



Dear Provider:

Attached you will find an electronic Contract in PDF format. Partners Health Management utilizes an online, e-contracting service that will allow you to sign contracts with us electronically. This is a web-based product, and requires no subscriptions, costs to the provider, or software to install or download.

The contract arrives by secure email and you follow the link to a secure online website (as instructed within the email) to review and sign the contract, download and/or print a copy if you'd like, and you are done.

Partners requires **ALL** contracts and amendments to be signed through the *DocuSign* electronic process, which is the vendor selected by Partners BHM. *DocuSign* offers free and very helpful technical support on their website at <https://www.docusign.com/support>, should you be interested or need to review that information. The How-To-Guides and Signing Video are helpful resources. Please utilize this link for questions as you work through this process. For a quick reference guide, I would highly recommend clicking on the Support area and reviewing the "Receiving a Document for Guided Signing Guide".

In summary;

- Providers must sign the contract electronically.
- Once reviewed, and signed, don't forget the final step and confirm you are agreeing to electronically sign the contract.



- Once confirmed, *DocuSign* will automatically return the contract to Partners BHM.
- After this step, Providers may print and save a copy for their files.
- Providers **do NOT** need to print and return paper copies of the contract to Partners BHM.

NEW PROVIDERS: To complete your set up in our software systems, Providers must also go to www.partnersbhm.org and complete the Electronic Funds Transfer (EFT) form (Agreement for ACH Transactions) and the Trading Partner Agreement (TPA) and send to the respective departments once completed.

These forms can be found by following this path:

- **EFT form:** email vendorsetup@partnersbhm.org and request forms
- **TPA link:** Provider Knowledge Base - Provider Tools – AlphaMCS, ZixMail and Billing Set Up

Corporate Office
901 S New Hope Rd.
Gastonia, NC 28054

Elkin Region Office
200 Elkin Business Park Drive
Elkin, NC 28621

Hickory Region Office
1985 Tate Blvd. SE, Suite 529
Hickory, NC 28602

It is also recommended that you review the Provider Orientation Toolkit and Provider Operations Manual found on our website. These documents can be found by following this path:

- Provider Knowledge Base – Provider News – Orientation Packet and Provider Operations Manual

Thank you and we sincerely hope you find this an efficient way to manage your contracts with Partners BHM going forward.

Sincerely,

Tammie Cribb

Tammie Cribb
Network Contract Manager

Enc.

CONTRACT BETWEEN

PARTNERS HEALTH MANAGEMENT Area Authority/LME-MCO AND GASTON COUNTY PUBLIC HEALTH A PROVIDER OF MH/DD/SA SERVICES

THIS CONTRACT is made between Partners Health Management, Area Authority/LME-MCO (herein known as the "LME"), and **GASTON COUNTY PUBLIC HEALTH** (herein known as the "Provider"), operating under the laws of North Carolina. By means of this Contract, the Local Management Entity is establishing a relationship with Provider(s) who are reimbursed for activities and/or services as listed below.

This Contract is effective July 1, 2025 through June 30, 2026

Article I General Terms and Conditions

NOW, THEREFORE, the LME and the Provider herein are referred to as the "Parties", and agree as follows:

1. **Nonproprietary information.** The Provider shall not publish or disseminate any advertising or proprietary business material either printed or electronically transmitted (including photographs, films, and public announcements) or any business papers and documents which identify the LME or its facilities without the prior written consent of the LME. Any documents, reports, or other products, with the exception of any and all proprietary business papers and documents, developed in connection with the performance of the Contract, shall be in the public domain and shall not be copyrighted or marketed for profit by the Provider, any consumer, or other entity.
2. **Confidentiality.** The Provider shall protect the confidentiality of any and all items relating to this contractual agreement.
3. **Dispute Resolution.** The parties shall attempt to resolve any disagreement between them before resorting to legal process.
4. **Invalid Provisions.** If any term, provision, or condition of this Agreement is found to be illegal, void, or unenforceable to a court of competent jurisdiction, the rest of this Agreement shall remain in full force and effect. The invalidity or unenforceability of any term or provision hereof shall in no way affect the validity or enforceability of any other term or provision.
5. **Hold Harmless.** To the extent permitted by law, both contracting parties and their agents, servants and employees agrees to hold the other contracting party and its agents, servants and employees harmless from and against any and all claims, expenses (including attorney fees), costs or liability for acts or omissions. If this agreement is terminated, the rights and obligations of the

parties under this agreement shall survive the termination of the agreement regarding any liability for acts or omissions that occurred prior to the termination.

6. **Independent Contractor.** This agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between the contracting parties, their employees, partners, or agents. This independent contractor relationship shall not preclude the Provider from utilizing the service contracts for provision of professional services under this Contract in place of employment contracts. The Provider shall provide an up to date W-9 each Fiscal Year. The Provider shall assume responsibility of any and all personal and business taxes and will be issued a 1099 form annually.

7. **Mergers and Name Changes.** Each shall inform the other party in writing regarding any merger, name change, or change in ownership or control. This change may necessitate an amendment to the agreement.

8. **Applicable Law.** The laws of the State of North Carolina shall govern this agreement.

9. **Subcontracting.** This contract may not be subcontracted without prior written consent from the LME.

Article II Termination

This contract may be terminated prior to the end date upon any of the following events:

1. **Mutual Agreement.** This contract may be terminated at any time by mutual consent of both parties or 30 days after one of the contracting parties gives notice of termination.

2. **Funding Reduction.** This contract may be terminated in the event the funding mechanism, whether state, county or federal, is withdrawn, in part or in whole at the option of the LME with 30 days written notice to the Provider.

3. **Cause Termination.**

a) The LME may immediately terminate this Contract for cause. The cause for termination shall be documented in writing and presented to the Provider detailing the grounds for termination.

b) The LME may terminate this Contract at its discretion if Provider is acquired, merged or experiences a change in ownership or control.

c) The Provider may terminate this Contract upon breach of contract terms by the LME and upon 30 days written notice to the LME.

Article III Contract Responsibility

1. **Notice.** Either Party may at any time change its address for notification purposes by mailing a notice to the other Party at the address designated by that Party. The new address shall be effective

on the date specified in such notice, or if no date is specified, on the tenth (10th) day following the date such notice is received.

2. Entire Agreement. This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed in writing herein. All changes, additions or deletions must be in writing and signed by both parties.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed in multiple copies, each of which shall be deemed an original, as the act of said Party; and each Party will retain a fully executed copy. Each individual signing below warrants he/she is duly authorized by the Party to sign this Contract and to bind the Party to the terms and conditions of this Contract.

Provider Name: GASTON COUNTY PUBLIC HEALTH
Address: 128 WEST MAIN AVENUE GASTONIA, NC 28052
Phone:

Provider's Federal ID:

PROVIDER AUTHORIZED SIGNATURE **DATE**

PRINTED NAME **TITLE**

Partners Health Management
901 S. New Hope Road
Gastonia, NC 28054

CHIEF EXECUTIVE OFFICER / DESIGNEE **DATE**

Per G.S. 159-28, this instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Signed by:
Susan Davis Lackey
0A97C2CBDFF8483...

2/11/2026 | 6:39 AM EST

CHIEF FINANCIAL OFFICER **DATE**

Attachment A
REIMBURSEMENT SCHEDULE FOR SERVICES
GASTON COUNTY PUBLIC HEALTH

Funding Term: Effective July 1, 2025 through June 30, 2026

1. **Project:** We are seeking funding to host the Social Determinants of Health Summit (SDOH) that will convene up to **120** cross-sector individuals from healthcare, housing, public health, education, and community-based organizations as well as interested community members. . The summit will focus on collaborative, data-informed strategies to address key drivers of health: housing instability, food insecurity, transportation barriers, and economic opportunity. The funds will be used to rent the conference center and supply food for participants.

2. **Reimbursement:** The maximum amount to be reimbursed for term is **\$2,871.00**. Partners Health Management will pay contract provider upon receipt of an appropriate invoice and backup documentation (as applicable and required as noted above). Invoices are normally processed within thirty days of receipt.

3. **Submission of Invoices:** The Provider shall submit the monthly invoice no later than 30 days after services has occurred.

4. **Funding Source:** Gaston County Collaborative = \$2,871.00

- **MAIL INVOICES TO:** **Partners Health Management**
 901 S. New Hope Road
 Gastonia, NC 28054
 Attn: NonUCR Billing/Finance
 Email: nonucr@partnersbhm.org

It is understood and agreed by Provider that any agreements by LME to pay any amounts to Provider on any basis other than fee-for-service, are applicable solely to the contract period, and that such payments shall not obligate LME to fund Provider in a manner other than on a fee-for-services basis in this Contract or any future Contracts.

ATTACHMENT B

PARTNERS HEALTH MANAGEMENT BUSINESS ASSOCIATE ADDENDUM

This Agreement is made effective **July 1, 2025** by and between Partners Health Management (“Covered Entity”) and **GASTON COUNTY PUBLIC HEALTH**. (“Business Associate”), (collectively the “Parties”).

1. BACKGROUND

- a. Covered Entity and Business Associate are parties to one or more contracts (“Contract(s)”) whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. Covered Entity is an organizational unit of the North Carolina Department of Health and Human Services (the “Department”) that has been designated in whole or in part by the Department as a health care component for purposes of the HIPAA Privacy and Security Rules.
- c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a “business associate” within the meaning of the HIPAA Privacy and Security Rules.
- d. The Parties enter into this Business Associate Addendum to the Contract(s) with the intention of complying with the HIPAA Privacy and Security Rules provision that a covered entity may disclose protected health information to a business associate, and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

- a. “Electronic Protected Health Information” shall have the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103.
- b. “HIPAA” means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as modified and amended by the Health Information Technology for Economic and Clinical Health (“HITECH”) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law 111-5.
- c. “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- d. “Privacy and Security Rules” shall mean the Standards for Privacy of Individually Identifiable Health Information and the Security Standard for the Protection of electronic Protected Health information set out at 45 C.F.R. Parts 160 and 164.
- e. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- f. “Required By Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
- g. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services or the person to whom the authority involved has been delegated.

- h. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy and Security Rules.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required by Law.
- b. Business Associate agrees to use appropriate safeguards and comply, where applicable, with subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information as required by 45 C.F.R. § 164.410.
- e. Business Associate agrees, in accordance with 45 C.F.R. § 164.502(e)(1) and § 164.308(b)(2), to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such information.
- f. Business Associate agrees to make available protected health information as necessary to satisfy Covered Entity's obligations in accordance with 45 C.F.R. § 164.524
- g. Business Associate agrees to make available Protected Health Information for amendment and incorporate any amendment(s) to Protected Health Information in accordance with 45 C.F.R. § 164.526.
- h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy and Security Rules.
- i. Business Associate agrees to make available the information required to provide an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

4. PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Contract(s) permit(s), Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract(s), provided that such use or disclosure:
 - 1) would not violate the Privacy and Security Rules if done by Covered Entity; or
 - 2) would not violate the minimum necessary policies and procedures of the Covered Entity.

- b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract(s) permit(s), Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that:
 - 1) the disclosures are Required By Law; or
 - 2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract(s) permit(s), Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- d. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the Contract(s) or other applicable law or agreements.

5. TERM AND TERMINATION

- a. **Term.** This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract(s) terminate(s).
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
 - 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
 - 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy and Security Rules.
- c. **Effect of Termination.**
 - 1) Except as provided in paragraph (2) of this section or in the Contract(s) or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - 2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. GENERAL TERMS AND CONDITIONS

- a. This Agreement amends and is part of the Contract(s).
- b. Except as provided in this Agreement, all terms and conditions of the Contract(s) shall remain in force and shall apply to this Agreement as if set forth fully herein.
- c. In the event of a conflict in terms between this Agreement and the Contract(s), the interpretation that is in accordance with the Privacy and Security Rules shall prevail. In the event that a conflict then remains, the Contract's(s') terms shall prevail so long as they are in accordance with the Privacy and Security Rules.
- d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract(s) for cause.

SIGNATURES:

Signed by:

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Covered Entity
LME/MCO

Business Associate
Provider