The Cleveland County Board of Commissioners met in a regular session on this date, at the hour of 6:00 p.m. in the Commission Chamber of the Cleveland County Administrative Offices.

**PRESENT:**
- Susan Allen, Chairman
- Ronnie Whetstine, Vice-Chair
- Johnny Hutchins, Commissioner
- Doug Bridges, Commissioner
- Deb Hardin, Commissioner
- Brian Epley, County Manager
- Tim Moore, County Attorney
- Phyllis Nowlen, Clerk to the Board
- Chris Green, Tax Administrator
- Elliot Engstrom, Senior Staff Attorney
- Allison Mauney, Human Resources Director
- Lorie Poston, E-911 Communications Director
- Ryan Wilmoth, Emergency Medical Services Director
- Daryl Sando, Electronic Maintenance Director
- Marty Gold, Information Technology Director
- Katie Swanson, Social Services Director
- Scott Bowman, Maintenance Director
- Greg Traywick, Agriculture Extension Director
- Lucas Jackson, Finance Director

**CALL TO ORDER**

Chairman Allen called the meeting to order and Commissioner Whetstine provided the invocation and led the audience in the Pledge of Allegiance.

**AGENDA ADOPTION**

**ACTION:** Commissioner Hardin made the motion, seconded by Commissioner Hutchins and unanimously approved by the Board to, **approve the agenda as presented.**

**CITIZEN RECOGNITION**

No one registered to speak.

**CONSENT AGENDA**

**APPROVAL OF MINUTES**

The Clerk to the Board included the Minutes of the **April 16, 2019 regular meeting**, in Board Members packets.

**ACTION:** Commissioner Whetstine made a motion, seconded by Commissioner Bridges, and passed unanimously by the Board to, **approve the minutes as written.**

**SOCIAL SERVICES: COMMUNITY CARE (N3CN) AGREEMENT**

The Department of Social Services has requested access to information maintained by North Carolina Community Care Networks, Inc. (“N3CN”). N3CN provides a data platform to facilitate the access, use, maintenance, storage, and transfer of Protected Health Information (“PHI”) and other data relating to the County’s involvement in care management and provider services administered by N3CN. However, N3CN can only provide access to this data if those requesting it have signed a participation agreement.
ACTION: Commissioner Whetstine made the motion, seconded by Commissioner Bridges and unanimously approved by the Board to, approve the North Carolina Community Care Networks, Inc. agreement.

NORTH CAROLINA COMMUNITY CARE NETWORKS, INC. PARTICIPATION AGREEMENT

THIS PARTICIPATION AGREEMENT (the "Agreement") will be effective when signed by the named Participant below (the "Effective Date") and is made and entered into by and between NORTH CAROLINA COMMUNITY CARE NETWORKS, INC. ("NCNCN"), and the Participant named herein below ("Participant"), on behalf of itself and any Participating Entities for whom Participant has the authority to bind to this Agreement. NCNCN and Participant are individually a "Party," and collectively, the "Parties."

Cleveland County Department of Social Services

Legal Name of Participant

108 S. Post Road
Shelby, NC 28150

Address of Participant

RECATALS

A. NCNCN provides a Data Platform to facilitate the access, use, maintenance, storage, and transfer of Protected Health Information ("PHI") and other Data relating to Participant’s involvement in Care Management and Provider Services administered by NCNCN.

B. The Data originates from multiple sources such as the State, Participant, NCNCN, and third parties.

C. The form of this Agreement has been presented to and accepted by the State and is intended to be executed without material changes to its terms.

D. The Parties agree that this Agreement is executed as an agreement to set forth the permissions and obligations of the Parties related to access, use, maintenance, storage, and transfer of Data through the Data Platform.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is admitted and acknowledged by the Parties, and wishing to be legally bound, the Parties agree as follows:

1. Superintendent. This Agreement shall be deemed to and hereby does supersede and replace any prior or contemporaneous oral or written agreements and understandings between the Parties related to access, use, maintenance, storage, or transfer of Data between the Parties. Without limiting the foregoing, this Agreement specifically supersedes:

a. The North Carolina Community Care Network’s, Inc. Participation Agreement;

b. The Community Care Network of North Carolina, Inc. Participation Agreement;

c. The Contract to Participate in the Statewide Enhanced Primary Care Management Program;

d. The Technology Enabled Care Coordination Agreement;

e. Any other prior agreements between the Parties controlling access to and protection of State-owned Data.

2. Interpretation of Recitals. The Recitals to this Agreement are hereby incorporated into and made part of this Agreement.


a. The words "include" and "including," and all variations, will be deemed to be followed by the words "without limit" and not deemed terms of limitation.

b. The word "and" includes the meaning of an alternative as well as the meaning of addition.

c. The use of the word "or" includes the meaning of addition as well as the meaning of an alternative.

d. The word "any" includes the meaning of a singular item and the meaning of all items.

e. Sections and headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement.

f. The Parties waive any common law or statutory rule of construction which favors the non-writing Party, and the Parties agree that this Agreement, including all terms, conditions, and provisions, must be construed without regard to which Party wrote that term, condition, or provision.

4. Definitions. All capitalized terms will have the meaning defined herein below; any capitalized term not defined herein or elsewhere in this Agreement shall have the meaning defined in the HIPAA Regulations or, if not defined in the HIPAA Regulations, the term shall have the meaning ascribed to it by other Applicable:

a. Affiliate. "Affiliate" means any entity that owns, is owned by, or shares common ownership with, a Party.

b. Applicable Law. "Applicable Law" means all state and federal statutes and regulations governing the activities of entities in connection with their participation in programs administered by NCNCN and governing the access, use, transmission, storage, and maintenance of PHI and other Personal Identifiable Information.

c. Authorized User. "Authorized User" means Participant’s employees, workforce members, and contractors who have been authorized by NCNCN or, by Participant’s Site Administrator under NCNCN’s then-current data use policy, to use the Data Platform for a Permitted Purpose and who have been assigned a user name and password to access the Data Platform. Authorized Users may only be Natural Persons.

d. Business Associate. "Business Associate" has the meaning ascribed to this term in 45 C.F.R. §160.103.

e. Business Associate Agreement ("BAA"). "BAA" means the business associate contract or other arrangement between the Covered Entity and the Business Associate that establishes the Permitted Purposes for PHI and requires the Business Associate to comply with the privacy and security provisions of HIPAA related to PHI.

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f. Care Management. "Care Management" refers to a broad array of healthcare-related activities including care coordination, care planning, care management, quality improvement, quality assessment, and population-based activities performed by a care manager or related position on behalf of Participants and Enrollees to promote better health outcomes at a reduced cost.

g. Confidential Information. "Confidential Information" means any and all information of strategic or commercial value relating to a Party or any Affiliate’s business or operations that a Party discloses to the other Party and that is either (i) designated in writing as confidential or proprietary at the time of disclosure in a reasonable period after disclosure, or (ii) reasonably believed by the requesting party to be confidential or proprietary.


i. Data. "Data" means all PHI, as defined by HIPAA, and PHIN accessed, used, maintained, stored, or transferred through the Data Platform or otherwise pursuant to this Agreement and the 2019 Primary Care Coordination Agreement Between the North Carolina Department of Health and Human Services Department of Health Benefits and North Carolina Community Care Networks, Inc. and any successor agreement between the State and NCNCN authorizing use of State-owned Data.

j. Data Breach. "Data breach" means an impermissible access, use, or disclosure of the Data that does or is likely to compromise the security or privacy of the Data. To be deemed likely to compromise the privacy or security of the Data, the unauthorized access, use, or disclosure must be determined to meet the following criteria: (1) the Data is likely or likely to be identifiable to specific individuals; (2) the Person accessing, using, or disclosing the Data is an unauthorized accessor or outside the control of either Party; and (3) the Data is then altered or used in a manner that is not for a Permitted Purpose; (4) the Data is actually acquired or viewed; and (5) the risk of such unauthorized use or disclosure causing harm to either Party or to the specific individual identified has not been or cannot be mitigated.

k. Data Platform. "Data Platform" means collectively the software, hardware, applications, systems, and other code and devices controlled, used, or used by NCNCN or any Affiliate to facilitate the acquisition, use, maintenance, storage, and transfer of Data between the Parties. The Data Platform also includes any back-up systems and Data created and maintained to enable NCNCN and Participant’s respective systems or networks to access and use the Data through the Data Platform or the Data.

l. Enrollee. "Enrollee" means a person identified by the State as eligible for Medicaid or other Services.

m. Health Plan. "Health Plan" has the meaning ascribed to this term in 45 C.F.R. §160.303.

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n. HIPAA Regulations. "HIPAA Regulations" means the standards for privacy of individually identifiable Health information and the security standards for the protection of Electronic Protected Health Information as promulgated under 45 C.F.R. Parts 160 and 164 by the U.S. Department of Health and Human Services under the Health Insurance Portability and Accountability Act ("HIPAA") of 1996 and the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act") of the American Recovery and Reinvestment Act of 2009, in effect on the Effective Date of this Agreement and as may be amended, modified, or renumbered hereafter.

o. Individual. "Individual" has the meaning ascribed to this term in 45 C.F.R. §160.923 and includes organizational representatives in accordance with 45 C.F.R. §160.529(c).

p. Individually Identifiable Health Information ("IIHI"). "IIHI" means information that is a subset of health information, including demographic information collected from an individual, and employment, or health care dealings of an individual, and (1) identifies the individual to whom such information pertains or (2) in which there is a reasonable basis to believe the information can be used to identify the individual.

q. Minimum Necessary Standard. "Minimum Necessary Standard" means the information required by law to disclose in order to submit a claim for payment for the provision of health care to an individual (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

r. NCEAH. "NCEAH" means the North Carolina Department of Health Benefits and North Carolina Community Care Networks, Inc.

s. Permitted Purposes. "Permitted Purposes" includes the following activities, provided those activities are performed in compliance with all Applicable:

t. Treatment: Treatment means the provision, coordination, or management of health care and related services by one or more healthcare providers.

u. Health Care Operations. "Health Care Operations" includes: quality assessment and improvement activities, including outcomes evaluation and development of clinical guidelines; population-based activities related to disease management, health, reducing health care costs, protocol development, care management and care coordination.

v. Payment. Payment means activities undertaken by: (1) a Health Plan to obtain premiums or to determine or fulfill its responsibilities for coverage and provision of benefits under the health plan; or (2) a health care provider or Health Plan to obtain or provide reimbursement for providing health care. Payment activities include (1) determinations of eligibility or coverage (including coordination of benefits or the determination of cost sharing amounts), and adjudication or subrogation of health benefit claims; (2) risk adjusting amounts due based on Enrollee health status and demographic characteristics; (3) billing, claims management,
collection activities, obtaining payment under a contract for reinsurer (including stop-loss insurance, reinsurance, and excess of loss), and related health care services; (iv) review of health care services with respect to medical necessity, coverage under a health plan, appropriateness of health care services, or justification of health care services; (v) review of medical necessity, preauthorization, or prior approval of utilization of health care services, including precertification and preauthorization of services, outcome and retrospective review of services; and (vi) disclosure to consumer reporting agencies of information relating to collection of premiums or reinbursements.


15. Research means a systematic investigation, including development, testing, and evaluation, designed to contribute to generalizable knowledge.

16. Administration. Administration means carrying out NCHS’s proper management and oversight of its Data Platform and its responsibilities under the 2013 PRIMARY CARE MANAGEMENT SERVICES CONTRACT # 2692 BETWEEN THE NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION OF HEALTH BENEFITS AND NORTH CAROLINA COMMUNITY CARE NETWORKS, INC. or any successor agreement for accessing and using State-owned data, this Agreement, and Applicable Law. Applicable Law, Applicable Agreement, and any other agreement between NCHS and any third party for accessing and using Data through the Data Platform. Without limiting the generality of the foregoing, Administration also includes performing record maintenance, conducting or assisting in audits permitted or required, evaluating performance of the Data Platform, conducting technical system support on the Data Platform and the Data, and carrying out NCHS’s and Participant’s functions and obligations under this Agreement (including any necessary data extractions from Participant’s systems and applications), and all applicable BAAs, other agreements, and policy and procedure documents, and all other activities authorized by the NCHS board of Directors consistent with Applicable Law.

17. Person. “Person” means both a Natural Person and any entity managed by Natural Persons, except where Person is part of the term “Natural Person.”

18. Personally Identifiable Information ("PII"). PII means a Natural Person’s first name or initial followed by their last name in combination with identifying information as defined in North Carolina General Statute § 148-5.10(c), other than email addresses and related internet account information.

19. Protected Health Information ("PHI"). PHI means individually identifiable health information that is (i) Transmission of electronic media or (ii) Transmitted or maintained in any other form or medium.

20. Provider Services. “Provider Services” refers to activities that support healthcare providers participating in the POC Program, including Practice Support, Behavioral Health Integration, and Pharmacy Support.

21. Representative. "Representative" includes any employee, contractor, agent, officer, or consultant of either Party.

22. Required. By Required “Law” has the meaning ascribed to this term in 45 C.F.R. §160.103.

23. State. "State" refers to the State of North Carolina, including all administrative agencies involved in the management of Medicaid and Health Choice data, populations, and programs.

24. Division of State-owned Hospital Facilities ("DSHF").

25. HIV Care Management Procedures.

26. Hospital and Hospital Systems.

27. Local Management Entity / Managed Care Organization ("LME/MCO").


29. Subcontractor.

30. Participant does not clearly fit into one of the categories a Participant will be deemed to be in category b regardless of any similarities or dissimilarities Participant has to other categorizations.

31. General Obligations Applicable to Participant. Participant is responsible for all of its Entitling Entities and Authorized Users, including any breach of this Agreement. By participating in the POC Program and in the State’s Data Platform, the Data Platform and all data accessed or used by the Participant, including any breach of this Agreement, Participant agrees to:

a. Follow all Applicable Law.

b. Work with designated care managers and other NCHS and Subcontractor staff under the POC Program to enhance continuity and flow of services to enrollees and to help promote self-management of physical and behavioral health conditions for enrollees.

c.二是使其授权的用户具有必需的设备、软件和其他资源，在访问和使用数据和平台的数据和信息和平台的技术与运营操作情况下，接受和使用数据。

d. Ensure Participant’s Representatives, Participating Entities, and Authorized Users access and use the Data Platform and access, use, store, maintain, and transfer Data only for Permitted Purposes and consistent with this Agreement.

e. Maintain and provide to NCHS as requested an ongoing list of all Participating Entities and Authorized Users of Participant.

f. Monitor all access and use of the Data Platform and all access, use, storage, maintenance, and transfer of Data occurring at any location owned, leased, or controlled by Participant or any Authorized User of Participant, or occurring through equipment under the ownership or control of Participant or any Authorized User of Participant.

2. Implement and maintain reasonable administrative, technical, and physical safeguards to protect the confidentiality, integrity, and availability of the Data Platform and the Data.

3. Implement, manage, and monitor data collection and data management activities, including compliance with regulatory requirements, and related responsibilities.

4. Technical safeguards must include security risk assessments, user access management, data encryption, and related mechanisms to ensure the privacy and security of the Data Platform and the Data.

5. Physical safeguards must include restricted access to places where the Data Platform may be accessed or used, and where the Data may be accessed, stored, maintained, or transferred.

6. State-owned data. “State-owned data” means Medicaid and Health Choice Claims Data and Medicaid and Health Choice enrollment data, provided by the State to either Party, and for which the State of North Carolina is the Owner and maintains control, and qualifies as health information as defined by 45 C.F.R. Part 160 (2013) (ii) have a pre-existing relationship with the individual and (iii) are provided voluntarily by the individual.

7. intent of this Part is to make explicit the intent of the Parties that this Agreement be executed to ensure that Data accessed, used, stored, maintained, or transferred through the Data Platform as part of participation in Care Management and Provider Services are protected from unauthorized use or disclosure and are used and disclosed consistent with Permitted Purposes, NCHS and State policies and procedures, and Applicable Law.

8. License to the Data. During the Term of this Agreement, and subject to the terms and obligations of this Agreement and all applicable policies and procedures, for each type of Data owned or controlled by a Party, that Party grants to the other Party and its Authorized Users a limited, non-exclusive, non-transferable, non-commercial license to access, use, maintain, store, and transfer Data through the Data Platform for the Permitted Purposes subject to all obligations and restrictions contained in this Agreement. Each Party’s license granted hereunder ends immediately upon the termination or expiration of this Agreement. The end of a Party’s license hereunder does not terminate a Party’s obligations to keep and to make available any Data required to be kept or made available to meet any obligation required by Law or required by the 2013 PRIMARY CARE MANAGEMENT SERVICES CONTRACT # 2692 BETWEEN THE NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION OF HEALTH BENEFITS AND NORTH CAROLINA COMMUNITY CARE NETWORKS, INC. or any successor agreement between NCHS and the State related to the access and use of State-owned data.

9. License to the Data Platform. During the Term of this Agreement, and subject to the terms and obligations of this Agreement and all applicable policies and procedures, NCHS grants to Participant and its Authorized Users a limited, non-exclusive, non-transferable, non-commercial license to access and use the Data Platform solely to enable Participant to fulfill its obligations under this Agreement and the 2013 PRIMARY CARE MANAGEMENT SERVICES CONTRACT # 2692 BETWEEN THE NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION OF HEALTH BENEFITS AND NORTH CAROLINA COMMUNITY CARE NETWORKS, INC. or any successor agreement between NCHS and the State related to the access and use of State-owned data. Participant and Authorizers Authorized Users must at all times comply with all applicable NCHS and State policies regarding access to and use of State-owned data and any component of the Data Platform. When Participant’s license to the Data Platform ends for any reason, Participant and its Authorized Users must immediately cease all access to and use of the Data Platform and any Data.

10. Participants. This Agreement will be used by all entities participating in Care Management and Provider Services administered by NCHS. Types of Participants include:

a. Behavioral Health Providers under LME/MCO

b. County or other Government Agency

11. Ensure Authorized Users have appropriate role-based access to the Data Platform and the Data that complies with the Mininum Necessary Requirements under HIPAA.

12. Implement and maintain written policies and procedures that address:

a. Identification and authorization of Authorized Users; (ii) audit controls and periodic reviews to ensure all access and use occur according to Authorized Users’ access requirements and (iii) for Permitted Purposes Use of any changes in the Data Platform, the Data, or the policies and processes through which they are accessed or used; (iv) notification to NCHS of any violation of this Agreement, including any unauthorized access to or use of the Data Platform or any unauthorized access, use, storage, maintenance, or transfer of the Data; and (v) protection against malware and other mechanisms, both tangible and intangible, designed to disrupt, destroy, damage, or delay the operation of the Data Platform or the Data.

13. Follow all NCHS and State-imposed policies and procedures related to accessing, using, storing, maintaining, transferring, and auditing State-owned data and Data within the Data Platform. This obligation includes communicating to NCHS and working with NCHS to resolve any suspected violations of those policies and procedures including any suspected breaches of PHI, ITI, or PHI.

14. Report to NCHS monthly or as requested the result of all periodic audits and reviews to ensure all access to and use of the Data Platform and the Data are By Authorized Users for Permitted Purposes according to Applicable Law. Participant must perform audits and reviews at least monthly.

15. Cooperate fully with NCHS, the State, and any regulatory or credentialing authority in any investigation or audit by making available all personnel, and all of its records, and related information created or maintained in connection with Participant’s access and use of the Data Platform or access, use, storage, maintenance, or transfer of Data.

16. Notify NCHS as soon as practicable after first becoming aware of a Data breach. In the case of a breach involving social security numbers, Participant must notify NCHS within sixty days of becoming aware of the breach. In the case of a State’s Data Breach involving Social Security numbers, Participant must notify NCHS within twenty-four hours. This timeline is a state requirement for all entities accessing and using State-owned data. For confirmed breaches of PHI, notification must be made to NCHS within twenty-four hours. This timeline is a state requirement for entities accessing and using State-owned data. The notification will include, to the extent available:

a. A brief description of what happened, including the date of the Data Breach and the date of discovery of the Data Breach;

b. The identification of each individual whose data was breached, or in reasonably believed to have been, accessed, acquired, used, or disclosed;

c. A description of the roles of the people involved in the Data Breach (e.g., employees, Authorized Users, contractor, other provider, unauthorized person);

17. A description of the types of Data involved in the Data Breach (whether full name, Social Security number, date of birth, home address, account number, diagnosis, disability code, or other type of sensitive data);

18. The number of individuals or records impacted/estimated to be impacted by the Data Breach;
vi. A description of actions taken to investigate the Data Breach, to mitigate harm to Individuals, and to protect against any further Data Breaches;

vii. The current status of the Data Breach (under investigation or resolved);

viii. Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address;

ix. Corrective actions taken and planned to prevent a similar Data Breach.

h. Ensure that any subcontractors, agents, or other third parties used by Participant or by any Authorized User execute all necessary documents listing those subcontractors, agents, or other third parties to protect the privacy and security of the Data Platform and the Data consistent with the obligations of this Agreement and all Applicable Law.

10. NSC Data Obligations. NSC agrees to:

a. Follow all Applicable Law.

b. Ensure NSC’s workforce members, including any contractors, access and use the Data Platform and access, use, store, maintain, and transfer Participant Data only for Permitted Purposes and consistent with all Applicable Law.

c. Monitor all access and use of the Data Platform and all access, use, storage, maintenance, and transfer of the Data occurring at a location owned, leased, or controlled by NSC, or occurring through equipment under the ownership or control of NSC, to ensure all access and use is only for Permitted Purposes and consistent with all Applicable Law.

d. Implement and maintain reasonable administrative, technical, and physical safeguards to protect the confidentiality, integrity, and availability of the Data Platform and the Data.

i. Administrative safeguards must include written policies and procedures for managing access, use, storage, maintenance, transfer, and disclosure of Data access and use of the Data Platform and must include sanctions for any violations of those policies and procedures.

ii. Technical safeguards must include appropriate security locks, password management, data encryption, and related mechanisms to ensure the privacy and security of the Data Platform and the Data.

iii. Physical safeguards must include restricted access to places where the Data Platform and the Data may be accessed, used, or disclosed.

iii. Ensure NSC’s workforce members have appropriate role-based access to the Data Platform and the Data that complies with the Minimum Necessary Standard under HIPAA.

f. Implement and maintain written policies and procedures that address: (i) proper access to and use of the Data Platform and the Data; (ii) audit control and periodic reviews to ensure access to and use of the Data Platform and the Data are for Permitted Purposes only; (iii) notification to Participant of any changes in the Data Platform, the Data, or the policies and procedures through which they are accessed or used; (iv) notification to Participant of any unauthorized access to or use of Participant Data by NSC’s Authorized Users of which NSC becomes aware (unless NSC is required not to make such notification as part of an independent investigation); and (v) protection against malware and other mechanisms, both tangible and intangible, designed to disrupt, destroy, damage, or delay the operation of the Data Platform or the Data.

11. Obligations Based on Category of Participant. This Agreement must include the applicable exhibit(s), as listed below and incorporated here by reference, to describe additional obligations specific to Participant’s type of entity.

1. Division of State-owned Hospitals and Facilities. Additional DSCHF obligations will be those described in Exhibit: DSCHF.

2. County or other Government Agency. Additional County obligations will be those described in Exhibit: Government Agency.

3. Subcontractor. Additional Subcontractor obligations will be those described in Exhibit: Subcontractor.

12. Mutual Business Associate Obligations. Each Party individually stands as a Business Associate to the other Party regarding PHI provided by that Party, whether the providing Party is itself a Covered Entity or a Business Associate for that PHI. Therefore, each Party individually agrees to the following Business Associate Agreement provisions for any PHI it accesses or use for which it is not the owner or the primary custodian. Each Party, in its role as a Business Associate, agrees to:

a. Use PHI in its possession only as permitted or required by this Agreement or as otherwise Required by Law.

b. Disclose PHI in its possession to third parties only if (i) the disclosures are Required by Law, or (ii) the Business Associate has received from the third party written assurances regarding its confidential handling of such PHI as required under 45 CFR §§164.526(a)(4)(i) and the third party agrees in writing to notify Business Associates of any instance of which it becomes aware that the confidentiality of the information has been breached.

c. Comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information (ePHI), to prevent use or disclosure of PHI other than as provided for by this Agreement.

d. Acknowledge its continuing obligations under HIPAA and agree to comply with any subsequent regulations promulgated under HIPAA and any guidance thereunder.

e. Acknowledge that if the foregoing requirements shall apply to Business Associate in the same manner that such requirements apply to a Covered Entity, and (ii) Business Associate shall be subject to the same Civil and Criminal penalty enforcement provisions set forth in 45 CFR Sections 13001-5 and 13002-6, as amended from time to time, for failure to comply with the requirements and any applicable guidance subsequently issued by the Secretary of the Department of Health and Human Services ("Secretary") with respect to such requirements.

f. Disclose to its subcontractors, agents, or other third parties only the minimum PHI necessary to perform or fulfill the Permitted Uses.

g. Transact any ePHI it creates, receives, maintains in a manner that the ePHI is rendered unusable, unreadable, or indistinguishable to unauthorized persons through the use of technology or methodology specified by the Secretary in the guidance issued under §13401(d)(2) of Public Law 115-135.

h. Establish procedures for mitigating any deleterious effects from any improper use or disclosure of PHI from Business Associate or any subcontractor or agent thereof.

i. Make available to the Secretary, its agents, agreements, policies, and procedures relating to the use or disclosure of PHI to the Secretary for purposes of investigating or determining compliance with HIPAA.

j. Upon prior written request, make available to the other Party during normal business hours at Business Associate’s offices all records, books, leads, agreements, policies, and procedures relating to the use and disclosure of PHI to determine Business Associate’s compliance with the terms of this Agreement.

k. Document all disclosures of PHI that require an accounting of disclosures as required under 45 CFR §164.528. Business Associate further agrees, within thirty (30) days of receiving a written request from the other Party, to provide to that Party such information as is requested and reasonably available to permit that Party to respond to a request by an individual for an accounting of the disclosures of the individual’s PHI in accordance with 45 CFR §164.528.

l. Notify the other Party within ten (10) business days of Business Associate’s discovery of:

i. any use or disclosure of PHI not provided for by this Agreement;

ii. any breach of unsecured PHI as defined at 45 CFR §164.402;

iii. any Security Incident of which it becomes aware. Fragile and related broadcast activities not resulting in any known or suspected security interference shall not be reported except an aggregate statistic of such events as requested by the other Party.

m. Notify under this section shall include, as reasonably available, the identification of each individual whose PHI has been, or is suspected to have been, accessed, acquired, disclosed or disclosed. Business Associate further agrees to make available in a reasonable time and manner any other available information necessary by the other Party to respond to individual and governmental inquiries regarding any of the notifications received from Business Associate. The Party responsible for any Data Breach, through its actions or inactions or through those of its agents, shall be responsible for notifying the persons affected and any administrative bodies in accordance with Applicable Law. The Parties agree to coordinate any public announcement required by Applicable Law.

n. Comply with all of the restrictions on access, use, disclosure, storage, and transmission of PHI found in the 2003 PRIMARY CARE CASE MANAGEMENT SERVICES CONTRACT § 9.7B(b) BETWEEN THE NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION OF HEALTH BENEFITS AND NORTH CAROLINA COMMUNITY CARE NETWORKS, INC. and any successor agreement between NSC and the State for accessing and using State-owned data.

13. Mutual Covered Entity Obligations. To the extent either Party is a Covered Entity regarding any Data it provides, accesses, or uses through the Data Platform, that Party agrees to:

a. Inform the Business Associate of any changes in the notice of privacy practices that the Covered Entity provides to individuals pursuant to 45 CFR §164.520 that affect Business Associate’s use or disclosure of PHI, and provide to the Business Associate, upon request, a copy of the notice of privacy practices currently in use.

b. Inform the Business Associate of any changes in, or revocation of, the authorization provided pursuant to 45 CFR §164.520, to the extent relevant to any obligations under this Agreement.

1. The Business Associate, in writing and in a timely manner, of any arrangements required of Covered Entity under 45 CFR §164.526 that may affect the use or disclosure of PHI required by the Business Associate under this Agreement, including regulations regarding the use or disclosure of PHI as provided for in 45 CFR §164.526.

c. Make any amendments to PHI that Covered Entity agrees to pursuant to 45 CFR §164.526.
e.okinetic disclosures of PHI and information related to such disclosures would be required if Covered Entities to receive a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

14. Participant Obligations when neither a Covered Entity or a Business Associate. Any participant who does not fit the description of a Covered Entity or a Business Associate, by executing this Agreement agrees to bear all of the obligations for safeguarding the privacy and security of the Data Platform and the Data as if Participant were a Business Associate, for all Data accessed or used by Participant.

15. Ownership of Data. Access to or use of Data under this Agreement does not change the ownership of Data accessed or used. Notwithstanding the foregoing, Data provided through the Data Platform may become integrated into patient records and may no longer be separable from the Data of the receiving entity. The Parties acknowledge it is impractical to require deletion of Data that has been integrated into other systems and applications, but that Data shall remain under all the privacy and security and permitted Use restrictions set forth in this Agreement.

16. Confidential Information. Confidential Information disclosed to a Party must be kept confidential until it has been disclosed publicly by someone authorized by the owner of the Confidential Information. Confidential Information must be kept, as retained while needed to perform under this Agreement, unless the need to perform ends for any reason, that Confidential Information disclosed, including all copies, must be returned to the Disclosing Party or destroyed with a certificate of destruction attested by the person responsible for its destruction. Records that cannot be destroyed or returned must be kept confidential until those records have lost their confidential nature through no fault of the Receiving Party. The Confidential Information may also be retained securely as a record of the Party's obligations. Confidential Information must only be used for the specific purpose for which it was disclosed. A Party receiving Confidential Information must take all reasonable measures to prevent unauthorized disclosure. At a minimum, a Party must treat Confidential Information with as much security as it treats its own confidential information, and never with less care.

17. Term and Termination.

a. Term. This Agreement commences on its Effective Date and continues through the thirty-first day of December of the year in which it was signed by Participant (the “Initial Term”). Thereafter, this Agreement automatically extends for one additional term 1 year in length (the “Renewal Term”) until terminated by either of the Parties as provided herein below. The Initial Term and all Renewal Terms are collectively the “Term” of this Agreement.

b. Automatic Termination. If Participant is participating only in the State program covered by the 2019 PRIMARY CARE MANAGED CARE SERVICES CONTRACT § 373.1 BETWEEN THE NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION OF MEDICAL BENEFITS AND NORTH CAROLINA COMMUNITY CARE NETWORKS, Inc. then this Agreement will terminate immediately upon the termination of that contract, except that this Agreement will continue in force under any successor agreement between NCSN or its Affiliate and the State for accessing and using State-owned Data. Additionally, if any Applicable Law is changed making Participant’s access or use of the Data Platform or the Data unlawful, or Participant becomes ineligible to access or use the Data Platform or the Data, then this Agreement will end immediately upon that change.

c. Termination of Agreement. Participant may terminate this Agreement (80 days) after providing written notice to NCSN of Participant’s intent to terminate, provided Participant also terminates Participant’s contract with NCSN, in accordance with this Agreement. This Agreement will cease to have any effect on Participant and all Participant’s Authorized Users accessing the Data Platform and the Data.

d. Termination by NCSN. NCSN may terminate this Agreement for any reason no more than thirty (30) days after providing written notice to Participant of NCSN’s intent to terminate. Termination of this Agreement will cause NCSN to de-authorize Participant and all Participant’s Authorized Users from accessing the Data Platform and the Data. NCSN may terminate this Agreement immediately if it determines that Participant has caused or allowed a Data Breach which would require notification to affected individuals and the State.

e. Survival of Data Obligations. In addition to any other survival terms in this Agreement, the Parties expressly acknowledge that termination of this Agreement will not and shall not be deemed to relieve any Party or its Authorized Users from maintaining the privacy and security of any Data accessed or used by or incorporated into that Party’s systems and applications, and State-owned Data may not be used or copied or otherwise prevented from performing under this Agreement and may not be disclosed to any third party for any reason without the prior written permission of NCSN and the State.

18. Disclaimer.

a. Clinical Decision Support and Information. The Data Platform and the Data may contain information, protocols, and input related to clinical decision-making. The Parties mutually understand and agree that any such content, protocol, or products and is available through the Data Platform do not, and shall not be construed to act as, a substitute for a healthcare provider’s professional judgment. The Parties expressly disclaim any warranty of accuracy or completeness of ANY DATA or INFORMATION INPUT INTO THE DATA PLATFORM BY ANY PARTY, AUTHORIZED USER, OR ANY THIRD PARTY. PARTICIPANT AND EACH AUTHORIZED USER AGREE TO HAVING ACCURACY AND RELIABILITY OF SUCH DATA, INFORMATION, MATERIALS, AND INPUT OBTAINED FROM OR THROUGH THE DATA PLATFORM. NCSN DOES NOT RECOMMEND OR ENDORSE ANY PROVIDER OF HEALTHCARE PRODUCTS, ITEMS, SERVICES, OR ANYTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO EITHER SUCH PROVIDER OR ANY OTHER ORGANIZATION OR PARTY.

b. External Networks, Devices, Center Lines, and Interfaces. Connections to external Data repositories and information technology systems (“Networks”) may be made available through or in conjunction with the Data Platform to facilitate the storage or transmission of patient records and alert devices (“Peripheral”) which may also be made available through or in conjunction with the Data Platform to facilitate telehealth services. Participant hereby agrees and acknowledges that such Networks, Devices, Center Lines, and Interfaces are available through the Data Platform and that PHI may be stored and transmitted using such Networks and Peripherals. NCSN makes NO REPRESENTATION OR WARRANTY REGARDING THE AVAILABILITY

OF ANY PARTICULAR NETWORKS OR CENTER LINES OR PERIPHERALS OR ANY PARTICULAR DATA SOURCE OR NETWORK PROVIDER OR DEVICE MANUFACTURER. PARTICIPANT ACKNOWLEDGES THAT ACCESS TO ANY NETWORKS OR CENTER LINES OR PERIPHERALS WILL BE PROVIDED OVER VARIOUS FACILITIES AND COMMUNICATION LINES, AND INFORMATION WILL BE STORED ON REMOTE SERVERS, REPOSITORIES, AND STORAGE MEDIA AND TRANSMITTED OVER LOCAL EXCHANGE AND INTERNET BACKBONE CARRIER LINES AND MOBILE NETWORKS AND THROUGH ROUTERS, SWITCHES, AND OTHER SERVICES OWNED, MAINTAINED, AND SERVICED BY THIRD-PARTY CARRIERS, UTILITIES, AND OTHER PARTIES. ANY USE OF ANY OF THE ABOVE VEHICLES OF TRANSMISSION, AT ANY TIME, SERVICES, REPOSITORIES, PERIPHERALS, DATA SOURCES, AND OTHER NETWORK PARTICIPANTS MAY BE SUBJECT TO THEIR OWN SPECIFIC TERMS OF USE, CONDITION, OR RESTRICTIONS. ANY USE OF ANY NETWORK OR CENTER LINE IS AT THE DISCRETION OF THE PROVIDER AND NCSN OR ITS AFFILIATES AND ANY TIME AND WITHOUT NOTICE. NCSN EXPRESSLY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY TO RELY ON THE PRIVACY, SECURITY, CONFIDENTIALITY, OR USE OF ANY INFORMATION OR DATA WHILE IT IS TRANSMITTED VIA CENTER LINES, OR IF ANY DELAY, FAILURE, INTERRUPTION, INTERCEPTION, LOSS, TRANSMISSION, OR CORRUPTION OF ANY DATA OR INFORMATION. PARTICIPANT AGREES TO BEAR ALL RISKS OF DAMAGE FROM ANY USE OR LOSS OF THE DATA SYSTEMS. USE OF THE CENTER LINES AND PERIPHERALS IS AT THE RISK OF PARTICIPANT AND ITS AUTHORIZED USERS, AND IS SUBJECT TO ALL APPLICABLE LOCAL, STATE, AND NATIONAL LAWS.

c. Data Platform Services and Software. The DATA PLATFORM IS PROVIDED ON AN "AS IS" BASIS ONLY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NCSN DOES NOT REPRESENT OR WARRANT THAT THE DATA PLATFORM WILL MEET THE REQUIREMENTS OF ANY PERSON OR ENTITY OR WILL OPERATE ERROR-FREE OR CONTINUOUSLY, AND NCSN MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR SATISFACTION OF ANY TYPE OR NATURE. THE PARTIES AGREE THAT ANY AGREEMENTS, REPRESENTATIONS, OR WARRANTIES OTHER THAN EXPRESSLY SET FORTH IN THIS AGREEMENT HAVE BEEN MADE, AND THAT NO FUTURE AGREEMENT, REPRESENTATION, OR WARRANTY UNDER THIS AGREEMENT SHALL BE EFFECTIVE UNLESS EXPRESSLY STATED IN AN AMENDMENT TO THIS AGREEMENT.

d. Patient Information. PATIENT INFORMATION THAT MAY BE PROVIDED TO PARTICIPANT AND THEIR AUTHORIZED USERS THROUGH THE DATA PLATFORM ARE BEING PROVIDED "AS IS" AND "AT THEIR OWN RISK." WITHOUT ANY WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, WHETHER STATUTORY OR COMMON LAW, ARISING FROM COURSE OF DEALING, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. NO PARTY WARRANTS THAT THE PERFORMANCE OF ITS SYSTEM OR THE DATA PLATFORM OR THE DELIVERY OF PATIENT INFORMATION WILL BE TIMELY, UNINTERRUPTED, OR ERROR-FREE, OR THAT THE PERFORMANCE OF ITS SYSTEM OR THE DATA PLATFORM OR THE DELIVERY OF PATIENT INFORMATION WILL NOT BE SUSCEPTIBLE TO VIREMIA, HOMICIDE, ARSENIC, OR ANY OTHER VIRUS, PATHOGEN, OR INFECTION WHICH MAY CAUSE HARMFUL ENVIRONMENT. PARTICIPANT ACKNOWLEDGES THAT THE USE OF THE DATA PLATFORM AND THE USE OF THE DATA PLATFORM WITH THE DATA PLATFORM ARE BEING PROVIDED "AS IS" AND "AT THEIR OWN RISK," WITHOUT ANY WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, WHETHER STATUTORY OR COMMON LAW, ARISING FROM COURSE OF DEALING, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. NO PARTY WARRANTS THAT THE PERFORMANCE OF ITS SYSTEM OR THE DATA PLATFORM OR THE DELIVERY OF PATIENT INFORMATION WILL BE TIMELY, UNINTERRUPTED, OR ERROR-FREE, OR THAT THE PERFORMANCE OF ITS SYSTEM OR THE DATA PLATFORM OR THE DELIVERY OF PATIENT INFORMATION WILL NOT BE SUSCEPTIBLE TO VIREMIA, HOMICIDE, ARSENIC, OR ANY OTHER VIRUS, PATHOGEN, OR INFECTION WHICH MAY CAUSE HARMFUL ENVIRONMENT.

19. Limitations of Liability. This provision is not meant to and shall not be deemed to limit the applicability of the North Carolina Tort Claims Act and any immunities available to government entities therein for the use of the Data Platform and the Data. Any and all claims and the amount of any damages sustained by or from any or all uses of the Data or the Data Platform or the Data. Neither Participant nor any of its Authorized Users shall have any recourse against NCSN for any Claim made by or on behalf of another participant. Participant shall hold NCSN harmless against all Claims arising from or relating to the acts or omissions of its Authorized Users and any person who uses the security credentials of one of those Authorized Users, whether lawfully or unlawfully. NCSN shall hold Participant harmless against all Claims arising from or relating to the acts or omissions of its Authorized Users and any person who uses the security credentials of one of those Authorized Users, whether lawfully or unlawfully. NCSN shall hold Participant harmless against all Claims arising from or relating to the acts or omissions of its Authorized Users and any person who uses the security credentials of one of those Authorized Users, whether lawfully or unlawfully. NCSN shall hold Participant harmless against all Claims arising from or relating to the acts or omissions of its Authorized Users and any person who uses the security credentials of one of those Authorized Users, whether lawfully or unlawfully. NCSN shall hold Participant harmless against all Claims arising from or relating to the acts or omissions of its Authorized Users and any person who uses the security credentials of one of those Authorized Users, whether lawfully or unlawfully. Participant and their Authorized Users, including without limitation to Participant any unauthorized access or use of the Data Platform.
   a. Business operations/needs Notices. The primary means of communication between the Parties for
      Notice purposes, regarding business operations and other non-legal issues related to
      performance under this Agreement shall be email. Either Party may change its email
      address of its contacts by giving written notice to the other Party of such change.
      i. NSCN Business email: alejandro@nschnorthcarolina.org
      ii. Participant Business email: beth.anderson@nczenergy.com
   b. Legal Notices. All Notices allowed or required under this Agreement relating to legal matters,
      including contract amendments, contract termination, breaches of the Agreement or any
      obligation contained therein, audits, and all related legal matters must be sent by US mail
      certified with return receipt requested, or by a nationally recognized carrier (e.g. FedEx, UPS),
      and must be addressed using the address information provided below, as amended by the Parties
      from time to time:
      i. For NSCN: 2300 Pinewoods Drive, Raleigh, NC 27607 ATTENTION: General Counsel
      ii. For Participant: 301 Roxy Drive, Statesville, NC 28677
21. Remedies. The rights and remedies of the Parties under this Agreement are cumulative and will
    not be construed as only in the alternative. The Parties agree a material breach of its
    Confidentiality, Indemnification, or Insurance obligations would cause injury and damage which could
    not adequately be compensated for in an action at law. Therefore, a Party will be entitled to equitable
    and any equitable relief in the event of a material breach, or to prevent the imminent breach of any
    such obligation by the other Party or its Representatives or Authorized Users, without the need for
    prior proof or any posting of bond. Resort to equitable relief will not be construed to be a waiver of
    any other rights or remedies of the Parties.
22. Amendments. The form of this Agreement has been accepted by the North Carolina Department of
    Health and Human Services, Department for Health Benefits ("DHB"), for use under the contract
    the 2019 PRIMARY CARE MANAGEMENT SERVICES CONTRACT # 37769 BETWEEN THE NORTH
    CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION OF HEALTH BENEFITS AND
    NORTH CAROLINA COMMUNITY CARE NETWORKS, INC. and any successor agreement between NSCN
    and the State for accessing and using State-owned data. NSCN will not entertain substantive changes
    to the terms of this Agreement when used for protecting State-owned data. If Participant is not
    participating in any State-funded programs or using any State-owned data, this Agreement may
    be amended only in a writing signed by both Parties. The Party agrees that if Participant signs but
does not date the Agreement, NSCN may fill in the date of Participant’s signature without need for a formal
amendment and will notify Participant of this act if it occurs.
23. Assignment. NSCN may assign or transfer this Agreement to an Affiliate, a successor-in-interest, or
    to an assignee of all or substantially all of the assets of NSCN. Participant may not assign or transfer
    this Agreement, or any part thereof, without the prior written consent of NSCN. In the event
    Participant purchases or is purchased by another entity, no new Authorized Users are permitted until
    the parties amend this Agreement to reflect the change in ownership and the acceptance by the new
    participant of all the obligations of Participant under this Agreement. This Agreement shall be
    void to the benefit of NSCN Participant, their successors and permitted assignees.
24. Waiver. If either Party waives the enforcement of any obligation or right created under this
    Agreement, that waiver shall not operate as or be construed as an amendment or modification of this
    Agreement. Further, such waiver will not bar any subsequent enforcement of the same or any other
    obligation or right under this Agreement.
25. Integration. This Agreement contains the entire understanding of the Parties as to its contents and
    supersedes all other prior and contemporaneous contracts, documents, and agreements in relation
    to the subject matter of this Agreement.
26. Severability. If any of the provisions of this Agreement are adjudicated by a court of competent
    jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement will remain in full
    force and effect and its invalid, void, or unenforceable provision will not be part of the Agreement.
27. Independent Contractors. The Parties to this Agreement are contracting as independent contractors
    one towards the other, and nothing herein shall be construed to create a joint venture, agency,
    partnership, or employee-employer relationship. Neither Party will have the power to bind the other
    Party. Neither Party will have any claims against the other Party for employee benefits of any kind.
28. No Third-Party Beneficiaries. This Agreement does not and will not create in any natural person,
corporation, partnership or other organization or entity other than NSCN and Participant any benefits
or rights, and this Agreement will be effective only as to NSCN and Participant and their successors
and permitted assignees. Any third party who benefits from any provision of this Agreement shall be
deemed an intended beneficiary only.
29. Duplicate & Electronic Originals. This Agreement may be executed simultaneously in one or more
    counterparts, each of which is deemed an original but all of which together constitute a single
    instrument. Any conflict among duplicate originals shall be resolved to give full effect to the
    agreement under common sense rules of construction. A conflict will not render the agreement void,
    invalid, or unenforceable. Copies transmitted electronically are the equivalent to original, as are
    signatures. Signed to such documents and transmitted electronically. The Parties agree that signed
    electronic copies will be binding upon them the same as though they were hardcopies with original
    signatures.
30. Insurance. Each Party agrees to notify the State, in writing, and maintain reasonable policies of insurance
    of types and amounts sufficient to protect itself, its employees, and its agents against foreseeable
    liabilities arising from work contemplated under this Agreement. To the extent a Party does not
    maintain a sufficient insurance policy, the cap on liability for direct damages will not apply to
    that under-insured Party.
31. Survival. Any provisions of this Agreement, including pass-through State requirements, that by
    their nature extend beyond the term or expiration of the Agreement, will survive the termination or
    expiration of the Agreement. Without limiting the generality of the foregoing, the Confidentiality,
    Indemnification, and Remedies provisions will survive termination or expiry of this Agreement.
In addition, any entity in possession of or having access to State-owned data must continue to protect
the privacy and sensitivity of that data after termination of this Agreement so long as that entity retains possession of or access to that data and may not use or allow access to that data for any purpose without the prior written consent of NSCN or the State.
32. Authority to Sign. NSCN and Participant warrant they have the capacity to enter into and perform the
    obligations under this Agreement and all activities contemplated herein, and that all corporate and
    other actions required to authorize them to enter into and perform this Agreement were properly
    taken.
33. Governing Law. This Agreement will be governed by and construed under, and the rights and
    liabilities of the Parties determined by, the laws and regulations of the State of North Carolina.
34. Captions and Headings. The headings and captions in this Agreement are for convenience only and
    will not affect the interpretation of the Agreement.

IN WITNESS WHEREOF, the Parties, through their authorized representatives, execute this Participation Agreement as of the date provided herein below:
North Carolina Community Care Networks, Inc.
Cleveland County Department of Social Services
By: [Legal Name of Participant]

For: Susan K. Allen
Name: Katie Swanson
Title: MSS Director
Date: 7/1/19

Exhibit

Governmental Entity
For all Counties, health districts, and other governmental agencies or entities that participate in Care Management and Provider Services, these Participants will have the following additional specific obligations:

1. Work with NSCN and any designated Subcontractors to review periodic performance measures and other metrics from both standard and ad hoc reports and compare performance with quality, access, cost, and utilization benchmarks.
2. Participate in Provider Satisfaction Surveys administered by NSCN.
3. Provide the Care Management and Provider Services for the programs listed in the Payments section below.
4. Follow all published DHB, Department, and NSCN policies regarding travel expenses, international contractors, use of State funds, and other matters applicable to performance under this Agreement.
5. Comply within a reasonable timeframe with all NSCN requests for information related to financial and clinical activities of Participant performed pursuant to contract #R763 and any supplemental contract.

Payments
For any governmental entity participating in the following programs, payment for participation as of the date of execution of the Agreement, subject to change by action of the State, will be per member per month ("MMMP") payments as follows:

<table>
<thead>
<tr>
<th>Program (If applicable)</th>
<th>Monthly Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Care Coordination for Children (&quot;CCC&quot;)</td>
<td>$4.50</td>
</tr>
<tr>
<td>Electric's Care Management (&quot;ECM&quot;)</td>
<td>$2.86</td>
</tr>
</tbody>
</table>

These payments will be made monthly, in arrears, on a set thirty (30) day basis from the date NSCN receives the data on which the payment will be based. If payment amounts due to Participant for a given program decrease by more than fifty percent, NSCN may at its discretion change the frequency of payment for that program up to an annual payment. Payments will be distributed to Participant from the appropriate PCDM Network until such time as the program overnight and payment obligations are transferred to NSCN. Once NSCN assumes these responsibilities, all payments will be made via electronic funds transfer ("EFT").
Emergency Medical Services is requesting approval for a Capital Equipment lease option for automated stretchers through Ferno. Purchase of the automated stretchers would improve service delivery. There will be no fiscal impact to the budget. Pursuing the lease option for Ferno stretchers allows EMS to upgrade current model stretchers to a more modern and efficient stretcher. The current stretchers used by EMS only provide minimal lifting assistance in a vertical manner and still exposes employees to strenuous physical forces.
**ACTION:** Commissioner Whetstine made the motion, seconded by Commissioner Bridges and unanimously approved by the Board to, approve the capital equipment lease with Ferno.

**RESOLUTION TO CANCEL AUGUST 20, 2019 COUNTY COMMISSIONERS MEETING**

**ACTION:** Commissioner Whetstine made the motion, seconded by Commissioner Bridges, and unanimously adopted by the Board, to adopt the following resolution:

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**FINANCE DEPARTMENT: SET PUBLIC HEARING FOR BANK INSTALLMENT FINANCING**

(Schedule Public Hearing for August 6, 2019)

Scheduled public hearing to consider bank financing opportunity for the purchase of a building for the County’s upcoming land purchase financing. A winning bidder will need to be selected and a Resolution adopting the preliminary findings will be presented.

**ACTION:** Commissioner Whetstine made the motion, seconded by Commissioner Bridges and unanimously adopted by the Board to, approve scheduling the public hearing as requested.

**REGULAR AGENDA**

**AGRICULTURE ECONOMIC DEVELOPMENT PARTNERSHIPS**

Chairman Allen recognized Greg Traywick, Agriculture Extension Director, to present information regarding Agriculture Economic Development Partnerships. He introduced Taylor Dill, Field Crops Extension Agent and Andrew White, ASR Grain Partner. Mr. Traywick thanked the Board for their continual forward thinking and strategic planning to help the agriculture community as an economic development opportunity.

Several developments are under way including the Regional Grain Project in collaboration with ASR Grains and the Blended Straw Bale Project with Wilson Farms. The Regional Grain Project was completed through a
partnership with Cleveland County Economic Development Partnership (CCEDP). Mr. Traywick reviewed several positive aspects of Agribusiness in Cleveland County such as marketing infrastructure, opportunities for new crop growth, business to local farmers and expected sales in the coming years. He presented the following PowerPoint to the Board.

**Progress Through Partnerships**

Our Mission:
“North Carolina Cooperative Extension partners with communities to deliver education and technology that enrich the lives, land, economy, and families of North Carolinians.”

**Our Approach**
Define: Teamwork & Brainstorming
Ag service agencies & farmers met to identify need/opportunities and outline goals & objectives.

Develop: Catalyst Projects
Focus on projects to impact the greatest number of farmers and qualify for outside grant funding.

Measure, Communicate & Refine
Work with farm cooperatives to evaluate and report outcomes, and plan future agricultural economic development projects.

**Regional Grain Project**

**Goals:**
- Protect and preserve grain farms in Cleveland & surrounding counties.
- Provide growers with access to custom services and new market channels.
- Supply world-class technical assistance & educational programs.
- Support a new agribusiness venture.
- Seize on a growing demand for malting barley and distillers grains.

**Economic Impact for North Carolina**
$2.1 BILLION
Return on government investment: 27-to-1 ROI

*Craft distilleries, like craft breweries, are an offspring of the larger food/beverage industry. An increasing number of people want to know where things come from, who made it, and how it’s produced.*

- Ben Rogers, Brewer
NC Agricultural Development & Farmland Protection Fund

Outcomes & Projections

<table>
<thead>
<tr>
<th>Outcome</th>
<th>2023</th>
<th>2024</th>
<th>2025</th>
<th>2026</th>
</tr>
</thead>
<tbody>
<tr>
<td>Farmers served</td>
<td>225</td>
<td>225</td>
<td>225</td>
<td>225</td>
</tr>
<tr>
<td>Soil test conducted</td>
<td>325</td>
<td>325</td>
<td>325</td>
<td>325</td>
</tr>
<tr>
<td>Watershed management</td>
<td>100</td>
<td>100</td>
<td>100</td>
<td>100</td>
</tr>
<tr>
<td>Trees planted</td>
<td>500</td>
<td>500</td>
<td>500</td>
<td>500</td>
</tr>
<tr>
<td>High-value grains planted/established</td>
<td>500</td>
<td>500</td>
<td>500</td>
<td>500</td>
</tr>
</tbody>
</table>

Mobile seed cleaner under roof:
- Reduces moisture and reduces unwanted size
- Improves quality and value of grains
- Helps farmers meet strict quality standards established by malt houses

Blended Straw Bale Project

• Wheat straw used as mulch in establishment of turfgrass
• Largest family farming operation in Cleveland County
• 3,000 acres of row crop & 50 acres of commercial vegetables
• Have processed and marketed wheat straw since 2005

Wilson Brothers Farms
Greens, NC

<table>
<thead>
<tr>
<th>Wilson Brothers Farms Gross Annual Straw Sales</th>
</tr>
</thead>
<tbody>
<tr>
<td>Krome 1200HP Square Baler - $135,000</td>
</tr>
<tr>
<td>Field Bale Processor - $25,000</td>
</tr>
</tbody>
</table>

• Outdated/inefficient machinery & equipment
• Limited ability to produce raw material
• Heavy dependence on purchased inputs ("cut of town straw")

Next Steps

NC Tobacco Trust Fund Commission Proposal (§227,658.34)

1. Three hopper bins on superstructures:
- Moves grain between trucks & storage bins more efficiently
- Reduces contamination

2. Mobile seed cleaner under roof:
- Reduces moisture and reduces unwanted size
- Improves quality and value of grains
- Helps farmers meet strict quality standards established by malt houses

3. Feasibility Study: Creating an on-farm distillery and associated value chain

Switchgrass (Pennisetum virgatum)

USDA Value-Added Producer Grant Program

$228,750 over three years will cover 50% of value-added manufacturing and marketing costs

Seaweed will reduce risk to Wilson Farms and allow them to convert 150 acres of corn land to switchgrass over three years.

Parameter | Original Projections | Revised Projections | Revised Projections
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Acres of switchgrass produced</td>
<td>150</td>
<td>150</td>
<td>150</td>
</tr>
<tr>
<td>Value of switchgrass produced</td>
<td>$300,000</td>
<td>$300,000</td>
<td>$300,000</td>
</tr>
<tr>
<td>Seaweed produced</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Value of seaweed produced</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Additional income from value-added product</td>
<td>$300,000</td>
<td>$300,000</td>
<td>$300,000</td>
</tr>
</tbody>
</table>

Increased consumer demand for cut of value-added product | $2,000,000 | $2,000,000 | $2,000,000 |
The Board thanked Mr. Traywick for the information and commended his staff for their continued hard work and dedication to the farmers of Cleveland County.

**BOARD APPOINTMENTS**

**CLEVELAND COUNTY HISTORIC PRESERVATION BOARD**

**ACTION:** Commissioner Bridges made the motion, seconded by Commissioner Hutchins, and unanimously adopted by the Board, to re-appoint Mot Davis and appoint Zack Parker and Leon Martin to serve as members of this board, for a period of four-years, scheduled to conclude June 30, 2023.

**REGION C WORKFORCE DEVELOPMENT BOARD**

**ACTION:** Commissioner Whetstine made the motion, seconded by Commissioner Hardin, and unanimously adopted by the Board, to re-appoint Beth Norman to serve as a member of this board, for a period of three-years, scheduled to conclude June 30, 2022.

**COMMISSIONER REPORTS**

Commissioner Hardin – attended several events in the community such the Cleveland County Amateur Radio (HAM Feast) held at Moss Lake and the Washington Outreach Ministry.

Commissioner Bridges – gave an update on the Cleveland County Fair Fence project.

Commissioner Hutchins – attend the Veteran’s Advisory Council who are preparing for upcoming Memorial Day events.

Commissioner Whetstine – went to the Liberty Mountain production in Kings Mountain, the Cross-Trail Outfitters Fundraiser and gave an update on the upcoming Distinguished Women’s Banquet.

Chairman Allen – attended some of the same events with the other Commissioners. She gave an update on several meetings recently held such as the Mayor’s Round Table and CAGO.

**ADJOURN**

There being no further business to come before the Board at this time, Commissioner Hardin made a motion, seconded by Commissioner Bridges, and unanimously adopted by the Board, to adjourn the meeting. The next meeting of the Commission is scheduled for Tuesday, August 6, 2019 at 6:00 p.m. in the Commissioners Chambers located at 311 E. Marion St., Shelby.