# GENERAL CONTRACT COVER

This contract is hereby entered into by and between the North Carolina Department of Health and Human Services, Central Management and Support - Office of Rural Health (the "Division") and County of Wake, Wake County (the "Grantee") with Grantee Tax ID 566000347, Grantee FYE 6/30 (referred to collectively as the “Parties”).

1. **Contract Documents:**
This contract consists of the following documents, which are incorporated herein by reference:

(a) This contract cover
(b) The General Terms and Conditions
(c) Scope of Work
(d) Performance Measures Chart
(e) The Line Item Budget
(f) State Certification

**Incorporated By Reference**
The following documents are reference materials and are available by going to the following website, Open Window (https://openwindow.ncdhhs.gov/index.aspx?pid=doc_ReferenceLinks ).

(a) Travel: Policies Governing Travel Related Expenses for Grantees
(b) General Statutes G.S.143C6 NonState Entities Receiving State Funds
(c) Subchapter 03M Uniform Administration of State Grants

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

2. **Precedence Among Contract Documents:**
In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in the contract document section, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple contract amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

3. **Effective Period:**
This contract shall be effective on 7/1/2026 and shall terminate on 6/30/2027, with the option to extend, if mutually agreed upon, through a written amendment as provided for in the General Terms and Conditions.

4. **Grantee’s Duties:**
The Grantee shall provide the services as described in the scope of work and in accordance with the approved budget.

5. **Division’s Duties:**
The Division shall pay the Grantee in the manner and in the amounts specified in the contract documents. The total amount paid by the Division to the Grantee under this contract shall not exceed $150,000. This amount consists of $150,000 in State funds, $0 in Local funds, $0 in Other funds and $0 in Federal funds.

The total contract amount is $150,000.

| Acct | Budget/Fund | AMU/RCC | Year | Federal | State | County/Local | Other |
|---|---|---|---|---|---|---|---|
| 56400032 | 131212 / 1169 | 2035141 | 1 | $0.00 | $150,000.00 | $0.00 | $0.00 |

6. **Conflict of Interest Policy:**
   The division has determined that this contract is not subject to N.C.G.S. 143C-6-22 & 23.

7. **Reversion of Unexpended Funds:**
   Any unexpended grant funds shall revert to the Division upon termination of this contract.

8. **Grants:**
   The Grantee has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this contract.

**9. Reporting Requirements:**
Local governmental grantees funded by state or federal pass-through funds are subject to N.C.G.S §159-34 and must submit an audit report to the Local Government Commission accordingly.

All Grantees funded by federal pass-through funds are also subject to reporting requirements in the Code of Federal Regulations, 2CFR Part 200, Subpart D and F, including § 200.303 Internal controls and §§ 200.331-333 Subrecipient Monitoring and Management. Grantees that receive an amount equal to or greater than the applicable audit threshold in federal funds, either direct or pass-through funds, must submit a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards (GAGAS), also known as a Yellow Book audit. The audit must be submitted to the Federal Audit Clearinghouse within 9 months of the Grantee's fiscal year end. Note: If a federal audit is required, the state audit requirements are met by submitting the required federal audit.

**10. Payment Provisions:**
Upon execution of this contract, the Grantee shall submit to the Division contract administrator, a monthly reimbursement request for services rendered the previous month by the 10th of each month and, upon approval by the Division, receive payment within 30 days. The Division must make all payments to the Grantee by June 30. Therefore, the Grantee shall submit any adjusted reimbursement request for services, the final request for reimbursement and return any unearned funds, relating to this contract period, to the Division no later than June 10 of the current state fiscal year. The Division shall have no obligation for payment of reimbursement request received later than June 10. If this contract is terminated prior to the original end date, the Grantee is required to submit a final reimbursement report and to return any unearned funds to the Division within 30 days of the contract termination date or no later than June 10. All payments are contingent upon fund availability.

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

For the Division:

| IF DELIVERED BY US POSTAL SERVICE | IF DELIVERED BY ANY OTHER MEANS |
|---|---|
| Jennifer Yon-Utley, Admin Specialist II<br>Central Management and Support - Office of Rural Health<br>1915 Health Services Way<br>Raleigh, NC 27607<br><br>**Telephone :** (919)-527-6440<br>**Fax:** ()--<br>**Email:** jennifer.yonutley@dhhs.nc.gov | Jennifer Yon-Utley, Admin Specialist II<br>Central Management and Support - Office of Rural Health<br>1915 Health Services Way<br>Raleigh, NC 27607 |

For the Grantee:

| IF DELIVERED BY US POSTAL SERVICE | IF DELIVERED BY ANY OTHER MEANS |
|---|---|
| Rebecca Sykes, Dental Director<br>Wake County | Rebecca Sykes, Dental Director<br>Wake County |

| | |
|---|---|
| Wake County Public Health Center, 200 Swinburne Street<br>Raleigh, NC 27610<br><br>**Telephone:** (919)-250-3923<br>**Fax:** ()--<br>**Email:** Rebecca.Sykes@wake.gov | Wake County Public Health Center, 200 Swinburne Street<br>Raleigh, NC 27610 |

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

**13. Disbursements:**
As a condition of this contract, the Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:

(a) Implement adequate internal controls over disbursements;
(b) Pre-audit all vouchers presented for payment to determine:
- Validity and accuracy of payment
- Payment due date
- Adequacy of documentation supporting payment
- Legality of disbursement

(c) Assure adequate control of signature stamps/plates;
(d) Assure adequate control of negotiable instruments; and
(e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

**14. Outsourcing to Other Countries:**
The Grantee certifies that it has identified to the Division all jobs related to the contract that have been outsourced to other countries, if any. The Grantee further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the Division.

**15. Other Requirements:**
Any changes to the Scope of Work, personnel, performance measures, project period or budget must be requested in writing by the Grantee, and written approval granted by the Division. Approved changes that exceed 15% of any budgeted line item, will require a formal contract amendment, except for salary and fringe. Any changes to salary and fringe benefits over the budgeted line items must be approved and will require a formal contract amendment.

**PRIVACY AND SECURITY OFFICE (PSO) TERMS AND CONDITIONS**

**1. COMPLIANCE WITH APPLICABLE LAWS**

In addition to the requirements in the Compliance with Applicable Laws paragraph of the General Terms and Conditions, the Grantee shall comply with all electronic storage standards concerning privacy, data protection, confidentiality, and security including those of federal, state, and DHHS having jurisdiction where business services are provided for accessing, receiving, or processing all confidential information.

**2. NC STATE AND NC DEPARTMENT OF HEALTH AND HUMAN SERVICES PRIVACY AND SECURITY REQUIREMENTS**

The Grantee shall implement internal data security measures, and other industry security best practices utilizing appropriate hardware and software necessary to monitor, maintain, and ensure data integrity in accordance with all applicable federal regulations, state regulations, DHHS privacy and security policies, and local laws. The Grantee will maintain all privacy and security safeguards throughout the term of this agreement. In addition, the Grantee agrees to maintain compliance with the following:

NC DHHS Privacy Manual and Security Manual, both located online at:
https://policies.ncdhhs.gov/departmental/policies-manuals/section-viii-privacy-and-security

NC Statewide Information Security Manual, located online at:

https://it.nc.gov/statewide-information-security-policies

**3. CONFIDENTIALITY**

In addition to the requirements in the Confidentiality paragraph of the General Terms and Conditions, the Grantee shall protect the confidentiality of all information, data, instruments, documents, studies, or reports given to the Grantee under this Contract in accordance with the standards of the DHHS PSO and adhere to DHHS privacy and security policies, applicable local laws, state regulations, and federal regulations including: the Privacy Rule at 45 C.F.R. Parts 160 and 164, subparts A and E , Security Standards at 45 C.F.R. Parts 160, 162 and 164, subparts A and C ("the Security Rule"), and the applicable provisions of the Health Information Technology for Economic and Clinical Health Act (HITECH).

**4. DATA SECURITY**

In addition to the requirements in the Data Security paragraph of the General Terms and Conditions, in the event the Grantee obtains written consent by a DHHS Division or Office to enter into a third-party agreement to whom the Grantee provides confidential information, the Grantee shall ensure that such agreement contains provisions reflecting obligations of data confidentiality and data security stringent as those set forth in the Contract.

**5. DUTY TO REPORT**

In addition to the requirements in the Duty to Report paragraph of the General Terms and Conditions and any DHHS PSO notification requirements in a Business Associate Agreement (BAA) with a DHHS Division or Office, the Grantee shall (1) report all suspected and confirmed privacy/security incidents or privacy/security breaches involving unauthorized access, use, disclosure, modification, or data destruction to the DHHS Privacy and Security Office at https://www.ncdhhs.gov/about/administrative-divisions-offices/office-privacy-security the Division Contract Administrator within twenty-four (24) hours after the incident is first discovered. (2) If the privacy or security incident involves Social Security Administration (SSA) data or Centers for Medicare and Medicaid Services (CMS) data, the Grantee shall report the incident within one (1) hour after the incident is first discovered. At a minimum, such privacy and security incident report will contain to the extent known: the nature of the incident, specific information about the data compromised, the date the privacy or security incident occurred, the date the Grantee was notified, and the identity of affected or potentially affected individual(s). (3) During the performance of this contract, the Grantee is to notify the DHHS Privacy and Security Office of any contact by the federal Office for Civil Rights (OCR) received by the Grantee. In addition, the Grantee will reasonably cooperate with DHHS Divisions and Offices to mitigate the damage or harm of such security incidents.

**6. ENCRYPTION**

The Grantee shall implement a strong encryption algorithm that meets industry encryption standard criteria as defined by NIST and HIPAA Security Standards to encrypt all confidential information including protected health information (PHI) and personally identifiable information

(PII) while in transit to ensure data confidentiality and security.

**7. SUBCONTRACTING**

In addition to the requirements in the Subcontracting paragraph of the General Terms and Conditions, if a subcontractor or subgrantee is used in the performance of this Contract, the Grantee must include, without modification, all the DHHS PSO Terms and Conditions in each subcontract or subaward.

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

Signatures follow on next page

17. **Electronic Signatures:**
The parties agree that this Contract may be executed by electronic signature and with equal validity, authenticity, enforceability, and admissibility as a handwritten signature. Each party will retain one fully executed copy of the Contract.

**County of Wake, Wake County**

| | |
|---|---|
| Signature | Date |
| Rebecca Kaufman | Director of Public Health |
| Printed Name | Title |

**Central Management and Support - Office of Rural Health, North Carolina Department of Health and Human Services**

| | |
|---|---|
| Authorized Signature | Date |
| Printed Name | Title |

## GENERAL TERMS AND CONDITIONS

### Relationships of the Parties

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

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

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

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

### Indemnity and Insurance

**Indemnification:** The Grantee agrees to indemnify and hold harmless the Division, the State of North Carolina, and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Grantee in connection with the performance of this contract to the extent permitted by law.

### Default and Termination

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

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

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

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

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

**Survival of Promises:** All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless

superseded by applicable Federal or State statutes of limitation.

### Intellectual Property Rights

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

### Compliance with Applicable Laws

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

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

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

### Confidentiality

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

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

**Duty to Report:** The Grantee shall report a suspected or confirmed security breach to the Division's Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Grantee shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered. During the performance of this contract, the grantee is to notify the Division contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the grantee.

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

### Oversight

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

**Record Retention:** See schedule for record retention for instructions on disposal timeframes. (https://www.ncdhhs.gov/about/administrative-offices/office-controller/records-retention)

### Miscellaneous

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

**Amendment**: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Division and the Grantee. The Purchase and Contract Divisions of the NC Department of Administration and the NC Department of Health and Human Services shall give prior approval to any amendment to a contract awarded through those offices.

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

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

**Gender and Number:** Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.

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

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

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

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

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

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

## Scope of Work

## SFY 2027 Year 3 Community Health Grant

### Section 1 - Background:

Access to health services remains a serious problem faced by North Carolina's medically vulnerable residents. Established in 2004 by the North Carolina General Assembly, the Community Health Grant Program funds safety net organizations that provide primary and preventive medical services to uninsured or medically indigent patients and serve as a medical home for these vulnerable populations.

The Grantee is an eligible, primary care provider that serves as a medical home for uninsured and medically indigent patients. The Grantee is a Health Department that serves low-income, uninsured, and homeless populations in Wake County through five clinic sites, offering primary medical, dental, and behavioral health services on a reduced or sliding fee basis for those who qualify. This contract supports the Grantee's efforts to provide primary and preventive medical services and serve as a medical home to uninsured or medically indigent patients by assisting the Grantee with funding for uninsured, Wake County children to receive preventative dental services and dental education at Wake County Regional Centers.

### Section 2 – Purpose

The purpose of this contract is to provide Community Health Grant funding to the Grantee to support its primary and preventive medical care services to uninsured and medically indigent patients. Through this Year 3 Award (Note: All awards are based on the ORH Application Award letter, contingent upon availability of funds and contingent upon compliance with contract requirements), the Grantee enables the Division to meet its mission of providing access to care to rural or underserved populations who would otherwise be unable to receive primary care services due to geographic, economic, or other barriers.

The Grantee will use funding to support efforts to provide patients with access to primary health care services they could not otherwise afford by funding salary and fringe benefits for Dentists, Dental Hygienists, and support staff, as well as fund medical supplies, dental screening supplies, and patient education materials as detailed in the contract budget and necessary to provide care and improve patient and population health.

### Section 3 - Performance Requirements

The Grantee will:

1. Provide primary and preventive health care services to uninsured and medically indigent patients and serve as a medical home to these vulnerable populations.
2. Define the medically indigent population as those whose incomes are at or below 200% of the federal poverty level.
3. Utilize grant funds to support the provision of care to patients as described in the Grantee's Scope of Work and in accordance with the contact budget.
4. Submit a final report documenting the number of full-time equivalent (FTE) positions supported by these funds as a part of the contract closeout process.
5. Submit a monthly expense report, in a format specified by the Division, for reimbursement and in accordance with Section 6 (Reimbursement).
6. Submit performance measures and reports, at a frequency established by the Division and described in Section 4 (Performance Standards), throughout the grant term.
7. Use an electronic financial software application for the Grantee's practice (EXCEL spreadsheets are not an acceptable format).
8. Comply with ORH's policies and procedures for contract development, execution, and management.

**Section 4 - Performance Standards**

1. The Division will send the Grantee surveys to complete, detailing the Grantee's performance during specific periods of the contract term ("performance report"). The Grantee shall submit these performance reports following the documented schedule for each performance measure. Performance measures will be reported quarterly, semi-annually, or annually (at contract closeout).

2. The Grantee shall maintain all relevant records (e.g., invoices, payroll records, de-identified patient data, etc.) as described in the General Terms and Conditions and in accordance with the approved budget and performance measures. The Grantee shall make such records available to the Division upon the Division's request.

**Section 5 - Performance Monitoring/Quality Assurance Plan**

1. The Division will monitor the contract per the following plan:

   a. **Performance reporting**: The Division will review performance and other required reports to measure the Grantee's progress towards meeting the performance targets and objectives. Failure of the Grantee to submit reports within the agreed-upon timeframes will result in a corrective action plan, up to and including suspension of funding.

   b. **On-site/Virtual reviews and/or desk reviews**: The Division will conduct on-site/virtual reviews, interview Grantee staff regarding program goals, expenditures, accomplishments, and barriers, as well as review key performance and financial documentation to ensure compliance with the contract terms.

   c. **Other periodic contact with Grantee, consulting and referring sites/providers**: The Division will schedule meetings, teleconferences, and other periodic contact with all stakeholders to facilitate participation, review progress, and discuss any questions that may arise.

2. If the Division determines that the Grantee's contract performance is out of compliance, the Division will work with the Grantee to correct any deficiencies. If performance issues are not resolved within thirty (30) days of an identified deficiency, a corrective action plan will be developed and implemented within the ensuing thirty (30) days. The Grantee's failure to resolve deficiencies within the timeframe prescribed in the corrective action plan may result in the Division's suspension of funding or other alternative management decisions.

**Section 6 - Reimbursement**

Community Health Grant funds may only be reimbursed upon submission of a completed monthly expense report that accurately reflects expenditures for items in the approved contract budget. The Grantee must include receipts with its monthly expense reports when requesting reimbursement for capital expenditures. Receipts for any expenses may be requested by the Division at any time for any requested reimbursement. Monthly reimbursement requests must be completed and returned to the Division in the format specified by the Division by the 10th of the month to ensure timely payment.

**PERFORMANCE MEASURES CHART**

The Department of Health and Human Services uses performance measures rubrics as a tool to determine the success of a project and how well services and products are being delivered. Together they enable the Department to gauge efficiency, determine progress toward desired results and assess whether the Department is on track with meeting its goals. The Grantee shall adhere to all the performance requirements/standards in the scope of work, including performance measures in the performance measures chart below.

| | | | |
|---|---|---|---|
| **Measure Type** | Output | **Reporting Frequency** | Annual |
| **Measure** | Number of unduplicated patients served | | |

| | | | |
|---|---|---|---|
| **Budget Year** | 1 | **Trend** | Increase |
| **Baseline Value** | 760 | | |
| **Target Value** | 860 | | |
| **Data Source** | Grantee's Electronic Health Record system | | |
| **Collection Process and Calculation** | Grantee will generate reports from Electronic Health Records | | |
| **Collection Frequency** | Quarterly | | |

## LINE ITEM BUDGET

**This begins the line item budget for year 1**

| Budget Detail - Year 1 | | | |
|---|---|---|---|
| **Category** | **Item** | **Narrative** | **Amount** |
| Salary\Wages | | Dental Hygienist - Outreach salary = $58,792<br>Patient Access Rep salary = $2,772<br>Dental Hygienist 1 salary = $9,181<br>Dental Hygienist 2 salary = $8,736<br>Dentist 1 salary = $5,327<br>Dentist 2 salary = $5,758<br>Dentist 3 salary = $7,295 | $97,861.00 |
| Fringe Benefits | | Dental Hygienist - Outreach fringe = $23,013<br>Patient Access Rep fringe = $1,263<br>Dental Hygienist 1 fringe = $4,058<br>Dental Hygienist 2 fringe = $3,626<br>Dentist 1 fringe = $1,770<br>Dentist 2 fringe = $1,880<br>Dentist 3 fringe = $2,038 | $37,648.00 |
| Other | | | $0.00 |
| Supplies and Materials | Other | Medical Supplies shall include: prophy angles and paste, fluoride varnish, floss, toothbrush kits, saliva ejectors, chair covers, dental | $7,928.00 |

| Budget Detail - Year 1 | | | |
|---|---|---|---|
| **Category** | **Item** | **Narrative** | **Amount** |
| | | unit barriers, infection control/sterilization items, sealant material, etch, x-ray barriers, etc.<br><br>Average $661 per month x 12 months = $7,928 | |
| Supplies and Materials | Other | Patient Education Materials shall include: educational pamphlets, educational displays, ADA activity booklets and activity supplies, ADA full mouth model, dental hygiene supplies, etc.<br><br>Average $125 per month x 12 months = $1,500 | $1,500.00 |
| Supplies and Materials | Other | Dental Screening Supplies shall include: gloves, masks, tongue depressors, flashlight, toothbrush kits, etc.<br><br>Average $42 per month x 12 months = $500 | $500.00 |
| Supplies and Materials | Other | Office Supplies shall include: pens, folders, paper, etc. = $100. | $100.00 |
| Travel | Grantee Staff | Travel shall include: outreach to provide dental screenings and health education<br><br>Average 173 miles per month x 12 months = 2,076 miles.<br><br>2,076 miles x IRS 2026 mileage rate $0.725/mile = $1,503.00<br><br>Cost of travel, shall not exceed state rate, per diem or conference rate | $1,503.00 |

| Budget Detail - Year 1 | | | |
|---|---|---|---|
| **Category** | **Item** | **Narrative** | **Amount** |
| Utilities | Telephone | Utilities shall include: cell phone and Mifi (laptop wifi) expenses<br><br>$42/month x 12 months = $504 cell phone<br><br>$38 per month x 12 months = $456 Mifi | $960.00 |
| Repair and Maintenance | | | $0.00 |
| Staff Development | | Staff Development shall include Conferences & Trainings<br><br>Cost of travel, shall not exceed state rate, per diem or conference rate | $500.00 |
| Media/Communication | Advertising | Marketing-Community Awareness shall include printed marketing items, brochures, dental flyers and promotional items such as pens, pencils, lip balm etc.<br><br>Average $125 per month x 12 months = $1,500 | $1,500.00 |
| Dues and Subscriptions | | | $0.00 |
| Subcontracts and Grants | | | $0.00 |
| Match | | | $0.00 |
| Cost Per Service | | | $0.00 |

| Budget Detail - Year 1 | | | |
|---|---|---|---|
| **Category** | **Item** | **Narrative** | **Amount** |
| | | | |
| | | **Sub Total** | $150,000.00 |
| Indirect Cost | | | $0.00 |
| | | **Total Budget** | $150,000.00 |

| Subcontracting and Grants Budget Detail - Year 1 | | | |
|---|---|---|---|
| **Category** | **Item** | **Narrative** | **Amount** |
| | | | $0.00 |
| | | **Sub Total** | $0.00 |

**Salaries - Year 1**

| Persons | Position or Title | Annual Salary | Hourly Rate | Months | Work % | Fringe Amount Total | Fringe Percent Total | Total |
|---|---|---|---|---|---|---|---|---|
| 1 | Dental Hygienist - Outreach | $58,792.00 | 0.0000 | 12 | 100.00 % | $23,013.00 | $0.00 | $81,805.00 |
| 1 | Dental Hygienist 1 | $91,811.00 | 0.0000 | 12 | 10.00% | $4,058.00 | $0.00 | $13,239.00 |
| 1 | Dental Hygienist 2 | $58,240.00 | 0.0000 | 12 | 15.00% | $3,626.00 | $0.00 | $12,362.00 |
| 1 | Dentist 1 | $177,558.00 | 0.0000 | 12 | 3.00% | $1,770.00 | $0.00 | $7,097.00 |
| 1 | Dentist 2 | $191,935.00 | 0.0000 | 12 | 3.00% | $1,880.00 | $0.00 | $7,638.00 |
| 1 | Dentist 3 | $243,165.00 | 0.0000 | 12 | 3.00% | $2,038.00 | $0.00 | $9,333.00 |
| 1 | Patient Access Representative | $55,432.00 | 0.0000 | 12 | 5.00% | $1,263.00 | $0.00 | $4,035.00 |

# 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:

(a) He or she is a duly authorized representative of the Subrecipient named below;

(b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Subrecipient; and

(c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Subrecipient's Name: **Wake County Public Health**

Subrecipient's Authorized Agent: Signature W Patrick Flanary (DocuSigned by: 07578E64E6F6436...) Date 2/23/2026

Printed Name W. Patrick Flanary Title Chief Financial Officer

Witness: Signature Melissa England (DocuSigned by: 371BD5E3867E4CF...) Date 2/23/2026

Printed Name Melissa England Title Procurement Director

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