,749	Robeson	LKBEJQFLAAK5	\$ 369,704	\$ 1,109,114
Duplin	KZN4GK5262K3	\$ 150,167	\$ 450,499	Rockingham	KGCCCHJZZ43	\$ 145,858	\$ 437,573
Durham	LJ5BA6U2HLM7	-	-	Rowan	GCB7UCV96NW6	\$ 164,395	\$ 493,184
Edgecombe	MAN4LX44AD17	\$ 86,573	\$ 259,718	Sampson	WRT9CSK1KJY5	\$ 145,112	\$ 435,336
Foothills	NGTEF2MQ8LL4	\$ 191,782	\$ 575,348	Scotland	FNVTUQUQGCHM5	\$ 85,805	\$ 257,414
Forsyth	V68BGVQ67YPY5	\$ 667,421	\$ 2,002,263	Stanly	U86MZUYPL7C5	\$ 113,449	\$ 340,346
Franklin	FFKTRQCNN143	\$ 88,143	\$ 264,428	Stokes	W41TRA3NUNS1	\$ 63,282	\$ 189,846
Gaston	QKY9R8A8D5J6	\$ 325,472	\$ 976,416	Surry	FMWCTM24C9J8	\$ 122,445	\$ 367,333
Graham	L8MAVKQJTYN7	\$ 18,771	\$ 56,312	Swain	TAE3M92L4QR4	\$ 19,327	\$ 57,982
Granv-Vance	MGQJKK22EJB3	\$ 203,472	\$ 610,418	Toe River	JUA6GAUQ9UM1	\$ 48,363	\$ 145,090
Greene	VCU5LD71N9U3	\$ 35,270	\$ 105,811	Transylvania	YLN4BFCJCP39	\$ 37,274	\$ 111,823
Guilford	YBEQNGFJPMJ3	\$ 868,701	\$ 2,606,102	Union	LHMKBD4AGRJ5	\$ 281,763	\$ 845,287
Halifax	MRL8MYNJ3Y5	\$ 96,426	\$ 289,277	Wake	FTJ2WJPLWMJ3	\$ 1,322,841	\$ 3,968,521
Harnett	JBDCD9V41BX7	\$ 228,545	\$ 685,635	Warren	TLNAU5CNHSU5	\$ 34,157	\$ 102,471
Haywood	DQHZEVAV95G5	\$ 84,035	\$ 252,103	Wayne	DACFHCLQKMS1	\$ 331,394	\$ 994,184
Henderson	TG5AR81JLFQ5	\$ 123,714	\$ 371,141	Wilkes	M14KKHY2NNR3	\$ 119,527	\$ 358,582
Hoke	C1GWSADARX51	\$ 131,752	\$ 395,256	Wilson	ME2DJHMYWG55	\$ 156,546	\$ 469,637
Hyde	T2RSYN36NN64	-	-	Yadkin	PLCDT7JFA8B1	\$ 69,672	\$ 209,017
Iredell	XTNRLKJLA459	\$ 248,597	\$ 745,789	Yancey	L98MCUHKC2J8	\$ 24,716	\$ 74,148

UEI = Unique Entity Identifier

Federal Award Reporting Requirements for Pass-Through Agencies, 2 CFR § 200.331 DPH v1.05-30-24 (ag)

Activity 403	AA	133001 2D15403 20G0001001	Total Allocated	133001 2D15403 20G0001001	Total Allocated	133001 2D15404 20G0001001	Total Allocated	133001 2D15405 20G0001001	Total Allocated	133001 2D15405 20G0001001	Total Allocated	133001 2D15409 20G0001001	Total Allocated	Proposed Total	New Total
Service Period		06/01-09/30		10/01-05/31		06/01-09/30		10/01-05/31		06/01-09/30		10/01-05/31			
Payment Period		07/01-11/30		11/01-06/30		07/01-11/30		11/01-06/30		07/01-11/30		11/01-06/30			
01 Alamance	*	0	299,431	\$0.00	598,862	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	898,293
D1 Albemarle	*	0	247,628	\$0.00	495,255	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	742,883
02 Alexander	*	0	55,945	\$0.00	111,890	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	167,835
04 Anson	*	0	49,566	\$0.00	99,131	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	148,697
D2 Appalachian	*	0	107,170	\$0.00	214,338	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	321,508
07 Beaufort	*	0	95,157	\$0.00	190,313	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	285,470
09 Bladen	*	0	71,008	\$0.00	142,017	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	213,025
10 Brunswick	*	0	220,908	\$0.00	441,815	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	662,723
11 Buncombe	*	0	292,740	\$0.00	585,480	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	878,220
12 Burke	*	0	151,970	\$0.00	303,940	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	455,910
13 Cabarrus	*	0	245,456	\$0.00	490,914	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	736,370
14 Caldwell	*	0	127,421	\$0.00	254,842	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	382,263
16 Carteret	*	0	82,598	\$0.00	165,197	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	247,795
17 Caswell	*	0	33,534	\$0.00	67,067	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	100,601
18 Catawba	*	0	245,424	\$0.00	490,846	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	736,270
19 Chatham	*	0	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0
20 Cherokee	*	0	38,978	\$0.00	77,955	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	116,933
22 Clay	*	0	16,934	\$0.00	33,867	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	50,801
23 Cleveland	*	0	271,542	\$0.00	543,084	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	814,626
24 Columbus	*	0	96,526	\$0.00	193,052	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	289,578
25 Craven	*	0	201,936	\$0.00	403,873	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	605,809
26 Cumberland	*	0	754,874	\$0.00	1,509,746	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	2,264,620
28 Dare	*	0	37,163	\$0.00	74,326	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	111,489
29 Davidson	*	0	270,940	\$0.00	541,882	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	812,822
30 David	*	0	58,250	\$0.00	116,499	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	174,749
31 Duplin	*	0	150,167	\$0.00	300,332	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	450,499
32 Durham	*	0	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0
33 Edgecombe	*	0	86,573	\$0.00	173,145	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	259,718
D7 Foothills	*	0	191,782	\$0.00	383,566	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	575,348
34 Forsyth	*	0	667,421	\$0.00	1,334,842	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	2,002,263
35 Franklin	*	0	88,143	\$0.00	176,285	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	264,428
36 Gaston	*	0	325,472	\$0.00	650,944	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	976,416
38 Graham	*	0	18,771	\$0.00	37,541	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	56,312
D3 Gran-Vance	*	0	203,472	\$0.00	406,946	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	610,418
40 Greene	*	0	35,270	\$0.00	70,541	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	105,811
41 Guilford	*	0	868,701	\$0.00	1,737,401	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	2,606,102
42 Halifax	*	0	96,426	\$0.00	192,851	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	289,277
43 Harnett	*	0	228,545	\$0.00	457,090	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	685,635
44 Haywood	*	0	84,035	\$0.00	168,068	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	252,103
45 Henderson	*	0	123,714	\$0.00	247,427	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	371,141
47 Hoke	*	0	131,752	\$0.00	263,504	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	395,256
48 Hyde	*	0	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0
49 Iredell	*	0	248,597	\$0.00	497,192	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	745,789
50 Jackson	*	0	55,578	\$0.00	111,155	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	166,733
51 Johnston	*	0	337,441	\$0.00	674,880	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	1,012,321
52 Jones	*	0	13,059	\$0.00	26,119	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	39,178
53 Lee	*	0	114,830	\$0.00	229,658	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	344,488
54 Lenoir	*	0	138,310	\$0.00	276,618	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	414,928

55 Lincoln	1863	0	116,266	\$0.00	232,530	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	348,796	348,796
56 Macon	*	0	52,304	\$0.00	104,609	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	156,913	156,913
57 Madison	*	0	27,188	\$0.00	54,375	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	81,563	81,563
D4 Mt-TW	*	0	91,149	\$0.00	182,297	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	273,446	273,446
60 Mecklenburg	*	0	1,577,683	\$0.00	3,155,364	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	4,733,047	4,733,047
62 Montgomery	*	0	77,243	\$0.00	154,486	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	231,729	231,729
63 Moore	*	0	98,296	\$0.00	196,593	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	294,889	294,889
64 Nash	*	0	149,164	\$0.00	298,329	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	447,493	447,493
65 New Hanover	*	0	245,022	\$0.00	490,045	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	735,067	735,067
66 Northampton	*	0	28,123	\$0.00	56,245	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	84,368	84,368
67 Onslow	*	0	451,100	\$0.00	902,201	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	1,353,301	1,353,301
68 Orange	*	0	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	0
69 Pamlico	*	0	20,508	\$0.00	41,015	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	61,523	61,523
71 Pender	*	0	87,976	\$0.00	175,951	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	263,927	263,927
73 Person	*	0	56,580	\$0.00	113,159	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	169,739	169,739
74 Pitt	*	0	290,402	\$0.00	580,804	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	871,206	871,206
75 Polk	*	0	16,700	\$0.00	33,400	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	50,100	50,100
76 Randolph	*	0	233,666	\$0.00	467,333	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	700,999	700,999
77 Richmond	*	0	145,457	\$0.00	290,914	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	436,371	436,371
78 Robeson	*	0	369,704	\$0.00	739,410	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	1,109,114	1,109,114
79 Rockingham	*	0	145,858	\$0.00	291,715	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	437,573	437,573
80 Rowan	*	0	184,395	\$0.00	368,789	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	493,184	493,184
82 Sampson	*	0	145,112	\$0.00	290,224	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	435,336	435,336
83 Scotland	*	0	85,805	\$0.00	171,609	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	257,414	257,414
84 Stanly	*	0	113,449	\$0.00	226,897	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	340,346	340,346
85 Stokes	*	0	63,282	\$0.00	126,564	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	189,846	189,846
86 Surry	*	0	122,445	\$0.00	244,888	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	367,333	367,333
87 Swain	*	0	19,327	\$0.00	38,655	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	57,982	57,982
D6 Toe River	*	0	48,363	\$0.00	96,727	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	145,090	145,090
88 Transylvania	*	0	37,274	\$0.00	74,549	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	111,823	111,823
90 Union	*	0	281,763	\$0.00	563,524	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	845,287	845,287
92 Wake	*	0	1,322,841	\$0.00	2,645,680	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	3,968,521	3,968,521
93 Warren	*	0	34,157	\$0.00	68,314	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	102,471	102,471
96 Wayne	*	0	331,394	\$0.00	662,790	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	994,184	994,184
97 Wilkes	*	0	119,527	\$0.00	239,055	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	358,582	358,582
98 Wilson	*	0	156,546	\$0.00	313,091	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	469,637	469,637
99 Yadkin	*	0	69,672	\$0.00	139,345	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	209,017	209,017
00 Yancey	*	0	24,716	\$0.00	49,432	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	74,148	74,148
Totals			15,701,615	0	31,403,204	0	0	0	0	0	0	0	0	0	0	0	0	0

Sign and Date - DCFW Program Staff	Mary Jo Harris	1/27/2025	Sign and Date - DCFW Program Staff	Kimberly J. Lovenduski	1.27.25
Sign and Date - DCFW Budget Admin	Tinishia Washington	1/28/25	Sign and Date - DCFW Signer	Tinishia Washington	1/28/25

Division of Child and Family Well-Being

Agreement Addendum

FY 2025-26

Page 1 of 7

Moore County Health Department
Local Health Department Legal Name

803 School Nurse Funding Initiative
Activity Number and Description

06/01/2025 – 05/31/2026
Service Period

07/01/2025 – 06/30/2026
Payment Period

☒ Original Agreement Addendum
☐ Agreement Addendum Revision # _____

Whole Child Health/School, Adolescent and
 Child Health

DCFW Section / Unit Name

Jennifer Corso (984) 275-9806
 jennifer.corso@dhhs.nc.gov

DCFW Program Contact
 (name, phone number, and email)

DCFW Program Signature

(only required for a negotiable Agreement Addendum)

Date

I. **Background:**

The mission of the North Carolina Division of Child and Family Well-Being includes the development and promotion of programs and services that protect and enhance the health of children. According to the Centers for Disease Control and Prevention (CDC), the academic success of America's youth is strongly linked with their health. Health-related factors such as hunger, physical and emotional abuse, chronic illness, and deficits in vision and hearing can lead to poor school performance. Health-risk behaviors such as early sexual initiation, violence, and physical inactivity also are consistently linked to poor grades and test scores, and lower educational attainment. In turn, academic success is an excellent indicator for the overall well-being of youth and a primary predictor and determinant of adult health outcomes. Leading national education organizations recognize the close relationship between health and education, as well as the need to foster health and well-being within the educational environment for all students. Scientific reviews have documented that school health programs can have positive effects on educational outcome, as well as health-risk behaviors and health outcomes.

School nurses play a critical role in promoting the health and safety of young people and helping them to establish lifelong healthy behaviors which can result in the minimizing the effects of chronic health conditions including obesity, diabetes and other chronic health conditions that impact readiness to learn. School nurses are often the initial care providers for many student health issues. Access to school nursing services can be limited by the number of local school nurses serving the student population (school nurse to student ratio).

Health Director Signature (use blue ink or verifiable digital signature)

Date

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

LHD program contact name: _____

Phone and email address: _____

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

Template rev. Sept 2024

II. Purpose:

This Agreement Addendum improves the school nurse to student ratio in the school district to increase access to school nursing services and have a positive impact on improving children's health and their readiness to learn. Funds will be used to employ one or more registered school nurses, to work full-time in local school and enhance the local capacity to provide basic health services to students.

The long-term program outcome is for Moore County Public Schools to decrease the nurse to student ratio from **1: 946** (at most) to **1:880** to have a positive impact on improving children's health and their readiness to learn. The short-term and/or interim outcomes are to reduce the nurse to student ratio in Moore County Public Schools from **1: 946** to **1:880** and to improve access to basic health services for 100% of students served.

III. Scope of Work and Deliverables:

The Local Health Department shall:

1. Engage in the work defined under this Agreement Addendum for approximately **880** students per Moore County Schools PSU ratio.
2. **Employ or assure the employment of** registered school nurses, meeting the rules, qualifications, and training set by the State Board of Education (<http://www.dpi.nc.gov/districts-schools/district-employees#StateSalaryManualandForms-1390>), in the quantity listed in the table below, to work full-time as a school nurse(s) consistent with the requirements of the School Nurse Funding Initiative (SNFI):

School Nurse Assignment	# SNFI Nurses
Moore County Schools	1

- a. Notify the DCFW Regional School Health Nurse Consultant (RSHNC) within four working days if a SNFI nurse position becomes vacant, by means of the School Nurse Staff Change Notification Form supplied by DCFW.
- b. Submit to the RSHNC, within 30 days of a position being made vacant, a recruitment plan for the any SNFI nurse position that is vacated during the service period of this Agreement Addendum.
- c. Notify the RSHNC within four working days after initial hire or replacement hire for any SNFI nurse position, on a form that is supplied by the DCFW RSHNC during the service period for the agreement Addendum. This notification must include all items listed on the form.
- d. Upon hiring, ensure that those nurses hired into SNFI school nurse positions are duly registered by the North Carolina Board of Nursing and fully permitted to practice in the State of North Carolina.
- e. Assure that SNFI nurses employed through this Agreement Addendum will be supported at the same level as other school nurses in the PSU, including such things as providing adequate space, computer equipment, supplies, and in-district travel expenses.

- f. Provide accurate contact information and timely notification of changes in the contact information of key contacts, including school nurse supervisor, SNFI nurse, contract program administrator, and contract fiscal officer.
 - g. Provide notification to the RSHNC, within four working days, should a change in the local school nurse full-time equivalencies or assignment be expected to reduce access by students to basic health services provided by the SNFI nurse through changing the local school nurse to student ratio.
3. Assure implementation of **annual work plan for each SNFI nurse**, consistent with the Scope of Work requirements.
- a. The Work plan shall address the delivery of basic health services, including activities, strategies, and goals within, but not limited to, the following areas:
 1. Preventing and responding to communicable disease outbreaks.
 2. Developing and implementing plans for emergency medical assistance for students and staff.
 3. Supervising specialized clinical services and associated health teaching for students with chronic conditions and other special health needs.
 4. Administering, delegating where appropriate, and providing oversight and evaluation of medication administration and associated health teaching for other school staff who provide this service.
 5. Providing or arranging for routine health assessments, such as vision, hearing, or dental screening, and follow-up referrals.
 6. Assuring that federal and state mandated health related activities are completed, which includes but is not limited to: Health Assessments, Immunization Status Reports, blood-borne pathogen control plan (OSHA) requirements, services under Section 504, Individuals with Disabilities Education Act, Healthy Active Children (GCS-S-000) requirements for School Health Advisory Councils, and other mandated laws, rules and regulations pertaining to school health.

AND, as required by HB200 SL 2022-145 Section 10.22 (b), assure that school nurses funded by the School Nurse Initiative (SNFI) do not assist in any instructional or administrative duties associated with a school's curriculum and do perform all the following with respect to school health programs:

 7. Serve as coordinator of the health services program in their assigned schools and provide nursing care.
 8. Provide health education to students, staff, and parents.
 9. Identify health and safety concerns in the school environment and promote a nurturing school environment.
 10. Support healthy food services programs.

11. Promote healthy physical education, sports policies, and practices.
 12. Provide health counseling, assess mental health needs, provide interventions, and refer students to appropriate school staff or community agencies.
 13. Promote community involvement in assuring a healthy school and serve as school liaison to a health advisory committee.
 14. Provide health education and counseling and promote healthy activities and a healthy environment for school staff.
 15. Be available to assist the county health department during a public health emergency.
- b. The work plan shall also outline compliance with the rules, qualification, and training set by the State Board of Education (<http://www.dpi.nc.gov/districts-schools/district-employees#StateSalaryManualandForms-1390>).
4. Assure that every newly hired SNFI nurse will be provided with paid time and reimbursement of costs associated with attendance or participation in continuing education, at the same level of cost reimbursement provided to other professional school employees. Up to \$750 of SNFI funding may be budgeted for participation in professional development workshops or conferences. The SNFI nurses must participate in the School Nursing: Roles and Responsibilities Workshop series. This includes both the on-line orientation course at the start of employment and the didactic completion course at the next available offering, unless previously attended within five years. If any SNFI nurse has previously attended that workshop, assure that the SNFI nurse will be allowed to participate in other related training such as a School Nurse Certification review course, a Pediatric Physical Assessment for School Nurses Workshop, or the Annual School Nurse Conference.
 5. Assure that the Memorandum of Agreement that exists between all health departments and PSUs clearly addresses emergency and disaster preparedness and response, states that emergency and disaster service by SNFI nurse is an allowable use of their time and states the way to SNFI nurses are to be made available to assist the Local Health Department during a public health emergency. The following should be addressed for emergency and disaster preparedness and response:
 - a. Areas of responsibility and oversight
 - b. Liability issues
 - c. Training for specific roles in emergencies
 - d. Periodic assessment and evaluation of emergency plans
 - e. School nurses' roles and responsibilities during emergency and disaster response
 6. Collaborate with the School Health Nurse Consultants on DCFW initiatives to help implementation at the local level (e.g., school nurse care management, immunization initiatives).

IV. Performance Measures / Reporting Requirements:**1. Performance Measures:**

- a. Employ or assure the employment of a registered nurse(s) to work full-time as school nurse(s) consistent with the requirements of the SNFI in the assigned PSU.
- b. Assure completion of an annual work plan consistent with the program requirements for each SNFI nurse which will be reviewed with the RSHNC during monitoring activities throughout the year.

2. Reporting Requirements:

- a. Provide data to the Public-School Unit (PSU) for inclusion in the North Carolina Annual Survey of Public-School Health Services. The data must be provided to the PSU in time for the PSU to include that data in its report submitted to the RSHNC prior to the end of the academic year.

V. Performance Monitoring and Quality Assurance:**1. The DCFW Regional School Health Nurse Consultant (RSHNC) will monitor the Local Health Department's performance by:**

- a. Conducting annual site visits to monitor work plan progress for each SNFI nurse.
 - b. Reviewing expenditures quarterly to assure that funds are spent according to the funding restrictions indicated in Section VI, Paragraph 2.
 - c. Monitoring vacancies, recruitment, and hiring.
 - d. Maintaining contact, no less than twice a year (by email, phone, and on-site) with the Local Health Department in order to review its progress on Agreement Addendum deliverables.
 - e. Scope of Work and Deliverables, as outlined in this Agreement Addendum, will be monitored via reported work plan progress, including compliance with the rules, qualifications, and training set by the State Board of education (<https://www.dpi.nc.gov/districts-schools/district-operations/financial-and-business-services/compensation-public-school-employees#StateSalaryManualandForms-1390>).
2. The RSHNC will prepare an annual monitoring report and a copy of it will be made available to the Local Health Director. If this report indicates failure to adhere to deliverables in this Agreement Addendum, the Local Health Director or designee will work with the RSHNC to develop a corrective action plan. If the corrective action does not meet contract requirements, DCFW may take action resulting in cessation of funding and termination of the Agreement Addendum.
3. The Local Health Department shall adhere to the following service quality measures for this Agreement Addendum:
- a. Service is provided by registered school nurses compliant with the rules, qualifications and

training set by the State Board of Education (<https://www.dpi.nc.gov/districts-schools/district-operations/financial-and-business-services/compensation-public-school-employees#StateSalaryManualandForms-1390>).

- b. Services are provided in accordance with standards established by the North Carolina Nurse Practice Act and the North Carolina Board of Nursing. The North Carolina School Health Program Manual, latest edition, shall be consulted as a resource, as well as the Scope and Standards of School Nursing developed by the National Association of School Nurses.
- c. Services are provided in a culturally sensitive manner.
- d. Services are provided with adherence to federal law in relation to privacy of student records, following both HIPAA (Health Insurance Portability and Accountability Act) and FERPA (Family Educational Rights and Privacy Act), as applicable. Where HIPAA and FERPA may appear to be in conflict, FERPA shall be followed regarding records defined as a part of the student's educational record; US Department of Education and North Carolina Department of Public Instruction guidelines are resources.

VI. Funding Guidelines or Restrictions:

1. Requirements for pass-through entities: In compliance with 2 CFR §200.331 – *Requirements for pass-through entities*, the Division of Child and Family Well-Being provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda.
 - a. Definition: A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.
 - b. Frequency: Supplements will be generated as the Division of Child and Family Well-Being receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the Local Health Department even if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.
2. The Local Health Department shall use funds only for salary, fringe benefits and to support continuing education and required school nurse training.
3. The Local Health Department shall assure that these funds will not supplant existing funds supporting school nurse positions. Communities will maintain the current level of effort and funding for school nurses.
4. Vaccines that exist longer than six months may cause a Corrective Action Plan to be issued and may result in loss of funding.
5. Funds shall be drawn down each month to support the SNFI nurse salary, fringe benefits, and continuing education. If SNFI funds are used when subcontracting with other employers (such as a

Public-School Unit (PSU) or hospital), the drawdown shall be consistent with the amount billed to the Local Health Department for expenses incurred.

6. The priority of the allocation during a full year supports salary and fringe benefits for the SNFI nurses. Where the allocation exceeds the amount needed to fully fund the SNFI nurses' salary and fringe benefits, lapsed salary and fringe benefits may be used to support training as described in Paragraph III .3 above. **No other expenditures are allowable using this allocation.**
7. If salaries and fringe benefits exceed the state allocation, local funds must be used. If more than one position is allocated, state funds provided for the positions can be combined. This will allow use of more than \$50,000 (annual allocation per position) for a position if education and experience qualify one nurse for more than \$50,000 and another for less than \$50,000.

Division of Public Health

Agreement Addendum

FY 25-26

Page 1 of 4

Moore County Health Department
Local Health Department Legal Name

Local and Community Support /
 Local Technical Assistance & Training
DPH Section / Branch Name

110 General Aid-to-Counties
Activity Number and Description

Susan H. Little, 919-215-4471
 susan.little@dhhs.nc.gov
DPH Program Contact
 (name, phone number, and email)

06/01/2025 – 05/31/2026
Service Period

DPH Program Signature **Date**
 (only required for a negotiable Agreement Addendum)

07/01/2025 – 06/30/2026
Payment Period

☒ Original Agreement Addendum
☐ Agreement Addendum Revision # _____

I. **Background:**

This funding is the only recurring unrestricted state funding for local health departments that they may use for locally determined needs or purposes. The General Aid-to-Counties Activity was begun in the early 1970s with a fiscal year allocation of slightly less than \$5 million. The total allocation for FY 2025-26 is \$11,306,871.

The funding provided by this Activity is to support the delivery of the **10 Essential Public Health Services**¹, the core functions of public health, and the specific health needs or health status indicators selected by each local health department.

II. **Purpose:**

This Agreement Addendum enhances the Local Health Department's ability to deliver the essential services that it should provide to those living in the community it serves and to meet locally determined needs for which there is no or not enough categorical funding.

The North Carolina General Statute § 130A-1.1(b)² states: a local health department shall ensure that the following 10 Essential Public Health Services are available and accessible to the population in each county served by the local health department:

1. Monitoring health status to identify community health problems.
2. Diagnosing and investigating health hazards in the community.

¹ <https://publichealth.nc.gov/mission.htm>

² https://www.ncleg.net/enactedlegislation/statutes/pdf/bychapter/chapter_130a.pdf

Health Director Signature (use blue ink or verifiable digital signature)

Date

LHD to complete: [For DPH to contact in case follow-up information is needed.]	LHD program contact name: _____ Phone and email address: _____
---	---

Signature on this page signifies you have read and accepted all pages of this document. Template rev. August 2021

3. Informing, educating, and empowering people about health issues.
4. Mobilizing community partnerships to identify and solve health problems.
5. Developing policies and plans that support individual and community health efforts.
6. Enforcing laws and regulations that protect health and ensure safety.
7. Linking people to needed personal health care services and ensuring the provision of health care when otherwise unavailable.
8. Ensuring a competent public health workforce and personal health care workforce.
9. Evaluating effectiveness, accessibility, and quality of personal and population-based health services.
10. Conducting research.

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

These funds may be used for any public health program or purpose, any locally identified need or current health status data, and to support the delivery of the 10 Essential Public Health Services. The Local Health Department **must report at the end of the fiscal year** how the funds were spent related to the 10 Essential Public Health Services and locally determined needs. These funds may NOT be used to supplant the Local Health Department's current state, federal, or local funding.

To qualify for these funds, the Local Health Department must:

1. Have a Permanent or Interim Health Director per NC GS § 130A-40.³ If that Health Director has never previously served in that role in North Carolina, that Health Director must participate in the *Orientation for New Local Health Directors* coordinated by the North Carolina Association of Local Health Directors.
2. Be accredited by the North Carolina Local Health Department Accreditation Board, and
3. Employ a public health nurse leader or leaders to meet the expectations for the administration of nursing service as set forth in 21 NCAC 36.0224(j).

To improve communication between Local Health Department leadership and Division of Public Health leadership, local health department governance structure and contact information for key leadership staff is required to be submitted annually to the Local Technical Assistance and Training Branch (LTAT) Branch Head using the Smartsheet dashboard. This information includes:

- Agency's legal name
- Address of record
- Governance Structure
- Name and contact information for:
 - Health Director
 - Senior Public Health Nurse Leader
 - Finance Officer

IV. **Performance Measures / Reporting Requirements:**

1. **Performance Measures**

- a. **Measure #1:** The Local Health Department shall provide information on how the funds were allocated among the 10 Essential Public Health Services and provide at least one example of the impact these funds had on the health of its community.

³ https://www.ncleg.gov/EnactedLegislation/Statutes/PDF/BySection/Chapter_130A/GS_130A-40.pdf

- b. **Measure #2:** The Local Health Department shall provide local health department updates on governance and leadership staff annually.

2. Reporting Requirements

Complete the following reports via the Smartsheet dashboard⁴ by **June 30, 2026**:

- a. **Essential Services Report:** The information reported must reflect the work performed during the service period of this Agreement Addendum, June 1, 2025, through May 31, 2026.
- b. **Key Leadership Staff Report:** The annual report provides governance and leadership information current on the day the report is completed.

3. Reporting Required Subcontract Information

In accordance with revised NCDHHS guidelines effective October 1, 2024, the LHD must provide the information listed below for every subcontract receiving funding from the LHD to carry out any or all of this Agreement Addendum's work.

This information is not to be returned with the signed Agreement Addendum (AA) but is to be provided to DPH when the entities are known by the LHD.

- a. Subcontracts are contracts or agreements issued by the LHD to a vendor ("Subcontractor") or a pass-through entity ("Subrecipient").
1. Subcontractors are vendors hired by the LHD via a contract to provide a good or service required by the LHD to perform or accomplish specific work outlined in the executed AA. For example, if the LHD needed to build a data system to satisfy an AA's reporting requirements, the vendor hired by the LHD to build the data system would be a Subcontractor. (However, not all Vendors are considered Subcontractors. Entities performing general administrative services for the LHD (e.g., certified professional accountants) are not considered Subcontractors.
 2. Subrecipients of the LHD are those that receive DPH pass-through funding from the LHD via a contract or agreement for them to carry out all or a portion of the programmatic responsibilities outlined in the executed AA. (Subrecipients are also referred to as Subgrantees in NCAC.)

The following information must be submitted via Smartsheet for review prior to the entity being awarded a contract or agreement from the LHD:

- Organization or Individual's Name (if an individual, include the person's title)
- EIN or Tax ID
- Street Address or PO Box
- City, State and ZIP Code
- Contact Name
- Contact Email
- Contact Telephone
- Fiscal Year End Date (of the entity)
- State whether the entity is functioning as a pass-through entity Subcontractor or Subrecipient of the LHD.

V. Performance Monitoring and Quality Assurance:

The LTAT Branch Head will monitor performance by reviewing the Essential Services report and Key Leadership Staff report. If additional information is required, a phone conference will be conducted.

⁴ <https://app.smartsheet.com/b/publish?EQBCT=82018408e7b44ef9b44e113b6e536ffb>

VI. Funding Guidelines or Restrictions:

1. **Federal Funding Requirements:** where federal grant dollars received by the Division of Public Health (DPH) are passed through to the Local Health Department (LHD) for all or any part of this Agreement Addendum (AA).
- a. **Requirements for Pass-through Entities:** In compliance with 2 CFR §200.331 – *Requirements for pass-through entities*, DPH provides Federal Award Reporting Supplements (FASs) to the LHD receiving federally funded AAs.
 1. **Definition:** A FAS discloses the required elements of a single federal award. FASs address elements of federal funding sources only; state funding elements will not be included in the FAS. An AA funded by more than one federal award will receive a disclosure FAS for each federal award.
 2. **Frequency:** An FAS will be generated as DPH receives information for federal grants. FASs will be issued to the LHD throughout the state fiscal year. For a federally funded AA, an FAS will accompany the original AA. If an AA is revised and if the revision affects federal funds, the AA Revision will include an FAS. FASs can also be sent to the LHD even if no change is needed to an AA. In those instances, the FAS will be sent to provide newly received federal grant information for funds already allocated in the existing AA.
- b. **Required Reporting Certifications:** Per the revised Uniform Guidance, 2 CFR 200, if awarded federal pass-through funds, the LHD as well as all subrecipients of the LHD must certify the following whenever 1) applying for funds, 2) requesting payment, and 3) submitting financial reports:

“I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812.”

1875
DPH-Aid-To-Counties

For Fiscal Year: 25/26

Budgetary Estimate Number : 0

Activity 110	AA	131204 2B14110 2000000000	Total Allocated	Proposed Total	New Total
Service Period		06/01-05/31			
Payment Period		07/01-06/30			
01 Alamance	* 0	133,327	\$0.00	133,327	133,327
D1 Albemarle	* 0	756,642	\$0.00	756,642	756,642
02 Alexander	* 0	85,275	\$0.00	85,275	85,275
04 Anson	* 0	101,510	\$0.00	101,510	101,510
D2 Appalachian	* 0	345,018	\$0.00	345,018	345,018
07 Beaufort	* 0	84,054	\$0.00	84,054	84,054
09 Bladen	* 0	106,631	\$0.00	106,631	106,631
10 Brunswick	* 0	90,261	\$0.00	90,261	90,261
11 Buncombe	* 0	213,419	\$0.00	213,419	213,419
12 Burke	* 0	114,459	\$0.00	114,459	114,459
13 Cabarrus	* 0	125,791	\$0.00	125,791	125,791
14 Caldwell	* 0	113,339	\$0.00	113,339	113,339
16 Carteret	* 0	80,166	\$0.00	80,166	80,166
17 Caswell	* 0	80,107	\$0.00	80,107	80,107
18 Catawba	* 0	102,745	\$0.00	102,745	102,745
19 Chatham	* 0	80,736	\$0.00	80,736	80,736
20 Cherokee	* 0	89,813	\$0.00	89,813	89,813
22 Clay	* 0	76,226	\$0.00	76,226	76,226
23 Cleveland	* 0	149,701	\$0.00	149,701	149,701
24 Columbus	* 0	115,930	\$0.00	115,930	115,930
25 Craven	* 0	131,720	\$0.00	131,720	131,720
26 Cumberland	* 0	233,260	\$0.00	233,260	233,260
28 Dare	* 0	74,625	\$0.00	74,625	74,625
29 Davidson	* 0	147,535	\$0.00	147,535	147,535
30 Davie	* 0	80,948	\$0.00	80,948	80,948
31 Duplin	* 0	80,581	\$0.00	80,581	80,581
32 Durham	* 0	168,277	\$0.00	168,277	168,277
33 Edgecombe	* 0	166,792	\$0.00	166,792	166,792
D7 Foothills	* 0	277,861	\$0.00	277,861	277,861
34 Forsyth	* 0	216,073	\$0.00	216,073	216,073
35 Franklin	* 0	87,805	\$0.00	87,805	87,805
36 Gaston	* 0	156,877	\$0.00	156,877	156,877
38 Graham	* 0	75,101	\$0.00	75,101	75,101
D3 Gran-Vance	* 0	312,492	\$0.00	312,492	312,492
40 Greene	* 0	99,504	\$0.00	99,504	99,504
41 Guilford	* 0	228,875	\$0.00	228,875	228,875
42 Halifax	* 0	141,183	\$0.00	141,183	141,183
43 Harnett	* 0	112,781	\$0.00	112,781	112,781
44 Haywood	* 0	85,754	\$0.00	85,754	85,754
45 Henderson	* 0	91,763	\$0.00	91,763	91,763
47 Hoke	* 0	99,374	\$0.00	99,374	99,374
48 Hyde	* 0	71,654	\$0.00	71,654	71,654
49 Iredell	* 0	101,350	\$0.00	101,350	101,350
50 Jackson	* 0	80,363	\$0.00	80,363	80,363

51 Johnston	* 0	121,927	\$0.00	121,927	121,927
52 Jones	* 0	78,958	\$0.00	78,958	78,958
53 Lee	* 0	88,990	\$0.00	88,990	88,990
54 Lenoir	* 0	134,586	\$0.00	134,586	134,586
55 Lincoln	* 0	100,554	\$0.00	100,554	100,554
56 Macon	* 0	82,398	\$0.00	82,398	82,398
57 Madison	* 0	82,078	\$0.00	82,078	82,078
D4 M-T-W	* 0	369,145	\$0.00	369,145	369,145
60 Mecklenburg	* 0	296,964	\$0.00	296,964	296,964
62 Montgomery	* 0	80,592	\$0.00	80,592	80,592
63 Moore	* 0	87,665	\$0.00	87,665	87,665
64 Nash	* 0	172,429	\$0.00	172,429	172,429
65 New Hanover	* 0	142,051	\$0.00	142,051	142,051
66 Northampton	* 0	104,276	\$0.00	104,276	104,276
67 Onslow	* 0	144,849	\$0.00	144,849	144,849
68 Orange	* 0	105,921	\$0.00	105,921	105,921
69 Pamlico	* 0	71,725	\$0.00	71,725	71,725
71 Pender	* 0	77,111	\$0.00	77,111	77,111
73 Person	* 0	85,814	\$0.00	85,814	85,814
74 Pitt	* 0	96,963	\$0.00	96,963	96,963
75 Polk	* 0	30,580	\$0.00	30,580	30,580
76 Randolph	* 0	107,427	\$0.00	107,427	107,427
77 Richmond	* 0	109,555	\$0.00	109,555	109,555
78 Robeson	* 0	136,603	\$0.00	136,603	136,603
79 Rockingham	* 0	116,040	\$0.00	116,040	116,040
80 Rowan	* 0	134,996	\$0.00	134,996	134,996
82 Sampson	* 0	130,364	\$0.00	130,364	130,364
83 Scotland	* 0	104,491	\$0.00	104,491	104,491
84 Stanly	* 0	89,081	\$0.00	89,081	89,081
85 Stokes	* 0	83,689	\$0.00	83,689	83,689
86 Surry	* 0	95,066	\$0.00	95,066	95,066
87 Swain	* 0	98,236	\$0.00	98,236	98,236
D6 Toe River	* 0	237,027	\$0.00	237,027	237,027
88 Transylvania	* 0	75,407	\$0.00	75,407	75,407
90 Union	* 0	101,423	\$0.00	101,423	101,423
92 Wake	* 0	181,431	\$0.00	181,431	181,431
93 Warren	* 0	96,436	\$0.00	96,436	96,436
96 Wayne	* 0	118,711	\$0.00	118,711	118,711
97 Wilkes	* 0	85,428	\$0.00	85,428	85,428
98 Wilson	* 0	138,713	\$0.00	138,713	138,713
99 Yadkin	* 0	79,113	\$0.00	79,113	79,113
00 Yancey	* 0	64,360	\$0.00	64,360	64,360
Totals		11,306,871	0	11,306,871	11,306,871

Sign and Date - DPH Program Administrator Signed by: <u>Susan Little</u> 12/30/24 2:57 PM EST	Sign and Date - DPH Section Chief Signed by: <u>[Signature]</u> 12/31/24 9:53 AM EST
Sign and Date - DPH Budget Office - ATC Coordinator Signed by: <u>Sarah [Signature]</u> 12/31/2024	Sign and Date - DPH Budget Officer Signed by: <u>S. [Signature]</u> 1/2/2025

SH 12/31/2024

Division of Public Health

Agreement Addendum

FY 25-26

Page 1 of 26

Moore County Health Department
Local Health Department Legal Name

151 Family Planning
Activity Number and Description

06/01/2025 – 05/31/2026

Service Period

07/01/2025 – 06/30/2026

Payment Period

☒ Original Agreement Addendum
☐ Agreement Addendum Revision # _____

Women, Infant, and Community Wellness Section
/ Reproductive Health Branch
DPH Section / Branch Name

Kristen Carroll, 919-707-5685
kristen.carroll@dhhs.nc.gov

DPH Program Contact
(name, phone number, and email)

DPH Program Signature _____ Date _____
(only required for a negotiable Agreement Addendum)

I. Background:

The Family Planning Program is administered within the Reproductive Health Branch (RHB) of the Women, Infant, and Community Wellness Section (WICWS). The RHB is designed to enhance the health of North Carolinians through client-centered, high-quality, and inclusive reproductive health education and services. The RHB provides funding to local health departments and districts to provide client-centered, high-quality, inclusive family planning services to low-income individuals.

According to the March of Dimes, 14.7% of women ages 15-44 in North Carolina were living below the federal poverty level¹, and 13.4% were uninsured².

Data from the 2022 *Behavioral Risk Factor Surveillance System (BRFSS)* showed that 70% of female respondents in North Carolina were at risk of having an unintended pregnancy³ and 52.7% of female respondents were in need of contraceptive services.⁴ Women who have unintended pregnancies are at a greater risk for poor birth outcomes.

II. Purpose:

This Agreement Addendum ensures that the Local Health Department provides a wide range of client-centered, high-quality care that is critical to an individual's reproductive and sexual health. Family planning services provide the delivery of related preventive health services including client education

¹ <https://peristats.marchofdimes.org/peristats/ViewSubtopic.aspx?reg=37&top=14&stop=159&lev=1&slev=4&obj=1&cmp=99>

² <https://www.marchofdimes.org/peristats/data?reg=37&top=11&stop=158&lev=1&slev=4&obj=1&sreg=37>

³ <https://schs.dph.ncdhhs.gov/data/brfss/2022/nc/all/RskUPg.html>

⁴ <https://schs.dph.ncdhhs.gov/data/brfss/2022/nc/all/NdConSrv.html>

Health Director Signature (use blue ink or verifiable digital signature)

Date

LHD to complete: LHD program contact name: _____

[For DPH to contact in case

follow-up information is needed.]

Phone and email address: _____

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

Template rev. June 2024

and counseling; physical examinations; laboratory testing; basic infertility services; cervical and breast cancer screening; sexually transmitted disease (STD) and human immunodeficiency virus (HIV) prevention education, testing, treatment, and referral; pregnancy diagnosis and counseling; exploration of pregnancy intention; counseling to become pregnant; preconception health counseling; education regarding a wide range of contraceptive methods; and emergency contraception.

These services promote reproductive autonomy, healthy relationships, and improved health across the reproductive life course. These services may also improve an individual's health by providing access to preventive care.

III. Scope of Work and Deliverables:

The Activity 151 Family Planning Agreement Addendum requires further negotiation between the Reproductive Health Branch (RHB) and the Local Health Department.

For this Agreement Addendum, the Local Health Department shall complete the Family Planning Patients and Physicians Contact tables (Attachment B) in Smartsheet⁵ in conjunction with submitting the signed and dated Agreement Addendum.

In addition, a detailed budget must be submitted, as described below in Paragraph 1, with instructions provided in Attachment A.

The information provided by the Local Health Department will be reviewed by the RHB. When the RHB representative and the Local Health Department reach an agreement on the information contained in these Sections and the detailed budget, the RHB representative will sign the Agreement Addendum to execute it.

1. **Detailed Budget** (Instructions provided in Attachment A)

A detailed budget must be **submitted in Smartsheet⁶** to document how the Local Health Department intends to expend funds awarded in FY26. **The budget must equal the funds allocated to the Local Health Department.** (Refer to the FY25-26 Activity 151 Budgetary Estimate, included with this Agreement Addendum, for the total funding allocation.) List only activities that are not Medicaid reimbursable. Billable items may include, but are not limited to Community Education, Client Transportation, Staff Time, Equipment, Incentives, and Staff Development. (Staff Development must be prorated to percent of staff time assigned to Family Planning Clinic.)

2. **Family Planning Clients and Physicians Contact** (Attachment B)

Utilize the form in Smartsheet⁷ to complete Attachment B. Submit the number of unduplicated clients to be served and the estimated percent of those clients that will be self-pay on the form. Local Health Department-Health Services Analysis (LHD-HSA) service data or compatible reporting system, as of August 31, 2026, will provide the documentation to substantiate services that the Local Health Department has provided for this FY26 Agreement Addendum. Also, on the Smartsheet form, submit the names, specialties, and contact information (telephone, email) for all providers who approve or sign off on family planning clinic protocols at your facility.

3. The Local Health Department shall demonstrate compliance with the NC Administrative Rules 10A NCAC 46.0206 for the provision of Family Planning Services.

⁵ <https://app.smartsheet.com/b/publish?EQBCT=7aa1717cef874931b622c7205d6b0051>

⁶ <https://app.smartsheet.com/b/publish?EQBCT=7aa1717cef874931b622c7205d6b0051>

⁷ <https://app.smartsheet.com/b/publish?EQBCT=7aa1717cef874931b622c7205d6b0051>

4. If the Local Health Department is not providing routine family planning services as evidenced in Local Health Department-Health Service Analysis (LHD-HSA) data and program review audit, but instead is assuring these services, the Local Health Department shall submit the following:
 - a. A Memorandum of Understanding (MOU) for one or more local health care providers which document how these services are provided. For any current MOU that continues to be in effect for the duration of this Agreement Addendum's Service Period and which documents how these services are provided, the health director must submit a letter stating the MOU is still in effect with a copy of that MOU.
 1. The MOU with the assurance provider must contain information stipulating that clients at or below 100% of the Federal Poverty Level will not be charged for family planning services by the assurance provider. There should also be a sliding scale fee schedule or other fee schedule included in or attached to the MOU to show how other uninsured clients will be charged for services by the assurance provider.
 - b. A signed copy of this AA demonstrating that the Local Health Department is in compliance with the NC Administrative Rules and assuring family planning services.
5. In order to meet the Deliverables listed in this Section III through the delivery of family planning services, the Local Health Department shall:
 - a. Report within 14 days to the WICWS Regional Nurse Consultant if there is any interruption of services or inability to meet these Deliverables.
 - b. Utilize these five resources for providing family planning services:
 1. Title X Program Expectations⁸
 2. Providing Quality Family Planning Services⁹
 3. U.S. Medical Eligibility Criteria for Contraceptive Use, 2024¹⁰
 4. U.S. Selected Practice Recommendations for Contraceptive Use, 2016¹¹
6. The **policies that address family planning services** in each Local Health Department shall include:
 - a. **CLINICAL SERVICES**
The Office of Population Affairs (OPA) developed clinical recommendations for providing Quality Family Planning Services.
 1. All clients are offered client-centered, high-quality reproductive health care. Client-centered care is care that is respectful of, and responsive to, individual client preferences, needs, and values. Client values guide all clinical decisions.
 2. All clients are offered a comprehensive preventive appointment once every 12 months, but a comprehensive preventive appointment is not required by Title X to establish a patient to care. Components of the comprehensive preventive appointment are found on Attachment C.
 3. Per OPA, family planning care may be initiated with a problem-focused visit rather than a comprehensive preventive visit. A problem-focused visit would include a pertinent client, family, and social history, a problem-focused review of systems, and a documented physical examination and laboratory testing appropriate to the problem.

⁸ <https://opa.hhs.gov/grant-programs/title-x-service-grants/about-title-x-service-grants/title-x-program-expectations>

⁹ <https://www.qfpguide.org/>

¹⁰ <https://www.cdc.gov/mmwr/volumes/73/rr/rr7304a1.htm>

¹¹ <https://www.cdc.gov/mmwr/volumes/73/rr/rr7303a1.htm#print>

Contraceptive care can be initiated with a problem-focused visit. Note that specific insurers may require additional services or testing, but OPA does not.

4. The Local Health Department shall assure services provided within their family planning clinic operate within written clinical protocols that are in accordance with the QFP and are signed annually by the Medical Director responsible for the family planning clinic. These services include: a broad range of acceptable and effective medically approved contraceptive methods (including providing referrals/prescriptions for methods not available on-site), pregnancy testing and counseling, counseling to become pregnant, basic infertility services, preconception health services, sexually transmitted disease (STD) testing and counseling, related preventive health services (e.g., screening for breast and cervical cancer, hypertension, diabetes), and adolescent-friendly health services.
 - a. The Local Health Department must use DHHS 4140 (Pregnancy Testing Form) for all pregnancy-test only visits.¹²
5. Education and method counseling must be guided by the client's needs and preferences, following the shared decision making model¹³, so the client can make an informed choice. See Attachment C of this Family Planning Agreement Addendum for details.
6. All clients must be asked about whether they have a primary care provider as part of their health history. If a client does not have a primary care provider, a referral shall be offered and documented in the medical record. Referrals are to be to providers in proximity, when feasible, to the Local Health Department, to promote access to services and provide a seamless continuum of care.
7. Unless the Local Health Department operates a clinic that offers primary care services to the entire community, including Family Planning clients, a Memoranda of Understanding (MOU) with another agency that can provide primary care services for Local Health Department Family Planning clients is required. A current copy of this MOU must be submitted to the RHB annually with this Agreement Addendum.
8. Abortion / Pregnancy Termination
 - a. Title X prohibits agencies funded with Title X to perform, promote, or support abortion as a method of family planning; Section 1008 of the Title X statute and 42 CFR 59.5(a)(5).
 - b. Agency staff may be subjected to fines and/or prosecution if they coerce or try to coerce any person to undergo an abortion or sterilization procedure (Section 205, Public Law 94-63, as set out in 42 CFR 59.5(a)(2) footnote 1).
 - c. Agency staff, including Registered Nurses, must offer pregnant clients the opportunity to be provided information and counseling regarding the following pregnancy options, unless the client indicates that the individual does not want information on one or more options (42 CFR 59.5(a)(5)):
 - 1) Pregnancy termination,
 - 2) Prenatal care and delivery, and
 - 3) Infant care, foster care, or adoption.
 - d. If a client requests information and counseling on pregnancy options, it must be neutral and factual information; nondirective counseling should be provided.
 - e. If a pregnant client requests a referral for prenatal care and delivery, infant care, foster care or adoption, or pregnancy termination, a referral must be provided.

¹² <https://app.smartsheet.com/b/publish?EQBCT=7aa1717cef874931b622c7205d6b0051>

¹³ <https://www.qfpguide.org/content/person-centered-contraceptive-care-delivery/step-3-determine-which-contraception-aligns>

The referral process should include providing a client with a provider list that includes the name, address, telephone number, what services they offer, and other relevant factual information. Agencies may not take further action (making an appointment, providing transportation) to secure pregnancy termination services for the client. Where a referral to another provider who might perform an abortion is medically indicated because of the client's condition (such as where the individual's life would be endangered by continuing the pregnancy or the condition of the fetus), such a referral is not prohibited and is required.

- f. At the time of the positive pregnancy test visit, if a client is not scheduling an initial prenatal visit, then STD testing must be either offered or referred, and this must be documented in the client's record.
9. All standing orders or protocols developed for nurses in support of this program must include all required components listed in the North Carolina Board of Nursing position statement.¹⁴ All local health departments shall have a policy in place that supports nurses working under standing orders. Additional information is available on the Public Health Nursing website.¹⁵

b. VOLUNTARY PARTICIPATION

1. The Local Health Department must provide Family Planning services solely on a voluntary basis; these services may not be made a prerequisite to eligibility for, or receipt of, any other services, assistance from or participation in any other program (Sections 1001 and 1007, PHS Act; 42 CFR 59.5 (a)(2)).
2. The Local Health Department must provide Family Planning services without subjecting individuals to any coercion to accept services, or to employ or not to employ any particular methods of contraception, including continuing use of any particular contraceptive device (42 CFR 59.5 (a)(2)).

c. INFORMED CONSENTS

1. The client's written, informed, voluntary, general consent (written in a language understood by the client or translated and witnessed by an interpreter) to receive services such as examinations, laboratory tests and treatment must be obtained prior to the client receiving any clinical services. The general consent must include a statement that receipt of family planning services is not a prerequisite to receipt of any other services offered in the health department. In addition, the general consent for services does not have to be signed annually; only if the form is revised shall it be re-signed. If the Local Health Department does not use the state general consent form (DHHS-4112; DHHS-4112S), the Local Health Department must ensure that the general consent form used includes the language of the state general consent form.
2. When administering or prescribing a new method of contraception, the Local Health Department has the choice of obtaining the client's signature on the applicable contraceptive method specific consent form or using the "Teach Back" method with documentation in the client's record with a check box or written statement of this method being used before a new prescription or new contraceptive method is provided (Title X, QFP). If the "Teach Back" is used, agency policies/procedures/ protocols must describe the teach back process and the information that must be conveyed for each method offered by the agency.

¹⁴ <https://www.ncbon.com/sites/default/files/documents/2024-03/ps-standing-orders.pdf>

¹⁵ <https://www.dph.ncdhhs.gov/local-health-departments/ocphn-regional-nurse-consultant-unit>

3. All information as to personal facts and circumstances obtained by the Local Health Department about individuals receiving services must be held confidential and must not be disclosed without the individual's documented consent, except as may be necessary to provide services to the individual or as required by law, with appropriate safeguards for confidentiality. Information may otherwise be disclosed only in summary, statistical, or other form that does not identify the individual. The Local Health Department must inform the individual of any potential for disclosure of their confidential health information to policyholders where the policyholder is someone other than the individual receiving services.

d. FINANCIAL MANAGEMENT

1. Adherence to program requirements in project management and administration must be based on the Title X Program Requirements.
2. Family income shall be assessed before determining whether copayments or additional fees are charged.
 - a. Clients whose family income is at or below 100% of current Federal Poverty Level will not be charged for services.
 - b. Clients whose family income is 101%-250% of current Federal Poverty Level will be charged in accordance with a schedule of discounts. These clients shall not pay more in co-payments or additional fees than they would otherwise pay when the schedule of discounts is applied.
 - c. Clients whose family income is greater than 250% of FPL shall be charged in accordance with a schedule of fees designed to recover the reasonable cost of providing services.
3. Agencies must take reasonable measures to verify client income without burdening clients from low-income families.
 - a. Agencies that have lawful access to other valid means of income verification because of the client's participation in another program may use those data rather than re-verify income or rely solely on client's self-report.
 - b. If a client's income cannot be verified after reasonable attempts to do so, charges are to be based on the client's self-reported income.
 - c. If a client refuses to provide a verbal declaration of income, and income cannot be verified through access to enrollment in another program within the agency, then the client may be charged 100% of the cost of services after informing the client that failure to declare income will result in the client owing 100% of the fee.
4. If a third party (including a government agency) is authorized or legally obligated to pay for services, all reasonable efforts must be made to obtain the third-party payment without application of any discounts.

e. ADOLESCENT SERVICES

1. All minors shall be:
 - a. Advised that services are confidential and if follow-up is necessary, every attempt will be made to assure the privacy of the individual.
 - b. Counseled on exceptions to confidentiality when the law requires staff to report suspected child abuse, neglect, child molestation, sexual abuse, rape, incest, and human trafficking¹⁶, and when the law requires parental consent for treatment.¹⁷

¹⁶ https://www.ncleg.gov/enactedlegislation/statutes/html/bysection/chapter_7b/gs_7b-301.html

¹⁷ https://www.ncleg.gov/enactedlegislation/statutes/pdf/bysection/chapter_90/gs_90-21.5.pdf

- c. Encouraged to involve family members in their care where family involvement would not impinge on clients' health.
- d. Offered trauma-informed counseling on how to resist sexual coercive attempts to engage in sexual activities. Counseling should focus on supporting clients' autonomy and self-advocacy in choosing sexual activity.
- e. Informed about all methods of contraception and safer-sex practice options to reduce risks of sexually transmitted infections (STIs) and pregnancy.
- f. All required components listed above must be documented in the adolescents' medical record.

f. REQUIRED TRAINING COURSES

1. It is the responsibility of the Local Health Director or their designee to have all Title X-funded staff and staff who provide services to Title X clients (e.g., management support, lab, social workers, health educators, clinicians/providers/Medical Directors, nurses, and other staff) complete the following federal and state required training:
 - a. **One time, on hire,** Title X-funded staff and staff who provide services to Title X clients, or who oversee the provision of services to Title X clients, are required to complete the *NC Title X Orientation Checklists*. The applicable Orientation Checklists must be completed within 60 days of hire.
 - 1) Orientation Checklists can be accessed via Smartsheet dashboard.¹⁸
 - 2) The Orientation Checklists are in a Microsoft Excel workbook which contains tabbed sheets, and each sheet designates which types of staff must complete that sheet. All new staff must complete the tab labeled "All Staff Orientation." Other tabs are role-specific; new staff must complete the tab that matches their role in working with Title X clients.
 - 3) Originals of initial orientation documents (i.e., All Staff Title X Orientation Checklist and Role-specific Checklists) must be on file in the employee's personnel file and retained in accordance with current General Records Schedule: Local Government Agencies, Standard 4, Items 4.28 and 4.41.¹⁹ Copies must be readily accessible and available for review by the WICWS Regional Nurse Consultant during monitoring.
 - 4) Residents and students working with Title X clients must complete an abbreviated orientation prior to working in the clinic. These individuals must complete the Resident/Student tab of the Title X orientation checklist, and these checklists must be retained in accordance with the General Records Schedule: Local Government Agencies, Standard 1.24 (a)²⁰ and the DHHS Office of the Controller Records Retention and Disposition Schedule, Family Planning Title X Program/North Carolina Statewide Family Planning Services Project guidelines.²¹ Residents and students are not required to be listed on the NC Title X Family Planning Program Annual Training Record. Records of resident and student orientation must be accessible and available for review by the WICWS Regional Nurse

¹⁸ <https://app.smartsheet.com/b/publish?EQBCT=7aa1717cef874931b622c7205d6b0051>

¹⁹ <https://archives.ncdcr.gov/government/local-government-agencies/general-records-schedule-local-government-agencies>

²⁰ <https://archives.ncdcr.gov/government/local-government-agencies/general-records-schedule-local-government-agencies>

²¹ <https://www.ncdhhs.gov/about/administrative-offices/office-controller/records-retention>

Consultant during monitoring.

- b. **All Title X-funded staff and staff who provide services or who oversee the provision of services to Title X clients** are required to complete the trainings indicated on the NC Title X Family Planning Program Annual Training Record available on Smartsheet²² by May 31, 2026. This Record must be signed by the Family Planning Medical Director and submitted no later than June 30, 2026, via Smartsheet. These records must be retained in accordance with the General Records Schedule: Local Government Agencies, Standard 1.24 (a)²³ and the DHHS Office of the Controller Records Retention and Disposition Schedule, Family Planning Title X Program/North Carolina Statewide Family Planning Services Project guidelines.²⁴ Even if the Local Health Director position is not Title X-funded, DPH recommends the above training courses for the Local Health Director.

2. Curriculum vitae of the Medical Director/Physician responsible for approving the Family Planning policies/procedures/protocols must indicate special training or experience in family planning.

g. **REQUIRED SIGNAGE IN CLINIC AREA**

1. Signs must be present in a visible area of the clinic acknowledging that family planning services are provided without discrimination based on religion, race, color, national origin, disability, age, sex, sexual orientation, gender identity, sex characteristics, number of pregnancies, or marital status.
2. A sign must be posted in a visible area of the clinic indicating that interpreter services are available at no cost for those requiring such services. Agency staff shall also verbally offer interpreter service to clients with limited English proficiency when appropriate.
3. A sign in the finance/discharge area is also required, stating that charges incurred in the family planning program will be based in accordance with a schedule of discounts based on ability to pay and family size, except for persons from families whose annual income exceeds 250% of the federal poverty level. (§59.5 & §59.10 in the Family Planning Regulations and Title VI of the Civil Rights Act of 1964 through Executive Order 13166.)
4. A client bill of rights or other documentation which outlines the client's rights and responsibilities may either be posted as a sign in the clinic area or given as a handout to each client. Additional modalities to access this information are encouraged, such as QR codes, laminated paper copies, electronic signage, etc.
5. Signs, posters, videos, brochures, and other client education materials noting the client's right to confidential services are to be freely available to clients. This requirement is related to the receipt of Title X confidential services in addition to standard HIPAA confidentiality.
6. All signage denoted in Subparagraphs 1. through 5. above may be electronic signs or paper signs and should be available in languages appropriate to the client population.

h. **CHLAMYDIA AND GONORRHEA SCREENING**

1. The Local Health Department must recommend and offer screening to all females for chlamydia (CT) and gonorrhea (GC) who are either:
 - a. 25 years old or younger, or

²² <https://app.smartsheet.com/b/publish?EQBCT=7aa1717cef874931b622c7205d6b0051>

²³ <https://archives.ncdcr.gov/government/local-government-agencies/general-records-schedule-local-government-agencies>

²⁴ <https://www.ncdhhs.gov/about/administrative-offices/office-controller/records-retention>

- b. who are 26 years old and older and have symptoms, sex partner referral, or high-risk history (such as new partner or multiple partners).

The screening must be provided at all preventive clinic visits and at other clinic visits as indicated (CDC 2021 Sexually Transmitted Diseases Treatment Guidelines²⁵ and North Carolina State Lab 2024 SCOPE, A Guide to Laboratory Services).²⁶

2. CT and GC screening is recommended at the time of IUD insertion **only if** clients are not up to date on these screenings per CDC guidelines. IUD insertion should not be delayed for clients with CT/GC risk factors, since screening can be done at the time of IUD insertion. However, clients should not undergo IUD insertion if they have current purulent cervicitis or established chlamydial infection or gonococcal infection (2024 U.S. Medical Eligibility for Contraceptive Use).²⁷ Any woman who tests positive for either CT or GC must be retested at three months after treatment (CDC 2021 Sexually Transmitted Diseases Treatment Guidelines).
3. Should the Local Health Department experience a shortage of CT and GC test kits that is out of its control, the Local Health Department is required to follow the most current CDC/NC guidelines for testing.

i. IMMUNIZATIONS

1. The Local Health Department should screen all family planning clients for immunization status in accordance with recommendations of CDC's Advisory Committee on Immunization Practices (ACIP) and offer and/or provide referrals for any outstanding age-appropriate immunizations. If the Local Health Department opts to offer state-supplied vaccines, they must offer all state-supplied vaccines as indicated. If the Local Health Department provides non-state-supplied vaccines in the Family Planning Program, charges for the vaccines must be applied to the sliding fee scale.

j. ENHANCED ROLE REGISTERED NURSE REQUIREMENTS (ERRN)

1. Certain low-risk clients may receive designated services from public health nurses who have received special Family Planning (FP) ERRN Training. If the Local Health Department has enhanced role screeners, a roster will be maintained and kept up to date. The roster shall include date of completion of the FP ERRN training, number of client contact hours (combination of time spent as a nurse interviewer and highest-level care provider) and accrued reproductive health-related educational contact hours. ERRNs must fulfill all requirements listed below by June 30th each year or they will lose enhanced role status. The FP ERRN program has been discontinued with the exception of those currently active.
2. Any FP ERRN who is seeking re-rostering must submit a competency checklist completed by the agency's Medical Director/Medical Consultant responsible for the Family Planning Program and the Director of Nursing for the agency. Other requirements include the completion and documentation of 100 clinical hours and 10 educational contact hours, directly related to reproductive health, during the fiscal year, July 1, 2025–June 30, 2026. The documents required for re-certification will be sent via email to the FP ERRN at each participating agency for completion. The documentation for the prior state fiscal year (July 1, 2024–June 30, 2025) must be submitted by August 15, 2025, to the State Family Planning Nurse Consultant in the Reproductive Health Branch. FP ERRN's who have remained rostered continuously may perform family planning

²⁵ <https://www.cdc.gov/std/treatment-guidelines/default.htm>

²⁶ <https://slph.dph.ncdhhs.gov/doc/SCOPE-Guide-To-Laboratory-Services.pdf>

²⁷ <https://www.cdc.gov/mmwr/volumes/73/rr/rr7304a1.htm>

assessments through the direction of precise, written Standing Orders, reviewed and signed annually by the Program Medical Director. The standing order should be submitted along with the re-rostering documents every other year (on even years), beginning August 15, 2025.

3. The Local Health Department shall advise their WICWS Regional Nurse Consultant of any ERRNs who have either retired or are no longer functioning as an ERRN and they will be removed from the current roster and will not be required to complete the documentation. Once removed they cannot be readded.

k. PHARMACEUTICAL SERVICES

1. The Local Health Department shall ensure program integrity and maintain auditable records which document compliance with all 340B Program requirements.²⁸ Billing policies and procedures must be in compliance with North Carolina Administrative Code (10A NCAC 41A .0204) and insurance requirements.

l. SUBCONTRACTING OF SERVICES

1. If a Local Health Department wishes to subcontract any of its responsibilities or services, a written agreement that is consistent with Title X Program Requirements and approved by the RHB must be maintained by the Local Health Department (45 CFR parts 74 and 92).

m. PLANNED CLINIC CLOSURES OR NEW CLINICAL SITES

1. If a Local Health Department plans to close a family planning clinic site or stop seeing family planning clients, the Local Health Department must provide written notice to the Branch Head in the RHB, at least 45 days in advance of such an action. The Office of Population Affairs (OPA), the federal agency which funds the Title X Family Planning Program, has informed DPH that any time a clinic listed in DPH's annual list of Title X Family Planning providers is going to be closed or will no longer be serving family planning clients, DPH must inform them 30 days prior to this action. OPA considers this type of action a change in the scope of DPH's work and they will either approve or deny the action.
2. If a Local Health Department plans to open an additional clinic site, including a mobile clinic, the Local Health Department must provide written notice to the Branch Head in the RHB at least 45 days in advance of such an action.

n. OFFICE OF POPULATION AFFAIRS (OPA) CLINIC LOCATOR

1. The Local Health Department shall complete initial data entry related to their clinic site or sites in the OPA Clinic Locator²⁹ and shall review/update this data entry at least annually, or more frequently if clinic sites and/or clinical services undergo relevant changes. Questions are to be directed to the DPH Program Contact.

If the individual with login credentials does not log onto the system at least every 60 days, the login credentials will be inactivated. Additionally, two-factor authentication is now required to log in to the Title X clinic locator database. To establish the two-factor authentication, follow the prompts that appear after entering your email address and password, and click on the "log in" button. The RHB recommends logging in and reviewing the information every other month to ensure that the password and the account remain active and the information is accurate.

²⁸ <https://www.hrsa.gov/opa/programrequirements/index.html>

²⁹ <https://reproductivehealthservices.gov/>

2. If the responsible individual leaves the organization, their database account must be disabled, not “transferred” to the next user. The Local Health Department staff can add and delete users, as needed. For agencies that do not have any staff member active in the system, email the DPH Program Contact to set up login credentials.

o. **QUALITY IMPROVEMENT AND QUALITY ASSURANCE**

1. The Local Health Department must have a quality improvement (QI) process which includes review of at least one aspect of improving clinical services, and a description of steps taken by the family planning clinic in response to those findings at least annually. Compliance with this requirement will be assessed during the monitoring process by the WICWS Regional Nurse Consultants. The RHB has developed a sample template to assist with documenting QI processes that is available on Smartsheet.³⁰
2. The Local Health Department shall annually distribute a Patient Experience survey created and monitored by the state. The survey will meet the Title X annual satisfaction survey requirement. The results will be aggregated by the state and shared with the Local Health Department to incorporate in their quality improvement work. The Data Manager will provide survey materials and additional instructions via Smartsheet.³¹
3. The Local Health Department shall conduct a record audit at least annually. Records should comply with current policies and procedures, and the Local Health Department should create and implement corrective action plans in accordance with any findings upon audit. WICWS Regional Nurse Consultants will review the Local Health Department’s record audits and corrective action plans during monitoring. Record audit tools can be found on Smartsheet.³²
4. The Local Health Department shall conduct a review of all program protocols, policies, procedures, and standing orders annually. All program protocols, policies, procedures, and standing orders must be revised in accordance with current program guidelines and agency practice and signed annually, whether revisions are made or not, by the Medical Director.

IV. Performance Measures / Reporting Requirements:

1. The Local Health Department shall improve reproductive health access and services, prioritizing low-income individuals. The Outcome Objectives are listed below, and the actual county-specific numbers are located on Smartsheet.³³
 - a. Increase number of family planning clients
 - b. Increase number of adolescent clients ages 15-19
 - c. Ensure at least 90% of family planning clients served are at or below 200% of federal poverty level
 - d. Ensure at least 85% of female family planning clients ages 15-24 are screened for chlamydia
 - e. Increase access to the most effective methods of contraception
2. Annual Reports
 - a. Media Review Requirements
 1. All informational and educational family planning materials should be **reviewed and approved by an advisory committee** of at least five members broadly representative of

³⁰ <https://app.smartsheet.com/b/publish?EQBCT=7aa1717cef874931b622c7205d6b0051>

³¹ <https://app.smartsheet.com/b/publish?EQBCT=7aa1717cef874931b622c7205d6b0051>

³² <https://app.smartsheet.com/b/publish?EQBCT=7aa1717cef874931b622c7205d6b0051>

³³ <https://app.smartsheet.com/b/publish?EQBCT=7aa1717cef874931b622c7205d6b0051>

the clinic population for which the materials are intended before use and re-reviewed on a regular basis.

- a. Materials must be reviewed by the advisory committee to ensure they comply with community standards, and consider the educational, cultural, and diverse backgrounds of individuals to whom the materials are intended.
 - b. The content of the material must be reviewed to ensure it is factually correct, medically accurate, culturally, and linguistically appropriate, inclusive, and trauma informed.
2. All informational and educational family planning materials which were reviewed by the advisory committee during the period June 1, 2024 to May 31, 2025 **must be submitted to DPH, via Smartsheet, at least annually and no later than June 30, 2025.** A letter stating that there were no new materials to review will be accepted only once in any three-year period. DPH will review these materials to ensure that they are meeting the requirements. Media Review family planning materials can be submitted anytime during the year, and the Local Health Department is encouraged to submit as the local review is completed.
 3. Any informational or educational material (including but not limited to program advertisements and educational videos/handouts/brochures) developed by the Local Health Department must include the following funding acknowledgement statement if, and only if, the material was created utilizing Title X funding:

“This [project/publication/program/website, etc.] is supported by the Office of Population Affairs (OPA) of U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$7,800,000 with 100% funding by OPA/OASH/HHS. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by OPA/OASH/HHS, or the U.S. Government.”

A QR code with this statement is available on Smartsheet.³⁴
 4. The Local Health Department shall maintain a list of approved materials available to distribute to clients, including the date of when the material last went through media review.

b. Sterilization Reporting Requirements

1. Local family planning programs that perform or arrange for sterilization services funded with Federal Title X, Medicaid/Title XIX (including the Medicaid Family Planning State Plan Amendment), or other federal funds, **must report all sterilization procedures, including vasectomies, by January 15, 2026,** for the prior calendar year.

(“Perform” is to pay for or directly provide the medical procedure itself. “Arrange for” is to make arrangements [other than mere referral of an individual to, or the mere making of an appointment for him or her with another health care provider] for the sterilization of an eligible individual by a health care provider other than the local agency.)

Agencies must have a plan or protocol in place that addresses sterilizations, whether or not this service is being offered. Procedures must be reported using Form PHS-6044.

Form PHS-6044 (Revised) can be found on Smartsheet and once complete, should be submitted via Smartsheet.³⁵

³⁴ <https://app.smartsheet.com/b/publish?EQBCT=7aa1717cef874931b622c7205d6b0051>

³⁵ <https://app.smartsheet.com/b/publish?EQBCT=7aa1717cef874931b622c7205d6b0051>

The current sterilization consent forms that must be used when arranging sterilizations can be found on the HHS Office of Population Affairs website.³⁶

2. **If the Local Health Department neither performs nor arranges for sterilizations supported with federal funds, it must submit annually by June 30, 2025, a letter requesting a waiver from the annual reporting requirement for sterilization services.** The letter may state that the Local Health Department does not, nor does it plan to engage in performing or arranging for sterilizations during the year. The waiver letter request should be submitted via Smartsheet.³⁷
 - c. Family Planning Annual Report (FPAR): Electronic Health Record data is required to be reported through the Local Health Department-Health System Analysis (LHD-HSA) system per the Consolidated Agreement. A resource on specific Family Planning required data elements to track can be found on Smartsheet.³⁸ Collecting this data is a requirement for receiving Title X funding. The data collected will be reported to the Office of Population Affairs as the health oversight agency for Title X.
 - d. Outside of the LHD-HSA data reporting, as part of the annual reporting funding requirement for Title X, the following additional data is required to be collected:
 1. Unduplicated number of clients tested for chlamydia by gender and age group (<15, 15-17, 18-19, 20-24, and ≥25)
 2. Total number of tests performed by gender for gonorrhea, syphilis, and HIV
 3. Number of positive HIV tests
 4. Unduplicated number of clients who obtained a Pap test
 5. Total number of Pap tests performed
 6. Total number of Pap tests with Atypical Squamous Cells (ASC) or higher
 7. Total number of Pap tests with High-grade Squamous Intrathelial Lesion (HSIL) or higher
 8. Staffing Levels
 9. Additional data elements as needed, per Title X requirements.

This data shall be reported by the LHD through an online survey which will be available via Smartsheet. For the reporting period January–December 2025, the deadline for data submission is January 15, 2026. (Data for the reporting period January–May 2025 are for services provided under the prior year’s Agreement Addendum, FY24-25.)
 - e. To ensure that all local program income that is supporting the Family Planning Program is reported, quarterly reports must be submitted via Smartsheet.³⁹ The first report is for April, May, and June 2025 income and is due by July 24, 2025. The quarters for these reports are defined as:
 - April – June 2025
April and May 2025 data is from services provided under the Agreement Addendum for SFY 2025.
 - July – September 2025
 - October – December 2025
 - January – March 2026
 - f. The Local Health Department shall complete an annual Community Engagement Plan and an annual Community Education/Service Promotion Plan. The Local Health Department shall maintain meeting minutes from discussions in developing the plans, including how the Medical

³⁶ <https://opa.hhs.gov/sites/default/files/2022-07/consent-for-sterilization-english-2025.pdf> (English) and <https://opa.hhs.gov/sites/default/files/2022-07/consent-for-sterilization-spanish-2025-large.pdf> (Spanish)

³⁷ <https://app.smartsheet.com/b/publish?EQBCT=7aa1717cef874931b622c7205d6b0051>

³⁸ <https://app.smartsheet.com/b/publish?EQBCT=7aa1717cef874931b622c7205d6b0051>

³⁹ <https://app.smartsheet.com/b/publish?EQBCT=7aa1717cef874931b622c7205d6b0051>

Director has been involved in the process. The template for developing the plans and submission will occur through Smartsheet⁴⁰ by August 15, 2025.

- g. The Local Health Department shall complete the annual Local Health Department Pharmacy Services Survey⁴¹ by May 1, 2026.

3. Reporting Required Subcontract Information

In accordance with revised NCDHHS guidelines effective October 1, 2024, the LHD must provide the information listed below for every subcontract receiving funding from the LHD to carry out any or all of this Agreement Addendum's work.

This information is not to be returned with the signed Agreement Addendum (AA) but is to be provided to DPH when the entities are known by the LHD.

- a. Subcontracts are contracts or agreements issued by the LHD to a vendor ("Subcontractor") or a pass-through entity ("Subrecipient").
 1. Subcontractors are vendors hired by the LHD via a contract to provide a good or service required by the LHD to perform or accomplish specific work outlined in the executed AA. For example, if the LHD needed to build a data system to satisfy an AA's reporting requirements, the vendor hired by the LHD to build the data system would be a Subcontractor. (However, not all Vendors are considered Subcontractors. Entities performing general administrative services for the LHD (e.g., certified professional accountants) are not considered Subcontractors.
 2. Subrecipients of the LHD are those that receive DPH pass-through funding from the LHD via a contract or agreement for them to carry out all or a portion of the programmatic responsibilities outlined in the executed AA. (Subrecipients are also referred to as Subgrantees in NCAC.)

The following information must be submitted via Smartsheet for review prior to the entity being awarded a contract or agreement from the LHD:

- Organization or Individual's Name (if an individual, include the person's title)
- EIN or Tax ID
- Street Address or PO Box
- City, State and ZIP Code
- Contact Name
- Contact Email
- Contact Telephone
- Fiscal Year End Date (of the entity)
- State whether the entity is functioning as a pass-through entity Subcontractor or Subrecipient of the LHD.

V. Performance Monitoring and Quality Assurance:

1. The WICWS Regional Nurse Consultants (RNCs) conduct performance monitoring and quality assurance activities.
 - a. The RNCs will facilitate the monitoring process. The process includes the development of a pre-monitoring plan four to six months prior to the designated monitoring month; virtual/on-site monitoring visits every three years; and technical assistance via phone, email, or on-site as needed. Virtual/On-site monitoring visits include a review of audited charts, clinic walk-through, client visit observations (a preventive visit, preferably with an adolescent, and a pregnancy test

⁴⁰ <https://app.smartsheet.com/b/publish?EQBCT=7aa1717cef874931b622c7205d6b0051>

⁴¹ <https://www.surveymonkey.com/r/2023pharmacyLHDsurvey>

visit), a review of policies/procedures/protocols and standing orders, and an assessment of billing and coding. A pre-monitoring visit from the RNC is optional.

- b. A written monitoring report is completed for each virtual or on-site monitoring visit. The written monitoring report will be emailed within 30 days after the monitoring site visit to the local Health Director and those Local Health Department staff overseeing the Family Planning clinic. If a Corrective Action Plan (CAP) is needed, the written report will indicate that.
2. Consequences:
- a. If a CAP is required, the Local Health Department must prepare and submit the CAP to the DPH Program Contact within 30 days of receiving the monitoring report. The DPH Program Contact will notify the Health Director whether the final CAP is acceptable within 30 days of having received the CAP. If the final CAP is acceptable, monitoring closure is reached. All CAPs include a date of the next internal follow-up monitoring. Depending on the CAP deficiencies, the RNC may request a copy of the internal monitoring to ensure the issues have been resolved. If instead, the DPH Program Contact finds the final CAP to be unacceptable, the DPH Program Contact will provide technical assistance to help complete the CAP. If a final CAP is still unacceptable in 90 days, the Local Health Department will be placed on high-risk status with ongoing technical assistance and annual follow-up monitoring pending approval by the WICWS Chief. If at annual monitoring the agency meets program requirements, they will resume the three-year monitoring cycle.
 - b. A loss of up to 5% of funds may result for the Local Health Department if it does not meet the level of Family Planning Clients (Attachment B) for a two-year period or expend all Title X and Healthy Mothers/Healthy Children (HMHC) funds for a two-year period.

VI. **Funding Guidelines or Restrictions:**

1. **Federal Funding Requirements:** where federal grant dollars received by the Division of Public Health (DPH) are passed through to the Local Health Department (LHD) for all or any part of this Agreement Addendum (AA).
 - a. **Requirements for Pass-through Entities:** In compliance with 2 CFR §200.331 – *Requirements for pass-through entities*, DPH provides Federal Award Reporting Supplements (FASs) to the LHD receiving federally funded AAs.
 1. **Definition:** An FAS discloses the required elements of a single federal award. FASs address elements of federal funding sources only; state funding elements will not be included in the FAS. An AA funded by more than one federal award will receive a disclosure FAS for each federal award.
 2. **Frequency:** An FAS will be generated as DPH receives information for federal grants. FASs will be issued to the LHD throughout the state fiscal year. For a federally funded AA, an FAS will accompany the original AA. If an AA is revised and if the revision affects federal funds, the AA Revision will include an FAS. FASs can also be sent to the LHD even if no change is needed to an AA. In those instances, the FAS will be sent to provide newly received federal grant information for funds already allocated in the existing AA.
 - b. **Required Reporting Certifications:** Per the revised Uniform Guidance, 2 CFR 200, if awarded federal pass-through funds, the LHD as well as all subrecipients of the LHD must certify the following whenever 1) applying for funds, 2) requesting payment, and 3) submitting financial reports:

“I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent

information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812.”

2. Title X and Healthy Mothers/Healthy Children funds can be used to finance and maintain hardware, software, and subscription linkage at current local market values.

Attachment A

Detailed Budget Instructions and Information

Budget and Justification Form

Applicants must complete the **Open Window Budget Form for FY25-26**. Refer to FY 24-25's approved budget narrative as a reference for completing FY 25-26's budget narrative. Upon completion, the Open Window Budget Form must be uploaded via Smartsheet⁴² no later than 15 days after this Agreement Addendum is signed and returned to DPH. The Open Window Budget Form⁴³ requires a line-item budget and a narrative justification for each line item. The budget should clearly identify how the Temporary for Needy Assistance (TANF) funding and Women's Health Service Funds are being spent.

The Open Window Budget Form consists of 3 tabbed sheets in a Microsoft Excel workbook. These sheets are: Contractor Budget worksheet (sheet 1), Salary and Fringe worksheet (sheet 2) and Subcontractor Budget worksheet (sheet 3). Enter information only in yellow, pink, or white shaded cells. The blue shaded fields will automatically calculate for you. Information entered in sheets 2 and 3 will appear automatically on sheet 1.

Narrative Justification for Expenses

A narrative justification must be included for every expense listed in the FY25-26 budget. Each justification should show how the amount on the line-item budget was calculated, clearly justify/explain how the expense relates to the program. The instructions on **How to Fill Out the Open Window Budget Form** are posted on Smartsheet.⁴⁴ Below are examples of line-item descriptions and sample narrative justifications.

Supplies

Disposable or one-time-use medical supplies are considered supplies. Examples of medical supplies are as follows: intrauterine devices, contraceptive implants, contraceptive pills, and condoms.

Justification Example: 50 Nexplanon devices @ \$399.00 each = \$19,950.

Equipment

The maximum that can be expended on an equipment item, without prior approval from the RHB, is \$2,000. An equipment item that exceeds \$2,000 must be approved by the RHB before the purchase can be made. If an equipment item shall be used by multiple clinics, you must prorate the cost of that equipment item and the narrative must include a detailed calculation which demonstrates how the agency prorates the equipment.

Justification Example: 1 shredder @ \$1,500 each for nursing office staff to shred confidential client information. Cost divided between 3 clinics: $\$1,500/3 = \$500$.

Administrative Personnel Fringe Costs

Provide position titles, staff FTE amounts, brief description of the positions, and method of calculating each fringe benefit that shall be funded by this Agreement Addendum. A description can be used for multiple staff if the duties being performed are similar. *Do not prorate the salary and fringe amounts. The spreadsheet will prorate these amounts based on the number of months and percent of time worked.*

Justification Example: P. Johnson, PHN III, 1.0 FTE, Performs the following duties for clients who request Family Planning services: 1) Intake of client history/reason for appointment; 2) Collect labs for Family Planning Program per nurse standing orders; 3) Provide Family Planning education required components; and 4) Assist medical providers with any further needs within nursing scope of practice.

⁴² <https://app.smartsheet.com/b/publish?EQBCT=7aa1717cef874931b622c7205d6b0051>

⁴³ <https://app.smartsheet.com/b/publish?EQBCT=7aa1717cef874931b622c7205d6b0051>

⁴⁴ <https://app.smartsheet.com/b/publish?EQBCT=7aa1717cef874931b622c7205d6b0051>

Budget Narrative Justification Example: FICA at 7.65% of budgeted salary; Retirement at 10% of budgeted salary; Unemployment at 2% of budgeted salary; and Other at 3% (includes life insurance, AD&D, and liability insurance) of budgeted salary. Health insurance is \$6,000 per individual.

Incentives

Incentives may be provided to program participants in order to ensure the level of commitment that is needed to achieve the expected outcomes of the program. While there is no maximum amount of funding that may be used to provide incentives for program participants, the level of incentives must be appropriate for the level of participation needed to achieve the expected outcomes of the program. Examples of incentives are as follows: gift cards, gas cards/bus passes, and water bottles.

Justification Example: Gift cards for 10 participants @ \$20/card = \$200.

Travel

The Local Health Department can calculate travel and subsistence rates equal to or below the current state rates.

Mileage Rate

The Office of State Budget and Management adopts the IRS mileage reimbursement rate. The North Carolina Department of Health and Human Services (NCDHHS) and DPH follows this guidance. Mileage rates are typically updated annually. Effective January 1, 2024, the mileage reimbursement rate is 67 cents per mile.

Subsistence Rates

DPH follows the NCDHHS Travel Policy for meals and lodging reimbursement. NCDHHS has issued the following schedule, effective October 1, 2024:

	<u>In-State</u>	<u>Out-of-State</u>
Breakfast	\$ 16	\$ 13
Lunch	\$ 19	\$ 15
Dinner	\$ 28	\$ 26
Lodging (actual, up to)	<u>\$ 110</u>	<u>\$ 110</u>
Total	\$ 173	\$ 173

Justification Example:

Overnight accommodations for Family Planning Nurse Supervisor and 1 PHN II to attend XYZ Training:

2 nights' lodging x \$110 (excludes tax) = \$220

2 breakfast x 2 staff @ \$16/person = \$64

2 lunches x 2 staff @ \$19/person = \$76

2 dinners x 2 staff @ \$28/person = \$112

Total cost: \$220 lodging + \$252 meals = \$472

Women's Health Service Funds (WHSF)

WHSF shall be used for women of childbearing age who are not covered by Medicaid, private insurance, or who are under-insured.

WHSF may be used for the purchase of any FDA-approved, reversible contraceptive method. These methods include: copper intrauterine devices, hormonal (progestin) intrauterine devices, contraceptive implants, contraceptive injections, contraceptive pills, contraceptive patches, vaginal contraceptive rings, diaphragms, sponges, cervical caps, male condoms, female condoms, spermicide, levonorgestrel Emergency Contraception, and ulipristal acetate Emergency Contraception. WHSF may also be used to cover the cost of intrauterine device and implant insertion and removal, injection fees for injectable contraception and diaphragm fitting fees.

Attachment B**Family Planning Clients and Physicians Contact**

Instructions: The information listed below must be submitted via Smartsheet.⁴⁵ This information should be entered in Smartsheet in conjunction with sending in your signed Agreement Addendum.

1. The Smartsheet form for **Estimating Clients** will ask you to provide:
 - The total number of estimated clients to be served in the Family Planning Clinic
 - The estimated percent of those clients that will be self-pay.
2. The Smartsheet form for **Provider Information** will ask you to provide, for each provider who approves or signs off on family planning clinic protocols at your facility:
 - Provider Name
 - Provider Specialties
 - Telephone Number
 - Email Address

⁴⁵ <https://app.smartsheet.com/b/publish?EQBCT=7aa1717cef874931b622c7205d6b0051>

Attachment C

Family Planning Clinical and Educational Services

Family Planning Clinical Services for Biological Females**Comprehensive Preventive Appointments (appointment should be offered annually)****HISTORY**

1. Acute and chronic medical conditions including gynecological conditions; hospitalizations; surgery; blood transfusion or exposure to blood products; **R**
2. Pap history (date of last Pap, and if abnormal Pap, treatment) **R**
3. Menstrual history **R**
4. Contraceptive use past and present (including adverse effects) **R**
5. Obstetrical history **R**
6. Allergies **R**
7. Current use of prescription and over-the-counter medications **R**
8. Sexually transmitted infections **R**
9. Immunization assessment **R**
 - Screen following recommendations of CDC's Advisory Committee on Immunization Practice (ACIP). Must offer or provide referral for any outstanding age-appropriate immunizations.
10. Pertinent family medical history **R**
11. SOCIAL/SEXUAL HISTORY
 - Pertinent partner(s) history **R**
 - Extent of use of tobacco, alcohol, and other drugs **R**
 - Sexual history and social history **R**IF POSTPARTUM, client must also be screened with the 5Ps or other validated tool
12. Environmental exposures/hazards **R**
13. Depression screening with modified PHQ-2 questions or other validated tool; if using the PHQ-2 and the client responds yes to any of the depression screening questions on the health history, a PHQ-9 or provider assessment is required. **Postpartum** clients must be screened with a validated assessment tool, such as the PHQ-9 or the Edinburgh Postpartum Depression Screening. Additional screening information can be found in AA 101 FY26. **R**
14. Screen for Intimate Partner Violence and provide or refer clients who screen positive. **R**
15. **If postpartum**, counseled regarding healthy birth spacing (advised to delay future pregnancy for a minimum of 6 months and be counseled about the risk vs. benefits of a repeat pregnancy sooner than 18 months). **R**
16. Assess for unprotected intercourse in past five days. If affirmative and pregnancy is not desired, administer or offer prescription for Emergency Contraception. **R**

(R) Required to recommend and offer and if declined, this must be documented in the record.

(I) Required when indicated by age, history, physical findings, method, previous lab tests, and/or ACOG/ACS/USPSTF/ASCCP/ASCP/SPR/QFP; if indicated and documentation does not demonstrate that the screening/test/service was offered, the record will be held out of compliance, and if declined, this must be documented in the record.

REVIEW OF SYSTEMS R

- Review of client current signs and symptoms pertinent to reproductive health services and contraception **R**

PHYSICAL ASSESSMENT*

1. Height/Weight/Body Mass Index (BMI) **R**
2. Blood pressure **R***
3. Heart/Lungs/Extremities **I**
4. Thyroid **I**
5. Breast exam **I**
6. Abdomen **I**
7. Pelvic exam **I**

* Clients may decline any physical assessment components and still receive contraception, with the exception of blood pressure measurement for combined hormonal contraception.

PROBLEM FOCUSED OFFICE VISITS

Other office visits (excluding routine supply appointments) include: Description of chief complaint, problem specific history, pertinent ROS, exam, and labs as indicated, evaluation of birth control methods, and opportunity to change methods. **R**

ROUTINE SUPPLY APPOINTMENTS

1. **Routine supply appointments include:** Evaluation of birth control methods, satisfaction with chosen method, opportunity to change methods, dispensing/administering/distributing contraceptive methods as indicated and as desired by the client. **R**

Note 1: If a client declines a service, this must be documented in the record.

LABS

1. Gonorrhea testing **R** (Required if sexually active individuals ≤ 25 years of age per North Carolina 2024 State Lab SCOPE, individuals living with HIV, and as indicated for those 26 and older per CDC guidelines and/or with IUD insertion **if required** per CDC's 2021 STD Screening Guidelines).
2. Chlamydia testing **R** (Required if sexually active individuals ≤ 25 years of age per North Carolina 2024 State Lab SCOPE, individuals living with HIV, and as indicated for those 26 and older per CDC guidelines and/or with IUD insertion **if required** per CDC's 2021 STD Screening Guidelines).
3. Syphilis serology **I** (CDC recommends screening those living with HIV, asymptomatic individuals with history of incarceration, transactional sex workers, those living in communities with high prevalence, and individuals based on their reported sexual behaviors and exposure).
4. HIV Testing **I** (CDC recommends all clients aged 13-64 be screened routinely and all persons seeking evaluation and treatment for STIs be rescreened).
5. Hepatitis C screening **I** (Agency may refer to another agency for testing if warranted by screening).
 - (USPSTF recommendation, Grade B) one-time screening for HCV infection for all individuals 18-79 years of age, and periodically rescreen those individuals who inject drugs.

(**R**) Required to recommend and offer and if declined, this must be documented in the record.

(**I**) Required when indicated by age, history, physical findings, method, previous lab tests, and/or ACOG/ACS/USPSTF/ASCCP/ASCP/SPR/QFP; if indicated and documentation does not demonstrate that the screening/test/service was offered, the record will be held out of compliance, and if declined, this must be documented in the record.

6. Diabetes testing **I**

- (USPSTF recommendation, Grade B) to screen for prediabetes and type 2 diabetes in adults aged 35 and older who are overweight or obese. Clinicians should offer or refer clients with prediabetes to effective preventive interventions.

7. Cervical Cytology Screening (Pap Smear) **I**

- Screening must follow a nationally recognized standard of care for cervical cytology such as: USPSTF, ACS, ASCCP, or other standard of care. The selected standard of care must be identified in agency policy/procedure/protocol.

Family Planning Biological Female Client Education Requirements

The client should receive and understand the information they need to make informed decisions and follow treatment plans. This requires careful attention to how information is communicated. The following strategies can make information more readily comprehensible to clients:

- Educational materials should be clear and easy to understand.
- Information should be delivered in a manner that is culturally and linguistically appropriate.
- The amount of information should be limited and emphasize essential points which focus on knowledge gaps identified during the assessment.
- Whenever possible, natural frequencies and common denominators (i.e., 1 in 100 using an IUC or implant is likely to get pregnant within 1 year, etc.) are used in education activity.
- Balanced information on risks and benefits of the contraceptive method chosen by the client or their partner should be presented, and messages framed positively.
Active client engagement should be encouraged, and each appointment should be tailored to the client's individual circumstances and needs.
- Information needed to make an informed decision about family planning.

Client education and counseling regarding the following should be documented in the record where applicable:

1. Adolescents must be told that services are confidential, family involvement is encouraged and resisting sexual coercion is discussed. **R for adolescent clients**
 2. Adolescents must be informed about all methods of contraception. **R for adolescent clients**
 3. Use specific methods of contraception and identify adverse effects **(required at initiation of a contraceptive method) I**
 4. Reduction of risk of transmission of STIs and HIV based on sexual risk assessment **I**
 5. Promote daily consumption of multivitamin with folic acid to those who could become pregnant **I**
 6. Review pregnancy intention **(required annually) I**
 7. Review immunization history and inform client of recommended vaccine per CDC's ACIP Guidelines and offer, as indicated, or refer to other providers. **R**
 8. Understand BMI greater than 30 or less than 18.5 is associated with increased health risks (Weight management educational materials to be provided if client requests) **I**
 9. Stop tobacco or Electronic Nicotine Delivery Systems (ENDS) use, implementing the 5A counseling **(R)** Required to recommend and offer and if declined, this must be documented in the record.
- (I)** Required when indicated by age, history, physical findings, method, previous lab tests, and/or ACOG/ACS/USPSTF/ASCCP/ASCP/SPR/QFP; if indicated and documentation does not demonstrate that the screening/test/service was offered, the record will be held out of compliance, and if declined, this must be documented in the record.

approach and offer referral to QuitlineNC. **I**

10. Encourage mammograms in accordance with the nationally recognized guidelines the agency has chosen to follow and has incorporated into agency policy/procedure/protocol. **I**
11. Provide counseling to become pregnant and preconception counseling **I**
12. Provide basic infertility counseling **I**
13. Provide GED Counseling **I**

Client-centered Method Counseling

Method counseling is individualized dialogue that must be included in the client's record either as a check box (electronic format) or as a written statement. The "Teach Back" method may be used to confirm the client understands. It covers:

1. Results of physical assessment and labs (if performed) **I**
2. Client-centered contraceptive counseling /education provided **R**
3. Provide Emergency Contraception counseling if pregnancy is not desired **I**
4. Protection from STDs if non-barrier method chosen **I**
5. Warning signs for rare but serious adverse events and what to do if they experience a warning sign (including emergency 24-hour number, where to seek emergency services outside of hours of operation) **R**
6. When to return for a follow up (planned return schedule) **R**
7. Appropriate referral for other services **I**

Family Planning Clinical Services for Biological Males

Comprehensive Preventive Appointments (appointment should be offered annually)

HISTORY

1. Acute and chronic conditions including hospitalizations; surgery; blood transfusion or exposure to blood products; **R**
2. Allergies **R**
3. Current use of prescription and over-the-counter medications **R**
4. Sexually transmitted infections **R**
5. Immunization assessment **R**
Screen following recommendations of CDC's Advisory Committee on Immunization Practice (ACIP). Must offer or provide referral for any outstanding age-appropriate immunizations.
6. Pertinent family medical history **R**
7. Social/Sexual History
 - Pertinent partner(s) history **R**
 - Extent of use of tobacco, alcohol, and other drugs **R**
 - Sexual History /Social History **R**

(R) Required to recommend and offer and if declined, this must be documented in the record.

(I) Required when indicated by age, history, physical findings, method, previous lab tests, and/or ACOG/ACS/USPSTF/ASCCP/ASCP/SPR/QFP; if indicated and documentation does not demonstrate that the screening/test/service was offered, the record will be held out of compliance, and if declined, this must be documented in the record.

8. Environmental exposures/hazards **R**
9. Depression screening with modified PHQ-2 questions; if the client responds yes to any of the depression screening questions on the health history, a PHQ-9 or provider assessment is required. **R**
10. Assess for unprotected intercourse in past five days. If affirmative, and pregnancy is not desired, educate about how partner may obtain Emergency Contraception **R**

REVIEW OF SYSTEMS R

- Review of client current signs and symptoms pertinent to reproductive health services and contraception **R**

PHYSICAL ASSESSMENT*

1. Height/Weight/Body Mass Index (BMI) **R**
2. Blood pressure **R**
3. Heart/Lungs/Extremities **I**
4. Thyroid **I**
5. Abdomen **I**
6. Genitals **I**
7. Rectum **I**

* Clients may decline any physical assessment components and still any desired Family Planning Services.

PROBLEM FOCUSED OFFICE VISITS

Other office visits include: Description of chief complaint, problem specific history, pertinent ROS, exam, and labs as indicated, evaluation of birth control methods, and opportunity to change methods. **R**

LABS

1. Gonorrhea **I**
2. Chlamydia **I**
3. Syphilis serology **I** (CDC recommends screening MSM, those living with HIV, asymptomatic individuals with history of incarceration, transactional sex workers, those living in communities with high prevalence, and individuals based on their reported sexual behaviors and exposure).
4. HIV Testing, **I** (CDC recommends all clients aged 13-64 be screened routinely and all persons seeking evaluation and treatment for STIs be rescreened. At least annual screening recommended for MSM, with unknown or negative HIV status, who themselves or sex partners have had more than one sex partner since their most recent HIV test).
5. Hepatitis C screening **I** (Agency may refer to another agency for testing if warranted by screening)
 - (USPSTF recommendation, Grade B) one-time screening for HCV infection for all individuals 18-79 years of age, and periodically rescreen those individuals who inject drugs.
6. Diabetes testing, **I**
 - (USPSTF recommendation, Grade B) to screen for diabetes in adults aged 35 and older who are

(R) Required to recommend and offer and if declined, this must be documented in the record.

(I) Required when indicated by age, history, physical findings, method, previous lab tests, and/or ACOG/ACS/USPSTF/ASCCP/ASCP/SPR/QFP; if indicated and documentation does not demonstrate that the screening/test/service was offered, the record will be held out of compliance, and if declined, this must be documented in the record.

overweight or obese. Clinicians should offer or refer clients with prediabetes to effective preventive interventions.

Family Planning Biological Male Client Education Requirements

The client should receive and understand the information they need to make informed decisions and follow treatment plans. This requires careful attention to how information is communicated. The following strategies can make information more readily comprehensible to clients:

- Educational materials should be clear and easy to understand.
 - Information should be delivered in a manner that is culturally and linguistically appropriate.
 - The amount of information should be limited and emphasize essential points which focus on knowledge gaps identified during the assessment.
 - Whenever possible, natural frequencies and common denominators (i.e., 1 in 100 using an IUC or implant is likely to get pregnant within 1 year, etc.) are used in the education activity.
 - Balanced information on risks and benefits of the contraceptive method chosen by the client or their partner should be presented, and messages framed positively.
- Active client engagement should be encouraged, and each appointment should be tailored to the client's individual circumstances and needs.
- Information needed to make an informed decision about family planning

Client education and counseling regarding the following should be documented in the record where applicable:

1. Adolescents must be told that services are confidential, family involvement is encouraged and resisting sexual coercion is discussed. **R for adolescent clients**
2. Adolescents must be informed about all methods of contraception. **R for adolescent clients**
3. Use specific methods of contraception and identify adverse effects **(required at initiation of a contraceptive method) I**
4. Reduction of risk of transmission of STIs and HIV based on sexual risk assessment **I**
5. Review pregnancy intention **(required annually) I**
6. Review immunization history and inform client of recommended vaccine per CDC's ACIP Guidelines and offer, as indicated, or refer to other providers **R**
7. Understand BMI greater than 30 or less than 18.5 is associated with health risks (Weight management educational materials to be provided if client requests) **I**
8. Stop tobacco or Electronic Nicotine Delivery Systems (ENDS) use, implementing the 5A counseling approach **I**
9. Provide counseling to become pregnant and preconception counseling **I**
10. Provide basic infertility counseling **I**
11. Provide GED Counseling **I**

(R) Required to recommend and offer and if declined, this must be documented in the record.

(I) Required when indicated by age, history, physical findings, method, previous lab tests, and/or ACOG/ACS/USPSTF/ASCCP/ASCP/SPR/QFP; if indicated and documentation does not demonstrate that the screening/test/service was offered, the record will be held out of compliance, and if declined, this must be documented in the record.

Client-centered Method Counseling

Method counseling is individualized dialogue that must be included in the client's record either as a check box (electronic format) or as a written statement. The "Teach Back" method may be used to confirm the client understands. It covers:

1. Results of physical assessment and labs (if performed) **I**
2. Client centered contraceptive counseling/education provided **R**
3. Provide Emergency Contraception Counseling if pregnancy is not desired **I**
4. Protection from STDs if non-barrier method chosen **I**
5. Warning signs for rare but serious adverse events and what to do if they experience a warning sign (including emergency 24-hour number, where to seek emergency services outside of hours of operation) **R**
6. When to return for a follow up (planned return schedule) **R**
7. Appropriate referral for other services **I**

(R) Required to recommend and offer and if declined, this must be documented in the record.

(I) Required when indicated by age, history, physical findings, method, previous lab tests, and/or ACOG/ACS/USPSTF/ASCCP/ASCP/SPR/QFP; if indicated and documentation does not demonstrate that the screening/test/service was offered, the record will be held out of compliance, and if declined, this must be documented in the record.

1903

FY26 - FAS

federal award
supplement

Activity Nbr + Name: 151

Family Planning

FAS Number + Reason: 1

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

Assistance Listing Nbr + Name: 93.558 Temporary Assistance for Needy Families

Is award R&D?: no

FAIN: 2501NCTANF

IDC rate: n/a

Fed awd total amt: \$ 85,184,061

Fed award project description: 2025 TANF

Fed awd date + awarding agency: 11-01-24 HHS, Health Resources and Services Administration

Subrecipient	Subrecipient's UEI	Federal funds from grant listed above	Total federal funds for entire Activity	Subrecipient	Subrecipient's UEI	Federal funds from grant listed above	Total federal funds for entire Activity
Alamance	F5VHYUU13NC5	\$ 17,146	\$ 92,492	Jackson	X7YWWY6ZP574	\$ 3,859	\$ 43,358
Albemarle	WAAVS51PNMK3	\$ 27,474	\$ 246,579	Johnston	SYGAGEFDHYR7	\$ 18,254	\$ 71,540
Alexander	XVEEJSNY7UX9	\$ 3,469	\$ 35,515	Jones	HE3NNNUE27M7	\$ 1,459	\$ 25,508
Anson	PK8UYTSNJCC3	\$ 6,155	\$ 35,012	Lee	F6A8UC99JWJ5	\$ 9,782	\$ 40,640
Appalachian	CD7BFHB8W539	\$ 5,251	\$ 112,172	Lenoir	QKUFL37VPGH6	\$ 14,800	\$ 46,681
Beaufort	RN1SXF4DLXN6	\$ 8,195	\$ 40,524	Lincoln	UGGQGSCKBGJ5	\$ 8,411	\$ 51,672
Bladen	TLCTJWDJH1H9	\$ 7,094	\$ 37,408	Macon	LLPJBC6N2LL3	\$ 2,482	\$ 31,558
Brunswick	MJBMXLN9NJT5	\$ 10,687	\$ 52,478	Madison	YQ96F8BJYTJ9	\$ 1,643	\$ 29,989
Buncombe	W5TCDKMLHE69	\$ 27,155	\$ 106,364	MTW	ZKK5GNRNBBY6	\$ 11,364	\$ 90,692
Burke	KVJHUFURQDM5	\$ 12,594	\$ 52,226	Mecklenburg	EZ15XL6BMM68	\$ 113,405	\$ 309,336
Cabarrus	RDXNEJKJFU7	\$ 16,476	\$ 74,912	Montgomery	E78ZAJM3BFL3	\$ 5,452	\$ 32,980
Caldwell	HL4FGNJNGE97	\$ 10,724	\$ 54,254	Moore	HFNSK95FS7Z8	\$ 10,933	\$ 48,256
Carteret	UC6WJ2MQMJS8	\$ -	\$ 126,667	Nash	NF58K566HQM7	\$ 17,987	\$ 64,480
Caswell	JDJ7Y7CGYC86	\$ 3,035	\$ 31,062	New Hanover	F7TLT2GMEJE1	\$ 23,751	\$ 97,414
Catawba	GYUNA9W1NFM1	\$ 19,732	\$ 77,353	Northampton	CRA2KCAL8BA4	\$ 5,071	\$ 31,867
Chatham	KE57QE2GV5F1	\$ 5,990	\$ 41,935	Onslow	EGE7NBXW5JS6	\$ 20,735	\$ 101,417
Cherokee	DCEGK6HA11M5	\$ 1,896	\$ 30,148	Orange	GFFMCW9XDA53	\$ 10,194	\$ 85,054
Clay	HYKLQVNWLXK7	\$ 534	\$ 25,022	Pamlico	FT59QFEAU344	\$ 1,703	\$ 26,330
Cleveland	UWMUYMPVL483	\$ 16,569	\$ 67,398	Pender	T11BE678U9P5	\$ 5,990	\$ 40,921
Columbus	V1UAJ4L87WQ7	\$ 12,039	\$ 42,331	Person	FQ8LFJGMABJ4	\$ 5,928	\$ 37,159
Craven	LTZ2U8LZQ214	\$ 16,489	\$ 74,400	Pitt	VZNPMLFT5R6	\$ 24,421	\$ 108,965
Cumberland	HALND8WJ3GW4	\$ 63,562	\$ 159,230	Polk	QZ6BZPGLX4Y9	\$ -	\$ -
Dare	ELV6JGB11QK6	\$ 2,750	\$ 31,110	Randolph	T3BUM1CVS9N5	\$ 16,389	\$ 71,232
Davidson	C9P5MDJC7KY7	\$ 20,735	\$ 68,064	Richmond	Q63FZNTJM3M4	\$ 11,858	\$ 37,903
Davie	L8WBGLHZV239	\$ 2,894	\$ 33,628	Robeson	LKBEJQFLAAK5	\$ 37,219	\$ 87,683
Duplin	KZN4GK5262K3	\$ 11,897	\$ 51,838	Rockingham	KGCCCHJJZZ43	\$ 13,463	\$ 49,294
Durham	LJ5BA6U2HLM7	\$ 44,404	\$ 128,413	Rowan	GCB7UCV96NW6	\$ 21,127	\$ 72,870
Edgecombe	MAN4LX44AD17	\$ 21,187	\$ 52,021	Sampson	WRT9CSK1KJY5	\$ 10,922	\$ 48,902
Foothills	NGTEF2MQ8LL4	\$ 17,229	\$ 110,016	Scotland	FNVTCUQGCHM5	\$ 10,885	\$ 37,774
Forsyth	V6BGVQ67YPY5	\$ 49,737	\$ 155,353	Stanly	U86MZUYPL7C5	\$ 8,228	\$ 39,824
Franklin	FFKTRQCNN143	\$ 7,981	\$ 42,476	Stokes	W41TRA3NUNS1	\$ 4,220	\$ 37,902
Gaston	QKY9R8A8D5J6	\$ 34,500	\$ 118,756	Surry	FMWCTM24C9J8	\$ 8,494	\$ 43,967
Graham	L8MAVKQJTYN7	\$ 782	\$ 25,068	Swain	TAE3M92L4QR4	\$ 2,745	\$ 29,351
Granv-Vance	MGQJJK22EJB3	\$ 18,753	\$ 78,284	Toe River	JUA6GAUQ9UM1	\$ 2,554	\$ 84,349
Greene	VCU5LD71N9U3	\$ 3,756	\$ 32,374	Transylvania	YLN4BFCJCP39	\$ 3,035	\$ 30,843
Guilford	YBEQWGFJPMJ3	\$ 69,646	\$ 287,970	Union	LHMKBD4AGRJ5	\$ 16,141	\$ 74,155
Halifax	MRL8MYNJ3Y5	\$ 14,871	\$ 63,714	Wake	FTJ2WJPLWMJ3	\$ 72,098	\$ 236,670
Harnett	JBDCD9V41BX7	\$ 16,203	\$ 61,181	Warren	TLNAU5CNHSU5	\$ 3,395	\$ 31,045
Haywood	DQHZEAVAV95G5	\$ 4,924	\$ 43,310	Wayne	DACFHCLQKMS1	\$ 22,048	\$ 76,878
Henderson	TG5AR81JLFFQ5	\$ 8,165	\$ 51,007	Wilkes	M14KKHY2NNR3	\$ 6,841	\$ 40,640
Hoke	C1GWSADARX51	\$ 8,986	\$ 42,772	Wilson	ME2DJHMYWG55	\$ 19,584	\$ 58,863
Hyde	T2RSYN36NN64	\$ 966	\$ 24,558	Yadkin	PLCDT7JFA8B1	\$ 4,025	\$ 32,791
Iredell	XTNRLKJLA4S9	\$ 18,579	\$ 67,300	Yancey	L98MCUHKC2J8	\$ 894	\$ -

UEI = Unique Entity Identifier

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

DPH v1 05-30-24 [ag]

1904

FY26 - FAS
federal award
supplement

Activity Nbr + Name:

151

Family Planning

FAS Number + Reason:

2

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

Assistance Listing Nbr + Name:

93.994

Maternal and Child Health Services Block Grant to the States

Is award R&D?: NO

FAIN:

B0452943

IDC rate: 10.00%

Fed awd total amt: \$ 6,284,421

Fed award project description: Maternal and Child Health Services

Fed awd date + awarding agency: 12-12-23 HHS, Health Resources and Services Administration

Subrecipient	Subrecipient's UEI	Federal funds from grant listed above	Total federal funds for entire Activity	Subrecipient	Subrecipient's UEI	Federal funds from grant listed above	Total federal funds for entire Activity
Alamance	F5VHYUU13NC5	\$ 7,209	\$ 92,492	Jackson	X7YWWY6ZP574	\$ 22,371	\$ 43,358
Albemarle	WAAVS51PNMK3	\$ 39,189	\$ 246,579	Johnston	SYGAGEFDHYR7	\$ 7,152	\$ 71,540
Alexander	XVEEJSNY7UX9	\$ 8,748	\$ 35,515	Jones	HE3NNNUE27M7	\$ 6,463	\$ 25,508
Anson	PK8UYTSNJCC3	\$ 8,368	\$ 35,012	Lee	F6A8UC99JWJ5	\$ 8,621	\$ 40,640
Appalachian	CD7BFHB8W539	\$ 14,603	\$ 112,172	Lenoir	QKUFL37VPGH6	\$ 18,947	\$ 46,681
Beaufort	RN1SXF4DLXN6	\$ 12,054	\$ 40,524	Lincoln	UGGQGSSKBGJ5	\$ 805	\$ 51,672
Bladen	TLCTJWDJH1H9	\$ 5,585	\$ 37,408	Macon	LLPJBC6N2LL3	\$ 4,683	\$ 31,558
Brunswick	MJBMXLN9NJT5	\$ 11,891	\$ 52,478	Madison	YQ96F8BJYTJ9	\$ 8,074	\$ 29,989
Buncombe	W5TCDKMLHE69	\$ 29,355	\$ 106,364	MTW	ZKK5GNRNB6Y6	\$ 28,839	\$ 90,692
Burke	KVJHUFURQDM5	\$ 12,630	\$ 52,226	Mecklenburg	EZ15XL6BMM68	\$ 96,438	\$ 309,336
Cabarrus	RXDXNEJKJFU7	\$ 6,784	\$ 74,912	Montgomery	E78ZAJM3BFL3	\$ 1,659	\$ 32,980
Caldwell	HL4FGNJNGE97	\$ 11,787	\$ 54,254	Moore	HFNSK95FS7Z8	\$ 20,341	\$ 48,256
Carteret	UC6WJ2MQMJ58	\$ -	\$ 126,667	Nash	NF58K566HQM7	\$ 17,588	\$ 64,480
Caswell	JDJ7Y7CGYC86	\$ 8,141	\$ 31,062	New Hanover	F7TLT2GMEJE1	\$ 13,047	\$ 97,414
Catawba	GYUNA9W1NFM1	\$ 3,239	\$ 77,353	Northampton	CRA2KCAL8BA4	\$ 10,092	\$ 31,867
Chatham	KE57QE2GV5F1	\$ 7,143	\$ 41,935	Onslow	EGE7NBXW5JS6	\$ 38,114	\$ 101,417
Cherokee	DCEGK6HA11M5	\$ 5,797	\$ 30,148	Orange	GGFMCW9XDA53	\$ 17,070	\$ 85,054
Clay	HYKLQVNLXK7	\$ 3,904	\$ 25,022	Pamlico	FT59QFEAU344	\$ 8,155	\$ 26,330
Cleveland	UWMUYMPVL483	\$ 13,634	\$ 67,398	Pender	T11BE678U9P5	\$ 13,365	\$ 40,921
Columbus	V1UAJ4L87WQ7	\$ 2,194	\$ 42,331	Person	FQ8LFJGMABJ4	\$ 13,305	\$ 37,159
Craven	LTZ2U8LZQ214	\$ 23,607	\$ 74,400	Pitt	VZNPMLFT5R6	\$ 13,451	\$ 108,965
Cumberland	HALND8WJ3GW4	\$ 37,861	\$ 159,230	Polk	QZ6BZPGLX4Y9	\$ -	\$ -
Dare	ELV6JGB11QK6	\$ 2,483	\$ 31,110	Randolph	T3BUM1CVS9N5	\$ 24,083	\$ 71,232
Davidson	C9P5MDJC7KY7	\$ 8,953	\$ 68,064	Richmond	Q63FZNTJM3M4	\$ 8,616	\$ 37,903
Davie	L8WBGLHZV239	\$ 7,512	\$ 33,628	Robeson	LKBEJQFLAAK5	\$ 21,370	\$ 87,683
Duplin	KZN4GK5262K3	\$ 10,298	\$ 51,838	Rockingham	KGCCCHJJZZ43	\$ 16,409	\$ 49,294
Durham	LJ5BA6U2HLM7	\$ 19,135	\$ 128,413	Rowan	GCB7UCV96NW6	\$ 22,519	\$ 72,870
Edgecombe	MAN4LX44AD17	\$ 23,349	\$ 52,021	Sampson	WRT9CSK1KJY5	\$ 8,613	\$ 48,902
Foothills	NGTEF2MQ8LL4	\$ 27,047	\$ 110,016	Scotland	FNVTCUQGCHM5	\$ 11,859	\$ 37,774
Forsyth	V6BGVQ67YPY5	\$ 17,868	\$ 155,353	Stanly	U86MZUYPL7C5	\$ 5,805	\$ 39,824
Franklin	FFKTRQCNN143	\$ 3,602	\$ 42,476	Stokes	W41TRA3NUNS1	\$ 13,829	\$ 37,902
Gaston	QKY9R8A8D5J6	\$ 5,940	\$ 118,756	Surry	FMWCTM24C9J8	\$ -	\$ 43,967
Graham	L8MAVKQJTYN7	\$ 2,618	\$ 25,068	Swain	TAE3M92L4QR4	\$ 5,949	\$ 29,351
Granv-Vance	MGQJJK22EJB3	\$ 11,418	\$ 78,284	Toe River	JUA6GAUQ9UM1	\$ 15,458	\$ 84,349
Greene	VCU5LD71N9U3	\$ 10,007	\$ 32,374	Transylvania	YLN4BFCJCP39	\$ 7,541	\$ 30,843
Guilford	YBEQWGFJPMJ3	\$ 40,770	\$ 287,970	Union	LHMKBD4AGRJ5	\$ 10,969	\$ 74,155
Halifax	MRL8MYNJJ3Y5	\$ 23,114	\$ 63,714	Wake	FTJ2WJPLWMJ3	\$ 29,561	\$ 236,670
Harnett	JBD9D9V41BX7	\$ 7,474	\$ 61,181	Warren	TLNAU5CNHSU5	\$ 9,774	\$ 31,045
Haywood	DQHZEAV95G5	\$ 11,617	\$ 43,310	Wayne	DACFHCLQKMS1	\$ 17,353	\$ 76,878
Henderson	TG5AR81JLFQ5	\$ 6,234	\$ 51,007	Wilkes	M14KKHY2NNR3	\$ 10,223	\$ 40,640
Hoke	C1GWSADARX51	\$ 5,759	\$ 42,772	Wilson	ME2DJHMYWG55	\$ 13,202	\$ 58,863
Hyde	T2RSYN36NN64	\$ 5,812	\$ 24,558	Yadkin	PLCDT7JFA8B1	\$ 3,320	\$ 32,791
Iredell	XTNRLKJLA4S9	\$ 14,812	\$ 67,300	Yancey	L98MCUHKC2J8	\$ 5,412	\$ -

UEI = Unique Entity Identifier

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

DPH v1 05-30-24 [ag]

Activity 151														
AA	133000 2B25151 20G0119003	133000 2B25735 2000000000	133000 2B25735 20G0185001	133000 2B25735 20G0185001	133000 2B25735 20G0185001	133000 2B25735 20G0185001	133000 2B25735 20G0185001	133000 2B25900 20G0079002	133000 2B25900 20G0079002	133000 2B26021 20G0079004	Proposed Total	New Total		
Service Period	06/01-05/31	06/01-05/31	06/01-05/31	06/01-05/31	06/01-05/31	06/01-05/31	06/01-05/31	06/01-03/31	04/01-05/31	06/01-05/31	Total Allocated	Total Allocated		
Payment Period	07/01-06/30	07/01-06/30	07/01-06/30	07/01-06/30	07/01-06/30	07/01-06/30	07/01-06/30	07/01-04/30	05/01-06/30	07/01-06/30				
01 Alamance	* 0	17,146	\$0.00	36,025	\$0.00	4,163	\$0.00	4,290	\$0.00	77,077	\$0.00	15,415	\$0.00	175,811
D1 Albemarle	* 0	27,474	\$0.00	158,896	\$0.00	22,633	\$0.00	23,318	\$0.00	205,483	\$0.00	41,096	\$0.00	548,266
02 Alexander	* 0	3,469	\$0.00	18,397	\$0.00	5,052	\$0.00	5,206	\$0.00	29,596	\$0.00	5,919	\$0.00	79,422
04 Anson	* 0	6,155	\$0.00	33,217	\$0.00	4,833	\$0.00	4,979	\$0.00	29,177	\$0.00	5,835	\$0.00	95,665
D2 Appalachian	* 0	5,251	\$0.00	23,528	\$0.00	8,433	\$0.00	8,690	\$0.00	93,477	\$0.00	18,695	\$0.00	187,767
07 Beaufort	* 0	8,195	\$0.00	41,440	\$0.00	6,961	\$0.00	7,173	\$0.00	33,770	\$0.00	6,754	\$0.00	118,935
09 Bladen	* 0	7,094	\$0.00	19,538	\$0.00	3,226	\$0.00	3,323	\$0.00	31,173	\$0.00	6,235	\$0.00	80,905
10 Brunswick	* 0	10,687	\$0.00	34,456	\$0.00	6,867	\$0.00	7,076	\$0.00	43,732	\$0.00	8,746	\$0.00	128,378
11 Buncombe	* 0	27,155	\$0.00	71,602	\$0.00	16,953	\$0.00	17,468	\$0.00	88,637	\$0.00	17,727	\$0.00	269,581
12 Burke	* 0	12,594	\$0.00	40,485	\$0.00	7,294	\$0.00	7,516	\$0.00	43,522	\$0.00	8,704	\$0.00	137,308
13 Cabarrus	* 0	16,476	\$0.00	24,095	\$0.00	3,918	\$0.00	4,036	\$0.00	62,428	\$0.00	12,484	\$0.00	141,555
14 Caldwell	* 0	10,724	\$0.00	60,572	\$0.00	6,808	\$0.00	7,013	\$0.00	45,212	\$0.00	9,042	\$0.00	156,462
16 Carteret	* 0	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	105,556	\$0.00	21,111	\$0.00	150,677
17 Caswell	* 0	3,035	\$0.00	10,923	\$0.00	4,702	\$0.00	4,843	\$0.00	25,585	\$0.00	5,177	\$0.00	65,154
18 Catawba	* 0	19,732	\$0.00	4,622	\$0.00	1,871	\$0.00	1,926	\$0.00	64,461	\$0.00	12,892	\$0.00	122,037
19 Chatham	* 0	5,990	\$0.00	20,641	\$0.00	4,125	\$0.00	4,251	\$0.00	34,946	\$0.00	6,989	\$0.00	89,015
20 Cherokee	* 0	1,896	\$0.00	13,276	\$0.00	3,348	\$0.00	3,450	\$0.00	25,123	\$0.00	5,025	\$0.00	61,180
22 Clay	* 0	534	\$0.00	15,317	\$0.00	2,255	\$0.00	2,323	\$0.00	20,853	\$0.00	4,169	\$0.00	52,448
23 Cleveland	* 0	16,569	\$0.00	54,132	\$0.00	7,874	\$0.00	8,113	\$0.00	56,165	\$0.00	11,233	\$0.00	174,735
24 Columbus	* 0	12,039	\$0.00	6,848	\$0.00	1,267	\$0.00	1,305	\$0.00	35,276	\$0.00	7,055	\$0.00	136,809
25 Craven	* 0	16,489	\$0.00	63,385	\$0.00	13,634	\$0.00	14,047	\$0.00	62,000	\$0.00	12,400	\$0.00	209,691
26 Cumberland	* 0	63,562	\$0.00	93,722	\$0.00	21,866	\$0.00	22,528	\$0.00	132,692	\$0.00	26,538	\$0.00	412,957
28 Dare	* 0	2,750	\$0.00	6,482	\$0.00	1,434	\$0.00	1,478	\$0.00	25,925	\$0.00	5,165	\$0.00	50,584
29 Davidson	* 0	20,735	\$0.00	19,441	\$0.00	5,170	\$0.00	5,328	\$0.00	56,720	\$0.00	11,344	\$0.00	136,809
30 Davie	* 0	2,894	\$0.00	19,488	\$0.00	4,339	\$0.00	4,469	\$0.00	28,023	\$0.00	5,605	\$0.00	75,530
31 Duplin	* 0	11,897	\$0.00	16,579	\$0.00	5,948	\$0.00	6,127	\$0.00	43,198	\$0.00	8,640	\$0.00	108,162
32 Durham	* 0	44,404	\$0.00	30,849	\$0.00	11,051	\$0.00	11,366	\$0.00	107,011	\$0.00	21,402	\$0.00	253,095
33 Edgecombe	* 0	21,187	\$0.00	85,427	\$0.00	13,484	\$0.00	13,894	\$0.00	43,351	\$0.00	8,670	\$0.00	209,357
D7 Foothills	* 0	17,229	\$0.00	53,452	\$0.00	15,620	\$0.00	16,094	\$0.00	91,680	\$0.00	18,336	\$0.00	248,882
34 Forsyth	* 0	49,737	\$0.00	51,258	\$0.00	10,319	\$0.00	10,632	\$0.00	129,461	\$0.00	25,892	\$0.00	303,480
35 Franklin	* 0	7,987	\$0.00	12,707	\$0.00	2,080	\$0.00	2,143	\$0.00	35,398	\$0.00	7,078	\$0.00	77,524
36 Gaston	* 0	34,500	\$0.00	13,521	\$0.00	3,430	\$0.00	3,535	\$0.00	98,963	\$0.00	19,793	\$0.00	199,683
38 Graham	* 0	782	\$0.00	4,171	\$0.00	1,512	\$0.00	1,558	\$0.00	20,890	\$0.00	4,178	\$0.00	39,354
D3 Gran-Vance	* 0	18,753	\$0.00	39,998	\$0.00	6,594	\$0.00	6,794	\$0.00	65,237	\$0.00	13,047	\$0.00	171,855
40 Greene	* 0	3,756	\$0.00	28,617	\$0.00	5,780	\$0.00	5,954	\$0.00	26,978	\$0.00	5,396	\$0.00	88,397
41 Guilford	* 0	69,646	\$0.00	212,341	\$0.00	23,546	\$0.00	24,259	\$0.00	233,828	\$0.00	54,142	\$0.00	670,369
42 Halifax	* 0	14,871	\$0.00	67,764	\$0.00	13,349	\$0.00	13,753	\$0.00	53,095	\$0.00	10,619	\$0.00	197,041
43 Harnett	* 0	16,203	\$0.00	12,014	\$0.00	4,316	\$0.00	4,448	\$0.00	50,984	\$0.00	10,197	\$0.00	114,075
44 Haywood	* 0	4,924	\$0.00	48,004	\$0.00	6,709	\$0.00	6,913	\$0.00	36,092	\$0.00	7,218	\$0.00	124,778
45 Henderson	* 0	8,165	\$0.00	8,352	\$0.00	3,600	\$0.00	3,710	\$0.00	42,506	\$0.00	8,501	\$0.00	88,102
47 Hoke	* 0	8,986	\$0.00	7,709	\$0.00	3,326	\$0.00	3,426	\$0.00	35,643	\$0.00	7,129	\$0.00	77,652
48 Hyde	* 0	966	\$0.00	22,786	\$0.00	3,356	\$0.00	3,459	\$0.00	20,465	\$0.00	4,093	\$0.00	63,135
49 Iredell	* 0	18,579	\$0.00	23,867	\$0.00	8,555	\$0.00	8,813	\$0.00	56,083	\$0.00	11,217	\$0.00	148,426
50 Jackson	* 0	3,859	\$0.00	61,156	\$0.00	12,920	\$0.00	13,311	\$0.00	36,133	\$0.00	7,225	\$0.00	155,742
51 Johnston	* 0	18,254	\$0.00	20,666	\$0.00	4,131	\$0.00	4,255	\$0.00	59,617	\$0.00	11,923	\$0.00	136,537
52 Jones	* 0	1,459	\$0.00	8,659	\$0.00	3,732	\$0.00	3,846	\$0.00	21,257	\$0.00	4,251	\$0.00	51,770
53 Lee	* 0	9,782	\$0.00	31,450	\$0.00	4,979	\$0.00	5,130	\$0.00	33,867	\$0.00	6,773	\$0.00	104,663
54 Lenoir	* 0	14,800	\$0.00	54,652	\$0.00	10,943	\$0.00	11,273	\$0.00	38,901	\$0.00	7,780	\$0.00	158,139

55 Lincoln	0	8,411	\$0.00	2,031	\$0.00	455	\$0.00	465	\$0.00	479	\$0.00	43,060	\$0.00	8,612	\$0.00	7,958	\$0.00	71,481	\$0.00	71,481
56 Macon	0	2,482	\$0.00	7,506	\$0.00	2,704	\$0.00	2,704	\$0.00	2,787	\$0.00	26,298	\$0.00	5,260	\$0.00	5,981	\$0.00	55,722	\$0.00	55,722
57 Madison	0	1,643	\$0.00	19,008	\$0.00	4,663	\$0.00	4,663	\$0.00	4,805	\$0.00	24,990	\$0.00	4,999	\$0.00	5,683	\$0.00	70,454	\$0.00	70,454
D4 M-T-W	0	11,364	\$0.00	83,584	\$0.00	16,655	\$0.00	16,655	\$0.00	17,160	\$0.00	75,578	\$0.00	15,114	\$0.00	17,188	\$0.00	253,298	\$0.00	253,298
60 Mecklenburg	0	113,405	\$0.00	276,746	\$0.00	55,696	\$0.00	55,696	\$0.00	57,383	\$0.00	257,780	\$0.00	51,556	\$0.00	58,639	\$0.00	926,901	\$0.00	926,901
62 Montgomery	0	5,452	\$0.00	5,760	\$0.00	958	\$0.00	958	\$0.00	987	\$0.00	27,483	\$0.00	8,043	\$0.00	6,251	\$0.00	53,346	\$0.00	53,346
63 Moore	0	10,933	\$0.00	57,381	\$0.00	11,748	\$0.00	11,748	\$0.00	12,103	\$0.00	40,213	\$0.00	10,747	\$0.00	12,222	\$0.00	166,879	\$0.00	166,879
64 Nash	0	17,987	\$0.00	41,210	\$0.00	10,157	\$0.00	10,157	\$0.00	10,466	\$0.00	53,733	\$0.00	16,236	\$0.00	11,661	\$0.00	193,412	\$0.00	193,412
65 New Hanover	0	23,751	\$0.00	37,752	\$0.00	7,535	\$0.00	7,535	\$0.00	7,764	\$0.00	81,178	\$0.00	16,556	\$0.00	5,311	\$0.00	117,289	\$0.00	117,289
66 Northampton	0	5,071	\$0.00	56,649	\$0.00	5,829	\$0.00	5,829	\$0.00	6,004	\$0.00	26,556	\$0.00	16,903	\$0.00	19,224	\$0.00	292,078	\$0.00	292,078
67 Onslow	0	20,735	\$0.00	83,999	\$0.00	22,012	\$0.00	22,012	\$0.00	22,679	\$0.00	84,514	\$0.00	14,176	\$0.00	16,122	\$0.00	198,778	\$0.00	198,778
68 Orange	0	10,194	\$0.00	57,534	\$0.00	9,858	\$0.00	9,858	\$0.00	10,158	\$0.00	70,878	\$0.00	16,903	\$0.00	19,224	\$0.00	292,078	\$0.00	292,078
69 Pamlico	0	1,703	\$0.00	30,020	\$0.00	4,710	\$0.00	4,710	\$0.00	4,852	\$0.00	21,943	\$0.00	4,387	\$0.00	4,990	\$0.00	77,315	\$0.00	77,315
71 Pender	0	5,990	\$0.00	13,743	\$0.00	7,719	\$0.00	7,719	\$0.00	7,952	\$0.00	34,101	\$0.00	6,820	\$0.00	7,756	\$0.00	91,800	\$0.00	91,800
73 Person	0	5,928	\$0.00	18,449	\$0.00	7,684	\$0.00	7,684	\$0.00	7,917	\$0.00	30,966	\$0.00	6,193	\$0.00	7,043	\$0.00	91,864	\$0.00	91,864
74 Pitt	0	24,421	\$0.00	69,833	\$0.00	7,769	\$0.00	7,769	\$0.00	8,003	\$0.00	90,804	\$0.00	18,161	\$0.00	20,655	\$0.00	247,415	\$0.00	247,415
75 Polk	0	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0
76 Randolph	0	16,389	\$0.00	57,881	\$0.00	13,908	\$0.00	13,908	\$0.00	14,331	\$0.00	59,360	\$0.00	11,872	\$0.00	13,502	\$0.00	201,151	\$0.00	201,151
77 Richmond	0	11,858	\$0.00	32,027	\$0.00	4,976	\$0.00	4,976	\$0.00	5,127	\$0.00	35,610	\$0.00	2,293	\$0.00	7,184	\$0.00	104,051	\$0.00	104,051
78 Robeson	0	37,219	\$0.00	62,275	\$0.00	12,342	\$0.00	12,342	\$0.00	12,715	\$0.00	73,069	\$0.00	8,216	\$0.00	16,620	\$0.00	241,196	\$0.00	241,196
79 Rockingham	0	13,463	\$0.00	80,632	\$0.00	9,476	\$0.00	9,476	\$0.00	9,765	\$0.00	41,078	\$0.00	8,216	\$0.00	9,343	\$0.00	181,449	\$0.00	181,449
80 Rowan	0	21,127	\$0.00	47,010	\$0.00	13,005	\$0.00	13,005	\$0.00	13,400	\$0.00	60,725	\$0.00	12,145	\$0.00	13,813	\$0.00	194,230	\$0.00	194,230
82 Sampson	0	10,922	\$0.00	36,713	\$0.00	4,974	\$0.00	4,974	\$0.00	5,125	\$0.00	40,752	\$0.00	8,150	\$0.00	9,269	\$0.00	120,879	\$0.00	120,879
83 Scotland	0	10,885	\$0.00	43,039	\$0.00	6,849	\$0.00	6,849	\$0.00	7,056	\$0.00	31,478	\$0.00	6,296	\$0.00	7,159	\$0.00	119,611	\$0.00	119,611
84 Stanly	0	8,228	\$0.00	9,320	\$0.00	3,352	\$0.00	3,352	\$0.00	3,455	\$0.00	33,187	\$0.00	6,537	\$0.00	7,548	\$0.00	75,079	\$0.00	75,079
85 Stokes	0	4,220	\$0.00	40,018	\$0.00	7,987	\$0.00	7,987	\$0.00	8,228	\$0.00	31,585	\$0.00	6,317	\$0.00	7,184	\$0.00	113,526	\$0.00	113,526
86 Surry	0	8,494	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	36,639	\$0.00	7,328	\$0.00	8,333	\$0.00	60,794	\$0.00	60,794
87 Swain	0	2,745	\$0.00	20,809	\$0.00	3,436	\$0.00	3,436	\$0.00	3,539	\$0.00	24,459	\$0.00	4,892	\$0.00	5,563	\$0.00	68,879	\$0.00	68,879
D6 Toe River	0	2,554	\$0.00	17,678	\$0.00	8,927	\$0.00	8,927	\$0.00	9,198	\$0.00	70,291	\$0.00	14,058	\$0.00	15,986	\$0.00	147,619	\$0.00	147,619
88 Transylvania	0	3,035	\$0.00	26,606	\$0.00	4,355	\$0.00	4,355	\$0.00	4,488	\$0.00	25,702	\$0.00	5,141	\$0.00	5,845	\$0.00	79,527	\$0.00	79,527
90 Union	0	16,141	\$0.00	19,924	\$0.00	6,335	\$0.00	6,335	\$0.00	6,527	\$0.00	61,795	\$0.00	12,360	\$0.00	14,056	\$0.00	143,473	\$0.00	143,473
92 Wake	0	72,098	\$0.00	117,060	\$0.00	17,072	\$0.00	17,072	\$0.00	17,591	\$0.00	197,225	\$0.00	39,445	\$0.00	44,863	\$0.00	522,426	\$0.00	522,426
93 Warren	0	3,395	\$0.00	34,229	\$0.00	5,645	\$0.00	5,645	\$0.00	5,815	\$0.00	25,871	\$0.00	5,174	\$0.00	5,884	\$0.00	91,658	\$0.00	91,658
96 Wayne	0	22,048	\$0.00	27,967	\$0.00	10,022	\$0.00	10,022	\$0.00	10,326	\$0.00	64,065	\$0.00	12,813	\$0.00	14,572	\$0.00	171,835	\$0.00	171,835
97 Wilkes	0	6,841	\$0.00	42,230	\$0.00	5,905	\$0.00	5,905	\$0.00	6,082	\$0.00	33,868	\$0.00	6,772	\$0.00	7,703	\$0.00	115,306	\$0.00	115,306
98 Wilson	0	19,584	\$0.00	39,612	\$0.00	7,625	\$0.00	7,625	\$0.00	7,855	\$0.00	49,053	\$0.00	9,810	\$0.00	11,157	\$0.00	152,321	\$0.00	152,321
99 Yadkin	0	4,025	\$0.00	8,575	\$0.00	1,917	\$0.00	1,917	\$0.00	1,976	\$0.00	27,326	\$0.00	5,465	\$0.00	6,211	\$0.00	57,412	\$0.00	57,412
00 Yancey	0	894	\$0.00	6,189	\$0.00	3,126	\$0.00	3,126	\$0.00	3,220	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	16,555	\$0.00	16,555
Totals		1,285,006	0	3,437,526	0	675,702	0	675,702	0	696,180	0	4,850,760	0	972,688	0	1,038,730	0	13,632,294	0	13,632,294

Sign and Date - DPH Program Administrator	12/06/24 11:03 AM EST	Sign and Date - DPH Section Chief	12/06/24 8:04 AM PST
<i>Kristen Carwell</i>		<i>Belinda Pettiford</i>	
Sign and Date - DPH Budget Office - ATC Coordinator	12/6/2024	Sign and Date - DPH Budget Office - ATC Coordinator	12/6/2024
<i>Sue Aydin</i>		<i>April Johnson</i>	

PW

FY 2026 CONSOLIDATED AGREEMENT

This Consolidated Agreement is made between the **North Carolina Department of Health and Human Services, Division of Child and Family Well-Being** (hereinafter referred to as “**DCFW**”) and **Division of Public Health** (hereinafter referred to as “**DPH**”), (herein DCFW and DPH collectively referred to as “**NCDHHS**”), and the **Moore County Health Department** (herein after referred to as “**LHD**”) (herein DCFW, DPH, and LHD may individually be referred to as a “party” and collectively as the “parties”) for the purposes of maintaining and promoting the advancement of public health in North Carolina. This Consolidated Agreement shall cover a period from June 1, 2025 to May 31, 2026 and shall remain in force until the next Fiscal Year Consolidated Agreement is signed except as provided for in Section X. Provision of Termination.

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

I. LHD RESPONSIBILITIES**A. Performance**

1. LHD shall perform activities in compliance with applicable program rules contained in the North Carolina Administrative Code (NCAC), as well as all applicable North Carolina statutes and federal laws and regulations.
2. LHD shall perform the activities specified in the Agreement Addenda for State-funded budgets. LHD must negotiate these Agreement Addenda in good faith to the satisfaction of NCDHHS representatives as part of the Agreement execution. LHD will meet or exceed the Agreement Addenda deliverables unless extenuating circumstances prevail and are explained in writing and subsequently approved by the NCDHHS division, section, branch, or program.
3. LHD shall be committed to achieving health equity, promoting inclusion of all populations affected by conditions contributing to health disparities (including race or ethnicity, sex, sexual identity, age, disability, socioeconomic status, and geographic location), and ensuring all staff, clinical and non-clinical, participate in ongoing training focused on health equity, health disparities, and/or social determinants of health to support individual competencies and organizational capacity to promote health equity.
4. LHD shall administer and enforce all rules that have been adopted by the Commission for Public Health or adopted by the Local Board of Health, Consolidated Human Services Board, or Board of County Commissioners (hereinafter referred to as “LHD governing board”), and laws that have been enacted by the North Carolina General Assembly.
5. LHD shall provide to DPH and DCFW a copy of any rules adopted, amended, or rescinded by the LHD governing board pursuant to N.C.G.S. § 130A-39 Powers and duties of a local board of health and Public Health Ordinances adopted by the County Commissioners, within 30 days of adoption or rescission. These rules and ordinances are to be sent to the DPH Deputy Director and DCFW Director.
6. LHD shall provide formal training/orientation for its LHD governing and/or advisory board members.

7. LHD shall not require a client to present identification that includes a picture of the client for, at a minimum, immunization, pregnancy prevention, sexually transmitted disease, and communicable disease services.
8. LHD shall provide or assure provision of care management services for all Care Management for High-Risk Pregnancies (CMHRP) and Care Management for At-Risk Children (CMARC) populations. These services may be funded by Medicaid, state or federal funding through Agreement Addenda, private funders, or local funds.
 - a. Per the federal Child Abuse Prevention and Treatment Act (CAPTA) requirements, a notification to the county child welfare agency must occur upon identification of an infant as “substance-affected,” as defined by NCDHHS, for the development of a Plan of Safe Care (POSC). NCDHHS requires that all substance-affected infants be referred by the local Child Welfare Agency to CMARC or the designated care management entity for care management and care coordination for that county. The CMARC Referral and Supervisor Directory has the most up to date contact for each county for DSS.¹
 - b. LHD shall use every resource including technical assistance from the regional consultants and State CMHRP and CMARC program managers to resolve issues to prevent care gaps and discontinuation of services.
 - c. In the event that LHD determines it cannot directly provide care management services for CMHRP and/or CMARC populations, LHD shall:
 - 1) Notify NCDHHS in writing of LHD’s intention to discontinue the services at least 180 calendar days in advance of discontinuing the services. Notifications regarding the provision of CMHRP shall be provided to the DPH Deputy Director. Notifications regarding CMARC shall be provided to the DCFW Director. LHD is still responsible to provide the care management services during the 180-day period, until those services are transitioned to another entity who can assure continued care without service gaps;
 - 2) Follow the “Companion Guide Care Management Service Termination and Transfer of Services”² process from the Division of Health Benefits; and
 - 3) Identify another local health department(s) and/or other entity(ies) that can provide continuous care management services for all CMHRP and CMARC populations through SFY26.
9. LHD shall notify the DCFW Director and the DPH Deputy Director if any of the following occurs:
 - a. There is a legal name change to LHD.
 - b. A local health director or interim local health director is appointed or leaves office.
 - c. LHD becomes part of a consolidated human services agency, a district, or a public health authority.
 - d. There is any other governance change.
 - e. LHD is no longer subject to the NC Human Resources Act.Notification shall be in writing within the next business day of the change and is to include a governance organizational chart and any relevant supporting documents reflecting the changes.
10. LHD shall retain financial and program records including electronic records in accordance with the North Carolina Department of Natural and Cultural Resources’ Local Government Schedules

¹ <https://medicaid.ncdhhs.gov/care-management/care-management-risk-children-cmarc>

² <https://medicaid.ncdhhs.gov/companion-guide-care-management-service-termination-and-transfer-service-process>

records retention policy³ and in accordance with the retention of those records as described in Section IV. Fiscal Control, Paragraph H. Records resulting from these services shall not be destroyed, purged, or disposed of except in accordance with the records retention policy and in accordance with State and federal law. The State's basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Consolidated Agreement or any Agreement Addenda has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

11. By July 1, 2025, LHD will have developed a plan in partnership with the DPH Environmental Health Section to develop quality assurance plans for each of the following programs: Onsite Wastewater, Private Drinking Water Wells, Childhood Lead Poisoning Prevention, Tattoos, Public Swimming Pools, and Child Care and School Buildings. LHD shall submit these plans to the DPH Environmental Health Section by January 1, 2026 for review and approval. Following submission to the DPH Environmental Health Section, LHD shall abide by the plans and any modifications requested by the DPH Environmental Health Section to the plans in order for registered environmental health specialists, registered environmental health specialist interns, or registered environmental health associates employed by or contracted to work for the LHD to be eligible for defense by the Attorney General's Office or to have all or a portion of their judgment or settlement paid by the Department in accordance with G.S. 143-300.8.⁴

B. Data/Reporting

1. LHD shall report client, service, encounter, and other data as specified by applicable program rules, Agreement Addenda for State-funded budgets, North Carolina General Statutes, the North Carolina Administrative Code, and/or federal law or regulation. Data shall be reported through North Carolina's centralized reporting system known as the LHD Health Services Analysis (LHD-HSA). To ensure that such data is accurately linked to the specific client served in a manner that results in a unique identifier from the DHHS Common Name Data Service except as allowed by N.C.G.S. § 130A-34.2, LHD shall allow the State to submit (on its behalf) the Social Security Numbers of all clients to the Social Security Administration for verification.
2. LHD shall submit monthly reports of On-Site Wastewater activities to the On-Site Water Protection Branch in the DPH Environmental Health Section in the format provided by the DPH Environmental Health Section.
3. LHD shall provide access to patient records to authorized staff from DCFW and DPH for technical consultation, program monitoring, and program evaluation, as specified by this Consolidated Agreement, Agreement Addenda for State-funded budgets, North Carolina law, North Carolina Administrative Code, and federal law and regulation.

³ <https://archives.ncdcr.gov/government/local>

⁴ Per SL2024-49, which modifies N.C.G.S. §143-300.8(b), states that "All local health departments shall enter into an annual agreement with the Department to provide environmental health services in accordance with Chapter 130A of the General Statutes. The annual agreement shall include a requirement for quality assurance for all environmental health services."

4. In accordance with N.C.G.S. § 130A-94, the local health director shall serve as the local registrar of vital statistics. In accordance with N.C.G.S. § 130A-96, the local registrar shall appoint a deputy local registrar. The LHD shall report the name and contact information of any local registrar and deputy local registrar to the State Registrar of Vital Statistics within one business day of appointment. The LHD shall also report to the State Registrar when any local registrar or deputy registrar resigns or otherwise departs from the role. The local registrar shall fulfill duties as set out in N.C.G.S. § 130A-97. In accordance with N.C.G.S. § 130A-97(5), the local registrar may have a copy of the data from each certificate and maintain it for up to two years. This data shall be maintained securely, as set out in Subparagraphs 5., 6., and 7 below, and used in accordance with applicable law.
5. LHD shall provide network and internet access at its facilities (or to the county network where desired) in order to:
 - a. Connect with critical data and surveillance systems including, but not limited to, the North Carolina Health Alert Network (NC HAN), North Carolina Electronic Disease Surveillance System (NC EDSS), North Carolina Immunization Registry (NCIR), Local Health Department Health Services Analysis (LHD-HSA), North Carolina Crossroads WIC System, North Carolina Database Application for Vital Events (NCDAVE), Electronic Birth Registration System (EBRS), and Environmental Health Inspection Data System (EHIDS);
 - b. Rapidly communicate email alerts to and from DPH regarding bioterrorism and public health topics (outbreaks, emergency alerts, etc.);
 - c. Access NCDHHS training material and information used for training staff, including access to webinars;
 - d. Maintain a secure infrastructure for remote data entry; and
 - e. Report electronically all required DPH Environmental Health Section inspection data in the format and frequency specified by DPH.
6. LHD must utilize security products (e.g., firewalls) to maintain network connectivity and security integrity. The LHD network configuration and security practices should comply with State security standards and must allow communication with systems within the NCDHHS networks.⁵
7. LHD shall be responsible to report all privacy and security breaches that may affect NCDHHS data and surveillance systems to NCDHHS as soon as possible but no later than 24 hours from discovery of the breach by completing a report via the NCDHHS Privacy and Security Office – Incident Reporting Form.⁶ If the breach involves Social Security Administration (SSA) data or Centers for Medicare and Medicaid Services (CMS) data, the LHD shall report the breach within 1 hour of becoming aware of the breach. This may include but is not limited to ransomware attacks, malicious code execution, or network breaches. LHD's access to NCDHHS data and surveillance systems may be limited or turned off until proof of remediation is supplied by LHD. LHD shall reimburse NCDHHS or otherwise be held responsible for the costs associated with giving affected persons written notice of a privacy or security incident, as required by any applicable federal or state law, when the privacy or security incident arises out of LHD's performance under this Consolidated Agreement or Agreement Addenda. If a subcontractor is used by LHD in its performance of this work, the LHD must hold the subcontractor to the same privacy and security requirements set out in this Consolidated Agreement and Agreement Addenda.

⁵ <https://it.nc.gov/resources>; <https://it.nc.gov/resources/state-it-standards>

⁶ <https://security.ncdhhs.gov/>

C. Assessments and Plans

1. LHD shall provide to the DPH Community Health Assessment Director:
 - a. A comprehensive community health assessment (CHA) at least every four years for each county or health district as follows:
 - 1) The CHA report is due on the first Monday in March following the year of CHA.
 - 2) The CHA report shall be submitted as an attachment via the web-based software, Clear Impact Scorecard. The executive summary and community priorities will appear in the note fields.
 - 3) The CHA shall be a collaborative effort with local partners inclusive of hospitals, businesses, community partners, and local community health coalitions, and the CHA report shall identify a list of community health problems based on the assessment.
 - 4) The CHA report shall include primary and secondary data that is collected and analyzed.
 - 5) Secondary data shall be obtained from published statistical tables and reports from the State Center for Health Statistics (SCHS) or other official sources.
 - 6) Primary data needs and methodologies shall be determined once secondary data have been reviewed and gaps in knowledge about the community are identified.
 - 7) After analyzing primary and secondary data, the CHA report shall describe available community resources and resource needs for the identified community health problems.
 - 8) Each identified community health problem shall be prioritized and described in the narrative. The CHA report shall include data analysis of those indicators listed in the Accreditation Self-Assessment Inventory, Benchmark 1, Activity 1.1.
 - b. A Community Health Improvement Plan (CHIP) no later than six months after the completion of the CHA as follows.
 - 1) The CHIP is due by the first Monday in September following the year of assessment.
 - 2) The CHIP shall be submitted via the web-based software, Clear Impact Scorecard.
 - 3) The CHIP shall address a minimum of two priorities identified in the most recent community health assessment.
 - 4) The CHIP shall be data driven and derived by using results-based accountability to focus on both population and program accountability. Results, indicators, programs, and performance measures must be included.
 - 5) The CHIP shall be aligned with one or more of the Healthy North Carolina 2030 (HNC 2030) indicators and use best evidence interventions targeting health behaviors, the physical environment, social and economic factors, and/or clinical care.
 - 6) The CHIP shall be aligned with the current North Carolina State Health Improvement Plan and consider policy recommendations as a best practice opportunity.
 - 7) The CHIP shall be updated at least annually, and LHD must monitor its performance against the CHIP annually.
 - 8) Components of the CHIP may persist across CHA-CHIP cycles when:
 - a) the health problem persists and continues to be a priority; and
 - b) new interventions are needed; and/or
 - c) the interventions need to be expanded to a new target population.
 - c. A state of the county or district health report (SOTCH) during each interim year between CHAs as follows:

- 1) The SOTCH is due by the first Monday in March in years when a CHA report is not submitted.
- 2) The SOTCH shall be submitted via the web-based software, Clear Impact Scorecard.
- 3) The SOTCH shall include:
 - a) progress made on each performance measure in the CHIP;
 - b) morbidity and mortality changes since the last CHA;
 - c) emerging issues since the last CHA; and
 - d) new, paused, and/or discontinued initiatives since the last CHA.
2. LHD shall make a written request for any variances in submission of CHA, CHIP, and SOTCH documents in advance of the required date of submission. Emails may be sent to the DPH Community Health Assessment Director at cha.sotch@dhhs.nc.gov.
3. For LHD accreditation, all instances of Clear Impact Scorecard must be linked to the HNC 2030 Scorecard licensed by DPH.
4. Guidance about CHA, CHIP, and SOTCH is located on the North Carolina State Center for Health Statistics website under "Local Data Analysis and Support."⁷

II. NCDHHS RESPONSIBILITIES

A. Training, Consultation, and Support

1. DCFW and DPH shall provide training to LHD for LHD's response to this Consolidated Agreement and to the Agreement Addenda. Upon request, consultation will be provided by DCFW and/or DPH to LHD.
2. DCFW and/or DPH shall provide coordination and support for the education and training for the public health workforce, including developing training opportunities at the Section/Branch/Program level to achieve health equity, promote inclusion of all populations affected by health disparities (including racial/ethnic minority groups and persons with disabilities), and ensure all staff, clinical and non-clinical, have opportunities for training focused on health equity, health disparities, and/or social determinants of health to support individual competencies and organizational capacity to promote health equity.
3. DCFW and DPH shall provide leadership for liaison activities between NCDHHS and LHD for general problem solving and technical support around areas addressed within this Consolidated Agreement.
4. DPH shall provide high-level consultation, technical assistance, and advice to local health directors and teams via the DPH Local and Community Support (LCS) Section. For more information, contact the DPH Deputy Director/LCS Section Chief. Broad content areas include, but are not limited to:
 - a. Board Relations;
 - b. Management Teams and Staffing;
 - c. Policy Development;
 - d. Program Planning and Implementation;
 - e. Quality and Performance Improvement; and

⁷ <https://schs.dph.ncdhhs.gov/units/ldas/cha.htm>

- f. General Administrative Consultation, including consultation and technical assistance in budgeting, fiscal, administrative and management support topic areas.
5. DCFW and DPH shall provide technical assistance and consultant services, as required, for specific health program areas, including providing guidance and consultation about specific patient clinical issues, when requested. Contact the specific division's section chief or branch head to arrange for technical assistance and consultant services.
6. DPH shall provide course coordination, consultation, and technical assistance on nursing practice and standards, policies, and procedures that cross programs via the DPH LCS Section, Local Technical Assistance and Training Branch (LTATB). Contact the DPH Chief Public Health Nurse/Branch Head, LTATB to arrange this assistance.
7. DPH shall provide support and consultation to the public health workforce in LHD, through the provision of regional public health consultants who offer professional development and training on finance, billing, and budget. Contact the DPH Chief Public Health Nurse/Branch Head, LTATB to arrange a consultation.

B. Performance

1. DCFW and DPH shall act as liaisons between the public health system and the Division of Health Benefits (the State's Medicaid agency) on issues related to Medicaid-reimbursed services provided by the State and LHD. DCFW and DPH shall cooperate with the Division of Health Benefits to provide technical assistance, guidance, and consultation to local health programs to ensure compliance with Medicaid policies and procedures.
2. For services of the DPH State Laboratory of Public Health (SLPH), DPH shall:
 - a. Provide free or at-cost mailers that meet the US Postal Service/DOT UN3373 Biologic substance shipping and packaging regulations for samples submitted to the SLPH only, when ordered via the SLPH's web-based mailroom ordering system;
 - b. Ensure qualified personnel to process, analyze, and report test results;
 - c. Ensure that SLPH maintains Clinical Laboratory Improvement Amendments of 1988 (CLIA) certification;
 - d. Submit invoices to LHD via electronic means;
 - e. Collect interest (per N.C.G.S. § 147-86.23 Interest and penalties) and a 10% late fee as appropriate; and
 - f. Provide a qualified Laboratory Director and a Technical Consultant for LHD's laboratories participating in the North Carolina SLPH CLIA Contract Program. Services provided by the oversight of this personnel include training and continuing education, CLIA inspection assistance, proficiency testing and enrollment, competency assessment, and models for laboratory forms, procedures, and policies.
3. DCFW and DPH will provide support and technical assistance for LHD to comply with all applicable laws, regulations, and standards relating to the activities covered in this Consolidated Agreement.
4. DCFW and DPH shall conduct reviews, audits, and program monitoring to determine compliance with the terms of this Consolidated Agreement and its associated Agreement Addenda.

C. Data/Reporting

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

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

2. DCFW and DPH shall be responsible in its use of data received and reviewed in its various roles as a public health authority, health oversight agency, and business associate. Protected health information (PHI) received by DCFW and DPH in its capacity as a covered entity or business associate shall be protected as required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (see this Consolidated Agreement's Attachment B: Business Associate Agreement Addendum).

D. Fund Availability and Notification: DCFW and DPH shall provide to LHD the Budgetary Estimates of Funding Allocations no later than February 14 of each year to use in preparation of its local budget proposals per N.C.G.S. § 108A-88 unless exceptions are noted in the respective Agreement Addenda. The Agreement Addendum for Activity 874 Food and Lodging is an exception, as the Agreement Addendum for it will be provided to LHD no later than March 30 for the State Fiscal Year (SFY) in which payment will be made.

1. DCFW and DPH shall each provide a Funding Authorization document to LHD after the receipt of the Certified State Budget.
2. Following receipt of the Certified State Budget for the fiscal year and upon receipt of this executed Consolidated Agreement and the executed Agreement Addenda, DCFW and DPH shall make funds available to LHD at the beginning of each fiscal year through the Aid-To-Counties Database (ATC). Funds will be dispersed in accordance with the LHD's certified expenditure reporting within ATC, and payments will be made to LHD according to the NCDHHS Controller's Office Aid-to-Counties Expenditure Control Schedule issued December of each year for the following calendar year.

III. FUNDING STIPULATIONS

A. Use of Funds

1. Funding for this Consolidated Agreement and all Agreement Addenda is subject to the availability of State, federal, and Special Funds for the purpose set forth in this Consolidated Agreement and the Agreement Addenda.
2. During the period of this Consolidated Agreement, LHD shall not use State, federal or Special Project funds received under this Consolidated Agreement or any Agreement Addenda to reduce locally appropriated funds as reflected in the Local Appropriations Budget (see Section IV. Fiscal Control, Paragraph H. Local Appropriations Budget).
3. **Required Reporting Certifications:** Per the revised Uniform Guidance, 2 C.F.R. 200, if awarded federal pass-through funds, the LHD as well as all Subrecipients of the LHD must certify the following whenever 1) applying for funds, 2) requesting payment, and 3) submitting financial reports:

“I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812.”

B. Compliance

1. To receive funding under this Consolidated Agreement, LHD shall comply with 10A NCAC 46, Section .0200 Standards for Local Health Departments.
2. LHD shall maintain authenticated employee time records to document the actual work activity of each employee on a daily basis. The percentage of time each employee spends in each activity shall be converted to dollars based upon the employee's salary and benefits at least on a monthly basis. The computation shall support the charges for salaries and benefits to all federal and State grants (as required in 2 C.F.R. Part 200) as well as provide the documentation of detailed labor cost per activity for preparation of Medicaid Cost Report.
3. LHD charges/billing. LHD shall:
 - a. Establish one charge per clinical/support service for all payors (including Medicaid) based on its related costs as permitted by N.C.G.S. § 130A-39(g);
 - b. Bill all payors the established charge (with the exception that when billing 340B Drug Pricing Program drugs or devices to Medicaid, all drugs or devices purchased using 340B Program must be billed to Medicaid at the acquisition cost);
 - c. Make every reasonable effort to collect charges for services through public or private third-party payors (except where prohibited by federal regulations or State law) noting, however, that no one shall be refused services mandated by law solely because of an inability to pay; and
 - d. Review all LHD fees, including environmental health fees, annually with the governing body in accordance with the North Carolina Local Health Department Accreditation Board guidance and local policies.

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

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

⁸ <https://oig.hhs.gov/compliance/self-disclosure-info/hhs-oig-grant-self-disclosure-program/>

C. Training Reimbursement

1. Subject to the availability of funds and approval by the DPH Environmental Health Section, LHD may request reimbursement for in-person Centralized Intern Training (CIT) and a one-time mileage allocation. Reimbursement requests must be submitted by LHD to the DPH Environmental Health Section within 60 days of course completion and within the same fiscal year the training is completed. Reimbursement requires successful completion of the course. No reimbursements are offered for virtual trainings. (Reimbursement Request Form DHHS 4125 *Centralized Intern Training Funds Reimbursement Request* is available on the DPH Environmental Health website under “Centralized Intern Training and Authorization.”⁹)
 - a. For Interns attending CIT sessions in person, reimbursement amounts are based on the session attended:
 - 1) Food Protection & Facilities Track — \$280
 - 2) On-Site Water Protection Track — \$560
 - b. For cross-training Registered Environmental Health Specialists (REHS) attending CIT sessions in person, reimbursement amounts are based on the session attended:
 - 1) Food, Lodging, & Institutions — \$170
 - 2) Child Care & School Sanitation — \$62
 - 3) On-Site Water Protection — \$450
 - 4) Private Drinking Water Wells — \$62
 - 5) Public Swimming Pools — \$62
 - 6) Tattoo — \$62
 - c. A one-time mileage allocation per two REHSs from the same county per training session is based on one of the four geographical areas in which they are employed.
 - 1) Area 1 — \$57: Alamance, Caswell, Chatham, Cumberland, Duplin, Durham, Edgecombe, Franklin, Granville, Greene, Guilford, Halifax, Harnett, Hoke, Johnston, Lee, Lenoir, Montgomery, Moore, Nash, Orange, Person, Randolph, Sampson, Vance, Wake, Warren, Wayne, Wilson.
 - 2) Area 2 — \$170: Alexander, Alleghany, Anson, Ashe, Beaufort, Bertie, Bladen, Brunswick, Cabarrus, Camden, Carteret, Catawba, Chowan, Columbus, Craven, Currituck, Dare, Davidson, Davie, Forsyth, Gaston, Gates, Hertford, Hyde, Iredell, Jones, Lincoln, Martin, Mecklenburg, New Hanover, Northampton, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Pitt, Richmond, Robeson, Rockingham, Rowan, Scotland, Stanly, Stokes, Surry, Tyrrell, Union, Washington, Watauga, Wilkes, Yadkin.
 - 3) Area 3 — \$283: Avery, Buncombe, Burke, Caldwell, Cleveland, Haywood, Henderson, Jackson, Madison, McDowell, Mitchell, Polk, Rutherford, Transylvania, Yancey.
 - 4) Area 4 — \$396: Cherokee, Clay, Graham, Macon, Swain.

D. Purchases

1. Equipment is a type of fixed asset consisting of specific items of property that: (1) is tangible in nature; (2) has a life longer than one year; and (3) has a significant value.

⁹ <https://ehs.dph.ncdhhs.gov/oet/index.htm>

Note: This form can also be downloaded at

<https://ehs.dph.ncdhhs.gov/oet/docs/cit/CentralizedInternTrainingFundsReimbursementRequest.pdf>

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

IV. FISCAL CONTROL

- A. LHD shall comply with the Local Government Budget and Fiscal Control Act, North Carolina General Statute Chapter 159, Article 3.
 1. LHD shall maintain a purchasing and procurement system in accordance with generally accepted accounting principles and procedures set forth by the Local Government Commission.¹⁰

¹⁰ <https://www.nctreasurer.com/divisions/state-and-local-government-finance-division/local-government-commission>

B. LHD shall execute written agreements with all parties who invoice LHD for payment for the provision of services to patients. Exceptions may be permitted in cases where the patient has a preference for a non-contracted provider and that provider verbally agrees to abide by program requirements and to accept program payment as payment in full.

C. **When subcontracting**, LHD must meet the following requirements:

1. LHD is not relieved of the duties and responsibilities provided in this Consolidated Agreement and Agreement Addenda.
2. LHD will not enter into a financial assistance agreement with any entity on the current North Carolina Office of State Budget and Management (OSBM) Suspension of Funding List (SOFL) and shall withhold funds not yet disbursed until the entity has been removed from the SOFL. Updated SOFLs are released weekly and are available on the OSBM website.¹¹
3. LHD shall require its subcontractor to agree to abide by the standards set out in this Consolidated Agreement and relevant Agreement Addenda or to provide such information as to allow LHD to comply with these standards.
4. LHD shall subject its subcontractor to all conditions of this Consolidated Agreement and of any subsequent Agreement Addenda for which they perform work on behalf of LHD.
5. LHD shall require its subcontractor to allow DCFW and/or DPH and federal authorized representatives' access to any records pertinent to its role as a subcontractor of LHD.
6. Upon request, LHD will make available to DCFW and/or DPH a copy of subcontracts supported with State or federal funds.
7. **Reporting Required Subcontract Information:** In accordance with revised NCDHHS guidelines effective October 1, 2024, the LHD must provide the information listed below for every subcontract from the LHD that is to carry out any or all of an Agreement Addendum's work and which utilizes any of that Agreement Addendum's DPH or DCFW funding.

Subcontracts are contracts or agreements issued by the LHD to a vendor ("Subcontractor" of the LHD) or a pass-through entity ("Subrecipient" of the LHD).

Subcontractors are vendors hired by the LHD via a contract to provide a good or service required by the LHD to perform or accomplish specific work outlined in an executed Agreement Addendum (AA). For example, if the LHD needed to build a data system to satisfy reporting requirements of an AA, the vendor hired by the LHD to build the data system would be a Subcontractor. Reference Section F.3. for the definition of "Vendor." However, not all Vendors are considered Subcontractors. Entities performing general administrative services to the LHD (e.g., certified professional accountants) are not considered Subcontractors.

Subrecipients of the LHD that receive DPH or DCFW pass-through funding from the LHD via a contract or agreement to carry out all or a portion of the programmatic responsibilities outlined in the executed Agreement Addendum. Reference Section F.1. and F.2. for definitions of "Subrecipient" and the "Subrecipient relationship." Subrecipients are also referred to as Subgrantees in NCAC.

¹¹ <https://www.osbm.nc.gov/stewardship-services/grants-management/suspension-funding-memos>

The following information must be provided to the relevant Agreement Addendum's DPH Program Contact or DCFW Program Contact *prior* to the entity being awarded a contract or grant from the LHD:

- Organization or Individual's Name (if an individual, include the person's title)
- EIN or Tax ID
- Street Address or PO Box
- City, State and ZIP Code
- Contact Name
- Contact Email
- Contact Telephone
- Fiscal Year End Date (of the entity)
- State whether the entity is functioning as a Subrecipient or as a Subcontractor of the LHD.

D. LHD must receive prior written approval from the DCFW Director and/or the DPH Deputy Director to subcontract when either of the following conditions exist:

1. LHD proposes to subcontract to a single entity 50 percent or more of the total State and federal funds made available through this Consolidated Agreement;
2. LHD proposes to subcontract 50 percent or more, or \$50,000, whichever is greater, of the total State and federal funds made available through this Consolidated Agreement or any Agreement Addendum.

E. LHD must receive prior written approval from the Program Contact listed on the applicable DCFW or DPH Agreement Addendum to subcontract when either of the following conditions exist:

1. LHD proposes to subcontract for any of the services in the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC Program).
2. LHD provides financial assistance of any funding amount with a contract to a Subrecipient who will carry out the LHD's programmatic responsibilities within the Agreement Addendum, regardless of funding source.

F. Definitions for Subrecipient and Vendor:

1. Subrecipient: The federal government defines a subrecipient as a non-federal entity that receives a subaward from a pass-through entity to carry out part of a federal [or State] program.¹² Subrecipient means any entity who receives pass-through funding in the form of a grant or grant contract from a grant recipient or Subrecipient. E.g., CDC issues NCDHHS a grant, making NCDHHS the prime recipient; NCDHHS passes-through grant funds to an LHD, making the LHD a Subrecipient of NCDHHS; If the LHD further passes through their grant funds to a community-based organization, that organization is a Subrecipient of the LHD.

The definition of Subrecipient does not include an individual who is a beneficiary of such program (e.g., a client) or a vendor that provides administrative services (e.g., accountant, staffing) or products (e.g., software, assessment) to the program.

A Subrecipient receives financial assistance to provide core programmatic services and is responsible for how the programmatic work is done, programmatic and financial reporting, and abiding by the award terms and conditions. "Subgrantee" shall have the same meaning as Subrecipient.

¹² <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR031321e29ac5bbd/section-200.331>

2. **Subrecipient Relationship:** A Subrecipient Relationship exists when a recipient or Subrecipient issues its own subaward for financial assistance via a contract with an entity, through which the entity becomes responsible for the programmatic work, reporting, and award terms and conditions in the same way the original recipient or Subrecipient is responsible. The entity receiving the subaward of passed-through funding is now a Subrecipient. All conditions of the original funding are passed through to all recipients and Subrecipients; this is a key feature of the Subrecipient Relationship. A Subrecipient Relationship exists between NCDHHS and the LHD. If the LHD passes funding through to their own Subrecipient, the LHD is responsible for monitoring its Subrecipients in the same way DCFW and DPH monitor the LHD.
 3. **Vendor:** A Vendor provides goods and/or services to the LHD via a purchase order or contract to pay for the purchased goods or services. A Vendor has no responsibility beyond delivering the purchased goods or services; a Vendor is not responsible for the programmatic work, reporting, or award terms/conditions within the applicable Agreement Addendum. A Vendor provides these goods or services as part of its regular business to any customer that orders from it or contracts with it.
- G. LHD shall return by email a signed copy of all DCFW Funding Authorization documents to the DCFW Budget Office and a signed copy of all DPH Funding Authorization documents to the DPH Budget Office.
- H. LHD shall retain a copy of all signed Funding Authorization documents, the files (paper or electronic) produced by the LHD to document its monthly expenditure requests made in the Aid-to-Counties Database (ATC), this signed Consolidated Agreement and subsequent Amendments, all signed Agreement Addenda, signed Agreement Addenda Revisions, and other financial records in accordance with the current Records Disposition Schedule for Local Health Departments issued by the North Carolina Department of Natural and Cultural Resources.¹³
- I. **Audits/Monitoring:** The county or LHD shall have an annual audit performed in accordance with the Single Audit Act of 1984 (with amendment in 1996) and 2 C.F.R. Part 200. The audit report shall be submitted to the Local Government Commission (LGC) by the County Administration (if single county LHD) or the District Health Department or Public Health Authority (if so organized) within six months following the close of the Agreement. Audit findings referred to the NCDHHS Internal Audit Office by LGC will be investigated and findings verified by the NCDHHS Controller's Office staff with assistance of DPH and/or DCFW Program Staff.
- J. **Local Appropriations Budget:**
1. LHD shall prepare and maintain a Local Appropriations Budget (reflecting the plans to use local appropriations or earned fees) for each Agreement Addendum in a manner consistent with instructions provided in funding-specific budgetary guidance from DCFW and DPH and the specific guidance from the respective programs.
 2. LHD shall not reduce county appropriations for maternal and child health services provided by the local health departments because they have received State appropriations for this purpose, pursuant to N.C.G.S. § 130A-4.1.(a) State funds for maternal and child health care/nonsupplanting.
 3. LHD shall budget and expend all income earned by LHD for maternal and child health programs supported in whole or in part from State or federal funds, received from NCDHHS, to further the

¹³ <https://archives.ncdcr.gov/government/local-government-agencies/local-health-departments-schedule>

objectives of the program that generated the income, pursuant to N.C.G.S. § 130A-4.1.(b) State funds for maternal and child health care/nonsupplanting.

4. LHD shall not reduce county appropriations for health promotion services provided by the local health departments because they have received State appropriations for this purpose, pursuant to N.C.G.S. § 130A-4.2. State funds for health promotion/nonsupplanting.
5. LHD shall complete and return to DPH the LHD Assurance of County Appropriations Maintenance (Nonsupplanting) (Attachment A) regarding its compliance with these requirements.

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

1. Locally appropriated funds may not be withdrawn due to fee collection greater than projected in the budget or due to new grant funding except during the last two months of the fiscal year to allow the county to manage end of year budget close out.
2. Earned revenue (officially classified as local funds) must be budgeted and spent in the program that earned it unless otherwise noted in the respective Agreement Addenda.
 - a. Revenue generated by a women's or children's health program may be budgeted and expended in any women's or children's health program, unless a specific Agreement Addendum has a more restrictive requirement.
3. LHD shall not use personal health program funds to support environmental health programs nor use environmental health program funds to support personal health programs.
4. Use of program income generated by the expenditure of federal categorical funds will be governed by applicable federal regulations, including, but not limited to, 2 C.F.R. Part 200.
5. A local account shall be maintained for unexpended earned revenues (i.e., Title XIX fees, private insurance, or private pay [cash]). Accounts shall be maintained in sufficient detail to identify the program source generating the fees.
6. The amount of Title XIX fees budgeted and expended in FY 2025-2026 must equal or exceed the amount of Title XIX revenues earned during FY 2023-2024. The State will not approve program activity budgets that do not include an amount of Title XIX fees sufficient to meet the requirements of this section. The State may waive this requirement if LHD provides sufficient justification.

L. Aid-to-Counties Database and Expenditure Reporting:

1. LHD shall submit its actual State, federal, and local required match expenditures for all its program Activities to the NCDHHS Controller's Office via the Aid-to-Counties Database (ATC).
2. Specific ATC instructions and training will be provided by DPH LTATB to LHD.
3. Submission dates for these expenditures are published each December for the following calendar year by the NCDHHS Controller's Office and are found in its Aid-to-Counties Expenditure Control Schedule. This schedule allows LHD at least seven days to enter the pertinent month's expenditures into ATC. LHD must submit these monthly Expenditure Reports via ATC consecutively throughout the Consolidated Agreement period. Failure to meet the month's reporting deadline will result in the exclusion of those expenditures for that month.

4. The LHD's health director and finance officer will approve the monthly expenditures in ATC to certify them. Certification here indicates that the total State and federal expenditures reported by the LHD, as well as the local required match expenditures, are valid for the pertinent month's actual expenditures. Funding is based on an allocation method, not a contract method, and counties receive reimbursement for services provided during one month in the following month.

Once the LHD has certified the month's expenditures in ATC, ATC will alert the NCDHHS Controller's Office staff that expenditures have been approved and certified, and are ready to be paid.

5. May is the last service month to be paid in the SFY, with the final expenditure reporting submitted, certified, and paid in June. (Services provided in June are reported in July and will be paid out of the next SFY.)
6. When Agreement Addenda are supported by federal funding or grants that do not coincide with the SFY, care must be taken to be attentive to the service month and payment months for each grant as well as the ending liquidation date for each grant. Expenditures of federal funds must be reported according to the funding period for a grant. For each grant, the Budgetary Estimate document and the Funding Authorization document will have service and payment month dates listed. Failure to report expenditures after the payment period ends may result in non-payment.
7. LHD shall have the opportunity to amend its expenditure reporting in the month following discovery of the error. LHD must not wait to submit its adjustments as there must be sufficient time remaining for verification of the adjustments before the last payment in the SFY.
 - a. In accordance with Subparagraph 6 above, LHD must ensure that its reporting adjustments against federal funds are received in time to be paid within the grant's payment period. Amended expenditure reports must be submitted no later than the next reporting date after the grant period ends in order to be paid, unless an exception is approved by the DCFW Budget Office or the DPH Budget Office, as appropriate.
 - b. Any overpayments identified by either the State or LHD will be adjusted out of the next month's claim for reimbursement by the NCDHHS Controller's Office or by submitting a check to NCDHHS for payment if it is the last month of the fiscal year or if the federal grant is closed. There is no provision to carry forward funds from one SFY to another.
8. LHD shall review its prior reimbursement claims against payments monthly.

V. PERSONNEL POLICIES

- A. LHD shall adhere to and fully comply with State and county personnel policies, as applicable.
- B. Environmental Health Specialists employed by the LHD shall be delegated authority by the State to administer and enforce State environmental health rules and laws as directed by the State pursuant to N.C.G.S. § 130A-4 Administration. This delegation shall be done according to 15A NCAC 01O .0101 Scope of Delegated Authority.
 1. LHD is responsible for sending its newly employed environmental health specialists (interns) to centralized intern training within 180 days from date of employment.
 2. Arrangements for centralized intern training for newly employed environmental health specialists will be handled by DPH Environmental Health Section Education and Training Staff.

3. LHD, when contracting with an environmental health specialist (EHS) employed by another entity, shall be responsible for ensuring that all original documents/public records (e.g., permits, inspection reports, correspondence) generated by the contracted EHS be maintained by LHD. All contracts covering this work shall stipulate that the contracted EHS shall be available for consultation with the public concerning work performed under the contract.
- C. LHD shall comply with 10A NCAC 46 .0301 Minimum Standard Health Department: Staffing and 10A NCAC 46 .0302 Medical Consultants.
- D. LHD shall complete the State Certifications (Attachment D) regarding its compliance with E-Verify, its eligibility status as a Subrecipient of NCDHHS, and that its officers have not violated any State or federal Securities Acts.

VI. CONFIDENTIALITY

- A. LHD shall protect the confidentiality of all information, data, instruments, documents, studies, or reports received under this Consolidated Agreement and/or Agreement Addenda in accordance with the standards of the State of North Carolina and NCDHHS privacy¹⁴ and security policies,¹⁵ applicable local laws, State regulations, and federal regulations including: the Privacy Rule at 45 C.F.R. Part 160 and subparts A and E of Part 164, Security Standards at 45 C.F.R. Parts 160, 162, and subparts A and C of Part 164 (“the Security Rule”), and the applicable provisions of the Health Information Technology for Economic and Clinical Health Act (HITECH).
- B. All information obtained by LHD personnel in connection with the provision of services or other activity under this Consolidated Agreement and/or Agreement Addenda shall be confidential, except as may be required or allowed by law or otherwise permitted by this Consolidated Agreement and/or Agreement Addenda. Information may be disclosed in accordance with North Carolina and federal law, which may include in summary, statistical, or other form that does not directly or indirectly identify particular individuals. Otherwise, information shall not be disclosed or made available to any individual or organization without the prior written consent of the client or responsible person, except as may be required or allowed by law or otherwise permitted by this Consolidated Agreement and/or Agreement Addenda.
- C. LHD employees, contractors, volunteers, students, and those acting on LHD’s behalf and authority must sign confidentiality agreements documenting knowledge of confidentiality requirements and the agreement to maintain personal and medical confidentiality.

VII. CIVIL RIGHTS

- A. LHD shall assure that no person, on the grounds of race, color, age, religion, sex (including pregnancy, gender identity, and sexual orientation), marital status, immigration status, national origin, disability, or genetic information (including family medical history) be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity covered by this Consolidated Agreement and/or Agreement Addenda.
- B. The Americans with Disabilities Act of 1990 (ADA) makes it unlawful to discriminate in employment against a qualified individual with a disability and outlaws discrimination against individuals with disabilities in State and local government services and public accommodations. LHD certifies that it and its principals and subcontractors will comply with regulations in ADA Title I (Employment), Title II

¹⁴ <https://policies.ncdhhs.gov/wp-content/uploads/nc-dhhs-privacypolicymanual.pdf>

¹⁵ https://policies.ncdhhs.gov/wp-content/uploads/DHHS-Security-Manual-v01_03-2023.pdf

(Public Services), and Title III (Public Accommodations) in fulfilling the obligations under this Consolidated Agreement and Agreement Addenda.

- C. As required by Title VI of the Civil Rights Act of 1964, LHD, because it receives federal funds, must provide interpreter services at no charge to Limited English Proficiency clients in all programs and services offered by LHD.

VIII. DISBURSEMENT OF FUNDS

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

IX. AMENDMENT OF AGREEMENT

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

X. PROVISION OF TERMINATION

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

XI. COMPLIANCE

- A. DCFW and/or DPH shall respond to non-compliance with all terms of this Consolidated Agreement or any Agreement Addendum, unless otherwise stated in the respective Agreement Addendum or required by law, as follows:
 - 1. Upon determination of non-compliance, DCFW and/or DPH shall give LHD 60 days prior written notice to come into compliance. If the deficiency is corrected, LHD shall submit a written report to DCFW and/or DPH that sets forth the corrective action taken.
 - 2. If the stated deficiency is not corrected to the satisfaction of DCFW and/or DPH after the 60-day period, disbursement of funds may be temporarily suspended pending negotiation of a plan of corrective action.
 - 3. If the deficiency is not corrected to the satisfaction of DCFW and/or DPH within 90 days of the written notice in Subparagraph 1. above, funds may be suspended unless LHD can provide evidence that the deficiency has been corrected within those 90 days.

4. In the event of LHD's non-compliance with clauses of this Consolidated Agreement or any Agreement Addenda, NCDHHS may cancel, terminate, or suspend this Consolidated Agreement and any Agreement Addenda in whole or in part, and LHD may be declared ineligible for further DCFW and/or DPH contracts or agreements. Such terminations for non-compliance shall not occur until the provisions of Subparagraphs 1., 2., and 3. above have been followed and documented and have failed to correct the deficiency.

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

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

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

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

Moore County Health Department

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

Health or Human Services Director Date

Division Director Date

Finance Officer Date

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

County Official Date
(when locally required)

Division Director Date

ATTACHMENT A
LHD ASSURANCE OF COUNTY APPROPRIATIONS MAINTENANCE (NONSUPPLANTING)

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

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

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

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

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

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

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

Moore County Health Department

Health or Human Services Director	Date
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Finance Officer	Date
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County Official	Date
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(Attachment A to the Consolidated Agreement requires the County Official signature if it was included on the Consolidated Agreement.)

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

This Business Associate Agreement (the “Agreement”) is made effective June 1, 2025, by and between **Moore County Health Department** (“Covered Entity”) and the **North Carolina Department of Health and Human Services, Division of Public Health and the North Carolina Department of Health and Human Services, Division of Child and Family Well-Being** (collectively, the “Business Associate”), (the Covered Entity and the Business Associate collectively, the “Parties”).

1. BACKGROUND

- a. Covered Entity and Business Associate are parties to the “FY 2026 Consolidated Agreement” (the “Consolidated Agreement”), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. Covered Entity is an LHD in the State of North Carolina that has been designated in whole or in part by as a “covered entity” for purposes of the HIPAA Privacy Rule.
- c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a “business associate” within the meaning of the HIPAA Privacy Rule.
- d. The Parties enter into this Business Associate Agreement Addendum to the Consolidated Agreement with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

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

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

3. OBLIGATIONS OF BUSINESS ASSOCIATE

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

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

4. PERMITTED USES AND DISCLOSURES

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

5. TERM AND TERMINATION

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

6. GENERAL TERMS AND CONDITIONS

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

Moore County Health Department

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

Health or Human Services Director

Date

Division Director

Date

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

Division Director

Date

ATTACHMENT C FEDERAL CERTIFICATIONS

The undersigned states that:

1. He or she is the duly authorized representative of the Subrecipient named below;
2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Subrecipient, 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 Subrecipient **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 Subrecipient **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 Subrecipient shall require its subcontractors/subrecipients, if any, to make the same certifications and disclosure.

Signature

Title

Date

Moore County Health Department

Subrecipient [Organization] Legal Name

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

I. Certification Regarding Nondiscrimination

The Subrecipient 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 Subrecipient 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 Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Subrecipient's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - e. Notifying the Department within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
 - f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Street Address No. 1: _____

City, State, Zip Code: _____

Street Address No. 2: _____

City, State, Zip Code: _____
3. Subrecipient 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 Subrecipient certifies that it will comply with the requirements of the Act. The Subrecipient 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 Subrecipient.]

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 originate may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 C.F.R. Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the 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

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

V. Certification Regarding Lobbying

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all Subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

VI. Disclosure of Lobbying Activities

Instructions

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or

subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

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

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 (03480046), 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: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. Bid/offer/application ☐ b. Initial Award ☐ c. Post-Award	3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: Year _____ Quarter _____ Date of Last Report: _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ 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 <i>(including address if different from No. 10a.) (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): ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____
12. Form of Payment (check all that apply): ☐ a. cash ☐ 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: ☐ Yes ☐ 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 - LLL

ATTACHMENT D**State Certifications****Subrecipient Certifications Required by North Carolina Law**

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

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- G.S. 133-32: <http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <https://ethics.nc.gov/media/242/download?attachment>
- 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 Subrecipient 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 Subrecipient named below, and the Subrecipient'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 Subrecipient named below is not an "ineligible Subrecipient" as set forth in G.S. 143-59.1(a) because:
- (a) Neither the Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient's officers, directors, or owners (if the Subrecipient 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 Subrecipient 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:
- (c) He or she is a duly authorized representative of the Subrecipient named below;
- (d) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Subrecipient; and
- (e) 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.

Subrecipient's Name: **Moore County Health Department**

Subrecipient's

Authorized Agent: Signature _____ Date _____

Printed Name _____ Title _____

Witness: Signature _____ Date _____

Printed Name _____ Title _____

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

**RESOLUTION
RECOGNIZING NATIONAL LIBRARY WEEK (April 6-April 12) AND
FORMALLY COMMENDING THE LIBRARY DIRECTOR AND STAFF**

WHEREAS, the Moore County Board of Commissioner recognizes National Library Week, which is April 6-12, as a time to celebrate the contributions of libraries and library workers; and

WHEREAS, libraries are essential community resources, providing access to information, learning opportunities, and cultural enrichment; and

WHEREAS, libraries play a vital role in fostering literacy, lifelong learning, and civic engagement; and

WHEREAS, libraries in our community serve as vital hubs for residents of all ages and backgrounds; and

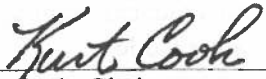
WHEREAS, libraries have evolved to continue and increase their relevance in the electronic age; and

WHEREAS, the Moore County Board of Commissioners formally commends the Moore County library director and staff for their good work serving Moore County with this critical resource.

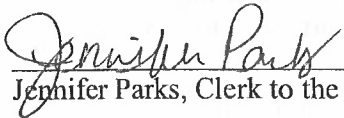
NOW THEREFORE BE IT RESOLVED, the Moore County Board of Commissioners recognizes National Library Week, which is April 6-12, as a time to celebrate the contributions of libraries and library workers, encouraging all residents to visit their local libraries, explore the resources available, and embrace the power of reading and lifelong learning.

BE IT FURTHER RESOLVED, the Moore County Board of Commissioners formally commends the Moore County library director Alice Thomas and all her staff for their good work serving the County with this critical resource.

Adopted, this the 1st day of April 2025 by the Moore County Board of Commissioners.



Kurt Cook, Chairman
Moore County Board of Commissioners



Jennifer Parks, Clerk to the Board



Division of Public Health

Agreement Addendum

FY 24-25

Page 1 of 3

Moore County Health Department
Local Health Department Legal Name

874 Food and Lodging
Activity Number and Description

04/01/2025 – 05/31/2025
Service Period

05/01/2025 – 06/30/2025
Payment Period

☒ Original Agreement Addendum
☐ Agreement Addendum Revision # _____

Environmental Health Section /
 Food Protection and Facilities Branch
DPH Section / Branch Name

Shane Smith (919) 707-5872
 shane.smith@dhhs.nc.gov
DPH Program Contact
 (name, phone number, and email)

DPH Program Signature **Date**
 (only required for a negotiable Agreement Addendum)

I. **Background:**

In order to fund a portion of local expenditures created by state-mandated Food, Lodging, and Institution (Food and Lodging) sanitation programs and activities, the legislature established a State Inspections, Statistics, and Fees Program within the Environmental Health Section. This program centralizes public health data, invoices regulated facilities and distributes the funds in accordance with G.S. 130A-248(d). The receipts collected are redistributed to local environmental health programs in the form of aid to counties.

II. **Purpose:**

The Agreement Addendum allows for the Local Health Department's environmental health program to implement state-mandated sanitation regulations. The funds from this Agreement Addendum are to be used to support local Food and Lodging programs and activities. The disbursement and fund purpose are described under "Regulation of food and lodging establishments" in North Carolina General Statute 130A-248(d) and under "Disbursements of Funds" in North Carolina Administrative Code 15A NCAC 18A .2901.

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

The Local Health Department shall:

1. **Provide food, lodging, and institutional sanitation program inspection, permitting, and associated services within the jurisdiction of the local health department** as outlined within G.S. 130A-248 and 10A NCAC 46 .0213.
2. **Maintain an internal Quality Assurance Plan** to provide for consistency and quality within the Food and Lodging Program, in accordance with 10A NCAC 46 .0213. Assuring consistency and quality of Food and Lodging permitting and inspection activities is essential to effective program

Health Director Signature (use blue ink or verifiable digital signature)

Date

LHD to complete: LHD program contact name: _____
 [For DPH to contact in case follow-up information is needed.] Phone and email address: _____

Signature on this page signifies you have read and accepted all pages of this document. Template rev. August 2021

implementation. Inconsistency or failure to apply permitting and inspection rules creates liability for the county and the Local Health Department and may lead to a loss of confidence from the public and operators.

IV. **Performance Measures / Reporting Requirements:**

1. Performance Measures

- a. The Local Health Department shall ensure funds are used for Food and Lodging sanitation programs and activities in accordance with G.S. 130A-248(d).
- b. The Local Health Department shall submit a Quality Assurance Plan.

2. Reporting Requirements

- a. **Attestation:** By May 31, 2025, provide an attestation ensuring that funds are used for Food and Lodging sanitation programs and activities in accordance with G.S. 130A-248(d) by email to the Environmental Health Regional Specialist.
- b. **Summary of Activities for Calendar 2024:** By April 1, 2025, submit a summary of the previous year's Food Protection Program Quality Assurance Plan activities (January 2024–December 2024) by email to the Environmental Health Regional Specialist.
- c. **Quality Assurance Plan for Calendar 2025:** By April 1, 2025, submit its current Food Protection Program Quality Assurance Plan (January 2025–December 2025) by email to the Environmental Health Regional Specialist.
- d. **Inspection Data:** Inspection data for the required food, lodging, and institution inspections must be submitted electronically to the Environmental Health Inspections Data System within 30 days of each inspection.

3. **Reporting Required Subcontract Information**

In accordance with revised NCDHHS guidelines effective October 1, 2024, the LHD must provide the information listed below for every subcontract receiving funding from the LHD to carry out any or all of this Agreement Addendum's work.

This information is not to be returned with the signed Agreement Addendum (AA) but is to be provided to DPH when the entities are known by the LHD.

- a. Subcontracts are contracts or agreements issued by the LHD to a vendor ("Subcontractor") or a pass-through entity ("Subrecipient").
 1. Subcontractors are vendors hired by the LHD via a contract to provide a good or service required by the LHD to perform or accomplish specific work outlined in the executed AA. For example, if the LHD needed to build a data system to satisfy an AA's reporting requirements, the vendor hired by the LHD to build the data system would be a Subcontractor. (However, not all Vendors are considered Subcontractors. Entities performing general administrative services for the LHD (e.g., certified professional accountants) are not considered Subcontractors.)
 2. Subrecipients of the LHD are those that receive DPH pass-through funding from the LHD via a contract or agreement for them to carry out all or a portion of the programmatic responsibilities outlined in the executed AA. (Subrecipients are also referred to as Subgrantees in NCAC.)

The following information must be provided to the DPH Program Contact listed on Page 1 of this AA for review prior to the entity being awarded a contract or agreement from the LHD:

- Organization or Individual's Name (if an individual, include the person's title)
- EIN or Tax ID
- Street Address or PO Box
- City, State and ZIP Code

- Contact Name
- Contact Email
- Contact Telephone
- Fiscal Year End Date (of the entity)
- State whether the entity is functioning as a pass-through entity Subcontractor or Subrecipient of the LHD.

V. Performance Monitoring and Quality Assurance:

The Food Protection and Facilities Branch will review annual required inspection data submitted electronically to the Environmental Health Inspections Data System to ensure required food, lodging, and institution inspections are completed at the frequency required. Failure to complete required inspections will cause the Local Health Department to lose funding.

During program monitoring activities, Environmental Health Regional Specialists may review documentation to verify that the submitted Quality Assurance Plan is being implemented as proposed.

If the Local Health Department Food and Lodging program is not in compliance with their submitted Quality Assurance Plan, a corrective action plan must be submitted by email within 30 days to the Environmental Health Regional Specialist, indicating how deficiencies will be addressed.

VI. Funding Guidelines or Restrictions:

1. **Federal Funding Requirements:** where federal grant dollars received by the Division of Public Health (DPH) are passed through to the Local Health Department (LHD) for all or any part of this Agreement Addendum (AA).
 - a. **Requirements for Pass-through Entities:** In compliance with 2 CFR §200.331 – Requirements for pass-through entities, DPH provides Federal Award Reporting Supplements (FASs) to the LHD receiving federally funded AAs.
 1. **Definition:** An FAS discloses the required elements of a single federal award. FASs address elements of federal funding sources only; state funding elements will not be included in the FAS. An AA funded by more than one federal award will receive a disclosure FAS for each federal award.
 2. **Frequency:** An FAS will be generated as DPH receives information for federal grants. FASs will be issued to the LHD throughout the state fiscal year. For a federally funded AA, an FAS will accompany the original AA. If an AA is revised and if the revision affects federal funds, the AA Revision will include an FAS. FASs can also be sent to the LHD even if no change is needed to an AA. In those instances, the FAS will be sent to provide newly received federal grant information for funds already allocated in the existing AA.
 - b. **Required Reporting Certifications:** Per the revised Uniform Guidance, 2 CFR 200, if awarded federal pass-through funds, the LHD as well as all subrecipients of the LHD must certify the following whenever 1) applying for funds, 2) requesting payment, and 3) submitting financial reports:

“I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812.”
2. The Local Health Department Food and Lodging funds are distributed based on the attached “Food and Lodging Distribution Calculations” spreadsheet.

874 Food and Lodging Distribution Calculations — FY2024-25, April 1-May 31, 2025

Co. ID	County	% for FY23-24	1st (1)	2nd (2a)	3rd (2b)	Total
001	Alamance	100%	\$750	\$30,946	\$29,177	\$ 60,873
002	Alexander	93%	\$750	\$3,872		\$ 4,622
	Alleghany	96%	\$750	\$2,531		\$ 3,281
	Anson	95%	\$750	\$3,252		\$ 4,002
D2	Ashe	92%	\$750	\$5,022		\$ 5,772
D6	Avery	13%	\$750	\$710		\$ 1,460
007	Beaufort	100%	\$750	\$9,899	\$9,333	\$ 19,982
D1	Bertie	26%	\$750	\$854		\$ 1,604
009	Bladen	75%	\$750	\$4,857		\$ 5,607
010	Brunswick	100%	\$750	\$26,598	\$25,078	\$ 52,426
011	Buncombe	47%	\$750	\$34,741		\$ 35,491
012	Burke	26%	\$750	\$3,139		\$ 3,889
013	Cabarrus	83%	\$750	\$34,362		\$ 35,112
014	Caldwell	58%	\$750	\$7,351		\$ 8,101
D1	Camden	43%	\$750	\$557		\$ 1,307
016	Carteret	53%	\$750	\$10,027		\$ 10,777
017	Caswell	100%	\$750	\$2,498	\$2,355	\$ 5,603
018	Catawba	100%	\$750	\$32,888	\$31,009	\$ 64,647
019	Chatham	99%	\$750	\$12,868		\$ 13,618
020	Cherokee	100%	\$750	\$6,661	\$6,280	\$ 13,691
D1	Chowan	62%	\$750	\$1,979		\$ 2,729
022	Clay	100%	\$750	\$2,544	\$2,399	\$ 5,693
023	Cleveland	58%	\$750	\$9,578		\$ 10,328
024	Columbus	32%	\$750	\$3,508		\$ 4,258
025	Craven	100%	\$750	\$18,456	\$17,402	\$ 36,608
026	Cumberland	43%	\$750	\$26,215		\$ 26,965
D1	Currituck	34%	\$750	\$2,516		\$ 3,266
	Dare	100%	\$750	\$22,573	\$21,283	\$ 44,606
029	Davidson	72%	\$750	\$17,119		\$ 17,869
030	Davie	100%	\$750	\$7,124	\$6,716	\$ 14,590
031	Duplin	91%	\$750	\$10,187		\$ 10,937
032	Durham	81%	\$750	\$53,879		\$ 54,629
033	Edgecombe	42%	\$750	\$3,730		\$ 4,480
034	Forsyth	79%	\$750	\$50,356		\$ 51,106
035	Franklin	78%	\$750	\$6,747		\$ 7,497
036	Gaston	91%	\$750	\$37,253		\$ 38,003
D1	Gates	20%	\$750	\$241		\$ 991
038	Graham	17%	\$750	\$299		\$ 1,049
D3	Granville	60%	\$750	\$5,273		\$ 6,023
040	Greene	65%	\$750	\$2,496		\$ 3,246
041	Guilford	60%	\$750	\$56,868		\$ 57,618
042	Halifax	100%	\$750	\$10,176	\$9,595	\$ 20,521
043	Harnett	89%	\$750	\$13,544		\$ 14,294
044	Haywood	98%	\$750	\$15,367		\$ 16,117
045	Henderson	99%	\$750	\$26,240		\$ 26,990
D1	Hertford	38%	\$750	\$1,687		\$ 2,437
047	Hoke	79%	\$750	\$5,335		\$ 6,085
048	Hyde	64%	\$750	\$1,569		\$ 2,319
049	Iredell	88%	\$750	\$28,413		\$ 29,163
050	Jackson	100%	\$750	\$12,304	\$11,601	\$ 24,655
Subtotals:			\$37,500	\$687,209	\$172,228	\$896,937

Co. ID	County	% for FY23-24	1st (1)	2nd (2a)	3rd (2b)	Total
051	Johnston	100%	\$750	\$41,122	\$38,772	\$ 80,644
052	Jones	100%	\$750	\$971	\$916	\$ 2,637
053	Lee	69%	\$750	\$8,841		\$ 9,591
054	Lenoir	60%	\$750	\$6,800		\$ 7,550
055	Lincoln	100%	\$750	\$12,212	\$11,514	\$ 24,476
056	Macon	91%	\$750	\$9,808		\$ 10,558
057	Madison	42%	\$750	\$1,826		\$ 2,576
D4	Martin	97%	\$750	\$4,487		\$ 5,237
D7	McDowell	100%	\$750	\$8,326	\$7,850	\$ 16,926
060	Mecklenburg	96%	\$750	\$220,655		\$ 221,405
D6	Mitchell	14%	\$750	\$395		\$ 1,145
062	Montgomery	92%	\$750	\$4,043		\$ 4,793
063	Moore	82%	\$750	\$18,965		\$ 19,715
064	Nash	97%	\$750	\$17,903		\$ 18,653
065	New Hanover	99%	\$750	\$57,471		\$ 58,221
066	Northampton	88%	\$750	\$2,524		\$ 3,274
067	Onslow	100%	\$750	\$30,668	\$28,916	\$ 60,334
068	Orange	100%	\$750	\$23,452	\$22,112	\$ 46,314
069	Pamlico	100%	\$750	\$2,683	\$2,530	\$ 5,963
D1	Pasquotank	78%	\$750	\$6,603		\$ 7,353
071	Pender	99%	\$750	\$11,952		\$ 12,702
D1	Perquimans	70%	\$750	\$1,878		\$ 2,628
073	Person	92%	\$750	\$5,703		\$ 6,453
074	Pitt	99%	\$750	\$32,972		\$ 33,722
075	Polk	87%	\$750	\$4,990		\$ 5,740
076	Randolph	87%	\$750	\$20,041		\$ 20,791
077	Richmond	100%	\$750	\$7,910	\$7,458	\$ 16,118
078	Robeson	29%	\$750	\$6,090		\$ 6,840
079	Rockingham	100%	\$750	\$15,403	\$14,523	\$ 30,676
080	Rowan	100%	\$750	\$22,897	\$21,589	\$ 45,236
D7	Rutherford	100%	\$750	\$12,073	\$11,383	\$ 24,206
082	Sampson	72%	\$750	\$7,294		\$ 8,044
083	Scotland	99%	\$750	\$5,816		\$ 6,566
084	Stanly	100%	\$750	\$12,582	\$11,863	\$ 25,195
085	Stokes	69%	\$750	\$4,819		\$ 5,569
086	Surry	91%	\$750	\$14,480		\$ 15,230
087	Swain	95%	\$750	\$6,372		\$ 7,122
088	Transylvania	96%	\$750	\$8,304		\$ 9,054
D4	Tyrrell	97%	\$750	\$987		\$ 1,737
090	Union	99%	\$750	\$31,369		\$ 32,119
D3	Vance	57%	\$750	\$4,930		\$ 5,680
092	Wake	74%	\$750	\$146,846		\$ 147,596
093	Warren	94%	\$750	\$3,174		\$ 3,924
D4	Washington	99%	\$750	\$2,427		\$ 3,177
D2	Watauga	96%	\$750	\$14,210		\$ 14,960
096	Wayne	93%	\$750	\$20,133		\$ 20,883
097	Wilkes	100%	\$750	\$10,732	\$10,119	\$ 21,601
098	Wilson	81%	\$750	\$14,163		\$ 14,913
099	Yadkin	51%	\$750	\$4,105		\$ 4,855
100	Yancey	48%	\$750	\$1,155		\$ 1,905
Subtotals:			\$37,500	\$935,562	\$189,545	\$1,162,607

	1st (1)	2nd (2a)	3rd (2b)	Total
TOTALS:	\$ 75,000	\$ 1,622,771	\$ 361,773	\$ 2,059,544

D1-Albemarle Regional Health Services-	\$ 22,315	Bertie, Camden, Chowan, Currituck, Gates, Hertford, Pasquotank, Perquimans
D2-Appalachian District Health Department-	\$ 24,013	Alleghany, Ashe, Watauga
D3-Granville-Vance District Health Department-	\$ 11,703	Granville, Vance
D4-Martin-Tyrrell-Washington District Health Department-	\$ 10,151	Martin, Tyrrell, Washington
D6-Toe River District Health-	\$ 2,605	Avery, Mitchell
D7-Foothills Health District-	\$ 41,132	McDowell, Rutherford

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DPH-Aid-To-Counties

For Fiscal Year: 24/25

Budgetary Estimate Number : 0

Activity 874	AA	131106 2B04752 200SZ00000	Total Allocated	Proposed Total	New Total
Service Period		04/01-05/31			
Payment Period		05/01-06/30			
01 Alamance	* 0	60,873	\$0.00	60,873	60,873
D1 Albemarle	* 0	22,315	\$0.00	22,315	22,315
02 Alexander	* 0	4,622	\$0.00	4,622	4,622
04 Anson	* 0	4,002	\$0.00	4,002	4,002
D2 Appalachian	* 0	24,013	\$0.00	24,013	24,013
07 Beaufort	* 0	19,982	\$0.00	19,982	19,982
09 Bladen	* 0	5,607	\$0.00	5,607	5,607
10 Brunswick	* 0	52,426	\$0.00	52,426	52,426
11 Buncombe	* 0	35,491	\$0.00	35,491	35,491
12 Burke	* 0	3,889	\$0.00	3,889	3,889
13 Cabarrus	* 0	35,112	\$0.00	35,112	35,112
14 Caldwell	* 0	8,101	\$0.00	8,101	8,101
16 Carteret	* 0	10,777	\$0.00	10,777	10,777
17 Caswell	* 0	5,603	\$0.00	5,603	5,603
18 Catawba	* 0	64,647	\$0.00	64,647	64,647
19 Chatham	* 0	13,618	\$0.00	13,618	13,618
20 Cherokee	* 0	13,691	\$0.00	13,691	13,691
22 Clay	* 0	5,693	\$0.00	5,693	5,693
23 Cleveland	* 0	10,328	\$0.00	10,328	10,328
24 Columbus	* 0	4,258	\$0.00	4,258	4,258
25 Craven	* 0	36,608	\$0.00	36,608	36,608
26 Cumberland	* 0	26,965	\$0.00	26,965	26,965
28 Dare	* 0	44,606	\$0.00	44,606	44,606
29 Davidson	* 0	17,869	\$0.00	17,869	17,869
30 Davie	* 0	14,590	\$0.00	14,590	14,590
31 Duplin	* 0	10,937	\$0.00	10,937	10,937
32 Durham	* 0	54,629	\$0.00	54,629	54,629
33 Edgecombe	* 0	4,480	\$0.00	4,480	4,480
D7 Foothills	* 0	41,132	\$0.00	41,132	41,132
34 Forsyth	* 0	51,106	\$0.00	51,106	51,106
35 Franklin	* 0	7,497	\$0.00	7,497	7,497
36 Gaston	* 0	38,003	\$0.00	38,003	38,003
38 Graham	* 0	1,049	\$0.00	1,049	1,049
D3 Gran-Vance	* 0	11,703	\$0.00	11,703	11,703
40 Greene	* 0	3,246	\$0.00	3,246	3,246
41 Guilford	* 0	57,618	\$0.00	57,618	57,618
42 Halifax	* 0	20,521	\$0.00	20,521	20,521
43 Harnett	* 0	14,294	\$0.00	14,294	14,294
44 Haywood	* 0	16,117	\$0.00	16,117	16,117
45 Henderson	* 0	26,990	\$0.00	26,990	26,990
47 Hoke	* 0	6,085	\$0.00	6,085	6,085
48 Hyde	* 0	2,319	\$0.00	2,319	2,319
49 Iredell	* 0	29,163	\$0.00	29,163	29,163
50 Jackson	* 0	24,655	\$0.00	24,655	24,655

51 Johnston	* 0	80,644	\$0.00	80,644	80,644
52 Jones	* 0	2,637	\$0.00	2,637	2,637
53 Lee	* 0	9,591	\$0.00	9,591	9,591
54 Lenoir	* 0	7,550	\$0.00	7,550	7,550
55 Lincoln	* 0	24,476	\$0.00	24,476	24,476
56 Macon	* 0	10,558	\$0.00	10,558	10,558
57 Madison	* 0	2,576	\$0.00	2,576	2,576
D4 M-T-W	* 0	10,151	\$0.00	10,151	10,151
60 Mecklenburg	* 0	221,405	\$0.00	221,405	221,405
62 Montgomery	* 0	4,793	\$0.00	4,793	4,793
63 Moore	* 0	19,715	\$0.00	19,715	19,715
64 Nash	* 0	18,653	\$0.00	18,653	18,653
65 New Hanover	* 0	58,221	\$0.00	58,221	58,221
66 Northampton	* 0	3,274	\$0.00	3,274	3,274
67 Onslow	* 0	60,334	\$0.00	60,334	60,334
68 Orange	* 0	46,314	\$0.00	46,314	46,314
69 Pamlico	* 0	5,963	\$0.00	5,963	5,963
71 Pender	* 0	12,702	\$0.00	12,702	12,702
73 Person	* 0	6,453	\$0.00	6,453	6,453
74 Pitt	* 0	33,722	\$0.00	33,722	33,722
75 Polk	* 0	5,740	\$0.00	5,740	5,740
76 Randolph	* 0	20,791	\$0.00	20,791	20,791
77 Richmond	* 0	16,118	\$0.00	16,118	16,118
78 Robeson	* 0	6,840	\$0.00	6,840	6,840
79 Rockingham	* 0	30,676	\$0.00	30,676	30,676
80 Rowan	* 0	45,236	\$0.00	45,236	45,236
82 Sampson	* 0	8,044	\$0.00	8,044	8,044
83 Scotland	* 0	6,566	\$0.00	6,566	6,566
84 Stanly	* 0	25,195	\$0.00	25,195	25,195
85 Stokes	* 0	5,569	\$0.00	5,569	5,569
86 Surry	* 0	15,230	\$0.00	15,230	15,230
87 Swain	* 0	7,122	\$0.00	7,122	7,122
D6 Toe River	* 0	2,605	\$0.00	2,605	2,605
88 Transylvania	* 0	9,054	\$0.00	9,054	9,054
90 Union	* 0	32,119	\$0.00	32,119	32,119
92 Wake	* 0	147,596	\$0.00	147,596	147,596
93 Warren	* 0	3,924	\$0.00	3,924	3,924
96 Wayne	* 0	20,883	\$0.00	20,883	20,883
97 Wilkes	* 0	21,601	\$0.00	21,601	21,601
98 Wilson	* 0	14,913	\$0.00	14,913	14,913
99 Yadkin	* 0	4,855	\$0.00	4,855	4,855
00 Yancey	* 0	1,905	\$0.00	1,905	1,905
Totals		2,059,544	0	2,059,544	2,059,544

Signed by: DPH Program Administrator <i>Shane Smith</i> 02/27/25 10:30 AM EST A3EE496CB0F147A	Signed by: DPH Section Chief <i>Larry Michael</i> 02/27/25 12:57 PM EST BF3FD689D710480
Sign and Date - DPH Budget Office - ATC Coordinator <i>Samuel Ruffin</i> 2/27/2025	Sign and Date - DPH Budget Officer <i>S. Ruffin</i> 3/3/2025

ATC

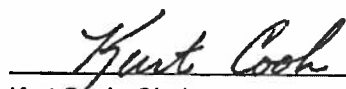
Fiscal Year 2024/2025

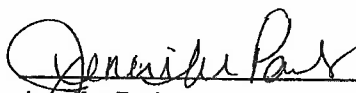
Budget Line Item Number	Budgeted Amount	Increase/ (Decrease)	Revised Budget
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Health - Environmental Health Grant - Food & Lodging Funding

Revenue	10033071 35011	Envrionmental Health Grant	-	19,715	19,715
Expense	10039060 53110	Food & Lodging Grant Expense	-	19,715	19,715

Approved this 1 day of April, 2025


Kurt Cook, Chairman
Moore County Board of Commissioners


Jennifer Parks
Clerk to the Board



100002

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NC Department of Public Safety
EMERGENCY MANAGEMENT

Josh Stein, Governor

Eddie M. Buffaloe Jr., Secretary
William C. Ray, Director

Emergency Management Performance Grant
(EMPG)

Fiscal Year 2024
AL #: 97.042

Grant #: EMA-2024-EP-00009

Memorandum of Agreement (MOA)

between

RECIPIENT:

State of North Carolina
Department of Public Safety
Emergency Management (NCEM)
1636 Gold Star Dr
Raleigh, NC 27607

SUBRECIPIENT:

Moore County
1 Courthouse Square
Carthage, NC 28327-0905
Tax ID/EIN #: 566000322
Unique Entity ID (from SAM.gov): HFNSK95FS7Z8

MOA #: 24EMPG062**Period of performance:**

October 1, 2023 to September 30, 2026

Award amount:	Universal	SatCom	Optional
Federal	\$ 35,000.00	TBD	TBD
State	\$ 0.00	TBD	TBD
Local	\$ 0.00	TBD	TBD
Total	\$ 35,000.00	TBD	TBD

Cost center: 102640-0-0-3024-19GH000404**1. Purpose**

The purpose of this Memorandum of Agreement (MOA) is to establish responsibilities and procedures to implement the terms and conditions of the US Department of Homeland Security (DHS) Emergency Management Performance Grant (EMPG). More information about EMPG is available at [FEMA EMPG website](#). This MOA is to set forth terms by which the Recipient, State of North Carolina, Department of Public Safety, North Carolina Emergency Management (NCEM), shall provide EMPG funding to the Subrecipient to fund projects related to the FY24 EMPG program to support the National Preparedness goal of a secure and resilient nation.

For a more detailed description of the approved scope of work see Attachment 1. The scope of work is the approved Application as submitted by SUBRECIPIENT with any amendments approved by RECIPIENT.

2. Program Authorization and Regulations

This MOA is authorized under the provisions of:

- A. Section 662 of the Post-Katrina Emergency Management Reform Act of 2006(PKEMRA), as amended, (Pub. L. No. 109-295) (6 U.S.C. § 762); the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.); the Earthquake Hazards Reduction Act of 1977, as amended (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 et seq.); and the National Flood Insurance Act of 1968, as amended (Pub. L. No. 90448) (42 U.S.C. §§ 4001 et seq.)

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- B. Department of Homeland Security Appropriations Act, 2024, Pub. L. No. 118-47, Title III, Protection, Preparedness, Response, and Recovery (2024 DHS Appropriations Act); *Compact of Free Association Act of 2003*, as amended (Pub. L. No. 108-188)[1]FY 2024 EMPG Notice of Funding Opportunity (NOFO).
- C. Applicable FEMA Grant Programs Directorate Information Bulletins (see <https://www.fema.gov/grants/preparedness/about/informational-bulletins>), and
- D. *NC Emergency Management Act*, North Carolina General Statutes (N.C.G.S.) Chapter 166A.

The funds awarded under this grant must be used in compliance with all applicable federal, state, local and tribal laws and regulations, including N.C.G.S. §§ 143C-6-21, 143C-6-22, 143C-6-23 and 09 NCAC 03M. By accepting this award, SUBRECIPIENT agrees to use these funds in a manner consistent with all applicable laws and regulations.

3. Funding

All terms and conditions of this MOA are dependent upon and subject to the allocation of funds from DHS and NCEM for the purposes set forth, and the MOA shall automatically terminate if funds cease to be available. Allowable costs shall be determined in accordance with applicable DHS Program Guidelines, which include, but may not be limited to, the FY2024 EMPG NOFO, 2 CFR 200 Subpart E, Federal Acquisition Regulations (FAR) Part 31.2, OMB Circulars A-21, and applicable DHS and FEMA financial management guidance available at <https://www.dhs.gov/dhs-grants> and <https://www.fema.gov/grants/guidance-tools>. Allowable costs are also subject to the approval of the State Administrative Agent for the State of North Carolina, the Secretary of the Department of Public Safety.

4. Funding Eligibility Criteria

Federal funds administered through Recipient (NCEM on behalf of State of North Carolina) are available to counties and federally recognized tribes to sustain and enhance all-hazards emergency management capabilities. Continued EMPG funding is contingent upon completion of all EMPG funding requirements. The following eligibility criteria must be adhered to during the entire duration of the grant program.

Subrecipient must:

- A. Be established as a county or federally recognized Indian tribal government.
- B. Have a Unique Identity ID (UEID) prior to any funds being released. UEID may be obtained from <http://www.sam.gov>.
- C. Each subrecipient shall ensure their organization is registered with the System for Award Management (SAM). Every applicant is required to have their name, address, DUNS number and EIN up to date in SAM, and the DUNS number used in SAM must be the same one used to apply for all FEMA awards. SAM information can be found at <http://www.sam.gov>. Future payments will be contingent on the information provided in SAM; therefore, it is imperative that the information is correct.
- D. Complete any procurement(s) and expenditures no later than 09/30/2026.
- E. Provide quarterly progress reports to NCEM Grants Branch using WebEOC, by the following dates: *January 15th, April 15th, July 15th and October 15th*.
- F. Submit requests for reimbursement with all required documentation attached.
- G. Match requirement. FY 2024 EMPG funding to locals requires a match requirement of 50% Local (Subrecipient). Every federal dollar received requires the Subrecipient to match dollar for dollar. There are two forms of matching sources, cash match and in-kind match. Cash match includes cash spent for project-related costs, e.g., salaries of emergency management positions. In-kind match includes, but is not limited to, the valuation of in-kind services. "In-kind" is the value of something received or provided that does not have a cost associated with it. For example, if in-kind match is permitted by law, then the value of donated services could be used to comply with the match requirement. The match funding source for EMPG cannot be matched to any other federal grants. The Subrecipient identifies to the Recipient the match source on their application for EMPG funds. Recipients of EMPG funding can review the FY 2024 EMPG NOFO, section C.5 (Cost Share or Match). Other program

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guidance is available at <https://www.fema.gov/grants/preparedness/emergency-management-performance>.

Contact your NC Emergency Management Area Coordinator for assistance.

- H. SUBRECIPIENT must have either a full-time emergency management program director or a 50% full-time equivalent emergency management program director.

5. Compensation

RECIPIENT agrees that it will pay Subrecipient compensation for eligible services to be rendered by Subrecipient. Payment to SURECIPIENT for expenditures under this MOA will be reimbursed after Subrecipient's cost report is submitted and approved for eligible scope of work activity. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced, products or services received (i.e., invoices, contracts, itemized expenses, etc.), and proof of payment is provided.

RECIPIENT agrees that it will pay SUBRECIPIENT compensation for eligible services rendered by SUBRECIPIENT. Payment to SUBRECIPIENT for expenditures under this MOA will be reimbursed after SUBRECIPIENT's cost report is submitted and approved for eligible scope of work activity. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced, products or services received (i.e., invoices, contracts, itemized expenses, etc.), and proof of payment is provided. These documents must be submitted no later than the end of the period of performance (POP). The original signed copy of this MOA must be signed by the Official(s) authorized to sign below and returned to North Carolina Emergency Management no later than 45 days after the MOA has been submitted for execution.

This MOA shall be effective upon return of execution from SUBRECIPIENT and final approval by RECIPIENT. Upon final approval of this MOA by RECIPIENT, the POP for this grant is October 1, 2023 – September 30, 2026. Grant funds will be disbursed upon receipt of evidence that funds have been invoiced, products or services received, and proof of payment is provided. Any unexpended grant funds remaining after POP revert to RECIPIENT.

- A. SUBRECIPIENT understands and acknowledges that total funding level available under this MOA will not exceed the awarded amount \$35,000.00. SUBRECIPIENT acknowledges that they are further prohibited from sub-granting these funds. Attachment 1 and any approved amendments constitute the approved scope of work for this grant award.
- B. Pursuant to N.C.G.S 143C-1-1, SUBRECIPIENT understands and agrees that funding shall be subject to the availability of appropriated funds. However, in the event of MOA termination due to lack of adequate appropriated funds, RECIPIENT will ensure that it will pay for services and goods acquired and obligated on or before the notice of agreement termination.
- C. SUBRECIPIENT must meet all funding requirements contained herein. Non-compliance may result in denial of reimbursement request(s) or suspension/revocation of grant funds awarded for this project. See also paragraph 35 below regarding compliance.

6. Conditions

SUBRECIPIENT certifies that it understands and agrees that funds will only be expended for those projects outlined in the funding amounts as individually listed in the FY 2024 EMPG Application packet, incorporated by reference herein. RECIPIENT and SUBRECIPIENT certify that each understands and agrees to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the applicable laws, rules and policies governing these funds; that all information is correct; that there has been appropriate coordination with affected agencies; that RECIPIENT is duly authorized to commit SUBRECIPIENT to these requirements; that costs incurred prior to the POP or after the POP (plus any approved extensions to the POP) will result in the expenses being absorbed by SUBRECIPIENT; and that all agencies involved with this project understand that all federal funds are limited to the federal period of performance.

Funding is contingent upon completion of all funding requirements. The following conditions must be adhered to during the entire duration of the grant program:

- A. SUBRECIPIENT must:

- i. Complete any procurements, expenditures, and receipt of goods or services within the POP.

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- ii. Match Requirement. See paragraph 4.G. above.
- iii. Submit requests for reimbursement with all required documentation attached. Once RECIPIENT is satisfied that SUBRECIPIENT has provided all required documentation, the requested distributions can be processed for payment. The distributions of funds will be coded to cost center 102640-0-0-3024-19GH000404 in the North Carolina Financial System (NCFS). See SUBRECIPIENT paragraph 9.G.

B. Required Documents/Forms. SUBRECIPIENT must submit the following documents to RECIPIENT (empg@ncdps.gov) upon execution of this MOA. This is not required if SUBRECIPIENT has previously submitted these documents to RECIPIENT for this or any other grant; however, if any of these documents are not current, SUBRECIPIENT must submit updated document(s):

- i. W-9 (see: 09 NCAC 03M .0202)
- ii. Electronic Payment / Vendor Verification Form (see: 09 NCAC 03M .0202)
- iii. Conflict of Interest Policy (see: G.S. 143C-6-23.(b))
- iv. Sworn (Notarized) No Overdue Tax Debt Certification (see: G.S. 143C-6-23.(c))
- v. SUBRECIPIENT Procurement Policy

7. **Supplantation**

Grant funds will be used to supplement existing funds and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants or recipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

8. **Scope of Work**

SUBRECIPIENT shall implement the project specified in Attachment 1 and as described in the approved project application, including the project objective SUBRECIPIENT selected in the application. That application is hereby incorporated by reference into this MOA.

Documentation to be provided throughout POP:

- A. SUBRECIPIENT-involved legal action that pertains to any goods or services purchased with grant funds.
- B. Copies of any audits and corrective actions pertaining to these grant funds or any other funds provided to SUBRECIPIENT by RECIPIENT.
- C. After-action report from exercises in accordance with Homeland Security Exercise and Evaluation Program Doctrine (HSEEP).
- D. Training course roster, description and syllabus.
- E. All legible and complete invoices and receipts detailing the expenditures associated with the project. Receipts must contain the following information:
 - i. Name and address of the vendor or establishment providing the product or service.
 - ii. Vendor/Payee invoice number, account number, and any other unique meaningful identifying number.
 - iii. Date product received or service provided.
 - iv. Itemized description of all products or services.
 - v. Unit price of products or services (if applicable).
 - vi. Total amount of eligible expenditures.
 - vii. Copy of executed contract/subcontract agreement (if applicable).
 - viii. Proof of payment of expenses associated with the project.
- F. Any other documentation requested by RECIPIENT.

9. **Responsibilities**

RECIPIENT:

- A. RECIPIENT shall provide funding to SUBRECIPIENT to perform the activities as described herein.
- B. RECIPIENT shall conduct a review of the project to ensure that it is in accordance with EMPG requirements.

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C. RECIPIENT shall monitor the completion of the approved scope of work as specified in Attachment 1 and any approved amendments.

D. RECIPIENT has obligated the funding for this MOA by signing this MOA.

SUBRECIPIENT:

A. This MOA must be signed and returned to RECIPIENT within 45 days after SUBRECIPIENT receives this MOA. The grant shall be effective upon return of the MOA.

B. SUBRECIPIENT shall expend FY 2024 EMPG Grant Program funds in accordance with the FY2024 EMPG NOFO, the grant application, and this MOA.

C. Procurement.

- i. SUBRECIPIENT shall utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds, and conform to applicable state and federal law and the standards identified in 2 CFR 200.317 – 200.327.
- ii. SUBRECIPIENT must follow procurement procedures and policies as outlined in the applicable FY2024 EMPG NOFO, Appendix II of 2 CFR Part 200-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, and the 2024 FEMA Preparedness Grants Manual. SUBRECIPIENT shall comply with all applicable laws, regulations and program guidance. SUBRECIPIENT must comply with the most recent version of the funding administrative requirements, cost principles, and audit requirements.
- iii. Administrative and procurement practices must conform to applicable federal requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below, codified in the following guidance: 15 CFR Part 24; Federal Acquisition Regulations (FAR), Part 31.2; 28 CFR Part 23 “Criminal Intelligence Systems Operating Policies”; 49 CFR Part 1520 “Sensitive Security Information”; Public Law 107-296, The Critical Infrastructure Act of 2002; Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et. seq.; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; The Age Discrimination Act of 1975, as amended, 20 U.S.C. 6101 et. seq.; Cash Management Improvement Act (CMIA) and its implementing regulations at 31 CFR Part 205; FEMA Grant Programs Directorate, Grants Management Division, Match Guidance; Certifications and Assurances regarding Lobbying 31 U.S.C. 1352, Drug-Free Workplace Act, as amended, 41 U.S.C. 701 et. seq. and Certification Regarding Drug-Free Workplace Requirements, Debarment and Suspension Executive Orders 12549 and 12689 and certification regarding debarment, suspension and other responsibility matters; 28 CFR Parts 66, 67, 69, 70 and 83; and Grant Award and Special Conditions documents.
- iv. Mini-Brooks Act. Subrecipients that are governmental entities or otherwise subject to the requirements of the Local Government Commission (LGC) per 20 NCAC 03 are required under North Carolina law to follow rules and regulations in the “Mini-Brooks Act”, G.S. 143-64.31, for the procurement of certain professional services performed by architects, engineers, surveyors, and construction managers at risk.
- v. The purchase or acquisition of any additional materials, equipment, accessories or supplies, or the provision of any training, exercise or work activities beyond that identified in the approved scope of work specified in Attachment 1 and any approved amendments, shall be the sole responsibility of SUBRECIPIENT and shall not be reimbursed under this MOA.
- vi. Conflicts of Interest. See paragraph 9.M.iii. below.
- vii. Complete all procurement by end of POP.

D. Comply with current federal laws and suspension and debarment regulations pursuant to 2 CFR 200.213 – 200.214, 2 CFR Part 180 and U.S. Office of Management and Budget (OMB) Guidance, which requires in pertinent part that when a non-federal entity enters into a covered transaction with an entity at a lower tier, the non-federal entity must verify that the entity is not suspended or debarred or otherwise excluded.

SUBRECIPIENT shall be responsible to ensure that it has checked the federal System for Awards Management (SAM), <https://sam.gov/content/exclusions> and the State Debarred Vendors Listing,

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<https://ncadmin.nc.gov/documents/nc-debarred-vendors>, to verify that contractors or subrecipients have not been suspended or debarred from doing business with the federal government.

- E. Per 09 NCAC 03M, agencies shall not disburse any state financial assistance to an entity that is on the Suspension of Funding List (SOFL). OSBM maintains the SOFL. The SOFL is updated on a weekly basis. SUBRECIPIENT is prohibited under this MOA from procurement, and/or contracting with any entity listed on the SOFL using these grant funds.
- F. Indirect Costs. No indirect or administrative costs will be charged to this award. See 2 CFR 200.332(a).
- G. Activities Required for Reimbursement. To receive baseline funding, applicants must complete certain universal programmatic deliverables or “activities” during a specified period of performance. This will be a single payment calculated based solely on the required Universal Activities.

For FY24 EMPG, counties are required to properly complete 8 approved universal activities to receive maximum funding. Activity selection and tracking is completed through WebEOC.

Reimbursement is made through the fully executed MOA and Cost Report #1 for completed Universal Activities. All MOAs and cost reports are processed through the DocuSign system.

- H. Funds Management. SUBRECIPIENT agrees that funds paid through this grant shall be accounted for in a separate fund and accounting structure within SUBRECIPIENT’s central accounting and grant management system. SUBRECIPIENT agrees to manage all accounts payable disbursements, check register disbursements and related transactions in a detailed manner that supports fully transparent accounting of all financial transactions associated with the funding for this grant.
 - i. Expenditures for travel mileage, meals, lodging and other travel expenses incurred in the performance of this grant shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be eligible under this MOA. Subrecipient must have an acceptable local travel regulation plan or accept the state travel regulations. Refer to 2 CFR 200.475 for travel costs.
 - ii. If eligible, SUBRECIPIENT 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 grant, pursuant to N.C.G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reported expenditures.
- I. Maintain Required Subrecipient File Documentation as specified in this MOA (Attachment 3). SUBRECIPIENT is required to maintain all records of this grant for three years after termination of the grant, or audit if required, or longer where required by law, as outlined below. SUBRECIPIENT must meet the record retention requirements in 2 CFR 200.334 and must maintain a file for each EMPG grant award. However, if any litigation, claim or audit has been initiated prior to the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The following files must be available for review by NCEM staff for site visits, project closeout and audits:
 - i. Resolution/ordinance establishing SUBRECIPIENT as a state or local government entity.
 - ii. Award letter, MOA, and supporting attachments.
 - iii. Completed appropriate reports with specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices and proof(s) of payment.
 - iv. Audit findings and corrective action plans.
- J. Property and Equipment. SUBRECIPIENT shall have sole responsibility for the maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this MOA as follows:
 - i. Only allowable equipment listed in the Authorized Equipment List (AEL) for EMPG are eligible for purchases from this grant. In addition, SUBRECIPIENT will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.
 - ii. Property and equipment purchased with EMPG funds shall be titled to SUBRECIPIENT, unless otherwise specified by NCEM, DHS and/or FEMA. SUBRECIPIENT shall be responsible for the custody and care of any property and equipment purchased with EMPG funds furnished for use in connection with this MOA, and shall reimburse RECIPIENT for any loss or damage to said property until the property is disposed of in

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accordance with EMPG Program requirements. RECIPIENT will not be held responsible for any property purchased under this MOA.

- iii. SUBRECIPIENT must utilize all property and equipment as intended in their project application to NCEM. Any variation from this intended use must be requested in writing and approved by NCEM.
- iv. RECIPIENT and SUBRECIPIENT shall take an initial physical inventory of any equipment. Equipment is defined as tangible, non-expendable property having a useful life of more than one year and an acquisition cost of \$10,000 or more per unit. SUBRECIPIENT may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than \$10,000 to be inventoried. If so, such equipment purchased under this award allocation shall be included on the report submitted to RECIPIENT. The grant summary, cost reports with backup documentation, certificate of title, and any other SUBRECIPIENT reports or inventory reports that include information regarding the grant, vendor, invoice number, cost per item, number of items, description, location, condition, and identification number may be used to meet this requirement.
- v. SUBRECIPIENT must ensure a control system exists to ensure adequate safeguards to prevent loss, damage, or theft. SUBRECIPIENT shall be responsible for replacing or repairing equipment which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage or theft of the property must be investigated and fully documented and made part of the official project records.
- vi. SUBRECIPIENT or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.
- vii. Use. Per 2 CFR 200.313, during the time that equipment is used on the project or program for which it was acquired, SUBRECIPIENT must also make the equipment available for use on other projects or programs currently or previously supported by this or other federal grants, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by DHS that financed the equipment and second preference must be given to other programs or projects under grants from other federal awarding agencies. NCEM, in conjunction with DHS and/or FEMA, will determine and direct how equipment will be redeployed.
- viii. Disposition Procedures. Unless otherwise directed by RECIPIENT, DHS and/or FEMA, SUBRECIPIENT may dispose of the equipment when the original or replacement equipment acquired under the grant award is no longer needed for the original project or program, or for other activities currently or previously supported by a federal awarding agency. However, SUBRECIPIENT must notify RECIPIENT prior to disposing of any equipment purchased with grant funds. Items with a fair market value of less than \$10,000 may be retained, transferred, or otherwise disposed of with prior approval of NCEM and in accordance with disposition requirements in 2 CFR 200.313. Unless otherwise directed by NCEM, DHS and/or FEMA, items with a current per unit standard federal or fair market value in excess of \$10,000 may not be retained, transferred, or otherwise disposed of without prior NCEM approval in accordance with disposition requirements in 2 CFR 200.313. SUBRECIPIENT must provide documentation that includes the method used to determine current fair market value.
- K. Communications equipment. Investments in emergency communications systems and equipment must meet applicable SAFECOM Guidance recommendations. Such investments must be coordinated with the Statewide Inoperability Coordinator (SIEC) to ensure interoperability and long-term compatibility. In order to align communications technologies with current statewide communications plans, systems, networks, strategies, and emerging technologies, the NCEM Communications Branch requires that purchases made with grant funds meet the standards identified in Attachment 4.
- L. Conflicts of Interest.
 - i. State Law. Per N.C.G.S. § 143C-6-23(b), SUBRECIPIENT is required to file with RECIPIENT a copy of SUBRECIPIENT's policy addressing conflicts of interest that may arise involving SUBRECIPIENT's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as SUBRECIPIENT's employees or members of its board or other governing body, from RECIPIENT's disbursing of grant funds, and shall include actions to be taken by SUBRECIPIENT or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. **The policy shall be filed before RECIPIENT may disburse any grant funds.**

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- ii. Federal Law – Grant Administration. Per 2 CFR 200.112 and the 2024 FEMA Preparedness Grants Manual, all subrecipients must disclose in writing to NCEM, and attempt to avoid, any real or potential conflict of interest that may arise during the administration of a federal grant award. For purposes of this MOA, conflicts of interest may arise in situations where a subrecipient employee, officer, or agent, any members of his or her immediate family, or his or her partner has a family relationship, close personal relationship, business relationship, or professional relationship, with anybody at DHS, FEMA and/or NCEM involved in the administration of this grant award.
- iii. Federal Law – Procurement. Per 2 CFR 200.318 and the 2024 FEMA Preparedness Grants Manual, all subrecipients that are non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such conflicts of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, subrecipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the subrecipient. All subrecipients must disclose in writing to NCEM, and attempt to avoid, any real or potential conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award. Upon request, subrecipients must also provide a copy of their standards of conduct policy covering conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award.
- M. Environmental Planning and Historic Preservation (EHP) Compliance. Subrecipients proposing projects that could impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. For details: <https://www.fema.gov/grants/preparedness/preparedness-grants-ehp-compliance>. See paragraph 14. below.
- N. All materials publicizing or resulting from award activities, including websites, social media and TV/radio, shall contain this acknowledgement: “This project was supported by a federal award from the US Department of Homeland Security, Department of Public Safety, North Carolina Emergency Management.” Use of DHS seal(s), logo(s) and flags must be approved by DHS. Printed as a legend, either below or beside the logo(s) shall be the words “Funded by US Department of Homeland Security”.
- O. EMPG Program-funded deployable personnel are required to meet National Qualifications System (NQS) certification requirements (<https://www.fema.gov/emergency-managers/nims/components/nqs-supplemental-documents>) as specified on page H-3 of 2024 FEMA Preparedness Grants Manual.
- P. All EMPG-funded personnel have completed, or will complete during the Period of Performance of this grant award, the specific training requirements detailed on page H-14 of the 2024 FEMA Preparedness Grants Manual.
- Q. Comply with the applicable federal statutes, regulations, policies, guidelines, requirements and certifications as outlined in the FY 2024 EMPG NOFO and Subaward Notification.
- R. DHS Standard Terms and Conditions
SUBRECIPIENT must comply with all applicable provisions of the FY24 DHS Standard Terms and Conditions (Attachment 2). This applies to all new federal financial assistance awards funded in FY24. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. All legislation and digital resources are referenced with no digital links.
- S. Closeout Reporting Requirements. In accordance with 2 CFR 200.344, SUBRECIPIENT must submit to RECIPIENT, no later than 90 calendar days after the end date of the POP, all financial, performance, and other

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reports as required by the terms and conditions of the federal award, this MOA and FY24 DHS Standard Terms and Conditions (Attachment 2) incorporated by reference herein, for the performance of the activities.

Documentation required:

- i. A complete accounting of how all grant funds were used.
- ii. A Certification stating the funds were used for the purpose appropriated.
- iii. A closeout letter indicating that the approved scope of work is complete.
- iv. Any other closeout documentation requested by RECIPIENT.
- v. SUBRECIPIENT agrees that all program activity results information reported shall be subject to review and authentication and SUBRECIPIENT will provide access to work papers, receipts, invoices and reporting records, if requested by RECIPIENT, as RECIPIENT executes any audit internal audit responsibilities.
- vi. Once the complete final performance and financial status report package has been received and evaluated by RECIPIENT, SUBRECIPIENT will receive official notification of MOA close-out from RECIPIENT.
- vii. The notification will inform SUBRECIPIENT that RECIPIENT is officially closing the MOA and retaining all MOA files and related material for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.

10. Taxes

SUBRECIPIENT shall be considered to be an independent subrecipient and as such shall be responsible for ALL taxes. There shall be no reimbursement for taxes incurred by SUBRECIPIENT under this grant.

If eligible, SUBRECIPIENT 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 grant, pursuant to N.C.G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reported expenditures.

11. Warranty

As an independent subrecipient, SUBRECIPIENT will hold RECIPIENT harmless for any liability and personal injury that may occur from or in connection with the performance of this MOA to the extent permitted by the North Carolina Tort Claims Act. Nothing in this MOA, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this MOA. This MOA does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This MOA is intended for the sole and exclusive benefit of the parties hereto. This MOA is not made for the benefit of any third person or persons. No third party may enforce any part of this MOA or shall have any rights hereunder. This MOA does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this MOA. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

12. State of North Carolina Reporting Requirements per NCGS 143C-6-23 and 09 NCAC 03M

North Carolina state law (N.C.G.S. 143C-6-23 and 09 NCAC 03M) requires every nongovernmental entity (including non-profit organizations) that receives state or federal pass-through grant funds from state agencies to file annual reports on how those grant funds were used no later than three months after the end of the non-state entity's fiscal year. **Government entities including counties and local governments are not required to file these reports.**

Refer to "State Grant Compliance Reporting Forms" on the following website for instructions and applicable forms for nongovernmental subrecipients (including non-profit organizations) to meet these requirements:

<https://www.ncdps.gov/our-organization/emergency-management/emergency-management-grants/grants-management-compliance>

13. Audit Requirements

For all federal grant programs, SUBRECIPIENT is responsible for obtaining audits in accordance with 2 CFR 200 Subpart F.

Per 2 CFR 200.501, a subrecipient that receives a combined \$1,000,000 or more in funding from all federal funding sources, even those passed through a state agency, must have a single audit conducted in accordance with 2 CFR 200.514 and GAGAS within 9 months of the subrecipient's fiscal year end. SUBRECIPIENT must:

- A. Post the single audit conducted in accordance with 2 CFR 200.514 and GAGAS to the Federal Audit Clearinghouse <https://harvester.census.gov/facweb/>.

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- B. Submit to DPS Internal Audit (DPS_GrantComplianceReports@ncdps.gov) a single audit prepared and completed in accordance with GAGAS. This can, at the option of SUBRECIPIENT, be the same single audit submitted to the Federal Audit Clearinghouse in paragraph 13.A. above.
- C. Make copies of the single audit available to the public.

Per 09 NCAC 03M.0205, a non-state entity that is not exempt from the requirements of SUBCHAPTER 03M – UNIFORM ADMINISTRATION OF STATE AWARDS OF FINANCIAL ASSISTANCE per 09 NCAC 03M.0201, that receives a combined \$1,000,000 or more in North Carolina state funding or federal funding passed through a state agency must within 9 months of the non-state entity's fiscal year end submit to DPS Internal Audit (DPS_GrantComplianceReports@ncdps.gov) a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards (GAGAS): <https://www.gao.gov/yellowbook>.

If SUBRECIPIENT is a unit of local government in North Carolina, SUBRECIPIENT may be subject to the audit and reporting requirements in N.C.G.S. 159-34, Local Government Finance Act – Annual Independent Audit, rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the SUBRECIPIENT and are subject to change (see Local Government Commission for more information). See also 20 NCAC 03 (Local Government Commission).

The different audit requirements for non-governmental and governmental entities are summarized on the NCCEM Grants Management & Compliance website.

14. Construction and Renovation, and Infrastructure Projects

All construction and renovation projects require EHP review. Recipients and subrecipients are encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, compliance with all state and local EHP laws and requirements). Projects for which the recipient believes an Environmental Assessment (EA) may be needed, as defined in DHS Instruction Manual 023-01-001-01, Rev 01, FEMA Directive 108-1, and FEMA Instruction 108-1-1, must also be identified to the FEMA HQ Preparedness Officer within six months of the award and completed EHP review materials must be submitted no later than 12 months before the end of the POP. EHP policy guidance and the EHP Screening Form, can be found online at: <https://www.fema.gov/media-library/assets/documents/90195>. EHP review materials should be sent to empg@ncdps.gov.

Written approval must be provided by FEMA prior to the use of any EMPG funds for construction or renovation. When applying for construction funds, subrecipients must submit evidence of approved zoning ordinances, architectural plans, and any other locally required planning permits. Additionally, subrecipients are required to submit a SF-424C form with budget information for the construction project, and an SF-424D form for standard assurances for the construction project.

Subrecipients using funds for construction projects must comply with:

- A. Davis-Bacon Act (codified as amended at 40 U.S.C. §§ 3141 et seq.). See 6 U.S.C. § 609(b)(4)(B) (cross-referencing 42 U.S.C. § 5196(j)(9), which cross-references Davis-Bacon). Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character like the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the Davis-Bacon Act, including Department of Labor (DOL) wage determinations, is available online at <https://www.dol.gov/whd/govcontracts/dbra.htm>.
- B. Build America, Buy America Act (BABAA)

If funding from this grant program is used for an “infrastructure” project, all iron, steel, manufactured products & construction materials used in the project must be produced in the U.S. per the Build America, Buy America Act (BABAA), unless an approved waiver applies, including the Small Projects Waiver, which waives the BABAA requirements for all projects that do not exceed the federal simplified acquisition threshold (currently set at \$250,000). Recipients and subrecipients of this grant must also ensure that all contracts (including purchase orders) subject to BABAA include a required contract clause and self-certification of compliance pursuant to

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FEMA Interim Policy #207-22-0001: Buy America Preference in FEMA Financial Assistance Programs for Infrastructure.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in BABAA shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to FEMA. See 2 CFR Part 184.

15. Subrecipient Monitoring

See Attachment 5 for subrecipient monitoring.

16. Points of Contact

To provide consistent and effective communication between SUBRECIPIENT and RECIPIENT, each party shall appoint a principal representative(s) to serve as its central point of contact (POC) responsible for coordinating and implementing this MOA. The NCEM contact shall be: Assistant Director - Administration, the NCEM Grants Management Branch staff, and the NCEM Field Branch staff. SUBRECIPIENT point of contact shall be the person designated by SUBRECIPIENT. Each party shall keep the other apprised of changes to their POC.

All confidential information of either party disclosed to the other party in connection with the services provided hereunder will be treated by the receiving party as confidential and restricted in its use to only those uses contemplated by the terms of this MOA. Any information to be treated as confidential must be clearly marked as confidential prior to transmittal to the other party. Neither party shall disclose to third parties, the other party's confidential information without written authorization to do so from the other party. Specifically excluded from such confidential treatment shall be information that:

- A. As of the date of disclosure and/or delivery, is already known to the party receiving such information.
- B. Is or becomes part of the public domain, through no fault of the receiving party.
- C. Is lawfully disclosed to the receiving party by a third party who is not obligated to retain such information in confidence.
- D. Is independently developed at the receiving party by someone not privy to the confidential information.

17. Public Records Access

While this information under federal control is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. §552 et. seq., all determinations concerning the release of information of this nature are made on a case-by-case basis by the FEMA FOIA Office.

Information maintained by RECIPIENT in connection with this MOA and grant award is subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes and is subject to public records requests through NCDPS.

18. Contracting/Subcontracting

If SUBRECIPIENT contracts/subcontracts any or all purchases or services under this MOA, then SUBRECIPIENT agrees to include in the contract/subcontract that the contractor/subcontractor is bound by the terms and conditions of this MOA. SUBRECIPIENT and any contractor/subcontractor agree to include in the contract/subcontract that the contractor/subcontractor shall hold NCEM harmless against all claims of whatever nature arising out of the contractors/subcontractor's performance of work under this MOA.

If SUBRECIPIENT contracts/subcontracts any or all purchases or services required under this MOA, a copy of the executed contract/subcontract agreement must be submitted to NCEM along with the reimbursement in accordance with SUBRECIPIENT responsibilities in paragraph 9.G above. A contractual arrangement shall in no

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way relieve SUBRECIPIENT of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements. SUBRECIPIENT is bound by all special conditions of this grant award as set out in the grant application and the grant award letter Subaward Agreement incorporated by reference herein, as well as all terms, conditions and restrictions of the FY2024 EMPG NOFO referenced herein.

19. Antitrust Laws

All signatories of this MOA will comply with all applicable state and federal antitrust laws.

20. Prohibition on purchasing certain telecommunications - John S. McCain National Defense Authorization Act for Fiscal Year 2019 – Public Law 115-232, section 889 – 2 CFR 200.216, 200.327 & 200.471.

Effective August 13, 2020, FEMA grant recipients and subrecipients may not use any FEMA funds under open or new awards to procure certain covered telecommunications equipment or services.

Definitions

Per section 889(f)(2)-(3) of the FY 2019 NDAA and 2 C.F.R. § 2 CFR 200.216, 200.327 & 200.471 covered telecommunications equipment or services means:

- A. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
- B. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- C. Telecommunications or video surveillance services provided by such entities or using such equipment; or
- D. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Examples of the types of products covered by this prohibition include phones, internet, video surveillance, and cloud servers when produced, provided, or used by the entities listed in the definition of "covered telecommunications equipment or services." See 2 C.F.R. § 200.471. **FEMA Policy #405-143-1.** Guidance is available in FEMA Policy #405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services issued May 10, 2022.

21. Divestment and Do-Not-Contract Rules

The State of North Carolina, through the Department of State Treasurer, follows several divestment and do-not-contract mandates. Information about each of these mandates is available at: <https://www.nctreasurer.com/about/transparency/commitment-transparency/divestment-and-do-not-contract-rules>.

SUBRECIPIENT may not contract with any vendors on any of these designated divestment and do-not-contract lists using EMPG grant funds, and SUBRECIPIENT must comply with all other requirements of these divestment and do-not-contract laws.

22. Acknowledgement of Federal Funding from DHS

Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

23. Lobbying Prohibition

SUBRECIPIENT certifies, to the best of its knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or employee of any state or federal agency, a member of the NC General Assembly, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of

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any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. 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 federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

24. Assurance of Compliance with Civil Rights Act of 1964 – Title VI, Civil Rights Act of 1968, and Related Provisions

During the performance of this agreement, SUBRECIPIENT for itself, its assignees and successors in interest agrees as follows:

A. Age Discrimination Act of 1975

Subrecipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

B. Americans with Disabilities Act of 1990

Subrecipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101 - 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

C. Civil Rights Act of 1964 - Title VI

Subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Subrecipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

D. Civil Rights Act of 1968

Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units - i.e., the public and common use areas and individual apartment units (all units

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in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

E. Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

F. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipients and subrecipients that are State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074 which addresses the transfer or purchase of certain military equipment by law enforcement. Recipients and subrecipients that are State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

G. Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Subrecipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

H. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

I. Rehabilitation Act of 1973

Subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance

J. Whistleblower Protection Act

Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

24. Assurance of Compliance with Privacy Act

SUBRECIPIENT agrees:

A. To comply with the provisions of the Privacy Act of 1974, 5 U.S.C. §552A and regulations adopted there under,

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when performance under the program involves the design, development, or operation of any system or records on individuals to be operated by the Subrecipient, its third-party subrecipients, contractors, or their employees to accomplish a DHS function.

- B. To notify DHS when the Subrecipient or any of its third-party contractors, subcontractors, subrecipients, or their employees anticipate a system of records on behalf of DHS in order to implement the program, if such system contains information about individuals name or other identifier assigned to the individual. A system of records subject to the Act may not be used in the performance of this MOA until the necessary and applicable approval and publication requirements have been met.
- C. To include in every solicitation and in every third-party contract, sub-grant, and when the performance of work, under that proposed third-party contract, sub-grant, or sub-agreement may involve the design, development, or operation of a system of records on individuals to be operated under that third-party contract, sub grant, or to accomplish a DHS function, a Privacy Act notification informing the third party contractor, or subrecipient, that it will be required to design, develop, or operate a system of records on individuals to accomplish a DHS function subject to the Privacy Act of 1974, 5 U.S.C. §552a, and applicable DHS regulations, and that a violation of the Act may involve the imposition of criminal penalties; and
- D. To include the text of Sections 30 parts A through C in all third-party contracts, and sub grants under which work for this MOA is performed or which is awarded pursuant to this MOA, or which may involve the design, development, or operation of a system of records on behalf of the DHS.

25. Best Practices for Collection and Use of Personally Identifiable Information

Subrecipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

26. Certification Regarding Drug-Free Workplace Requirements (Subrecipients Other Than Individuals)

Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Governmentwide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

27. Term of this Agreement

Regardless of actual execution date, this MOA shall be in effect from the start of the POP on October 1, 2023 to the end of the POP on September 30, 2026

28. Statement of Assurances

SUBRECIPIENT must complete either Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, or both, as applicable.

- A. Subrecipients that only have construction work and do not have any non-construction work need only submit the construction form (i.e., SF-424D) and not the non-construction form (i.e., SF-424B), and vice versa. However, subrecipients who have both construction and non-construction work under this grant must submit both the construction and non-construction forms.
- B. SUBRECIPIENT must complete the appropriate form(s) and submit to NCEM Grants Management Branch (EMPG@ncdps.gov) upon execution of this MOA. SUBRECIPIENT must still complete the appropriate form(s) even if certain assurances in the form may not directly apply to subrecipient's specific program to ensure that all possible situations are covered.

29. Situs

This MOA shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in State Court in Wake County, North Carolina.

31. Other Provisions/Severability

1961

Nothing in this MOA is intended to conflict with current federal, state, local, or tribal laws or regulations. If a term of this MOA is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOA shall remain in full force and effect.

32. Entire Agreement

This MOA and any annexes, exhibits and amendments annexed 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.

33. Modification

This MOA may be amended only by written amendments duly executed by RECIPIENT and SUBRECIPIENT.

34. Termination

The terms of this MOA, as modified with the consent of all parties, will remain in effect until September 30, 2025. Either party upon thirty days advance written notice to the other party may terminate this MOA. Upon approval by DHS, FEMA and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable DHS, Grant Adjustment Notice, incorporated by reference herein. If DHS suspends or terminates funding in accordance with 2 CFR 200.340 and the 2024 EMPG NOFO, incorporated by reference herein, SUBRECIPIENT shall reimburse NCEM for said property and/or expenses.

35. Compliance

Subrecipient shall comply with applicable federal, state, local and/or tribal statutes, regulations, ordinances, licensing requirements, policies, guidelines, reporting requirements, certifications and other regulatory matters for the conduct of its business and purchase requirements performed under this MOA. This includes all requirements contained in the applicable FY 2024 EMPG NOFO referenced in paragraph 2 above. Subrecipient shall be wholly responsible for the purchases made under this MOA and for the supervision of its employees and assistants.

Failure to comply with the specified terms and conditions of this MOA may result in the return of funds and any other remedy for noncompliance specified in 2 CFR 200.339, and/or termination of the award per 2 CFR 200.340. Additional conditions may also be placed upon Subrecipient for noncompliance with the specified terms and conditions of this MOA, including (but not limited to) additional monitoring. See Attachment 5 for subrecipient monitoring.

36. Execution and effective date

This grant shall become effective upon return of the original grant award letter and MOA, properly executed on behalf of SUBRECIPIENT, to NCEM on behalf of RECIPIENT and will become binding upon execution of all parties to this MOA. The conditions of this MOA are effective upon signature by all parties.

This MOA shall be in effect from the start of POP on 10/01/2023 through the end of the POP. Failure to provide applicable cost reports, proofs of payment and/or a de-obligation request letter within 30 days of the end of the POP may result in automatic de-obligation of grant funds.

37. Attachments

All attachments to this Agreement are incorporated as if set out fully herein.

- A. In the event of any inconsistency or conflict between the language of this MOA and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.
- B. This MOA includes the following attachments or documents incorporated by reference as if fully set out herein:
 - Attachment 1 Scope of Work
 - Attachment 2 DHS Standard Terms and Conditions – click hyperlink to access document
 - Attachment 3 Required Subrecipient File Documentation
 - Attachment 4 NCEM Communications Branch Memo
 - Attachment 5 Subrecipient Monitoring

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AUTHORIZED SIGNATURE WARRANTY

THE UNDERSIGNED REPRESENT AND WARRANT THAT THEY ARE AUTHORIZED TO BIND THEIR PRINCIPALS TO THE TERMS OF THIS MOA. IN WITNESS WHEREOF, RECIPENT AND SUBRECIPIENT HAVE EACH EXECUTED THIS MOA AND THE PARTIES AGREE THAT THE MOA IS EFFECTIVE AS OF THE POP START DATE, EVEN IF THIS MOA IS SIGNED BY ANY PARTIES AFTER THAT DATE.

For RECIPIENT:

Approved DocuSigned by:

By: William Ray
809D1C9855624CB...
William C. Ray, Director & Deputy
Homeland Security Advisor
North Carolina Department of Public Safety
Division of Emergency Management

Date: 2/3/2025 | 12:29:19 EST

For SUBRECIPIENT:

Approved

By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____

Approved as to Form DocuSigned by:

By: Will Polk
89F00A3C9472449...
William Polk, Deputy General Counsel
Reviewed for the North Carolina
Department of Public Safety to fulfill the
purposes of the DHS Homeland Security
Grant Program

Date: 1/30/2025 | 16:19:55 EST

1963



STATE OF NORTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY
 North Carolina Emergency Management
 Physical Address: 4105 Reedy Creek Road, Raleigh, NC 27607



Emergency Management Performance Grant Program

Fiscal Year 2024

COST REPORT

Subrecipient: Moore County
Address: 1 Courthouse Square
 Carthage, NC 28327-0905
Federal ID #: 566000322
UEID #: HFNSK95FS7Z8
Branch: Central

Cost center: EMPG Local 2024
Grant period: October 1, 2023 - September 30, 2026
Grant file #: EMPG-2024-24EMPG062

Funding worksheet

	Universal (Base) amount	Balance to be paid
Federal/State	\$35,000.00	\$35,000.00
Local match	\$35,000.00	\$0.00
Total	\$70,000.00	\$35,000.00

This cost report reflects the Universal (Base) amount that your county is eligible to receive.

Certification:

I certify that the above are correct based on grantee's official accounting system and records, consistently applied and maintained, and that expenditures shown have been made for the purpose of and in accordance with, applicable grant terms and conditions, and that appropriate documentation to support these costs and expenditures is available or attached.

 Moore County Finance Officer Authorized Signature

 Date

 Moore County Authorized Signature

 Date

 North Carolina Emergency Management Director's Approval Signature

 Date

 Department of Public Safety Controller's Office Approval

 Date

1964

STATE OF NORTH CAROLINA

CONTRACT FOR SERVICES

COUNTY OF MOORE

This Contract is entered into the 1st day of April, 2025, between the County of Moore, a political subdivision of the State of North Carolina (the "County"), and Carolina Recording Systems, LLC. (the "Contractor").

1. SERVICES TO BE PROVIDED AND AGREED CHARGES

The Contractor agrees to provide services ("Services") pursuant to the provisions and specifications identified in Attachments 1 and 2, which are incorporated by reference in this Contract. Pursuant to Section 3 of this Contract, the County agrees to pay for Services contained in Attachments 1 and 2.

2. TERM OF CONTRACT

The term of this Contract is from July 1, 2025 through June 30, 2030.

This Contract is subject to the availability of funds to purchase the specified Services and may be terminated at any time during the term upon thirty (30) days' notice if such funds become unavailable.

3. PAYMENT TO CONTRACTOR

During the term of this Contract, the Contractor will receive from the County an amount not to exceed \$30,010.00 for County fiscal year July 1, 2025 through June 30, 2026, \$31,510.00 for County fiscal year July 1, 2026 through June 30, 2027, \$33,090.00 for County fiscal year July 1, 2027 through June 30, 2028, \$34,740.00 for County fiscal year July 1, 2028 through June 30, 2029, and \$36,480.00 for County fiscal year July 1, 2029 through June 30, 2030 as full compensation for the provision of services as provided herein. The County agrees to pay at the rates specified for Services, satisfactorily performed or provided, in accordance with this Contract. Unless otherwise specified, the Contractor will submit an itemized invoice to the County by the end of the month during which Services are performed or provided. Payment will be processed promptly upon receipt and approval of the invoice by the County.

4. INDEPENDENT CONTRACTOR

The County and Contractor agree that the Contractor is an independent contractor and will not represent itself as an agent or employee of the County for any purpose in the performance of the Contractor's duties under this Contract. Accordingly, the Contractor will be responsible for payment of all federal, state and local taxes as well as business license fees arising out of the Contractor's activities in accordance with this Contract. For purposes of this Contract taxes will include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

The Contractor, as an independent contractor, will perform all services in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

1965

5. INSURANCE

The Contractor will maintain Workers' Compensation Insurance for all of the Contractor's employees. The Workers' Compensation Insurance will be in the amounts prescribed by the laws of the State of North Carolina.

The Contractor will maintain, at its expense, the following minimum insurance coverage:

Bodily Injury	\$1,000,000.00 per occurrence
Property Damage	\$100,000.00 per occurrence
Bodily Injury/Property Damage	\$1,000,000.00 combined single limit per occurrence

Professional liability insurance will be required whenever the Contractor is required to be certified, licensed, or registered by a regulatory entity or where the Contractor's error in judgment, planning, design, or etc. could result in economic loss to the County. If professional liability insurance is required, the coverage must provide for no less than \$1,000,000.00 combined single limit per occurrence.

The Contractor agrees to furnish the County proof of compliance with the insurance coverage requirements of this Contract upon request. The Contractor, upon request by the County, will furnish a certificate of insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to the County, verifying the existence of the insurance coverage required by the County. The certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage.

6. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor will indemnify and hold harmless the County, its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of this Contract or the actions of the Contractor, its officials, employees, or contractors under this Contract or under the contracts entered into by the Contractor in connection with this Contract. This indemnification will survive the termination of this Contract.

7. HEALTH AND SAFETY

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.

8. E-VERIFY

Pursuant to North Carolina General Statute § 143-133.3, E-verify Compliance, the County may not enter into a contract unless the contractor, and the contractor's subcontractors under the contract, comply with the requirements of Article 2 of Chapter 64 of the General Statutes. The Contractor represents and warrants that it is in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, the Contractor warrants that any subcontractors used by the Contractor will be in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes.

1966

9. IRAN DIVESTMENT ACT

The Contractor certifies that: (i) 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"). The Final Divestment List can be found on the State Treasurer's website at the address <https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules>. Any contract in violation of this Act is void.

10. DIVESTMENT FROM COMPANIES BOYCOTTING ISRAEL ACT

This Contractor certifies that the Contractor is not identified as an entity by the North Carolina Secretary of State that is engaged in a boycott of the State of Israel pursuant to NCGS, Article 6G, Chapter 147. The Final Divestment List can be found on the State Treasurer's website at <https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules>. Any contract in violation of this Act is void.

11. NON-DISCRIMINATION IN EMPLOYMENT

The Contractor will not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. In the event the 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.

12. GOVERNING 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 the State of North Carolina. All actions relating to this Contract in any way will be brought in the General Courts of Justice in the County of Moore and the State of North Carolina.

13. TERMINATION OF AGREEMENT

This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period will begin upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the Contract.

This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties will be entitled to such additional rights and remedies as permitted by law.

Termination of this Contract, either with or without cause, will not form the basis of any claim for loss of anticipated profits by either party.

14. SUCCESSORS AND ASSIGNS

The Contractor will not assign its interest in this Contract without the written consent of the County. The Contractor has no authority to enter into contracts on behalf of the County.

1967

15. COMPLIANCE WITH LAWS

The Contractor represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract will be carried out in strict compliance with all Federal, State, or local laws regarding discrimination in employment.

16. NOTICES

All notices which may be required by this Contract or any rule of law will be effective when received by certified mail sent to the following addresses:

COUNTY OF MOORE: MOORE COUNTY PUBLIC SAFETY
ATTN: BRYAN PHILLIPS, DIRECTOR
P.O. BOX 905
CARTHAGE, NC 28327

CONTRACTOR: CAROLINA RECORDING SYSTEMS, LLC
ATTN: LEGAL
1619 N. GRAHAM STREET
CHARLOTTE, NC 28206

17. AUDIT RIGHTS

For all Services being provided under this Contract, the County has the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of those Services. Audits will take place at times and locations mutually agreed upon by both parties. The Contractor must make the materials to be audited available within one (1) week of the request for them.

18. COUNTY NOT RESPONSIBLE FOR EXPENSES

The County will not be liable to the Contractor for any expenses paid or incurred by the Contractor unless otherwise agreed in writing.

19. EQUIPMENT

The Contractor will supply, at its sole expense, all equipment, tools, materials, and supplies required to provide contracted Services unless otherwise agreed in writing.

20. PRIORITY OF DOCUMENTS

In the event of any inconsistency between the Contract and any attachment to the Contract, the Contract will have priority.

21. SEVERABILITY

If any provision of this Contract shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Contract.

1968

22. NON-WAIVER

The failure by one party to require performance of any provision of this Contract will not affect that party's right to require performance at any time thereafter or to enforce other remedies available to it by law or under this Contract. In addition, no waiver of any breach or default of this Contract will constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

23. ENTIRE AGREEMENT

This Contract and Attachments 1 & 2 constitute the entire understanding between the parties and supersedes all prior understandings and agreements, whether oral or written, relating to the subject matter hereof.

24. AMENDMENT

This Contract may only be amended by the written mutual agreement of the parties.

25. DRAFTED BY BOTH PARTIES

This Contract is deemed to have been drafted by both parties and no interpretation will be made to the contrary.

26. HEADINGS

Subject headings are for convenience only and will not affect the construction or interpretation of any provision.

The parties have expressed their agreement to these terms by causing this Contract to be executed by their duly authorized officers or agents. This Contract is effective as of the date first written above.

COUNTY OF MOORE

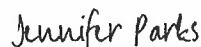
Signed by:



6BE48B28E5E447E...
Kurt Cook, Chairman
Board of Commissioners

ATTEST

Signed by:



62F819A76304403...
Jennifer Parks
Clerk to the Board

****Signatures continue on the following page****

1969

CAROLINA RECORDING SYSTEMS, LLC

Signed by:

Ashlee Russell

Ashlee Russell

Director of Sales

PREAUDIT CERTIFICATE

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

DocuSigned by:

Caroline Xiong

Finance Officer

1970

ATTACHMENT 1

SCOPE OF SERVICES

The Contractor will provide all necessary supervision, labor, materials, and equipment required for the annual maintenance of the Eventide recording system for 911 communications. This system records all phone and radio traffic for the 911 and Sheriff's department.

Attachment 2 contains additional specifications regarding the services.

1971

Attachment 2

**Carolina Recording Systems, LLC**

PO Box 11311

Charlotte, NC 28220

7047991070

accounting@crsnc.com

www.crsnc.com

BUDGETARY QUOTE

ADDRESS

Moore County Public Safety
302 South McNeill Street
Carthage, NC 28327

BUDGETARY QUOTE # 2326**DATE 03/11/2025**

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	July 1, 2025 to June 30, 2030 5-Year Maintenance Quote			

Maintenance	Annual Maintenance - July 1, 2025 through June 30, 2026	1	30,010.00	30,010.00
Maintenance	Annual Maintenance - July 1, 2026 through June 30, 2027	1	31,510.00	31,510.00
Maintenance	Annual Maintenance - July 1, 2027 through June 30, 2028	1	33,090.00	33,090.00
Maintenance	Annual Maintenance - July 1, 2028 through June 30, 2029	1	34,740.00	34,740.00
Maintenance	Annual Maintenance - July 1, 2029 through June 30, 2030	1	36,480.00	36,480.00

- NexLog 740 DX Recording System A

- NexLog 740 DX Recording System B

- Network Attached Storage Server

*This calculation is based on the system set up at the time of the quote. Future maintenance amounts are subject to change if there are any changes made to the system.

SUBTOTAL	165,830.00
TAX	0.00
TOTAL	\$165,830.00

*Assumes annual invoicing (not prepaid)

Accepted By

Accepted Date

Sole Source Justification Form

03/05/2025 8:27 AM (EST)

APPENDIX L

Sole Source Justification Form

(For items equal to or greater than \$30,000.00)

Vendor: Carolina Recording Systems

Item: Annual Maintenance

Estimated expenditure for the
Above Item: 156160

CHECK ALL ENTRIES BELOW THAT APPLY TO THE PROPOSED PURCHASE. ATTACH A MEMO CONTAINING JUSTIFICATION AND SUPPORT DOCUMENTATION.

Memo Attachment

 Carolina Recording Sole Source Memo-March 2025.docx

Steps

- 1. Sole source is for the original manufacturer or provider, there are no area distributors.
- 3. This is the only known item or service that will meet the specialized needs of this department or perform the intended function.
- 4. The parts/equipment are required from this source to permit standardization.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the material or service described in this sole source justification be authorized as a sole source for the material or service.

Form Preparer Email: cdowd@moorecountync.gov

Form Preparer Name: Candace Dowd

Form Preparer Signature:



Date Form Submitted: 03/05/2025

Department: Public Safety

Department Head's Email: bphillips@moorecountync.gov





County of Moore
—North Carolina—

Opioid Task Force – Board Update April 1, 2025

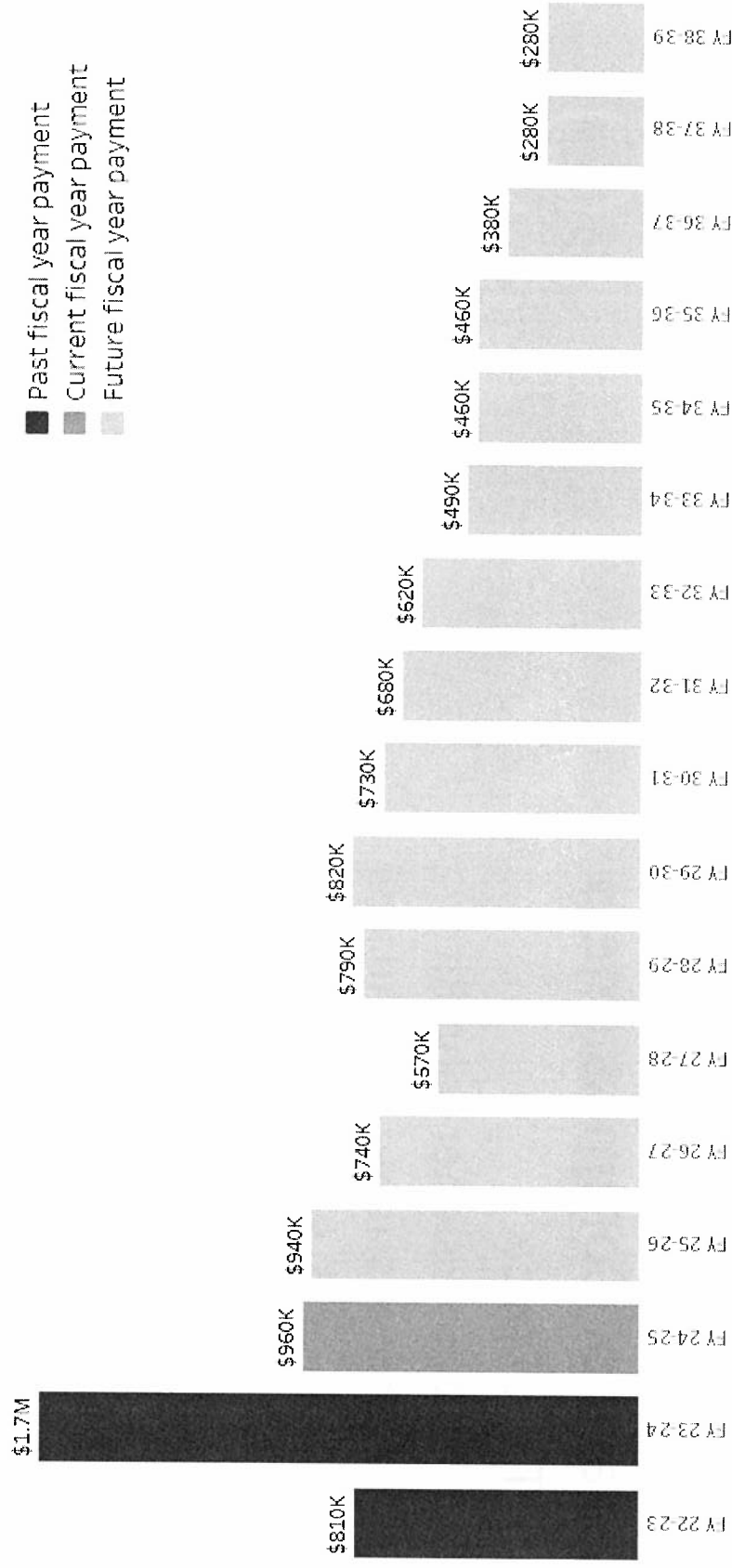


Opioid Settlement Funds: Allocation Pathway

- Board of Commissioners
 - Task Force
 - Commissioner John Ritter
 - Commissioner Tom Adams
- Review & Recommendations Committee
 - Tony Price
 - Becky Cameron
 - Catherine Graham
 - Anne Kimball
 - Dr. Paul Kuzma
- Staff

1975 Revised Payment Chart (With Wave 2)

Moore County is receiving \$11,732,999 in opioid settlement funds from 2022 through 2038.



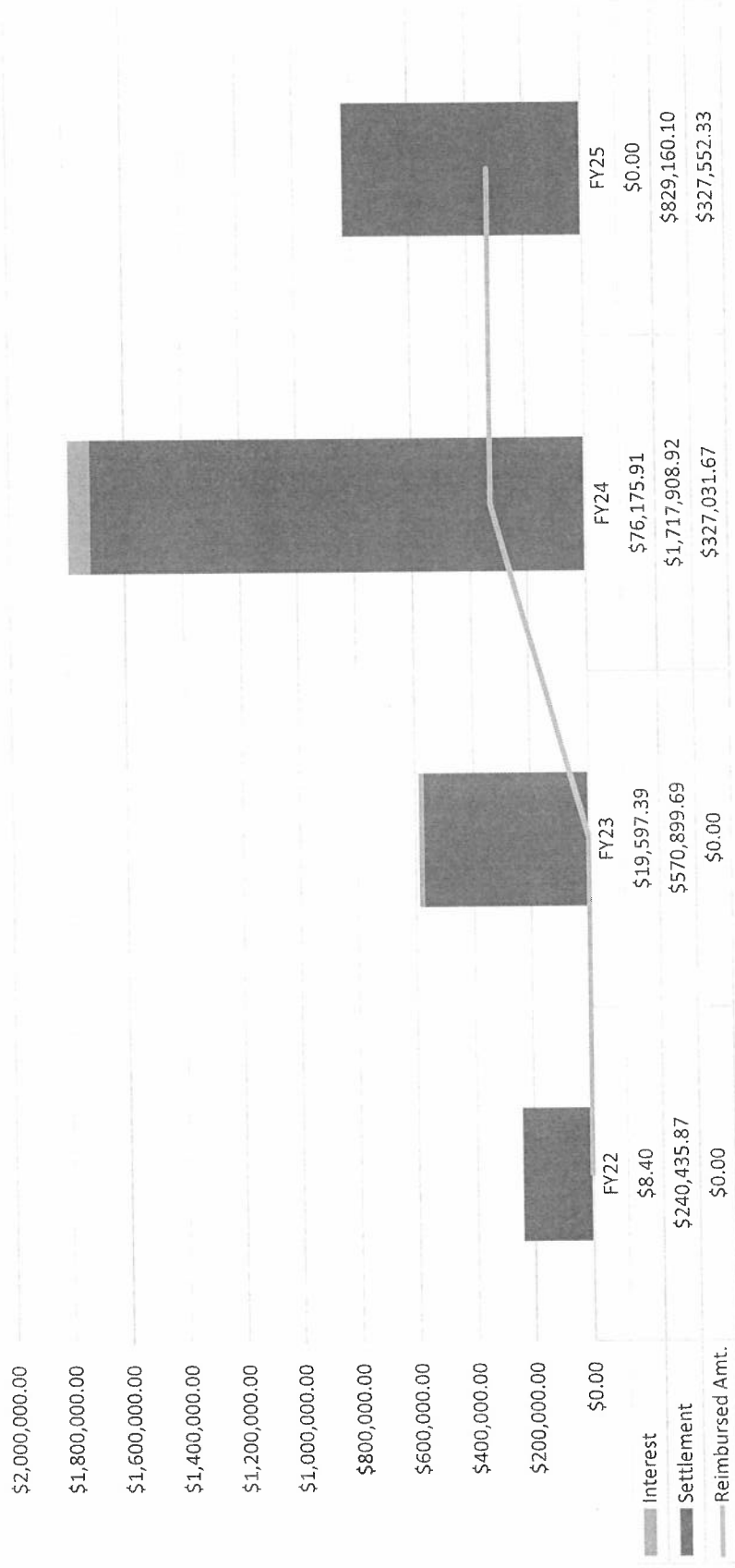
Source: ncopioidsettlement.org/data-dashboards/payment-schedule/

Estimated average funding over 17 years = \$690,176.41 (\$11,732,999/17 years)

1976

Opioid Settlement Funds Received to Date

Opioid Settlement Funds Received as of 2/18/25



Received \$3,358,404.58 in Settlement Funds and \$95,781.70 in Interest as of 2/18/25 - Total **\$3,454,186.28**
 Resolution amount \$946,861. Reimbursed amount \$654,584.

Board Chose - Option A Strategies

1. Collaborative strategic planning
2. Evidence-based addiction treatment
3. Recovery support services
4. Recovery housing support
5. Employment-related services
6. Early intervention
7. Naloxone distribution
8. Post-overdose response team
9. Syringe Service Program
10. Criminal justice diversion programs
11. Addiction treatment for incarcerated persons
12. Reentry Programs



Opioid Settlement Allocations & Spending

	*Resolution Amount	Reimbursed Amount	Amount Remaining
<u>Strategy 3 - Recovery Support Services</u>			
Adult & Teen Challenge	\$244,985	\$194,985	\$50,000
First Health	\$180,963	\$97,996	\$82,967
Samaritan Colony	\$287,147	\$181,362	\$105,785
Subtotal Strategy 3	\$713,095	\$474,343	\$238,752
<u>Strategy 4 - Recovery Support Housing</u>			
Adult & Teen Challenge	\$45,000	\$33,538	\$11,462
Samaritan Colony	\$90,733	\$77,070	\$13,663
Subtotal Strategy 4	\$135,733	\$110,608	\$25,125
<u>Strategy 6 - Early Intervention</u>			
Boys & Girls Club	\$47,012	\$47,012	\$0 Contract Closed
Subtotal Strategy 6	\$47,012	\$47,012	\$0
<u>Strategy 7 - Naloxone</u>			
First Health	\$51,021	\$22,621	\$28,400
Subtotal Strategy 7	\$51,021	\$22,621	\$28,400
Total	\$946,861	\$654,584	\$292,277

*Resolution Amount represents open resolutions and expended amount.

Current Partner Requests for Next Round of Funding

Existing Partners	Strategy 3 - Recovery Support Services	Strategy 4 - Recovery Support Housing	Strategy 5 - Employment Related Services	Strategy 6 - Early Intervention	Strategy 7 - Naloxone	Total
Adult & Teen Challenge of the Sandhills	\$479,457					\$479,457
Boys & Girls Club				\$132,866		\$132,866
First Health	\$106,500		\$1,478		\$26,650	\$134,628
Samaritan Colony	\$210,587	\$29,413				\$240,000
Total	\$796,544	\$29,413	\$1,478	\$132,866	\$26,650	\$986,951

Deadline for requests was March 31, 2025.

1980

Others that have expressed Interest in Opioid Settlement Funds

- Life Springs Dream Center
- Acadia (Pinehurst Comprehensive Treatment Center)
- Partners for Children – Smart Start
- Solas Health
- Rise Up Moore
- Changing Destinies Ministries and Place of Grace in Rockingham
- The Place to Heal
- Task Force and R&R recommended 2nd RFP

1981

Discussion



County of Moore
— North Carolina —

RESOLUTION: IN SUPPORT OF NORTH CAROLINA SENATE BILL 248

WHEREAS, the North Carolina Association of Registers of Deeds (NCARD) has consistently advocated for legislative improvements to enhance access to vital records for all North Carolina citizens, including individuals who have been adopted; and

WHEREAS, North Carolina Senate Bill 248 has been introduced to authorize Register of Deeds offices across the state to issue birth records for adopted individuals, thereby improving access to these critical documents at the local level; and

WHEREAS, under current law, once an individual is adopted, their original birth certificate is removed from county records and returned to the North Carolina Office of Vital Records (NCOVR) in Raleigh, requiring adoptees to navigate a centralized and often cumbersome process to obtain a copy of their birth record. This process not only results in significant delays and administrative challenges but also imposes higher costs on adopted individuals compared to standard birth certificate requests. By enabling local Register of Deeds offices to issue these records, Senate Bill 248 would provide a more cost-effective and efficient solution for adoptees; and

WHEREAS, the existing process places unnecessary burdens on adopted individuals, causing delays and administrative challenges that hinder timely access to essential personal documentation; and

WHEREAS, the implementation of the North Carolina Database Application for Vital Events (NCDAVE) system has already enabled Register of Deeds offices to provide access to statewide birth and death records, yet adopted individuals remain excluded from this improved service; and

WHEREAS, the passage of Senate Bill 248 would modernize and streamline government services by allowing adopted individuals to obtain their birth records from their local Register of Deeds office, reducing wait times, increasing efficiency, lowering costs, and ensuring equitable access to vital records; and

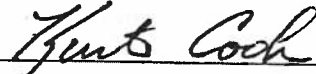
WHEREAS, the Moore County Board of Commissioners and the Moore County Register of Deeds recognize the fundamental importance of ensuring equal access to vital records for all residents and fully support the efforts of NCARD in advocating for this crucial legislative reform;

NOW, THEREFORE, BE IT RESOLVED that the Moore County Board of Commissioners Deeds formally express their strong support for Senate Bill 248 and urge its prompt passage by the North Carolina General Assembly.

1983

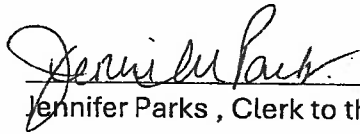
BE IT FURTHER RESOLVED that copies of this resolution be distributed to the North Carolina General Assembly representatives for Moore County, the North Carolina Association of Registers of Deeds, and Moore County Register of Deeds to emphasize the importance of this legislation and encourage statewide support.

Adopted this 1st day of April 2025.



Kurt Cook, Chairman
Moore County Board of Commissioners

ATTEST:


Jennifer Parks, Clerk to the Board

**Memorandum of Understanding
Between
the County of Moore
And
the Pinehurst, Southern Pines, Aberdeen Area
Convention & Visitors Bureau**

This Memorandum of Understanding is entered into the 31st day of March 2025, between the County of Moore (the "County"), a political subdivision of the State of North Carolina, and the Convention & Visitors Bureau (the "CVB").

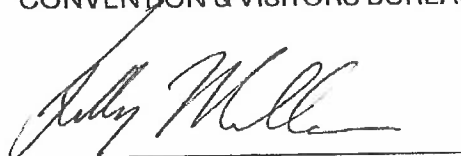
The County will consider increasing the occupancy tax rate up to and including 3% by with the understanding that the CVB will not provide funding to the Moore County Airport for a commercial airline(s).

The CVB understands that if the CVB provides funding to the Moore County Airport for a commercial airline(s), the Moore County Board of Commissioners may repeal the additional occupancy tax rate increase.

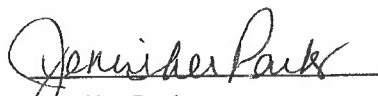
COUNTY OF MOORE

CONVENTION & VISITORS BUREAU


Kurt Cook, Chairman
Board of Commissioners


Kelly Miller, CVB Board Chairman

ATTEST:


Jennifer Parks
Clerk to the Board

