

NORTH CAROLINA ALLIANCE OF PUBLIC HEALTH AGENCIES, INC. (NCAPHA)
CONTRACT

This Staffing Agreement ("Agreement") is entered into by and between Yadkin Human Services Agency (Client) and the North Carolina Alliance of Public Health Agencies, Inc. (Agency) for the purpose of using Alliance Staffing Professionals to provide professional services at Client's facility(ies).

1. DESCRIPTION OF SERVICES. Alliance Staffing will use its best efforts to recruit qualified Professionals in accordance with Client's specifications for staffing of Client's facility. Exhibit A sets forth the specific services to be furnished by Agency, together with current fees for these services.
2. ALLIANCE STAFFING PERSONNEL QUALIFICATIONS. Agency will provide Client with qualifications of the Alliance Staffing Professionals, including a completed application. When Alliance Staffing Personnel have been confirmed for an assignment with Client, Agency will provide Client with the requirements that can be found in Exhibit B.
3. COMPENSATION TO AGENCY. Agency will invoice Client for services rendered under this Agreement in accordance with the Schedule of Rates outlined in Exhibit A of this Agreement. Should Agency be required to pay Alliance Staffing Personnel any wage/hour penalty as required by state or federal law, such penalty shall be billed at the regular rate. Payment by Client shall be due upon receipt of an invoice from Agency. Information appearing on the invoice shall be deemed accurate and affirmed by Client unless Client notifies Agency in writing, specifying the particular error(s), omission(s), or objection(s). Failure to notify Agency within that time shall constitute a waiver of any objection thereto. Agency may impose a finance charge of one and one-half (1 ½) percent per month to all outstanding amounts unpaid by for thirty (30) days or more. In the event that any action is brought to enforce or interpret this Agreement, the prevailing party shall recover its costs and reasonable attorneys' fees in bringing such action.

The Client will also reimburse the Agency for advertising conducted while recruiting specific personnel when advertising is done at the request of the Client.

4. TERMINATION OF ASSIGNMENT. The assignment of Alliance Staffing Personnel will be terminated by Agency upon receipt of client's written request. If Alliance Staffing Personnel are terminated for cause, the Agency requires the Client provide in writing that the Alliance Staffing Personnel is incapable of performing the duties of the position, commits acts of professional negligence, is absent from the position without Client's permission during scheduled times, is insubordinate, engages in substance abuse, violates Client's express rules or regulations, is dishonest, engages in illegal discrimination towards staff patient(s) or legal guardian, loses license, becomes in poor standing with an applicable board or engages in other unprofessional conduct or breach of or neglect of duty. For any reasons other than those listed above, the Client agrees to give Agency sufficient written notice of cancellation of any Alliance Staffing Personnel at least fifteen (15) days in advance.

To the extent permitted by law, Client shall indemnify Agency for all costs, liabilities or losses associated with defending any charge, complaint, claim, action, cause of action or suit (hereinafter collectively referred to as "claim(s)") by (1) any governmental or administrative agency and/or (2) any Alliance Staffing Personnel or anyone acting on his/her behalf, in which Client's action/inaction has given rise to, in whole or in part, the underlying claim. This may include, but is not limited to, claims for breach of contract, defamation, invasion of privacy, intentional or negligent infliction of emotional distress, wrongful discharge, discrimination, harassment, retaliation, or any federal, state or other governmental statute or regulation. In the event that any action is brought to enforce or interpret this Agreement, the prevailing party shall recover its costs and reasonable attorneys' fees in bringing such action.

To the extent permitted by law, Agency shall indemnify Client for all costs, liabilities or losses associated with defending any charge, complaint, claim, action, cause of action or suit (hereinafter collectively referred to as "claim(s)") by (1) any governmental or administrative agency and/or (2) any Alliance Staffing Personnel or anyone acting on his/her behalf, in which Agency's action/inaction has given rise to, in whole or in part, the underlying claim. This may include, but is not limited to, claims for breach of contract, defamation, invasion of privacy, intentional or negligent infliction of emotional distress, wrongful discharge, discrimination, harassment, retaliation, or any federal, state or other governmental statute or regulation. In the event that any action is brought to enforce or interpret this Agreement, the prevailing party shall recover its costs and reasonable attorneys' fees in bringing such action.

5. **TIMESHEETS AND REPORTING OF HOURS WORKED.** Client shall report all hours worked for each pay period within two business days following the close of the pay periods. Pay periods are defined as first (1st) through fifteenth (15th) of the month and the sixteenth (16th) through the last day of the month.
6. **MEDICARE ACCESS.** In compliance with Section 420.302(b) of the Medicare regulations, until the expiration of four years after the furnishing of services provided under this Agreement, Agency will make available to the Secretary, U.S. Department of Health and Human Services, the U.S. Comptroller General, and their representatives, this Agreement and all books, documents and records necessary to certify the nature and extent of the costs of those services.
7. **EQUAL EMPLOYMENT OPPORTUNITY POLICY.** All parties acknowledge that they are equal opportunity employers and agree that they do not and will not discriminate against, harass, or retaliate against any employee or job applicant on the basis of race, color, religion, sex, national origin, age, disability, veteran status, sexual orientation, gender identity, or any other status or condition protected by applicable federal, state or local laws.

Client agrees that it will promptly investigate allegations of discrimination, harassment, and retaliation. Client further agrees that it will report to Agency any suspected discrimination, harassment and/or retaliation either by or against Alliance Staffing Personnel immediately.

8. NOTICES. All notices, demands, requests or other instruments which may be or are required to be given hereunder shall be in writing and sent to the addresses set forth below, by hand delivery, certified mail – return receipt requested, or via overnight courier, postage prepaid.

AGENCY: NC Alliance of Public Health Agencies, Inc.
222 N. Person Street, Ste. 208
Raleigh, NC 27601

CLIENT: Yadkin County Human Services Agency
PO Box 548
Yadkinville, NC 27055

The addresses provided herein are conclusively deemed to be valid, and notice given in compliance with this paragraph shall be conclusively presumed to be proper and adequate, unless a written change of address is provided to all Parties.

9. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties and supersedes all prior oral and written agreements, understandings, commitments and practices between the parties. No amendments to this Agreement may be made except by written agreement.
10. PERFORMANCE EVALUATION. Client agrees to complete a written evaluation regarding the performance of each Agency employee assigned to them as needed and/or upon completion of their assignment after at least one year of service, at their discretion, and to forward this evaluation to Agency Human Resources Director. Client may choose to complete the performance evaluation provided by the Agency or a comparable form of their choosing.
11. CONFIDENTIAL INFORMATION. The Parties shall comply with HIPAA regulations, keep confidential all Confidential Information of Agency, and shall not use or disclose such Confidential Information either during or at any time after the term of this Agreement, without Agency's express written consent, unless required to do so by law, court order or subpoena in which case Client shall not disclose such information until it has provided advance notice to Agency such that Agency may timely act to protect such disclosure. For purposes of this provision, "Confidential Information" means non-public information about Agency and its employees that is disclosed or becomes known to Client as a consequence or through its activities under this Agreement, including, but not limited to, matters of a business nature, such as Alliance Staffing Personnel and prospective Alliance Staffing Personnel names and information, bill rates, compensation and benefits packages and structure, hiring decision-making process, hiring needs and/or requests for placement, costs, profits, margins, markets, sales, business processes, information systems, and any other information of a similar nature.
12. CONSENT TO FAX, CALL, EMAIL. In order to ensure that Agency is in compliance with all FCC regulations, Client hereby expressly grants permission to Agency to

telephone and email Client and its employees, and to send any and all future facsimile communications to all Client fax numbers.

13. **TERMS.** The term of this Agreement shall be for a period of one (1) year, ending **June 30, 2017**. Either party may terminate the contract at any time upon provision of thirty (30) days written notice to the other party, provided however, all Alliance Staffing Personnel currently confirmed for an assignment, or at work on an assignment, will be permitted to complete their assignments, in accordance with the terms of this Agreement.

14. **CLIENT TRAINING.** Client agrees to comply with OSHA Bloodborne Pathogen Exposure Control regulations found under OSHA Standard 29 C.F.R.e.1910. The Client certifies that it has developed and follows an Exposure Control Plan in conformance with those regulations. At the time of initial assignment to tasks where occupational exposure may occur, Client will provide the Alliance Staffing Personnel with training in compliance with OSHA Standard 29 C.F.R.e.1910. Client agrees to provide post exposure evaluation and follow-up pursuant to OSHA Standard 29 C.F.R.e.1910, if an exposure incident occurs to any Alliance Staffing Personnel. Client agrees to provide copies of all records of post-exposure care to Agency.

Client agrees to orient Alliance Staffing Personnel to Client's policies, procedures, operations and OSHA/Infection Control procedures, and inform the Agency of training dates and any changes in the Client's policies and procedures.

15. **INDEMNIFICATION.** To the extent permitted by law, Client agrees to indemnify and hold harmless Agency for any and all administrative fines, legal judgments, damages, attorney's fees, or costs resulting from lawsuits or administrative enforcement actions, which it may suffer, sustain, or become subject to as a result of any act or omission of the Client or the Client's officers, employees, agents or servants in performing its duties hereunder.

To the extent permitted by law, the Agency agrees to indemnify and hold harmless Client for any and all administrative fines, legal judgments, damages, attorney's fees or costs resulting from lawsuits or administrative enforcement actions, which it may suffer, sustain, or become subject to as a result of any act or omission of the Agency or the Agency's officers, employees, agents or servants in performing its duties hereunder.

AGREED AND ACCEPTED

IN WITNESS WHEREOF, the parties have caused their duly authorized officials to execute this Agreement on the date indicated above.

AGENCY:

By: Joanne Brasington
Date: 9/22/16

CLIENT:

By: Gina Hughes
Date: 11-8-16

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

Client Finance Director:

Gary Groce

Digitally signed by Gary
DN: cn=Gary, o=Finance, ou=Yadkin Co,
email=ggroce@yadkincountync.gov, c=US
Date: 2016.11.01 13:37:05 -04'00'



NC Alliance of Public Health Agencies, Inc.

Alliance Staffing

222 N. Person St, Suite 208, Raleigh, NC 27601

www.ncapha.org

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Agreement") confirms the agreement between the North Carolina Alliance of Public Health Agencies, Inc. (NCAPHA) and the Yadkin County Health Department (LHD) for providing Medicaid cost report consulting services. This agreement covers the period of July 1, 2016 through June 30, 2017. The specifics are as follows.

Objective:

To prepare and file an annual cost report to the NC Division of Medical Assistance and work to resolve prior years' cost settlements on behalf of all participating local health departments and to also work with the participating local health departments to refine their cost report data and the systems and procedures in place to produce the data.

1. NCAPHA will:

- Employ qualified staff to complete and file Local Health Department (LHD) cost reports in accordance to the State Plan Amendment Attachment 4.19 B Section 9.
- Follow approved lines of communication with regard to cost reporting.
- Provide LHD staff with appropriate training and instructions on completion of their Medicaid cost reports.
- Provide a comprehensive review and verify the accuracy of all information on all exhibits submitted by the LHD before completing/submitted Medicaid cost reports.
- Assure that the LHD Attestation/Certification Letter is signed before the Medicaid cost report is filed with the NC Division of Medical Assistance (DMA).
- Work with LHD and their practice management system vendors to reconcile any data/statistical reporting anomalies/problems related to reporting of services and costs.
- File for all participating NC LHD's, who have paid the annual assessed fee to the NCAPHA for cost reporting and settlement completion, an annual cost report with the NC Division of Medical Assistance (DMA) for a cost settlement for services rendered under the NC Medicaid program.
- Provide each LHD Finance Officer a copy of the Cost Report Summary that summarizes all aspects of the cost report once the report is completed.
- Agrees to participate in planning meetings with the NCALHD leadership and Chair of the Association's Policy and Finance Committee.

2. LHD's will:

- Follow all instructions given, complete in its entirety all templates and provide all data reports necessary for the completion of the Medicaid cost report in an accurate and timely manner.

- Agrees to meticulously maintain separate clinical programmatic cost accounts that can be easily reviewed and audited.
- Agrees to report all clinical service activity in the billing system and provide reports that identify all clinical services regardless of payor source by programmatic activity.
- Agrees to maintain a usual and customary charge and uniformly applied to all patients regardless of payor source.
- Work with consultant to address errors in data and to correct the data in a timely manner.
- Assure that consultant is aware of problems within the record keeping system that would cause data to be inaccurate.
- Review all cost reports/settlement reports in a timely manner for accuracy and completeness.
- Understands by signing the annual attestation letter required by CMS, the LHD has reviewed the completed cost report schedules and is held financially responsible for any misrepresentation of the data and cost being reported.

3. HIPAA Privacy Rules: NCAPHA agrees to comply with all HIPAA privacy rules as agreed upon in the Business Associate Agreement attached to this Agreement.

4. Term: LHDs will be charged a fee for the Medicaid consulting services provided by NCAPHA. The fees are determined by using a tiered fee schedule based on population data as shown below. Invoices will be sent on or before July 1 and payment is due upon receipt.

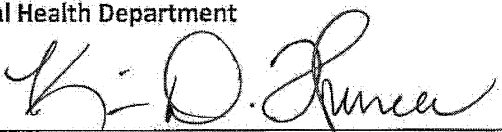
| Population | Fee |
|-------------|----------|
| 0 - 50k | \$ 2,000 |
| 50k - 100k | 2,500 |
| 100k - 150k | 2,750 |
| 150k - 200k | 3,000 |
| 200k | 3,250 |
| 300k | 3,500 |
| 500k | 3,750 |
| > 1 mil | 4,000 |

5. Cancellation: This agreement can be cancelled by either party. If either party cancels the agreement fees will be refunded on a prorated basis as if the fee was earned evenly throughout the fiscal year, unless all or substantially all of the cost report work is done and then no fees will be refunded.

This Agreement and the attached Business Associate Addendum contain the entire understanding between the parties and supercedes all prior agreements and understandings relating to the subject matter of the Agreement.

I hereby agree to the terms as stated in this letter and certify that I have the authority to execute this Agreement on behalf of my organization as shown below.

Local Health Department



N.C. Alliance of Public Health Agencies, Inc.

Date

10/13/16

Signatures

10-13-16

Date

**NC ALLIANCE OF PUBLIC HEALTH AGENCIES, INC.
BUSINESS ASSOCIATE ADDENDUM TO THE MEMORANDUM OF
UNDERSTANDING**

This Agreement is made effective the 1st day of July, 2016, by and between Yadkin County Human Services Agency ("Covered Entity") and the North Carolina Alliance of Public Health Agencies, Inc. ("Business Associate") (collectively the "Parties".)

1. BACKGROUND

- a. Covered Entity and Business Associate are parties to a Memorandum of Understanding, entitled "Agreement" (the "MOU"), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. Covered Entity is a local health department 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 Addendum to the MOU 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 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.

PERMITTED USES AND DISCLOSURES

- j. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the MOU 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 MOU, 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.
- k. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the MOU 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.
- l. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the MOU 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).
- m. 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 MOU or other applicable law or agreements.

4. TERM AND TERMINATION


- a. **Term.** This Agreement shall be effective as of the effective date stated above and shall terminate when the MOU 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 MOU 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.

5. GENERAL TERMS AND CONDITIONS

- a. This Agreement amends and is part of the MOU.
- b. Except as provided in this Agreement, all terms and conditions of the MOU 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 MOU, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the MOU 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 MOU for cause.

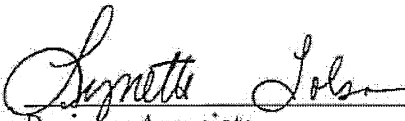
LOCAL SIGNATURE



Health Director
Covered Entity (Local Health Department)

10/13/16
Date

NC Alliance of Public Health Agencies, Inc.



Business Associate
(NCAPHA)

10-13-16
Date

RFP Number (if applicable): _____

Name of Vendor or Bidder: North Carolina Alliance of Public Health Agencies

**IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 143C-6A-5(a)**

As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

Joanne Brassington

Signature

9/22/16

Date

Joanne Brassington

Printed Name

Human Resources Director

Title

Notes to persons signing this form:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/iran and will be updated every 180 days.