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PARTNERS
Improving Lives. Strengthening Communities.

Dear Provider:

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

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

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

In summary;

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



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

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

These forms can be found by following this path:

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

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

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

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

Sincerely,

Tammie Cribb

Tammie Cribb
Network Contract Manager

Enc.

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CONTRACT
BETWEEN

PARTNERS HEALTH MANAGEMENT
Area Authority/LME-MCO
AND
Burke County
A PROVIDER OF MH/DD/SA SERVICES

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

This Contract is effective July 1, 2025 through June 30, 2028

Article I
General Terms and Conditions

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

1. **Nonproprietary information**. The Provider shall not publish or disseminate any advertising or proprietary business material either printed or electronically transmitted (including photographs, films, and public announcements) or any business papers and documents which identify the LME or its facilities without the prior written consent of the LME. Any documents, reports, or other products, with the exception of any and all proprietary business papers and documents, developed in connection with the performance of the Contract, shall be in the public domain and shall not be copyrighted or marketed for profit by the Provider, any consumer, or other entity.

2. **Confidentiality**. The Provider shall protect the confidentiality of any and all items relating to this contractual agreement.

3. **Dispute Resolution**. The parties shall attempt to resolve any disagreement between them before resorting to legal process.

4. **Invalid Provisions**. If any term, provision, or condition of this Agreement is found to be illegal, void, or unenforceable to a court of competent jurisdiction, the rest of this Agreement shall remain in full force and effect. The invalidity or unenforceability of any term or provision hereof shall in no way affect the validity or enforceability of any other term or provision.

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5. **Hold Harmless**. To the extent permitted by law, both contracting parties and their agents, servants and employees agrees to hold the other contracting party and its agents, servants and employees harmless from and against any and all claims, expenses (including attorney fees), costs or liability for acts or omissions. If this agreement is terminated, the rights and obligations of the parties under this agreement shall survive the termination of the agreement regarding any liability for acts or omissions that occurred prior to the termination.

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

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

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

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Termination

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

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

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

3. **Cause Termination**.

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

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

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

Article III
Contract Responsibility

1. **Notice.** Either Party may at any time change its address for notification purposes by mailing a notice to the other Party at the address designated by that Party. The new address shall be effective on the date specified in such notice, or if no date is specified, on the tenth (10th) day following the date such notice is received.

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

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

Provider Name: Burke County

Address: 200 AVERY AVENUE MORGANTON, NC 28655

Phone: 828-764-9000

Provider's Federal ID:

PROVIDER AUTHORIZED SIGNATURE	**DATE**
Brian Epley	County Manager
PRINTED NAME	**TITLE**

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

CHIEF EXECUTIVE OFFICER / DESIGNEE	**DATE**

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

Susan Davis Lackey
0A97C2CBDEE8483...

	2/19/2026 | 3:45 PM EST
CHIEF FINANCIAL OFFICER	**DATE**

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Attachment A
REIMBURSEMENT SCHEDULE FOR SERVICES

BURKE COUNTY

Funding Term: Effective July 1, 2025 **through** June 30, 2028

1. **Services to be Provided**: Behavioral Health Investments: State Funding Non-UCR for Burke County Facility-Based Crisis

Partners is allocated **$3,503,541.00** in Behavioral Health Investments State Funds on a one-time basis to contract with Burke County to establish a 16-bed Facility-Based Crisis (FBC) Center to serve adults experiencing behavioral health or substance use crises.

Eligible expenditures must be incurred during the period of July 1, 2025 through June 30, 2028.

DESCRIPTION FOR USE OF FUNDS:
The purpose of this initiative is to upfit facilities that require aesthetic and functional upgrades to maintain licensure, improve service delivery, and/or enhance the patient experience. Funds can be used for the following:

- Property acquisition, architectural and engineering services
- General contractor services, environmental and site work
- Medical and clinical furnishings, IT and security systems
- Kitchen, laundry equipment, and office furnishings
- Initial supply inventories to meet DHSR and Medicaid service standards
- Administration expenses for grant management and legal review
- Other expenses for environmental assessments, permitting and inspection fees, and operational startup needs
- Upfitting to meet FBC licensure requirements and IVC-designation standards

Specific outcomes and measures of success include:
Burke County, in partnership with Partners Health Management, will establish a 16-bed Facility Based Crisis (FBC) Center to serve adults (18+) experiencing behavioral health or substance use crises. The facility will be licensed by the North Carolina Division of Health Service Regulation (DHSR) and will comply with the requirements of Medicaid Clinical Coverage Policy 8A: Professional Treatment Services in a Facility-Based Crisis Program and the State-Funded Enhanced Mental Health and Substance Use Services definition (effective October 1, 2024).

The FBC will operate as a secure, 24-hour treatment setting providing assessment, stabilization, medical management, withdrawal management, psychiatric evaluation, and coordinated discharge planning. It will include an enhanced intake and triage function within the FBC service definition, ensuring that individuals can be assessed, medically cleared, and linked to care without emergency department referral. Burke County will pursue Involuntary Commitment (IVC) designation upon licensure so that the facility can accept and hold individuals under civil commitment for up to 72 hours.

Distribution of Funds: Burke County: $3,503,541.00

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Instructions

The Division of Mental Health/Developmental Disabilities/Substance Use Services (DMH/DD/SUS) is requesting information from LME-MCOs, via survey, to understand the landscape of crisis services along the crisis continuum including existing projects, projects in the design phase, and future project plans. Responses to the survey will be reviewed by DMH/DD/SUS staff and will help in identifying projects that align with DMH/DD/SUS's priorities, to inform how budget funding may be disbursed to provide project support. Example projects include, but are not limited to:

- FBC or BHUC that has not started or is currently under construction
- Repurposing of existing adult FBC capacity to support children
- Expanding an existing facility's operational capacity or capital improvements
- Standing up a new Mobile Crisis team
- Support for innovative community-based crisis solutions

Any projects that receive funding from DMH/DD/SUS will need to adhere to the following guidelines:

- Individuals cannot be restricted from using a service just because they live in a different LME-MCO catchment area.
- Services offered at facilities must have a clear no-eject/no-reject policy that will need to be reviewed and approved by DHHS.

DMH/DD/SUS is especially interested in projects that are focused on providing services to children. Please complete the attached form and return to brittany.t.jones@dhhs.nc.gov . **Please complete one form per proposal.** There is no limit to the number of proposals an LME-MCO can submit.

2. **Reimbursement**: **The maximum amount to be reimbursed for term above is $3,503,541.00** Partners Health Management will pay contract provider upon receipt of an appropriate invoice and backup documentation (as applicable and required as noted above). Invoices are normally processed within thirty days of receipt.

3. **Submission of Invoices**: Monthly invoices are to be submitted by the 5th of each month to nonucr@partnersbhm.org. Relevant receipts/back-up documentation must be submitted with the monthly invoice. There is no required format but along with provider contact information, the invoice must be on agency letterhead and reflect the details of the expenses incurred.

4. **Funding Source: State Budget Office Grant ID S.L. 2024-57 = $3,503,541.00**

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Appendix A
Scope of Work, Sub-Grants, and Annual Budget

As part of this grant agreement, you are required to provide a description of how you will spend the grant funds in compliance with the specific purpose as stated in the Appropriations Act ("Scope of Work"). You are also required to submit information related to any potential sub-grants and a budget for the grant funds. **Please attach additional sheets as necessary**.

1. Organization:	Partners Health Management
2. Grant ID:	S.L. 2024-57

3. Scope of Work
Objectives, Results, Performance Measures:

Recipient shall detail below how the organization will spend the grant funds in compliance with the specific purpose(s) as stated in the Appropriations Act. The description should include objectives to be achieved, expected results and performance measures. The description should also include anticipated timing of those objectives, expected results and any services provided.

Objective(s): How do you plan to spend your grant funds? What project(s) do you want to accomplish?	substance use crises. This project will include the renovation or upfit of an existing building to accommodate approximately 16 beds and provide an enhanced intake and triage area, potentially co-located with a behavioral health urgent care (BHUC) function. The FBC will serve as a centralized access point for crisis stabilization, first evaluation, and referral, utilizing peer support and coordinated community pathways. Burke County and Partners are working collaboratively to finalize the site, and all capital expenditures will be used for property acquisition, renovation, and design costs. (An additional 3 million dollar allocation from NCDHHS will be added to the $3,503,541.39 amount of this grant).
Expected Results: What do you hope will be accomplished through the projects supported by these grant funds?	This project will increase access to local, community-based behavioral health crisis care, reduce unnecessary emergency department utilization, and decrease law enforcement involvement in behavioral health crises. The facility will serve as a key hub in Burke County's crisis continuum. It is anticipated that the FBC will improve care transitions, increase treatment engagement, and offer a clinically appropriate and trauma-informed environment for individuals experiencing behavioral health crises.
Performance Measure(s): List the steps it will take to accomplish the project(s) supported by these grant funds. If the project is programmatic, list the estimated measurements for project outcomes.	1. Identify and acquire a facility appropriate for renovation (Q3 2025). 2. Complete architectural design and secure construction contractor (Q4 2025). 3. Begin and complete facility renovation (Q1–Q4 2026, estimated 12-month construction timeline). 4. Conduct an RFP/RFQ process to identify service provider(s) to deliver FBC and potentially BHUC services (Q1–Q2 2026). 5. Secure applicable licensure and Medicaid/State service definitions (Q3–Q4 2026). 6. Open facility to serve Burke County and regional residents (anticipated late 2026 or early 2027). 7. Track key outcomes including bed occupancy rates, referrals from law enforcement and hospitals, and average length of stay (ongoing post-opening).

OSBM Grant Appendix A

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

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

ATTACHMENT B

PARTNERS HEALTH MANAGEMENT
BUSINESS ASSOCIATE ADDENDUM

This Agreement is made effective July 1, 2025 by and between Partners Health Management ("Covered Entity") and **Burke County**. ("Business Associate"), (collectively the "Parties").

1. BACKGROUND

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

2. DEFINITIONS

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

a. "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103.
b. "HIPAA" means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as modified and amended by the Health Information Technology for Economic and Clinical Health ("HITECH") Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law 111-5.
c. "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. §

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160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

d. "Privacy and Security Rules" shall mean the Standards for Privacy of Individually Identifiable Health Information and the Security Standard for the Protection of electronic Protected Health information set out at 45 C.F.R. Parts 160 and 164.
e. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
f. "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
g. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or the person to whom the authority involved has been delegated.
h. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy and Security Rules.

3. **OBLIGATIONS OF BUSINESS ASSOCIATE**

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

4. PERMITTED USES AND DISCLOSURES

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

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2) would not violate the minimum necessary policies and procedures of the Covered Entity.

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b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract(s) permit(s), Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that:
    1) the disclosures are Required By Law; or
    2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract(s) permit(s), Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

d. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the Contract(s) or other applicable law or agreements.

5. TERM AND TERMINATION

a. **Term**. This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract(s) terminate(s).

b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
    1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
    2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
    3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy and Security Rules.

c. Effect of Termination.
    1) Except as provided in paragraph (2) of this section or in the Contract(s) or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
    2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. GENERAL TERMS AND CONDITIONS

a. This Agreement amends and is part of the Contract(s).

b. Except as provided in this Agreement, all terms and conditions of the Contract(s) shall remain in force and

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shall apply to this Agreement as if set forth fully herein.

c. In the event of a conflict in terms between this Agreement and the Contract(s), the interpretation that is in accordance with the Privacy and Security Rules shall prevail. In the event that a conflict then remains, the Contract's(s') terms shall prevail so long as they are in accordance with the Privacy and Security Rules.

d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract(s) for cause.

SIGNATURES:

Signed by:
Susan Davis Lackey
0A97C2CBDFF8483...

Covered Entity	**Business Associate**
LME/MCO	Provider

Docusign Envelope ID: C07D1968-96D5-44E2-ABF4-DCA526B3707F

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Area Authority/LME-MCO
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Phone: 828-764-9000

Provider's Federal ID:

PROVIDER AUTHORIZED SIGNATURE	**DATE**
Brian Epley	County Manager
PRINTED NAME	**TITLE**

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

CHIEF EXECUTIVE OFFICER / DESIGNEE	**DATE**

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

Signed by:
Susan Davis Lackey
0A97C2CBDFF8483...

2/19/2026 | 3:45 PM EST

CHIEF FINANCIAL OFFICER	**DATE**

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Attachment A
REIMBURSEMENT SCHEDULE FOR SERVICES

BURKE COUNTY

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

1. **Services to be Provided**: Behavioral Health Investments: State Funding Non-UCR for Burke County Facility-Based Crisis SFY26 - Allocation 26-PA-67

Partners is allocated **$3,000,000** in Behavioral Health Investments State Funds on a one-time basis to contract with Burke County to establish a 16-bed Facility-Based Crisis (FBC) Center to serve adults experiencing behavioral health or substance use crises.

Eligible expenditures must be incurred during the period of July 1, 2025 through June 30, 2026.

DESCRIPTION FOR USE OF FUNDS:
The purpose of this initiative is to upfit facilities that require aesthetic and functional upgrades to maintain licensure, improve service delivery, and/or enhance the patient experience. Funds can be used for the following:

- Property acquisition, architectural and engineering services
- General contractor services, environmental and site work
- Medical and clinical furnishings, IT and security systems
- Kitchen, laundry equipment, and office furnishings
- Initial supply inventories to meet DHSR and Medicaid service standards
- Administration expenses for grant management and legal review
- Other expenses for environmental assessments, permitting and inspection fees, and operational startup needs
- Upfitting to meet FBC licensure requirements and IVC-designation standards

Specific outcomes and measures of success include:
Burke County, in partnership with Partners Health Management, will establish a 16-bed Facility Based Crisis (FBC) Center to serve adults (18+) experiencing behavioral health or substance use crises. The facility will be licensed by the North Carolina Division of Health Service Regulation (DHSR) and will comply with the requirements of Medicaid Clinical Coverage Policy 8A: Professional Treatment Services in a Facility-Based Crisis Program and the State-Funded Enhanced Mental Health and Substance Use Services definition (effective October 1, 2024).

The FBC will operate as a secure, 24-hour treatment setting providing assessment, stabilization, medical management, withdrawal management, psychiatric evaluation, and coordinated discharge planning. It will include an enhanced intake and triage function within the FBC service definition, ensuring that individuals can be assessed, medically cleared, and linked to care without emergency department referral. Burke County will pursue Involuntary Commitment (IVC) designation upon licensure so that the facility can accept and hold individuals under civil commitment for up to 72 hours.

Distribution of Funds: Burke County: $3,000,000.00

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Instructions

The Division of Mental Health/Developmental Disabilities/Substance Use Services (DMH/DD/SUS) is requesting information from LME-MCOs, via survey, to understand the landscape of crisis services along the crisis continuum including existing projects, projects in the design phase, and future project plans. Responses to the survey will be reviewed by DMH/DD/SUS staff and will help in identifying projects that align with DMH/DD/SUS's priorities, to inform how budget funding may be disbursed to provide project support. Example projects include, but are not limited to:

- FBC or BHUC that has not started or is currently under construction
- Repurposing of existing adult FBC capacity to support children
- Expanding an existing facility's operational capacity or capital improvements
- Standing up a new Mobile Crisis team
- Support for innovative community-based crisis solutions

Any projects that receive funding from DMH/DD/SUS will need to adhere to the following guidelines:

- Individuals cannot be restricted from using a service just because they live in a different LME-MCO catchment area.
- Services offered at facilities must have a clear no-eject/no-reject policy that will need to be reviewed and approved by DHHS.

DMH/DD/SUS is especially interested in projects that are focused on providing services to children. Please complete the attached form and return to brittany.t.jones@dhhs.nc.gov . **Please complete one form per proposal.** There is no limit to the number of proposals an LME-MCO can submit.

2. **Reimbursement**: **The maximum amount to be reimbursed for term above is $3,000,000.00** Partners Health Management will pay contract provider upon receipt of an appropriate invoice and backup documentation (as applicable and required as noted above). Invoices are normally processed within thirty days of receipt.

3. **Submission of Invoices**: Monthly invoices are to be submitted by the 5th of each month to nonucr@partnersbhm.org. Relevant receipts/back-up documentation must be submitted with the monthly invoice. There is no required format but along with provider contact information, the invoice must be on agency letterhead and reflect the details of the expenses incurred.

4. **Funding Source: Allocation 26-PA-67 = $3,000,000.00**

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

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

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ATTACHMENT B

PARTNERS HEALTH MANAGEMENT
BUSINESS ASSOCIATE ADDENDUM

This Agreement is made effective July 1, 2025 by and between Partners Health Management ("Covered Entity") and **Burke County**. ("Business Associate"), (collectively the "Parties").

1. BACKGROUND

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

2. DEFINITIONS

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

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

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3. **OBLIGATIONS OF BUSINESS ASSOCIATE**

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

4. PERMITTED USES AND DISCLOSURES

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

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b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract(s) permit(s), Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that:
   1) the disclosures are Required By Law; or
   2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract(s) permit(s), Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

d. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the Contract(s) or other applicable law or agreements.

5. TERM AND TERMINATION

a. **Term**. This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract(s) terminate(s).

b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
   1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
   2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
   3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy and Security Rules.

c. Effect of Termination.
   1) Except as provided in paragraph (2) of this section or in the Contract(s) or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
   2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. GENERAL TERMS AND CONDITIONS

a. This Agreement amends and is part of the Contract(s).

b. Except as provided in this Agreement, all terms and conditions of the Contract(s) shall remain in force and

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shall apply to this Agreement as if set forth fully herein.

c. In the event of a conflict in terms between this Agreement and the Contract(s), the interpretation that is in accordance with the Privacy and Security Rules shall prevail. In the event that a conflict then remains, the Contract's(s') terms shall prevail so long as they are in accordance with the Privacy and Security Rules.

d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract(s) for cause.

SIGNATURES:

Signed by:
Susan Davis Lackey
0A97C2CBDFF8483...

Covered Entity	**Business Associate**
LME/MCO	Provider

Certificate Of Completion

Envelope Id: C07D1968-96D5-44E2-ABF4-DCA526B3707F
Status: Sent
Subject: Burke County 2026-2028 Grant ID S.L. 2024-57.docx, Burke County 2026 Al...
Source Envelope:
Document Pages: 22
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Tammie Cribb
901 S. New Hope Rd.
Gastonia, NC 28054
tcribb@partnersbhm.org
IP Address: 205.182.135.3

Record Tracking

Status: Original
2/19/2026 3:02:42 PM
Holder: Tammie Cribb
tcribb@partnersbhm.org
Location: DocuSign

Signer Events	Signature	Timestamp
Susan Davis Lackey slackey@partnersbhm.org Chief Financial Officer Partners Health Management Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Signed by:  0A97C2CBDFF8483... Signature Adoption: Pre-selected Style Using IP Address: 104.59.245.160 Signed using mobile	Sent: 2/19/2026 3:07:01 PM Viewed: 2/19/2026 3:45:22 PM Signed: 2/19/2026 3:45:44 PM
Brian Epley Brian.Epley@burkenc.org County Manager Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2/25/2026 9:04:29 AM ID: 2de529d5-dd8e-4513-b48f-cdddad5b8c06		Sent: 2/19/2026 3:45:47 PM Resent: 2/24/2026 10:45:29 AM Viewed: 2/25/2026 9:04:29 AM
Andrew Walsh awalsh@partnersbhm.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2/21/2026 7:46:37 AM ID: 036cbfda-eebf-47e4-9217-514cb58b60ce		

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
Paul Holden pholden@partnersbhm.org Security Level: Email, Account Authentication (None)	COPIED	Sent: 2/19/2026 3:45:46 PM Viewed: 2/19/2026 3:49:12 PM

Carbon Copy Events	Status	Timestamp

Electronic Record and Signature Disclosure:
Accepted: 4/7/2025 9:18:25 AM
ID: 7d3adf3b-24a9-4715-a3d5-c4b6fb8f95ee

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/19/2026 3:07:01 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Partners Health Management (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the

same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Partners Health Management:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@partnersbhm.org

To advise Partners Health Management of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@partnersbhm.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Partners Health Management

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@partnersbhm.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Partners Health Management

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@partnersbhm.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your

withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

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 confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email 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 as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- **You can access and read this Electronic Record and Signature Disclosure; and**
- **You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and**
- **Until or unless you notify Partners Health Management as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Partners Health Management during the course of your relationship with Partners Health Management.**