



Gaston County

Gaston County
Board of Commissioners
www.gastongov.com

Gaston Emergency Medical Services (GEMS)

Board Action

File # 26-013

Commissioner Shehan - GEMS - To Accept and Appropriate Federal Grant Funds from the North Carolina Division of Mental Health, Developmental Disabilities, and Substance Abuse Services to Support Peer Support Specialist (\$51,574)

STAFF CONTACT

Mark Lamphiear - GEMS - 704-866-3202

BUDGET IMPACT

Year 1 (FY 2026) Increase federal grant revenues and associated expenditures. No additional County Funds. (\$38,681)

Year 2 (FY 2027) Increase federal grant revenues and associated expenditures. No additional County Funds. (\$12,893)

BACKGROUND

Funding starts October 1, 2025 through September 30, 2026, for the purpose of funding Peer Support Specialist to strengthen recovery engagement and outcomes for individuals using opioids. The North Carolina Division of Mental Health, Developmental Disabilities, and Substance Abuse Services is granting GEMS \$51,574 No match required.

POLICY IMPACT

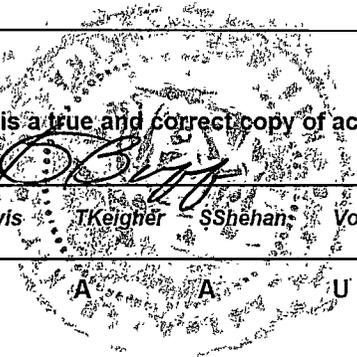
N/A

ATTACHMENTS

Budget Change Request (BCR), Grant Award Contract

DO NOT TYPE BELOW THIS LINE

I, Donna S. Buff, Clerk to the County Commission, do hereby certify that the above is a true and correct copy of action taken by the Board of Commissioners as follows



NO.	DATE	M1	M2	JBailey	CBrown	CCloninger	AFraley	BHovis	TKeigher	SShehan	Vote
2026-035	01/27/2026	BH	SS	A	A	A	A	A	A	A	U

DISTRIBUTION

Laserfiche Users

GASTON COUNTY BUDGET CHANGE REQUEST (BCR)

TO: Matthew Rhoten, County Manager

FROM: 4370 GEMS
 Dept. Code Department Name
Mark Lamphiear 1/13/2026
 Department Director Date

REQUEST TYPE.

- | | |
|--|--|
| <input type="checkbox"/> Line-Item Transfer Within Department & Fund | <input type="checkbox"/> Line-Item Transfer Between Funds* |
| <input type="checkbox"/> Project Transfer Within Department & Fund | <input checked="" type="checkbox"/> Additional Appropriation of Funds* |
| <input type="checkbox"/> Line-Item Transfer Between Departments | |

* Requires resolution by the Board of Commissioners

ACCOUNT DESCRIPTION	ACCOUNT NUMBER	AMOUNT**																														
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Ex. Employee Training	Ex. 1000-BGT-000-00000-000000-0000000-0000-01-520011-	Ex. \$5,000.00 Ex. (\$5,000.00)																														
Federal Grant Revenues-Peer Support	1000-EMS-000-00000-000000-0000000-0000-02-410000-G0169	(\$38,681)																														
Professional Services-Peer Support	1000-EMS-000-00000-000000-0000000-0000-02-530010-G0169	\$38,681																														

JUSTIFICATION FOR REQUEST

Funding starts October 1, 2025 through September 30, 2026, for the purpose of funding Peer Support Specialist to strengthen recovery engagement and outcomes for individuals using opioids. The North Carolina Division of Mental Health, Developmental Disabilities, and Substance Abuse Services is granting GEMS \$51,574 1st Year \$38,681, 2nd Year \$12,893. No match required.

** Decreases in expenditures and increases in revenue accounts require brackets. Increases in expenditures and decreases in revenue do not require brackets. Please note that transfers between funds require inter-fund transfer accounts.

GENERAL CONTRACT COVER

This contract is hereby entered into by and between the North Carolina Department of Health and Human Services, Division of Mental Health, Developmental Disabilities and Substance Use Services, Substance Abuse Services (the "Division") and County of Gaston, Gaston County Emergency Medical Services (EMS) (the "Grantee") with Grantee Tax ID 566000300, Grantee FYE 6/30 (referred to collectively as the "Parties").

1. Contract Documents:

This contract consists of the following documents, which are incorporated herein by reference:

- (a) This contract cover
- (b) The General Terms and Conditions
- (c) Scope of Work
- (d) Federal Pass-Through Requirements
- (e) The Line Item Budget
- (f) Federal Certifications
- (g) State Certification

Incorporated By Reference

The following documents are reference materials and are available by going to the following website, Open Window (https://openwindow.ncdhhs.gov/index.aspx?pid=doc_ReferenceLinks).

- (a) Travel: Policies Governing Travel Related Expenses for Grantees
- (b) General Statutes G.S.143C6 NonState Entities Receiving State Funds
- (c) Subchapter 03M Uniform Administration of State Grants

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

2. Precedence Among Contract Documents:

In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in the contract document section, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple contract amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

3. Effective Period:

This contract shall be effective on 10/1/2025 and shall terminate on 9/30/2026, with the option to extend, if mutually agreed upon, through a written amendment as provided for in the General Terms and Conditions.

4. Grantee's Duties:

The Grantee shall provide the services as described in the scope of work and in accordance with the approved budget.

5. Division's Duties:

The Division shall pay the Grantee in the manner and in the amounts specified in the contract documents. The total amount paid by the Division to the Grantee under this contract shall not exceed \$51,574. This amount consists of \$0 in State funds, \$0 in Local funds, \$0 in Other funds and \$51,574 in Federal funds.

The total contract amount is \$51,574.

Acct	Budget/Fund	AMU/RCC	Year	Federal	State	County/Local	Other
56200168	134603 / 1463	3005229	2027	\$12,893.00	\$0.00	\$0.00	\$0.00
56200168	134603 / 1463	3005229	2026	\$38,681.00	\$0.00	\$0.00	\$0.00

6. Conflict of Interest Policy:

The division has determined that this contract is not subject to N.C.G.S. 143C-6-22 & 23.

7. Reversion of Unexpended Funds:

Any unexpended grant funds shall revert to the Division upon termination of this contract.

8. Grants:

The Grantee has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this contract.

9. Reporting Requirements:

Local governmental grantees funded by state or federal pass-through funds are subject to N.C.G.S §159-34 and must submit an audit report to the Local Government Commission accordingly

All Grantees funded by federal pass-through funds are also subject to reporting requirements in the Code of Federal Regulations, 2CFR Part 200, Subpart D and F, including § 200.303 Internal controls and §§ 200.331-333 Subrecipient Monitoring and Management. Grantees that receive an amount equal to or greater than the applicable audit threshold in federal funds, either direct or pass-through funds, must submit a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards (GAGAS), also known as a Yellow Book audit. The audit must be submitted to the Federal Audit Clearinghouse within 9 months of the Grantee's fiscal year end. Note: If a federal audit is required, the state audit requirements are met by submitting the required federal audit.

10. Payment Provisions:

Payment shall be made in accordance with the contract documents as described in the scope of work.

11. Contract Administrators:

All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's contract administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial contract administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its contract administrator by giving timely written notice to the other Party.

For the Division:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Richard Basteri, Contract Administrator Division of Mental Health, Developmental Disabilities and Substance Use Services, Substance Abuse Services 695 Palmer Drive, Anderson Building Raleigh, NC 27699-3001 Telephone : ()- Fax: ()- Email: Richard.Basteri@dhhs.nc.gov	Richard Basteri, Contract Administrator Division of Mental Health, Developmental Disabilities and Substance Use Services, Substance Abuse Services 695 Palmer Drive, Anderson Building Raleigh, NC 27699-3001

For the Grantee:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Mark Lamphiear, Chief, Department of Emergency Medical Services Gaston County Emergency Medical Services (EMS) 415 N Highland Street Gastonia, NC 28053 Telephone: (704)-866-3203 Fax: ()- Email: Mark.Lamphiear@gastongov.com	Mark Lamphiear, Chief, Department of Emergency Medical Services Gaston County Emergency Medical Services (EMS) 415 N Highland Street Gastonia, NC 28053

12. Supplementation of Expenditure of Public Funds:

The Grantee assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Grantee otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Grantee's total expenditure of other public funds for such services.

13. Disbursements:

As a condition of this contract, the Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:

- (a) Implement adequate internal controls over disbursements;
- (b) Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;
- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to insure that account balance is solvent and reconcile the account monthly

14. Outsourcing to Other Countries:

The Grantee certifies that it has identified to the Division all jobs related to the contract that have been outsourced to other countries, if any. The Grantee further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the Division.

15. Federal Certifications:

Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The grantee is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are accompanied by a signature page and can be found in the Grantee's Managed Documents section of DHHS Open Window. The signature page is to be signed by the grantee's authorized representative.

16. Other Requirements:

The below requirements are from the Notice of Award where the Grantee is referred to as the Subrecipients.

Mandatory Disclosures

Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the HHS awarding agency with a copy to the HHS Office of Inspector General (OIG), all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Subrecipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Disclosures must be sent in writing to the Contract Administrator listed on page 3 and to the HHS OIG at the following addresses:

Attention: SAMHSA

U S. Department of Health and Human Services Office of Inspector General

ATTN: Mandatory Grant Disclosures, Intake Coordinator

330 Independence Avenue, SW, Cohen Building, Room 5527 Washington, DC 20201

Fax: (202) 205-0604 (Include Mandatory Grant Disclosures in subject line) or email:
MandatoryGranteeDisclosures@oig.hhs.gov

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371 remedies for noncompliance, including suspension or debarment (see 2 CFR 180 & 376 and 31 U.S.C. 3321).

The Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(G), as amended, and 2 C.F.R. 175)

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the Federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons. SAMHSA may unilaterally terminate this award, without penalty, if a private entity recipient, or a private entity subrecipient, or their employees: a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect; b) Procure a commercial sex act during the period of time that the award is in effect; or, c) Use forced labor in the performance of the award or subawards under the award. The text of the full award term is available at 2

C.F.R. 175.15(b). See <http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-sec175-15.pdf>.

Accessibility Provisions

Grant recipients of Federal financial assistance (FFA) from HHS must administer their programs in compliance with Federal civil rights law. This means that recipients of HHS funds must ensure equal access to their programs without regard to a person's race, color, national origin, disability, age, and in some circumstances sex or religion. This includes ensuring your programs are accessible to persons with limited English proficiency.

The HHS Office for Civil Rights provides guidance on complying with civil rights laws enforced by HHS. Please

see: <http://www.hhs.gov/ocr/civilrights/understanding/section1557/index.html>.

Recipients of FFA also have specific legal obligations for serving qualified individuals with disabilities. Please

see <http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html>.

Please contact the HHS Office for Civil Rights for more information about obligations and prohibitions under Federal civil rights laws at <https://www.hhs.gov/civil-rights/index.html> or call 1-800-368-1019 or TDD 1-800-537-7697. Also note that it is an HHS Departmental goal to ensure access to quality, culturally competent care, including long-term services and supports,

for vulnerable populations.

For further guidance on providing culturally and linguistically appropriate services, recipients should review the National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care

at <https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=1&lvlid=6>.

Audits

Non-Federal recipients that expend \$1,000,000 or more in federal awards during the recipient's fiscal year must obtain an audit conducted for that year in accordance with the provisions of 45 CFR 96.31. Recipients are responsible for submitting their Single Audit Reports and the Data Collections Forms (SF-FAC) electronically to the to the Federal Audit Clearinghouse Visit disclaimer page (FAC) within the earlier of 30 days after receipt or nine (9) months after the FY s end of audit period. The FAC operates on behalf of OMB.

For specific questions and information concerning the submission process: Visit the Federal Audit Clearinghouse at <https://harvester.census.gov/facweb> or call FAC at the toll-free number (800) 253-0696.

Marijuana Restriction

SAMHSA grant funds may not be used to purchase, prescribe, or provide marijuana or treatment using marijuana. See, e.g., 45 CFR 75.300(a) (requiring HHS to ensure that Federal funding is expended in full accordance with U.S. statutory and public policy requirements); 21 U.S.C. 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase, or distribution of marijuana).

17. Signature Warranty

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

Signatures follow on next page

18. Electronic Signatures:

The parties agree that this Contract may be executed by electronic signature and with equal validity, authenticity, enforceability, and admissibility as a handwritten signature. Each party will retain one fully executed copy of the Contract.

County of Gaston, Gaston County Emergency Medical Services (EMS)


Signature

11-24-23
Date

~~Mark Lamphier~~ Vincent C Wray
Printed Name

~~EMS Director~~ Deputy County Manager
Title

Division of Mental Health, Developmental Disabilities and Substance Use Services, Substance Abuse Services, North Carolina Department of Health and Human Services

DocuSigned by:

RR for Kelly Crosbie
4D30E7C7B2314CD
Authorized Signature

11/25/25 | 9:37 AM EST
Date

Kelly Crosbie
Printed Name

Division Director
Title

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

Independent Contractor: The Grantee is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Division.

Subcontracting: The Grantee shall not subcontract any of the work contemplated under this contract without prior written approval from the Division. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors or subgrantees specified in the contract documents are to be considered approved upon award of the contract. The Division shall not be obligated to pay for any work performed by any unapproved subcontractors or subgrantees. The Grantee shall be responsible for the performance of all its subcontractors/subgrantees.

Assignment: No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may: (a) Forward the Grantee's payment check directly to any person or entity designated by the Grantee; or (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check. In no event shall such approval and action obligate the State to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Division and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Division and Grantee that any such person or entity, other than the Division or the Grantee, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

Indemnification: The Grantee agrees to indemnify and hold harmless the Division, the State of North Carolina, and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Grantee in connection with the performance of this contract to the extent permitted by law.

Default and Termination

Termination Without Cause: The Division may terminate this contract without cause by giving 30 days written notice to the Grantee.

Termination for Cause: If, through any cause, the Grantee shall fail to fulfill its obligations under this contract in a timely and proper manner, the Division shall have the right to terminate this contract by giving written notice to the Grantee and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Grantee under this contract shall, at the option of the Division, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Division for damages sustained by the Division by virtue of the Grantee's breach of this agreement, and the Division may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Division from such breach can be determined. In case of default by the Grantee, without limiting any other remedies for breach available to it, the Division may procure the contract services from other sources and hold the Grantee responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Grantee shall be an act of default under this contract.

Waiver of Default: Waiver by the Division of any default or breach in compliance with the terms of this contract by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the Department and the Grantee and attached to the contract.

Availability of Funds: The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Division.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless

superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this contract are the exclusive property of the Division. The Grantee shall not assert a claim of copyright or other property interest in such deliverables.

Compliance with Applicable Laws

Compliance with Laws: The Grantee shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority

Equal Employment Opportunity: The Grantee shall comply with all federal and State laws relating to equal employment opportunity

Health Insurance Portability and Accountability Act (HIPAA): The Grantee agrees that, if the Division determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the Division may require to ensure compliance.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Division. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

Data Security: The Grantee shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

Duty to Report: The Grantee shall report a suspected or confirmed security breach to the Division's Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Grantee shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered. During the performance of this contract, the grantee is to notify the Division contract administrator of any contact by the

federal Office for Civil Rights (OCR) received by the grantee.

Cost Borne by Grantee: If any applicable federal, state, or local law, regulation, or rule requires the Division or the Grantee to give affected persons written notice of a security breach arising out of the Grantee's performance under this contract, the Grantee shall bear the cost of the notice.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: See schedule for record retention for instructions on disposal timeframes. (<https://www.ncdhhs.gov/about/administrative-offices/office-controller/records-retention>)

Miscellaneous

Choice of Law: The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Grantee, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Division and the Grantee. The Purchase and Contract Divisions of the NC Department of Administration and the NC Department of Health and Human Services shall give prior approval to any amendment to a contract awarded through those offices.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Grantee shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the Division. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Grantee agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the

Division for loss of, or damage to, such property. At the termination of this contract, the Grantee shall contact the Division for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Grantee for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

Sales/Use Tax Refunds: If eligible, the Grantee and all subcontractor/subgrantees 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 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 reimbursement reports.

Advertising: The Grantee shall not use the award of this contract as a part of any news release or commercial advertising.

**N.C. Department of Health and Human Services
Division of Mental Health, Developmental Disabilities and Substance Use Services**

SCOPE OF WORK

BACKGROUND

The primary mission of the Gaston County Emergency Medical Services (EMS) Community Paramedic Program is to provide medication for opioid use disorder (Medication for Opioid Use Disorder - MOUD) and harm reduction tools to individuals who use drugs, particularly opioids; within Gaston County North Carolina continues to experience significant challenges related to opioid use disorders, with overdose deaths remaining a critical public health concern requiring immediate intervention and comprehensive support services.

North Carolina has experienced one of the nation's most severe opioid epidemics, with more than 41,500 residents dying from drug overdoses since 2000. The crisis reached its peak in 2022 with 4,339 overdose deaths, representing a devastating 85% increase from 2019 levels. However, the state achieved remarkable progress in 2024, leading the nation with a 47.7% reduction in opioid-related deaths, dropping to an estimated 3,025 deaths. Fentanyl and synthetic opioids continue to drive the majority of fatalities, accounting for 77% of overdose deaths in 2021. The COVID-19 pandemic initially worsened substance use disorders and overdose rates, but recent data shows significant improvement. Emergency department visits for opioid overdoses have consistently declined throughout 2024, with August 2024 showing 1,055 visits compared to 1,518 in August 2023. Emergency medical services remain on the front lines, with national data showing increased naloxone administration rates of 43.5% for layperson-administered naloxone from 2020 to 2022. However, only 27.2% of EMS naloxone cases in North Carolina received appropriate opioid overdose diagnosis codes in emergency departments, suggesting systematic under-recognition of overdose events.

The program deploys Certified Peer Support Specialists to strengthen client engagement and recovery outcomes. These specialists draw from their own lived experience in recovery to build trust-based relationships and offer peer-to-peer support. Services include coaching on relapse prevention, coping strategies, and healthy lifestyle choices. They conduct one-on-one sessions with a Community Paramedic present and lead group support meetings to provide guidance, encouragement, and practical assistance with recovery-related challenges. Peer Support Specialists assist with resource navigation and advocacy, helping clients access housing, employment, healthcare, and social services while connecting individuals with local support groups, treatment options, and recovery programs.

PURPOSE

The purpose of this contract is to fund a Certified Peer Support Specialist within the Gaston County EMS Community Paramedic Program to strengthen recovery engagement and outcomes for individuals affected by opioid use. Working alongside Community Paramedics, the Peer Support Specialist uses lived experience in recovery to build trust, provide guidance on relapse prevention and healthy coping strategies, and connect clients with essential services such as housing, employment, healthcare, and treatment. The specialist also advocates for removing barriers, ensuring access to resources that support sustained recovery.

PERFORMANCE REQUIREMENTS

The Grantee shall:

1. Deploy Certified Peer Support Specialist Response: Respond to (911) calls involving opioid overdoses throughout Gaston County to assist (911) crews as needed, with a focus on engaging patients post-overdose to discuss MOUD and provide harm reduction tools.
2. Provide Immediate Harm Reduction Support: Distribute harm reduction tools, including naloxone kits, fentanyl test strip kits, xylazine test strip kits, benzodiazepine test strips, medetomidine test strips, and wound care kits, to patients who have experienced opioid-related emergencies and their family members and friends in real time following overdose events.

3. **Conduct Community Education and Distribution:** Distribute harm reduction tools, including naloxone kits, fentanyl test strip kits, xylazine test strip kits, benzodiazepine test strips, medetomidine test strips, and wound care kits to the general public at community events or upon request from concerned community members, providing education and resource information with each distribution.
4. **Facilitate Treatment Referrals:** Establish and maintain referral pathways to local or telehealth MOUD treatment providers, including OTP and OBOT facilities, for continued access to buprenorphine or other MOUD medications for long-term management of Opioid Use Disorder (OUD).
5. **Advocate for Individuals with Substance Use Disorders:** Promote access to treatment, recovery supports, and harm reduction resources while ensuring care is delivered with compassion, dignity, and without stigma, addressing barriers to treatment engagement and recovery
6. **Participate in Professional Development:** Attend educational opportunities, including conferences and workshops, to remain current on best practices, emerging trends, and effective methods for treating OUD, as well as to improve facilitation of Post-Overdose Response Team (PORT) activities.
7. **Provide Follow-Up Services:** Conduct follow-up contact with individuals within 24 to 72 hours when Certified Peer Support Specialist deployment to the initial 911 calls is not possible due to competing priorities or availability constraints.
8. **Establish Data-Driven Quality Improvement Process:** Conduct monthly data analysis of all program metrics to identify trends and service gaps, implementing at least two (2) evidence-based program improvements annually based on outcome data and participant feedback.
9. **Develop Peer Support Network Sustainability:** Train and certify at least five (5) new peer support specialists annually to ensure program continuity, with all certified peers completing 40 hours of continuing education and maintaining active certification status throughout the contract period.
10. **Implement Family and Support System Engagement:** Engage family members or identified support persons for at least 40% of program participants, providing education on overdose prevention, recovery support, and harm reduction strategies with documented family participation in treatment planning.

PERFORMANCE STANDARDS

The Grantee Shall:

1. Comply with performance measures listed in the contract, as well as with all federal and state regulations related to Financial Assistance. This includes all related federal regulations listed in the Code of Federal Regulations, requirements of Substance Abuse Prevention and Treatment Block Grant funding, and state requirements within North Carolina General Statute 143C-6 and North Carolina Administrative Code 09 NCAC 03M.
2. Submit Quarterly Progress Reports that shall include data and information that specifically addresses all performance measures and related contractual activities. Backup documentation to support Quarterly Progress Reports shall be submitted to the Division according to the following schedule:
 - a. October 15th - Quarter 1 Report (July, August, and September)
 - b. January 15th - Quarter 2 Report (October, November, and December)
 - c. April 15th - Quarter 3 Report (January, February, and March)
 - d. July 15th - Quarter 4 Report (April, May, and June)
3. **Expand Field-Initiated Medication-Assisted Treatment Access:** Increase the number of individuals initiated on MAT in the field or during follow-up visits by 20% over the contract year, demonstrating improved treatment engagement and accessibility
4. **Increase Harm Reduction Education:** Provide harm reduction training and resources to a minimum of 1,000 community members, first responders, and justice-involved individuals annually, documenting participation and feedback on educational effectiveness.
5. **Expand Resource Linkage and Case Management:** Connect 85% of program participants to at least one additional support service beyond MAT, including primary care, behavioral health services, housing assistance, or employment support, with documented successful linkages.

6. **Reduce Emergency Medical Services 911 Calls:** Achieve a 25% reduction in 911 calls for opioid-related incidents among program participants, demonstrating program effectiveness in preventing repeat overdoses.
7. **Maintain Professional Standards:** Ensure the Certified Peer Support Specialist maintains current certification, participates in required supervision, and completes continuing education requirements as mandated by North Carolina certification standards.
8. **Document Service Delivery:** Maintain comprehensive records of all client interactions, referrals, educational activities, and outcomes to support continuous quality improvement and grant reporting requirements.

PERFORMANCE MONITORING / QUALITY ASSURANCE PLAN

This contract will be monitored according to the following plan:

Deliverables may be monitored by desk reviews, site visits, and required reports. The Grantee agrees to participate in periodic site visits as determined by the risk assessment. If the Grantee is deemed out of compliance, program staff will provide technical assistance; and funds may be withheld until the Grantee is back in compliance with deliverables. If technical assistance does not prove beneficial, the contract may then be terminated.

REIMBURSEMENT

The Grantee shall submit to the Division FSR Processing Group (dmh.FSRprocessinggroup@dhhs.nc.gov) a monthly reimbursement request called a Financial Status Report (FSR) for services rendered the previous month by the tenth (10th) of each month and, upon approval by the Division, receive payment within thirty (30) days. Monthly payments shall be made based on actual expenditures made in accordance with the approved budget and reported on the FSRs submitted by the Grantee. If this contract is terminated prior to the original end date, the Grantee is required to submit a final reimbursement report and to return any unearned funds to the Division within thirty (30) days of the contract termination date. The Division shall have no obligation for payments based on expenditure reports submitted later than thirty (30) days after termination or expiration of the contract period. All payments are contingent upon fund availability.

A detailed description of expenditures is provided in the contract budget. Backup documentation to support the FSR shall be provided electronically to the Division for each FSR. FSRs must be submitted even when no expenses are incurred in a given month. Failure to submit monthly sequential reports may delay receipt of reimbursement.

If the Grantee needs to make any changes to the contracted budget, the Grantee must submit a written budget realignment request to DMH/DD/SUS and obtain pre-approval for the change (i.e., the Grantee must obtain approval before expending funds in a manner not included in the contracted budget.)

PUBLICITY CLAUSE

The Grantee shall consult with the Division before publicly disclosing results and significant developments pursuant to this Agreement (See Terms and Conditions: Confidentiality). The Grantee shall give the Division a reasonable opportunity to review and approve prior to any press release, website disclosure, use of logo, or public statements with respect to this Agreement.

The Grantee will acknowledge the sponsoring Division and the State/Federal Funding source in any public disclosure or publication. The acknowledgment shall include the following:

"This publication was made possible by Grant Number [FAIN/NCGS] from _____." Or

"The project described was supported by Grant Number [FAIN/NCGS] from _____ "

A disclaimer must also be included which states the following:

Its contents are solely the responsibility of the authors and do not necessarily represent the official view of the North Carolina DHHS or any federal funding agency

Disclaimer for Conference/Meeting/Seminar Materials: If a conference/meeting/seminar is funded by a grant, cooperative agreement, sub-grant and/or a contract, the recipient must include the following statement on conference materials, including promotional materials, agenda, and internet sites:

"Funding for this conference was made possible (in part) by [funding source]. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the North Carolina DHHS and the federal funding agency (if applicable), nor does the mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government."

Federal Pass-Through Requirements

Grantee Name	Gaston County Emergency Medical Services.(EMS)
Grantee UEI	QKY9R8A8D5J6
Federal Award Identification # FAIN	B08T1088124
Federal Award Date #####	06/09/25
Contract/Amendment Start Date	10/01/25
Contract/Amendment End Date	09/30/26
Subaward Federal Amount for This Action (Obligated)	\$ 51,574
Subaward Federal Amount Total (Obligated)	\$ 51,574
Subaward Project Description	EMS Bridge MAT Program
Name of Federal Awarding Agency	SAMHSA
Pass-Through Agency/Division	DMH-DD-SUS
Pass-Through Awarding Official	Secretary Devdutta Sangvai
Assistance Listing #	93.959
Assistance Listing Title	Block Grants for Prevention and Treatment of Substance Abuse
R&D	No
Indirect Cost Rate (Award)	Not Applicable

Federal Award Identification # FAIN	
Federal Award Date #####	
Contract/Amendment Start Date	
Contract/Amendment End Date	
Subaward Federal Amount for This Action (Obligated)	
Subaward Federal Amount Total (Obligated)	
Subaward Project Description	
Name of Federal Awarding Agency	
Pass-Through Agency/Division	
Pass-Through Awarding Official	Secretary Devdutta Sangvai
Assistance Listing #	
Assistance Listing Title	
R&D	No
Indirect Cost Rate (Award)	Not Applicable

Add Page

Reset Form

LINE ITEM BUDGET

This begins the line item budget for year 2026

Budget Detail - Year 2026			
Category	Item	Narrative	Amount
Salary/Wages			\$0.00
Fringe Benefits			\$0.00
Other			\$0.00
Repair and Maintenance			\$0.00
Staff Development			\$0.00
Dues and Subscriptions			\$0.00
Subcontracts and Grants			\$38,681.00
Match			\$0.00
Cost Per Service			\$0.00

Budget Detail - Year 2026			
Category	Item	Narrative	Amount
Sub Total			\$38,681.00
Indirect Cost		Grantee has elected to decline the de minimis indirect cost rate.	\$0.00
Total Budget			\$38,681.00

Subcontracting and Grants Budget Detail - Year 2026			
Category	Item	Narrative	Amount
Salary/Wages			\$0.00
Fringe Benefits			\$0.00
Other			\$0.00
Repair and Maintenance			\$0.00
Staff Development			\$0.00
Dues and Subscriptions			\$0.00
Subcontracts and Grants			\$0.00

Subcontracting and Grants Budget Detail - Year 2026			
Category	Item	Narrative	Amount
Indirect Cost			\$0.00
Cost Per Service			\$0.00
Operational Other	Not Otherwise Classified	Contract with a third-party agency to engage a certified peer support specialist to provide peer support services to individuals affected by substance use disorder. The intent is to hire a full-time specialist working 40 hours per week. Approx 1,547 Hours at 25/hr	\$38,681.00
Sub Total			\$38,681.00

Salaries - Year 2026								
Persons	Position or Title	Annual Salary	Hourly Rate	Months	Work %	Fringe Amount Total	Fringe Percent Total	Total
0		\$0.00	0.0000	0	0%	\$0.00	\$0.00	\$0.00

This begins the line item budget for year 2027

Budget Detail - Year 2027			
Category	Item	Narrative	Amount
Salary/Wages			\$0.00

Budget Detail - Year 2027			
Category	Item	Narrative	Amount
Fringe Benefits			\$0.00
Other			\$0 00
Repair and Maintenance			\$0 00
Staff Development			\$0 00
Dues and Subscriptions			\$0.00
Subcontracts and Grants			\$12,893.00
Match			\$0.00
Cost Per Service			\$0.00
		Sub Total:	\$12,893.00
Indirect Cost		Grantee has elected to decline the de minimis indirect cost rate.	\$0 00
		Total Budget	\$12,893.00

Subcontracting and Grants Budget Detail - Year 2027			
Category	Item	Narrative	Amount
Salary/Wages			\$0.00
Fringe Benefits			\$0 00
Other			\$0 00
Repair and Maintenance			\$0 00
Staff Development			\$0.00
Dues and Subscriptions			\$0 00
Subcontracts and Grants			\$0 00
Indirect Cost			\$0.00
Cost Per Service			\$0.00
Operational Other	Not Otherwise Classified	Contract with a third-party agency to engage a certified peer support specialist to provide peer support services to individuals affected by substance use disorder. The intent is to hire a full-time	\$12,893.00

Subcontracting and Grants Budget Detail - Year 2027			
Category	Item	Narrative	Amount
		specialist working 40 hours per week. Approx 515.72 hours x 25/hr	
Sub Total			\$12,893.00

Salaries - Year 2027								
Persons	Position or Title	Annual Salary	Hourly Rate	Months	Work %	Fringe Amount Total	Fringe Percent Total	Total
0		\$0.00	0.0000	0	0%	\$0.00	\$0.00	\$0.00

FEDERAL CERTIFICATIONS

The undersigned states that:

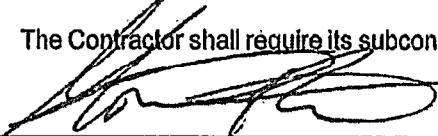
- 1 He or she is the duly authorized representative of the Contractor named below;
- 2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination;
 - b. The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
- 3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
- 4. [Check the applicable statement]

He or she has completed the attached Disclosure Of Lobbying Activities because the Contractor has made, or has an agreement to make, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;

OR

He or she has not completed the attached Disclosure Of Lobbying Activities because the Contractor has not made, and has no agreement to make, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.

- 5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

	County Manager
Signature	Title
Matthew Rhoten	10/11/2024
Contractor Name	Date

[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]

I. Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

II. Certification Regarding Drug-Free Workplace Requirements

1. The Contractor certifies that it will provide a drug-free workplace by
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing a drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;
 - f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Address

Street

615 N. Highland Street

City, State, Zip Code

Gastonia, NC 28052

Street

City, State, Zip Code

3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originates may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

1. The prospective lower tier participant certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

V Certification Regarding Lobbying

The Contractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001"
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

State Certifications

Contractor Certifications Required by North Carolina Law

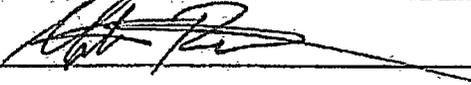
Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64. http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- G.S. 133-32: <http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <https://ethics.nc.gov/media/242/download?attachment>
- G.S. 105-164.8(b): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- G.S. 143-48.5: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html
- G.S. 143-59.1 http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- G.S. 143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- G.S. 143-133.3: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html
- G.S. 143B-139.6C: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf

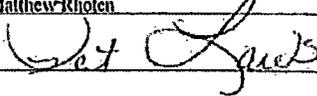
Certifications

- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
- (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
 - (b) [check one of the following boxes]
 - Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001, or
 - The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
- (a) He or she is a duly authorized representative of the Contractor named below;
 - (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor, and
 - (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony

Contractor's Name: Gaston County Local Government

Contractor's Authorized Agent: Signature  Date 10/15/24

Printed Name Matthew Rhoten Title County Manager

Witness: Signature  Date 10/15/24

Printed Name Pat Laws Title Grants Officer

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.



Certificate Of Completion

Envelope Id: 59DDEB46-7C97-4717-82F7-80C502D218F3

Status: Sent

Subject: Please Sign for Execution: DMH/DD/SUS Contract 49567 Gaston EMS 10/01/2025

Source Envelope:

Document Pages: 29

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

Emilia Guerrero

AutoNav: Enabled

1915 Health Services Way

Envelopeld Stamping: Enabled

Raleigh, NC 27607

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Emilia.Guerrero@dhhs.nc.gov

IP Address: 199.90.157.4

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9/26/2025 1:22:18 PM

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Pool: Department of Health & Human Services (DT) Location: DocuSign

Signer Events

Signature

Timestamp

Mark Lamphiear

Sent: 9/26/2025 1 42:03 PM

Mark.Lamphiear@gastongov.com

Resent: 10/15/2025 10:03:42 AM

Security Level: Email, Account Authentication (None)

Resent: 11/20/2025 11:06:41 AM

Viewed: 11/24/2025 10:12:19 AM

Electronic Record and Signature Disclosure:

Accepted: 10/15/2025 2:19:06 PM

ID: a637c4c3-187f-47da-9d61-bbfa0fa52d31

RR for Kelly Crosbie

Renee.rader@dhhs.nc.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Richard Basteri

richard.basteri@dhhs.nc.gov

Contract Coordinators

DHHS

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Meena Ahuja

Meena.Ahuja@dhhs.nc.gov

Security Level: Email, Account Authentication (None)



Sent: 9/26/2025 1 42:02 PM

Viewed: 9/26/2025 2:00:35 PM

Carbon Copy Events	Status	Timestamp
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Electronic Record and Signature Disclosure:
Not Offered via Docusign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	9/26/2025 1 42:02 PM
Envelope Updated	Security Checked	11/3/2025 10:27:02 AM
Envelope Updated	Security Checked	11/3/2025 10:27:02 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

Parties agreed to: Mark Lamphiear

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Required hardware and software

Operating Systems.	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6 0? or above
Browsers (for SIGNERS):	Internet Explorer 6 0?, Mozilla FireFox 1 0, NetScape 7.2 (or above)

Email	Access to a valid email account
Screen Resolution.	800 x 600 minimum
Enabled Security Settings	<ul style="list-style-type: none"> • Allow per session cookies • Users accessing the internet behind a Proxy Server must enable HTTP 1 1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below

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