

REQUEST FOR BOARD ACTION

**HENDERSON COUNTY
BOARD OF COMMISSIONERS**

MEETING DATE: January 19, 2022
SUBJECT: Non-Profit Funding Agreement
PRESENTER: Amy Brantley
ATTACHMENTS: Yes
1. First Contact Funding Agreement

SUMMARY OF REQUEST:

At the January 3, 2022 meeting, the Board approved a Budget Amendment for First Contact Ministries. The Board is requested to now adopt a revised funding agreement for the provision of contracted services.

BOARD ACTION REQUESTED:

The Board is requested to approve the Funding Agreement for First Contact Ministries as presented.

Suggested Motion:

I move the Board approve the Funding Agreement for First Contact Ministries.

NOT-FOR-PROFIT FUNDING AGREEMENT

**NORTH CAROLINA
HENDERSON COUNTY**

SUBSTANCE ABUSE RECOVERY RESOURCE NAVIGATOR AGREEMENT

THIS AGREEMENT is entered into as of July 1, 2021, by and between First Contact Ministries, Inc., a North Carolina Corporation ("FCM"), the Henderson County Sheriff's Office ("HCSO"), and Henderson County, a body corporate and politic of the State of North Carolina (the "County").

Basis for the Agreement

- A. The County established a Task Force on Substance Abuse in 2018. Among its recommendations was for the County to work in conjunction with law enforcement to "ascertain the best approach to educating and directing known abusers into a program that could lead to recovery and an exit from the criminal justice system."
- B. FCM is willing to continue a program, in which the Detention Center of the HCSO and FCM will work in conjunction to direct substance abusers toward placement appropriate to their circumstances.

Agreement

- 1. Responsibilities of FCM:
 - A. FCM will evaluate all identified substance abusers to ascertain details regarding their substance abuse upon their release from custody.
 - B. FCM will guide such persons in setting goals for their substance abuse recovery behavioral needs, and to provide them information as to resources which may be available to them after the end of their detention in meeting such goals.
 - C. FCM will coordinate its efforts with those of the Health Resource Navigator of the Henderson County Jail Health Program.
 - D. The contract goals for FCM will be as follows:
 - (1) To meet with 90% of the detainees in HCDF referred by the Health Resource Navigator of the Henderson County Jail Health Program during such detainee's detention.

- (2) That 20% of the former detainees in HCDF after the end of their detention will actually follow up with referrals regarding substance abuse care. FCM will engage in appropriate follow-up contact with former detainees with identified substance abuse problems after the end of their detention to determine if the former detainees followed up with substance abuse referrals and if they need additional assistance.
2. Responsibilities of Henderson County: To pay to FCM the total sum of \$200,000.
3. The term of this Agreement shall be through June 30, 2022.
4. Miscellaneous Terms:
 - A. Independent Contractor: The relationship of the parties under this Agreement shall be that of an independent contractor, and not that of an agent, employee, partner, or joint venture. Neither party shall exercise control over the manner in which the other party performs its duties hereunder except as provided in this Agreement to assure compliance with this Agreement. It is specifically agreed and understood by and between the parties to this Agreement, that the Employee(s) shall not, by virtue of the appointment or any acts hereunder, become an employee of Henderson County, and that the Employee(s) are in no way entitled to any county employee benefits or coverage under Henderson County's Workers' Compensation Insurance.
 - B. Indemnification: Each party shall indemnify and hold harmless the other party from and against any and all claims, liabilities, damages, fines, penalties, taxes, costs, and expenses, including reasonable attorney's fees and cost of settlement, which it may suffer, sustain, or become subject to as a result of any act or omission of the indemnifying party, its officers, employees, agents, or servants in performing its duties under this Agreement.
 - C. As North Carolina General Statute §143-133.3 prohibits the County from entering into contracts with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the North Carolina General Statutes, FCM shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if FCM utilizes a subcontractor, FCM shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
 - D. The following standard provisions for County not-for-profits agreements apply:
 - (1) FCM shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement without prior written consent of the County.

- (2) In connection with the performance of this Agreement, pursuant to N.C. Gen. Stat. §143-422.2(a), FCM shall not discriminate against any employee, applicant for employment or program participant because of race, religion, color, sex, age, handicap, or national origin or because of their limited English language proficiency.
- (3) FCM shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practices, and procedures.
- (4) FCM shall submit to the COUNTY a semi-annual status report in January 2022, and an annual status report in July 2022, of all program activities including a summary of the accomplishment of stated goals and objectives.
- (5) FCM shall provide an accounting of funds paid to it hereunder. This accounting shall demonstrate that funds allocated to FCM have been used for the purpose(s) specified herein. The accounting report shall be submitted to the County within 30 days of the end of the term. Further, the County shall be entitled to audit FCM's expenditure of County funds at the County's discretion. Any excess funds or funds not used for the expressed purpose(s) stated herein must be returned to Henderson County within thirty (30) days of Henderson County's request for said funds.
- (6) The County shall be entitled to conduct an evaluation of the FCM programs and activities particularly as it relates to the accomplishments of established goals and objectives and the measurement of services being delivered.
- (7) All books and records shall be maintained by the FCM for a period of at least three years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the FCM.
- (8) FCM must adhere to a Drug-Free Workplace Policy in accordance with the Drug-Free Workplace Policy of 1988 (41 U.S.C. 70 I).
- (9) Neither the County nor HCSO are in any way responsible for the administration and supervision of FCM's officers, employees, and agents, which persons it is agreed are not officers, employees, or agents of Henderson County.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their name by their duly authorized officers, their seals to be hereto affixed the day and year first above written.

