

## REQUEST FOR BOARD ACTION

### HENDERSON COUNTY BOARD OF COMMISSIONERS

**MEETING DATE:** June 19, 2024

**SUBJECT:** Subrecipient Agreement – Opioid Settlement Funds Grant

**PRESENTER:** Jodi Grabowski, Strategic Behavioral Health Director

**ATTACHMENTS:** Yes

1. Opioid Settlement Funds Grant Subrecipient Agreement

#### **SUMMARY OF REQUEST:**

At the Board's December 4, 2023 meeting, the board approved a Resolution for Opioid Settlement fund Expenditure Authorization, to include funding to Camp Glow, Inc as part of the prevention strategy.

The Board is requested to approve the attached Subrecipient Agreement with Camp Glow, Inc. in order to grant the funding.

#### **BOARD ACTION REQUESTED:**

The Board is requested to approve the attached Subrecipient Agreement with Camp Glow, Inc.

#### **Suggested Motion:**

*I move the Board approve the attached Subrecipient Agreement with Camp Glow, Inc.*

# Subrecipient Agreement

between

**County of Henderson**, a body corporate and politic of the State of North Carolina (the *County*)

**Camp Glow, Inc.**, a nonprofit corporation existing under the laws of North Carolina (the *Sub-Recipient*)  
TIN: \_\_\_\_\_ UEID: \_\_\_\_\_

## OPIOID SETTLEMENT FUNDS GRANT

**This agreement is made between the County and the Sub-Recipient.**

### Recitals:

Henderson County is a party to the settlements arising from various national class action lawsuits against opioid drug manufacturers and distributors class action settlements.

As such, the County has received significant funding, to be used expressly and only for prevention and treatment of harm resulting from opioids.

The Sub-Recipient hereunder has proposed a project which would meet the requirements laid upon the County as a result of settlements.

The County and Sub-Recipient desire to enter into this Agreement.

### Agreement:

#### Term:

This agreement shall be effective from the date hereof, and shall terminate June 30, 2024.

#### Sub-Recipient's Duties:

The Sub-Recipient shall provide the services as described in the attached statement, which is attached hereto and incorporated herein by reference (the "Project").

All funds provided to the Sub-Recipient under this Agreement shall be used to accomplish the Project.

The Sub-Recipient understands and acknowledges that total funding level available under this agreement will not exceed \$2,500.00. The description of the Project shows the payment amounts to be paid to Sub-Recipient for the various aspects of the Project. The Sub-Recipient agrees to complete all sections of the Quarterly or Periodic Status Report & Accounting following each quarter and provide all supporting documentation when the quarterly Accounting is submitted.

The Sub-Recipient will provide to the County the following forms: W-9/Electronic Payment/Vendor Verification form (pursuant to 09NCAC 03M.002), Conflict of Interest Statement (pursuant to N.C. Gen. Stat. §143C-6-23.(b)). and No Overdue Tax Debt Certification (pursuant to N.C. Gen. Stat. §143C-6-23(c)).

Directed grants to nonprofit organizations are for nonsectarian, nonreligious purposes only. State funds for any one employee of a nonprofit are capped at \$120,000.00. Funds shall not revert until June 30, 2024.

The Sub-Recipient understands and acknowledges required compliance with all statutory provisions outlined in N.C. Gen. §143C-6-22 (use of State funds by non-State), and 09 NCAC 03M .0205 (minimum reporting requirement recipient and subrecipient), and of the North Carolina Opioid Settlement Agreement.

County's Duties:

The County shall pay the Sub-Recipient a total not to exceed \$2,500.00. The appropriation shall be distributed as received from various class action settlements referenced above. Once the County is satisfied that the Sub-Recipient has provided the County with all the required documentation as stated herein, the received distribution, shall be paid to the Sub-Recipient.

Quarterly Status Reporting:

The Sub-Recipient agrees to provide quarterly, or 90-day project status reports to be sent electronically from the Sub-Recipient to the County and shall at a minimum include:

- a. Period stating beginning balance of the Project Fund.
  - i. Total expenses disbursed (aggregate totals) by the following project uses:
    - a. Employee Expenses (e.g. program related staffing).
    - b. Service and Contract expenses (e.g. utilities, telephone, data, lease related expenses).
    - c. Goods (e.g. supplies and equipment) expenses.
    - d. Administration Expenses (e.g. overhead & project management).
    - e. Other expenses (e.g. related charges not assigned above and described by recipient).
  - ii. Period ending balance of the Sub-Recipient funding disbursed pursuant to this agreement.
  - iii. A descriptive summary of how the funds were used including outcomes and specific deliverables or accomplishments to date.
  
- b. Quarterly project status reports shall be submitted by email to Ms. Jodi Grabowski, Behavioral Health Systems Director, Henderson County Department of Strategic Behavioral Health.

Funds Management:

The Sub-Recipient agrees that funds paid through this contract shall be accounted for in a separate fund and accounting structure within the Sub-Recipient's central accounting and grant management system. The Sub-Recipient agrees to manage all accounts payable disbursements, check register disbursements and related transactions in a detailed manner that supports fully transparent accounting of all financial transactions associated with this funding allocations described in the Quarterly Status Reporting, above. Expenditures for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be eligible under this Contract. If eligible, the Recipient and all subrecipients shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their quarterly project status reports.

Monitoring and Auditing:

The Sub-Recipient acknowledges and agrees that, from and after the date of execution of this Agreement and for five (5) years following its termination, the books, records, documents and facilities of the Sub-Recipient are subject to being audited, inspected and monitored at any time by the AGENCY upon its request (whether in writing or otherwise). The Sub-Recipient further agrees to provide County and the State of North Carolina, and their respective staffs, with access to financial and accounting records to support internal audit, financial reporting and related requirements.

The Sub-Recipient acknowledges and agrees that, regarding the grant funds, it will be subject to the audit and reporting requirements prescribed in N.C. Gen. Stat. §159-34, rules and regulations. Such audit and reporting

requirements may vary depending upon the amount and source of grant funding received by the Sub-Recipient and are subject to change.

### Taxes

The Sub-Recipient shall be considered to be an independent recipient and as such shall be responsible for all taxes. The Sub-Recipient agrees to provide the County with the Sub-Recipient's correct taxpayer identification number and Federal Unique Identification Number upon the execution of this Agreement. The Sub-Recipient agrees that failure to provide the County with a correct taxpayer identification number authorizes the County to withhold any amount due and payable under this Agreement.

### Sub-Contracting and Assignment:

The Sub-Recipient agrees that by assigning or subcontracting any work related to the contract to a subcontractor it will insure that such entities shall comply with the following:

- (a) The Sub-Recipient is not relieved of any of the duties and responsibilities of the original contract; and
- (b) The Sub-Recipient and all subcontractors agree to abide by the standards contained in this contract and to shall provide all information to allow the County to comply with these standards.

RECIPIENT agrees that all SUB-RECIPIENTS to this agreement shall comply with the following provisions of the North Carolina Administrative Code: "09 NCAC 03M .0203 SUB-RECIPIENT RESPONSIBILITIES."

### Compliance with Law:

The Sub-Recipient shall be wholly responsible for the scope of work to be performed under this Agreement and for the supervision of the Sub-Recipient's employees and assistants. The Sub-Recipient represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, nor have any individual contractual relationship, with the County. The Sub-Recipient shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of his business and work performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction.

The Sub-Recipient acknowledges and agrees that, in its conduct under this Agreement and in connection with any and all expenditures of funds hereunder, it shall comply with the cost principles enunciated in the Code of Federal Regulations, 2 CFR, Part 200 (the *Uniform Guidance*). The Sub-Recipient further acknowledges and agrees that, if it grants any of the grant funds awarded hereunder to one or more subcontractors or sub-sub-recipients, the Sub-Recipient shall, by contract, ensure that the Uniform Guidance is applicable to and binding upon any and all such subcontractors, sub-sub-recipients, and the like, in their handling, use and expenditure of the funds awarded to the Sub-Recipient hereunder.

### Amendments

Amendments must be in writing, and must be executed by the Sub-Recipient, the County and an authorized representative of the State of North Carolina.

### Close-Out Process

The Sub-Recipient shall submit to the County a complete performance and expenditure status report (final report) within ninety (90) days after expiration of this agreement June 30, 2023:

- 1) A complete accounting of how the appropriated funds were used;

- 2) A complete performance status report; and
- 3) A Certification stating the funds were used for the purpose appropriated on a template supplied by the State of North Carolina for such purpose.

The above noted reports shall include Sub-Recipient and subcontractor and sub-sub-recipient reporting information related to the above noted quantitative results and accomplishments. The Sub-Recipient and any sub-sub-recipients shall state their agreement in such reports that all program activity results information reported shall be subject to review and authentication as described in this Agreement, and that Sub-Recipient will provide access to work papers, receipts, invoices and reporting records, if requested by the County or the State of North Carolina, as the County or the State of North Carolina execute any audit internal audit responsibilities.

The Sub-Recipient will be deemed noncompliant if its final report is not submitted within the 90-day period stated above. Once the complete final performance and financial status report package has been received and evaluated by the County, the Sub-Recipient will receive official notification of agreement close-out. The letter will inform the Sub-Recipient that the County and the State of North Carolina are officially closing the agreement and retaining all agreement files and related material for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement. In Witness Whereof, the Sub-Recipient and the County have executed this Agreement in duplicate originals, with one original being retained by each party.

**Camp Glow, Inc.**

By: \_\_\_\_\_

Name of signor: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**County of Henderson**

By: \_\_\_\_\_

Name of signor: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_