

**MEMORANDUM OF UNDERSTANDING BETWEEN
LEADING INTO NEW COMMUNITIES, INC
AND
NEW HANOVER COUNTY PORT CITY UNITED
AND
NEW HANOVER COUNTY SCHOOLS**

This Memorandum of Understanding (“MOU”) is entered into between Leading Into New Communities, Inc. (“LINC”), New Hanover County Schools (“Board” or “NHCS” or “District”) and New Hanover County Port City United (“NHC” or “Agency” or “NHCPCU”), duly organized, validly existing, and in good standing under the laws of the State of North Carolina, this the 1st day of July, 2023.

1. **Term:** This MOU shall become effective on July 1, 2023, and shall remain in force until June 30, 2024. This MOU may be terminated by either party, without cause, upon written notice of at least thirty (30) days. The parties may renew this MOU by written agreement for additional one-year terms.
2. **Purpose:** To collaborate and provide intensive case management for students and families based upon need and referral in specific New Hanover County Schools.

Obligations and Responsibilities of LINC:

1. Hire, train, promote, recognize, evaluate and terminate (if necessary) one or more full-time, 12-month Community Resource Coordinators (CRCs), per assigned school, to provide intensive case management to students and families, working specifically with students whose parent, sibling or close family member are or have been incarcerated as well as African American males, and involve the PCU Community Resource Coordinator Liaison (CRC Liaison), Jarett Gattison, jgattison@nhcgov.com, 320 Chestnut Street, Suite 611, Wilmington, NC 28401, to ensure communication and understanding of the initiative, partnership building of LINC CRCs, PCU and the schools, and how the CRCs impact that overall success of the NHC Commissioners Community Building Plan. Training must include Community Health Worker and NHC Salesforce. CRCs must attend on-going Salesforce training that is coordinated and scheduled by the CRC Liaison.
 - a. LINC CRCs will employ 2 CRCs in the following manner:
 - i. New Hanover County Schools – two (2) CRCs.
 - b. LINC will also employ staff to support the 3 CRCs in the schools to include:
 - i. Program Director – 10% of their time to provide supervision
 - ii. Administrative overhead costs
 - iii. Training, travel, supplies, and materials that support the CRCs
2. LINC will obtain appropriate background checks, and promptly and confidentially send them to Jarett Gattison, NHC CRC Liaison, jgattison@nhcgov.com, 320 Chestnut Street, Suite 611, Wilmington, NC 28401, and LINC will provide appropriate supervision and ongoing training for staff providing services to District students in compliance with the terms of this MOU, applicable federal and state laws, and LINC policies. Background checks must be submitted to the CRC Liaison before CRCs can begin working in the schools.

3. Maintain a caseload of a minimum of 20 and maximum of 40 students and their families for a minimum of 1 year.
4. Creation of individualized plans per child and family with connections to specific services, regular check ins and communication with entire caseload and documentation in Salesforce
 - a. Referrals to County School-Based Mental Health Therapists
5. Community Resource Coordinators must communicate with the NHC CRC Liaison on a regular basis to include weekly meetings at the schools, and a monthly Community Resource Coordinators meeting.
6. The LINC Executive Director, leadership or designee must communicate with the NHC CRC Liaison on a regular basis to include a periodic meeting and review, as well as involve the Liaison in the process of hiring, training, and termination of each CRC to ensure the proper communication and understanding of the initiative, partnership building and how they impact the overall success of the NHC Commissioners' approved and adopted 2018-2023 Strategic Plan (Addendum A) and Community Building Plan (Addendum B).
7. Community Resource Coordinators must integrate into their assigned school, supporting their caseload of students and families through participation in school multi-tiered system of supports (MTSS) meetings, Positive Behavior in School (PBIS), Family Involvement Team (FIT), Open House, school staff meetings and other school sponsored events and activities. Absences from the aforementioned meetings must be approved and communicated to the CRC Liaison and school administration.
8. Accept student referrals for services from NHCS identified school/District staff. LINC will only accept referrals and provide services to students following the receipt of parental consent for referral.
9. Utilize the county issued and licensed Salesforce system to enter students and families served in intensive case management.
10. LINC will provide case management services for students and families for an entire year during the school day and as needed outside of school hours and during breaks. LINC agrees to provide services to students at times and in a manner that minimizes the amount of disruption to students' academic instruction. All CRCs are required to work through the summer supporting their caseload through check-ins, interventions, home visits, referrals to the PCU Connect Center and by encouraging participation in extracurricular activities and summer programs. CRCs will also actively work and participate in the PCU Summer Bridge Program.
11. Submit required quarterly reports and a final/annual report that includes specific performance measures to be determined at a later date. CRC Leads or a designated CIS staff member must be responsible for submitting quarterly reports and KPIs to Jarett Gattison, jgattison@nhcgov.com, 320 Chestnut Street, Suite 611, Wilmington, NC 28401. Quarterly reports are due on September 5, 2023, December 5, 2023, March 5, 2024, June 5, 2024, and the final/annual report is due on July 5, 2024. Some measures/metrics to include in reporting include:
 - a. Academics/Grades
 - b. Attendance/Absences/Tardies
 - c. End of Grade (EOG)/End of Course (EOC) Tests/Exams/Scores
 - d. In and out of school suspensions and behavior referrals
 - e. Services provided through case management
 - f. Referrals for services

12. LINC will immediately call 911 in the event emergency services may be needed and will promptly provide the school principal or designee and the student's parent or guardian notice of the occurrence.

Obligations and Responsibilities of New Hanover County through New Hanover County Port City United:

1. Provide financial resources for nonprofit organizations, including LINC of Wilmington, to hire, train and evaluate Community Resource Coordination in an amount not to exceed \$148,125. The first payment of \$37,031.25 is to be paid upon execution of this MOU. The remaining amount will be paid in equal quarterly (September 2023, December 2023, March 2024) payments of \$37,031.25.
2. Provide oversight of the entire school-based Community Resource Coordination through a county-employed Community Resource Coordinator Liaison to manage the program and services.
3. Coordinate regular communication of the Community Resource Coordinators and leadership of contracted organizations.
4. Coordinate regular communication of school and district personnel.
5. Review, monitor, and provide technical assistance on programs and services for Community Resource Coordinators.

Obligations and Responsibilities of NHCS/School Site:

1. District agrees to provide consistent, furnished space for the LINC's use at the assigned schools that will be appropriate for providing the services described herein for the entire term of the Agreement.
2. District agrees to provide utilities and custodial services for the assigned space.
3. District agrees that appropriate staff will participate in meetings with LINC to coordinate efforts, solve problems, and plan services for individual students and their families.
4. District will streamline referrals of students to the Agency. District will refer to LINC only the names of students whose parents or legal guardians have given the District permission to refer.

1. General Provisions:

- a. Notices. Notices under this MOU shall be in writing and shall be sent by certified mail, return receipt requested; FED-EX, UPS or comparable delivery service with the ability to track delivery; e-mail to the contact persons identified below at the specified email address with confirmation of delivery; or personal delivery. Notice will be deemed given on the date delivered to the following addresses: Julie Varnam, Assistant Superintendent of Student Support Services, julie.varnam@nhcs.net - 6410 Carolina Beach Rd. Wilmington, NC 28412 and Jarett Gattison, NHC Community Resource Coordinator Liaison, jgattison@nhcgov.com, 320 Chestnut Street, Suite 611, Wilmington, NC 28401.
- b. Personnel. All individuals who are agents, employees, and volunteers of NHPCU employed to do work supervised and directed by NHPCU (collectively, "NHPCU

Personnel”) who may provide services to students on school premises or at school-sponsored events shall be fully qualified and legally entitled to perform the services provided for herein.

- c. Rights of Third Parties. The services provided by NHPCU pursuant to this MOU shall not violate or in any way infringe on the rights of third parties; provided, however, that nothing in this MOU shall be construed to create any right or remedy on the part of third parties.
- d. Indemnification. NHC shall be responsible for the actions of all NHPCU personnel while working with NHCS students or on NHCS property or at school-sponsored events. NHC shall indemnify, defend and hold harmless the New Hanover County Board of Education, its members, officers, agents, and employees, from and against claims, actions, demands, costs, damages, losses and/or expenses, in whole or in part, resulting from or connected with any acts under this MOU or from the omission or commission of any act, lawful or unlawful, by NHPCU, its agents and/or employees or volunteers, including but not limited to court costs and attorney’s fees incurred by NHCS in connection with the defense of said matters.
- e. Insurance. NHC has obtained and shall maintain insurance to sufficiently protect NHPCU and NHCS from potential claims or damages, in no event less than the amount of \$1,000,000 for each occurrence, and other appropriate insurance, as well as Workers Compensation in the required statutory amount, for all employees of NHCCJS participating in the provision of services under this MOU. Agency shall also carry appropriate professional liability insurance for NHPCU Personnel.
- f. Lunsford Act/Criminal Background Checks. All parties acknowledge that N.C. General Statute §14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school or other facility dedicated to the care of minors. NHC shall conduct criminal background checks on all NHPCU Personnel who, pursuant to this MOU, interact with NHCS students or provide services on NHCS property or at NHCS events. Such checks shall include an annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry. NHCCJS shall provide documentation to NHCS of criminal background checks before assigning its employees or agents to provide services under this MOU. NHCCJS shall likewise provide documentation to NHCS of its annual checks

of the aforesaid sex-offender registries. The mandatory sex-offender registry checks may be completed by accessing the North Carolina Sex Offender Registry website at <http://sexoffender.ncdoj.gov/>. Under no circumstances shall any NHPCU Personnel be assigned to work with any student or on NHCS property or at NHCS events if (1) said worker appears on any of the aforesaid sex-offender registries; (2) said worker has been convicted of a felony; (3) said worker has been convicted of any crime, whether misdemeanor or felony, involving sex, violence, or drugs; or (4) said worker has engaged in any crime or conduct indicating that the worker may pose a threat to the safety or well-being of students or school personnel. Upon request, NHC will furnish NHCS with sufficient information to allow NHCS to perform its own criminal background checks on the NHPCU Personnel. Failure to comply with this provision shall be grounds for immediate termination of the MOU.

- g. Control of School Property and Operations. All schools and school-sponsored events shall remain at all times under the authority of NHCS, the Superintendent, and the individual school principals. NHPCU shall ensure that all NHPCU Personnel comply with any and all rules, regulations, or directives of NHCS, the Superintendent or designee, and each school principal or designee at all times while on school premises or at school-sponsored events. NHCS shall maintain full and final authority to grant, deny, or restrict NHPCU, its agents, or employees' access to school premises and school-sponsored events, including the authority to determine what services, if any, will be delivered, and by whom, to students on NHCS property or at school-sponsored events. Nothing in this MOU shall be construed to create any right of access to NHCS property or school-sponsored events on the part of NHPCU, its agents, or employees, and NHCS expressly reserves the right to deny or restrict NHPCU, its agents, or employees access, on a temporary or permanent basis, to any school facility or school-sponsored event, or to any individual student on school property or at a school-sponsored event, with or without cause, at any time, and without prior notice to NHPCU. The decision to deny NHPCU access to any student, school property, or school-sponsored event shall be final and not subject to appeal. NHCS shall not incur any liability to NHPCU for denying or restricting access to NHCS property or school-sponsored events, with or without cause, and NHPCU expressly waives the right to challenge any such denial or restriction of access in any judicial or administrative action.
- h. Monitoring and Auditing. NHPCU shall cooperate with NHCS, or with any other person or agency as directed by NHCS, in monitoring, auditing, or investigating activities related to this MOU. NHPCU shall permit NHCS to evaluate all activities

conducted under this MOU as dictated by NHCS. NHPCU shall provide auditors retained by NHCS with access to any records and files related to the provision of services under this MOU. NHCS agrees that its auditors will maintain the confidentiality of any trade secrets of NHPCU accessed during an audit conducted under this MOU.

- i. Student Records and Confidentiality. NHPCU agrees that all student records, if any, obtained in the course of providing services under this MOU shall be subject to the confidentiality and disclosure provisions of applicable federal and state statutes and regulations, and NHCS policies. All student records shall be kept in a secure location preventing access by unauthorized individuals. NHPCU will maintain an access log delineating the date, time, agency, and identity of any individual accessing student records who is not in the direct employ of NHPCU. NHPCU shall not forward to any person other than the parent or NHCS any student record, including, but not limited to, the student's identity, without the written consent of the parent and NHCS. Upon termination of this MOU, NHPCU shall turn over to NHCS all student records of NHCS's eligible students to whom NHPCU has provided services under this MOU. Notwithstanding the provisions contained herein, nothing in this MOU shall be construed to create any right of access to any student records on the part of NHPCU, its agents, or employees. NHPCU is not providing services on behalf of the school system and therefore is not considered a "school official" under FERPA. Exchange of school records with NHPCU is only allowable with a signed Mutual Exchange of Information with the parent. NHPCU participation in meetings such as IEP, Section 504, or MTSS, is at the discretion and invitation of the parent.
- j. Compliance with Applicable Laws. NHPCU agrees and certifies that it will comply with all applicable laws, including but not limited to the Fair Labor Standards Act and other wage and hour laws. NHPCU is responsible for ensuring that all NHPCU Personnel are authorized to work in the United States.
- k. Civil Rights Compliance. No party may not deny benefits or services or otherwise discriminate on the basis of race, color, national origin (including limited English Proficiency), disability, age, or sex (including sexual orientation and gender identity).
- l. Breach of Contract. If parties fail to conform to any of the terms or conditions contained in this Memorandum of Understanding, parties shall be in breach of this agreement and corrective action may be taken as it deems necessary. Such corrective action may include but is not limited to immediate termination of this

Contract.

- m. Federal Funding Accountability and Transparency Act (FFATA). All parties shall comply with the requirements of 2 C.F.R. part 25 Universal Identifier and System for Award Management (SAM) and must have an active registration in SAM in accordance with 2 C.F.R. part 25, appendix A. All parties must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 C.F.R. part 170 Reporting Subaward and Executive Compensation Information.
- n. Applicable Board of Education Policies. NHPCU acknowledges that the Board has adopted policies governing conduct on all property owned by the Board and agrees to inform NHPCU Personnel that they must abide by any and all relevant Board policies while on NHCS property, including but not limited to policies related to professional conduct, conduct on school property, weapons, drugs and alcohol, tobacco, and interactions with staff and students. NHPCU acknowledges that these policies are available online on the NHCS website.
- o. Restricted Companies Lists. NHPCU represents that as of the date of this MOU, it is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. NHPCU also represents that as of the date of this MOU, it is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.
- p. Anti-Nepotism. NHPCU warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this MOU are immediate family members of any member of the New Hanover County Board of Education or of any principal or central office staff administrator employed by NHCS. For the purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should NHPCU become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of the MOU, NHPCU shall immediately disclose the family relationship in writing to the Superintendent. Unless formally waived by the NHCS, the existence of a family relationship covered by this MOU is grounds for immediate termination by NHCS.
- q. No Agency or Employment Relationship. Nothing in this MOU shall be construed

to create a partnership, joint venture, agency, employment, or similar relationship between the Parties.

- r. Entire Agreement. This MOU constitutes the entire agreement and understanding between the Parties concerning its subject matter and may only be amended in writing by mutual agreement. The Parties agree that this MOU supersedes all prior agreements and understandings (whether written or oral) between the parties and this MOU fairly and comprehensively memorializes the final negotiated agreement between the Parties.
- s. Authority of Signatories. The persons executing this MOU hereby represent and warrant that they have full authority and representative capacity to execute the MOU in the capacities indicated below and this MOU constitutes the binding obligation of the Parties on whose behalf they signed.
- t. No Obligations. Nothing in this MOU shall be construed to create any right or entitlement on the part of NHPCU to any compensation, or request for funding, from NHCS or any other person or entity.
- u. Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of North Carolina.
- v. Severability. If any provision of this MOU shall be declared invalid or unenforceable, the remainder of the MOU shall continue in full force and effect.
- w. Assignment. Neither this MOU nor any of the rights and obligations hereunder may be transferred or assigned without the express written consent of the parties hereto.

New Hanover County Board of Education, NHPCU and LINC agree to the above statements for the operation of the NHPCU program and enter into this MOU as of the date first set forth herein.

NEW HANOVER COUNTY BOARD OF EDUCATION

Dr. Charles Foust, NHCS Superintendent

DATE

NEW HANOVER COUNTY

Tufanna L. Bradley, Assistant County Manager DATE

Leading Into New Communities, Inc

Frankie Roberts, Executive Director DATE

**UNIFORM GUIDANCE REQUIRED
CONTRACT PROVISIONS ADDENDUM**

- I. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- II. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- III. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- IV. Access to Records. The following access to records requirements apply to this contract:
 - a. The Contractor agrees to provide County, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - c. The Contractor agrees to provide the federal agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
 - d. The County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the Federal Agency Administrator or the Comptroller General of the United States.
- V. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage

determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- VI. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- VII. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- VIII. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- IX. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- X. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- XI. Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- XII. Program Fraud and False or Fraudulent Statements or Related Acts. Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this contract.
- XIII. Federal Government Hold Harmless. This Agreement is made upon the express condition that the United States of America, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, or death to any person or property of the Permittee, its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this agreement or occasioned by any occupancy or use of said premises or any activity carried on by the Permittee in connection herewith, and the Permittee hereby covenants and agrees to indemnify, defend, save and hold harmless the United States of America, its agents and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.
- XIV. Domestic Preference Clause. Pursuant to 2.C.F.R. 200.322 Contractor, as appropriate and to the extent consistent with law, should, to the greatest extent practicable under a federal award,

provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, including but not limited to iron, aluminum, steel, cement and other manufactured products.

XV. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services As used in this clause

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) (Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

a. Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

Addendum A: New Hanover County 2018-2023 Strategic Plan

NEW HANOVER COUNTY STRATEGIC PLAN 2018-2023

Updated June 2021

INTELLIGENT GROWTH &
ECONOMIC DEVELOPMENT



SUPERIOR EDUCATION
& WORKFORCE



SUPERIOR PUBLIC
HEALTH & SAFETY



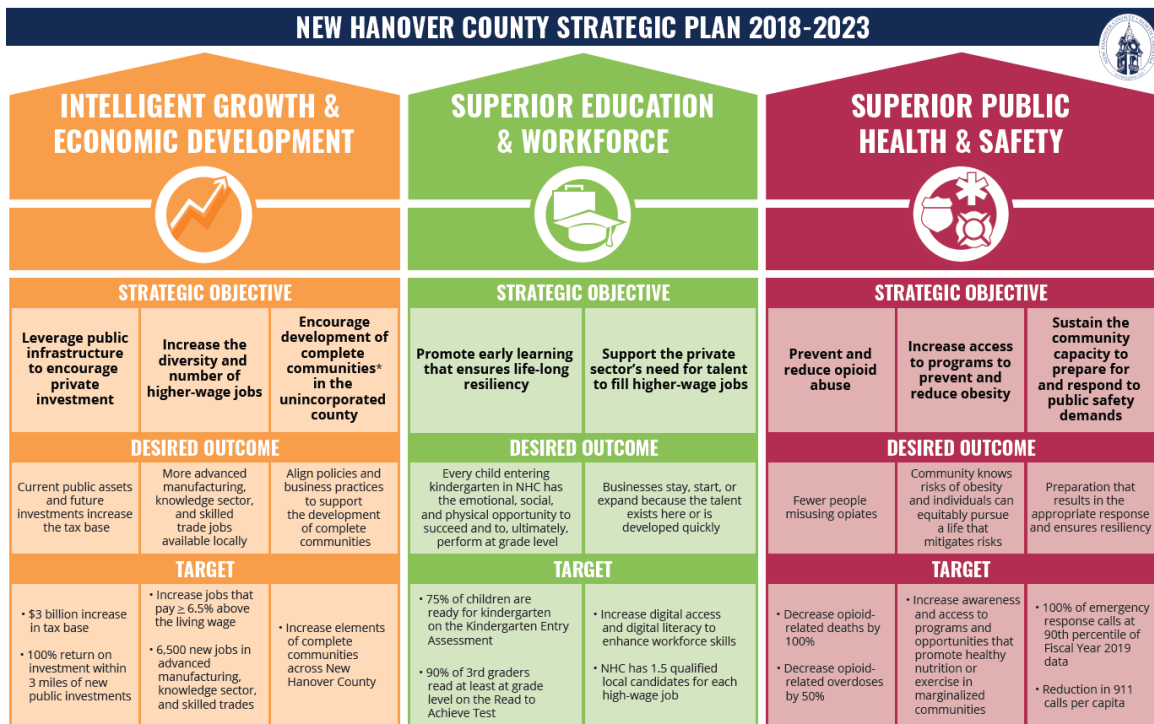
American Rescue Plan

Overview

New Hanover County will receive \$45,543,632 from the American Rescue Plan, which was signed into law by President Biden on March 11, 2021. The funds must be obligated by Dec. 31, 2024, and spent by Dec. 31, 2026. New Hanover County has developed a framework to utilize these funds to strengthen our community. The Board of Commissioners approved the initial framework at its April 5, 2021, board meeting and has approved revisions since then.

Each initiative has been vetted by county staff to ensure compliance with the law and the U.S. Treasury Department Rules and Guidance.

In some programs, the italicized figure is the administrative cost in addition to the program cost.



*Complete communities provide a range of housing sizes and price points, employment opportunities, convenience needs, community facilities, and support services to provide access and opportunity for all NHC citizens.

Broadband Connectivity - \$152,500

Broadband Access: A program to connect homes to broadband, focusing on households with children who qualify for Medicaid or Food and Nutrition benefits, for two years in order to

increase access and affordability to reliable high-speed internet for students and families.
(\$152,000) **COMPLETED**

Administrative Cost: \$500

Business and Employment Assistance - \$4,416,142

New Hanover County's leisure and hospitality sectors were particularly hard hit during the pandemic and the county has undertaken the following:

Business Assistance: Business grants, scaled in size based on a business' number of employees, focused on the retail, service, leisure and hospitality sectors and child care facilities.

(\$2,272,112) **COMPLETED**

Administrative Cost: \$15,225

Nonprofit Assistance: Grants to nonprofits that have been negatively impacted and were not able to continue operations at some point during the pandemic. (\$661,667) **COMPLETED**

Administrative Cost: \$22,138

Job Training: A multi-faceted job training program, administered in partnership with Step Up Wilmington, to include an ongoing paid job training and placement program as well as sector specific training at Cape Fear Community College, long-term case management and on-the-job training with the goal of placing 500 people in full-time employment. (\$900,000)

Administrative Cost: \$45,000

Film crew internship program: In coordination with the Film Partnership of North Carolina, a program providing on-the-job internships and training tailored to the local film industry.

(\$450,000)

Administrative Cost: \$50,000

Housing - \$4,493,308

The legislation allows assistance to households who have been impacted by the COVID-19 pandemic and for the development of affordable housing, so the county has undertaken the following:

Mortgage Assistance: Provide assistance to homeowners who are in arrears on mortgages because of impacts from COVID-19. *This would be in addition to the \$7 million Emergency Rental Assistance Program that is currently underway through the county.* (\$1,481,564)

COMPLETED

Administrative Cost: \$109,573

Workforce Rental Housing Assistance: A pilot project to provide residents who qualify under workforce housing guidelines by providing direct payments to landlords. (\$924,000)

Administrative Cost: \$1,724

Starway Village Gap Financing: To support the development of nearly 300 affordable housing units off Carolina Beach Road. (\$1,896,729)

Housing Specialist: A position at the Department of Social Services to provide counseling around housing. (\$34,059) **COMPLETED**

Emergency Rental Assistance Program Manager: A position at the Department of Social Services to manage ERAP. (\$45,659) **COMPLETED**

Physical and Mental Health - \$22,159,556

The well-being and mental health of children, students and seniors suffered during the pandemic and the legislation allows local governments to use funds to mitigate the public health impact of the pandemic. The county will use funds as outlined below to help address these issues and provide long-term positive impacts. *With the exception of the infant and toddler initiatives, the intention is to ultimately fold the services into the county's continuation budget.*

Community Violence Initiatives: To support the Board's commitment to reduce violence in schools and the community through several innovative approaches. (\$11,533,329)

Mental Health in Schools: Ensure access at each public school to mental health counselors through the county's Health and Human Services Department. (\$4,785,990)

Mental Health for Seniors: Establish mental health counselors and a mobile health outreach team based at the Senior Resource Center to serve our county's older adults. (\$366,146)

Virtual Outreach Position: Based at the Senior Resource Center, the position develops and maintains virtual programs for the SRC, which allows broader reach and service delivery. (\$106,156)

School Nurses: Reclassify two school nurses into school nurse leads and provide one school nurse supervisor through the county's Health and Human Services Department, in addition to the school nurses that the county already provides at each school. (\$211,892)

Afterschool Transportation: Providing New Hanover County Schools students with transportation needs for afterschool and tutoring programs (\$91,000)

Health Educator: A health educator position. (\$153,874)

Senior Resource Center: A congregate site in southern New Hanover County for the Senior Resource Center for meal distribution and social interaction. It also provides for enhanced meal distribution at the SRC's existing sites. (\$436,790)

Senior Resource Center: To cover the costs of providing transportation to seniors for two years. (\$223,500)

Infant and Toddler Mental Health: Provide two years of recovery-related mental health services for families with infants and toddlers through four county staff positions at Health and Human Services. (\$854,040)

Infant and Toddler Mental Health Scholarships: To provide scholarships to mental health professionals to earn advanced certificates and training focusing on early childhood mental health. (\$100,000)

Pandemic Operations Team: Establish a dedicated team of professionals to manage the ongoing pandemic response. (\$2,191,651)

Addressing Homelessness: Services for New Hanover County's homeless population to include mental and behavioral health services, substance abuse treatment, employment and housing assistance and medical and dental care. (\$1,105,188)

Infrastructure - \$1,551,340

The county will use funds in the following ways:

Water & Sewer:

- Water and sewer infrastructure to support Habitat For Humanity's development of two affordable housing neighborhoods in northern New Hanover County. (\$1,116,751)
- Bill assistance program (\$159,589) **COMPLETED**
Administrative Cost: \$25,000
- To extend water and sewer to Eden Village, which is being established to address chronic homelessness in the community. (\$250,000) **COMPLETED**

Essential County Government Services - \$12,484,581

The American Rescue Plan allows for use of lost revenue funding for essential government services and for "premium pay" for employees who provided essential government services and for testing of the coronavirus, so the county has used funds in the following ways:

Essential Services:

- Use funds under the Treasury Department's "lost revenue" category to provide essential government services. (\$6,817,567)

Employee Pay:

- Provide employee premium pay in fixed dollar amounts based on an employee's length of service during the pandemic and full- or part-time status. This is in recognition of county staff who have remained on the frontlines, continued important public services, and ensured residents received the help they needed at a time when it was critical. (\$5,214,050) **COMPLETED**
- Provide additional premium pay for employees working directly in the vaccine response to compensate them for their dedication, long hours and constant work in vaccinating our community and saving lives. (\$296,911) **COMPLETED**

Testing:

- To provide weekly tests for unvaccinated employees to ensure continuity of service. (\$156,053) **COMPLETED**

Reserve and Administration - \$286,205

The legislation allows the county to set aside funds as a reserve for potential future allowable expenses as well as funds to administer and provide reports as needed. These funds do not include amounts already factored into individual programs.

- A reserve fund for future needs, administration and reporting. (\$84,239)
- Grants Analyst – Position dedication to administration and reporting of ARP funding (\$201,966)

Total Amount of Funding Outlined in the County's Plan: \$45,543,632

Addendum C: PCU Community Resource Coordinators Key Performance Indicators

To be completed at a later date