



REQUEST FOR APPLICATIONS (RFA)

2026 Person County High Impact Opioid Abatement Strategies

RFA Opioid Settlement

Date of Issue: September 1, 2026

Proposal Due Date: October 1, 2026

Background and Purpose

In 2017, Governor Roy Cooper launched the North Carolina (NC) Opioid Action Plan, which was updated as the NC Opioid Action Plan 2.0 in June 2019. The NC Opioid Action Plan advances various strategies for overdose prevention and response, including prevention, connections to care, and harm reduction. In May 2021, the plan was updated again to become NC's [Opioid and Substance Use Action Plan 3.0 \(OSUAP\)](#). The latest update included a broader focus on polysubstance use as well as centering on equity and lived experiences.

In July 2021, NC Attorney General Josh Stein announced a historic national settlement agreement with companies engaged in the manufacturing, distribution, and dispensing of opioids. These agreements will bring much needed resources to communities impacted by the opioid overdose epidemic. The allocation, use, and reporting of funds stemming from these national settlement agreements and bankruptcy resolutions ("Opioid Settlement Funds") are governed by the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation ("[NC MOA](#)") and the Supplemental Agreement for Additional Funds from Additional Settlements of Opioid Litigation ("SAAF").

The NC MOA directs how opioid settlement funds are distributed and used in our state. To maximize funds flowing to NC communities, the MOA allocates 15 percent of settlement funds to the State and sends the remaining 85 percent to NC's 100 counties and 17 municipalities.

The overdose death rate in Person County was 25.3 out of 100,000 people in 2025. This represents 10 people in Person County who died from overdose in that year.¹ For every death, there are more non-fatal overdoses. While we are not able to capture all opioid overdoses, emergency department visits for overdoses are one way to measure the number of overdoses happening. The estimated overdose emergency department visit rate in Person County was 104.6 out of 100,000 people in 2026. This represents 42 emergency department visits by Person County residents for overdose in that year.²

The purpose of this RFA is to fund eligible organizations to implement evidence-based, high-impact strategies to address the opioid overdose epidemic in Person County, North Carolina. In addition, this RFA builds capacity and local infrastructure to respond to the overdose crisis in Person County, North Carolina. The goals of the RFA are to :

1. Enhance community efforts to develop and/or expand evidence-based programs and resources to address opioid use disorder.
2. Build capacity and infrastructure to measure the impact of programs and prevent fatal and non-fatal overdoses in Person County.

¹ <https://www.ncdhhs.gov/opioid-and-substance-use-action-plan-data-dashboard>

² Ibid.

3. Reduce overdose deaths and emergency department visits in Person County.
4. Strengthen community partnerships to improve access to care related to opioid use disorder.

As a result of the opioid settlements, Person County government is set to receive \$5,031.406 in installments over an 18-year period. Before spending settlement funds, every local county or municipality must first select which opioid mitigation strategies they would like to fund. Under Option A of the MOA , a local government may fund one or more strategies from a shorter list of high-impact strategies to address the epidemic. The strategies laid out in Option A are:

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

Strategy Information

Based on community input and data, the Person County Opioid Settlement Advisory Committee will prioritize projects that align with the Option A Strategies listed below. Applicants must select from this list of strategies for their proposed project.

1. **Recovery Support Services** – Build or expand evidence-based recovery support services, including peer support specialists or care navigators based in local health departments, social service offices, detention facilities, community-based organizations, or other settings that support people in treatment or recovery, or people who use drugs, in accessing addiction treatment, recovery support, harm reduction services, primary healthcare, or other services or supports they need to improve their health or well-being.

The following list represents the type of eligible activities that could be included in your application; related activities consistent with the NC MOA may also be proposed in your application:

- a. Hire recovery coaches, peer support specialists, outreach workers, care coordinators, health educators, and/or social workers to provide support to people in recovery.
- b. Provide training to staff to strengthen skills and expand harm reduction and recovery support services (e.g., motivational interviewing, wellness recovery action planning, naloxone training, successful engagement documentation, certification programs for peer support specialists).

- c. Utilize recovery capital assessment tools (for example, the [Multidimensional Inventory of Recovery Capital](#)) to assist participants in identifying assets to build on and measure growth.
 - i. What recovery capital does the individual have at initial engagement? What goals does the individual have for themselves to expand their recovery capital?
 - ii. How will you use tools to evaluate growth over time?
- d. Develop recovery support groups for people with opioid use disorder and loved ones directly impacted (e.g., Moderation-based support groups like Harm Reduction Works; Narcotics Anonymous, Parents of Addicted Loved Ones, Medication Assisted Recovery Anonymous).
- e. Develop processes and infrastructure to provide additional referral services, such as connections to communicable disease treatment providers, MAT providers, housing, transportation, employment, wound care, food, legal services, recovery, and related care services. Utilize [NCCARE360](#) to connect individuals to support resources and allow for a feedback loop on the outcome of that connection.

2. **Early Intervention** – Fund programs, services, or training to encourage early identification and intervention for children or adolescents who may be struggling with problematic use of drugs or mental health conditions, including Youth Mental Health First Aid, peer-based programs, or similar approaches. Training programs may target parents, family members, caregivers, teachers, school staff, peers, neighbors, health or human services professionals, or others in contact with children or adolescents.

The following list represents the type of eligible activities that could be included in your application; related activities consistent with the NC MOA may also be proposed in your application:

- a. Implement use of evidence-based screening tools for youth to identify risk of developing opioid use disorder and link those youth at risk to appropriate services (e.g., Screening to Brief Intervention; Brief Screener for Alcohol, Tobacco, and other Drugs; Alcohol Screening and Brief Intervention for Youth).
 - i. Develop protocol for linking youth to appropriate MH/OD services as needed
 - ii. Connect youth to peer support groups that strengthen recovery
 - iii. Connect families to support groups to enable strong support of their children who may be struggling
- b. Provide training for parents, caregivers, school staff, peers, human service professionals, etc. in early identification of opioid use disorder and mental health disorders (e.g., Youth Mental Health First Aid).
- c. Provide evidence-based programs that strengthen families and communities to enhance support of youth (e.g., Strengthening Families).

- d. Engage in trauma-informed trainings and improve programs focused on youth and adolescents to be more trauma-informed

3. Post-Overdose Response Teams - Support post-overdose response teams that connect persons who have experienced non-fatal drug overdoses to addiction treatment, recovery support, harm reduction services, primary healthcare, or other services or supports they need to improve their health or well-being.

Develop community-based organizations that have experience working with people directly impacted by drug use to prevent repeat overdose and connect those who have had a non-fatal overdose to care. Although the response to the overdose event is expected to be prompt, proposals should indicate how initial interactions with people who have overdosed constitute the beginning of a supportive and ongoing relationship (e.g., light-touch case management). The parameters of these relationships should be dictated by the participant/person who has overdosed.

Letters of support/commitment must be included for each partner involved in the post-overdose response team process, such as the local EMS agency, emergency department, treatment provider, harm reduction organization, and any other agency that is part of this proposed strategy. The application should outline a specific protocol or plan used for post-overdose response and outreach.

The following list represents the type of eligible activities that could be included in your application; related activities consistent with the NC MOA may also be proposed in your application:

- a. Meaningful involvement of people with lived experience (such as people with addiction, people who use drugs, people in medication-assisted or other treatment, people in recovery, people with criminal justice involvement, and family members or loved ones of the individuals just listed) and other harm reduction specialists. This involvement might look like being a key member of the response team and/or informing protocol development.
- b. Follow-up processes with patients who have experienced an overdose within 72 hours of the non-fatal overdose event, including the following details:
 - i. What happens following an overdose reversal? Provide a timeline of events from how the initial referrals are made to the team (e.g., first responders, emergency departments) leading up to and including making the first initial contact. Explain who is responsible for what action and from what agency.
 - ii. How will the referral process work? Please describe how referrals to harm reduction services (refer to NC Safer Syringe Initiative for partners in your area), Substance Use Disorder or Mental Health (SUD/MH) providers

(including MOUD/MAT options), and other services will be made. Be sure to include names and contact information of these services/providers.

- iii. How will your team ensure that treatment options and referrals are being presented to people who have overdosed in an unbiased, non-coercive, and nonjudgmental way?
- iv. What factors determine how often follow-up visits are conducted? What will be the default suggestion?
- v. Who will conduct the follow-up visits and what protocol will they follow on these visits?
- vi. What parameters will dictate discontinuing services and/or disengaging with program participants?

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RFA Opioid Settlement

Date of Issue: September 1, 2026

Bidders' Conference Webinar date:	09/08/2026 at 11:00 AM (EST)
Webinar registration link:	Register Here
Questions due date:	09/04/2026 at 12:00 PM(EST)
Proposal due date:	10/01/2026 at 12:00 PM (EST)

READ, REVIEW AND COMPLY: It shall be the applicant's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein. Proposals shall be submitted in accordance with the terms and conditions of this RFA and any addenda issued hereto.

Direct all inquiries concerning this RFA to:

Janet O. Clayton, Health Director

Email: jclayton@personcountync.gov | Phone: 336.597.2204



Person County
HIGH IMPACT OPIOID ABATEMENT STRATEGIES

Funding Proposal Application Form

Applicant Agency: General Information				
Legal Name	Click or tap here to enter text.			
Address	Click or tap here to enter text.			
Type of Agency (check one)	☐ Government/ Public Authority	☐ Non-Profit	☐ For-Profit Business	
Telephone	Click or tap here to enter text.			
Website	Click or tap here to enter text.			
Primary Contact Full Name	Click or tap here to enter text.			
Title	Click or tap here to enter text.			
Email	Click or tap here to enter text.			
Telephone	Click or tap here to enter text.			
Name of Project	Click or tap here to enter text.			
Total Application Funding Requested		\$ Click or tap here to enter text.		
Funding Period Requested (MM/DD/YYYY)	Start Date	Click or tap here to enter text.	End Date	Click or tap here to enter text.
Selected NC MOA Option A Strategy (Number and Name)		Click or tap here to enter text.		
Agency Mission and Vision Statements		Click or tap here to enter text.		

As a separate Excel file, submit a completed **Budget Worksheet**.

1. Proposal Summary *(no more than 250 words, required but not scored)*

Delete the following prompts to make room for your response.

Provide a brief (no more than 250 words) overview of the planned project. Summary must include a purpose statement describing how your application will address the needs of people who use drugs in the community with particular considerations for historically marginalized populations.

Click or tap here to enter text.

2. Project Narrative

A. Assessment of Community Need (16 points, suggested page limit: 1 ½ pages)

Delete the following prompts to make room for your response.

- List the geographic area to be served by the proposed project and the overdose burden in that area
- Provide any pertinent and/or necessary information as it relates to the need for this work in your community. Identify any gaps in services you intend to address by identifying and/or defining current programs/providers.
- Describe the needs of the priority population that this proposal will serve and how those needs were determined (e.g., focus groups, survey, patient engagement).

NOTE: Provide citations/reference sources for any included community demographic or health status data. Current and relevant data is available at:

<https://www.ncdhhs.gov/opioid-and-substance-use-action-plan-data-dashboard>

<https://injuryfreenc.ncdhhs.gov/DataSurveillance/Poisoning.htm>

<https://nc211.org/data/>

<https://medicaid.ncdhhs.gov/reports/dashboards#annual>

Click or tap here to enter text.

B. Project Description and Program Sustainability (28 points, suggested page limit: 3 pages)

Delete the following prompts to make room for your response.

- Clearly identify which implementation strategy from the NC MOA's Option A list of eligible strategies are included in the proposal, including the number (e.g., "Strategy 2: Evidence-Based Addiction Treatment"). **Only one eligible strategy may be selected for each proposal.**
- Describe the proposed project in detail including its expected impact on preventing opioid overdose, increasing access and linkages to care for the most marginalized and underserved populations, and building local infrastructure to respond to the opioid overdose crisis.
- Explain how you will engage or have already engaged the priority population in developing this proposed project.
- Detail how this project will advance your organization's goals.
- Include timelines for project implementation with specific program objectives as they relate to performance measures and budget (e.g., hiring staff or subcontractors, purchasing supplies, establishing policies and protocols, enrolling participants, etc.) including who is responsible for associated activities.
- Explain how the project will increase the capacity of your organization or your community over time to address opioid use disorder. **Note that applications must describe how they will plan for enhancements, improvements, or increases achieved during the project year to be sustained past the funding secured during the project period.**
- Describe obstacles that may affect your organization's ability to sustain this program after the project cycle and potential solutions to identified challenges.
- Detail any other funding sources that will be used towards this project.

Click or tap here to enter text.

C. Community Impact (8 points, suggested page limit: ¾ page)

Delete the following prompts to make room for your response.

- Describe how the proposed project addresses health inequities and reaches historically marginalized populations. Additionally, describe how the proposed project addresses the needs of the uninsured and underinsured. Finally, describe how the proposed project will address social determinants of health (transportation, housing, employment, etc.) directly or through collaboration with other agencies.

Click or tap here to enter text.

D. Organizational Readiness (20 points, suggested page limit: 2 pages)

Delete the following prompts to make room for your response.

- Describe the capacity of the fiscal agent/organization that will take total responsibility for the fiscal, reporting, and grant-related compliance requirements to manage grants and comply with financial and monitoring requirements.
- If applicable, identify any proposed subcontractors and their role on the proposed project. If the specific subcontractor is not yet identified, describe how the subcontractor will be selected.
- Provide specific examples of the organization's or partnership/collaboration of multiple organizations' capacity to deliver information. The applicant must demonstrate an understanding of issues specifically affecting people who use drugs (PWUD). A successful applicant will have staff and/or volunteers with backgrounds servicing drug user health issues.
 - If applicable, provide specific examples of how any identified subcontractors demonstrate these capacities.
- Describe your organization's or partnership/collaboration of multiple organizations' history promoting the health and wellness of individuals and communities impacted by drug use or your plans to incorporate this mission into your core activities and how your organization will be delivering program activities.
 - If applicable, provide specific examples of how any identified subcontractors demonstrate these capacities.
- If applicable, highlight if your organization or partnership/collaboration of multiple organizations and/or any proposed subcontractors serve the following prioritized groups:
 - Those experiencing homelessness and housing instability,
 - Federal or NC recognized tribal communities, and/or
 - Those transitioning from correctional settings to the community.

Click or tap here to enter text.

E. Evidence of Collaborations/Partnerships (16 points, suggested page limit: 1 ¼ pages)

Delete the following prompts to make room for your response.

- Describe how you will collaborate on this project or initiative with other relevant organizations in your community and how this project will improve collaboration between local stakeholders and/or engage new ones.

- *Describe how you will verify that projects or services are not being duplicated in the community and with the population served.*

Click or tap here to enter text.

F. Performance Measures and Program Evaluation (12 points, suggested page limit: 1 page)

Delete the following prompts to make room for your response.

- *Detail how you will evaluate your project.*
- *Describe how you will engage the priority population in the design and implementation of the evaluation of this project.*
- *Recipients providing direct services will be required to report client-level data on elements including but not limited to demographic characteristics, substance use, diagnosis(es), services received, and types of medications for opioid use disorder received. Explain how you will capture this data. (See <https://nctopps.ncdmh.net/dev/gettingstartedwithnctopps.asp> for a suggested tool.)*
- *Explain how you will monitor the project and capture metrics for each of the supported strategies included in your project. You may wish to include metrics in a table format.*

Click or tap here to enter text.

Include in the same PDF document as this form, after the Certifications section below, the following required documents. If an item is not applicable to your organization, please indicate this by an "N/A" and explain why it is not applicable.

3. Letters of Commitment and/or Support

4. Latest Audited Financial Statements, including Management letter (Attach letter of explanation if unable to provide)

5. Documentation of Tax Identification Number (can be IRS Determination Letter for non-profit agencies)

6. For non-profit agencies only:

- A.** IRS Determination Letter: provide a copy of an IRS determination letter which states that your organization has been granted exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. The organization's name and address on the letter must match your current organization's name and address. This IRS determination letter can also satisfy the documentation requirement of your organization's tax identification number (TIN).
- B.** Verification of 501(c)(3) Status Form: If applicable, an Authorized Representative must annually submit verification that the organization remains a qualified 501(c)(3) tax-exempt organization.
- C.** Copy of Form 990 Federal Tax return filed for latest fiscal year.
- D.** Agency organizational chart.
- E.** Current Board of Directors Roster with names, addresses, office terms (with dates), and professional and/or community affiliations.
- F.** A completed and signed statement which includes a copy of the Agency's adopted Code of Ethics.
- G.** A copy of the Agency's Articles of Incorporation and Bylaws (if applicable).

Insert/Attach these required documents here.

7. Certifications and Required Forms

A. Application Certification

I have reviewed this application for accuracy.

I understand that Opioid Abatement funds are intended to address specific remediation activities as identified under the NC Memorandum of Agreement (MOA) for the Opioid Settlement Funds.

I understand that these opioid settlement funds are subject to State laws and regulations, and I have read the MOA and agree to the requirements.

I certify that the requested funds will be used in compliance with these requirements and with all requirements outlined in the Person County High Impact Opioid Abatement Strategies RFA.

I agree to submit invoices and other relevant documentation to the Person County to pay or be reimbursed, as well as quarterly status reports.

I understand that Person County requires audited financial statements for each year that opioid settlement funding is provided to my organization, and that the Person County may monitor the program during the award period.

Agency Authorized Official (print name)	Click or tap here to enter text.
Signature	
Title	Click or tap here to enter text.
Date	Click or tap here to enter text.

Board Chair/Elected Official (print name)	Click or tap here to enter text.
Signature	
Title	Click or tap here to enter text.
Date	Click or tap here to enter text.

B. Non-profit agencies only: Verification of 501(c)(3) Status Form

IRS Tax Exemption Verification Form (Annual)

I, _____, hereby state that I am _____ of
(Printed Name) (Title)
_____ ("Organization"), and by that authority duly
(Legal Name of Organization)

given and as the act and deed of the Organization, state that the Organization's status continues to be designated as 501(c)(3) pursuant to U.S. Internal Revenue Code, and the documentation on file with the North Carolina Department of Health and Human Services is current and accurate.

I understand that the penalty for perjury is a Class F Felony in North Carolina pursuant to N.C. Gen. Stat. § 14-209, and that other state laws, including N.C. Gen. Stat. § 143C-10-1, and federal laws may also apply for making perjured and/or false statements or misrepresentations.

I declare under penalty of perjury that the foregoing is true and correct. Executed on this the _____ day of _____, 20_____.

(Signature)

C. Certification of No Overdue Tax Debts

Date of Certification MM/DD/YYYY

Certification:

We certify that [ORGANIZATION NAME] does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

Sworn Statement:

[Name of Board Chair] and [Name of Second Authorizing Official] being duly sworn, say that we are the Board Chair and [Title of the Second Authorizing Official], respectively, of [insert name of organization] of [City] in the State of [Name of State]; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Board Chair Signature

[TITLE OF SECOND AUTHORIZING OFFICIAL]

Sworn to and subscribed before me on the day of the date of said certification.

(Notary Signature and Seal)

My Commission Expires: _____

¹ G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement.”

D. Code of Conduct Policy

Each recipient of award shall maintain a written Code of Standards of Conduct which shall govern the performance of its officers, employees or agents in contracting with and/or expending Older Americans Act funds and State appropriations.

The recipient Agency's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or potential contractors. To the extent permissible under state or local laws, rules or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards either by the officers, employees or agents of the recipient Agency or by contractors or their agents.

Awards will be made only to responsible Agency(ies) possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as Agency's integrity, compliance with public policy, record of past performance, and financial and technical resources.

I have read and fully understand the context of the information above.

Authorized Official Signature

Title

Date

E. Conflict of Interest Policy

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

- a. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.
- b. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.
- c. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:
 1. The Board member or other governing person, officer, employee, or agent;
 2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
 3. An organization in which any of the above is an officer, director, or employee;
 4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.
- d. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

- e. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, they shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

I have read and fully understand the context of the information above.

Authorized Official Signature

Title

Date

F. Appendix E: E-Verify

STATE OF NORTH CAROLINA AFFIDAVIT

COUNTY OF PERSON

I, _____ (the individual attesting below), being duly authorized by and on behalf of _____ (the entity contracting with Person County hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, if employing 25 or more employees in this State, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (Mark Yes or No)
a. YES ☐ or b. NO ☐
4. Employer's subcontractors comply with E-Verify, and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer during the term of its contract with Person County.

This _____ day of _____, 20____.

Signature of Affiant _____

Print or Type Name _____

NORTH CAROLINA NOTARY ACKNOWLEDGEMENT

THE STATE OF NORTH CAROLINA, COUNTY OF _____

Signed and sworn to (or affirmed) before me, this ____ day of _____, 20__.

My Commission Expires: _____

Notary Public, _____

Notary Public Signature: _____

[Official Seal]

G. Authorization for Individuals to Sign Contracts and Submit Reporting

[Letter from Board President/Chairperson identifying individuals as authorized to sign contracts, expenditure reports, and performance reports]

I, _____, Board President/Chairperson

of _____ [Agency/Organization's legal name] hereby identify the following individual(s) who is (are) authorized to sign and/or submit documentation for the organization named above:

Contracts:

	Printed Name:	Title:	Email address:
1.	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>
2.	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>
3.	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>

Expenditure Reports:

	Printed Name:	Title:	Email address:
1.	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>
2.	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>
3.	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>

Performance Reports:

	Printed Name:	Title:	Email address:
1.	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>
2.	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>
3.	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>

<u>Board President or Chair printed name</u>	<u>* Title</u>
<u>Signature</u>	<u>Date</u>

H. Business Associate Addendum

THIS ADDENDUM is made this ____ day of Click or tap here to enter text., 20Click or tap here to enter text. to a contractual arrangement between the parties ("Agreement").

WHEREAS Person County is itself a Covered Entity, as that term is defined in HIPAA and will be referred to as "Covered Entity"; and

WHEREAS, Click or tap here to enter text. is, or may be, a Business Associate of Covered Entity and will be referred to as "Business Associate"; and

WHEREAS, Business Associate performs certain services on behalf of or for Covered Entity that require the exchange of information about patients that is protected by the Health Insurance Portability and Accountability Act of 1996, as amended, and the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164 (collectively "HIPAA").

NOW, THEREFORE, the parties to the Agreement are entering into this Addendum to establish the responsibilities of both parties regarding HIPAA-covered information and to bring the Agreement into compliance with HIPAA.

I. DEFINITIONS

Except as otherwise defined herein, terms used in this Addendum shall have the same meaning as the terms are defined in HIPAA.

II. OBLIGATIONS OF BUSINESS ASSOCIATE

To comply with the Privacy, Security, and Breach Notification obligations imposed by HIPAA, Business Associate agrees to:

A. Privacy and Security Obligations:

1. Not use nor disclose information other than as permitted or required by the Agreement, this Addendum or as required by law.
2. Use appropriate safeguards to prevent use or disclosure of the information other than as provided for by the Agreement and this Addendum.
3. Comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI (protected health information) to prevent use or disclosure of PHI other than as provided for by the Agreement.
4. Report to Covered Entity any use or disclosure of the information not provided for by the Agreement of which Business Associate becomes aware, including breaches of Unsecured PHI as required by 45 CFR 164.410.
5. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agents or subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree, in writing, to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.
6. Make available PHI in a designated set record set to Covered Entity upon request within three (3) working days as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524. If Business Associate receives a request for access directly from the individual, then

Business Associate will forward the individual's request to Covered Entity within three (3) working days to be fulfilled by Covered Entity.

7. If Business Associate receives a request pursuant to 45 CFR 164.526 to make any amendment(s) to PHI in a designated record set directly from the individual, then Business Associate will forward the individual's request to Covered Entity within three (3) working days to be fulfilled by Covered Entity.
8. Maintain and make available upon request within three (3) working days the information required to provide an accounting of disclosures to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528. If Business Associate receives a request to provide an accounting of disclosures directly from the individual, then Business Associate will forward the individual's request to Covered Entity within three (3) working days to be fulfilled by Covered Entity.
9. Make its internal practices, books, and records relating to the use of PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary of DHHS and Covered Entity for purposes of determining compliance with HIPAA.
10. To the extent practicable, mitigate any harmful effects that are known to Business Associate of a use or disclosure of PHI or a breach of Unsecured PHI in violation of this Addendum.
11. Use and disclose an individual's PHI only if such use or disclosure is in compliance with the applicable requirements of 45 CFR 164.504(e) and the terms of this Addendum.
12. Refrain from exchanging any PHI with any entity of which Business Associate knows of a pattern of activity or practice that constitutes a breach as defined by North Carolina State Law, HIPAA, or this Addendum.
13. To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).

B. Breach Notification:

In the event that Business Associate discovers any use or disclosure of PHI not provided for by the Agreement, including breaches of Unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware, Business Associate agrees to take the following measures within three (3) working days after Business Associate first becomes aware of the incident:

1. To notify Covered Entity of any incident involving the acquisition, access, use or disclosure of Unsecured PHI in a manner not permitted under 45 CFR Part E. Such notice by Business Associate shall be provided without unreasonable delay, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. For purposes of clarity for this provision, Business Associate must notify Covered Entity of any such incident within the above timeframe even if Business Associate has not conclusively determined within that time that the incident constitutes a breach as defined by HIPAA. For purposes of this Addendum, Business Associate is deemed to have become aware of the breach as of the first day on which such breach is known or reasonably should have been known to such entity or associate of Business Associate, including any person, other than the individual committing the breach, that is an employee, officer or other agent of Business Associate or an associate of Business Associate.

2. To include in the above-described notification the names of the individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a breach.
3. To provide a draft letter to Covered Entity to utilize to notify the individuals that their Unsecured PHI has been, or is reasonably believed to have been, the subject of a breach. The draft letter must include, to the extent possible:
 - a. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
 - b. A description of the types of Unsecured PHI that were involved in the breach (such as full name, Social Security Number, date of birth, home address, account number, disability code, or other types of information that were involved);
 - c. Any steps the individuals should take to protect themselves from potential harm resulting from the breach;
 - d. A brief description of what Covered Entity and Business Associate are doing to investigate the breach, to mitigate losses, and to protect against any further breaches; and
 - e. Contact information for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an email address, web site, or postal address.

III. TERMINATION

- A. This Addendum will terminate automatically, without further action by either party, upon termination of the Agreement to which it is attached.
- B. Covered Entity may terminate this Addendum if Covered Entity determines that Business Associate has violated a material term of the Agreement or this Addendum.
- C. Upon Covered Entity's gaining knowledge of a breach, as defined by North Carolina State Law or HIPAA, by Business Associate or any of its agents or subcontractors, of the Agreement or this Addendum, Covered Entity shall either:
 1. Provide an opportunity for Business Associate to cure the breach or end the violation, and if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, terminate this Addendum and the attached Agreement; or
 2. Immediately terminate this Addendum and the attached Agreement if either has been breached by a Business Associate, and a cure is not possible.
- D. In situations where it is not practicable to terminate this Agreement, Covered Entity shall report Business Associate's breach as defined by North Carolina State Law or HIPAA to the Secretary of DHHS, and continue under the existing arrangement with Business Associate until a reasonable alternative becomes available, or until directed by the Secretary of DHHS to terminate the Agreement.
- E. At termination of the attached Agreement and this Addendum, or upon request of Covered Entity, whichever occurs first, Business Associate shall:
 1. If feasible, return or destroy all PHI that Business Associate still maintains in any form, received from Covered Entity or created, maintained or received by Business Associate on behalf of Covered Entity. Business Associate shall only destroy PHI with the written approval of Covered Entity. After return or destruction, Business Associate shall retain no copies of such information.
 2. If return or destruction is not feasible, Business Associate will provide Covered Entity with documentation explaining the reason it is not feasible. If the PHI is not returned or destroyed, Business Associate will extend the protection of this Addendum to the

information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

- F. The obligations of Business Associate under this Addendum shall survive the expiration, termination or cancellation of the attached Agreement and this Addendum, and shall continue to bind Business Associate, its agents, employees, contractors, successors and assigns, as set forth herein.
- G. Business Associate shall indemnify Covered Entity for costs associated with any incident involving the acquisition, access, use or disclosure of Unsecured PHI by Business Associate, any agent or subcontractor, in a manner not permitted under 45 CFR Subpart E.

IV. MISCELLANEOUS

- A. All PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Addendum.
- B. In the event of an inconsistency between the provisions of this Addendum and the mandatory provisions of HIPAA, as amended, HIPAA shall control. Where provisions of this Addendum are not included as mandated provisions in HIPAA, but are nonetheless permitted by HIPAA, the provisions of this Addendum shall control.
- C. Except as expressly stated herein or in HIPAA, the parties to this Addendum do not intend to create any rights in any third parties.
- D. This Addendum may be amended or modified only in writing signed by the parties. No party may assign its rights or obligations under this Addendum without the prior written consent of the other party. None of the provisions of this Addendum are intended to create, nor will they be deemed to create, any relationship between the parties other than that of independent parties, contracting with each other solely for the purpose of effecting the provisions of this Addendum and any other agreements between the parties concerning their business relationship.
- E. This Addendum will be governed by the laws of the State of North Carolina, venue Person County.
- F. No change, waiver, or discharge of any liability or obligation hereunder on any one or more occasion shall be deemed a waiver of performance of any continuing obligation, or prohibit enforcement of any obligation, on any other occasion.
- G. In the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of PHI that are more restrictive than the provisions of this Addendum, the provisions of the more restrictive documentation will control.
- H. In the event that any provision of this Addendum is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Addendum shall remain in full force and effect.
- I. Headings in this Addendum are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.
- J. A reference in this Addendum to a section in HIPAA means the section as in effect or as amended.
- K. Any ambiguity in this Addendum shall be interpreted to permit compliance with HIPAA.
- L. Business Associate will not use an agent or subcontractor without written agreement by Covered Entity.

IN WITNESS WHEREOF, the parties have hereunto executed this Business Associate Addendum on the day and year first written above.

County of Person

By: _____
Person County Manager

ATTESTED: _____

BUSINESS ASSOCIATE

By: _____

Title: _____

ATTESTED: _____