



**CABARRUS
HEALTH
ALLIANCE**

Board of Health Meeting

September 19, 2023

The Public Health
 Authority of Cabarrus
 County Board Meeting
 Agenda

September 19, 2023
 5:30 pm

A. CALL TO ORDER	Chairperson Lara Pons, MD
B. ADOPTION OF THE AGENDA B1. September 19, 2023 Agenda, <i>Motion</i>	Chairperson Lara Pons, MD
C. APPROVAL OF THE MINUTES C1. June 20, 2023 Minutes , <i>Motion</i>	Chairperson Lara Pons, MD
D. WELCOME/GUEST INTRODUCTION Second Course Culinary & Life Skills Center Colin Bramlett Sr., Chef	Erin Shoe, Health Director
E. SPECIAL PRESENTATIONS School Health Nurse	Tammy Alexander, School Health Director
F. <u>INFORMAL PUBLIC COMMENTS</u>	Chairperson Lara Pons, MD
G. REPORTS G1. 5 for 5 Division Report: Community Impact G2. 5 for 5 Division Report: Environmental Health G3. Finance Committee • Financial Summary Report • Snapshot Report • Variance Report G4. Health Director Report	Alicia Primus, DHA, Community Health Director Chrystal Swinger, Environmental Health Director Sue Yates, Chief Financial Officer Erin Shoe, Health Director
H. CONSENT AGENDA, <i>Motion</i> H1. Budget Revisions H2. Finance Policies	Sue Yates, Chief Financial Officer Sue Yates, Chief Financial Officer
I. BUSINESS AGENDA I1. Personnel Policy , <i>Motion</i> I2. Concord Satellite Location Proposal, <i>Motion</i> I3. Community Health Needs Assessment Realignment , <i>Motion</i>	Stephen Cathcart, EdD, Director of Human Resources Erin Shoe, Health Director Marcella Beam, Director of Strategy
J. <u>ANNOUNCEMENTS</u>	Chairperson Lara Pons, MD
K. <u>MOTION TO ADJOURN</u>, <i>Motion</i>	Chairperson Lara Pons, MD



C. APPROVAL OF THE MINUTES

Chairperson Lara Pons, MD

June 20, 2023 Meeting Minutes



D. WELCOME/GUEST INTRODUCTION

*Erin Shoe, Public Health
Director*

Second Course Culinary & Life Skills Center
Colin Bramlett Sr., Chef



E. SPECIAL PRESENTATION

E1. School Health Nurse

Tammy Alexander, School Health Director



F. INFORMAL PUBLIC COMMENTS

Chairperson Lara Pons, MD



G. REPORTS

Committee Reports

G1. Community Impact

Alicia Primus, Community Impact Director

G2. Environmental Health

Chrystal Swinger, Environmental Health Director

G3. Finance & Sustainability

Sue Yates, Chief Financial Officer

G4. Health Directors Report

Erin Shoe, Health Director



G1. Community Impact

*Alicia Primus, Community
Impact Director*



Community Impact Division

FY24 Budget: \$5,108,404

FY23 Revenues: \$3,593,708

FY23 Expenses: \$3,480,838.33

Alicia Primus, DHA, MPH, CHES



CABARRUS
HEALTH
ALLIANCE



Community Health

Adolescent Health

Federal Grants

Elevate Program, 2023-2028 total of \$5.4 million

- Seeks to advance health equity for adolescents, their families, and communities in Cabarrus and Rowan County
- Project Partners: CHA, Rowan-Salisbury Schools, KCS, Cabarrus and Rowan DSS, Boys & Girls Club of Cabarrus, and El Puente Hispano

STOP School Violence

- Approved for a No Cost Extension until March 2025 to continue to build capacity and sustainability in violence prevention strategies

State Grants

Project More

- Continue to support adolescent parents to complete their education, improve parenting abilities and prevent repeat pregnancies

TPPI/TRAIL

- Youth focused evidence-based curriculum for all 7th graders at KMS

Community Health Workers

Federal Grant

CHW for Covid Response and Resilient Communities (CCR) Program, 2021-2024 total of \$ ~2.3 million

- Aims to increase community engagement and awareness of COVID-19 vaccine information, including SDOH resources for vulnerable populations.
- As of September 5, 2023, the CHWs have made 2,851 unduplicated contacts (AA-721; H-1,226)
- “From Referrals to Results: Community Health Workers Leveraging Technology to Create Healthier and More Equitable Communities” was accepted for podium presentation at the 2023 North Carolina Public Health Association Conference.





Population Health

Performance Management, Quality Improvement

Accreditation: PHAB Annual Report was accepted. Re-accreditation application for PHAB is due summer of 2024.

Epidemiology: CD Report has a new look; 15-20 standard indicators identified for surveillance

Healthy Cabarrus

Needs Assessment: Realignment to 2025

Summit: October 19, CHNA Priority Update & Status

NC Behavioral Health Equity Initiative

NCBHEI leadership group shared changes they have implemented due to collaborative and community feedback.

Language Access: All forms are now in Spanish; developing a language access initiative (Concord) and Spanish Facebook Page





Healthy Living

Women, Infants, and Children (WIC)

COVID-19 Waivers and State Assisted Issuance has ended as of May 2023.

Caseload: June-4,177, July-4,083

Minority Diabetes Prevention Program(MDPP)

Successfully provided 150 A1C Screenings to community members across two outreach events

Inclusion of Living Healthy with Chronic Disease and Living Healthy with Diabetes Programming in FY24

Lifestyle Medicine

Partnership with Atrium Health Cabarrus Family Medicine- Kannapolis

Offering Food is Medicine cooking classes for patients twice per month with partners

Racial & Ethnic Approaches to Community Health (REACH) 2023-2028

Our Region IV (Cabarrus, Catawba, Gaston, Mecklenburg, Rowan, and Union) application was granted an annual \$1,021,899 award.

The project aims to increase access to healthier foods; physical activity; places that adopt/strengthen commercial tobacco prevention & control policies; demand and access to adult vaccination opportunities among Black and Hispanic residents.



Preparedness

- Supporting County Emergency Management with shelter planning via county shelter taskforce
 - Continuous coordination of public health staff trainings and drills/exercises
 - Securing closed point of dispensing (POD) agreements with businesses and long-term care facilities, etc.
- Drafting new NCDHHS required Chemical, Biological, Radiological, and Nuclear Incident Response Plan for public health
- Reviewing multiple toolkits for disability inclusive planning to ensure CHA's All Hazards Plan includes planning considerations for our local access and functional needs population



Our Ask:

- Continued support of our Community Impact programs
- Attend the October 19th Community Health Needs Assessment Summit



G2. Environmental Health

*Chrystal Swinger,
Environmental Health
Director*



Environmental Health

September 2023





FY 23 Budget and Improvements

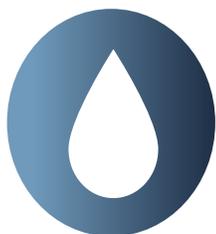
FY24 Environmental Health Budget: \$ 1,826,163	
FY 23 Revenue	FY23 Expenses
\$1,878,482.02	\$1,735,410.95

(preliminary EOY data)



Food, Lodging, Institutions Program

- All staff fully authorized
- Complete conversion to the new inspection software and implementation of iPads in the field
- 2 supervisors plus 7.5 field staff



On-Site Wastewater Program

- Maintained a two-week schedule since January of 2023
- 100% online (application through permit issuance)
- 1 supervisor plus 4 field staff



Program Development and Changes



CHILDCARE

Specific efforts to increase communication to directors



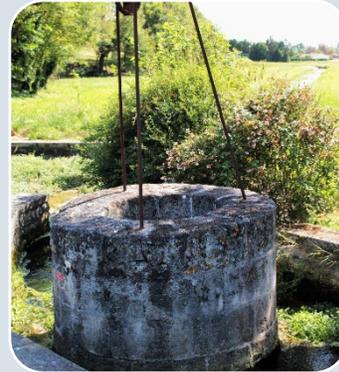
SWIMMING POOLS

Increasing in complexity and complications; working to streamline internally but can't effect external quality



TATTOO

New inspection software will allow easy mass emails for renewal reminders.



WELLS

Process for collecting existing well locations; encouraging water testing every five years



LEAD POISONING

Threshold may be lowered which will increase required investigations; focused efforts on contamination of spices



VECTOR

Second summer to participate in WNV viral screening of collected adult mosquitos



NEHA - Intern

National Environmental Health Association Macdonald Aloh

Post-grad students are matched with local health departments for a 10-week, 40-hour internship.

- Created lead information packets and distributed to pediatric offices
- Website updates
- Began project that will identify wells installed in slate rock for community education for well sampling





EH GOALS FOR FY24

Staff

New staff have three (3) years to achieve the status of a fully credentialed Registered Environmental Health Specialist – currently, we have six who are working through that process

Complete cross-training of staff into other pertinent programs

Programs

Clean the data from the septic file digitization project and make public-facing

Scan pool blueprints and build databases containing pool details for internal and external use



Support

- Appreciate the authentic support for Environmental Health
- Help advocate for residents to test their well water every five years
- Promote the 'Tip N' Toss' campaign to dump out standing water to decrease mosquito breeding

**Director of Environmental Health
Chrystal Swinger, REHS, MPH**

704-920-1334

Chrystal.Swinger@cabarrushealth.org





G3. Finance Committee

*Sue Yates, Chief Financial
Officer*

Financial Summary Report

Snapshot Report

Variance Report



Finance & Sustainability Committee

September 19, 2023





Reviewed by
Finance
Committee:
9/11/2023

PUBLIC HEALTH AUTHORITY OF CABARRUS COUNTY
FINANCIAL SUMMARY REPORT
FY 2023 12 months ending 6/30/2023

GENERAL FUND								
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	FY 2023	FY 2023	ACTUAL	Y-T-D %
REVENUES	FY 2019	FY 2020	FY 2021	FY 2022	ORIGINAL BUDGET	BUDGET	06/30/23	COLLECTED
INTERGOVERNMENTAL REVENUES	\$ 19,569,248	\$ 19,321,939	\$ 18,475,365	\$ 18,070,417	\$ 29,598,689	\$ 30,565,251	\$ 28,216,198	92.31%
MEDICAID COST SETTLEMENT	\$ 1,599,316	\$ 1,846,623	\$ 2,693,197	\$ 3,098,145	\$ 2,932,077	\$ 2,931,550	\$ 2,118,045	90.32%
MANAGED CARE QUARTERLY PAYMENT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 529,831	
PERMITS & FEES	\$ 203,853	\$ 216,482	\$ 285,057	\$ 340,160	254,360	356,573	\$ 363,658	101.99%
SALES & SERVICES	\$ 1,785,752	\$ 1,618,074	\$ 1,708,630	\$ 1,541,742	1,519,993	1,491,349	\$ 1,243,433	83.38%
INVESTMENT EARNINGS	\$ 180,098	\$ 104,186	\$ 4,223	\$ 15,223	4,000	299,771	\$ 298,825	99.68%
MISCELLANEOUS	\$ 65,673	\$ 47,320	\$ 72,847	\$ 67,453	767,366	133,828	\$ 76,531	57.19%
CONTRIBUTIONS & PRIVATE GRANTS	\$ 498,089	\$ 577,794	\$ 1,002,571	\$ 579,848	1,099,264	1,888,781	\$ 1,476,544	78.17%
FUND BALANCE APPROPRIATED	\$ -	\$ -	\$ -	\$ -	-	-	\$ -	#DIV/0!
TOTAL	\$ 23,902,025	\$ 21,851,130	\$ 25,193,646	\$ 30,108,359	\$ 36,175,729	\$ 37,667,103	\$ 34,323,063	91.12%
EXPENDITURES	ACTUAL	ACTUAL	ACTUAL	ACTUAL	FY 2023	FY 2023	ACTUAL	Y-T-D %
	FY 2019	FY 2020	FY 2021	FY 2022	ORIGINAL BUDGET	BUDGET	06/30/23	SPENT
ENVIRONMENTAL HEALTH	\$ 940,537	\$ 942,173	\$ 1,124,681	\$ 1,429,941	1,729,645	1,874,925	1,735,411	92.56%
INFORMATION TECHNOLOGY SYSTEMS	\$ 958,323	\$ 1,153,424	\$ 951,084	\$ 1,158,973	1,292,696	1,228,356	1,092,401	88.93%
GENERAL ADMINISTRATION	\$ 6,881,284	\$ 4,055,399	\$ 2,779,340	\$ 3,235,818	4,046,654	5,307,875	4,665,661	87.90%
FAMILY CARE COORDINATION	\$ 1,040,588	\$ 1,177,374	\$ 1,109,438	\$ 1,251,648	1,619,631	1,765,078	1,582,220	89.64%
SCHOOL HEALTH	\$ 2,994,421	\$ 3,117,582	\$ 3,965,717	\$ 6,979,729	6,751,584	7,853,028	7,392,127	94.13%
COMMUNITY IMPACT	\$ 2,268,964	\$ 1,948,057	\$ 1,260,913	\$ 2,502,914	3,281,272	3,620,441	3,199,702	88.38%
DENTAL HEALTH	\$ 3,723,191	\$ 4,020,629	\$ 2,933,844	\$ 3,708,063	4,596,355	4,048,643	4,015,567	99.18%
VITAL RECORDS	\$ 65,439	\$ 54,625	\$ 57,632	\$ 70,154	72,743	72,743	72,346	99.45%
COMMUNICABLE DISEASE	\$ 1,159,678	\$ 2,191,236	\$ 4,657,174	\$ 4,145,338	7,086,662	6,150,049	5,158,646	83.88%
CLINICAL SERVICES	\$ 3,147,325	\$ 3,129,082	\$ 3,220,341	\$ 3,816,726	4,049,603	3,679,863	3,594,777	97.69%
BEHAVIORAL HEALTH	\$ -	\$ -	\$ -	\$ 147,966	878,956	1,133,334	807,960	71.29%
WIC	710,171	767,128	832,770	811,156	769,928	932,768	880,309	94.38%
TOTAL	\$ 23,889,921	\$ 22,556,709	\$ 22,892,933	\$ 29,258,426	\$ 36,175,729	\$ 37,667,103	\$ 34,197,127	90.79%
Y-T-D FUND BALANCE INCREASE (DECREASE)	\$ 12,104	\$ (705,580)	\$ 2,300,712	\$ 849,933	\$ -	\$ -	\$ 125,936	



PUBLIC HEALTH AUTHORITY OF CABARRUS COUNTY
 FINANCIAL SUMMARY REPORT
 FY 2024 1 months ending 7/31/2023

Reviewed by
 Finance
 Committee:
 9/11/2023

GENERAL FUND									
REVENUES	ACTUAL	ACTUAL	ACTUAL	ACTUAL	FY 2024	FY 2024	ACTUAL	Y-T-D %	
	FY 2020	FY 2021	FY 2022	FY 2023	ORIGINAL BUDGET	BUDGET	07/31/23	COLLECTED	
INTERGOVERNMENTAL REVENUES	\$ 17,440,650	\$ 19,463,540	\$ 24,443,947	\$ 28,216,196	\$ 25,684,734	\$ 25,684,734	\$ 838,050	3.26%	
MEDICAID COST SETTLEMENT	\$ 1,846,623	\$ 2,693,197	\$ 3,098,145	\$ 2,118,045	\$ 2,819,900	\$ 2,819,900	\$ 234,992	8.33%	
MANAGED CARE QUARTERLY PAYMENT	\$ -	\$ -	\$ -	\$ 529,831	\$ -	\$ -	\$ -		
PERMITS & FEES	\$ 216,482	\$ 285,057	\$ 340,160	\$ 363,658	337,519	337,519	\$ 17,000	5.04%	
SALES & SERVICES	\$ 1,618,074	\$ 1,716,097	\$ 1,541,742	\$ 1,243,433	1,456,886	1,456,886	\$ 73,219	5.03%	
INVESTMENT EARNINGS	\$ 104,186	\$ 4,223	\$ 15,223	\$ 298,825	271,075	271,075	\$ 32,248	11.90%	
MISCELLANEOUS	\$ 47,320	\$ 73,147	\$ 67,453	\$ 76,531	766,764	766,764	\$ 9,465	1.23%	
CONTRIBUTIONS & PRIVATE GRANTS	\$ 577,794	\$ 1,002,571	\$ 579,848	\$ 1,476,544	2,528,786	2,528,786	\$ 48,593	1.92%	
FUND BALANCE APPROPRIATED	\$ -	\$ -	\$ -	\$ -	-	-	\$ -	#DIV/0!	
TOTAL	\$ 21,851,129	\$ 25,237,834	\$ 30,086,519	\$ 34,323,063	\$ 33,865,664	\$ 33,865,664	\$ 1,253,567	3.70%	
EXPENDITURES	ACTUAL	ACTUAL	ACTUAL	ACTUAL	FY 2024	FY 2024	ACTUAL	Y-T-D %	
	FY 2020	FY 2021	FY 2022	FY 2023	ORIGINAL BUDGET	BUDGET	07/31/23	SPENT	
ENVIRONMENTAL HEALTH	\$ 942,173	\$ 1,124,681	\$ 1,429,941	\$ 1,735,411	1,849,405	1,849,405	53,396	2.89%	
INFORMATION TECHNOLOGY SYSTEMS	\$ 1,153,424	\$ 951,084	\$ 1,158,973	\$ 1,092,401	1,077,468	1,077,468	36,409	3.38%	
GENERAL ADMINISTRATION	\$ 4,055,399	\$ 2,779,340	\$ 3,235,818	\$ 4,665,661	5,344,675	5,344,675	208,057	3.89%	
FAMILY CARE COORDINATION	\$ 1,177,374	\$ 1,109,438	\$ 1,251,648	\$ 1,582,220	1,778,371	1,778,371	52,430	2.95%	
SCHOOL HEALTH	\$ 3,117,582	\$ 3,965,717	\$ 6,979,729	\$ 7,392,127	4,868,140	4,868,140	28,622	0.59%	
COMMUNITY IMPACT	\$ 1,948,057	\$ 1,260,913	\$ 2,502,914	\$ 3,199,702	2,766,378	2,766,378	66,371	2.40%	
DENTAL HEALTH	\$ 4,020,629	\$ 2,939,644	\$ 3,708,063	\$ 4,015,567	4,988,480	4,988,480	144,743	2.90%	
VITAL RECORDS	\$ 54,625	\$ 57,632	\$ 70,154	\$ 72,346	75,660	75,660	2,494	3.30%	
COMMUNICABLE DISEASE	\$ 2,191,236	\$ 4,657,174	\$ 4,145,338	\$ 5,158,646	4,973,320	4,973,320	132,563	2.67%	
CLINICAL SERVICES	\$ 3,129,082	\$ 3,220,341	\$ 3,816,726	\$ 3,594,777	3,268,457	3,268,457	103,267	3.16%	
BEHAVIORAL HEALTH	\$ -	\$ -	\$ 147,966	\$ 807,960	1,964,348	1,964,348	37,436	1.91%	
WIC	767,128	832,770	811,156	880,309	910,962	910,962	28,785	3.16%	
TOTAL	\$ 22,556,709	\$ 22,898,733	\$ 29,258,426	\$ 34,197,127	\$ 33,865,664	\$ 33,865,664	\$ 894,572	2.64%	
Y-T-D FUND BALANCE INCREASE (DECREASE)	\$ (705,580)	\$ 2,339,100	\$ 828,093	\$ 125,936	\$ -	\$ -	\$ 358,995		



Cabarrus Health Alliance Snapshot

June 30,2023 Target Percentage 100%

	Budget	Actual	Year End		Comments
Environmental Health					
Revenue	1,874,925	1,878,482	100.19%		
Expense	1,874,925	1,735,411	92.56%		
Information Technology					
Revenue	933,347	923,113	98.90%		
Expense	1,228,356	1,092,401	88.93%		
General Administration					
Revenue	4,239,611	3,977,792	93.82%		
Expense	5,307,875	4,665,661	87.90%		
Family Care Coordination					
Revenue	1,765,078	1,826,787	103.50%		
Expense	1,765,078	1,582,220	89.64%		
School Health					
Revenue	7,853,028	7,405,746	94.30%		
Expense	7,853,028	7,392,127	94.13%		
Community Impact					
Revenue	3,610,058	3,212,215	88.98%		
Expense	3,620,441	3,199,702	88.38%		
Dental Health					
Revenue	5,422,299	4,800,205	88.53%		
Expense	4,048,643	4,015,567	99.18%		
Vital Records					
Revenue	72,743	72,743	100.00%		
Expense	72,743	72,346	99.45%		
Communicable Disease					
Revenue	6,150,049	5,197,708	84.51%		
Expense	6,150,049	5,158,646	83.88%		Large ARPA Agreement Addendums
Clinical Services					
Revenue	3,679,863	3,224,254	87.62%		
Expense	3,679,863	3,594,777	97.69%		4th Quarter Directed Quarterly Payment was not received in FY23
Behavioral Health					
Revenue	1,133,334	924,409	81.57%		
Expense	1,133,334	807,960	71.29%		Grant based reimbursement FY23. Billable services are increasing.
WIC					
Revenue	932,768	879,609	94.30%		
Expense	932,768	880,309	94.38%		

Reviewed by
Finance
Committee:
9/11/2023



Cabarrus Health Alliance Snapshot				
July 31,2023		Target Percentage 8.33%		
	Budget	Actual	YTD Percentage	Comments
Environmental Health				
Revenue	1,849,405	166,853	9.02%	
Expense	1,849,405	53,396	2.89%	
Information Technology				
Revenue	774,763	64,564	8.33%	
Expense	1,077,468	36,409	3.38%	
General Administration				
Revenue	4,517,487	257,286	5.70%	
Expense	5,344,675	208,057	3.89%	
Family Care Coordination				
Revenue	1,778,371	95,910	5.39%	
Expense	1,778,371	52,430	2.95%	
School Health				
Revenue	4,868,140	-	0.00%	
Expense	4,868,140	28,622	0.59%	Reimbursed one month after expense
Community Impact				
Revenue	2,766,378	43,685	1.58%	
Expense	2,766,378	66,371	2.40%	
Dental Health				
Revenue	6,068,373	522,303	8.61%	
Expense	4,988,480	144,743	2.90%	
Vital Records				
Revenue	75,660	6,305	8.33%	
Expense	75,660	2,494	3.30%	
Communicable Disease				
Revenue	4,973,320	99,679	2.00%	
Expense	4,973,320	132,563	2.67%	
Clinical Services				
Revenue	3,268,457	275,666	8.43%	
Expense	3,268,457	103,267	3.16%	
Behavioral Health				
Revenue	2,014,348	36,307	1.80%	
Expense	1,964,348	37,436	1.91%	
WIC				
Revenue	910,962	-	0.00%	
Expense	910,962	28,785	3.16%	Reimbursed one month after expense

Reviewed by
Finance
Committee:
9/11/2023

Variance Analysis Year-to-Date June 30, 2023



Reviewed by
Finance
Committee:
9/11/2023

	YTD				Comments
	2023		2022	YOY	
	BUDGET	ACTUAL	ACTUAL	ACTUAL	
Revenue					
Environmental Health	1,874,925	1,878,482	1,414,052	464,430	Increase in Staff and Fees
Information Technology	933,347	923,113	808,966	114,147	ARPA Funding
General Administration	4,239,611	3,977,792	2,540,224	1,437,568	Agency Bonus; ARPA Funding
Family Care Coordination	1,765,078	1,826,787	1,504,400	322,387	Regional Innovative Approaches Grant
School Health	7,853,028	7,405,746	6,995,847	409,900	Increase in COVID AA
Community Impact	3,610,058	3,212,215	2,519,024	693,192	Additional Grant Dollars
Dental Health	5,422,299	4,800,205	4,803,695	(3,490)	
Vital Records	72,743	72,743	63,913	8,830	
Communicable Disease	6,150,049	5,197,708	4,477,640	720,068	Increase in COVID AA; Mobile Unit
Clinical Services	3,679,863	3,224,254	4,013,301	(789,047)	Cabarrus YDC's contract was cancelled
Behavioral Health	1,133,334	924,409	131,275	793,134	New Initiative
WIC	932,768	879,609	814,181	65,428	
Total Revenue	37,667,103	34,323,064	30,086,519	4,236,545	
Expense					
Environmental Health	1,874,925	1,735,411	1,429,941	305,470	Increase in Staff and Fees
Information Technology	1,228,356	1,092,401	1,158,973	(66,573)	
General Administration	5,307,875	4,665,661	3,235,818	1,429,844	Agency Bonus; ARPA Funding
Family Care Coordination	1,765,078	1,582,220	1,251,648	330,572	Regional Innovative Approaches Grant
School Health	7,853,028	7,392,127	6,979,729	412,398	Increase in COVID AA
Community Impact	3,620,441	3,199,702	2,502,914	696,788	Additional Grant Dollars
Dental Health	4,048,643	4,015,567	3,708,063	307,504	Increase in Staff - Lower Position Vacancies
Vital Records	72,743	72,346	70,154	2,192	
Communicable Disease	6,150,049	5,158,646	4,145,338	1,013,308	Increase in COVID AA; Mobile Unit
Clinical Services	3,679,863	3,594,777	3,816,726	(221,949)	Cabarrus YDC's contract was cancelled
Behavioral Health	1,133,334	807,960	147,966	659,994	New Initiative
WIC	932,768	880,309	811,156	69,153	
Total Expense	37,667,103	34,197,127	29,258,426	4,938,701	



G4. Health Directors' Report

*Erin Shoe, Public Health
Director*



CHA Public Health Director's September Report – Key Highlights

1. May – September 10, 2023, CHA was awarded three (3) grants for a total of \$10,5247,510 for Emergency Dental Treatment, for the CDC *Racial and Ethnic Approaches to Community Health* (REACH, focusing on policy, systems, and environmental approaches to reduce chronic disease in African American and Latino populations), and to continue the *Elevate* program (teenage pregnancy and STI prevention using an equity lens) for another five years.
2. CHA was awarded two (2) PHAPs (Public Health Associate Program) from the CDC to support Public Health Policy and a Youth Advisory Council over the next two years; will begin in October.
3. With the recent retirement of Suzanne Knight, Clinical Services Director, CHA Leadership identified a multi-disciplinary Clinical Leadership Team to support the growth and development of our clinical services. Dr. Megan Easterday, Medical Director, will lead the team consisting of Julia Patterson, Women's & Children's Director; Tamara Lundsford-Key, Adult Health & Communicable Disease Director, and Megan Shuping, Director of Business Solutions.
4. Dental is almost complete with the large upfit in Concord! Equipment, cabinetry and dental chairs were all replaced in the 12 operatories with top-of-the-line ADEC equipment. Cabinetry in sterilization was also replaced, creating a more streamlined sterilization process.
5. The annual PHAB (Public Health Accreditation Board) Annual Report was approved. Re-accreditation application for PHAB is due in the Summer of 2024.

[Link to full report](#)



H. CONSENT AGENDA

H1. Budget Revisions

H2. Finance Policies

- ✓ Mobile Phone Stipend
- ✓ Capitol Assets Policy
- ✓ Property Management Policy
- ✓ Program Income Policy



H1. Budget Revisions

Sue Yates, Chief Financial Officer



Budget Revisions, *Motion*

Reviewed and recommended for approval by Finance Committee:
9/11/2023

Summary	Amount Increase or (Decrease)
1. To budget for the new Elevate Grant awarded.	\$1,083,103
2. To budget for additional funding received for the Triple P Agreement Addendum.	\$6,552
3. To budget for additional carryover received for the Enhancing Lab Capacity Agreement Addendum (COVID).	\$16,820
4. To budget for additional carryover received for the Communicable Disease Pandemic Recovery Agreement Addendum.	\$30,940
5. To budget for carryover received for the Opioid Community Linkages to Care Agreement Addendum.	\$18,750
6. To budget for additional funding received for the Breast-Feeding Peer Counseling Agreement Addendum.	\$14,525

Requested action: approve budget revisions
Link to full documentation in appendices



Budget Revisions, *Motion*

Reviewed and recommended for approval by Finance Committee:
9/11/2023

Summary	Amount Increase or (Decrease)
7. To budget for reduced funding received for the North Carolina Behavioral Health Equity Initiative Grant from Wake Forest.	\$(2,000)
8. To budget for funding received for the Management of Chronic Illness in Pregnancy Agreement Addendum.	\$8,000
9. To budget for carryover received for the Recovery Supportive Housing Grant.	\$185,459
10. To reduce budget for funding received from the City of Kannapolis Block Grant and the Partnership for Children. To increase budget for additional BCBS funding.	\$(2,511)
11. To budget for Community Equity Events in FY24.	\$23,175
12. To reduce rollover budget for Public Health Workforce Development Agreement Addendum.	\$(480,872)

Requested action: approve budget revisions
Link to full documentation in appendices



H2. Finance Policies

*Sue Yates, Chief Financial
Officer*



Finance Policy, *Motion*

Full policies reviewed and recommended for approval by Finance Committee: 9/11/2023

Summary: **No changes to policy.** Policies are reviewed at least annually for accreditation purposes and revisions are made when necessary.

Policies	Policy Changes
Mobile Phone Policy <i>Link to full documentation in appendices</i>	The purpose of this policy is to establish guidance for determining eligibility and a process for receiving a mobile phone stipend for employees conducting CHA business on a personal device.
Capital Asset Policy <i>Link to full documentation in appendices</i>	A capital asset is tangible in nature and has a useful life longer than one (1) year. A capital asset is classified as land, land improvements, buildings, furniture and equipment, vehicles, and motorized equipment. It is CHA’s policy that items of insignificant value or value less than \$5,000.00 are normally expensed instead of being considered a capital asset.

Requested action: approve finance policies



Finance Policy, *Motion*

Full policies reviewed and recommended for approval by Finance Committee & Legal Counsel 9/11/2023

Summary: **Changes to policy**. Policies are reviewed at least annually for accreditation purposes and revisions are made when necessary.

Policies	Policy Changes
Property Management Link to full documentation in appendices	Must be used for intended purposes, if disposed of prior in accordance with Federal guidance.
Program Income Policy Link to full documentation in appendices	Purchases with ARPA funds – income must be used for intended purposes in accordance with Federal guidance.

Requested action: approve finance policies



I. BUSINESS AGENDA

I1. Personnel Policy, *Motion*

Stephen Cathcart, PhD, Human Resources Director

Jamie Newman, Assistant Director of Human Resources

I2. New Location, *Motion*

Erin Shoe, Health Director

I3. Community Health Needs Assessment Realignment, *Motion*

Marcella Beam, Director of Strategy



I1. Personnel Policy

*Stephen Cathcart, EdD,
Director of Human Resources*

*Jamie Newman,
Assistant Director of Human
Resources*



CHA Personnel Policy Updates FY23

Full policies reviewed and recommended for approval by Executive Committee: 9/12/2023

Section	Title	Change
Article III, Section 1	Employee Merit Increase	Clarifies who qualifies for an increase based on completing a performance evaluation. Allows for 9104 employees to receive the COLA.
Article III, Section 13	Pay Increases for Other Achievements	New section referencing standalone Education Attainment & Compensation Policy
Article IV, Section 5	Recruitment Sources	Increased amount of time required in current role before applying to a new position from 6 to 12 months, with an exception for when someone's position is ending short of 12 months.
Article IV, Section 5	Recruitment Sources	Deleted requirement to post all positions for seven days externally, now only required to post internally for four business days.
Article IV, Section 11	Probationary Period of Employment	Clarifies probationary period for 9101, 9102, 9103s, but not 9104s. Also clarifies expectations for 90-day reviews for 10-month employees, or other cases where an employee may miss a significant portion of their first 90 days.
Article VII, Section 1	Separation from Employment	Clarifies maximum of two weeks to be paid out in cases where CHA accepts someone's resignation immediately, not requiring a notice to be worked.
Article VII, Section 2	Disciplinary Actions	Clarifies progressive discipline process. The Verbal Warning to be through HR, then the process goes to written, then probation on the 3rd documented action.

[Link to full Personnel Policy](#)



Administrative Policies and Procedures, *Motion*

Full policies reviewed and recommended for approval by Executive Committee: 9/12/2023

Summary: **NEW policy**. Policies are reviewed at least annually for accreditation purposes and revisions are made when necessary.

Policies	Policy Overview																		
<p>Education Attainment & Compensation Policy</p> <p>Link to full documentation in appendices</p>	<p>Cabarrus Health Alliance supports staff development opportunities, including continuing education and job-related certifications. Regular status employees, who attain degrees relating to their work, will qualify for increases as detailed below.</p> <table border="1" data-bbox="687 785 1860 1256"> <thead> <tr> <th>Degree Attained</th> <th>Increase per Hour</th> <th>Annualized (full time employee)</th> </tr> </thead> <tbody> <tr> <td>Associates</td> <td>\$ 0.50</td> <td>\$ 1,040.00</td> </tr> <tr> <td>Bachelors</td> <td>\$ 1.00</td> <td>\$ 2,080.00</td> </tr> <tr> <td>Graduate Certificate</td> <td>\$ 0.50</td> <td>\$ 1,040.00</td> </tr> <tr> <td>Masters</td> <td>\$ 1.25</td> <td>\$ 2,600.00</td> </tr> <tr> <td>Doctorate</td> <td>\$ 1.50</td> <td>\$ 3,120.00</td> </tr> </tbody> </table>	Degree Attained	Increase per Hour	Annualized (full time employee)	Associates	\$ 0.50	\$ 1,040.00	Bachelors	\$ 1.00	\$ 2,080.00	Graduate Certificate	\$ 0.50	\$ 1,040.00	Masters	\$ 1.25	\$ 2,600.00	Doctorate	\$ 1.50	\$ 3,120.00
Degree Attained	Increase per Hour	Annualized (full time employee)																	
Associates	\$ 0.50	\$ 1,040.00																	
Bachelors	\$ 1.00	\$ 2,080.00																	
Graduate Certificate	\$ 0.50	\$ 1,040.00																	
Masters	\$ 1.25	\$ 2,600.00																	
Doctorate	\$ 1.50	\$ 3,120.00																	

Requested action: approve Administrative Policy



12. New Location

Erin Shoe, Health Director

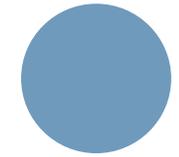


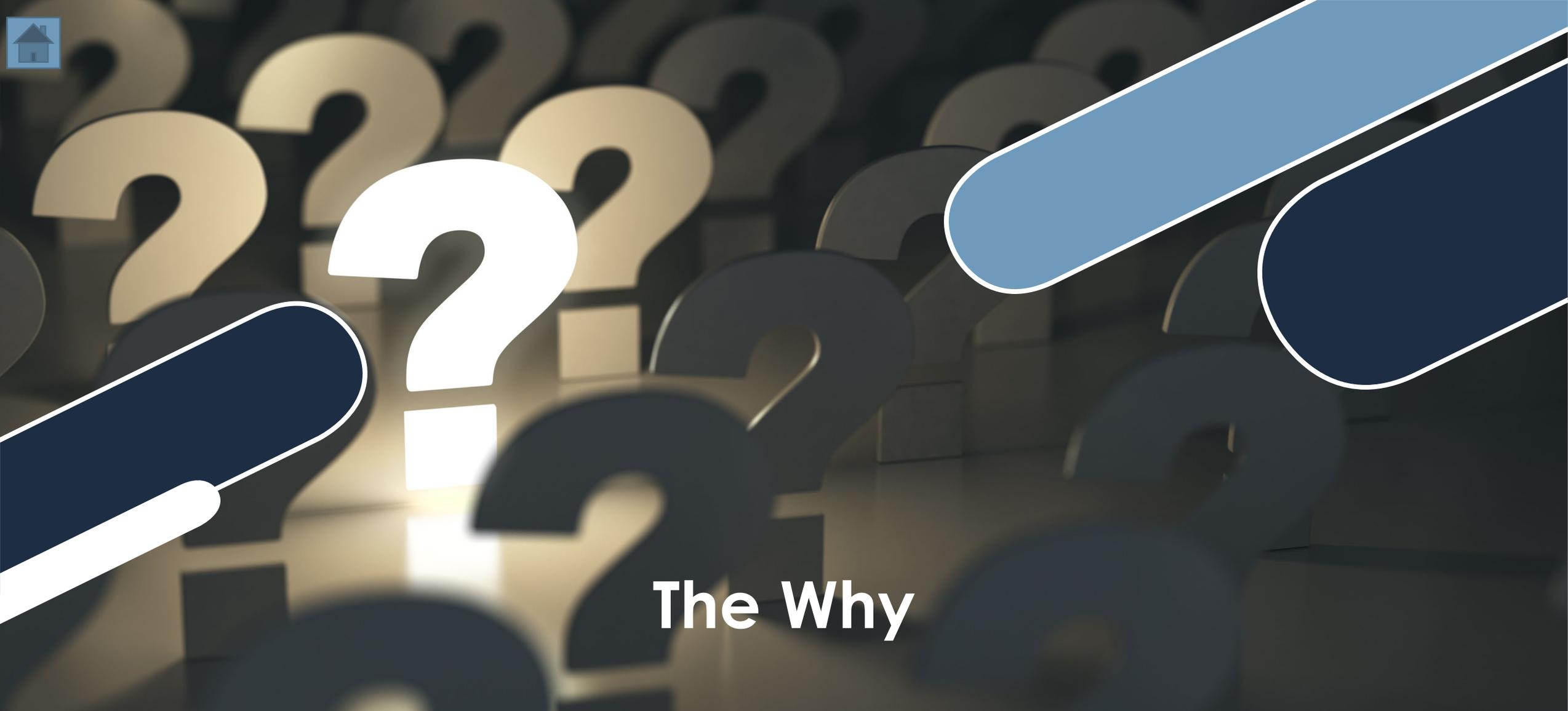
Cabarrus Health Alliance

Concord Satellite Location Proposal



September 19, 2023





The Why

CHA currently has a short-term lease at the Old Creamery that is not financially sustainable.



Background: Current Leased Locations

The Old Creamery

- 8,478 sq ft
- \$16.99 SF/YR
- \$144,000/annually
- Through January 2025

Dream Center Dental

- 7,307 sq ft
- \$9.00 SF/YR
- \$65,763/annually
- Through May 2024

Dream Center WIC

- 4,000 sq. ft
- \$6.00 SF/YR
- \$24,000/annually
- Through May 2024

Case Management, Behavioral Health, Human Resources, CHW, Adolescent Health

Department of Human Services



The Opportunity – Brown Mill

Cooperative Christian Ministry purchased Brown Mill in July 2023.



THE REBUILDERS CAMPUS AT BROWN MILL COMMONS

The Rebuilders College is a partnership between our community and Cooperative Christian Ministry (CCM) to establish new transitional housing capacity that will help individuals and families experiencing homelessness and housing crisis, with stable housing, nutritional support and access to resources that promote positive outcomes.

OUR COMMITMENT

By creating this new, transitional housing capacity, **CCM COMMITS** to:

- Provide safety, nutrition and access to health, academic, employment and spiritual support.
- Incorporate education and training services into a structured transitional housing program.
- Overcome barriers preventing access to vital resources for household / financial sustainability.
- Operate within the principles and values of affirmation, accountability, personal responsibility and perseverance.



The Opportunity – Brown Mill

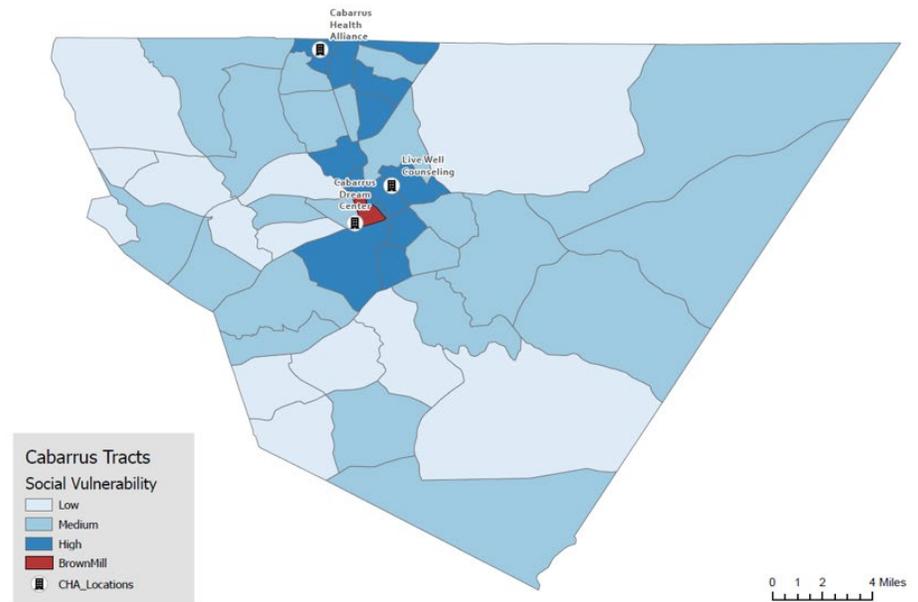
- Current Brown Mill buildings provide an opportunity to be upfit with services to meet the needs of those in the surrounding neighborhoods and those who will eventually reside on the campus
- Central location in Cabarrus County
 - Increased accessibility to services
- High social vulnerability census tract
- Co-location with other human service entities serving similar populations
- Continued demonstration of community partnerships and collaboration
- Demonstration of public/non-profit partnerships



Indicator	Brown Mill Census Tract 419.01	Live Well Counseling Census Tract 419.02	Cabarrus County
No Health Insurance	14%	22%	9%
High School Graduate or higher <i>(Residents 25 years and over)</i>	67%	83%	91%
Bachelor's Degree or higher <i>(Residents 25 years and over)</i>	5%	33%	35%
Poverty	47%	20%	9%
Unemployment Rate (County measure)	5%		
Unemployed (%)	7.2%	4.4%	3.4%
Average Rent (28027)			
• 1 Bedroom	\$1,090		
• 2 Bedroom	\$1,230		
• 3 Bedroom	\$1,560		
• 4 Bedroom	\$2,010		
Median Household Income	\$35,156	\$46,181	\$74,967

*Cabarrus Dream Center is located in Census Tract 425.02 (medium vulnerability per SVI ranking).

*Data for 2023 Small Area Fair Market Rents (FMRs) obtained from [HUD](https://www.hud.gov)



*Data prepared by CHA Epidemiology Team



Current vs. Future

Current

- Current leased space at Old Creamery is approximately 9,000 sq. ft.
- LiVe Well Counseling (Behavioral Health) needs double the current space
- CHA has a need for additional meeting space
- Parking limitations in Kannapolis when operating at full capacity



Future

- Brown Mill provides 35,000 sq. ft. to be upfit for CHA needs
- Opportunity for future growth and flex space



Investment at Brown Mill

Terms

Square Footage	35,000
Price per square foot	\$5.00
Longevity of lease	25 years
Total Cost of Life of Lease	\$4,375,000

	Funding Source	Amount
Initial payment to CCM	CHA Fund Balance	\$1,000,000
Upfit facilitated by CHA	Cab Co ARPA Grant	\$2,000,000
Upfit facilitated by CHA	Grant Funds	\$875,000
Upfit facilitated by CHA	CHA Fund Balance*	\$500,000
	Total Investment	\$4,375,000

**Will seek additional grant funds beyond \$875,000 if possible; fund balance will only be sought if grant funds unavailable*

Timeline

Task	Date
Sign lease agreement	By September 29, 2023
Select architecture firm	By October 27, 2023
Review & select architect design options	By January 26, 2024
Select construction firm (will require RFP process)	By March 29, 2024
Begin construction	By June 28, 2024
Move in	By January 1, 2026



CHA Fund Balance

CHA Fund Balance as of 06.30.2023	\$11,530,756
Projected Addition to Fund Balance – FY 2023 Net Proceeds	\$125,936
Total CHA Fund Balance	\$11,656,692

Current CHA Budget as of 8.04.2023	\$33,865,664
Required Unassigned Fund Balance – 15% of Budget	\$5,079,850
Available Fund Balance	\$6,576,842
Current balance minus the required unassigned 15% =\$11,656,692-\$5,079,850	



Signature

Lease Agreement

Johnston, Allison, and Hord is currently reviewing the draft lease agreement for board review and consideration on September 19, 2023.



DRAFT Terms & Responsibilities

incomplete, still under negotiation

CHA

- Upfit of facilities including but not limited to
 - Flooring
 - Walls
 - Utilities
 - Electric, internet, cable
 - Fixtures
 - Furniture
 - Interior doors
- Cleaning services including trash removal
- Utilities
- Interior maintenance
- HVAC maintenance
- Insurance

CCM

- Provision of 35,000 sq. ft. for 25 years via lease agreement
- Utilities
 - Water and sewer
- Upfit of HVAC
- Exterior maintenance
 - Parking lot
 - Roof
 - Structural building
 - Windows
 - Exterior lighting
 - Road signage
 - Landscaping/shrubbery
 - Trash
- Common area maintenance
 - Signage
- Landlord may inspect, make repairs, alterations at agreed upon times
- Allow subletting
- Allow renting of space (events/training)



Questions & Discussion



13. Community Health Needs Assessment Realignment

*Marcella Beam, Director of
Strategy*



Community Health Needs Assessment Realignment



CABARRUS
HEALTH
ALLIANCE





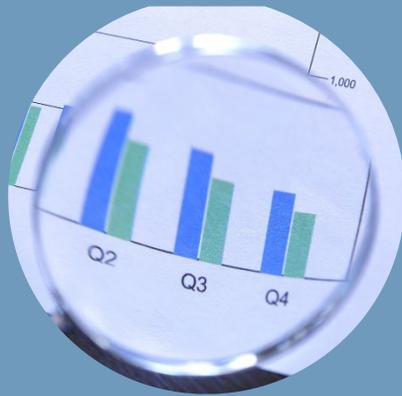
Why realign?

COVID impacted progress.

Momentum is strong with the three priority areas: housing, behavioral health, early childhood education.



CHNA Cycle



Data Consistency



Regional Report



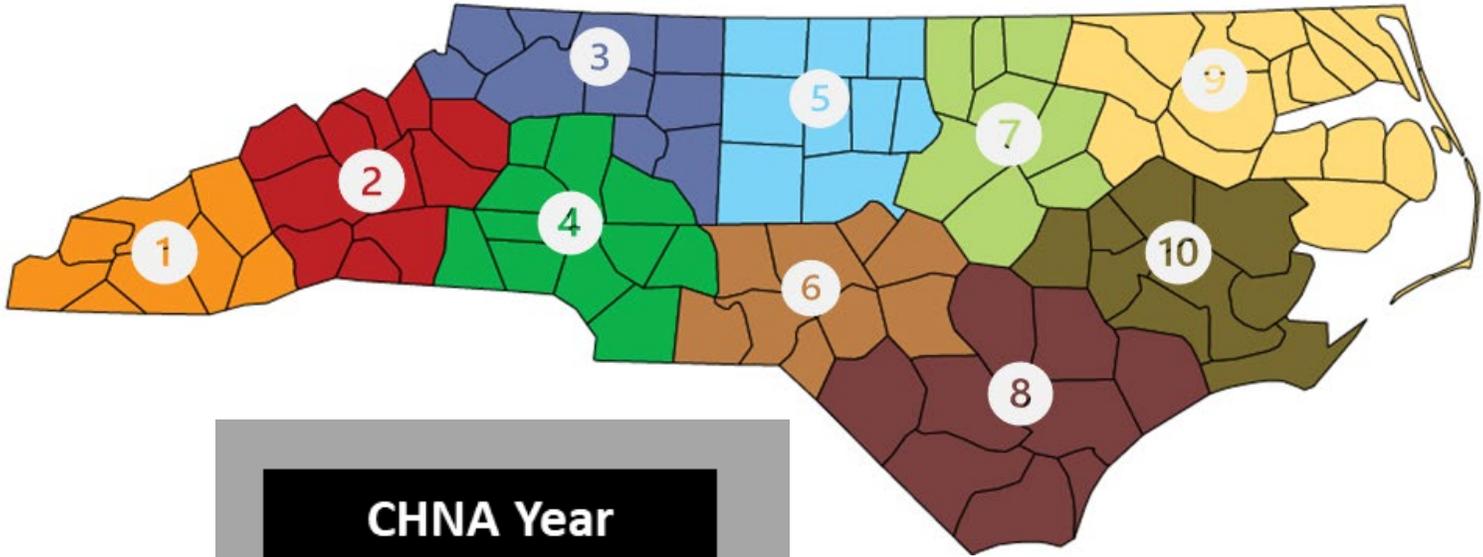
Engagement



Shared Savings



Cycle Timing



CHNA Year	
Light Green	2023
Green	2024
Yellow	2025
Red	2026

Region 4	
Alexander	Red
Cabarrus	Green
Catawba	Yellow
Cleveland	Light Green
Gaston	Yellow
Iredell	Yellow
Lincoln	Yellow
Mecklenburg	Yellow NH
Rowan	Yellow NH
Stanly	Yellow
Union	Yellow NH



1

Request approval in writing from the NC Local Health Department Accreditation Board.

2

Submit a cross-year report, 2024-2025

3

Update 2020 Report and keep priorities. Submit under the radar.



Next Steps for Option 3



Update data within the 2020 Report

Small survey sample

Focus Groups with Community Profile census tracts



Keep the identified priorities

Strong Executive Summary as to why the needs stayed the same



Submit 2024 report 'under the radar'



Host CHNA Summit in October 19, 2023



Advisory Board Meet 2x's Fall 2023 (Summit) and Spring 2024



J. Announcements

Chairperson Lara Pons, MD

Health Director Annual Evaluation Update

*Stephen Cathcart, EdD,
Director of Human
Resources*

Mission, Vision, and Values Planning Timeline

*Marcella Beam, Director
of Strategy*

CHA Discovery Day Symposium

Erin Shoe, Health Director

Save The Date!

**CABARRUS
HEALTH
ALLIANCE**

Discovery Day Symposium

October 9, 2023

8:00am-4:30pm
Registration 8-8:30am

**Embassy
Suites**

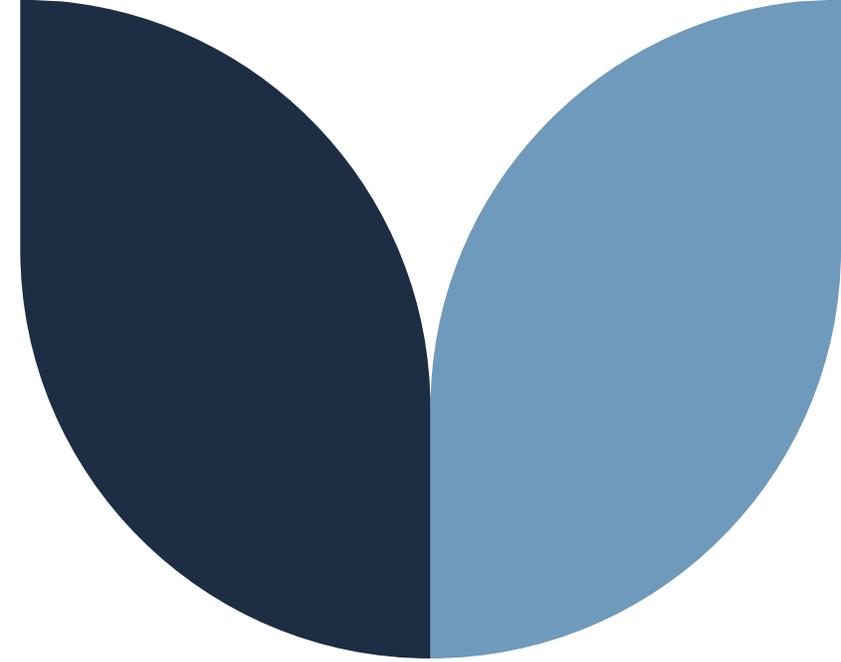
Concord, NC

Enrich Your Mind
Registration link coming soon!



Public Health Director Annual Evaluation Process

Dr. Steve Cathcart



CABARRUS
HEALTH
ALLIANCE



The Process

- The Annual Evaluation Process for CHA's Public Health Director is ready to be fully electronic
- Evaluation will be completed via Survey Monkey
- A detailed email will be sent to all CHA Board Members with the evaluation survey link no later than 5pm, Monday September 25th





Timeline



September 25

Email sent to the board with link and instructions



October 6

Board members complete the evaluation



October 11

Results compiled and shared with board members



October 17

Results shared with the Health Director in closed session





K. Motion to Adjourn

Chairperson Lara Pons, MD



Supplementary Documents Linked to Agenda Items

Five Minute Break before
Cabarrus Public Health Interest Board Meeting





Annual Board Meeting

September 19, 2023

Cabarrus Public Health
Interest
Board Meeting Agenda

September 19, 2023
7:00 pm

A. CALL TO ORDER	Chairperson Lara Pons, MD
B. ADOPTION OF THE AGENDA B1. September 19, 2023 Agenda, <i>Motion</i>	Chairperson Lara Pons, MD
C. APPROVAL OF THE MINUTES C1. Minutes , <i>Motion</i>	Chairperson Lara Pons, MD
D. BOARD MEMBER INSTALLATION & OFFICER ELECTION <ul style="list-style-type: none"> Installation: Lara Pons, MD; Mark Spitzer; Raquesha Balknight Officer Election: Executive Director and Treasurer, <i>Motion</i> 	Sarah Vingoe, Development Officer
E. SPECIAL PRESENTATIONS E1. Revised Mission, Vision, and Values , <i>Motion</i>	Sarah Vingoe, Development Officer
F. INFORMAL PUBLIC COMMENTS	Chairperson Lara Pons, MD
G. BUSINESS AGENDA G1. Board of Health Governing Documents , <i>Motion</i> <ul style="list-style-type: none"> Board members' Conflict of Interest Disclosures and Fiduciary Duties Sign off G2. FY 2024 Annual Budget Presentation and Adoption , <i>Motion</i> G3. FY 2024 Calendar of Events and Goals	Erin Shoe, CHA Health Director Sue Yates, CHA Chief Financial Officer Keon Lewis, Equity and Development Coordinator
H. ANNOUNCEMENTS	Chairperson Lara Pons, MD
I. MOTION TO ADJOURN, <i>Motion</i>	Chairperson Lara Pons, MD



C. APPROVAL OF THE MINUTES

Chairperson Lara Pons, MD

[Link to March 21, 2023 Meeting Minutes](#)



D. BOARD MEMBER INSTALLATION

Sarah Vingoe

INSTALLATION

Lara Pons, MD – Chair

Mark Spitzer – Vice-Chair

Raquesha Balknight – Secretary



D. ELECTION OF OFFICERS

Sarah Vingoe

ELECTION OF EXECUTIVE DIRECTOR, *Motion*

Recommended nomination – Erin Shoe

ELECTION OF TREASURER, *Motion*

Recommended nomination – Sue Yates



E. SPECIAL PRESENTATION

Sarah Vingoe

Revised Mission, Vision, and Values

Sarah Vingoe, Development Officer



C P Cabarrus Public **H I Health Interest**

Old mission statement:

The mission of Cabarrus Public Health Interest is investing in the improvement of individual and community health in Cabarrus County through awareness of and fundraising for Cabarrus Health Alliance.

New mission statement:

To preserve, advance, and enrich public health in Cabarrus County (8/18)





C P Cabarrus Public **H I Health Interest**



Old vision statement:

We envision a community where health-related needs are addressed financially, collaboratively, and responsibly for the betterment of all Cabarrus County residents.

New vision statement:

A community where every member achieves their best health (15/18)





C P Cabarrus Public **H I Health Interest**

No previous values

Values identified:

- Raising Awareness (7/18)
- Advancing Equity (12/18)
- Stewardship (8/18)





F. INFORMAL PUBLIC COMMENTS

*Chairperson Lara Pons,
MD*



G. Business Agenda

G1. Cabarrus Public Health Interest Governing Documents review, *Motion*

Erin Shoe, CHA Health Director

Conflict of Interest Disclosures and Fiduciary Duties Sign off

Erin Shoe, CHA Health Director

G2. 2024 Annual Budget Presentation and Adoption, *Motion*

Sue Yates, CHA Chief Financial Officer

G3. 2024 Calendar of Events and Goals

Keon Lewis, Equity and Development Coordinator



G1. Board of Health Governing Documents

Erin Shoe, MPH

Board of Health Governing Documents review, *Motion*

Erin Shoe, CHA Health Director

[Link to Articles Of Amendment Nonprofit Corporation](#)



G1. Board of Health Document Signing

Erin Shoe, MPH

Board of Health Conflict of Interest and Fiduciary Duties

Erin Shoe, CHA Health Director

[Link to Conflict Of Interest Policy](#)



G2. FY 2024 Annual Budget Presentation and Adoption

Sue Yates

CPHI FY 2024 Annual Budget Presentation and
Adoption, *Motion*

Sue Yates, CHA Chief Financial Officer



FY24 CPHI Annual Budget

Line Item	Anticipated Revenue	% of Overall Revenue
Fall Event	\$4,000	5%
Spring Event (tentative)	\$6,500	7%
Impact Giving Campaign	\$24,288	28%
2 nd Annual CHAsm Summit	\$52,000	60%
TOTAL	\$86,788	100%





FY24 CPHI Annual Budget

Line Item	Anticipated Expenses	% of Overall Expenses
Fall Event	\$1,100	3%
Spring Event (tentative)	\$3,325	9%
Impact Giving Campaign	\$1,350	4%
2 nd Annual CHAsm Summit	\$30,520	84%
TOTAL	\$36,295	100%

Requested action: APPROVAL of Fiscal Year 2024 Budget





G3. FY 2024 Calendar of Events and Goals

Keon Lewis, MHSA

CPHI FY 2024 Calendar of Events and Goals

Keon Lewis



FY 24 CPHI Events and Goals

Events	Date	Goals
Fall Community Event: Family Bowling Night	11/14/2023	200 attendees ≥ 30 Impact Giving Campaign supporters \$1,500 event profit
Spring Community Event: Sanctuary Rising (tentative)	03/16/2023	500 attendees ≥ 175 Impact Giving Campaign supporters
Second Annual CHAsm Summit	04/04/2024	305 attendees \$20,000 event profit
Impact Campaign	year-long	100 supporters \$22,938 campaign profit
TOTAL		1,005 event attendees ≥ \$40,000 fundraising profit



H. Announcements

*Chairperson Lara Pons,
MD*



I. Motion to Adjourn

Chairperson Lara Pons, MD



Public Health Authority of Cabarrus County
Board Meeting Minutes
June 20, 2023

A regular meeting of The Public Health Authority Board was held on Tuesday, June 20, 2023.

Board members attended in-person at CHA.

Members Present:

- Lara Pons, MD, Chair
- Mark Spitzer, Vice-Chair
- Dan Hagler, MD
- Cecilia Plez
- Daryle Adams
- Asha Rodriguez
- Kimberly Dehler, DDS

Members Absent: Chip Buckwell, Ed.D, Steve Morris

Staff Present: Erin Shoe, Rolanda Forehand, Raquesha Balknight, Sue Yates, Marcella Beam, Alicia Primus, Tamara Lunsford-Key, Sonja Bohannon-Thacker, Jennifer Yates, Derek Wilson, Brooke Nartey, Branisha Smith, Megan Shuping, Virginia Fagg, Sandra Bauman, Robert White, Alyssa Cabacungan, MacDonald Aloh (CHA Intern), Karla Velasquez (CHA Intern), Jackson Link (Atrium Health Cabarrus Intern).

CHA Legal Counsel: Sheldon Stokes, Partner (Johnston Allison Hord Law Office)

Guests and Members of Public Present: none

CALL TO ORDER

Chairperson Lara Pons called the meeting to order at 5:32 pm.

Welcome

Erin Shoe opened the meeting by introducing three (3) new interns. MacDonald Aloh is an intern who will be working with Environmental Health through the summer. Karla Velasquez is a currently a student from North Carolina State University and will intern with the Community Impact Team. Jackson Link is an intern at Atrium Health who is majoring in Public Health and will be spending time with various CHA staff this summer.

ADOPTION OF THE AGENDA

Chairperson Lara Pons requested a motion to approve the agenda. Vice-Chair Mark Spitzer moved. Cecilia Plez seconded. Motion and approval carried unanimously.

APPROVAL OF THE MINUTES

Chairperson Lara Pons asked for a motion to approve the May 16, 2023 meeting minutes. Cecilia Plez moved. Vice-Chair Mark Spitzer seconded. Motion and approval carried unanimously.

SPECIAL PRESENTATIONS – Graduate Recognition

Rolanda Forehand recognized the following 2023 graduates.

- **Jennifer Yates** started at CHA in February 2023 as our Behavioral Health Clinical Office Assistant and Peer Support Specialist in the SUN and RISE clinics. You may remember her from our CHASM Summit where she served as a panelist during our plenary session, just one month after being hired. Jennifer has been clean and sober for three years and counts it a privilege to serve the women in our program daily. She's pursued an Associate's Degree in Psychology from Colorado Christian University. Her long-term goal is to become a Licensed Clinical Social Worker, to continue growing and helping others do the same.
- **Derek Wilson** recently graduated from the University of North Carolina at Charlotte with a Master's degree in Public Health with a concentration in physical activity and nutrition. Derek started with CHA as an intern and is currently a Healthy Communities Specialist within our Healthy Living Department. His passion includes helping children, adolescents and adults build happier and healthier lives.
- **Brooke Nartey** started her journey with CHA in October 2020 as a CDC PHAP. During her time as a CDC PHAP, Brooke developed the first Health Equity Report for the agency, led program evaluation efforts for WIC's Breastfeeding Peer Counselor program, coordinated the Breast Health outreach and education, and assisted the CD department with their equity initiative project. Currently, Brooke serves as the Program Specialist for the Community Health Worker program. She has her Bachelors of Science in Biobehavioral Health and a minor in Global Health from Penn State University. Last month, she obtained her Master's degree in Public Health with a concentration in Community Health practice from the University of North Carolina at Charlotte.
- **Branisha Smith** has been with CHA for five (5) years. Starting as a Breast Health Program Coordinator, she has worked in WIC, Behavioral Health, and CD. She's been a part of our Regional Infection Prevention Support program since its inception in 2020 and has been the Program Manager for the past year & a half. In May, Branisha obtained her Master's in Public Health with graduate certificates in Health Education and Promotion & Health Management and Policy from Benedictine University (located in Illinois). Branisha believes that the best part of her job at CHA is having the ability to work directly with the community along with the internal and external connections she's able to make.
- **Megan Shuping** is a native of Concord who has worked for the Cabarrus Health Alliance for the past 12 years. She began working as a Program Coordinator for the Teen Tobacco Prevention Initiative followed by several years of coordinating and supervising grants including regional heart disease and stroke prevention; Triple P: Positive Parenting Program; Faith-Community Gardens; and several state and federal teen pregnancy prevention programs. Megan's current position is the Director of Community Health where she leads a team of Care Management and Adolescent Health programs. Megan recently obtained her Master of Business Administration with a concentration in Healthcare Management from Queens University of Charlotte. She has interests in organizational development through business solutions to improve financial and operational strategic priorities.

SPECIAL PRESENTATIONS – CHA Employee Response Recognition

Marcella Beam recognized CHA employees for their team effort. Due to their quick response to an emergency incident in the Care Center, they were able to save a life and connect another individual with the appropriate resource. The following staff were introduced and commended for their efforts:

- **Virginia Fagg** is the Substance Use Program Coordinator in Behavioral Health.
- **Sandra Baumann** is the TB Nurse in the Communicable Disease Department.
- **Alyssa Cabacungan** is a PHAP in the Environmental Health Department.
- **Tamara Lunsford-Key** is the Communicable Disease Program Director.
- **Robert White** is a Certified Peer Support Specialist with the RISE Clinic.

Other staff who were not present were recognized as well:

- **Suzanne Knight** is the Clinical Director.
- **Anne Hall** is a Communicable Disease Nurse.
- **Rocio Arguijo** is the Program Coordinator for Volunteer Services.
- **Sherry Zeigler** is an IT Support Technician.
- **Brandie Petraske** is an IT Support Analyst.

INSTALLATION

Raquesha Balknight delivered the Oath to Dr. Lara Pons and Dr. Dan Hagler. Both members will serve another three (3) year term on the Cabarrus County Public Health Authority Board of Commissioners.

NOMINATIONS

Chairperson Lara Pons opened the floor for nominations of Chair and Vice-Chair. Daryle Adams nominated Dr. Lara Pons for Chair of the Board. This nomination was approved and carried unanimously. Daryle Adams nominated Mark Spitzer for Vice-Chair of the Board. This nomination was approved and carried unanimously.

INFORMAL PUBLIC COMMENTS

No public comments.

REPORTS

Committee Report-Outs

- *Finance Committee* – Sue Yates presented the following reports.
 - *Financial Summary Report as of 4/30/23* – Sue shared the Financial Summary that includes revenues and expenditures, actuals for past and present fiscal year, and the year-to-date collected percentages.
 - Sue advised net revenue will amount to approximately \$239,831.
 - *CHA Snapshot Report as of 4/30/23* – Sue shared the CHA Snapshot that shows the budget, actuals, and year-to-date collected for each department.

Health Director's Report

Erin Shoe presented the Health Director's Report and provided a few highlights.

- Three (3) grants are pending award determination, for a total value of \$13M.
- The National Institutes of Health application with North Carolina Central University (NCCU) and Atrium Health was not awarded (\$12M).
- We are awaiting approval for placement of four (4) CDC Public Health Associates (PHAPs): Youth Advisory Council, Population Health, Policy, and Community Engagement.
- The SUN Clinic team is collaborating with Atrium OBGYN practices in the county to assist in providing most efficient and highest quality care for their identified pregnant substance-using patients.
- The Community Dental Mobile Program wrapped up its school year with 1,505 students served! This is an increase from the 2021-2022 school year when 614 students were seen.
- Environmental Health has been awarded an intern for ten (10) weeks paid through the National Environmental Health Association (NEHA).
- Staff are working with CK Rider, Cabarrus County Reentry Alliance, and NC Works to host a Transportation Simulation on June 23. Target audience is local elected leaders and those who engage and have contact with individuals after release from incarceration. *Daryle Adams advised that this has been postponed to October.*
- Staff have answered the call for the significant increase in International Travel visit demand as more people return to global travel.
- School nurses documented a total of 71,795 encounters in the electronic medical record this school year.
- Collaboration with detention staff is going well as we develop a comprehensive system for behavioral health care for individuals incarcerated in Cabarrus County along with revamping the Stepping Up program.

CONSENT AGENDA

Budget Revisions

Sue Yates presented an overview of the Budget Revisions. There are currently seventeen (17) revisions that were reviewed by both the Executive and Finance Committee at an earlier meeting. The revisions include the following departments and programs. Sue advised that there will be a few grants that will roll over to the FY24 budget.

1. SUN Program
2. Childcare Coordination for Children (CC4C)
3. Pregnancy Care Management (PCM), SmartStart
4. Prescription Drug Overdose Grant
5. WIC Breast Feeding
6. WIC Client Services
7. WIC Newborn Education

8. *Environmental Health*
9. *Capital Trust*
10. *School Health ELC Grant*
11. *Adult Primary Care Program*
12. *Behavioral Health*
13. *International Travel*
14. *Breast Cancer & Cervical Cancer Program*
15. *Expanding Laboratory Capacity (ELC)*
16. *Regional Workforce.*

Financial Policies

Sue Yates advised there were three (3) Finance Policies reviewed. The Contract & Procurement Policy, Dental Clinic Fee Policy, and the Dental Clinic Eligibility Policy.

- There were minimal changes to the Contract & Procurement Policy which include the following.
 - Purchase order requirement for purchases was moved from \$500 to \$1,000.
 - Language added for Honorariums.
 - Language added for Piggybacking.
- The Dental Clinic Fee Policy and the Dental Clinic Eligibility were presented and reviewed to ensure they are in line with the National Health Service Corps (NHSC) requirements to be able to recruit and retain Dentists for the Loan Forgiveness Program.

These policies are reviewed annually for accreditation purposes and revisions are made when necessary. The Finance Committee was able to review these Finance Policies at an earlier meeting.

CHA Policies

Erin Shoe advised there were two (2) CHA Policies for consideration and approval. The Whistle Blower Policy and the Conflict-of-Interest Policy.

- There were minimal changes to the Whistle Blower policy; making it clear on reporting structure.
- The Conflict-of-Interest policy is now for only CHA staff. The Board has a separate Conflict of Interest policy which applies to Board members.

Chairperson Lara Pons asked for a motion to approve the Consent agenda. Kim Dehler moved. Asha Rodriguez seconded. Motion and approval carried unanimously.

BUSINESS AGENDA

Board of Health Governing Documents review

Sheldon Stokes presented the revised governance documents, board policies, and resolutions for the CHA Board.

1. *Bylaws of the Public Health Authority of Cabarrus County*
2. *Conflict of Interest (Board Specific)*
3. *Rule Making & Adjudication*
4. *Public Comments at Board Meetings*
5. *Corporate Resolution*
6. *Equity & Policy Committee Charter*
7. *Committee Charter Template*
8. *Internal Procedures for Committees*

Sheldon advised the following documents had been thoroughly reviewed by the legal team and minor updates were made.

- The Bylaws and Operating Procedures have been combined and minor updates.
- The Conflict-of-Interest Policy is now Board specific.
- The Public Comments Policy and the Corporate Resolution were reviewed and minor updates were made throughout.
- Sheldon advised that the Charter Template was created as a tool to be used by each of the Board committees to remain in compliance with the open meeting laws and under the NC Statute.

Chairperson Lara Pons asked for a motion to approve the Board of Health Governing Documents. Daryle Adams moved. Dan Hagler seconded. Motion and approval carried unanimously.

2024 Final Budget

Sue Yates presented an overview of the 2024 Final Budget. Sue advised that the Preliminary Budget was reviewed at the May board meeting and there were no changes for the Final Budget. Details include the 2024 Fiscal Year Goals, Revenues for FY 2024, Fiscal Unknowns, and The Budget Ordinance. There are currently three (3) pending grants that are pending; the Office of Population Affairs - Elevate Grant, the CDC REACH Grant, NC State Allocation via Dr. Kristin Baker. Sue also mentions that CHA did not receive the NIH Grant. The Final Budget for FY24 is \$33,865,664.

Public Hearing on FY24 Budget

Chairperson Lara Pons opened the floor for a public hearing regarding the 2024 Final Budget. There were no questions or comments.

Chairperson Lara Pons asked for a motion to approve the FY24 Final Budget. Dan Hagler moved. Vice-Chair Mark Spitzer seconded. Motion and approval carried unanimously.

ANNOUNCEMENTS

Erin Shoe shared that a Year-at-a-Glance calendar will be developed for the 2024 Board and Committee meetings. Erin advised that she will ask the Board to consider changing the November meeting to October with an option of adding another small meeting if needed.

Erin Shoe mentioned that the organization's division presentations have been assigned to Board meeting dates; presentations will be shared in five slides in five minutes.

Chairperson Lara Pons thanked everyone who participated in the CHA Night Out at the Ball Park.

Vice-Chair Mark Spitzer shared that the NC Research Campus will celebrate its 15th anniversary in October 2023. Both Atrium Health and the Cabarrus Health Alliance will be recognized as critical partners.

MOTION TO ADJOURN

No further business to come before the Board.

Chairperson Lara Pons requested a motion to adjourn the meeting. Vice-Chair Mark Spitzer moved. Asha Rodriguez seconded the motion. Motion and approval carried unanimously. The meeting was adjourned at 6:12pm.

The next meeting of the board will be September 19, 2023, at 5:30pm.

Lara Pons, MD, Chair
Public Health Authority Board of Commissioners

ATTEST

Erin Shoe, MPH
Public Health Director

Minutes Taken by Raquesha R. Balknight



CHA Public Health Director's Report

September 19, 2023

Human Resources

- Staff performance evaluations are complete
- Site risk assessments complete
 - Situational Awareness Training is underway for all “field” staff

Finance

- Auditors began final audit in August; should be wrapped up by the end of September

Grants

- May – Sept 10, 2023, CHA was awarded three (3) grants for a total of \$10,5247,510 for Emergency Dental Treatment, for the CDC *Racial and Ethnic Approaches to Community Health* (REACH, focusing on policy, systems, and environmental approaches to reduce chronic disease in African American and Latino populations), and to continue the *Elevate* program (teenage pregnancy and STI prevention using an equity lens) for another five years.
- CHA was awarded two (2) PHAPs (Public Health Associate Program) from the CDC to support Public Health Policy and a Youth Advisory Council over the next two years
- Over \$7.6M is pending award determination
- CHA staff, programs, and partners have been nominated for five (5) awards to be determined at the NCPHA conference in late September.

Clinical Services (now includes Family Care Coordination)

- With the recent retirement of Suzanne Knight, Clinical Services Director, CHA Leadership has identified a multi-disciplinary Clinical Leadership Team to support the growth and development of our clinical services. Dr. Megan Easterday, Medical Director, will lead the team consisting of Julia Patterson, Women's & Children's Director; Tamara Lundsford-Key, Adult Health & Communicable Disease Director, and Megan Shuping, Director of Business Solutions.
- Pediatric clinic held 2 Kindergarten Physical days and built in extra physical appt each week throughout the summer to accommodate the needs for back-to-school physicals.
- The Women's Health team will be attending a training call “She Recovers” at the end of the month to expand their knowledge base to better serve our Substance Using clients.

Dental Health

- Dental is almost complete with the large upfit in Concord! Equipment, cabinetry and dental chairs were all replaced in the 12 operatories with top-of-the-line ADEC equipment. Cabinetry in sterilization was also replaced, creating a more streamlined sterilization process. Flooring was replaced in areas around the cabinets and painting is scheduled for this month. HVAC work continues (mostly on Suite 110B side) as well.
- During the renovation time, dental portable equipment was set up in the Community Rooms here 285 patients were seen. Altogether, only 11.5 days of clinic were missed for Concord Dental during the extensive remodel.
- Community Mobile Dental has completed its first school visit this year at Wolf Meadow! The program has been adjusted this year to focus on clear communication to both parents and school administrators (simplified consent form, kindergarten opt-out form for screenings, information sessions held for principals) while focusing on Elementary Schools for initial and recall visits.

School Health

- Members of the School Health Admin Team have worked in various roles to support back to school immunization clinics on the CHA Mobile Unit.
- School Nurses have been busy welcoming students back on campus and completing crucial beginning of the year activities:
 - reviewing health history forms to identify students with chronic health conditions, creating plans of care, and ensuring students have the medical orders and supplies they need for their care at school.
 - reviewing student records for immunizations and health assessments required by state law, tracking students who are out of compliance, communicating with parents/guardians, and connecting families to community resources.
 - collaborating with Specialized Instructional Support Personnel (SISP Team) to develop processes to support the mental health needs of students.

Behavioral Health (BH)

- Behavioral Health Clinical services has participated in outreach to both school systems to ensure alignment with our school-based programs. We received very positive feedback about the clinicians serving the schools last year and a request for expansion of our services.

Communicable Disease (CD) (Adult Health)

- CD has a new Hepatitis C Bridge Coordinator that is currently completing all of her State required training and is shadowing in other counties.
- We are seeing an increase in COVID outbreaks in LTCF, currently we have 9 active outbreaks.
- CD in collaboration with SH held several back-to-school clinics on the mobile unit. We partnered with Atrium Health Primary Care-Cabarrus Family Medicine to offer school physicals at some of the clinics.
- CD along with other CHA programs participated in the Charlotte PRIDE event, offering information about our organization and highlighting our PrEP services.

Centralized Services

- Working with Dental to prepare for appointment scheduling calls to be answered by Centralized Services (CS) by end of September.
- Partnered with School Health to pilot receiving CHA referrals from KCS/CCS School nurses.
- An average of 80% clinic calls answered live (*50% goal*), with 83% handled by CS staff (*70% goal*) for month of September.
- Working with staff across the agency to improve and restructure CHA's x1000 phone line call trees.

Healthy Living Programs

- Women, Infants, and Children (WIC) Covid 19-waivers and State Assisted Issuance has ended 7/31/23
- Minority Diabetes Prevention Program (MDPP) recently provided 150 A1c screenings at two churches in Mecklenburg County, Our Lady of The Assumption, and Our Lady of Guadalupe.

Environmental Health

- New inspection software for Food & Lodging program (called DP) is working great and has the capability to run numerous different reports which will be showcased at a future BOH meeting.
- Many changes in the On-site Wastewater rules as 18E (this will replace the .1900 rules that we currently go by) were adopted and will go into effect Jan 1 of 2024. Training and Q & A memos will be ongoing from the State to help county staff clarify and implement changes.

Healthy Cabarrus

- Currently planning and organizing the Community Health Needs Assessment Summit Update – October 19. Extended invites more than 100 individuals, including all state and federal elected leaders.
- Presented the Community Needs Assessment Process and most recently identified community needs (housing, behavioral health, early childhood education) to the 2024 Leadership Cabarrus Class.

Community Health/Social Determinants of Health

- The CHW submitted abstract “From Referrals to Results: Community Health Workers Leveraging Technology to Create Healthier and More Equitable Communities” was accepted for podium presentation at the North Carolina Public Health Association Conference.
- The STOP School Violence project was approved for a No Cost Extension until March 2025 to continue building capacity and sustainability in violence prevention strategies.

Performance/Quality Improvement and Accreditation:

- PHAB (Public Health Accreditation Board) Annual Report was approved. Re-accreditation application for PHAB is due in the Summer of 2024.
- A set of indicators were selected for surveillance as part of the ongoing efforts to grow the Epidemiology program.
- Scorecards will transition to under the NC State Clear Impact license by September 15th - saving the agency an annual fee of \$8400.



Cabarrus Health Alliance Board Meeting Agenda Form

Meeting Date: September 19, 2023

Name of Item: Budget Revision Request

Submitted by: Sue K Yates

Expected Length of Presentation: 5 minutes

Brief Summary:

Budget revisions are being requested due changes in revenues and expenses. These changes are due to either an increase or decrease in a funding source, new source of funding, or realignment of revenues and/or expenses.

Requested Action:

Approval of budget revisions

1. To budget for the new Elevate Grant awarded. \$1,083,103
2. To budget for additional funding received for the Triple P Agreement Addendum. \$6,552
3. To budget for additional carryover received for the Enhancing Lab Capacity Agreement Addendum. \$16,820
4. To budget for additional carryover received for the Communicable Disease Pandemic Recovery Agreement Addendum. \$30,940
5. To budget for carryover received for the Opioid Community Linkages to Care Agreement Addendum. \$18,750
6. To budget for additional funding received for the Breast-Feeding Peer Counseling Agreement Addendum. \$14,525
7. To budget for reduction funding received for the North Carolina Behavioral Health Equity Initiative Grant from Wake Forest. \$(2,000)
8. To budget for funding received for the Management of Chronic Illness in Pregnancy Agreement Addendum. \$8,000
9. To budget for carryover received for the Recovery Supportive Housing Grant. \$185,459
10. To reduce budget for funding received from the City of Kannapolis Block Grant and the Partnership for Children. To increase budget for additional BCBS funding. \$(2,511)
11. To budget for Community Equity Events in FY24. \$23,175

12. To reduce rollover budget for Public Health Workforce Development Agreement Addendum. \$(480,872)

Previous Action/Discussion on this item? If yes, explain

No

Items reviewed by:

Erin K Shoe, Health Director
Sue K Yates, Chief Financial Officer
Finance Subcommittee



CABARRUS HEALTH ALLIANCE

Budget Revision/Amendment Request

#1

Date: 9/19/2023

Amount: \$ 1,083,103

Type of Adjustment:

Health Director: Erin Shoe

Internal Transfer Within Program

Purpose of Request: To budget for the new Elevate Grant awarded.

Transfer Between Programs

Supplemental Request

Account	Account Name	Present Approved Budget	Increase	Decrease	Revised Budget Amount
00265845-6289-184	DHHS/OPA-Elevate	\$ -	\$ 1,083,103	\$ -	\$ 1,083,103
00295845-9101-184	Salaries & Wages-Elevate	\$ -	\$ 268,409	\$ -	\$ 268,409
00295845-9201-184	Social Security-Elevate	\$ -	\$ 16,641	\$ -	\$ 16,641
00295845-9202-184	Medicare-Elevate	\$ -	\$ 3,892	\$ -	\$ 3,892
00295845-9205-184	Group Hospital Ins-Elevate	\$ -	\$ 25,027	\$ -	\$ 25,027
00295845-9206-184	HRA-Elevate	\$ -	\$ 5,000	\$ -	\$ 5,000
00295845-9210-184	Retirement-Elevate	\$ -	\$ 39,544	\$ -	\$ 39,544
00295845-9211-184	401K Match-Elevate	\$ -	\$ 5,368	\$ -	\$ 5,368
00295845-9230-184	Workers' Comp-Elevate	\$ -	\$ 1,610	\$ -	\$ 1,610
00295845-9640-184	Insurance & Bonds-Elevate	\$ -	\$ 3,355	\$ -	\$ 3,355
00295845-9659-184	UnempComp-Elevate	\$ -	\$ 300	\$ -	\$ 300
00295845-9301-184	Office Supplies-Elevate	\$ -	\$ 2,400	\$ -	\$ 2,400
00295845-9320-184	Printing & Binding-Elevate	\$ -	\$ 1,291	\$ -	\$ 1,291
00295845-9331-184	Minor Office Equipment & Furn	\$ -	\$ 9,676	\$ -	\$ 9,676
00295845-9335-184	Food-Elevate	\$ -	\$ 7,500	\$ -	\$ 7,500
00295845-9352-184	Software	\$ -	\$ 1,000	\$ -	\$ 1,000
00295845-9355-184	Other Operation Costs-Elevate	\$ -	\$ 110,680	\$ -	\$ 110,680
00295845-9420-184	Telecommunications-Elevate	\$ -	\$ 1,368	\$ -	\$ 1,368
00295845-9447-184	Contracted Services-Elevate	\$ -	\$ 506,287	\$ -	\$ 506,287
00295845-9611-184	Mileage-Elevate	\$ -	\$ 2,022	\$ -	\$ 2,022
00295845-9635-184	Training & Education-Elevate	\$ -	\$ 9,000	\$ -	\$ 9,000
00295845-9356-184A	SpecialProgSupplies-Indirect	\$ -	\$ 62,733	\$ -	\$ 62,733

Finance Office Use Only

Finance Director _____ Health Director _____ Chairman of Cabarrus Health Alliance _____
 Approved/Denied Date _____ Approved/Denied Date _____ Approved/Denied Date _____

CABARRUS HEALTH ALLIANCE

Budget Revision/Amendment Request

#2

Date: 9/19/2023

Amount: \$ 6,552

Type of Adjustment:

Health Director: Erin Shoe

Internal Transfer Within Program

Purpose of Request: To budget for additional funding received for the Triple P Agreement Addendum.

Transfer Between Programs

Supplemental Request

Account	Account Name	Present Approved Budget	Increase	Decrease	Revised Budget Amount
00265845-6200-58760	CHA Grant-TripleP	\$ 70,893	\$ 6,552	\$ -	\$ 77,445
00295845-9101-58760	Salaries & Wages-TripleP	\$ 44,369	\$ 4,817	\$ -	\$ 49,186
00295845-9320-58760	Printing & Binding-TripleP	\$ -	\$ 100	\$ -	\$ 100
00295845-9355-58760	Other Operation Costs-TripleP	\$ -	\$ 6,486	\$ -	\$ 6,486
00295845-9611-58760	Mileage-TripleP	\$ 280	\$ 220	\$ -	\$ 500
00295845-9635-58760	Trng&Educ-TripleP	\$ 6,571	\$ -	\$ 5,071	\$ 1,500

Finance Office Use Only

Finance Director _____ Health Director _____ Chairman of Cabarrus Health Alliance _____
 Approved/Denied Date _____ Approved/Denied Date _____ Approved/Denied Date _____

CABARRUS HEALTH ALLIANCE

Budget Revision/Amendment Request

#3

Date: 9/19/2023

Amount: \$ 16,820

Type of Adjustment:

Health Director: Erin Shoe

Internal Transfer Within Program

Purpose of Request: To budget for additional carryover received for the ELC Agreement Addendum.

Transfer Between Programs

Supplemental Request

Account	Account Name	Present Approved Budget	Increase	Decrease	Revised Budget Amount
00265865-6200-50543	CHA Grant-ELC EnhDectAct	\$ 220,000	\$ 16,820	\$ -	\$ 236,820
00295865-9101-50543	Salaries & Wages-ELC	\$ 109,783	\$ 14,000	\$ -	\$ 123,783
00295865-9635-50543	Training & Education	\$ 2,000	\$ 2,820	\$ -	\$ 4,820

Finance Office Use Only

Finance Director _____ Health Director _____ Chairman of Cabarrus Health Alliance _____
 Approved/Denied Date _____ Approved/Denied Date _____ Approved/Denied Date _____

CABARRUS HEALTH ALLIANCE

Budget Revision/Amendment Request

#4

Date: 9/19/2023

Amount: \$ 30,940

Type of Adjustment:

Health Director: Erin Shoe

Internal Transfer Within Program

Purpose of Request: To budget for additional carryover received for the CD Pandemic Recovery

Transfer Between Programs

Agreement Addendum.

Supplemental Request

Account	Account Name	Present Approved Budget	Increase	Decrease	Revised Budget Amount
00265865-6200-50546	CHA Grant-CD Pandemic Recovery	\$ 215,000	\$ 30,940	\$ -	\$ 245,940
00295865-9101-50546	Salaries & Wages-CDPandemicRec	\$ 108,743	\$ 30,940	\$ -	\$ 139,683

Finance Office Use Only

Finance Director _____ Health Director _____ Chairman of Cabarrus Health Alliance _____
 Approved/Denied Date _____ Approved/Denied Date _____ Approved/Denied Date _____

CABARRUS HEALTH ALLIANCE

Budget Revision/Amendment Request

#5

Date: 9/19/2023

Amount: \$ 18,750

Type of Adjustment:

Health Director: Erin Shoe

Internal Transfer Within Program

Purpose of Request: To budget for carryover received for the Opioid CLC Agreement Addendum.

Transfer Between Programs

Supplemental Request

Account	Account Name	Present Approved Budget	Increase	Decrease	Revised Budget Amount
00265845-6200-50491	CHA Grant-Opioid CLC	\$ -	\$ 18,750	\$ -	\$ 18,750
00295845-9101-50491	Salaries & Wages-Opioid CLC	\$ -	\$ 1,900	\$ -	\$ 1,900
00295845-9201-50491	Social Security-Opioid CLC	\$ -	\$ 200	\$ -	\$ 200
00295845-9202-50491	Medicare-Opioid CLC	\$ -	\$ 70	\$ -	\$ 70
00295845-9205-50491	Group Hospital Ins-Opioid CLC	\$ -	\$ 265	\$ -	\$ 265
00295845-9206-50491	HRA - Opioid CLC	\$ -	\$ 50	\$ -	\$ 50
00295845-9210-50491	Retirement - Opioid CLC	\$ -	\$ 265	\$ -	\$ 265
00295845-9211-50491	401K Match - Opioid CLC	\$ -	\$ 50	\$ -	\$ 50
00295845-9355-50491	Other Oper Costs-Opioid CLC	\$ -	\$ 12,950	\$ -	\$ 12,950
00295845-9355-5049A	Other Oper Costs-Indirect	\$ -	\$ 3,000	\$ -	\$ 3,000

Finance Office Use Only

Finance Director _____ Health Director _____ Chairman of Cabarrus Health Alliance _____
 Approved/Denied Date _____ Approved/Denied Date _____ Approved/Denied Date _____

CABARRUS HEALTH ALLIANCE

Budget Revision/Amendment Request

#6

Date: 9/19/2023

Amount: \$ 14,525

Type of Adjustment:

Health Director: Erin Shoe

Internal Transfer Within Program

Purpose of Request: To budget for additional funding received for the Breast Feeding

Transfer Between Programs

Peer Counseling Agreement Addendum.

Supplemental Request

Account	Account Name	Present Approved Budget	Increase	Decrease	Revised Budget Amount
00265880-6200-54150	CHA Grant-WICBFPC	\$ 62,370	\$ 14,525	\$ -	\$ 76,895
00295880-9101-54150	Salaries & Wages-WICBFPC	\$ 42,244	\$ 525	\$ -	\$ 42,769
00295880-9104-54150	Temp-PT&FT-WICBFPC	\$ -	\$ 14,000	\$ -	\$ 14,000

Finance Office Use Only

Finance Director _____ Health Director _____ Chairman of Cabarrus Health Alliance _____
 Approved/Denied Date _____ Approved/Denied Date _____ Approved/Denied Date _____

CABARRUS HEALTH ALLIANCE

Budget Revision/Amendment Request

#7

Date: 9/19/2023

Amount: \$ (2,000)

Type of Adjustment:

Health Director: Erin Shoe

Internal Transfer Within Program

Purpose of Request: To budget for reduction funding received for the NCBHEI from Wake Forest.

Transfer Between Programs

Supplemental Request

Account	Account Name	Present Approved Budget	Increase	Decrease	Revised Budget Amount
00265845-6851-223	Wake Forest School of Medicine	\$ 42,000	\$ -	\$ 2,000	\$ 40,000
00295845-9102-223	Part Time > 1000 Hrs-NCBHEI	\$ 17,754	\$ -	\$ 7,761	\$ 9,993
00295845-9320-223	Printing & Binding	\$ 2,500	\$ -	\$ 1,500	\$ 1,000
00295845-9331-223	Minor Office Equipment & Furn	\$ 2,000	\$ -	\$ 2,000	\$ -
00295845-9630-223	Dues & Subscriptions	\$ 500	\$ -	\$ 236	\$ 264
00295845-9611-223	Mileage-NCBHEI	\$ 800	\$ -	\$ 525	\$ 275
00295845-9355-223A	Other Operation Costs-NCBHEIIn	\$ 3,818	\$ -	\$ 182	\$ 3,636
00295845-9301-223	Office Supplies	\$ 300	\$ 200	\$ -	\$ 500
00295845-9335-223	Food	\$ 3,000	\$ 3,490	\$ -	\$ 6,490
00295845-9355-223	Other Operation Costs	\$ 2,687	\$ 1,313	\$ -	\$ 4,000
00295845-9447-223	Contracted Services-NCBHEI	\$ 3,182	\$ 4,618	\$ -	\$ 7,800
00295845-9635-223	Training & Education-NCBHEI	\$ 1,354	\$ 583	\$ -	\$ 1,937

Finance Office Use Only

Finance Director _____ Health Director _____ Chairman of Cabarrus Health Alliance _____
 Approved/Denied Date _____ Approved/Denied Date _____ Approved/Denied Date _____

CABARRUS HEALTH ALLIANCE

Budget Revision/Amendment Request

#8

Date: 9/19/2023

Amount: \$ 8,000

Type of Adjustment:

Health Director: Erin Shoe

Internal Transfer Within Program

Purpose of Request: To budget for funding received for the Management of Chronic Illness in Pregnancy Agreement Addendum.

Transfer Between Programs

Supplemental Request

Account	Account Name	Present Approved Budget	Increase	Decrease	Revised Budget Amount
00295875-6200-50130	CHA Grant - MCIP	\$ -	\$ 8,000	\$ -	\$ 8,000
00295875-9360-50130	Medical Supplies-MCIP	\$ -	\$ 8,000	\$ -	\$ 8,000

Finance Office Use Only

Finance Director _____ Health Director _____ Chairman of Cabarrus Health Alliance _____
 Approved/Denied Date _____ Approved/Denied Date _____ Approved/Denied Date _____

CABARRUS HEALTH ALLIANCE

Budget Revision/Amendment Request

#9

Date: 9/19/2023

Amount: \$ 185,459

Type of Adjustment:

Health Director: Erin Shoe

Internal Transfer Within Program

Purpose of Request: To budget for carryover received for the Recovery Supportive

Transfer Between Programs

Housing Grant.

Supplemental Request

Account	Account Name	Present Approved Budget	Increase	Decrease	Revised Budget Amount
00265845-6281-406	NC DHHS DMH/DD/SAS-RSH	\$ 507,060	\$ 185,459	\$ -	\$ 692,519
00295845-9101-406	Salaries & Wages-RSH	\$ 146,464	\$ 35,857	\$ -	\$ 182,321
00295845-9201-406	Social Security-RSH	\$ 9,081	\$ 3,000	\$ -	\$ 12,081
00295845-9202-406	Medicare-RSH	\$ 2,124	\$ 1,500	\$ -	\$ 3,624
00295845-9205-406	Group Hospital Insurance-RSH	\$ 16,517	\$ 5,000	\$ -	\$ 21,517
00295845-9206-406	HRA-RSH	\$ 3,163	\$ 2,000	\$ -	\$ 5,163
00295845-9210-406	Retirement-RSH	\$ 19,597	\$ 3,000	\$ -	\$ 22,597
00295845-9211-406	401K Match-RSH	\$ 2,929	\$ 196	\$ -	\$ 3,125
00295845-9320-406	Printing & Binding-RSH	\$ 390	\$ 500	\$ -	\$ 890
00295845-9335-406	Food-RSH	\$ 1,980	\$ 932	\$ -	\$ 2,912
00295845-9355-406	Other Operation Costs-RSH	\$ 67,678	\$ 41,246	\$ -	\$ 108,924
00295845-9420-406	Telecommunications-RSH	\$ -	\$ 750	\$ -	\$ 750
00295845-9447-406	Outsourced Services-RSH	\$ 193,400	\$ 47,350	\$ -	\$ 240,750
00295845-9635-406	Training & Education-RSH	\$ 7,997	\$ 13,607	\$ -	\$ 21,604
00295845-9356-406A	Special Program Supplies-RSH	\$ 26,114	\$ 30,521	\$ -	\$ 56,635

Finance Office Use Only

Finance Director _____ Health Director _____ Chairman of Cabarrus Health Alliance _____
 Approved/Denied Date _____ Approved/Denied Date _____ Approved/Denied Date _____

CABARRUS HEALTH ALLIANCE

Budget Revision/Amendment Request

#10

Date: 9/19/2023

Amount: \$ (2,511)

Type of Adjustment:

Health Director: Erin Shoe

Internal Transfer Within Program

Purpose of Request: To reduce budget for funding received from the City of Kannapolis

Transfer Between Programs

Block Grant and the Partnership for Children. To increase budget for additional BCBS funding.

Supplemental Request

Account	Account Name	Present Approved Budget	Increase	Decrease	Revised Budget Amount
00265855-6446-162	Contrib-CityOfKann-DentalMob	\$ 3,500	\$ -	\$ 1,000	\$ 2,500
00295855-9367-162	Dental Supplies-Dental Mobile	\$ 7,500	\$ -	\$ 1,000	\$ 6,500
00265855-6833-41400	BCBS of NC Foundation	\$ 150,000	\$ 2,940	\$ -	\$ 152,940
00295855-9104-41400	Temp PT & Full - Dental	\$ -	\$ 2,940	\$ -	\$ 2,940
00265855-6286-129	Cab Partfor Child SmartStart D	\$ 30,000	\$ -	\$ 4,451	\$ 25,549
00295855-9445-129	Purchased Serv-SmartStart Dent	\$ 30,000	\$ -	\$ 4,451	\$ 25,549

Finance Office Use Only

Finance Director _____ Health Director _____ Chairman of Cabarrus Health Alliance _____
 Approved/Denied Date _____ Approved/Denied Date _____ Approved/Denied Date _____

CABARRUS HEALTH ALLIANCE

Budget Revision/Amendment Request

#11

Date: 9/19/2023

Amount: \$ 23,175

Type of Adjustment:

Health Director: Erin Shoe

Internal Transfer Within Program

Purpose of Request: To budget for Community Equity Events in FY24.

Transfer Between Programs

Supplemental Request

Account	Account Name	Present Approved Budget	Increase	Decrease	Revised Budget Amount
00265815-6692-255	Admin Fees Collected-CEE	\$ -	\$ 23,175	\$ -	\$ 23,175
00265815-9692-255	Public Relations	\$ -	\$ 300	\$ -	\$ 300
00265815-9320-255	Printing & Binding-CEE	\$ -	\$ 1,750	\$ -	\$ 1,750
00265815-9355-255	Other Operational-CEE	\$ -	\$ 850	\$ -	\$ 850
00265815-9447-255	Outsourced Services-CEE	\$ -	\$ 20,275	\$ -	\$ 20,275

Finance Office Use Only

Finance Director _____ Health Director _____ Chairman of Cabarrus Health Alliance _____
 Approved/Denied Date _____ Approved/Denied Date _____ Approved/Denied Date _____

CABARRUS HEALTH ALLIANCE

Budget Revision/Amendment Request

#12

Date: 9/19/2023

Amount: \$ (480,872)

Type of Adjustment:

Health Director: Erin Shoe

Internal Transfer Within Program

Purpose of Request: To reduce rollover budget for Public Health Workforce Development Agreement Addendum.

Transfer Between Programs

Supplemental Request

Account	Account Name	Present Approved Budget	Increase	Decrease	Revised Budget Amount
00265865-6200-50621	CHA Grant - PH Reg WF	\$ 2,060,918	\$ -	\$ 480,872	\$ 1,580,046
00295865-9101-50621	Salaries & Wages-PH Reg WF	\$ 245,040	\$ 7,960	\$ -	\$ 253,000
00295865-9320-50621	Printing & Binding-PH Reg WF	\$ 261	\$ 739	\$ -	\$ 1,000
00295865-9420-50621	Telecommunications-PH Reg WF	\$ 266	\$ 234	\$ -	\$ 500
00295865-9635-50621	Training & Education	\$ -	\$ 172,254	\$ -	\$ 172,254
00295865-9635-5062A	PHRWF-Indirect	\$ -	\$ 120,688	\$ -	\$ 120,688
00295865-9104-50621	Temp - Part&Full Time - PH Reg	\$ 20,000	\$ -	\$ 4,000	\$ 16,000
00295865-9331-50621	Minor Office Equip & Furn-PH	\$ 3,169	\$ -	\$ 3,169	\$ -
00295865-9355-50621	Other Oper Costs-PH Reg WF	\$ 120,000	\$ -	\$ 120,000	\$ -
00295865-9447-50621	Outsourced Services-PH Reg WF	\$ 1,576,166	\$ -	\$ 654,203	\$ 921,963
00295865-9611-50621	Mileage-PH Reg WF	\$ 4,875	\$ -	\$ 1,375	\$ 3,500

Finance Office Use Only

Finance Director _____ Health Director _____ Chairman of Cabarrus Health Alliance _____
 Approved/Denied Date _____ Approved/Denied Date _____ Approved/Denied Date _____



SUBJECT: PROGRAM INCOME POLICY RELATED TO ARP/CSLFRF AWARD

EFFECTIVE DATE: October 25, 2022

REVISION DATE: October 25, 2022

REVIEW DATE: September 5, 2023

POLICY STATEMENT:

WHEREAS the Public Health Authority of Cabarrus County *d.b.a.* Cabarrus Health Alliance (hereinafter referred to as “CHA”), has received an allocation of funds from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (hereinafter “ARP/CSLFRF Award” or “Funds”); and

WHEREAS, CHA shall comply with the terms of ARP/SCLFRF Award, and the U.S. Department of Treasury’s (“Treasury”) federal regulations governing the spending of Funds, including the Final Rule, and Treasury’s regulations governing expenditures of Funds, including the Award Terms and Conditions, Compliance and Reporting Guidance for the State and Local Fiscal Recovery Funds (together the “Federal regulations”), and any additional guidance Treasury has issued or may issue governing the spending of Funds.

WHEREAS, CHA shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part § 200 (the “UG”); and

WHEREAS, CHA shall account for program income per the requirements set forth in the UG, including, but not limited to, 2 C.F.R. § 200.307, and as stipulated in Compliance and Reporting Guidance for the State and Local Recovery Funds, which provides: “Recipients of CSLFRF funds should calculate, document, and record the organization’s program income. Additional controls that your organization should implement include written policies that explicitly identify appropriate allocation methods, accounting standards and principles, compliance monitoring checks for program income calculations, and records.”¹

Now, therefore, be it Resolved, that the governing board of CHA hereby adopts and enacts the following policies and procedures for the use of program income earned from the expenditure of Funds pursuant to the ARP/CSLFRF Award.

¹ Compliance and Reporting Guidance, p. 9.

PROGRAM INCOME POLICY

I. PURPOSE AND SCOPE

CHA enacts the following procedures for its use of program income earned from the expenditure of Funds to ensure compliance with the UG, including, but not limited to, 2 C.F.R. § 200.307, the ARP/CSLFRF Award, and all applicable Federal regulations governing the use of program income. CHA agrees to administer program income according to the requirements set forth in this policy and as required by the Federal regulations and State law.

The responsibility for following this policy lies with CHA's Finance Director or designee, who are charged with the administration and financial oversight of the ARP/CSLFRF Award. Questions on the use and/or reporting of program income should be directed to CHA's Finance Director or designee.

II. DEFINITIONS²

- a. *ARP/CLSFRRF Award* means the Federal program governing the use of Coronavirus State and Local Fiscal Recovery Funds as provided in the Assistance Listing and as administered by the U.S. Department of Treasury pursuant to the American Rescue Plan Act of 2021 ("ARPA"), Pub. L. No. 117-2 (Mar. 11, 2021).
- b. *CSLFRF Funds* means the portion of Federal financial assistance from the Coronavirus State Fiscal Recovery Funds and Coronavirus Local Fiscal Recovery Funds (collectively "Funds") awarded to the CHA pursuant ARPA.
- c. *Federal award* means the Federal financial assistance that a recipient receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in 2 C.F.R. § 200.101. The Federal award is the instrument setting forth the terms and conditions of the grant agreement, cooperative agreement, or other agreement for assistance.
- d. *Federal awarding agency* means the Federal agency that provides a Federal award directly to a non-Federal entity.
- e. *Federal financial assistance* means the assistance that non-Federal entities receive or administer in the form of grants, cooperative agreements, non-cash contributions, direct appropriations, food commodities, or other financial assistance, including loans.
- f. *Federal program* means all Federal awards which are assigned a single Assistance Listings Number.
- g. *Non-Federal entity* means a State, local government, Indian tribe, Institution of Higher Education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.
- h. *Period of performance* means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. The period of performance for the ARP/CSLFRF Award ends December 31, 2026.
- i. *Program income* means gross income earned by the non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance except as provided in 2 C.F.R. § 200.307(f).

² Excluding the first two, the definitions in this section are found in 2 C.F.R. § 200.1.

III. PROGRAM INCOME OVERVIEW

For purposes of this policy, program income is the gross income earned by the CHA that is directly generated by a supported activity or earned as a result of the ARP/CSLFRF Award during the period of performance, which closes December 31, 2026. 2 C.F.R. § 200.1.

Program income includes, but is not limited to, the following sources of income:

- The collection of fees for services performed.
- Payments for the use or rental of real or personal property.
- The sale of commodities or items fabricated under the Federal award.
- The payment of principal and interest on loans made under the Federal award.

Program income does not include fees or revenue from the following:

- The use of rebates, credits, discounts, and interest earned on any of them.
- Governmental revenues, such as taxes, special assessments, levies, or fines.
- Proceeds from the sale of real property, equipment, or supplies.³

IV. USE OF PROGRAM INCOME

2 C.F.R. § 200.307(e) sets forth three methods for how program income may be accounted for: the deduction method, the addition method, and the cost sharing/matching method. Treasury has indicated that program income earned pursuant to expenditures of Funds shall be accounted for pursuant to the addition method. CHA agrees to add program income to the total award amount and expend it on eligible projects during the period of performance.⁴

V. REPAYMENT OF PRINCIPAL AND INTEREST ON LOANS MADE WITH ARP/CSLFRF FUNDS

Treasury has imposed different requirements on loans of Funds under the revenue loss category and loans of Funds under other expenditure categories. CHA agrees to appropriately account for the repayment of loaned Funds according to the ARP/CSLFRF Award terms, as follows:

- (1) Loans made under the revenue loss eligibility category.** Loans of Funds under the revenue loss eligibility category may be considered to be expended at the point of disbursement to the borrower, and repayments on such loans are not subject to program income requirements.⁵ Accordingly, CHA shall not separately account for the repayment of principal and interest on loans of Funds under the revenue loss eligibility category.

³ 2 C.F.R. Section 200.1 and 2 C.F.R. Section 200.307 each define and limit the sources of program income.

⁴ Treasury updated its guidance on 4/27/2022 to clarify that the addition method applies to all program income generated from the ARP/CSLFRF Award expenditures. The addition method allows units to spend program income on any other ARP-eligible project.

⁵ [Final Rule FAQ 4.9](#).

(2) Non-revenue loss loans (i.e., loans made under the public health emergency/negative economic impacts category and/or the necessary water, sewer, and broadband infrastructure category)

- a. **Loans that mature or are forgiven on or before December 31, 2026:** CHA shall add the repayment of principal and interest (program income) to the ARP/CSLFRF Award pursuant to 2 C.F.R. Section 200.317(e)(2). When the loan is made, CHA shall report the principal of the loan as an expense. CHA shall expend the repayment of principal only on eligible uses and is subject to restrictions on the timing of the use of Funds pursuant to the ARP/CSLFRF Award.
- b. **Loans with maturities longer than December 31, 2026:** CHA is not required to separately account for the repayment of principal and interest on loans of Funds with maturities after the ARP/CSLFRF Award's period of performance. CHA shall expend Funds for only the projected cost of the loan. CHA shall project the cost of the loan by estimating the subsidy cost according to one of the calculation methods outlined in Treasury's Final Rule FAQs, question 4.9 (updated 4/27/22).

(3) Contributions to revolving loan funds: CHA may contribute funds to a revolving loan fund if the loaned Funds are restricted to financing eligible uses. The amount of Funds contributed to a revolving loan fund must be limited to the projected cost of loans made over the life of the revolving loan fund, following the approach described above for loans with maturities longer than December 31, 2026.

- a. Any contribution of CSLFRF revenue loss funds to a revolving loan fund shall follow the approach of loans funded under the revenue loss eligible use category outlined in Section V, paragraph 1.⁶

VI. ALLOCATION OF PROGRAM INCOME

CHA shall only expend program income on costs that are reasonable, allocable, and allowable under the terms of the ARP/CSLFRF Award.⁷ To adhere to these requirements, CHA shall comply with the cost principles included in 2 C.F.R. § 200, as outlined in CHA's Cost Principles Policy. CHA shall allocate program income to the ARP/CSLFRF Award in proportion to the pro rata share of the total funding (e.g., if Funds cover half of a project's cost, with general revenue covering the other half, the unit shall allocate 50% of any program income earned to the ARP/CSLFRF Award and account for its use pursuant to 2 C.F.R. § 200.307).

VII. ADDITIONAL PROGRAM INCOME REQUIREMENTS

- (a) **Identifying, Documenting, Reporting, and Tracking.** To ensure compliance with the requirements of program income as outlined by the Federal regulations, the terms and conditions of the ASP/CSLFRF Award, and the requirements set forth herein, each

⁶ *Id.*

⁷ 2 C.F.R. § § 200.404, 408.

department shall identify potential sources of program income and properly report the program income for the period in which it was earned and dispersed.

Program income shall be accounted for separately. CHA shall not comingle program income earned from programs supported by Funds with the general award of ARP/CSLFRF Funds the CHA received from Treasury. Any costs associated with generating program income revenue shall be charged as expenditures to the ARP/CSLFRF Award.

- (b) **Program Income Earned After the Period of Performance.** CHA shall have no obligation to report program income earned after the period of performance (December 31, 2026). However, CHA shall report program income expended after the period of performance if that program income was earned on or before December 31, 2026.
- (c) **Subawards.** CHA agrees to ensure that any subrecipient of Funds abides by the award of the terms and conditions of this policy and is aware that the subrecipient is responsible for accounting for and reporting program income to CHA on a quarterly basis.
- (d) **Compliance with State law.** Program income shall not be expended for purposes prohibited under State law.
- (e) **Subject to Audit.** CHA recognizes that its use of program income may be audited and reviewed for compliance with Federal laws and regulations, State law, and the terms of the ARP/CSLFRF Award.

VIII. IMPLEMENTATION OF POLICY

CHA’s Finance Director or designee will adopt procedures to identify potential program income during the project eligibility and allowable cost review, document actual program income, and follow the requirements in this policy related to the treatment of program income.

Date

Board Chairman

SUBJECT: PROPERTY MANAGEMENT POLICY RELATED TO ARP/CSLFRF AWARD**EFFECTIVE DATE:** October 25, 2022**REVISION DATE:** October 25, 2022**REVIEW DATE:** September 5, 2023**POLICY STATEMENT:**

WHEREAS the Public Health Authority of Cabarrus County *d.b.a.* Cabarrus Health Alliance (hereinafter referred to as “CHA”), has received an allocation of funds from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (hereinafter “ARP/CSLFRF” or “Funds”); and

WHEREAS the Funds may be used for projects within these categories, to the extent authorized by state law.

1. Support COVID-19 public health expenditures, by funding COVID-19 mitigation and prevention efforts, medical expenses, behavioral healthcare, preventing and responding to violence, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to households, small businesses, non-profits, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet; and

WHEREAS the Funds are subject to the provisions of the federal Uniform Grant Guidance, 2 CFR § 200 (hereinafter “UG”), as provided in the Assistance Listing; and

WHEREAS the Compliance and Reporting Guidance for the State and Local Fiscal Recovery Funds (v3.0 February 2022) provides, in relevant part:

Equipment and Real Property Management. Any purchase of equipment or real property with Funds must be consistent with the UG. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR § 200.311 and 2 CFR § 200.313, any equipment or real property acquired using Funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

WHEREAS Subpart D of the UG dictates title, use, management, and disposal of real property, equipment, and supplies acquired in whole or in part with Funds;

BE IT RESOLVED that the governing board of CHA hereby adopts and enacts the following UG Property Management Policy for the expenditure of Funds.

Property Standards for Real Property, Equipment, and Supplies Acquired with American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Funds

I. POLICY OVERVIEW

The UG, specifically Subpart D, details post award requirements related to property management of property acquired or updated, in whole or in part, with Funds.

2 CFR § 200.311 through 2 CFR § 200.316 detail property standards related to the expenditure of Funds. CHA, shall adhere to all applicable property standards, as detailed below.

II. DEFINITIONS

The definitions in 2 CFR § 200.1 apply to this policy, including the following:

Computing devices: machines used to acquire, store, analyze, process, and publish data and other information electronically, including accessories (or “peripherals”) for printing, transmitting and receiving, or storing electronic information. See also the definitions of supplies and information technology systems in this section.

Equipment: tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by CHA for financial statement purposes, or \$5,000.

Information technology systems: computing devices, ancillary equipment, software, firmware, and similar procedures, services (including support services), and related resources. See also the definitions of computing devices and equipment in this section.

Intangible property: property having no physical existence, such as trademarks, copyrights, patents and patent applications and property, such as loans, notes and other debt instruments, lease agreements, stock and other instruments of property ownership (whether the property is tangible or intangible).

Personal property: property other than real property. It may be tangible, having physical existence, or intangible.

Property: real property or personal property.

Real property: land, including land improvements, structures and appurtenances thereto, but excludes moveable machinery and equipment.

Supplies: all tangible personal property other than those described in the definition of equipment in this section. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the local government for financial statement purposes or \$5,000, regardless of the length of its useful life. See also the definitions of computing devices and equipment in this section.

III. REAL PROPERTY

Title to Real Property: Title to real property acquired or improved with Funds vests with CHA. 2 CFR § 200.311(a).

Use of Real Property: Real property acquired or improved with Funds must be used for the originally authorized purpose as long as needed for that purpose, during which time CHA must not dispose of or encumber its title or other interests. 2 CFR § 200.311(b).

Insurance of Real Property: CHA must provide the equivalent insurance coverage for real property acquired or improved with Funds as provided to property owned by CHA. 2 CFR § 200.310.

Disposition of Real Property: When CHA no longer needs real property purchased with Funds for ARP/CSLFRF Award purposes, CHA must obtain disposition instructions from US Treasury. The instructions must provide for one of the following alternatives:

1. CHA retains title after compensating US Treasury. The amount paid to US Treasury will be computed by applying US Treasury's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situations where CHA is disposing of real property acquired or improved with Funds and acquiring replacement real property under the ARP/CSLFRF Award, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.
2. CHA sells the property and compensates US Treasury. The amount due to US Treasury will be calculated by applying US Treasury's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the ARP/CSLFRF Award has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When CHA is directed to sell property, sales procedures must be followed that provide for competition to the extent practicable and result in the highest possible return.
3. CHA transfers title to US Treasury or to a third party designated/approved by US Treasury. CHA is entitled to be paid an amount calculated by applying the CHA's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property. 2 CFR § 200.311(c).

IV. EQUIPMENT

Title to Equipment: Title to equipment acquired or improved with Funds vests with CHA. 2 CFR § 200.313(a).

Use of Equipment: CHA must use equipment acquired with Funds for the project for which it was acquired as long as needed, whether or not the project continues to be supported by the ARP/CSLFRF Award, and CHA must not encumber the property without prior approval of US Treasury. 2 CFR § 200.313(a)(1)-(2).

When no longer needed for the original project, the equipment may be used in other activities supported by a Federal awarding agency, in the following order of priority:

1. Activities under a Federal award from the Federal awarding agency which funded the original project, then
2. Activities under Federal awards from other Federal awarding agencies. This includes consolidated equipment for information technology systems. 2 CFR § 200.313(c)(1).

During the time that equipment is used on the project for which it was acquired, CHA must also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, provided that such use will not interfere with the work on the project for which it was originally acquired. First preference for other use must be given to other programs or projects supported by US Treasury and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies. Use for non-federally-funded programs or projects is also permissible. User fees should be considered if appropriate. 2 CFR § 200.313(c)(2).

Noncompetition: CHA must not use equipment acquired with the Funds to provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute for as long as the Federal Government retains an interest in the equipment. 2 CFR § 200.313(c)(3).

Replacement Equipment: When acquiring replacement equipment, CHA may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property. 2 CFR § 200.313(c)(4).

Management of Equipment: CHA will manage equipment (including replacement equipment) acquired in whole or in part with Funds according to the following requirements.

1. CHA will maintain sufficient records that include
 - a) a description of the property,
 - b) a serial number or other identification number,
 - c) the source of funding for the property (including the Federal Award Identification Number (FAIN)),
 - d) who holds title,
 - e) the acquisition date,
 - f) cost of the property,
 - g) percentage of Federal participation in the project costs for the Federal award under which the property was acquired,
 - h) the location, use and condition of the property, and
 - i) any ultimate disposition data including the date of disposal and sale price of the property.
2. CHA will conduct a physical inventory of the property and reconcile results with its property records at least once every two years.
3. CHA will develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft will be investigated by the CHA or its authorized representative.
4. CHA will develop and implement adequate maintenance procedures to keep the property in good condition.
5. If CHA is authorized or required to sell the property, it will establish proper sales procedures to ensure the highest possible return, in accordance with state and federal law.

Insurance of Equipment: CHA must provide the equivalent insurance coverage for equipment acquired or improved with Funds as provided to property owned by CHA. 2 CFR § 200.310.

Disposition of Equipment: When the equipment is no longer needed for its original ARP/CSLFRF Award purpose, CHA may either make the equipment available for use in other activities funded by a Federal agency, with priority given to activities funded by US Treasury, dispose of the equipment according to instructions from US Treasury, or follow the procedures below. 2 CFR § 200.313(e).

1. Equipment with a per-item fair market value of less than \$5,000 may be retained, sold or transferred by CHA, in accordance with state law, with no additional responsibility to US Treasury;
2. If no disposal instructions are received from US Treasury, equipment with a per-item fair market value of greater than \$5,000 may be retained or sold by the CHA. CHA must establish proper sales procedures, in accordance with state law, to ensure the highest possible return. CHA must reimburse US Treasury for its federal share. Specifically, US Treasury is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the ARP/CSLFRF funding percentage of participation in the cost of the original purchase. If the equipment is sold, US Treasury may permit CHA to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.
3. Equipment may be transferred to US Treasury or to a third-party designated by US Treasury in return for compensation to CHA for its attributable compensation for its attributable percentage of the current fair market value of the property.

V. SUPPLIES

Title to Supplies. Title to supplies acquired with Funds vests with CHA upon acquisition. 2 CFR § 200.314(a).

Use and Disposition of Supplies: If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the ARP/CSLFRF project and the supplies are not needed for any other Federal award, CHA must retain the supplies for use on other activities or sell them, but must, in either case, compensate the Federal Government for its share. The amount of compensation must be computed in the same manner as for equipment. 2 CFR § 200.314(a).

Noncompetition. As long as the Federal Government retains an interest in the supplies, CHA must not use supplies acquired under the ARP/CSLFRF Award to provide services to other organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Federal statute. 2 CFR § 200.314(b).

VI. PROPERTY TRUST RELATIONSHIP

Real property, equipment, and intangible property, that are acquired or improved with Funds must be held in trust by CHA as trustee for the beneficiaries of the project or program under which the property was acquired or improved. US Treasury may require CHA to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with a Federal award and that use and disposition conditions apply to the property. 2 CFR § 200.316.

VII. IMPLEMENTATION OF POLICY

CHA's Finance Director shall adopt procedures to track all real property, equipment, and supplies (collectively, property) acquired or improved in whole or in part with Funds. At a minimum, those procedures must address the following:

- Ensure proper insurance of property
- Document proper use of property
- Working with the Finance Director or designee, record and maintain required data records for equipment
- Conduct periodic inventories of equipment, at least every two years
- Create processes for replacement and disposition of property
- Establish other internal controls to safeguard and properly maintain property

Date

Board Chairman



SUBJECT: CAPITAL ASSET POLICY

EFFECTIVE DATE: August 16, 2022

REVISION DATE:

REVIEW DATE: August 16, 2022; September 5, 2023

POLICY STATEMENT:

1. CAPITAL ASSETS

To define the criteria for determining capital assets for CHA. A capital asset is tangible in nature and has a useful life longer than one (1) year. A capital asset is classified as land, land improvements, buildings, furniture and equipment, vehicles, and motorized equipment. It is CHA's policy that items of insignificant value or value less than \$5,000.00 are normally expensed instead of being considered a capital asset.

Local governments and public authorities are required by NC General Statute 159-26(b) (8) to maintain "a ledger or group of accounts in which to record the details relating to the general fixed assets of the unit or public authority."

- 1.1 Classification of Capital Assets: Capital assets owned by CHA should be recorded in the accounting records. Accounting classifications of capital assets are as follows:
 - 1.1.1 **Land:** A capital asset account that reflects the value of land and the rights to land owned by the governmental unit. It includes all land held in fee simple and all rights to land that has no termination date.
 - 1.1.2 **Buildings and Building Improvements:** A capital asset account that reflects the acquisition value of permanent structures owned by CHA used to house persons and property. Permanently installed fixtures to or within these structures are considered parts of the structures. The costs of major improvements to structures are included in this account.
 - 1.1.3 **Land Improvements:** A capital asset account that reflects the acquisition value of permanent improvements (other than buildings) that add value to the land or improve the use of the land. Examples of such improvements are: fences, retaining walls, draining systems, sidewalks, parking lots and driveways (Note that when used with capital assets, the terms "improvement" and "betterment" have different meanings. "Improvements" are capital assets permanently attached to the land. "Betterments" are additions to or changes in existing depreciable assets intended to increase their efficiency or prolong their useful lives.)
 - 1.1.4 **Equipment, Vehicles and Furniture:** A capital asset account that reflects the value of tangible property not permanently affixed to real

property, used in carrying out the operations of the governmental unit. Examples of equipment are machinery, furniture and vehicles.

- 1.1.5 **Construction in Progress:** A capital asset account that reflects amounts expended on an incomplete building or other capital construction project. When the project is complete, the cumulative costs are transferred to another appropriate capital asset account.
- 1.2 Valuation of Capital Assets: Capital assets should be accounted for at cost or if the cost is not practicably determinable, at estimated historical cost. Donated capital assets should be recorded at their estimated fair market value when received. Valuations considerations by category of capital assets include:
 - 1.2.1 **Land:** If the land is purchased, the valuation includes such costs as purchase price, legal fees, filling and excavation, and other costs directly related to the acquisition of the land and its preparation for use. Rights-of-way and easements are recorded at purchase cost plus legal costs. If land is acquired as a gift (donation), the valuation recorded should be the appraised value at the time of acquisition. Proceeds from the salvaging of any assets removed from the land reduce the land's value.
 - 1.2.2 **Buildings and Building Improvements:** If purchased or constructed, the valuation of buildings includes such costs as the purchase price, acquisition legal fees, and other professional fees (related to design or construction). If acquired as a gift (donation), the valuation recorded should be the appraised value at the time of acquisition.
 - 1.2.3 **Land Improvements:** The basis for valuation is the same as for buildings and building improvements.
 - 1.2.4 **Equipment, Vehicles and Furniture:** The basis for valuation of purchased equipment includes the net contract price, transportation charges, and the cost of installing special devices or other preparations required to ready the asset for its intended use. The basis for valuation of donated equipment is the appraised value at the date acquired.
 - 1.3 Accounting for Capital Assets
 - 1.3.1 Capital assets transactions arrive primarily from acquisitions and disposals of capital assets. These transactions appear first in the expenditure ledger as purchases. It is important that capital assets' records be maintained once they have been established.
 - 1.4 Capital Assets' Inventory
 - 1.4.1 The existence and condition of all capital assets should be verified at least annually by each department. Any discrepancies discovered should be brought to the attention of the Purchasing Agent for correction.

- 1.5 Recording Capital Assets: CHA may acquire capital assets by several methods. Possible acquisition methods include the following: purchase, lease-purchase, installment purchase, construction, eminent domain, tax foreclosures, and gifts donations). Listed below are the categories in which we record assets at CHA
- 1.5.1 **Land:** All land and permanent rights to land (e.g., easements) should be recorded without regard to value.
 - 1.5.2 **Buildings and Building Improvements:** All buildings should be recorded at acquisition cost without regard to significant value. Additions costing \$5,000.00 or more should be recorded as capital assets.
 - 1.5.3 **Land Improvements:** Improvements other than buildings that cost \$5,000.00 or more should be recorded as capital assets (e.g., parking lots, sidewalks, and fences).
 - 1.5.4 **Equipment, Vehicles and Furniture:** Equipment (aggregate and used together as one) costing \$5,000.00 or more should be recorded as capital assets.
 - 1.5.5 **Construction in Progress:** All costs incurred in the construction of buildings or other capital construction projects which have not been completed by the end of the fiscal year should be capitalized.

When CHA decides to increase the dollar value for capitalization, all old assets not meeting the new requirement should be removed from the capital assets records.

1.6 Controlling Capital Assets

- 1.6.1 Each month Capital Assets will be updated by the CFO or designee. Any department with changes in their Capital Assets listing will receive a report which indicates the changes made. For any addition (excluding transferred items which will already be tagged) made to a department, a tag will also be sent that should be attached to the asset.
- 1.6.2 At least annually, a current Capital Asset report will be submitted to each department, listing all assets maintained by the respective department. The report should be reviewed upon receipt. Each Department Head should assign a person to assume responsibility for that department's capital assets. This person should physically identify the capital asset in the appropriate place. This person should also be responsible for informing the Purchasing Agent of any transfers, to another department or to surplus for disposal/auction or if any item is no longer utilized and might be useful in another department.
- 1.6.3 Any time a department wishes to transfer a capital asset to another department, or to surplus, an e-mail must be sent to the Purchasing Agent. The basic information needed for each asset is the original department location, description, serial number, tag number, destination department/surplus and date of transfer.

1.7 Replacement Plan for Capital Assets

- 1.7.1 Department Heads and/or their designee will evaluate the capital assets for

their respective departments, at least annually, to determine if and when the assets will need to be replaced. Replacement items will be requested on the annual budget Capital Outlay Justification form for approval. However, if an asset breaks, becomes hazardous, and/or not useable at any time, the process to “Purchase Capital Outlay Not Included in the Budget”, (Section 25), will be followed.

- 1.7.2 The Facility Manager will monitor agency fleet to determine when replacement is necessary. The 100,000-mile odometer reading is the target for replacement. However, if there is a vehicle that is not repairable, hazardous, or not cost-efficient to repair will be replaced according to the “Purchase Capital Outlay Not Included in the Budget”, (Section 25).

1.8 Disposal of Capital Assets

- 1.8.1 Capital Assets will be disposed of in accordance with NC General Statute 160A- Article 12: Sale and Disposition of Property

2 PURCHASE OF CAPITAL OUTLAY NOT INCLUDED IN BUDGET

To establish budget authorization to make a capital outlay purchase that was not part of the adopted or amended budget. Authorization must be obtained by the CEO and/or CFO before the purchase is authorized.

- 2.1 Submit request to CEO and/or CFO.
2.2 Upon approval, submit a budget revision for approval.
2.3 If approved, follow the purchasing procedures required based on the amount/type of purchase.

Date

Board Chairman

SUBJECT: MOBILE PHONE STIPEND POLICY

EFFECTIVE DATE: July 1, 2009

REVISION DATE: August 11, 2009; July 26, 2010; February 28, 2014; September 29, 2014; December 30, 2017; October 31, 2019; October 28, 2020; September 13, 2021; August 16, 2022

REVIEW DATE: August 11, 2009; July 26, 2010; December 8, 2011; December 31, 2012; February 28, 2014; September 29, 2014; December 30, 2015; December 30, 2016; December 30, 2017; December 30, 2018; October 31, 2019; October 28, 2020; September 13, 2021; August 16, 2022; September 5, 2023

POLICY STATEMENT: The purpose of this policy is to establish guidance for determining eligibility and a process for receiving a mobile phone stipend for employees conducting CHA business on a personal device.

Mobile phone technology is a valuable communication tool and is integral to the operations of CHA. The voice functionality of mobile phones combined with other mobile phone features, such as email, messaging and access to numerous online resources, establishes the mobile phone as a necessary and effective tool for certain employees of CHA.

Due to the possibility of protected health information (PHI) being stored on a personal mobile communications device, employees must review and adhere to the IT Policy IT-113 Mobile Devices for CHA Business Purposes regarding proper usage and security.

APPLICABILITY

All CHA employees required to purchase and carry a mobile phone as part of their job duties are subject to this policy. This policy is effective July 1, 2009 and supersedes all previous mobile phone policies. The CEO and/or designee, and the Chief Finance Officer (CFO) have the authority to make exceptions to this policy for employees (within IRS regulations).

STIPENDS FOR EMPLOYEE-OWNED MOBILE PHONES

CHA will determine positions required to purchase and carry mobile phones to fulfill their current job requirements. Managers must establish the need for a mobile phone and/or Smartphone functionality for each employee. The Information Technology (IT) Department may be consulted by the manager to assist in decision making. All requests for mobile service or benefits must be approved by the agency CEO and/or designee.

- Employees are paid a taxable stipend in each paycheck. Levels of stipends are described below and are dependent on the required level of accessibility/availability:
 - \$20.00 – Part time employees who are expected to answer calls, teams and emails during work hours.
 - \$30.00 – Full time employees who are expected to answer calls, teams and emails during work hours.

- \$40.00 – Full time employees who are expected to answer calls, teams and emails during work hours and within a reasonable time period outside of work hours.
- Employees should **not** use personal cell phones for CHA business and are not expected to answer text messages. Employees are expected to reply to such text messages on a CHA approved method – Teams message, email, or phone call.
- Employees purchase a phone and plan of their choice as long as it meets minimum criteria identified by the supervisor necessary for the specific job of the recipient.
- Employees agree to allow CHA to publish their number internally for business purposes and to accept business calls and/or messages while receiving a stipend.
- Employee and carrier are responsible for technical support of the phone, plan, and functionality.
 - The IT Department may be consulted to help setup the interface to CHA email and other CHA systems and to assist with occasional questions.
- Employee must retain an active mobile phone contract as long as a mobile phone stipend is in place. A copy of the invoice may be requested yearly to verify the plan is active.
- Employee will be responsible for all costs related to the phone including replacement, accessories, insurances, etc.
- If for any reason CHA should terminate an employee's mobile phone stipend, CHA shall not be responsible for any costs or fees associated with ongoing service costs or contract termination fees.
- Stipend rates will be reviewed at least annually by the CFO to determine if stipend amounts are appropriate.
- Stipends can be discontinued or paid at a lower rate if phone calls and emails are not answered during the agreed upon hours as determined by the supervisor.
- Stipends can be prorated based on hours worked. For instance, a full-time employee may receive half the stipend amount if they worked only 40 hours before terminating employment or before going out on FMLA leave.
- If mobile phone stipends are discontinued for budgetary reasons, a 90-day notice of such termination will be given by CHA to stipend recipients.

PROCEDURES TO BE FOLLOWED:

When an employee is required to purchase and carry a mobile phone as part of their position responsibilities, the employee will complete a Mobile Phone Stipend Form (Exhibit I) on the CHA intranet with the required information. As explained, the Form should be forwarded to their supervisor for approval/signature and then to Finance for review and processing. The form must include the mobile phone number assigned to the phone and the name of the carrier supplying the service. The IT Department will be available to help setup Smartphones to interface to the CHA network.

Employees that will have the ability to access their email, calendar, and contacts on their mobile device must be aware, review and adhere to the IT Policy IT-113 Mobile Devices for CHA Business Purposes regarding proper usage and security.

If an employee is out of work for more than 30 days, their phone privileges must be suspended. The employee's stipend would be suspended. Human Resources will notify the parties responsible when these situations arise.

All employees who wish to receive mobile phone privileges from CHA under this policy must agree to abide by all of the provisions of this policy. Any employee found to be out of compliance with the provisions of this policy may have their mobile phone privileges revoked and be subject to other disciplinary measures.

STANDARD CHA OWNED PHONE

CHA may purchase mobile phones in situations where the phone is assigned for functions where more than one employee shares a phone. CHA may purchase mobile phones for employees. Mobile phones will be purchased for certain functions, e.g. mobile units, on-call referrals, etc. where deemed necessary.

- Personal calls are prohibited.
- Emergency personal calls (and/or other charges) will be reviewed and employee may be required to reimburse CHA for additional charges.
- Employees will be held primarily responsible for complying with the Mobile Phone Policy. (Department managers with shared phones will develop their own internal mobile phone review process). Department managers with CHA owned mobile phones will review the mobile phone bills each month before forwarding to Finance for payment. All reconciliations will be noted and reimbursements will be forwarded to Finance with the bill.
- Phone bills are also audited regularly by Financial Services for compliance.

DEFINITIONS

Standard Phone: A mobile phone with the standard features to allow voice calling.

Stipend: A taxable sum of money paid on a regular basis included in an employee's paycheck.

Smartphone: A mobile phone offering advanced capabilities beyond a typical mobile phone, often with PC-like functionality. These advanced capabilities usually include email and Internet functionality and normally require a data package to be purchased with the service provider's plan. At a minimum the Smartphone must be capable of sending and receiving messages through CHA's email server.

Personal Call: A call made by a CHA employee that is personal in nature and not related to CHA business. The term personal call also includes personal text messages or emails.

Emergency Personal Call: An infrequent personal call that is of an urgent nature where using a CHA owned mobile phone is the best option available.

Date

Board Chairman



**CABARRUS
HEALTH
ALLIANCE**

Personnel Policy Manual

Mission Statement

*“Achieving the Highest Level of Individual and
Community Health Through Collaborative Action”*

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INTRODUCTION: UNDERSTANDING THIS PERSONNEL POLICY

This Personnel Policy contains information about the employment policies and practices of the Cabarrus Health Alliance (“CHA”). We expect each employee to read this Personnel Policy carefully as it is a valuable reference for understanding your job. You will be given an opportunity to sit down and carefully review this Personnel Policy.

This Personnel Policy supersedes all previously issued Personnel Policies and inconsistent verbal or written policy statements. Except for the policy of at-will employment, which can only be changed by CHA’s Chief Executive Officer in writing, CHA reserves the right to revise, delete, and add to the provisions of this Personnel Policy. All such revisions, deletions, or additions must be in writing. No oral statements or representations can change the provisions of this Personnel Policy.

Nothing contained in this Personnel Policy shall be construed as constituting a contract or as creating any contractual obligations on the part of CHA or any employee. None of CHA's personnel documents and benefit plans, including this Personnel Policy, constitutes, or is intended to constitute, an express or implied contract guaranteeing continued employment for any employee. No manager/department head has any authority to enter into a contract of employment--express or implied--that changes or alters the at-will employment relationship. Only CHA’s Chief Executive Officer has the authority to enter into an employment agreement that alters the at-will employment relationship and any such agreement must be in writing.

This Personnel Policy is the property of CHA. All rights are reserved. No part of this Personnel Policy may be reproduced in any form or by any electronic or mechanical means, including information storage and retrieval systems, except in connection with employment with CHA.

If you have any questions or concerns about this Employee Handbook or any other policy or procedure, please ask your manager, Human Resources, or the Chief Executive Officer.

Revised: 09-30-2012

Adopted: 11-13-2012

Reviewed: 02-11-2014

Revised: 06-02-2017

Reviewed: 02-13-2018

Reviewed: 10-01-2019

Reviewed: 02-09-2021

Reviewed: 05-18-2022

Reviewed: 08-21-2023

ARTICLE I. ORGANIZATION OF PERSONNEL SYSTEM

Section 1. Purpose

The purpose of this Policy is to establish a personnel system which will recruit, select, develop and maintain an effective and responsible work force for the Public Health Authority of Cabarrus County operating under

the business name of the Cabarrus Health Alliance. This ordinance is established under the authority of Chapter 153A – Article 5 and Chapter 126 of the General Statutes of North Carolina.

Section 2. Coverage

All employees in CHA’s service shall be subject to this Policy, except as provided in this section.

- (a) The following are exempt:
 - 1. Board Members of the Cabarrus Public Health Authority;
 - 2. Chief Executive Officer;
 - 3. Attorney for the Cabarrus Public Health Authority; and
 - 4. Members of advisory and special boards or commissions.
- (b) Temporary employees designated by the Cabarrus County Public Health Authority Board (“Authority Board”). The Authority Board shall be subject to all Articles except Article III, Sections 12-13; Article IV, Sections 10-12; Article VI, Sections 2-11, 23-28 and 30; Article VII, Sections 1-5 and 7; and Article IX, Section 1, 4, and 6.
- (c) Employees with employment agreements may be exempt from certain articles based on the provisions of their contract.

Section 3. Employee Definitions

- (a) Adverse Action. A demotion, suspension, dismissal, reduction in pay or benefits, involuntary transfer or lay-off, or failure to promote.
- (b) Anniversary Date. An employee’s original date of hire in a position. This may be adjusted to an artificial date if there is split service.
- (c) Appointing Authority. Position with the authority to make hiring decisions. (Chief Executive Officer)
- (d) Classification Plan. An approved plan by the Authority Board which assigns positions with similar kinds of duties into job classes for similar treatment in selection, compensation and other employment processes.
- (e) Complaint. Any expression of displeasure with CHA. Examples of complaints are alleged safety or health hazards, unsatisfactory physical facilities, unequitable or abusive treatment by a supervisor or other employee.
- (f) Completed Month. Any month in which an employee works at least one-half the workdays.
- (g) Completed Year. A period of twelve (12) calendar months in which the employee is in active pay status or is receiving Worker’s Compensation payments while on leave without pay.
- (h) Demotion. The reassignment of an employee to an existing position having a lower salary grade than the position from which the reassignment is made.
- (i) Dependent. The legal spouse or child(ren), stepchild(ren) of an employee.
- (j) Effective Date. Normally the date of an employee’s last significant personnel action related to their position – such as hire or promotion date. Determines when an employee is eligible for a performance evaluation and any related salary increase.
- (k) Full-time Employee. An employee, either regular or temporary, who is scheduled to work the number of hours per workweek designated by the Authority Board as full-time.

- (l) Grievance. A claim based upon events or conditions that affect employees in an adverse manner. A grievance typically involves adverse actions of employment such as a reduction in salary, loss of benefits, harassment, retaliation, suspension, and demotion.
- (m) Job Class. A position or group of positions having similar duties and responsibilities requiring similar qualifications, which can properly be designated by one title indicative of the nature of work performed and which carries the same salary range.
- (n) Part-time Employee. An employee, either regular or temporary, who is scheduled to work less than the number of hours per workweek designated by the Authority Board as full-time.
- (o) Pay Plan. A listing by grade of all approved minimum, intermediate and maximum rates of pay authorized by the Authority Board for various job classifications.
- (p) Pay Plan Adjustment. The raising or lowering of the salary grade for one or more classes or positions within the classification plan.
- (q) Position. A group of current duties and responsibilities, assigned by a competent authority, requiring the full or part-time employment of one person. The existence of a position or its identity does not depend upon its being occupied by an employee.
- (r) Probationary Employee. A person appointed to a regular position who has not yet completed the probationary period.
- (s) Probationary Period. The required period of time an employee serves upon entering service before obtaining regular status. In most cases, 90 calendar days.
- (t) Promotion. The reassignment of an employee to an existing vacant position having a higher salary grade than the position from which the reassignment is made.
- (u) Public Health Authority of Cabarrus County Board of Commissioners. The appointed board is responsible for hiring the Chief Executive Officer, approving personnel policy, and budget for operations of the Public Health Authority.
- (v) Reclassification. The reassignment of an existing position from one class to another, based on changes in job content such as duty, difficulty, required skill and responsibility of the work performed.
- (w) Regular Employee. An employee who has satisfactorily completed their probationary period and has been approved for continued employment by their department head and Human Resources.
- (x) Regular Position. A position approved by the Authority Board in which the duties and responsibilities are required on a continuous and annually recurring basis, requiring either the full-time or part-time employment of an individual.
- (y) Salary Range. The minimum, intermediate, and maximum salary for a given job classification.
- (z) Salary Schedule. A schedule of minimum, intermediate, and maximum rates of pay for each class of positions.
- (aa) Temporary Employee. A person appointed to serve in a position for a definite duration or working variable hours (PRN).
- (bb) Transfer. The reassignment of an employee from one position or department to another.

Section 4. Merit Principle

All appointments and promotions hereunder shall be made solely on the basis of merit, and qualifications for the position. All positions requiring the performance of the same duties and the fulfillment of the same responsibilities shall be assigned to the same class and the same salary range. No applicant for employment or employee shall be deprived of employment opportunities or otherwise adversely affected as an employee because of such an individual's age, sex, race, gender, sexual orientation, religion, color, national

origin, physical or mental disability, veteran status, genetic information, or any other status protected by federal, state or local laws.

Section 5. Responsibility of Public Health Authority of Cabarrus County Board of Commissioners

The Authority Board shall establish personnel policies and rules, including the classification and pay plan, and shall appoint the Chief Executive Officer for the Cabarrus Health Alliance.

Section 6. Responsibility of Chief Executive Officer

The Chief Executive Officer shall be responsible to the Authority Board for the administration of the personnel program. The Chief Executive Officer shall appoint, suspend, and remove all CHA employees in accordance with 153A-82 of the General Statutes of the State of North Carolina and Articles IV, VII, and VIII of this Personnel Policy.

The Chief Executive Officer may appoint or contract for assistance in the preparation and maintenance of the classification plan and the pay plan, and performance of such other duties in connection with a personnel program as Chief Executive Officer shall require, such as:

- (a) Apply, interpret, and carry out this Policy, as directed by the Chief Executive Officer;
- (b) Establish and maintain records of all persons in service of CHA, setting forth each officer and employee, class title of position, pay or status history and other relevant employment data;
- (c) Develop and administer such recruiting programs as may be necessary to obtain an adequate supply of competent applicants to meet the needs of CHA;
- (d) Encourage and exercise leadership in the development of effective personnel administration within the various CHA departments, and to make available the facilities of the personnel office to this end;
- (e) Investigate, from time to time, the operation and effect of this Policy and the policies made there under, and report such findings and recommendations to the Chief Executive Officer;
- (f) Make recommendations to the Chief Executive Officer regarding the personnel functions, as well as revisions to the personnel system, as may be appropriate;
- (g) Issue and publish any necessary administrative directives, supplements, interpretations, and necessary prescribed forms and reports for any personnel matters for the proper functioning, maintenance, and documentation of the procedures established by and in accordance with this Policy.

All matters dealing with personnel shall be forwarded to the appointed person, who shall maintain a complete system of personnel files and records.

Adopted: 07-01-1997
Revised: 07-01-2001
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Revised: 10-01-2019
Revised: 02-09-2021
Reviewed: 05-18-2022
Reviewed: 08-21-2023

ARTICLE II. CLASSIFICATION PLAN

Section 1. Adoption of Classification Plan

The Job Classification Schedule, as set forth in Appendix A, is hereby adopted as the position classification plan for the Cabarrus Health Alliance.

Section 2. Allocation of Positions

The Chief Executive Officer shall allocate each position covered by the classification plan to its appropriate class in the plan.

Section 3. Administration of the Position Classification Plan

The Chief Executive Officer or person(s) designated by the Chief Executive Officer shall be responsible for the administration and maintenance of the position classification plan so that it will accurately reflect the duties performed by employees in the classes to which their jobs are allocated. Program Directors shall be responsible for bringing to the attention of the Chief Executive Officer or designee (1) the need for new positions or classifications and (2) material changes in the nature of duties, responsibilities, working conditions, or other factors affecting the classification of any existing positions.

The Chief Executive Officer may establish new positions when funding is available. The Chief Executive Officer shall either (1) allocate the new position to the appropriate class within the existing classification plan or (2) amend the position classification plan to establish a new class to which the new position may be allocated. This is done in conjunction with Human Resources and the Chief Executive Officer.

When the Chief Executive Officer finds that a substantial change has occurred in the nature or level of duties and responsibilities of an existing position, the Chief Executive Officer shall (1) direct that the existing class specification be revised, (2) reallocate the position to the appropriate class within the existing classification plan, and/or (3) amend the position classification plan to establish a new class to which the position may be allocated.

Section 4. Amendment of Position Classification Plan

Classes of positions shall be added to and deleted from the position classification plan based on the recommendation of the Chief Executive Officer and Human Resources.

Adopted: 07-01-1997
Revised: 07-01-2001
Reviewed: 02-11-2014
Reviewed: 02-13-2018
Revised: 10-01-2019
Reviewed: 02-09-2021
Reviewed: 05-18-2022
Reviewed: 08-21-2023

ARTICLE III. THE PAY PLAN

Section 1. Adoption

The job classification schedule, reflecting salary grade and job class titles, as set forth in Appendix A, is hereby adopted as the pay plan for the Cabarrus Health Alliance.

Section 2. Administration of Pay Plan

The Chief Executive Officer shall be responsible for the administration and maintenance of the pay plan. The pay plan is intended to provide appropriate compensation for all positions reflecting the differences in duties and responsibilities, the comparable rates of pay for positions in private and public employment in the area, the financial conditions of CHA, and other factors. To this end, the Chief Executive Officer shall, from time to time, make comparative studies of all factors affecting the level of salary ranges and shall recommend to the Authority Board such changes in salary ranges as appear to be warranted.

The pay plan of the Cabarrus Health Alliance shall be administered in a fair and systematic manner in accordance with work performed. The pay plan shall be externally competitive, shall maintain proper internal relationships among positions, and shall recognize job performance and employee conduct as factors in the consideration of pay increases, if any, within the established salary range.

Section 3. Use of Salary and Job Classification Schedule

The Job Classification Schedule is maintained on the Human Resources page of the intranet, accessible to all staff. The job classification schedule defines the grade in which each position is classified.

Salary Adjustments. Increases may be made to an employee's base salary if justified by an unusual or inequitable situation and approved by the Chief Executive Officer.

Section 4. Salary of a Trainee

An applicant hired or an employee promoted to a position who does not meet all the established requirements of the position may be appointed at a rate in the pay plan below the minimum rate established for that position. The established trainee rate for any given position shall be the hiring rate for the salary grade below the one of that position. An employee at the trainee level shall be evaluated every six months. The supervisor may certify that the trainee is qualified to assume the full responsibilities of the position at the conclusion of any six-month evaluation period. At this point the employee will be paid the entry salary for the position. The employee becomes eligible for salary increases as outlined in Article III Section 13.

No employee shall remain in a trainee status (pay below lowest amount for salary grade assigned to his or her job classification) for more than twelve (12) months.

Section 5. Pay Rates in Promotion, Demotion, Transfer, and Reclassification

- (a) When an employee is promoted or reclassified to a job classification in a higher pay range, then the employee may receive an increase to the salary grade of the new job classification. The rate shall be determined by the Chief Human Resources Officer and is subject to approval by the CEO.
- (b) When an employee is demoted for non-disciplinary reasons or has a job status change which results in a lower salary range being assigned to a job classification or position, the employee's salary may be reduced to any amount in the lower salary range, as long as the reduced salary does not fall below the minimum salary rate of that range.
- (c) When an employee is demoted for disciplinary reasons, which results in a lower pay range being assigned to the employee's job, the employee's pay will be placed in the lower salary range or have their salary reduced by a minimum of 10%, upon the recommendations of the Chief Human Resources Officer with the approval of the Chief Executive Officer.
- (d) When an employee is transferred to a position in the same salary range, then they will normally retain the same pay in the salary range. Adjustments to the salary can be made for special situations, if justified, upon recommendations of the Chief Human Resources Officer with the approval of the Chief Executive Officer.

Section 6. Pay Rates in Pay Plan Adjustments

When the Authority Board approves a change in salary range for a class of positions, the salaries of the employees whose positions are allocated to that class shall be affected as follows:

- (a) When a class of positions is assigned to a higher salary range, employees in those positions shall receive a 5% or an increase to the minimum of the new salary grade, whichever is greater, unless already at or above the mid for that range.
- (b) When a class of positions is assigned to a lower salary range, employees will move to the new salary grade and will retain their current rate of pay, not to exceed the maximum rate of pay of the salary grade. Until general schedule adjustments or range revisions bring it back within the lower range.

Section 7. Pay Rates for Interim Job Assignments

Occasionally a position vacancy or the long-term absence of the person in the position requires the temporary assignment of all or part of such a position's duties to another employee. A temporary stipend would be implemented for an employee accepting such an assignment with the approval of the Chief Human Resources Officer and the Chief Executive Officer.

The exact size of the temporary increase will be based in part upon the size of the department, the significance of duties assumed, and the level of responsibility for persons, property, and operations, and is at the discretion of the Chief Executive Officer.

Increases will not be given for additional duties that are routine or similar to those of an employee's regular job assignment.

Section 8. Overtime

Overtime work shall be administered in accordance with federal and state law as set forth in the Wage and Hour Policy as contained in Appendix B.

Section 9. Call Back Pay

An employee eligible to receive overtime compensation or compensatory time as defined in the Wage and Hour Policy contained in Appendix B shall be guaranteed a minimum of two hours for being called back to work outside of normal working hours.

Section 10. Payroll Deductions

Only payroll deductions specifically mandated or authorized by Federal or State act, authorized by the employee or authorized by the Authority Board, may be deducted from each employee's pay at each pay period.

Section 11. Employee Merit Increase

Regular status employees in classes 9101, 9102, and 9103 are eligible for a salary increase based on performance as documented in the performance evaluation. The amount of the salary increase is related to the score received on the performance evaluation. The performance evaluation period is July 1 – June 30 of each year.

The salary increase is added to the employee's base salary up to the maximum of the pay grade. A lump sum award will be paid to the employee at the maximum pay level for the grade. The amount of the lump sum paid is based on performance as documented on the performance evaluation. All salary increases and the amount are granted on availability of funds and market conditions.

Employees in class 9104 will not participate in the annual performance evaluation. If offered, 9104 employees qualify for a cost-of-living adjustment (COLA), subject to the timeframe defined below. As such, pay rates should be evaluated at least every three years and adjustments made based on market rate, as approved by the Chief Executive Officer. Interns in a 9104 class do not qualify for a COLA.

Employees hired between July 1st and March 30th will participate in the full performance evaluation process and are eligible for a merit increase. Employees hired between April 1st and June 30th should complete their probationary review, but will not be eligible for a merit increase until the following year. Employees who receive a written warning are not eligible for a merit increase for the fiscal year of the warning.

Section 12. Organizational Performance Award

Employees in class 9101, 9102, 9103, and 9104 (the lump sum award for 9104 will be based on hours worked) are eligible for a lump sum award based on achieving the performance goals established by the Authority Board for each fiscal year. Employees with unsatisfactory performance, as documented on the most recent performance appraisal, are not eligible for an award.

Formula for Payment:

- Full-time, Class 9101 employees who have worked 12 months, ending June 30, and are on the payroll when awards are processed shall receive the full award amount.
- Full-time, Class 9101 employees who have worked less than 12 months, ending June 30 and are on the payroll when awards are processed shall receive a prorated amount 1/12th for each month of service.
- Part-time, Class 9102 and 9103 employees as of June 30, and are on the payroll when awards are processed shall receive a prorated amount based on full time equivalency (FTE).
- Part-time, Class 104 employees as of June 30, and are on the payroll when awards are processed shall receive a prorated amount based on hours worked during the fiscal year.

Section 13. Increases for other Achievements

Employees may be considered for an increase upon achieving a degree or certification in an area relevant to their work. Details can be found in the Education Attainment and Compensation policy, as well as department specific policies, see your supervisor or Human Resources if you have questions regarding a course of study or certification.

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Reviewed: 05-18-2022
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ARTICLE IV. RECRUITMENT AND EMPLOYMENT

Section 1. At Will Employment

Employment at CHA may be terminated for any reason, with or without cause or notice, at any time by the employee or CHA. Nothing in this Personnel Policy or in any oral or written statement shall limit the right to terminate employment at will. No manager/department head or employee of CHA shall have any authority to enter into an employment agreement--express or implied--with any employee providing for employment other than at-will.

This policy of at-will employment is the sole and entire agreement between you and CHA as to the duration of employment and the circumstances under which employment may be terminated.

With the exception of employment at will, terms and conditions of employment with CHA may be modified at the sole discretion of CHA with or without cause or notice at any time. No implied contract concerning any employment-related decision or term or condition of employment can be established by any other statement, conduct, policy, or practice.

Section 2. Statement of Equal Employment Opportunity and Non-Discrimination Policy

It is the policy of CHA to maintain a systematic, consistent recruitment program, to promote equal employment opportunity, and to identify and attract the most qualified applicants for all present and future vacancies. This intent is achieved through consistency in announcing all positions and evaluating all applicants on the same criteria.

CHA shall select employees on the basis of applicants' qualifications and without regard age, sex, race, gender or gender identification, sexual orientation, religion, color, national origin, physical or mental disability, veteran status, genetic information, or any other status protected by federal, state or local laws, except where specific age, sex, or physical requirements constitute a bona fide occupational qualification necessary for job performance. CHA is dedicated to the fulfillment of this policy in regard to all aspects of the employment relationship, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay and other compensation, and all other terms, conditions and privileges of employment. It is CHA's intent to maintain a work environment which is free from discrimination because of one's protected class status. CHA will conduct a prompt and thorough investigation of all allegations of discrimination or any violation of this policy and take appropriate corrective action, if and where warranted.

Individuals who believe they have been subjected to discrimination shall be entitled to any and all existing grievance procedures without fear of coercion or reprisal.

Section 3. Implementation and Enforcement of EEO Policy

All personnel responsible for recruitment and employment shall implement this policy through procedures that will assure equal employment opportunity based on reasonable performance-related job requirements. Notices with regard to equal employment matters shall be posted conspicuously on Cabarrus Health Alliance premises in places where notices are customarily posted, including but not limited to CHA intranet. CHA will conduct a prompt and thorough investigation of all allegations of discrimination or any violation of this Equal Employment Opportunity Policy and will take appropriate corrective action, if and where warranted. CHA prohibits retaliation against any employee who provides information about, complains, or assists in the investigation of any complaint of discrimination or violation of CHA's Equal Employment Opportunity and Non-Discrimination Policy.

Section 4. Disability Accommodation

Procedure for Reasonable Accommodation Requests:

- Employee advises Human Resources of the need for accommodation. Employee completes a Request for Accommodation form and gives submits it to Human Resources.
- The accommodation request will be discussed with the employee and the employee's manager(s).
- The employee may be required to provide documentation supporting a disability.
- If a reasonable accommodation is available, the request may be approved and the accommodation implemented.

Section 5. Recruitment Sources

When positions are to be filled within CHA, supervisors shall get approval from their Department Head. The Chief Executive Officer approves all new positions, as well as the number and classification of positions which are to be filled. Human Resources shall publicize these opportunities for employment, including the applicable hiring rates and employment qualifications. Positions will be posted for internal applicants for four business days. CHA employees must work in their current position for a minimum of twelve (12) months before applying for another position, except in cases where an employee's position is being eliminated, internship ending or funding is ending. Temporary employees working at CHA through staffing agencies at the time of an internal posting, may apply through the internal application process. CHA employees will be given priority. Information on job openings and hiring practices shall be provided to recruitment sources, including organizations and news media available to minority applicants. Candidates shall be recruited from a variety of diverse sources in order to foster an inclusive environment that attracts a well-qualified pool of applicants.

Section 6. Applications for Employment

All applications must be filed per CHA Human Resources process.

Section 7. Qualification Standards

- (a) Employees shall meet the minimum employment standards established by the position classification plan and such other requirements as may be established by the Chief Executive Officer with the advice and recommendations of Human Resources.
- (b) Qualifications shall be reviewed periodically to assure that requirements conform to the actual job performance requirements.

Section 8. Employment Tests

All employment tests administered by CHA or by persons or agencies for CHA shall be valid measures of job performance.

Section 9. Selection Process

Human Resources shall make such investigations and conduct such examinations, as deemed appropriate to assess the qualifications required for positions in the service of CHA.

Section 10. Appointments

Before any commitment is made to an applicant, the Chief Human Resources Officer or Chief Executive Officer shall approve proceeding with an offer.

Section 11. Probationary Period of Employment

New hire 9101, 9102, and 9013 employees shall serve a 90-day probation. During this probationary period, employees will become familiar with CHA, job responsibilities and the like. At the same time, CHA will have the opportunity to monitor the quality and value of the employee's performance and make any necessary adjustments in the job description or responsibilities. An employee serving a probationary period following initial appointment may be dismissed at any time during the probationary period for failure in the performance of duties or failure in personal conduct. Prior to the dismissal, depending on the nature and severity of the failure(s), the employee should be considered for counseling and/or training related to the unsatisfactory performance/conduct and, if appropriate, given an opportunity to improve in the deficient area(s). However, CHA reserves the right to dispense with any such counseling or training in lieu of immediate termination if deemed appropriate in the sole discretion of CHA. A regular employee serving a probationary period following a promotion shall be disciplined as provided in Article VII of this policy if unable to perform assigned duties of the new job satisfactorily.

At completion of the probationary period, all supervisors shall indicate in writing to the Chief Executive Officer, or designee:

- (a) that the employee's supervisor has conducted a performance evaluation in which the employee's progress (accomplishments, strengths, and weakness) was discussed;
- (b) whether or not the employee is performing satisfactory work;
- (c) whether or not the probationary period should be extended (not to exceed three additional months); and
- (d) whether or not the employee should be retained in the present position or should be released, transferred, or demoted.

At the end of the initial 90-day probationary period, the probationary period may be extended for up to another 90 days.

Employees in 10-month positions may be hired in a timeframe such that their first 90 days of employment includes the summer months. In these cases, the probationary period is paused for summer break, and resumes when the employee returns to work. There may be rare situations where an employee is not physically working for a period of time during their probationary period. If time away exceeds three (3) weeks, the probationary period may be extended to allow for the appropriate amount of training during the probationary period.

No employee shall remain on probation for more than six (6) months.

Successful completion of the probationary period shall not imply guaranteed or continued employment and under no circumstances shall such completion affect the employee's status as an employee-at-will.

Section 12. Promotion

- (a) Candidates for promotion shall be chosen on the basis of their qualifications, job performance, conduct, education, knowledge, experience and skills required for the available position.

- (b) Qualified internal applicants shall be granted interviews for vacant positions.
- (c) If a current CHA employee is chosen for promotion, the CEO or designee shall make final approval prior to making an offer to the employee.

Section 13. Demotion

Any employee may be demoted, for failure to satisfactorily perform in their current role. Representative causes for demotion because of failure in work performance or failure in personal conduct are listed in Article VII, Section 2. This policy does not in any manner restrict or limit CHA’s options in implementing any disciplinary action it deems appropriate under the circumstances and CHA specifically reserves its rights to discharge an employee when the circumstances so warrant.

Section 14. Transfer & Appointment

CHA may also transfer, by way of appointment, employees from one position to another as required by business necessity subject to the approval of the Chief Executive Officer or Chief Human Resources Officer. Any employee transferred without having requested it may appeal the action in accordance with the grievance procedure outlined in Article VIII.

Section 15. Emergency Appointment

An emergency appointment may be made when an emergency situation exists requiring the services of an employee before it is possible to identify a qualified applicant through the regular selection process. When it is determined by the Chief Executive Officer that an emergency appointment is necessary, all other requirements for appointment will be waived.

An emergency appointment may be made for a period of up to sixty work days (consecutive or nonconsecutive) then must be reviewed by the Chief Executive Officer or Chief Human Resources Officer before continuing.

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Reviewed: 02-11-2014, 02-13-2018, 05-18-2022

ARTICLE V. CONDITIONS OF EMPLOYMENT

Section 1. Workweek

Alliance employees are subject to a Friday through Thursday workweek and to the overtime and/or compensatory time provisions set forth in Appendix B. Employees are expected to work the hours for which they are scheduled and as necessary to maintain services.

Section 2. Hours of Work

Chief Executive Officer or designee reserves the right to alter, adjust or change work schedules and shifts at any time based on business necessity. All employees may be required to work varied hours, overtime,

holidays and/or weekends in order to meet staffing requirements or in the event of a public health emergency. Failure to report as requested may result in disciplinary action up to and including termination from employment.

Section 3. Work Schedules and Attendance

To maintain a safe and productive work environment, the organization expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on the organization. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor as soon as possible in advance of the anticipated tardiness or absence. Employees may be required to provide documentation of any medical or other excuse for being absent more than 3 days, documentation should be retained by Human Resources.

An unscheduled absence is any period for which an employee is absent from their work assignment without their supervisor's prior knowledge and approval. Effective November 11, 2013, Cabarrus Health Alliance eliminated the 12-month threshold for absences and tardiness. This policy will take into account a three-month period of time. This three-month period gives supervisors and Human Resources a sufficient time period in which to identify patterns.

Identified patterns of unscheduled absences or tardiness may lead to disciplinary action up to and including termination. An unscheduled absence is any period of time an employee is absent from their normal work schedule (regardless of the time of day or partial day worked) without supervisor approval.

Section 4. Gifts and Favors

- (a) No official or employee of CHA shall directly or indirectly, intentionally or unintentionally, accept or solicit any personal gift, benefit or item of value, whether in the form of service, loan, item or promise from any person where the employee has influence over any decision involving such person.
- (b) No official or employee shall directly or indirectly accept or solicit any personal gift, favor or thing that may tend to influence that employee in the discharge of duties.
- (c) No official or employee shall grant in the discharge of duties any improper favor, service or item of value.
- (d) No official or employee shall use their association with CHA to advance personal interests or private gain.

Section 5. Political Activity Restricted

No employee shall (1) engage in any political or partisan activity while on duty; (2) use official authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for office; (3) be required as a duty of employment or as a condition of employment, promotion, or tenure in office to contribute funds for political or partisan purposes; (4) coerce or compel contributions for political or partisan purposes by another employee of CHA; or (5) use any supplies or equipment of CHA for political or partisan purposes.

Alliance employees in certain federally aided programs are subject to the Hatch Act as amended in 1975. This federal act, in addition to prohibiting (2), (3), and (4) above, also prohibits candidacy for elective office

in a partisan election. Any violation of this section shall be considered a failure in personal conduct pursuant to Article VII, Section 2 and shall subject each employee to dismissal or other disciplinary action.

Section 6. Outside Employment

The work of CHA will take precedence over other occupational interests of employees. No Alliance employee shall engage in or accept outside employment or render service for a private interest when this behavior is incompatible with the proper discharge of their official duties for CHA, which creates an actual or potential conflict of interest, or which would reasonably impair their independence of judgment or performance of duties (unless otherwise permitted by law and disclosed as required by this policy).

Section 7. Employment of Related Persons

- (a) Employment of Related Persons in the workplace can create conflicts of interest and raise legitimate concerns about actual or perceived favoritism. It is the policy of CHA not to employ related persons when there is a senior-subordinate relationship between them in the chain of command, or if one is in a leadership position which can affect or influence the terms and conditions of the other's employment (hiring, firing, promotions, demotions, award of bonuses, progressive discipline, etc.).
- (b) A related party may not participate in or attempt to influence any CHA decision affecting the terms and conditions of a related party's employment with CHA.
- (c) For purposes of this policy, "Related Person" means any CHA employee who is related by blood, marriage, or law to another CHA employee, or the relationship is of such nature that the relationship is, in CHA's discretion, one of related persons for purposes of this policy. A related person includes, but is not necessarily limited to, a spouse, fiancé, domestic partner, son, daughter, step-child, adopted child, father, mother, legal guardian, brother, sister, first cousin, aunt, uncle, nephew, niece, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, brother-in-law, daughter-in-law, son-in-law, sister-in-law, step-father, step-mother, step-brother, step-sister, half-brother, and half-sister. The term "Related Person" may also include individuals involved in a long-term committed, romantic and/or sexual relationship.
- (d) When a related person relationship is created after the related parties are already employed by CHA, it is the obligation of the related persons to ensure that the related parties' supervisors and Human Resources are promptly made aware of the related party relationship. Each related party situation will be reviewed by CHA on a case-by-case basis to determine whether changes in reporting relationships, transfers, terminations, or other action is appropriate.
- (e) This policy applies to all CHA employees. Any exceptions to this policy must be approved in writing by the CEO.

Section 8. Policy Against Workplace Harassment

CHA has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age, sex, race, gender and gender identity, sexual orientation, religion, color, national origin, physical or mental disability, veteran status, genetic information, or any other status protected by federal, state or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers and clients are strictly prohibited and will not be tolerated. This policy applies to all Alliance sponsored events.

Harassment may include, but is not limited to:

- Offensive or derogatory jokes, comments, slurs, or written or photographic materials;
- Threatening, intimidating, or unwelcome touching of another person
- Sexual objectification, meaning favorably or negatively commenting on attractiveness or desirability.

Sexual Harassment includes:

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitutes sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

While it is not possible to identify each and every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment are provided below: (a) unwelcome requests for sexual favors; (b) lewd or derogatory comments or jokes; (c) comments regarding sexual behavior or the body of another employee; (d) sexual innuendo and other vocal activity such as catcalls or whistles; (e) obscene letters, notes, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature; (f) continuing to express sexual interest after being informed that interest is unwelcome; (g) retaliating against an employee for refusing a sexual advance or reporting an incident of possible sexual harassment to CHA or any government agency; (h) offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and (i) any unwanted physical touching or assaults, or blocking or impeding movements.

Other Workplace Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion towards an individual because of the individual's age, sex, race, gender, sexual orientation, religion, color, national origin, physical or mental disability, veteran status, genetic information, or any other status protected by federal, state or local laws, and that: (1) contributes to or has the effect of creating an intimidating, hostile, or offensive working environment; (2) unreasonably interferes with an individual's work performance; or (3) otherwise adversely affects an individual's employment opportunities.

Again, while it is not possible to list all the circumstances that constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment: (a) the use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating or hostile acts that relate to the above protracted categories; (b) written or graphic material that insults, stereotypes or shows aversion or hostility towards an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail or elsewhere on CHA's premises, or circulated in the workplace; and (c) a display of symbols, slogans or items that are associated with hate or intolerance towards any select group.

WE WILL NOT TOLERATE ANY FORM OF DISCRIMINATION OR HARASSMENT! Any employee who feels that they have witnessed, or been subject to, any form of discrimination or harassment **is required to immediately** report it to a supervisor, Human Resources, or any other member of management, up to and

including the Chief Executive Officer. Any supervisor or manager who becomes aware of possible harassment of any kind must immediately report it to Human Resources or to any member of management.

CHA prohibits retaliation against any employee who provides information about, reports, or assists in the investigation of any claim of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. Discipline for violation of this policy may include, but is not limited to reprimand, suspension, demotion, transfer and discharge. If CHA determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, CHA may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, CHA will follow up as necessary to ensure no retaliation for making a complaint or cooperating with an investigation.

Individuals who believe they have been subjected to harassment shall be entitled to any and all existing grievance procedures without fear of coercion or reprisal. If the employee or witness feels insufficient action is taken, they should make a report to an Authority Board member. Contact information for board members can be found on CHA's website.

Section 9. Telephones

While at work, employees are expected to perform their job duties and responsibilities. Personal calls, both incoming and outgoing must not interfere with employees' duties and responsibilities. Employees should not use Alliance phones for personal, long-distance calls. In the event it is necessary to make a personal long-distance call, employees will be asked to reimburse CHA for the cost of such calls.

Violations of these policies may result in discipline, up to and including termination.

CHA prohibits employees' use of cameras in the workplace (other than cameras that are issued by CHA for business-related uses), including camera phones. Employees may not use any cameras (including camera phones), or take any photographs, videos, or audio of any kind in the workplace, using a device of any kind, without prior written approval of the Chief Executive Officer. While CHA does not wish to unreasonably constrain the use of such devices, the more fundamental responsibilities which prevail are ensuring that such devices are used in an appropriate manner and ensuring the integrity of proprietary information and the privacy of other individuals. Employees should, at all times, exhibit good judgment and professionalism as it relates to the use of personal cell phones, and should not engage in personal phone calls, including text conversations, in the presence of customers.

Employees must adhere to all federal, state or local laws, regulations or ordinances regarding the use of cell phones while driving. Accordingly, employees must not use cell phones if such conduct is prohibited by law, regulation or ordinance.

CHA prohibits employee use of personal cellular phones, either hands on or hands free, or similar devices, for business purposes related in any way to CHA, while driving. Should an employee need to make a business call while driving, the employee should locate a safe, lawfully designated area to park and make the call.

Section 10. Voicemail, Email and Internet Policy

General Provisions

- The Voicemail/E-mail/Internet system, and all data transmitted or received through the system, are the exclusive property of CHA. No individual should have any expectation of privacy in any communication over this system. The system is to be used solely for Alliance-related business, and is not to be used for personal business or pleasure.
- Any individual permitted to have access to CHA's system will be given a Voicemail, E-mail and/or Internet address and/or access code, and will have use of the system, consistent with this policy. CHA reserves the right to monitor, intercept and/or review all data transmitted, received or downloaded over the system. Any individual who is given access to the system is hereby given notice that CHA will exercise this right periodically, without prior notice and without the prior consent of the employee. CHA's interests in monitoring and intercepting data include, but are not limited to: protection of Alliance proprietary and classified data; managing the use of CHA's computer system; preventing the transmission or receipt of inappropriate materials by employees; and/or assisting the employee in the management of electronic data during periods of absence. No individual should interpret the use of password protection as creating a right or expectation of privacy. In order to protect everyone involved, no one can have a right or expectation of privacy with regards to the receipt, transmission or storage of data on CHA Voicemail/E-mail/Internet system.

Any employee who abuses the privilege of access to CHA's Voicemail, E-mail or the Internet system will be subject to corrective action, up to and including termination. If necessary, CHA will advise law enforcement officials of any illegal conduct.

Section 11. Non-Solicitation Policy

Employees may conduct solicitations during the work day as long as it does not interfere with their job duties or the job duties of their co-workers. . Employees are not allowed to solicit an employee who requests not to be solicited.

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Reviewed: 07-01-2001, 02-13-2018, 02-09-2021, 05-18-2022

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ARTICLE VI. LEAVES OF ABSENCE

Section 1. Holidays

The following days are designated as holidays with pay for employees and officers of CHA working in a 9101 class position. Employees working in a 9102 class position receive a pro-rated payment based on the position FTE.

New Year's Day	Veterans Day
Dr. Martin Luther King, Jr. Birthday	Thanksgiving
Good Friday	Day After Thanksgiving
Memorial Day	Christmas (2) Days. When Christmas falls on Friday, Saturday, or Monday, CHA will observe Christmas Eve and Christmas Day. When Christmas falls on Tuesday, Wednesday, or Thursday, CHA will observe the State Christmas schedule.
Juneteenth	
Independence Day	
Labor Day	

When a holiday other than Christmas Day falls on a Saturday or Sunday, CHA shall observe the same day as the State of North Carolina observes for the holiday in question.

If a holiday as designated by this policy falls on a day other than Monday and is designated nationally to be observed on Monday, then the policy is amended to observe that holiday on a Monday.

Employees may request annual leave for religious observances. Annual leave should be denied only when it would create an emergency condition which cannot be prevented in any other manner.

Employees must work or use leave accruals for their full scheduled shift before and after a holiday to be eligible for holiday pay. Part time (9102) employees may use accruals in order to reach their full FTE for the week, work extra hours for the week in order to avoid using accruals to cover the holiday (this is based on department need and supervisor discretion), or take leave without pay.

Section 2. Effect of Work on Holidays or Unscheduled Workdays on Other Types of Paid Leave

Regular holidays or unscheduled work days which occur during an annual, sick or other paid leave period of any employee of CHA shall not be charged as annual, compensatory, or sick.

Section 3. Holiday – When Work Required

Exempt employees who are required to perform work on regularly scheduled holidays may be granted straight time pay at the discretion of the Chief Executive Officer. Non-exempt employees who are required to perform work on regularly scheduled holidays shall be paid in accordance with the Fair Labor and Standards Act or elect another day off.

Section 4. Annual Leave

All regular and probationary employees who work at least 1,000 hours during the calendar year shall receive annual leave in accordance with this policy. Annual leave may be used at the employee's discretion with the approval of the employee's supervisor.

Section 5. Annual Leave – Probationary Employees

Employees serving a probationary period following initial appointment may accumulate annual leave and shall be permitted to take such leave only with the prior approval of the supervisor.

Section 6. Annual Leave – Manner of Accumulation

The anniversary date of employment shall be used for determining earned annual leave. Any employee working the basic work week shall earn annual leave at the following rates:

SCHEDULE A

Years of Aggregate Service	Accrual Rate Per Hour (no accruals earned for hours worked over FTE)	Leave Earned Yearly (accrual total at 40 hours per week)
Less than 5 years	.0385	80 hrs. (10 days)
5 but less than 10 years	.05	104 hrs. (13 days)
10 but less than 15 years	.0577	120 hrs. (15 days)
15 years but less than 20 years	.0654	136 hrs. (17 days)
20 years plus	.0769	159.9 hrs. (20 days)

Schedule A is for all persons hired or rehired on July 1, 1997, or thereafter; and those in full-time Cabarrus County employment immediately prior to that date who voluntarily, as Cabarrus Health Alliance employees, chose to change from Schedule B effective July 1, 1997.

Employees hired since January 2000, who contributed to the Local Government Retirement System or Teachers and State Retirement System at their previous employer, within one year of being hired at CHA, may have their years of service credited from that employer. The credited years of service will be counted toward calculating the employee’s annual leave accrual rate, after the required documentation is provided to Human Resources. This only applies to governmental entities that were the employee’s place of employment immediately prior to their employment with the Cabarrus Health Alliance.

Employees hired since January 2000, who contributed to a Local Government Retirement System or Teachers and State Retirement System in any state or at a federal agency, including the Centers for Disease Control (CDC), may have their years of service credited from that employer. The credited years of service will be counted toward calculating the employee’s annual leave accrual rate, after the required documentation is provided to Human Resources.

SCHEDULE B

Years of Aggregate Service	Accrual Rate Per Hour (no accruals earned for hours worked over FTE)	Leave Earned Yearly (accrual total at 40 hours per week)
Less than 2 years	.0385	80 hrs. (10 days)
2 but less than 5 years	.0462	96 hrs. (12 days)
5 but less than 10 years	.0577	120 hrs. (15 days)
10 but less than 15 years	.0692	143.9 hrs. (18 days)

15 years but less than 20 years	.0808	168 hrs.	(21 days)
20 years plus	.0923	192 hrs.	(24 days)

Schedule B is for all persons employed full-time with Cabarrus County on June 30, 1997, that earned annual leave on this schedule and chose voluntarily, as Cabarrus Health Alliance employees, to remain on this schedule after that date in lieu of receiving paid health and life insurance coverage at retirement.

Anyone earning annual leave under this schedule on July 1, 1997 who is separated from employment and rehired at a later date will earn leave as listed in Schedule A.

Section 7. Annual Leave – Maximum Accumulation

Annual leave may be accumulated without any applicable maximum until December 31st of each calendar year. However, if an employee separates from service, payment for accumulated annual leave shall not exceed 240 hours. At the end of each calendar year on December 31st, any Alliance employee with accrued annual vacation leave in excess of 240 hours shall have this leave converted to sick leave. This converted sick leave shall be used in the same manner as accrued sick leave and may be used for authorized sick leave purposes. And, like regular sick leave, any unused converted sick leave may be counted toward creditable service at retirement up to a maximum of 12 total sick days per year of service.

Employees are cautioned not to retain excess accumulation of annual leave until late in the calendar year. Due to the necessity of keeping all Alliance functions in operation, large numbers of employees cannot be granted annual leave at any one time. If an employee has excess leave accumulation during the latter part of the year and is unable to take such leave because of staffing demands, the employee shall receive no special consideration either in having annual leave scheduled or in receiving any exception to the maximum accumulation.

Section 8. Annual Leave – Approval/Manner of Taking Leave

Annual leave earned by an employee shall be taken only upon prior approval of the immediate supervisor.

Section 9. Annual Leave – Terminal Pay and Repayment of Annual Leave

An employee who is separated shall be paid for annual leave accumulated to the date of separation, not to exceed a maximum of 240 hours.

Section 10. Annual Leave - Payment for Accumulated Annual Leave upon Death

The estate of an employee who dies while employed by CHA shall be entitled to payment for all of the accumulated annual leave credited to the employee’s account, not to exceed a maximum of 240 hours. The date of death shall be used as the date of separation for purposes of determining such payment.

Section 11. Bereavement

Employees shall have 5 days of paid bereavement for the death in the employee's immediate family. Immediate family shall be deemed to include spouse, mother, father, guardian, children, sister, brother, grandparents, grandchildren, plus the various combinations of half, step, in-law, and adoptive relationships that can be derived from those named.

Sick time may be used for non-immediate family members. It is CHA's policy to try to accommodate employees during times of grief. Supervisors are encouraged to be as flexible as possible when working with employees that have experienced a death in their families.

Section 12. Sick Leave

All regular and probationary employees who work at least 1,000 hours during the calendar year shall receive sick leave in accordance with this policy.

Sick leave shall be granted to an employee absent from work for any of the following reasons: sickness, bodily injury, mental health, mental wellbeing, required physical or dental examinations and treatment, or exposure to a contagious disease when continuing work might jeopardize the health of others.

Sick leave may also be used when illness, injury, or a medical appointment (including physical health and mental health) of a member of the employee's immediate family (that lives in the same household as the employee, and/or for whom the employee has legal responsibility) requires the presence of the employee.

Section 13. Sick Leave Manner of Accumulation

Each regular and probationary employee scheduled to work at least 1,000 hours during the calendar year shall be credited sick leave at the rate of .0462 per hour worked up to their FTE, for a total of 96 hours per year for full time (40 hour per week) employees.

Section 14. Sick Leave – Maximum Accumulation

Sick leave will be cumulative for an indefinite period.

Section 15. Sick Leave – Retirement Credit for Accumulated Sick Leave

One (1) month of retirement credit is allowed for each twenty (20) days and part thereof accrued in an employee's sick leave account at the time of retirement to employees who are members of the North Carolina Local Governmental Employees Retirement System.

Section 16. Sick Leave – Credit for Accumulation from Previous Employment

New employees who were previously employed by a governmental entity in North Carolina will receive credit with CHA for all sick leave accumulated at that entity provided that verification of that accumulated sick leave is received from the entity and that the employee was not reimbursed for these days. This only applies to governmental entities that were the employee's place of employment immediately prior to their employment with the Cabarrus Health Alliance.

Section 17. Paid Parental Leave

The purpose of paid parental leave is to enable the employee to care for and bond with a newborn or a newly adopted or newly placed child. This policy will run concurrently with Family and Medical Leave Act (FMLA) leave, as applicable. This policy will be in effect for births, adoptions or placements of foster children occurring on or after January 1, 2021.

The Paid Parental Leave benefit is triggered for eligible employees by the qualifying event of becoming a parent by birth, adoption, foster care or another legal placement of a child. Eligible CHA employees who receive 3 weeks of paid leave to recover from the birth, bond with, and care for their newborn. Paid Parental Leave will be paid at 100 percent of the eligible employee's regular pay.

Eligibility is based on the same guidelines as the Family & Medical Leave Act (FMLA) and runs concurrent with approved FMLA. This means that no accruals need to be used for the first three weeks (or any three weeks if also utilizing employee paid short-term disability benefits) of Parental Leave.

Eligible employees will receive a maximum of three weeks of paid parental leave per birth, adoption or placement of a child/children. The fact that a multiple birth, adoption or placement occurs (e.g., the birth of twins or adoption of siblings) does not increase the 3-week total amount of paid parental leave granted for that event. In addition, in no case will an employee receive more than three weeks of paid parental leave in a rolling 12-month period, regardless of whether more than one birth, adoption or foster care placement event occurs within that 12-month time frame.

Eligible employees must meet the following criteria:

- Have been employed with the company for at least 12 months (the 12 months do not need to be consecutive).
- Have worked at least 1,250 hours during the 12 consecutive months immediately preceding the date the leave would begin.
- Be a full- or part-time (.5 FTE or greater), regular employee (temporary employees and interns are not eligible for this benefit).
- In addition, employees must meet one of the following criteria:
 - Have given birth to a child.
 - Be a spouse or committed partner of a woman who has given birth to a child.
 - Have adopted a child or had a foster child placed in the home (in either case, the child must be age 17 or younger). The adoption of a new spouse's child is excluded from this policy.

Section 18. Family Medical Leave Act

Federal legislation made the Family and Medical Leave Act (FMLA) effective on August 5, 1993, see Appendix E.

In compliance with the FMLA, the Cabarrus Health Alliance provides up to 12 weeks of job-protected leave (unpaid if accrued paid leave is not available) to employees if they have worked for CHA for at least one year and for 1,250 hours over the previous 12 months.

(a) Eligible employees may request FMLA leave for the following events or conditions:

- For the birth of a son or daughter or to care for the child after birth;

- For placement of a son or daughter for adoption or foster care or to care for the child after placement;
- To care for the employee's spouse, son, daughter or parent (but not a parent "in-law") with a serious health condition;
- Because of a serious health condition that makes the employees unable to perform the functions of the job, including pregnancy related complications;
- For a qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member (of any branch of the armed forces) on active duty or has been notified of an impending call or order to active duty.

The twelve (12) month period for determining leave entitlement will be a rolling 12-month period. The 12 months immediately preceding the current leave request will determine the entitlement. Eligible employees are entitled to twelve (12) weeks of unpaid FMLA leave less any leave used for a qualifying FMLA purpose during the preceding twelve (12) months. Employees may not take more than twelve weeks unpaid/paid leave for a qualifying FMLA purpose in any 12-month period, unless the employee has accrued paid leave in excess of that amount and has management approval to use it or leave without pay.

In addition to the leave described above, eligible employees may take up to 26 weeks of unpaid "military caregiver" leave in any single 12-month period. Military caregiver leave is available to the spouse, son, daughter, parent, or next of kin of a covered service member who has a serious injury or illness incurred in the line of duty. This military caregiver leave entitlement is applied on a per-covered service member, pre-injury basis, so that an eligible employee may be entitled to more than one military caregiver leave in a single 12-month period. Any other FMLA leave taken in the same 12-month period must be counted in calculating this 26-week entitlement (for example, 10 weeks of FMLA leave previously taken for a newborn child would mean the employee is entitled to an additional 16 weeks of military caregiver leave in that 12-month period).

- (b) The use of paid leave for a purpose defined in the FMLA will qualify toward the time CHA is required to make available to an employee eligible for leave under the Act. As in any leave situation, Alliance employees will use all available paid leave time before being allowed to use unpaid leave. Employees are entitled to use all accrued available paid leave benefits according to policy, even if it exceeds the 12-week maximum under the FMLA. If the accrued paid leave is not sufficient to cover the leave requested for a FMLA purpose, maximum 12 weeks in any 12-month period, the remaining leave is unpaid leave.
- (c) The employee will be required to provide leave notice and medical certification; the taking of leave may be denied if these requirements are not met:
- The employee should provide 30 days advance notice when leave is "foreseeable." Otherwise, notice should be given as soon as possible.
 - CHA requires medical certification to support a request for FMLA leave because of a serious health condition and may require second or third opinions (at CHA's expense).
 - Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient

information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

- For “military exigency” leave, CHA will require the certification pursuant to FMLA regulations, section 29 C.F.R. 825.309, which will include but not be limited to, a copy of the covered military member’s active-duty orders.
- For “military caregiver” leave, CHA may require the employee to obtain a certification, pursuant to FMLA regulations, section 29 C.F.R. 825.310, from the covered service member’s health care provider. CHA may also require confirmation of the covered family member’s relationship with the service member.
- While on FMLA leave, CHA may require the employee to periodically recertify the ongoing medical need for the leave.
- An employee is required to give advance notice before returning to work and medical certification as to fitness to return to their former position or work schedule.

(d) The Family and Medical Leave Act requires that employers must continue to provide group health insurance benefits to an employee during any periods of leave permitted by the Act on the same basis as if the employee had continued in active employment during the leave. Employees will be required to pay their portion of the group insurance, the same as if they continued to work, to keep the benefit.

- If Family and Medical Leave Act leave is substituted paid leave, the employee’s share of premiums must be paid by the method normally used during any paid leave – by payroll deduction.
- If Family and Medical Leave Act leave is unpaid, the employee’s share of premiums must be made in payments to CHA by the 25th day of the month prior to the month for which coverage is needed.
- In the event an employee elects not to return to work upon completion of Family and Medical Leave of absence, CHA may recover from the employee the cost of any payments it made on behalf of the employee to maintain any employee benefit while the employee was on leave (unless failure to return to work was for reasons beyond the employee’s control or due to the continuation, recurrence, or onset of a serious health condition of the employee or the employee’s family member).

Section 19. Leave Without Pay - Policy

When it is necessary for an employee to be absent from work for an extended period of time, CHA may, in its discretion, grant employees a leave of absence for a limited period of time, under the terms and conditions specified herein. Leaves under this policy will be granted only when supported by a valid reason requiring an extended absence. Valid reasons for using this leave may include, but not be limited to, personal disability after available sick leave and/or annual leave have been exhausted, maternity or paternity related leave, continuation of education, special work that will permit CHA to benefit by the experience gained or the work performed, or for other reasons deemed justified by the Chief Executive Officer. If granted, such leaves will be without pay once applicable paid accrued leave (i.e., sick pay, vacation) has been exhausted. Employees will be required to exhaust all applicable paid accrued leave prior to utilizing unpaid leave under this policy (education leave cannot utilize sick time, etc.).

Requests for a leave of absence must be made in writing to supervisor and Human Resources at least thirty (30) days prior to the leave commencement date or as soon as the need for leave becomes known to the employee. The employee's written request must contain an explanation of the reasons for the leave as well as the anticipated length of absence, including the dates upon which the leave will begin and end.

The factors to be considered in determining whether a request for leave should be granted under this policy include, but are not limited to: (1) the purpose for which the leave is requested; (2) the length of time the employee will be away from work; (3) the effect the leave will have on the ability of CHA to carry out its ordinary functions; (4) previous leaves of absences requested or taken; and (5) the employee's performance history. The employee will be notified in writing whether the request for leave is granted or denied. Leaves of absence under this policy will not be granted for periods greater than 12 weeks. The Chief Executive Officer will grant final approval of the request.

If leave is granted, the employee must comply with the terms and conditions of the leave, including keeping in touch with the supervisor during leave, and giving prompt notice if there is any change in the return date. Not less than two (2) weeks prior to the employee's scheduled return date, the employee shall notify the supervisor and Human Resources in writing concerning their availability to return to work. Failure to follow this policy (e.g., failure to notify the supervisor or to return to work as scheduled) may result in disciplinary action up to and including termination.

An employee must not accept other employment or apply for unemployment benefits while on a leave of absence. Acceptance of other employment while on leave will be treated as a voluntary resignation from employment at CHA.

CHA may suspend or proceed with any counseling, performance review, or disciplinary action, including discharge, that was contemplated prior to any employee's request for or receipt of a leave of absence or that has come to CHA's attention during the leave. If any action is suspended during the leave of absence, CHA reserves the right to proceed with the action upon the employee's return. Requesting or receiving a leave of absence in no way relieves employees of their obligation while on the job to perform their job responsibilities capably and up to CHA's expectations and to observe all CHA's policies, rules, and procedures.

Employees taking leave under this policy may not be entitled to reinstatement to their former position, an equivalent position or any other position with CHA. The opportunity for reinstatement will depend upon the facts and circumstances of each employee's leave and will be determined at CHA's discretion.

Section 20. Leave Without Pay – Retention and Continuation of Benefits

Benefits, such as vacation time, sick time, and holidays, will not accrue during a leave without pay. A regular employee shall retain all unused sick leave while on leave without pay, if leave of absence is not medically related. Sick leave will be used for FMLA and medically related circumstances. Sick leave and vacation leave are both to be exhausted before an employee uses leave without pay while on FMLA. An employee ceases to earn leave credits on the date leave without pay begins. The employee may continue to be eligible for benefits under CHA's group insurance plans, subject to the Family Medical Leave Act and any regulations adopted by the Authority Board and the current insurance carrier.

Section 21. Workers' Compensation Leave

An employee absent from duty because of sickness or disability covered by the North Carolina Workers' Compensation Act may receive workers' compensation benefits and elect to use accumulated annual and sick leave as a supplemental payment for the difference between their regular salary and the payments received under the Workers' Compensation Act. Such an employee may have credited back to the leave used or the hourly equivalent, as the checks are received from workers' compensation. Upon reinstatement, an employee's salary will be computed on the basis of the last salary earned plus any increment or other salary increase to which the employee would have been entitled during the disability covered by workers' compensation.

Employees on workers' compensation leave who elect not to use accumulated sick and annual leave as a supplemental payment shall retain and continue to earn all leave credits during the period of disability. In addition, CHA shall continue its contribution to the employee's health insurance. Temporary employees on workers' compensation leave will be placed in a leave without pay status and will receive all benefits for which they may be adjudged eligible under the Workers' Compensation Act.

Section 22. Military Leave

CHA complies with applicable federal and state law regarding military leave and reemployment rights. Unpaid military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") and all amendments thereto and all applicable state law. According to CHA's policy, employees who are members of the uniformed services will be allowed 10 workdays per year military training leave with pay. If during this period of paid military leave, the compensation received while on military leave is less than the salary that would have been earned during the same period as an Alliance employee, the employee shall receive partial compensation equal to the difference in the base salary earned as a reservist or guardsman and the salary that would have been earned during this same period as an Alliance employee. The effect will be to maintain the employee's salary at the normal level during this period.

If such military duty is required beyond this 10-workday period, the employee shall be eligible to take accumulated annual leave or unpaid leave. Reservists called to active duty, with no training period preceding the active duty, shall be allowed to charge up to 10 days per year of active duty as military training and receive pay for these days. While taking military leave with partial pay or without pay, the employee's leave credits and other non-monetary benefits shall continue to accrue as if the employee physically remained with CHA during this period. Regular employees who are guardsmen and reservists have all job rights specified in the Veterans Readjustment Assistance Act.

Appropriate documentation is required to be turned in to Human Resources prior to the necessary leave unless military necessity makes this impossible. Anyone who completes a military leave of absence will be reinstated to the employee's previous or similar job in accordance with state and federal law. You must notify your manager of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits and reinstatement upon return from military leave, please contact Human Resources.

Section 23. Civil Leave

A regular Alliance employee called for jury duty or as a court witness for the Federal or State governments or a subdivision thereof shall receive leave with pay for such duty during the required absence without charge to accumulated annual or sick leave.

An employee may keep fees and travel allowances received for jury or witness duty in addition to regular compensation, except the employee must turn over to CHA any witness fees or travel allowances awarded by the court for court appearances in connection with official duties. While on civil leave, benefits and leave shall accrue as though on regular duty.

Section 24. Educational Leave

An educational leave of absence, with or without pay, may be granted to an employee who has been with Cabarrus Health Alliance for at least six months, which will better equip the employee to perform job related duties. The employee must be in good performance standing with no performance improvement plans in place at the time of the request. Each request must be approved by the department head and the Chief Executive Officer. Leave will be granted to only attend institutions accredited by the Southern Association of Colleges and Schools or the equivalent. An employee granted educational leave with pay shall agree in writing to return to their regular work schedule with the Cabarrus Health Alliance upon completion of training and to remain in the employ of the Cabarrus Health Alliance for a period of twice the educational leave received, or to reimburse the Cabarrus Health Alliance for all compensation received while on educational leave and tuition costs reimbursed to the employee for the course.

An employee on educational leave with full pay shall continue to earn leave credits and any other benefits to which Cabarrus Health Alliance employees are entitled. An employee on educational leave with partial pay shall earn proportional leave credits and benefits.

25. Reimbursement for Tuition

An employee may receive reimbursement for approved courses of study (including those taken outside of working hours) which will better equip the employee to perform assigned duties, subject to the approval of the Chief Executive Officer. The Cabarrus Health Alliance shall reimburse the employee for tuition costs (up to approved amount per semester, for up to three semesters per year), provided the employee submits a receipt of tuition expenses and a notice of successful completion (passing grade or better) of the course from an institution accredited by the Southern Association of Colleges and Schools or the equivalent. Requests for reimbursements should be approved by Human Resources prior to enrollment in the course. Employees may submit up to three requests for reimbursement per year for three separate semesters. Employees must have been employed with CHA for at least six months to qualify for tuition reimbursement.

The Education Leave and Reimbursement for Tuition forms are located on the CHA Intranet.

Section 26. Adverse Weather Conditions

The public's need for the availability of CHA's services dictates that offices should attempt to remain open during all normally scheduled hours. While severe weather may impact the ability to fully staff each function; every function should attempt to provide at least a base level of response.

To avoid inconvenience to the public, Alliance employees should attempt to report for their normal job at scheduled times. It is realized that severe weather conditions may restrict some employees from reporting on time or at all.

Adverse weather affects everyone's personal situation differently, so each employee must evaluate the severity of the circumstances and use their best judgment. Alliance employees are not expected to put themselves or their property unnecessarily at risk. Available compensatory time and/or appropriate leave will be taken in order to leave work early, to delay arrival at work or in the case where an employee does not report to the job because of inclement weather.

Section 27. Volunteer Service Leave

All Alliance employees who are members of emergency volunteer service organizations shall receive leave with pay for such required absence under emergency circumstances without charge to accumulated leave, with approval of the Chief Executive Officer.

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ARTICLE VII. SEPARATION, DISCIPLINARY ACTION AND REINSTATEMENT

Section 1. Separation from Employment

Separation occurs when an employee leaves the payroll for reasons indicated below. Employees who have acquired regular employment status will not be subject to involuntary separation or suspension except for cause or reduction-in-force.

- (a) Resignation or Retirement. An employee may terminate services with CHA by submitting a written resignation or request for retirement to the supervisor. It is expected that an employee will give at least two weeks (four weeks for supervisors) notice prior to their last day of work. CHA reserves the right to accept employee resignations immediately without requiring any further service, and pay you up to two weeks of straight time compensation in lieu of any further performance of job duties.
- (b) Dismissal. Dismissal is involuntary separation for cause and shall be made in accordance with this policy.
- (c) Reduction-in-Force. For reasons of curtailment of work, reorganization, or lack of funds, the appointing authority may separate employees. Retention of employees in classes affected shall be based on systematic consideration of type of appointment, length of service and relative performance. No regular employee shall be separated while there are emergency, intermittent, temporary, probationary, or trainee employees in their first six months of the trainee progression serving in the same or related class, unless the regular employee is not willing to transfer to the position held by the non-regular employee, or the regular employee does not have the knowledge and skills required to perform the work of the alternate position within a reasonable period of orientation and training given any new employee.

If the agency has position vacancies at the time of the Reduction in Force, employees impacted may apply for these positions through the internal application process and will be interviewed in a competitive manner. Employees may not be transferred into the vacancy. Successful candidates will

be selected based on qualifications such as skill set, education, and experience in order to provide the best fit for the position.

- (d) Voluntary Resignation Without Notice. An employee voluntarily terminates employment by failing to report to work without giving written or verbal notice of an acceptable reason for their absence to the employing department. Such a failure shall be deemed to be a voluntary resignation from employment without notice when the employee is absent without approved leave for a period of at least three (3) consecutive, scheduled workdays. Termination pursuant to this policy should not occur until the employing department has undertaken reasonable efforts to establish that the employee was able to give, or have someone else give notice during the period of days in question. This provision also applies when the employee is absent for at least three (3) consecutive, scheduled workdays, has been instructed verbally or in writing of a specific manner of reporting by management, and does not report to the appropriate supervisory personnel on a regular basis satisfactory to the employing agency.
- (e) Such terminations as described above are voluntary resignations from employment and create no right of grievance or appeal pursuant to Article VIII of this policy.
- (f) Separation Due to Unavailability When Leave is exhausted. An employee may be separated on the basis of unavailability when the employee becomes or remains unavailable for work after all applicable leave has been exhausted and department management does not grant a leave without pay for reasons deemed sufficient by the department and Human Resources. Such reasons include, but are not limited to, lack of suitable temporary assistance, criticality of the position, budgetary constraints, etc. Such a separation is an involuntary separation, not a disciplinary dismissal and may be grieved or appealed.
- (g) Disability. An employee may be separated for disability when the employee is unable to perform the essential functions of the job because of physical or mental disability and no reasonable accommodation is available. Action may be initiated by the employee or CHA and should be supported by medical evidence certified by a licensed physician. CHA may require an examination at its expense and performed by a physician of its choice. Before an employee is separated for disability, a reasonable effort shall be made to accommodate the employee including alternate positions within CHA's service for which the employee may be suited.
- (h) Death. The date of death shall be recorded as the employment separation date for the deceased employee. All compensation due in accordance with this ordinance will be paid to the estate of the deceased employee. This includes earned but unpaid salary and payment for accumulated annual leave up to the designated maximum.

Section 2. Disciplinary Actions

While it is expected that all employees strive to achieve the highest level of success in their jobs, it is the responsibility of each employee to maintain at least an acceptable level of job performance and conduct.

When employee performance and/or conduct falls below the acceptable standard, supervisors, using counseling and coaching techniques, should identify deficiencies at the time they are observed. Disciplinary action may occur when the unacceptable performance/conduct is at a level of severity or frequency to be deemed inappropriate to the best interest of CHA. CHA does have a formal progressive discipline; however, each case is considered on its own facts and it may be determined that an employee's actions are egregious and warrants immediate dismissal.

The following categories provide **guidance** on how the wide range of unacceptable behaviors should be addressed. Behaviors listed are representative of those considered to be adequate cause for **official**

reprimand, disciplinary suspension with or without pay, reassignment, demotion, or dismissal but should not be considered all inclusive.

While the disciplinary procedures outlined are to be followed whenever possible, they are not to be construed as a limitation on CHA's right to take any form of disciplinary action, including dismissal, when deemed appropriate, and CHA expressly reserves the right to immediately dismiss employees with or without cause or notice, subject to the grievance procedures set forth herein.

Representative Behaviors:

- (a) Excessive absenteeism and/or tardiness.
- (b) Safety violations.
- (c) No call no show.
- (d) Inadvertent or knowing violation of any Cabarrus Health Alliance privacy policy or requirement of the HIPAA privacy rule.
- (e) Failure to demonstrate a reasonable competence on the job or to perform work in a satisfactory manner following normal job orientations and training.
- (f) Insubordination.
- (g) Careless, negligent or intentional improper use of Alliance property or equipment.
- (h) Failure of a supervisory employee to take the necessary or appropriate steps to properly supervise or discipline a subordinate employee when such actions are required.
- (i) Misappropriation of Alliance funds or property.
- (j) Willful violation of known and/or written work rules.
- (k) Failure to maintain current valid credentials required in the performance of job duties, including driver's license.
- (l) Reporting to work under the influence of intoxicants, nonprescription or illegal drugs, or partaking of such while on duty or on public property, or the possession, distribution, sale or transfer of intoxicants, nonprescription or illegal drugs on CHA property except that prescribed medication may be taken within the limits set by a physician so long as medically necessary.
- (m) Fighting, communicating threats or engaging in acts of workplace violence.
- (n) Possession of firearms or any other lethal weapon in any Alliance facility or at any official Alliance activity.
- (o) Unlawful harassment, discrimination or retaliation.

Progressive Disciplinary Process:

It is expected that supervisors are communicating with employees and that employees are aware of any deficiencies in performance. Conversations should be documented and in most cases the employee should have had at least one conversation with their supervisor and given time to correct the deficiency prior to the first written warning. Human Resources should be consulted before any formal disciplinary action is taken.

1. Verbal Warning (must be documented through HR)
2. Written warning - Any additional unacceptable behavior may subject the employee to disciplinary action up to and including termination of employment.

3. Probation – If unacceptable behavior continues after the two warnings, the employee may be placed on probation and/or terminated without any further notice.
4. Termination - With the appropriate documentation.

Section 3. Disciplinary Suspension

A regular employee who is suspended for disciplinary reasons shall be relieved temporarily of all duties and responsibilities and may receive no compensation, including pay for accumulated annual leave, for the period of suspension. Such disciplinary suspension shall be for no less than one full work week but no more than two full work weeks. All suspensions must be reviewed by the Chief Human Resources Officer prior to the start of the suspension and approved by the Chief Executive Officer. Human Resources must furnish the employee a written statement setting forth the reasons for the suspension and the employee's appeal rights; one copy shall be given to the employee, and one copy shall be placed in the employee's personnel file. Such a suspension may occur without notice in order to avoid undue disruption of work, to protect the safety of persons or property, or for other serious reasons.

Section 4. Non-Disciplinary Suspension for Investigatory Purposes

A non-disciplinary suspension may be used to provide time to investigate, establish facts and reach a decision concerning a regular employee's status in those cases where it is determined the employee should not continue to work pending a decision. Also, management may elect to use investigatory suspension in order to avoid undue disruption of work or to protect the safety of persons or property.

An investigatory suspension should not exceed 10 business days. An investigatory suspension is be with pay.

Revised: 01-19-1999, 04-13-2010, 02-11-2014, 02-09-2021, 08-21-2023

Reviewed: 07-01-2001, 02-13-2018, 10-01-2019, 05-18-2022

ARTICLE VIII. COMPLAINTS AND GREIVANCES

Section 1. Complaints and Grievances Policy

In order to maintain a harmonious and cooperative working environment it is the policy of CHA to provide for settlement of problems and differences through an orderly complaints and grievances procedure. Every regular employee shall have the right to present complaints and grievances in accordance with the established policy free from interference, coercion, restraint, discrimination, or reprisal.

It is the responsibility of supervisors at all levels to take appropriate action promptly, equitably and consistently in all complaints and grievances.

In adopting this policy, CHA sets forth the following objectives:

- Assure employees can get their problems or complaints considered equitably and without fear of reprisal.
- Encourage the employee to express how the conditions of work affect them as employees.
- Provide employees with assurance that actions are taken in accordance with policies.
- Provide a check on how policies are carried out by supervisors.

Section 2. Complaints Procedure

Refer to definitions for complaint and grievance in Article I. Section 3. Definitions. If an employee has any question as to which step of the procedure they should initiate their grievance or complaint, they should contact Human Resources for direction.

Step One – Employees with a complaint shall present the matter in writing to their immediate supervisor within fifteen (15) calendar days of its occurrence or within fifteen (15) calendar days of the time the employee learns of its occurrence, with the objective of resolving the matter informally. Supervisors are encouraged to consult with any employee or officer deemed necessary to reach a correct, impartial, and equitable determination and shall give the employee an answer as soon as possible but within ten (10) calendar days.

Step Two – If the decision is not satisfactory to the employee in Step 1, or if they fail to receive an answer within the designated period provided in Step 1, the employee may then speak to the department head. The department head will have 5 calendar days render a decision and respond to the employee and supervisor.

Step Three – If the decision is not satisfactory to an employee in Step 2 the employee should then contact Human Resources for help resolving the complaint. The appeal must be made in writing within ten (10) calendar days following the decision reached in Step 2.

Section 3. Grievance Procedure

Any employee who has reason to believe that they have been subjected to adverse actions of employment such as a reduction in salary, loss of benefits, harassment, retaliation, suspension, or demotion shall have the right to appeal directly to Human Resources within 10 business days of the alleged adverse action.

Human resources will acknowledge receipt of the grievance within 2 business days. Human Resources will investigate and render a decision in 30 business days. If Human Resources does not reach a decision that is satisfactory to the employee, the Chief Executive Officer shall hear the grievance appeal and render a decision in writing within ten (10) calendar days. The Chief Executive Officer's decision shall be final regarding the grievance.

Section 4. Protection of Complaints, Employees, Witnesses, and Representatives from Interference, Harassment, Intimidation and Reprisal.

All employees shall be free from any and all restraint, interference, coercion, or retaliation on the part of any CHA employee or employee representative when making any complaint or grievance, or acting as a witness to any actions surrounding the complaint or grievance process. The above principles apply with equal force after a complaint or grievance has been resolved. Any violation of this policy will result in immediate disciplinary action up to and including termination of employment

Adopted: 07-01-1997

Revised: 02-09-2021

Reviewed: 07-01-2001, 02-11-2014, 02-13-2018, 10-01-2019, 05-18-2022, 08-21-2023

ARTICLE IX. EMPLOYEE BENEFITS

Section 1. Retirement Benefits

All employees scheduled to work 1,000 or more hours of service per year will participate in the NC Local Governmental Employees' Retirement System. Employee contributions to the NCLGERS will begin immediately, per NCLGRS requirements. The employer elected Death Benefit through the Retirement System provides a single lump-sum payment for your beneficiary if you die while still in active service after one year as a contributing member.

Section 2. Social Security Benefits

CHA complies with the provisions of the Social Security Act.

Section 3. Unemployment Insurance

In accordance with North Carolina General Statutes, local governments are covered by unemployment insurance. Alliance employees who are laid off or released from CHA service may apply for unemployment compensation through the Division of Employment Security (DES), who will determine the employee's eligibility for this benefit.

Section 4. Insurance Benefits

CHA offers basic group health and life insurance benefits for:

- (a) Current full-time employees (9101) – with coverage beginning the first day of the month after thirty (30) days of employment.

- (b) Current part-time (9102) employees working an average of 30 or more hours per week – with coverage beginning the first day of the month after thirty (30) days of employment.
- (c) Current part time (9102) employees working an average of less than 30 hours, but equal to or greater than 20 hours, per week are covered by the group life insurance benefit, but not eligible for group health insurance or flexible spending.
- (d) Dependent coverage can be purchased for group health insurance for eligible dependents. Eligible dependents include child(ren) and spouse.
- (e) A spouse (opposite sex or same sex) can be covered as long as the employee can provide proof that the couple was married in a jurisdiction with legal authority to authorize the marriage.
- (f) Children covered under an employee’s health insurance can include natural children, legally adopted children, and step children under the age of 26 without regard to financial dependence, residency with the employee, student status, or employment.

Optional dental and life insurance programs, in addition to other cafeteria options are available through payroll deduction for full-time and part-time (9102) employees working 20 or more hours per week.

Section 5. Benefit Termination

When an employee leaves employment, all benefits terminate on the last day of the month of separation. Employees are responsible for their portion of the full premium for the month of separation, regardless of the date of separation. Some benefits qualify for COBRA coverage. A third-party administrator manages COBRA coverage on behalf of CHA and will contact the employee directly to offer COBRA coverage on applicable benefits.

Section 6. Workers’ Compensation

CHA abides by all federal, state, and local Workers’ Compensation regulations. Workers’ Compensation goes into effect immediately from the first day of employment.

Section 7. Supplemental Retirement Income Plan of North Carolina 401(K)

Supplemental Retirement Income Plan of North Carolina is optional for all regular employees participating in the North Carolina Local Governmental Employee’s Retirement System. Effective August of 2018, CHA will match employee 401(k) contributions up to 2%.

Section 8. Retiree

CHA will provide paid health and life insurance coverage to eligible employees as outlined in Appendix D. – Retirement Benefit Administration.

Adopted: 07-01-1997

Revised: 07-01-2001, 06-13-2006, 08-26-2013, 02-11-2014, 05-12-2015, 01-12-2016, 11-14-2017, 02-09-2021, 05-18-2022

Reviewed: 02-13-2018, 10-01-2019, 08-21-2023

ARTICLE X. PERSONNEL RECORDS AND REPORTS

Section 1. Personnel Records Maintenance

Such personnel records as are necessary for the proper administration of the personnel system will be maintained by CHA. CHA shall maintain in personnel records only information that is relevant to accomplishing personnel administration purposes.

The following information on each Alliance employee shall be maintained.

- (a) name;
- (b) age;
- (c) date of original employment or appointment to Alliance service;
- (d) terms of any contract by which the employee is employed whether written or oral, past and current
- (e) current position;
- (f) title;
- (g) current salary;
- (h) date and amount of most recent change in salary;
- (i) date of most recent promotion, demotion, transfer, suspension, separation, or other change in position classification;
- (j) date and general description of the reasons for each promotion;
- (k) date and type of each dismissal, suspension, or demotion for disciplinary reasons, and if the disciplinary action was a dismissal, a copy of the written notice of the final decision of the county setting forth the specific acts or omissions that are the basis of the dismissal;
- (l) office to which the employee is currently assigned

Section 2. Access to Personnel Records

As required by G.S. 153A-98, any person may have access to the information listed in Section 1 of this Article for the purpose of inspection, examination, and copying during the regular business hours, subject only to such rules and regulations for the safekeeping of public records as the Authority may adopt. Access to such information shall be governed by the following provisions:

- (a) Upon request, records of disclosure shall be made available to the employee to whom it pertains.
- (b) An individual examining a personnel record may copy the information, and available photocopying facilities may be provided, and the cost may be assessed to the individual. In cases where it deemed appropriate, copies may be made by the HR department and mailed to the requesting individual.
- (c) Any person denied access to any record shall have a right to compel compliance with these provisions by application to a court for a writ of mandamus or appropriate relief.

Section 3. Confidential Information

All information contained in an Alliance employee's personnel file, other than the information listed in Section 1 of this Article, will be maintained as confidential in accordance with the requirement of G.S. 153A-98 and shall be open to public inspection only in the following instances:

- (a) The employee or their duly authorized agent may examine all portions of their personnel file except (1) letters of reference solicited prior to employment and (2) information concerning a medical disability, mental or physical, that a prudent physician would not divulge to a patient.
- (b) A licensed physician designated in writing by the employee may examine the employee's medical record.
- (c) CHA Human Resources and Attorney may examine all portions of an employee's personnel file.
- (d) By order of a court of competent jurisdiction, any person may examine all material in the employee's personnel file.
- (d) An official of an agency of the State or Federal government or any political subdivision of the State may inspect any portion of a personnel file when such information is deemed by the Chief Executive Officer to be necessary and essential to the pursuance of a proper function of the inspecting agency, but no information shall be divulged for the purpose of assisting in a criminal prosecution of the employee or for the purpose of assisting in an investigation of the employee's tax liability.
- (e) An employee may sign a written release, to be placed with their personnel file, which permits the person with custody of the file to provide, either in person, by telephone or by mail, information specified in the release to prospective employers, educational institutions, or other persons specified in the release.
- (f) Information regarding the employment or non-employment, promotion, demotion, suspension or other disciplinary action, reinstatement, transfer, or termination of an Alliance employee and the reasons for that personnel action may be released by the Public Health Director or Board of Public Health if the release of such information is essential to maintaining public confidence in the administration of CHA's services.
- (g) Each individual requesting access to confidential information will be required to submit satisfactory proof of identify.

Section 4. Records of Former Employees

The provisions for access to records apply to former employees as they apply to present employees.

Section 5. Remedies of Employees Objecting to Material in File

An employee who objects to material in his or her file may place in their file a statement relating to the material he considers to be inaccurate or misleading. The employee may seek the removal of such material in accordance with established grievance procedures.

Section 6. Penalty for Permitting Access to Confidential File by Unauthorized Person

G.S. 153A-98 provides that any public official or employee who knowingly and willfully permits any person to have access to any confidential information contained in an employee personnel file, except as expressly authorized by the designated custodian, is guilty of a misdemeanor and upon conviction shall be fined in an amount not to exceed five hundred dollars (\$500.00).

Section 7. Penalty for Examining and/or Copying Confidential Material without Authorization

G.S. 153A-98 provides that any person not specifically authorized to have access to a personnel file designated as confidential, who shall knowingly and willfully examine in its official filing place, and remove

or copy any portion of a confidential personnel file shall be guilty of a misdemeanor and upon conviction, shall be fined in the discretion of the court but not in excess of five hundred dollars (\$500.00).

Section 8. Destruction of Records Regulated

No public official may destroy, sell, loan, or otherwise dispose of any public record, except in accordance with G.S. 121-5, without the consent of the State Department of Cultural Resources. Whoever unlawfully removes a public record from the office where it is usually kept, or whoever alters, defaces, mutilates, or destroys it will be guilty of a misdemeanor and, upon conviction will be fined not less than ten dollars (\$10.00) nor more than five hundred dollars (\$500.00) as provided in G.S. 132-3.

Adopted: 07-01-1997
Reviewed: 07-01-2001
Reviewed: 02-11-2014
Reviewed: 11-14-2017
Reviewed: 02-13-2018
Reviewed: 10-01-2019
Reviewed: 02-09-2021
Revised: 05-18-2022
Reviewed: 08-21-2023

Article XI. IMPLEMENTATION OF POLICY

Section 1. Conflicting Policies

All policies, ordinances, or resolutions that conflict with the provisions of this policy are hereby repealed.

Section 2. Separability

If any provision of this policy or any rule, regulation or order there under of the application of such provision to any person or circumstances is held invalid, the remainder of this policy and the application of such remaining provisions of this policy of such rules, regulations, or orders to persons or circumstances other than those held invalid will not be affected thereby.

Section 3. Violations of Policy Provisions

An employee violating any of the provisions of this policy shall be subject to suspension and/or dismissal, in addition to any civil or criminal penalty, which may be imposed for the violation of the same.

Section 4. Effective Date

This Policy shall become effective as of July 1, 1997. This policy was revised and adopted by the Authority Board on November 13, 2012. This Policy was again revised and adopted by the Authority Board on February 9, 2021.

Adopted: 07-01-1997
Reviewed: 07-01-2001

Reviewed: 02-11-2014
Reviewed: 02-13-2018
Reviewed: 10-01-2019
Reviewed: 02-09-2021
Reviewed: 05-18-2022
Reviewed: 08-21-2023

ARTICLE XII. APPENDICES

APPENDIX A

JOB CLASSIFICATION SCHEDULE

See CHA Intranet for latest version of the Job Classification Schedule.

APPENDIX B

WAGE AND HOUR POLICY

The following Wage and Hour Policy has been developed in an effort to comply with the provisions of the Federal Fair Labor Standards Act (FLSA). The FLSA contains requirements for minimum wages, overtime pay and record keeping in addition to restrictions on child labor. The provisions of the Act apply to all Cabarrus Health Alliance employees, except those employees excluded from the FLSA definition of the term “employee,” and those employees who qualify for exemptions based on the FLSA requirements. Even though the majority of the policy has been developed to insure compliance with the FLSA, other major wage and hour issues over which the Act has no jurisdiction are also addressed.

Section 1. Exemptions

Any bona fide executive, administrative, professional, or elected official, as these terms are defined in the regulations by the Secretary of Labor, is exempt from both the minimum wage and overtime pay requirements of the FLSA under section 13 (a)(1). To qualify for the exemption, an employee must meet all of the pertinent tests relating to duties, responsibilities and salary as given in sections 541.1 – 541.3 of the FLSA.

Section 2. Hours Worked

Hours worked include any time an employee is required to be on duty, on an employer’s premises, at a designated work place for the employer and all times where the employee is suffered or permitted to work for the employer. Hours worked also include any work done on or away from the working premise, if the employer has reason to believe or knows that work is being done. Furthermore, no employer may unjustly benefit from work performed without their knowledge.

HOLIDAYS, ANNUAL LEAVE AND SICK LEAVE

Holidays, annual leave and sick leave are not counted as hours worked for the purpose of computing overtime, even though they are paid hours.

TRAINING TIME

Required attendance at training sessions, workshops, and other meetings, whether before, during or after the employee’s regular work period, is work time. Voluntary attendance at training sessions, workshops, and other meetings is not work time.

Training time is voluntary if the following conditions are met:

- (a) attendance is outside the employee’s regular working hours,
- (b) attendance is in fact voluntary,
- (c) the course, lecture or event is not directly related to the employee’s job, and
- (d) the employee does not perform any productive work during such attendance.

GRIEVANCE TIME

The time an employee spends during their regular work period adjusting a grievance under CHA's Grievance Procedure, Discriminatory and Adverse Action Appeal Policy is work time. Time spent outside the employee's regular work period is work time if the employee's attendance is required by the agency or local unit.

ON CALL

The time an employee spends "waiting to be engaged," where an employee is free to their own pursuits with the understanding that word will be left where they can be reached, is not considered to be hours worked. When an employee is called out on a job assignment, only the time actually spent on the assignment is counted as hours worked.

In cases where calls are so frequent or the waiting conditions so restrictive that the employee is not really free to use the intervening periods effectively for their own purposes, then the employee is considered to be "engaged to wait" and the hours spent as such are counted as hours worked.

An employee who is on call and required to remain at home and who is also uninterrupted for long periods of time will determine with their employer a reasonable number of hours worked. The number determined should reflect both the time spent in answering calls and the restriction on the employee's freedom to engage in personal activities resulting from the calls.

MEALS AND REST PERIODS

A bona fide meal period is not counted as hours worked or as time paid. Such a period consists of at least 30 consecutive minutes during which the employee is completely relieved of their duties. When meal periods are frequently interrupted, the employee is not considered to be relieved of all duties, and the meal periods are counted as hours worked.

Rest periods or breaks of short duration, from 5 to 20 minutes, must be counted as hours worked.

DUTY OF 24 HOURS OR MORE

An employee on duty for 24 hours or longer may agree with their employer to subtract bona fide meal and sleep time from the hours worked. If the sleep or mealtime is interrupted, the length of the interruption is counted as hours worked. The employee must get at least 5 hours sleep. The sleep does not have to be continuous but must be reasonable periods in length. A minimum of 5 and maximum of 8 hours sleep time, plus meal time, may be subtracted from hours worked in any 24-hour period. This is true if the employee chooses to take time off during the 24-hour tour of duty.

Section 3. Travel Time

Whether travel time is considered as hours worked depends on the circumstances:

- (a) HOME-TO-WORK - An employee who travels from home before the regular workday and returns home at the end of the workday is engaged in ordinary home to work travel which is a normal incident of employment. This is true whether they work at a fixed location or at different job sites. Normal travel from home-to-work is not work time.
- (b) HOME TO WORK ON SPECIAL ONE-DAY ASSIGNMENTS IN ANOTHER CITY - When an employee who regularly works at a fixed location in one city is given a special one-day assignment in another city, such travel cannot be regarded as home-to-work travel. It is performed for CHA's benefit and at CHA's request to meet the needs of a particular assignment. All time involved, however, does not have to be counted as work time. Since, except for the special assignment, the employee would have to have had to report to their regular job, the usual time required to travel to and from work may be deducted, as well as the usual meal time, when computing the number of hours worked in that work day. Further, when the employee's special one-day assignment extends above and beyond the normal working hours; those hours are counted as hours worked. This is true whether the employee drives himself/herself or is a passenger in the travel.
- (c) TRAVEL THAT IS ALL IN THE DAY'S WORK - Time spent by an employee in travel as part of their principal activity such as travel from job site to job site during the workday must be counted as hours worked. When an employee is required to report at the employer's premises or at a meeting place to receive instructions or to perform other work there, the travel time from this designated place to the work place is part of the day's work and must be counted as hours worked. For example, if an employee normally finished work at a particular job site at 5:00 p.m., but is required to go to another job which is finished at 8:00 p.m., and then is required to return to the employer's premises arriving at 9:00 p.m., all of the time is working time. However, if the employee goes home instead of returning to the employer's premises, the travel after 8:00 p.m. is home-to-work and is not counted as hours worked.
- (d) OVERNIGHT TRAVEL - Travel that keeps an employee away from home overnight is travel away from home. All time spent in transit, e.g. on an airplane, in an airport, in a car, on a train, etc. while traveling away from home is counted as hours worked. Regular meal period time is not counted.

Section 4. Minimum Wage

All non-exempt employees of a local governmental unit may not be paid less than the current minimum wage.

Section 5. Overtime

WORKWEEK. The official work period for all Alliance employees is 40 hours over a 7-day, 168 hour consecutive work period. The official work period for all Alliance employees begins on Friday and ends on Thursday. The workweek, once established, may not be changed unless the change is intended to be permanent.

REGULAR RATE. The regular rate is the equivalent hourly rate at which an employee is actually paid for normal, non-overtime hours. The regular rate includes base pay, merit pay, career incentives pay, longevity pay and all other pay actually received. The regular rate does not include gifts, pay for annual leave or sick leave, certain discretionary bonuses, employer contributions to fringe benefits or, as stipulated in the employment contract, extra compensation for working overtime, for working Saturdays and Sundays and

holidays, and for working hours outside the normal workweek or workday if at least one and one-half times the normal rate is paid.

When pay in addition to the base salary is paid to an employee for a weekly period, the bonus is added to the employee's other earnings before the regular rate is determined. Where the additional pay is paid for a longer period of time, the employer may temporarily disregard the bonus and just pay overtime pay at one and one-half times the regular rate. When the additional pay can be ascertained, it is apportioned back over the workweeks of the period during which the additional pay was earned by the employee. The employee then receives additional overtime for each workweek in which they worked overtime during that period.

EMPLOYEE OVERTIME – GENERAL POLICY

All non-exempt employees must be paid at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. Any overtime incurred by an employee must be approved in advance by the supervisor in the department in which the overtime takes place.

FLSA requires that the minimum wage for any overtime due an employee be determined on the basis of the hours worked in each workweek and that the compensation earned by an employee in a particular workweek be paid on a regular payday for the pay period in which the workweek ends. An employer cannot average the hours of work by an employee over two or more workweeks, even if the employee is paid every two or more weeks.

Section 6. Compensatory Time

Exempt

In the event of a public health emergency, the Authority Board has authorized the CEO to utilize existing exempt staff and to compensate employees in lieu of compensatory time. Payment will be at a regular rate of pay.

Adopted: 07-01-1997

Revised: 07-01-2001

Revised: 09-13-2005

Revised: 12-08-2009

Reviewed: 02-11-2014

Revised: 01-12-2016

Reviewed: 02-13-2018

Reviewed: 10-01-2019

Reviewed: 02-09-2021

Reviewed: 05-18-2022

Reviewed: 08-21-2023

APPENDIX C
DRUG-FREE WORKPLACE POLICY

I. General Statement of Policy

- A. It is the policy of Cabarrus Health Alliance that the workplace shall be free of the presence of alcoholic beverages and unlawful controlled substances and that employees shall perform their job assignments safely, efficiently, and without the adverse influence of alcohol or controlled substances. This policy shall govern each employee (1) during work hours, (2) while on any property owned or leased by Cabarrus Health Alliance, (3) at any time during which the employee is acting in the course and scope of their employment with Cabarrus Health Alliance, and/or (4) at any time that the employee's violation of this policy has a direct and adverse effect on job performance.
- B. All employees shall be aware of the harmful effects and dangers of the use and abuse of alcohol and controlled substances in the workplace. Employees working under the influence of alcohol or controlled substances:
 - 1. May create unsafe conditions for themselves and others;
 - 2. May perform unsatisfactorily and adversely affect the performance of others; and
 - 3. May discredit Cabarrus Health Alliance and cause disrespect for the employee, Cabarrus Health Alliance, and other citizens whom we serve.

II. Prohibited Acts

- A. Cabarrus Health Alliance prohibits the unlawful manufacture, distribution, dispensation, possession, or use of any alcoholic beverage or any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, or any other controlled substance as defined in schedules I through V or Section 202 of the United States Controlled Substances Act, at 21 U.S.C. § 812, and as further defined in federal regulations at 21 C.F.R. §§ 1308.11 through 1308.15 and in North Carolina Controlled Substances Act, N.C. Gen. Stat. §90-86 et seq.
- B. Cabarrus Health Alliance prohibits the use of alcoholic beverages by any employee (1) during work hours including lunch time and breaks, (2) while on any property owned or leased by Cabarrus County or Cabarrus Health Alliance, (3) at any time during which the employee is acting in the course and scope of their employment with Cabarrus Health Alliance, except while attending business/social and other functions held off Cabarrus Health Alliance property and/or (4) at any other time that the employee's use of alcoholic beverages has a direct and adverse effect on job performance. The business/social situations would most often occur after normal work hours and the employee would not be expecting to return to work. This also would not preclude an employee's return to work on an emergency need basis as long as the testing standards stated within this policy are met.
- C. Cabarrus Health Alliance prohibits the use of prescription or lawful non-prescription medications to the extent that such has a direct and adverse effect upon the operation of a vehicle or the performance of the employee's job duties. Employees in safety-sensitive positions may only take prescription medications which are prescribed by a physician who understands the employees' safety-sensitive job.

III. Employee Responsibilities

- A. As a condition of initial and continuing employment, all employees shall:

1. Comply with the terms of this Policy and any rules or procedures and
 2. Notify their supervisor in writing of any conviction pursuant to any criminal drug or alcohol statute no later than five (5) days after such conviction.
- B. Within ten (10) days of receiving actual notice of an employee's conviction of any criminal drug statute for a violation occurring in the workplace or within the course and scope of employment, Cabarrus Health Alliance shall notify such conviction to any federal granting agency from which the Cabarrus Health Alliance receives a grant (as required by law) and report to professional licensing boards.
- C. Any employee who has cause to suspect that the Policy has been or is being violated by another employee shall report such information to their supervisor or an administrator. In the event the person suspected of violating the Policy is the CEO, the employee shall report such information to the Chairperson of the Cabarrus Health Alliance Board. Any employee who makes a report pursuant to this Policy, cooperates with the Board of Cabarrus Health Alliance in any ensuing inquiry or investigation, testifies in any Cabarrus Health Alliance Board proceeding resulting from the report, or otherwise participates in the enforcement of this Policy is immune from any disciplinary action that might otherwise be incurred or imposed for such action provided that the employee was acting in good faith.
- D. A supervisor shall report to law enforcement officials any circumstance or event that gives them reason to believe that an employee has violated a criminal drug or alcohol statute. Further, the Cabarrus Health Alliance shall cooperate in any investigations or prosecutions of its employees conducted by State, Federal, or local law enforcement officials pursuant to a criminal drug or alcohol statute.

IV. Authority to Test Employees

- A. The CEO shall establish, by administrative regulations, rules and procedures for the implementation of this Policy. Included in such rules and procedures shall be specific procedures for requiring and conducting any tests for the presence of alcohol and/or controlled substances authorized by this Policy. These procedures shall be designated so as to protect the privacy of the employee being required to undergo testing and shall require that all tests for the presence of alcohol and/or controlled substances be conducted pursuant to and in full compliance with the Controlled Substance Examinations found in Chapter 95, Article 20 of the North Carolina General Statutes.
- B. No sample obtained for the purpose of conducting tests for the presence of alcohol and/or controlled substances pursuant to this Policy shall be used to perform any diagnostic examination that would detect any hidden or latent physical or mental infirmity, disease, condition, or genetic information. Rather, the analysis of such sample shall be confined to such procedures as are devised to detect the presence of alcohol and/or controlled substances.
- C. All information obtained in the course of testing, examining, counseling, rehabilitating, and treating employees pursuant to this Policy and any rules or procedures promulgated there under shall be protected as confidential medical information. Documents or data concerning this information shall not be open to inspection by persons other than the affected employee and shall be disseminated only on a need-to-know basis and at the express direction of the CEO.
- D. Pursuant to this Policy and any rules or procedures the CEO or their designee(s) shall require the following persons to submit to testing for the presence of alcohol and/or controlled substances:
1. Any employee operating a vehicle owned/leased by Cabarrus Health Alliance or a personal vehicle which is used as a major part of their work who has a traffic accident or moving violation while performing their duties as an employee.

2. All employees involved in an incident/occurrence where there are life threatening injuries or death while performing their duties as an employee.
3. Any employee when there is reasonable suspicion to believe that they violated the Policy by observed actions or physical evidence while performing their duties as an employee.

Examples: Staggering, glassy eyes, disoriented.

- E. Testing Standards - The Cabarrus Health Alliance will consider an employee with a blood alcohol level of .06% or higher to be intoxicated and in violation of this Policy. Employees testing at .04% to 0.05% are deemed unfit to perform their duties and will be sent home for the rest of the day without pay subject to disciplinary action. A positive test result for controlled substances would be unacceptable and subject to disciplinary action.
- F. Penalties for Non-Compliance - Any employee who violates this Policy shall be subject to penalties described in the Cabarrus Health Alliance Personnel Ordinance (Effective July 1, 1997), Article VII, Separation, Disciplinary Actions, Suspensions and Reinstatement; Section 2 (c) Disciplinary Actions, Category Three.
- G. Drug-Free Awareness Program - The CEO or their designee shall establish a Drug-Free Awareness Program to inform all employees of the following:
 1. The dangers of drug abuse in the workplace;
 2. The Cabarrus Health Alliance Policy of maintaining a drug-free workplace;
 3. Any available alcohol or drug counseling, rehabilitation, and employee assistance programs;
 4. The Penalties that may be imposed upon employees for violations of this Policy.
 5. Employee Assistance Program (for substance abuse):
McLaughlin Young Group: 704-529-1428 or 800-633-3353
 See the intranet for benefits information or contact Human Resources.
- H. All supervisory employees shall receive information on (1) how to detect the use and abuse of alcohol and controlled substances among employees and (2) how to implement this Policy and any rules or procedures promulgated there under.
- I. Any employee who voluntarily seeks assistance required for a problem regarding alcohol or drug abuse shall be required to participate in an alcohol or substance abuse treatment or rehabilitation program.

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 Revised: 06-08-2004
 Revised: 08-05-2013
 Revised: 12-09-2013
 Reviewed: 02-11-2014
 Reviewed: 02-13-2018
 Reviewed: 10-01-2019
 Reviewed: 02-09-2021
 Reviewed: 05-18-2022
 Reviewed: 08-21-2023

APPENDIX D
RETIREMENT BENEFIT ADMINISTRATION

The Cabarrus Health Alliance provides paid health and life insurance coverage to eligible employees qualifying for retirement as a member of the North Carolina Local Governmental Employer Retirement System and meeting the criteria set forth below.

1. Full-time employees of Cabarrus Health Alliance/ on July 1, 1997, that voluntarily did not elect the new vacation accrual schedule are not eligible for paid health and life insurance coverage at retirement.
2. Full-time employees hired or rehired on or before July 1, 1997, and that voluntarily chose to change to Schedule A vacation accrual effective July 1, 1997, are eligible as follows:
 - Paid health and life insurance coverage will be provided to employees qualifying for retirement as a member of the North Carolina Local Governmental Employee's Retirement Systems with at least ten (10) of their creditable years being in the service of Cabarrus County/Cabarrus Health Alliance. These benefits will be paid at the same level as for active employees and will be provided to retired employees until they become eligible for Medicare.
 - Employees qualifying for retirement in the North Carolina Local Governmental Employees' Retirement System but with less than ten (10) years of service with Cabarrus County/Cabarrus Health Alliance shall receive one-half the benefit provided to retiring employees with at least ten (10) years of service.
 - Employees must be actively enrolled in the health insurance plan to qualify for the benefit at time of retirement.
 - Employees who reach their 65th birthday or become Medicare eligible before retiring will change to vacation accrual schedule B at the payroll following their birthdate.
3. Full-time employees hired between July 1, 2001 and June 30, 2004 with ten (10) years of service with CHA and who qualify for retirement as a member of the North Carolina Local Governmental Employees' Retirement System are eligible as follows:
 - Paid health and life insurance coverage, paid at the same level as for active employees, will be provided to retired employees until they become eligible for Medicare.
4. Retiree health and life insurance benefits are not available for employees hired effective July 1, 2004.
5. Eligibility for dependent health and life insurance cease upon retirement.
6. To comply with the Affordable Care Act, CHA classifies employees working 30 or more hours per week as full-time, and therefore offers health insurance to employees. A small number of employees qualify for retiree health insurance under this new provision, whereas before they were not eligible because they were not 40 hour-per-week employees. On June 12, 2018, the Cabarrus County Public Health Authority Board unanimously approved adding a statement to read: Employees who were hired prior to July 2004 but not enrolled in CHA health insurance as of April 1, 2019 are not eligible for retiree health insurance benefits.

Adopted: 07-01-1997

Revised: 07-01-2001, 05-11-2004, 01-12-2016, 11-14-2017, 06-12-2018

Reviewed: 02-11-2014, 02-13-2018, 10-01-2019, 02-09-2021, 08-21-2023

Reviewed: 05-18-2022

APPENDIX E
FAMILY MEDICAL LEAVE ACT EMPLOYEE RIGHTS AND RESPONSIBILITIES

CHA follows Family Medical Leave Act Requirements as mandated by the U. S. Department of Labor.

For additional information: **1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627**

WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division WHD Publication 1420 Revised January 2009



APPENDIX F

CODE OF CONDUCT

The CHA Code of Conduct is one of the ways we put CHA's values into practice. It's built around the recognition that everything we do in connection with our work at CHA will be, and should be, measured against the highest possible standards of ethical conduct. Respect for our patients/clients, for the opportunity, and for each other are foundational to our practice, and are something we need to support every day.

So please do read the Code and CHA's values, and follow both in spirit and letter, always bearing in mind that each of us has a personal responsibility to incorporate, and to encourage each other to incorporate, the principles of the Code and values into our work. And if you have a question or ever think that one of your coworkers or the company as a whole may be falling short of our commitment, don't be silent. We want – and need – to hear from you.

Who Must Follow Our Code? We expect all of our employees and Board members to know and follow the Code. Failure to do so can result in disciplinary action, including termination of employment. Moreover, while the Code is specifically written for CHA employees and Board members, we expect members of our extended workforce (temps, vendors, and independent contractors) and others who may be temporarily assigned to perform work or services to follow the Code in connection with their work for us. Failure of a member of our extended workforce or other covered service provider to follow the Code can result in termination of their relationship with CHA.

I. Serve Our Patients/Clients

Our users value CHA not only because we deliver great services, but because we hold ourselves to a higher standard in how we treat patients/clients and operate more generally. Keeping the following principles in mind will help us to maintain that high standard:

1. **Integrity:** Our reputation as an organization that our patients/clients/employees can trust is our most valuable asset, and it is up to all of us to make sure that we continually earn that trust. All of our communications and other interactions should increase their trust in us.
2. **Responsiveness:** We take pride in responding to feedback from our patients/clients whether questions, problems, or compliments. If something could be better, fix it.
3. **Take Action:** Any time you feel our patients/clients aren't being well-served, don't be bashful - let someone in the organization know about it. Continually improving our services takes all of us, and we're proud that CHA employees take the initiative to step forward when the interests of our patients/clients are at stake.

II. Support and Respect Each Other

CHA has an unwavering commitment to prohibiting and effectively responding to harassment, discrimination, misconduct, abusive conduct, and retaliation. To that end, CHA adheres to these Guiding Principles:

1. **Commitment:** CHA sets a tone at the top of commitment to a respectful, safe, and inclusive working environment for all employees and members of the extended workforce.

2. **Care:** CHA creates an environment with an emphasis on respect for each individual at all levels of the organization, including specifically by offering assistance and showing empathy to employees and members of the extended workforce.
3. **Accountability:** CHA holds all individuals responsible for their actions, and ensures that where appropriate, those individuals hold others accountable too.

Consistent with the Principles, employees are expected to do their utmost to create a supportive work environment, where everyone has the opportunity to reach their fullest potential, and be free from harassment, intimidation, bias, and unlawful discrimination.

Adopted: 02-09-2021

Reviewed: 05-18-2022, 08-21-2023

APPENDIX G
EMPLOYMENT BACKGROUND SCREENS

Cabarrus Health Alliance is committed to providing a safe and secure working environment for its employees, vendors and customers. To ensure a safe and secure working environment for employees and clients, the Cabarrus Health Alliance will implement a comprehensive background check on all potential employees.

All employees hired on or after July 1, 2011 are subject to a comprehensive background check prior to employment. All applicable state, federal and local laws governing employment and background screening will be followed.

Screens will include:

- Social security number validation
- Address history
- North Carolina statewide criminal
- Comprehensive criminal
- National sex offenders
- Health Care Provider Search (all licensed, certified personnel)
- Education verification (highest degree)
- Employment verification
- Motor vehicle report (if position requires a valid driver's license)

Additionally, all employees are subject to ongoing monitoring of arrest and conviction records. Ongoing monitoring of all employees for DMV records

Adopted: 06-14-2011
Reviewed: 02-11-2014
Reviewed: 02-13-2018
Reviewed: 10-01-2019
Reviewed: 02-09-2021
Reviewed: 05-18-2022
Reviewed: 08-21-2023



CPHI of Cabarrus County
Board Meeting Minutes
March 21, 2023

A regular meeting of The Public Health Authority Board was held on Tuesday, March 21, 2023.

Board members attended in-person at CHA.

Members Present:

- Mark Spitzer, Vice-Chair
- Dan Hagler, MD
- Daryle Adams
- Cecilia Plez
- Asha Rodriguez
- Chip Buckwell, Ed.D
- Steve Morris
- Kimberly Dehler, DDS

Members Absent: Lara Pons, MD, Chair

Staff Present: Erin Shoe, Rolanda Forehand, Raquesha Franklin, Sue Yates, Marcella Beam, Sarah Vingoe, Keon Lewis.

CHA Legal Counsel: William Isenhour, Partner (Johnston Allison Hord Law Office)

Guests and Members of Public Present: none

CALL TO ORDER

Vice-Chair Mark Spitzer called the meeting to order at 6:41 pm.

ADOPTION OF THE AGENDA

Vice-Chair Mark Spitzer requested a motion to approve the agenda. Stephen Morris moved. Cecilia Plez seconded. Motion and approval carried unanimously.

CPHI Overview

Erin presented an overview of the Cabarrus Public Health Interest (CPHI). Details include information about the CPHI History, Five-year Financial Overview, Funding History, “Why Now?” current utilization of CPHI, FY24 Vision, Next Fiscal Year Vision, Long Term Vision.

CPHI has received \$800,000 through the NCDHHS-McKinsey Opioid Settlement and will pass through CPHI to CHA for a Recovery Supportive Housing Project which is approved by the state. Marcella shared that with this funding CPHI and CHA will be able to assist with Recovery and Supportive Housing. CPHI will be able to help individuals with their first and last months, car repairs, child care expenses, and expand existing housing for residence in recovery.

The current CPHI vision is to plan and execute two fundraising activities to support existing CHA programs that align with community needs and raise \$60,000. The vision for the next fiscal year is to explore more grant opportunities and raise \$80,000 to grow visibility expand brand awareness. The long-term vision is to Explore becoming a funder for local nonprofits with aligned missions and raise \$150,000 to support CHA programs that align with community needs; The funds will conclude in the year 2024.

Vice-Chair Mark Spitzer requested a motion to approve the Fiscal Year 2024 Vision. Cecilia Plez moved. Kim Dehler seconded. Motion and approval carried unanimously.

ANNOUNCEMENTS

Next CPHI Board Meeting is September 19, 2023.

CHAsm Summit overview. CHAsm Summit will be held on March 24, 2023. Keon advised the concept is to help bridge the gap in Public Health by collaborating and being inclusive with our community. The Summit will open with a discussion panel then shift into 3 breakout sessions which include information about Equity Focused Leadership, Education Equity, Accessibility, and Culture Change. During these sessions, the presenters will share their expertise, best practices and how to translate them into action steps.

MOTION TO ADJOURN

No further business to come before the Board.

Vice-Chair Mark Spitzer requested a motion to adjourn the meeting. Stephen Morris moved. Daryle Adams seconded the motion. Motion and approval carried unanimously.

The meeting was adjourned at 7:28pm.

The next meeting of the board will be September 19, 2023, at 6:30pm.

Lara Pons, MD, Chair
Public Health Authority Board of Commissioners

ATTEST

Erin Shoe, MPH
Public Health Director

Minutes Taken by Raquesha B. Franklin



State of North Carolina
Department of the Secretary of State

ARTICLES OF AMENDMENT
NONPROFIT CORPORATION

Pursuant to §55A-10-05 of the General Statutes of North Carolina, the undersigned corporation hereby submits the following Articles of Amendment for the purpose of amending its Articles of Incorporation.

1. The name of the corporation is: Cabarrus Public Health Interest

2. The text of each amendment adopted is as follows (state below or attach):
Amendments to the Articles of Incorporation are attached hereto as Exhibit A.

3. The date of adoption of each amendment was as follows: September 19, 2023

4. (Check a, b, and/or c, as applicable)
a. X The amendment(s) was (were) approved by a sufficient vote of the board of directors or incorporators, and member approval was not required because (set forth a brief explanation of why member approval was not required)

The corporation has no members. All rights and duties of members under state law, if any, will be exercised by and belong to the Board of Directors

b. The amendment(s) was (were) approved by the members as required by Chapter 55A.

c. Approval of the amendment(s) by some person or persons other than the members, the board, or the incorporators was required pursuant to N.C.G.S. §55A-10-30, and such approval was obtained.

5. These articles will be effective upon filing, unless a date and/or time is specified: _____

This the _____ day of _____, 20_____.

Cabarrus Public Health Interest

Name of Corporation

Signature

Lara Pons, MD Board Chairperson

Type or Print Name and Title

Notes:

1. Filing fee is \$25. This document and one exact or conformed copy of these articles must be filed with the Secretary of State.

**Instructions for Filing
ARTICLES OF AMENDMENT
NONPROFIT CORPORATION**

- Item 1** Enter the complete corporate name exactly as it appears in the records of the Secretary of State.
- Item 2** See form.
- Item 3** Enter the date(s) the amendment(s) was (were) adopted.
- Item 4** Select the appropriate method(s) of adoption for the amendment(s) from those listed and complete.
- Item 5** The document will be effective on the date and time of filing, unless a delayed date or an effective time (on the day of filing) is specified. If a delayed effective date is specified without a time it will be effective at 11:59:59 p.m. Raleigh, North Carolina time on the day specified. If a delayed effective date is specified with a time, the document will be effective on the day and at the time specified. A delayed effective date may be specified up to and including the 90th day after the day of filing.

Date and Execution

Enter the date the document was executed.

In the blanks provided enter:

- The name of the corporation as it appears in Item 1.
- The signature of the representative of the corporation executing the document (may be the presiding officer of the board of directors or any officer of the corporation).
- The name and title of the above-signed representative.

EXHIBIT A

AMENDED AND RESTATED ARTICLES OF INCORPORATION

Pursuant to §55A-2-02 of the General Statutes of North Carolina, the undersigned corporation does hereby submit these Amended and Restated Articles of Incorporation.

1. The name of the corporation is: Cabarrus Public Health Interest
2. The corporation is a charitable corporation as defined in NCGS §55A-1-40(4).
3. The street address and county of the principal office of the corporation is:
Number and Street 300 Mooresville Rd
City, State, Zip Code Kannapolis NC 28081 County Cabarrus
4. The mailing address is the same as the street address.
5. The name of the registered agent is Erin Shoe.
6. The corporation will not have members.
7. Below are provisions regarding the distribution of the corporation’s assets upon its dissolution.
8. Any other provisions which the corporation elects are included below.
9. These articles will be effective upon filing, unless a later time and/or date is specified:_____.

This is the 19th day of September, 2023

Cabarrus Public Health Interest

Signature

Lara Pons, MD Board Chairperson

Articles

PART I

The Cabarrus Public Health Interest is an entity that exists to meet the health needs of Cabarrus County. The main activities of the Interest will be to collaborate with the Public Health Authority of Cabarrus County to address community health needs, raise dollars to support public health, or disperse funds to support programs or services overseen by the Public Health Authority of Cabarrus County. The corporation is organized exclusively for charitable, religious, educational, or scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or corresponding section of any future federal tax code.

PART II

The Interest dollars will be used to support activities based on community need.

PART III

The Cabarrus Public Health Interest will serve as a regulating body for the solicitation, receipt, management, and disbursement of all funds and/or other negotiable assets acquired by the Interest through fundraising efforts.

PART IV

The Board of Directors of the Interest will review and approve all unallocated or discretionary requests for distributions and the Interest's financial reports. Required annual reports describing the use of disbursed funds will be reviewed by the Board on an annual basis.

PART V

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of the corporation set forth in these articles of incorporation. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code. This corporation shall not possess or exercise any power or authority either expressly, by interpretation, or by operation of law that will or might prevent it at any time from qualifying, and continuing to qualify, as a corporation described in Section 501(c)(3) of the Code, or the corresponding section of any future federal tax code, nor shall it engage directly or indirectly in any activity that might cause for loss of such qualification. No part of the assets or net earnings of this corporation shall be used, nor shall this corporation be organized, operated, or used for purposes other than charitable purposes, within the meaning of Section 501(c)(3) of the Code, or the corresponding section of any future federal tax code. This corporation shall never be operated for the primary purpose of carrying on a trade or business for profit.

PART VI

Upon the dissolution of the corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation exclusively for the purposes of the corporation in such manner, or to such organization or organizations organized and operated exclusively for religious, charitable, educational, scientific or literary purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Code as the Board of Directors shall determine, or to federal, state, or local governments to be used

exclusively for public purposes. Any such assets not so disposed of shall be disposed of by the Superior Court of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organizations, such as the court shall determine, which are organized and operated exclusively for such purposes, or to such governments for such purposes.

Cabarrus Public Health Interest Amended and Restated Bylaws

BACKGROUND:

These Amended and Restated Bylaws (the “Bylaws”) have been duly adopted by the Board of Directors (the “Board”) of the Cabarrus Public Health Interest (“CPHI”), a North Carolina nonprofit corporation organized and formed under Chapter 55A of the North Carolina General Statutes (the “Act”). These Bylaws shall replace and supersede any and all prior versions adopted or otherwise of any bylaws of CPHI, including without limitation those prior bylaws adopted as of January 19, 2021. The terms of these Bylaws shall govern CPHI as follows:

Article 1. NAME

The name of this corporation is the Cabarrus Public Health Interest.

Article 2. PURPOSE

The purposes of Cabarrus Public Health Interest are:

- A. To promote, develop, and encourage public and private support of the Public Health Authority of Cabarrus County (“CHA”);
- B. To promote and solicit contributions of any kind to CPHI for the furtherance of the purposes of CHA; *provided that*, CPHI has the power to reject any gift made subject to any condition which CPHI believes to be in conflict with policy or the best interests of CHA or CPHI;
- C. To provide for an organization which will serve as a regulating body for the solicitation, receipt, management, and disbursement of all funds and/or other negotiable assets acquired by CPHI;
- D. To provide financial support as a supplement to the resources available to CHA, or any other organization in the discretion of CPHI, for the purpose of preserving, maintaining, advancing, and enriching public health in Cabarrus County; and
- E. To operate exclusively for charitable, scientific or education purposes within the meaning of Section 501(c)(3) as described in Section 170(b)(1)(A)(iii) or Section 170(c)(1) of the United States Internal Revenue Code.

Article 3. LOCATION

The registered office and principal office of CPHI shall be located in Cabarrus County, North Carolina at 300 Mooresville Road, Kannapolis, North Carolina, 28081.

Article 4. BOARD OF DIRECTORS

Section 1: Responsibilities.

The Board shall be the policy-making, rule-making, and adjudicatory body for CPHI. The business and affairs of CPHI shall be managed by the Board. All powers of CPHI, including the power to adopt bylaws and alter or amend the same, are vested in the Board. The Board shall act as the Board until their successors are elected.

Section 2: Composition.

The Board of CPHI will be composed of those individuals who serve as the Board of Commissioners of CHA. The Chief Executive Officer of CHA shall serve as a consultant to the Board.

Section 3: Election of Directors.

The directors of the Board of CPHI will be composed of those individuals who serve as the directors of the Board of Commissioners of CHA.

Section 4: Term of Office.

Directors shall hold office at CPHI for the same term as their office at CHA.

Section 5: Removal.

The Board, by a two-thirds (2/3) vote of those directors present in a meeting at which a quorum is present, may at any time, at a regular meeting or a meeting expressly called for that purpose, recommend to the Board the removal of any director.

Section 6: Vacancies.

The Board may fill vacancies or add directors to the Board up to a maximum of fifteen (15) directors.

Section 7: Compensation.

Directors sitting on the Board shall not receive any salaries for their services as such; however, directors may be reimbursed for reasonable and necessary expenses (including travel expenses) incurred in the performance of their duties on behalf of and for the CPHI.

Article 5. BOARD MEETINGS

Section 1: Regular Meetings.

The Board shall meet at least annually, with such meeting(s) to be held following the meeting of the Board of Commissioners of CHA, unless a makeup meeting is needed and properly communicated to the Board of such new dates, times and location for any makeup meeting. The September meeting (or such meeting held in the third quarter) shall serve as the annual meeting of CPHI.

Section 2: Special Meetings.

Special meetings of the Board may be called by or at the request of the Chair of the Board or any director. Such a meeting may be held either within or without the State of North Carolina, as fixed by the person or persons calling the meeting.

Section 3: Notice of Meetings.

Regular meetings of the Board may be held without notice. The person or persons calling a special meeting of the Board shall, at least two (2) days before the meeting, give notice to all directors on the Board by any usual means of communication.

Section 4: Waiver of Notice.

Any director may waive notice of any meeting of the Board. The attendance by a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 5: Quorum.

A majority of the directors shall constitute a quorum for the transaction of business at any meeting of the Board. Once a quorum is established, it is deemed to be established for the remainder of the meeting.

Section 6: Manner of Acting.

Except as otherwise provided in these Bylaws, the act of the majority of the directors present at a meeting of the Board at which a quorum is present shall be the act of the Board. Any meeting of the Board where the directors are not gathered at the same location may be held by teleconference or any other media through which the directors participating in the meeting may hear or directly communicate with each other.

Section 7: Presumption of Assent.

A director of CPHI who is present at a meeting of the Board at which action on any matter is taken shall be presumed to have assented to the action taken unless his or her contrary vote is recorded or his or her dissent is otherwise entered in the minutes of the meeting, or unless she or he shall file a written dissent to such action with the person acting as the Secretary/Treasurer of the meeting before the adjournment thereof, or shall forward such dissent by certified mail to the Secretary/Treasurer of CPHI within five (5) days after the adjournment of the meeting. Such right to dissent shall not apply to a director whose vote is in favor of such action.

Section 8: Action by Directors.

Action taken by a majority of the Board without a meeting is nevertheless Board action if written consent to the action in question is signed by all the directors and filed with the minutes of the proceedings of the Board, whether done before or after the action is taken.

Article 6. OFFICERS & TERMS; PERSONNEL

The officers of CPHI shall be the Chair, Vice-Chair, and Secretary/Treasurer.

Section 1: Appointment and Term of Office.

Officers of CPHI shall hold the same term as their office at CHA.

Section 2: Removal.

Any officer may be removed at any time for cause by a two-thirds (2/3) vote of those directors present in a meeting of the Board at which a quorum is present.

Section 3: Vacancies.

Any vacancy occurring in an appointed office of the Board of CPHI shall be filled through appointment by the Board.

Section 4: Duties of Officers.

The duties, responsibilities, and authority of the officers of the Board shall be as follows:

- a. **Chair:** The “Chair” serves as Chair of the Board and be the chief spokesperson of CPHI. The Chair shall schedule and preside at the regular meetings of the Board, and any other meetings of CPHI and its Board. The Chair shall be an ex-officio, non-voting member of all committees of the Board, and shall be the Board's representative whenever the Board is not in session.
- b. **Vice-Chair:** The “Vice-Chair” shall exercise the authority of the Chair during that officer's absence or inability to act. Any action taken by the Vice-Chair in the performance of the duties of the Chair shall be conclusive evidence of the absence or the inability to act of the Chair at the time such action was taken. The Vice-Chair assists the Chair as may be requested.
- c. **Secretary:** The “Secretary” is responsible for the timely issuance of all meeting notices and the preparation and filing of all meeting minutes of the Board. The Clerk to the Board of CHA will serve as the Secretary of CPHI.
- d. **Treasurer:** The “Treasurer” is responsible for maintaining accurate accounts of monies received and paid out, and the management of funds in accordance with policies of CPHI. The Treasurer is responsible for the issuance of periodic financial reports and statements, and preparation of the annual budget for action by the Board.

Section 5: Personnel

The Board may employ such personnel as may be necessary or convenient in carrying out the objectives and purposes for which CPHI was created (including without limitation such purposes for grant writing and fundraising), define their duties and functions and set their terms of employment, such as compensation, fringe benefits, separation from service arrangements, and other pertinent details.

Article 7. COMMITTEES

Section 1: Committees Generally.

The Board shall set up such committees as necessary to carry out the purposes and functions of CPHI. The number of persons on these committees shall also be determined by the Board. Committees will be for recommendatory purposes only. The members of

such committees shall serve at the pleasure of the Board and be disbanded at such time as the Board may elect.

Section 2: Community Advisory Committee.

The Board, in its discretion, may appoint a Community Advisory Committee which shall be comprised of interested citizens of Cabarrus County to serve at the pleasure of Board and to provide recommendations for consideration to the Board.

Article 8. INDEMNIFICATION

Any person who, at any time, serves or has served as a director, officer, or agent of CPHI or in such capacity at the request of CPHI for any other corporation, partnership, joint venture, trust or other enterprise, and who has acted in good faith shall have a right to be indemnified by CPHI to the fullest extent permitted by the Act against (a) reasonable expenses, included attorney's fees, actually and necessarily incurred in connection with any threatened, pending or completed action, suit or proceedings, whether civil, criminal, administrative or investigative, and whether or not brought by or on behalf of CPHI, seeking to hold her or him liable by reason of the fact that she or he is or was acting in such capacity, and (b) reasonable judgment, money decreed, fine, penalty or settlement for which he or she may have become liable in any such action, suit or proceeding. The Board shall take all such actions appropriate to authorize CPHI to pay the indemnification required by this Article 8, including without limitation, to the extent needed, making a good faith evaluation of the manner in which the claimant for indemnity acted and of the reasonable amount of indemnity due, including any advanced cost. Any person who serves in any said capacities on behalf of CPHI shall be deemed to have done so in reliance upon, and in consideration for, aid rights of indemnification. Such rights shall inure to the benefit of any such person and shall not be exclusive of any other rights to which such person may be entitled.

Notwithstanding the foregoing, no person shall be entitled to indemnification under this section unless such indemnification is either (a) required by law or (b) is permitted by law and expressly authorized or approved by the Board.

Article 9. GIFTS & DONATIONS

The Board may accept on behalf of CPHI any contribution, gift, bequest or devise for the general purposes or for any special purpose of CPHI. The Board and CPHI shall accept any gifts, bequests, donations or devises as pursuant to these Bylaws and the Donation Policy of CPHI. The Board is empowered to reject any gifts which it deems inappropriate.

A. Undesignated Gifts & Donations

Any gift or donation received by CPHI which is not designated for a particular purpose, shall be used by CPHI in such a manner as the Board deems best. Undesignated gifts may be merged by CPHI with other undesignated gifts and used as a single fund, or if the Board deems best, the undesignated gift may retain its identity and be used as a separate fund.

B. Designated Gifts & Donations

Any gift or donation made to CPHI, from any persons, business, or corporation, may be designated for a particular program or activity which is currently being carried on by CHA or may be designated to a particular purpose of CPHI. Any designated gift, if accepted by CPHI, shall be used only for the purpose for which it has been designated.

Article 10: GENERAL PROVISIONS

Section 1: § 159-42.1. Establishment of nonprofit corporation by public authority authorized.

CPHI was established by Cabarrus Health Alliance, a public health authority, under Chapter 55A of the General Statutes and is a tax-exempt organization under the internal revenue code to further the authorized purposes of the public authority. A nonprofit corporation established as provided in this section shall not have regulatory or enforcement powers and shall not engage in partisan political activity.

Section 2: Contracts and Other Official Documents.

The Board may authorize its directors, officers or agents to enter into contracts or execute and deliver any instruments on behalf of CPHI. Such authority may be general or confined to a specific instance. Unless so authorized by the Board, no director, officer, or agent shall have power or authority to bind CPHI by a contract of engagement, or to pledge its credit, or render it liable financially for any purpose or for any account.

Section 3: Period of Account and Reporting.

The financial year of CPHI shall be from July 1 through June 30 of each year. Financial records will be kept and records made during meetings of the Board as provided for, herein.

Section 4: Prohibition Against Sharing in Corporate Earnings or Assets.

No director, officer, agent or any person connected with CPHI, or any other private individual shall receive, at any time, any of the net earnings or financial profit from operations, provided that this shall not prevent the payment of such reasonable compensation to any such person for services rendered to or for CPHI in effecting any of its purposes or shall be fixed by the Board; but no such person or persons shall be entitled to share in the distribution of any of the corporate assets upon the dissolution of CPHI.

Section 5: Audits.

The books of CPHI and of its Treasurer shall be audited as directed by the Board.

Section 6: Checks and Drafts.

All checks, drafts or other orders for the payment of money, notes, or other evidence of indebtedness issued in the name of CPHI shall be signed by such officer or officers, agent or agents of CPHI and in such manner as shall from time to time be determined by resolution of the Board.

Section 7: Deposits.

All funds of CPHI shall be deposited to the credit of CPHI in such banks, trust companies, or other depositories as the Board may select.

Section 8. Prohibited Activities. Notwithstanding any other provision of these Bylaws, CPHI shall not conduct or carry on any activity not permitted to be conducted or carried on by an organization exempt under Section 501(c)(3) of the Internal Revenue Code, as now or hereafter promulgated thereunder.

Section 9: Amendment of Bylaws.

These Bylaws may be amended or repealed, or new bylaws may be adopted, by a majority vote of the directors in office at the time the amendment is adopted, providing that the intention to amend, repeal or make additions to these Bylaws was contained in the notice of the meeting.

Section 10: Adoption of Bylaws.

These Bylaws shall be adopted at a meeting of the Board of Directors. This, and the foregoing six (6) pages, contain the Amended and Restated Bylaws of Cabarrus Public Health Interest as adopted by the Board on the 19th day of September, 2023.

Lara J. Pons, M.D.
Board Chair
Board of Directors
Cabarrus Public Health Interest

ATTEST:

Raquesha R. Balknight
Secretary
Cabarrus Public Health Interest



Letter from Board Chairperson Identifying Individuals as Authorized to Sign Contracts and Payments

I, Lara Pons, Board Chairperson of the Cabarrus Public Health Interest (CPHI), hereby identify the following individuals who are authorized to sign **Contracts** for the organization named above:

Printed Name	Title
1. Erin Shoe	Director of Public Health
2. Sue Yates	Chief Financial Officer

Signature

Board Chairperson
Title

Date



Letter from Board Chairperson Identifying Individuals as Authorized to Sign Contract Expenditure Reports

I, Lara Pons, Board Chairperson of the Cabarrus Public Health Interest (CPHI), hereby identify the following individuals who are authorized to sign **Contract Expenditure Reports** for the organization named above:

Printed Name	Title
1. Erin Shoe	Director of Public Health
2. Sue Yates	Chief Financial Officer
3. Kenyato (Keon) Lewis	Equity and Development Coordinator
4. Sarah Vingoe	Development Officer

Signature

Board Chairperson _____

Title

Date

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT (this “**Agreement**”) is made and entered into as of September 19, 2023 (the “**Effective Date**”), is by and between Public Health Authority of Cabarrus County d/b/a Cabarrus Health Alliance, (“**CHA**”) and Cabarrus Public Health Interest, a North Carolina nonprofit corporation (“**CPHI**”).

BACKGROUND:

A. CHA and CPHI desire for CHA to provide certain Shared Services (as defined below) to CPHI in accordance with the terms and provisions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Shared Services.**

(a) CHA shall provide to CPHI such day-to-day management, operational, administrative, fundraising and back office support services set forth in **Exhibit A** (the “**Shared Services**”).

(b) CHA shall provide the Shared Services: (i) in accordance with the terms and subject to the conditions set forth in this Agreement; (ii) using personnel of sufficient skill, experience, licenses, and qualifications; (iii) in a timely, workmanlike, and professional manner; and (iv) to the reasonable satisfaction of CPHI. From time to time, CHA and CPHI may revise or refine the Shared Services provided by mutual agreement.

2. **CPHI’s Obligations.** CPHI shall: (a) provide CHA with true and correct information relating to all functions for which CHA has responsibilities hereunder and (b) not take any action to interfere with CHA’s performance of its duties hereunder.

3. **Conditions to Obligations.** CHA’s obligation to provide the Shared Services shall be conditioned upon and subject to any legal or contractual obligations, prohibitions or restrictions applicable to it, and this Agreement shall not obligate CHA to violate, modify or eliminate any such obligation, prohibition or restriction. For the avoidance of doubt, CHA is not obligated to provide any Shared Services to the extent and for so long as the performance of such Shared Services: (A) would require CHA to violate any applicable laws, regulations or ordinances or (B) would result in the breach of any contract, including any agreement relevant to the provision of the Shared Services (including any software license or cloud service agreement that prohibits using the software or cloud service for the benefit of a third party).

4. **Term and Termination.** The term of this Agreement shall commence upon the Effective Date and shall continue until either party hereto provides the other party with thirty (30) days advance written notice to terminate the Agreement. All obligations of the parties shall cease on the effective date of termination, except that payments which remain outstanding shall be prorated to the date of termination and paid within thirty (30) days thereafter.

5. **Payment and Related Matters.**

(a) ***Payment.*** In consideration of the provision of the Shared Services by the CHA and the rights granted to CPHI under this Agreement, CPHI may pay CHA a monthly fee to be determined by CPHI and CHA in good faith following the Effective Date. Payment shall be made no later than the end of the

calendar month immediately following the calendar month during which the Shared Services were performed.

(b) *Expense Reimbursement.* CPHI shall reimburse CHA for all reasonable travel and out-of-pocket expenses incurred by CHA in performing the Shared Services at CHA actual cost.

(c) *Taxes.* CPHI shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by CPHI hereunder except for any taxes imposed on, or with respect to, CHA's income, revenues, gross receipts, personnel, or real or personal property or other assets.

6. Representations and Warranties. Each party represents and warrants to the other party that: (i) it has the full right, power, and authority to enter into this Agreement, to grant the rights granted hereunder and to perform its obligations hereunder; and (ii) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 5, (A) EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT, AND (B) CHA SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

7. LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Miscellaneous.

(a) *Independent Contractors.* The parties are independent contractors, and nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between them. CPHI acknowledges and accepts the separate and independent nature of CHA, and CHA acknowledges and accepts the separate and independent nature of CPHI. Each party will be solely responsible for the satisfaction of its own obligations and liabilities. Except as provided in this Agreement, neither party shall be authorized to contract for or bind the other party in any manner whatsoever.

(b) *Notice.* All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and addressed to the parties at their last known address (or to such other address that may be designated by the receiving party from time to time in accordance with this Section). All such communications shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), electronic transmission, or certified or registered mail (in each case, return receipt requested, postage pre-paid).

(c) *Entire Agreement.* This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(d) *Assignment.* This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(e) *No Third-Party Beneficiaries.* This Agreement is for the sole benefit of the parties hereto and their respective successors and assigns. Nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

(f) *Amendment and Modification; Waiver.* This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by a duly authorized representative of each party hereto. No failure to exercise any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(g) *Severability.* No invalidity, illegality, or unenforceability of any provision herein in any jurisdiction, shall affect any other term or provision of this Agreement or invalidate or render such provision unenforceable in any other jurisdiction. If any provision is determined to be invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible.

(h) *Governing Law: Submission to Jurisdiction.* This Agreement shall be governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any other jurisdiction. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Shared Services provided hereunder shall solely and exclusively be instituted in the state or federal courts having jurisdiction in Mecklenburg County, North Carolina, and each party hereby irrevocably: (i) submits to the sole and exclusive jurisdiction and venue of such courts and (ii) waives any defense to such jurisdiction and venue. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.

(i) *Counterparts.* This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signatures appear on the following page(s).]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement as of the Effective Date.

**Public Health Authority of Cabarrus County
d/b/a Cabarrus Health Alliance**

By: _____

Name: Lara Pons, MD

Title: Board Chairperson

Cabarrus Public Health Interest, LLC

By: _____

Name: Erin Shoe, MPH

Title: Director of Public Health

This inspiration has been pre-audited in the manner required by the local government budget and fiscal control act.

NC General Statue:159-28

Sue Yates
Chief Financial Officer

EXHIBIT A

Shared Services

Functions performed by CHA employee on behalf of CPHI:

- Management
- Executive Leadership
- Support Services (Finance, Contracts & Procurement, Human Resources, IT, Marketing, and Facilities)
- Development (Fundraising and Grants)

SUBJECT: EMPLOYEE - CONFLICT OF INTEREST POLICY**EFFECTIVE DATE:** September 19, 2023**REVISION DATE(S):****DATE OF REVIEW:**

POLICY STATEMENT: The purpose of this policy is to protect the interests and perception of Cabarrus Public Health Interest when entering into a transaction or arrangement that might benefit the private interest of one of its Leadership Team or employees. Cabarrus Public Health Interest staff must also adhere to Section No. Admin. 006 of Cabarrus Health Alliance Corporate Resolution regarding Conflict of Interest. This policy is intended to supplement, but in no way replace, any applicable federal and state laws governing conflicts of interest. The Cabarrus Public Health Interest requires all staff to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. Cabarrus Public Health Interest depends on the active involvement and leadership of its members to accomplish its mission and it is essential that the public have confidence in its integrity to maintain its credibility as a valued resource. It is expected that employees of Cabarrus Public Health Interest will not use their position(s) for their own personal benefit, whether direct or indirect, in any manner, and shall avoid conflicts of interest and any conduct which may create or even suggests conflict.

All shall carefully avoid any conflict between their own respective personal, professional, or business interests and the interest of Cabarrus Public Health Interest, in any and all actions taken by them in their respective capacities on behalf of Cabarrus Public Health Interest. When in a leadership position, Cabarrus Public Health Interest requires that leaders conduct themselves with honesty and integrity.

In the course of performing their duties, a Cabarrus Public Health Interest employee's participation may be conflicted, biased, or illegal when one promotes or advocates decisions that are based on expected personal gain or benefits other than the best interest of Cabarrus Public Health Interest. For this purpose, the term "conflict of interest" means any financial interest or potential for gain that (1) could impair the individual's objectivity; or, (2) could create an unfair competitive advantage.

PROCEDURES TO BE FOLLOWED:**1. CONTRACT FOR PERSONAL BENEFIT**

- 1.1. Cabarrus Public Health Interest employees should ensure that contracting, purchasing, and other decisions are made in a neutral, objective way based on what is in Cabarrus Public Health Interest's interest and not in consideration of actual or potential benefit to the decision maker.
- 1.2. Cabarrus Health Alliance operates a shared services agreement with Cabarrus Public Health Interest. G.S. 14-234, prohibits a public employee from deriving a direct benefit

from any contract, including purchase contracts, in which they are involved on behalf of the public agency they serve. Even if a Cabarrus Public Health Interest employee is not involved in making a contract from which they will derive a direct benefit, the employee is prohibited from influencing or attempting to influence anyone in the agency who is involved in making the contract/decision/purchase.

- 1.3. A person “derives a direct benefit” from a contract/purchase if the person or their spouse:
 - 1.3.1. Has more than a 10% interest in the company that is a party to the contract/purchase,
 - 1.3.2. Derives any income or commission directly from the contract/purchase, or
 - 1.3.3. Acquires property under the contract.
- 1.4. Although the statutory definition does not extend to other family members, friends, or to unmarried partners, employees should still consider the public perception of such transactions/decisions.
- 1.5. Employees who are involved in the disposal of surplus property are prohibited from purchasing said property from Cabarrus Public Health Interest unless the property is purchase via publicly advertised and publicly available sale, such as sales made through GovDeals.
- 1.6. A person is assumed to be involved in the “making or administering” of the contract if they:
 - 1.6.1. Participate in the development of specifications or contract terms,
 - 1.6.2. Participate in the preparation or award of the contract,
 - 1.6.3. Have the authority to make decisions about or interpret the contract.
- 1.7. Cabarrus Public Health Interest employees may legally benefit from a contract with Cabarrus Public Health Interest as long as they are not involved in making or administering it.
- 1.8. Cabarrus Public Health Interest employees are prohibited from soliciting or receiving any gift, reward, or promise of reward, including a promise of future employment, in exchange for recommending, influencing, or attempting to influence the award of a contract, even if they do not derive a direct benefit under the contract.

2. GIFTS AND FAVORS

- 2.1. G.S. 133-32 prevents the use of gifts and favors to influence the award and administration of public contracts. Violation of this statute is a Class 1 misdemeanor.
- 2.2. G.S. 133-32 prohibits a current contractor, a contractor who has performed under a contract with Cabarrus Public Health Interest within the past year, or a person who anticipates bidding on a contract in the future to give any gift or favor to Cabarrus Public Health Interest employees who have responsibility for preparing, awarding, or overseeing contracts.

- 2.3. A gift or favor is defined as anything of value acquired or received without fair compensation, unless it is covered by a statutory exception. Exceptions include:
 - 2.3.1. Advertising items or souvenirs of nominal value including inexpensive pens, mugs, and calendars bearing the name of the donor firm, etc.
 - 2.3.2. Honoraria for participating in meetings, and meals at banquets.
- 2.4. Although meals at banquets are allowed, free meals offered by contractors under other circumstances, such as lunch, should be refused.
- 2.5. Any gift that is allowed under local law must still be refused if it violates state law.
- 2.6. Cabarrus Public Health Interest employees may accept customary gifts or favors from friends and relatives as long as the existing relationship, rather than the desire to do business with Cabarrus Public Health Interest, is the motivation for the gift.
- 2.7. A contractor/vendor may donate goods and services for use by Cabarrus Public Health Interest, but not to an individual employee for their personal use.

3. OUTSIDE EMPLOYMENT

- 3.1. Cabarrus Public Health Interest staff must adhere to Section 6 of the Cabarrus Health Alliance Personnel Policy regarding outside employment.
 - 3.1.1. The work of Cabarrus Public Health Interest and Cabarrus Health Alliance will take precedence over other occupational interests of employees.
 - 3.1.2. No Cabarrus Public Health Interest employee shall engage in or accept outside employment or render service for a private interest when this behavior is incompatible with the proper discharge of their official duties for Cabarrus Public Health Interest which creates an actual or potential conflict of interest, or which would reasonably impair their independence of judgment or performance of duties (unless otherwise permitted by law and disclosed as required by this policy).
 - 3.1.3. All outside employment and all self-employment must be reported to Cabarrus Health Alliance Human Resources via the Outside Employment Form located on the Human Resources SharePoint on the intranet.
 - 3.1.4. Potentially conflicting employment will be reported to the CEO by Human Resources to review such employment for possible conflict of interest.
 - 3.1.5. Conflicting outside employment will be grounds for disciplinary action up to and including termination.

4. MISUSE OF CONFIDENTIAL INFORMATION

- 4.1. G.S. 14-2341 and the CHA-CPHI Shared Services Agreement make it a Class 1 misdemeanor for any Cabarrus Public Health Interest employee to use confidential information for personal gain, to acquire a monetary benefit in anticipation of his or her own official action, or to help another person acquire a monetary benefit from such actions.
- 4.2. "Confidential information" is defined as any non-public information that the Cabarrus

Public Health Interest employee has learned in the course of performing their duties.

5. PROCEDURES TO DISCLOSE AND RESOLVE CONFLICTS

- 5.1. *Duty to Self-Disclose* – The primary obligation of any person subject to this Policy who may be involved in a conflict of interest situation is to bring it promptly to the attention of those designated under the disclosure procedures so that the potential conflict can be evaluated and addressed.
- 5.2. *Duty of Loyalty* – The duty of loyalty requires that management staff, and others in leadership positions act in the best interest of Cabarrus Public Health Interest despite potential conflicting interests.
- 5.3. *Disclosure of Conflicts of Others* – If a Cabarrus Public Health Interest employee becomes aware of a situation in which an individual is potentially taking advantage of their position and acting for their own interest, they should inform the individual of the basis of such a belief and afford the person an opportunity to explain the alleged failure to disclose.
- 5.4. *Recusal of Self* – Any Cabarrus Public Health Interest employee may recuse themselves at any time from involvement in any decision or discussion in which the individual believes he or she has or may have a conflict of interest, without going through the process for determining whether a conflict of interest exists, as long as they are not involved in the making of the contract as per clause 1.7 of this Policy.
- 5.5. *Evaluation of Potential Conflict* – After disclosure of all material facts and any follow-up discussion with a Cabarrus Public Health Interest employee with a potential conflict of interest, a determination must be made about whether a material financial interest, self-dealing transaction or other kind of actual conflict exists.
 - 5.5.1. Evaluation will be completed by the CHA Chief Human Resources Officer and shared with the CEO. The CEO will consult with the agency's legal team if needed.

6. RECORD KEEPING

The CHA Chief Human Resources Officer will maintain all documentation associated with any investigations related to conflict of interest. Documentation to include: the name of the Cabarrus Public Health Interest employee who disclosed or who was found to have a financial or other interest in connection with an actual or possible conflict of interest, the nature of the financial or other interest, any action taken to determine whether a conflict of interest was present and the CEO's decision as to whether a conflict of interest in fact existed.

7. ANNUAL STATEMENTS

- 7.1. Persons who may be asked to annually sign a statement on the Conflict of Interest Acknowledgement executive management, and any other Cabarrus Public Health Interest employee in a leadership position or deemed necessary. This activity, at a

minimum, affirms that such a person:

- 7.1.1. has received a copy of the Policy,
- 7.1.2. has read and understands the Policy,
- 7.1.3. has agreed to comply with the Policy,
- 7.1.4. and discloses personal financial interests and family relationships that could give rise to conflicts of interest.

7.2. Record of Potential or Actual Conflict of Interest forms will be submitted when appropriate, at or prior to action on relevant business transactions.

Lara J. Pons, M.D.
Board Chairperson
Cabarrus Public Health Interest

Date

Erin Shoe
Chief Executive Officer
Cabarrus Public Health Interest

Date

RECORD OF POTENTIAL OR ACTUAL CONFLICT OF INTEREST

As a CABARRUS PUBLIC HEALTH INTEREST Leadership team member, or employee, the following is a record of my disclosure of a potential or actual conflict of interest as per clause 6.2 of the Conflict of Interest Policy.

CONFLICT

Name: _____

Title: _____

Signature

Date

FEDERAL CERTIFICATIONS

The undersigned states that:

1. He or she is the duly authorized representative of the Contractor named below;
2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination;
 - b. The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
4. [Check the applicable statement]
 He or she **has completed** the attached **Disclosure of Lobbying Activities** because the Contractor **has made, or has an agreement to make**, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;

OR

 He or she **has not completed** the attached **Disclosure of Lobbying Activities** because the Contractor **has not made, and has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Signature

Board Chairperson

Title

Cabarrus Public Health Interest

Contractor [Organization's] Legal Name

Date

[This Certification must be signed by a representative of the Contractor who is authorized to sign contracts.]

I. Certification Regarding Nondiscrimination

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

II. Certification Regarding Drug-Free Workplace Requirements

1. **The Contractor certifies** that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Contractor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - e. **Notifying the Department within ten days after receiving notice under subparagraph (d)(2) from an employee or** otherwise receiving actual notice of such conviction;
 - f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (1) taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Street Address No.1: 300 Mooresville Road

City, State, Zip Code: Kannapolis, NC, 28081

Street Address No.2: _____

City, State, Zip Code: _____

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

III. Certification Regarding Environmental Tobacco Smoke

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

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

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

Instructions

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

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--

Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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

Certification

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

V. Certification Regarding Lobbying

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

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

VI. Disclosure of Lobbying Activities

Instructions

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

**Disclosure of Lobbying Activities
(Approved by OMB 0348-0046)**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial Award <input type="checkbox"/> c. Post-Award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change</p> <p>For Material Change Only:</p> <p>Year _____ Quarter _____</p> <p>Date of Last Report: _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, (if known)</p> <p>Congressional District (if known) _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p align="center">n/a</p> <p>Congressional District (if known) _____</p>	
<p>6. Federal Department/Agency:</p> <p align="center">n/a</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number (if applicable) _____</p>	
<p>8. Federal Action Number (if known)</p>	<p>9. Award Amount (if known) :</p> <p align="center">\$ _____</p>	
<p>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</p> <p align="center">n/a</p> <p align="center"><i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i></p>	<p>b. Individuals Performing Services (including address if different from No. 10a.) (last name, first name, MI):</p> <p align="center">n/a</p> <p align="center"><i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i></p>	
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ n/a _____ € actual € planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. In-kind; specify: Nature _____ Value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11 (attach Continuation Sheet(s) SF-LLL-A, if necessary):</p> <p align="center">n/a</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		

16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Print Name: Lara Pons

Title: Board Chairperson

Telephone No: _____ Date: _____

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Standard Form - LLL

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

SUBJECT: DONATION POLICY

EFFECTIVE DATE: November 14, 2017

REVISION DATE(S): November 2, 2017, June 20, 2023

DATE OF LAST REVIEW: November 2, 2017; October 29, 2018; September 25, 2019, June 20, 2023

POLICY STATEMENT: The primary objective of this policy is to establish guidelines, standards, and procedures for real and/or monetary donations (federal, state and or local) administered by and/or passed through the Public Health Authority of Cabarrus County D/B/A Cabarrus Health Alliance's ("CHA") not-for-profit organization, the Cabarrus Public Health Interest ("CPHI").

A. GENERAL

- (1) CPHI will serve as a regulating body for the solicitation, receipt, management, and disbursement of all funds and/or other negotiable assets acquired by CPHI through fundraising efforts.
 - (i) CPHI solicits and accepts gifts only for purposes that will help the organization further and fulfill its mission.
- (2) CPHI's Board of Directors (the "Board") may delegate authority to formally receive donations of real or monetary value to such officers of CPHI as the Board deems fit.
- (3) Donations for a specific purpose can be distributed or dispersed without prior Board approval. Such dispersion of funds will be brought to the attention of the Board at the following board meeting for informational purposes.
- (4) The CPHI Board has the right to reject an offered donation for any reason.
- (5) Donations of significant value should contain a receipt containing the following:
 - (i) The name of the local unit and legal status under state law (county, municipality, etc.);
 - (ii) The amount donated (if cash or cash equivalent) or description of the property donated;
 - (iii) The purpose to which donation will be used;
 - (iv) The date the donation was received;
 - (v) Either a statement that "no goods or services were received in return for the donation" or, if the donation was \$75 or more, a good faith estimate of the value of goods/services provided in exchange for the donation (if the goods/services were more than insubstantial benefit);
 - (vi) A statement indicating that the donor should consult with a tax professional about the tax implications of the donation under both state and federal law.
- (6) Monetary donations collected or received by a CHA employee will be deposited daily in an official depository for CPHI.
- (7) CPHI will seek the advice of legal counsel in matters relating to acceptance of gifts when appropriate. Review by counsel is recommended for:
 - (i) Gifts of securities that are subject to restrictions or buy-sell agreements;
 - (ii) Documents naming CPHI as trustee or requiring CPHI to act in any fiduciary capacity;

- (iii) Gifts requiring the CPHI to assume financial, legal, or other obligations;
- (iv) Transactions with potential conflicts of interest; and
- (v) Gifts of property which may be subject to environmental or other regulatory restrictions.

B. RESTRICTIONS ON GIFTS. CPHI will not accept gifts that:

- (1) Would result in the CPHI violating its Articles of Incorporation;
- (2) Would result in the CPHI losing its status as an IRC § 501(c)(3) not-for-profit organization;
- (3) Are too difficult or too expensive to administer in relation to their value;
- (4) Would result in any unacceptable consequences for CPHI; or
- (5) Are for purposes outside CPHI's mission and purpose.

Decisions on the restrictive nature of a gift, and its acceptance or refusal, shall be made by the Chair of the Board in consultation with the Board.

C. GIFT REVIEW.

Gifts Generally Accepted Without Review:

- (1) *Cash.* Cash gifts are acceptable in any form, including by check, money order, credit card, or on-line. Donors wishing to make a gift by credit card must complete the CPHI Donation Form and provide the card type (e.g., Visa, MasterCard), card number, expiration date, and name of the card holder as it appears on the credit card.
- (2) *Marketable Securities.* Marketable securities may be transferred electronically to an account maintained at one or more brokerage firms or delivered physically with the transferor's endorsement or signed stock power (with appropriate signature guarantees) attached. All marketable securities will be sold promptly upon receipt unless otherwise directed by CPHI. In some cases, marketable securities may be restricted, for example, by applicable securities laws or the terms of the proposed gift. In such instances, the decision whether to accept the restricted securities shall be made by the Board.
- (3) *Bequests and Beneficiary Designations under Revocable Trusts, Life Insurance Policies, Commercial Annuities and Retirement Plans.* Donors are encouraged to make bequests to the CPHI under their wills, and to name the CPHI as the beneficiary under trusts, life insurance policies, commercial annuities and retirement plans.
- (4) *Charitable Remainder Trusts.* The CPHI will accept designation as a remainder beneficiary of charitable remainder trusts.
- (5) *Charitable Lead Trusts.* The CPHI will accept designation as an income beneficiary of charitable lead trusts.

Gifts Accepted Subject to Prior Review. Certain forms of gifts or donated properties may be subject to review prior to acceptance. Examples of gifts subject to prior review include, but are not limited to:

- (1) *Tangible Personal Property.* The Board shall review and determine whether to accept any gifts of tangible personal property in light of the following considerations:
 - (i) Does the property further the organization's mission?
 - (ii) Is the property marketable?
 - (iii) Are there any unacceptable restrictions imposed on the property?

- (iv) Are there any carrying costs for the property for which the organization may be responsible? Is the title/provenance of the property clear?
- (2) *Life Insurance.* The CPHI will accept gifts of life insurance where the CPHI is named as both beneficiary and irrevocable owner of the insurance policy. The donor must agree to pay, before due, any future premium payments owing on the policy.
- (3) *Real Estate.* All gifts of real estate are subject to review by the Board. Prior to acceptance of any gift of real estate other than a personal residence, the CPHI shall require an initial environmental review by a qualified environmental firm. In the event that the initial review reveals a potential problem, the organization may retain a qualified environmental firm to conduct an environmental audit. Criteria for acceptance of gifts of real estate include:
- (i) Is the property useful for the organization's purposes?
 - (ii) Is the property readily marketable?
 - (iii) Are there covenants, conditions, restrictions, reservations, easements, encumbrances or other limitations associated with the property?
 - (iv) Are there carrying costs (including insurance, property taxes, mortgages, notes, or the like) or maintenance expenses associated with the property?
 - (v) Does the environmental review or audit reflect that the property is damaged or otherwise requires remediation?

Lara J. Pons, M.D.
Board Chairperson
Cabarrus Public Health Interest

Date

SUBJECT: RECORD RETENTION AND DESTRUCTION POLICY**EFFECTIVE DATE:** September 19, 2023**REVISION DATE(S):****DATE OF REVIEW:**

POLICY STATEMENT: These policies cover all records regardless of physical form or characteristics which have been made or received by the Cabarrus Public Health Interested (CPHI) in the course of doing business.

These policies provide for the systematic review, retention and destruction of records received or created by the Cabarrus Public Health Interest in connection with the transaction of business. These policies cover all records, regardless of physical form, contain guidelines for how long certain records should be kept and how records should be destroyed.

These policies are designed to ensure compliance with federal and state laws and regulations, to eliminate accidental or innocent destruction of records and to facilitate CPHI's operations by promoting efficiency and freeing up valuable storage space. Included in the federal laws necessitating compliance with these policies is the Sarbanes- Oxley Act ("The American Competitiveness and Corporate Accountability Act of 2002"), which makes it a crime to alter, cover up, falsify, or destroy any document with the intent of impeding or obstructing any official proceeding.

RECORDS COVERED: These policies apply to all records in any form, including electronic documents.

A record is any material that contains information about CPHI's plans, results, policies or performance. Anything that can be represented with words or numbers is a business record for purposes of these policies.

Electronic documents must be retained as if they were paper documents. Therefore, any electronic files, including information received on line, that fall into one of the document types on the schedule must be maintained for the appropriate amount of time.

RECORD RETENTION: CPHI follows the document retention procedures outlined below. Documents that are not listed, but are substantially similar to those listed in the schedule will be retained for the appropriate length of time.

1. PERMANENT RETENTION

Permanent records—Permanent records are records required by law to be permanently retained and which are ineligible for destruction at any time for any reason. These records are necessary for the continuity of business and the protection of the rights and interests of the organization and of individuals. These include records such as organizational documents (Articles of Incorporation and Bylaws), Board minutes and policies, federal and state tax exempt status and independent audits.

No record, whether or not referenced, may be destroyed if in any way the records refer to, concern, arise out of or in any other way are involved in pending or threatened litigation.

While the listings below contain commonly recognized categories of records, the list should not be considered as having identified all records that CPHI may need to consider for permanent and non-permanent status. In particular, and as noted above, any documents that are, or may be involved in pending or threatened litigation, must be retained. CPHI's legal counsel should be asked to assist in determining what records must be retained.

Corporate Records – Permanent

Articles of Incorporation
Board Meeting and Board Committee Minutes
Board Policies/Resolutions
By-laws
Construction Documents
Fixed Asset Records
IRS Application for Tax-Exempt Status (Form 1023)
IRS Determination Letter
State Sales Tax Exemption Letter

Accounting and Corporate Tax Records - Permanent

Annual Audits and Financial Statements
Depreciation Schedules
General Ledgers
IRS 990 Tax Returns

Bank records - Permanent

Check Registers

Payroll and Employment Tax Records – Permanent

Payroll Registers
State Unemployment Tax Records

Employee Records – Permanent

Employment and Termination Agreements

Retirement and Pension Plan Documents

Legal, Insurance and Safety Records - Permanent

Appraisals

Copyright Registrations

Environmental Studies

Insurance Policies

Real Estate Documents

Stock and Bond Records

Trademark Registrations

2. NON-PERMANENT RETENTION

Non-permanent records—Certain records are not required by law to be permanently retained and may be destroyed after the passage of certain years or upon the passing of events as defined by these policies.

Notwithstanding the listing of documents below, no record, whether or not referenced may be destroyed if in any way the records refer to, concern, arise out of or in any other way are involved in pending or threatened litigation.

Corporate Records

Contracts (after expiration) 7 years

Correspondence (general) 3 years

Accounting and Corporate Tax Records

Business Expense Records 5 years IRS

1099s 7 years

Journal Entries 7 years

Invoices 5 years

Sales Records (box office, concessions, gift shop) 5 years

Petty Cash Vouchers 3 years

Cash Receipts 3 years

Credit Card Receipts 3 years Bank

Records

Bank Deposit Slips 7 years

Bank Statements and Reconciliation 7 years

Electronic Fund Transfer Documents 7 years

Payroll and Employment Tax Records

Earnings Records	7 years
Garnishment Records	7 years
Payroll Tax returns	7 years
W-2 Statements	7 years

Employee Records

Records Relating to Promotion, Demotion or Discharge	7 years after termination
Accident Reports and Worker's Compensation Records	5 years after termination of claim
Salary Schedules	5 years
Employment Applications	3 years
I-9 Forms	3 years after termination
Time Cards	2 years

Legal, Insurance and Safety Records

Donor Records and Acknowledgement Letters	7 years
Grant Applications and Contracts	5 years after completion
Leases	6 years after expiration
OSHA Documents	5 years
General Contracts	4 years after termination

EMERGENCY PLANNING: CPHI's records will be stored in a safe, secure and accessible manner. All documents and financial files that are essential to keeping CPHI operating in an emergency will be duplicated or backed up at least every week and maintained off site. All other documents and financial files will be duplicated or backed up periodically as identified by the Cabarrus Health Alliance Chief Financial Officer (through the role as determined in the Shared Services Agreement) or designee, and maintained off-site.

DOCUMENT DESTRUCTION: Cabarrus Health Alliance Chief Financial Officer (through the role as determined in the Shared Services Agreement) or designee is responsible for the ongoing process of identifying its records which have met the required retention period and overseeing their destruction. Destruction of financial and personnel-related documents will be accomplished by shredding. Such destruction should be documented in document destruction logs identifying the date of destruction, authorization, and, if appropriate, comments on any special situations.

Document destruction will be suspended immediately, upon any indication of an official investigation or when a lawsuit is filed or appears imminent. Destruction will be reinstated upon conclusion of the investigation or claim, whichever is latest.

COMPLIANCE: Failure on the part of employees to follow this policy can result in possible civil and criminal sanctions against Cabarrus Public Health Interest and its employees and possible disciplinary action against responsible individuals. The Chief Financial Officer or designee will periodically review these procedures with legal counsel or the organization's certified public accountant to ensure that they are in compliance with new or revised regulations.

Questions concerning these policies, the applicability of certain records to the retention or destruction policies, must be addressed to the Cabarrus Health Alliance Chief Financial Officer or designee.

Lara J. Pons, M.D.
Board Chairperson
Cabarrus Public Health Interest

Date

SUBJECT: WHISTLEBLOWERS POLICY AND REPORTING

EFFECTIVE DATE: September 19, 2023

REVISIONS DATE:

REVIEW DATES:

POLICY STATEMENT:

Cabarrus Public Health Interest requires all employees observe high standards of business and personal ethics in the conduct of their duties and responsibilities.

PROCEDURE:

It is the policy of Cabarrus Public Health Interest that directors, officers, and employees shall be encouraged to report verbally or in writing to their supervisor, department head, Cabarrus Health Alliance Chief Human Resources Director, or any other appropriate authority, evidence of activity constituting:

1. A violation or suspected violation of State or Federal law, rule or regulation
2. Fraud
3. Theft
4. Substantial and specific danger to the public health and safety;
5. A violation or suspected violation of Cabarrus Public Health Interest governance documents, policies, and procedures or
6. Gross mismanagement, gross waste of monies, or gross abuse of authority.

Further, it is the policy of Cabarrus Public Health Interest that employees should be free of intimidation or harassment when reporting to public bodies about matters of public concern, including offering testimony to or testifying before appropriate legislative panels. This policy is intended to encourage and enable employees and others to raise serious concerns within the organization prior to seeking resolution outside the organization.

GENERAL PROTECTION FROM RETALIATION

Cabarrus Public Health Interest prohibits and will not tolerate any form of reprisal, retaliation or otherwise discriminate against an employee regarding the employee's compensation, terms, conditions, location, or privileges of employment because the employee who, in good faith, has made or intends to make a report of a violation of federal, state, or local law, regulation, or board policy due to a practice, policy, act or omission of the board of commissioners, of an employee, or of an entity/person with whom the Alliance has a business relationship.

No employee exercising supervisory authority shall discharge, threaten, or otherwise discriminate against an employee regarding the employee's compensation, terms, conditions, location or privileges of employment because the employee, in good faith, or a person acting on behalf of the employee, reports or is about to report, verbally or in writing, any violation of federal, state, or local law, regulation or board policy.

This policy supports all protections offered by North Carolina G.S. 126-84-88.

REPORTING VIOLATIONS

Cabarrus Public Health Interest supports an open-door policy and suggests that employees and others share their questions, concerns, suggestions, or complaints with someone who can address them properly. In most cases, an employee's immediate supervisor is in the best position to address an area of concern. If an employee is not comfortable speaking with his or her supervisor or is not satisfied with the supervisor's response, the employee is encouraged to speak with anyone in management whom the employee is comfortable in approaching.

Formal complaints should be made in writing and filed with a Cabarrus Health Alliance Human Resources Manager. Once the complaint is filed, a Cabarrus Health Alliance Human Resources Manager will conduct a prompt and thorough investigation of the complaint.

All reports are held in strict confidence, and are taken seriously. If necessary, the Cabarrus Health Alliance Health Director may specify reasonable steps to protect anyone who reports concerns from retaliation.

ACTING IN GOOD FAITH

Anyone filing a complaint concerning a violation or suspected violation must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation of the Cabarrus Public Health Interest's governance documents, policies and procedures, or state or federal law. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

CONFIDENTIALITY

Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

Lara J. Pons, M.D.
Board Chairperson
Cabarrus Public Health Interest

Date



SUBJECT: CONFLICT OF INTEREST POLICY

EFFECTIVE DATE: January 1, 2018

REVISION DATE(S): June 20, 2023

REVIEW DATE(S): January 1, 2018; January 1, 2019; December 20, 2019; February 9, 2021; July 28, 2022; June 20, 2023.

POLICY STATEMENT: The purpose of this policy is to protect the interests and perception of CPHI when entering into a transaction or arrangement that might benefit the private interest of one of its Board members. This Policy is intended to supplement, but in no way replace, any applicable federal and state laws governing conflicts of interest.

The Cabarrus Public Health Interest (“CPHI”) requires the members of its Board of Directors (the “Board”) and employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. CPHI depends on the active involvement and leadership of its Board, staff and employees to accomplish its mission and it is essential that the public have confidence in the integrity of CPHI to maintain its credibility as a valued resource. It is expected that staff and employees of CPHI and Board members will not use their position(s) for their own personal benefit, whether direct or indirect, in any manner, and shall avoid Conflicts of Interest (defined below) and any conduct which may create or even suggests a Conflict of Interest. This policy is specifically for the Board.

The Board shall comply with the general standards of directors is described in N.C.G.S § 55A-8-30. All shall carefully avoid any conflict between their own respective personal, professional, or business interests and the interest of CPHI, in any and all actions taken by them in their respective capacities on behalf of CPHI. CPHI strives to avoid conflicts of interest to ensure that it preserves the highest standards of integrity and ethical principles. When in a leadership position, CPHI requires that leaders conduct themselves with honesty and integrity. The Board of CPHI has adopted this Conflict of Interest Policy (the “Policy”).

In the course of performing their duties, a Board member’s participation may be conflicted, biased, or illegal when one promotes or advocates decisions that are based on expected personal gain or benefits other than the best interest of CPHI. For this purpose, the term "Conflict of Interest" means any financial interest or potential for gain that (1) could impair the individual's objectivity; or, (2) could create an unfair competitive advantage.

PROCEDURES TO BE FOLLOWED:

1. CONTRACT FOR PERSONAL BENEFIT

- 1.1. Board members should ensure that contracting, purchasing, and other decisions are made in a neutral, objective way based on what is in CPHI's interest and not in consideration of actual or potential benefit to the decision maker.
- 1.2. A CPHI Board member should not derive a direct benefit from any contract, including purchase contracts, in which he or she is involved on behalf of the agency he or she serves. Even if a Board member is not involved in making a contract from which he or she will derive a direct benefit, the Board member is prohibited from influencing or attempting to influence anyone in CPHI who is involved in making the contract/decision/purchase.

- 1.3. A person "derives a direct benefit" from a contract/purchase if the person or his or her spouse:
 - 1.3.1. Has more than a 10% interest in the company that is a party to the contract/purchase,
 - 1.3.2. Derives any income or commission directly from the contract/purchase, or
 - 1.3.3. Acquires property under the contract.
- 1.4. Although the statutory definition does not extend to other family members, friends, or to unmarried partners, Board members should still consider the public perception of such transactions/decisions.
- 1.5. Board members who are involved in the disposal of surplus property are prohibited from purchasing said property from CPHI unless the property is purchased via publicly advertised and publicly available sale.
- 1.6. A person is assumed to be involved in the "making or administering" of the contract if they:
 - 1.6.1. Participate in the development of specifications or contract terms,
 - 1.6.2. Participate in the preparation or award of the contract,
 - 1.6.3. Have the authority to make decisions about or interpret the contract.
- 1.7. A Board member is considered to be involved in making the contract when the Board takes action on the contract, even if said Board member does not participate unless an exception applies. Being excused from voting on the contract does not absolve a Board member with a conflict of interest from potential criminal liability.
- 1.8. Board members may legally benefit from a contract with CPHI as long as they are not involved in making or administering it.
- 1.9. All Board members are prohibited from soliciting or receiving any gift, reward, or promise of reward, including a promise of future employment, in exchange for recommending, influencing, or attempting to influence the award of a contract, even if they do not derive a direct benefit under the contract.

2. GIFTS AND FAVORS

- 2.1. It is prohibited to use gifts or favors to influence the award and administration of contracts.
- 2.2. It is prohibited for a current contractor, a contractor who has performed under a contract with CPHI within the past year, or a person who anticipates bidding on a contract in the future to give any gift or favor to Board members who have responsibility for preparing, awarding, or overseeing contracts.
- 2.3. A gift or favor is defined as anything of value acquired or received without fair compensation, unless it is covered by a statutory exception. Exceptions include:
 - 2.3.1. Advertising items or souvenirs of nominal value including inexpensive pens, mugs, and calendars bearing the name of the donor firm, etc.
 - 2.3.2. Honoraria for participating in meetings, and meals at banquets.
- 2.4. Although meals at banquets are allowed, free meals offered by contractors under other circumstances, such as lunch, should be refused.

- 2.5. Any gift that is allowed under local law must still be refused if it violates state law.
- 2.6. Board members may accept customary gifts or favors from friends and relatives as long as the existing relationship, rather than the desire to do business with CPHI, is the motivation for the gift.
- 2.7. A contractor/vendor may donate goods and services for use by CPHI, but not to a Board member for their personal use.

3. MISUSE OF CONFIDENTIAL INFORMATION

- 3.1. Board members shall not use Confidential Information (defined below) for personal gain, to acquire a pecuniary benefit in anticipation of his or her own official action, or to help another person acquire a pecuniary benefit from such actions.
- 3.2. "Confidential Information" is defined as any non-public information that the Board member has learned in the course of performing his or her duties on behalf of and for CPHI.

4. PROCEDURES TO DISCLOSE AND RESOLVE CONFLICTS

- 4.1. *Duty to Self-Disclose* - The primary obligation of any person subject to this Policy who may be involved in a Conflict of Interest situation is to bring it promptly to the attention of those designated under the disclosure procedures so that the potential conflict can be evaluated and addressed.
- 4.2. *Duty of Loyalty* - The duty of loyalty requires that Board member act in the best interest of CPHI despite potential conflicting interests.
- 4.3. *Disclosure of Conflicts of Others* - If a Board Member becomes aware of a situation in which an individual is potentially taking advantage of his or her position and acting for his or her own interest, they should inform the individual of the basis of such a belief and afford the person an opportunity to explain the alleged failure to disclose.
- 4.4. *Recusal of Self* - Any Board member may recuse himself or herself at any time from involvement in any decision or discussion in which the individual believes he or she has or may have a conflict of interest, without going through the process for determining whether a conflict of interest exists, as long as they are not involved in the making of the contract as per clause 1.7 of this Policy.
- 4.5. *Evaluation of Potential Conflict* - After disclosure of all material facts and any follow-up discussion with the Board member with a potential Conflict of Interest, a determination must be made about whether a material financial interest, self-dealing transaction or other kind of actual conflict exists.
 - 4.5.1. If the potential conflict is first disclosed during a Board meeting at which the Board member with the potential conflict is in attendance, that person shall leave the meeting while the determination of whether a Conflict of Interest exists is discussed and voted upon. The Chairperson of the Board (the "Chairperson") will evaluate the disclosures by the Board member and will determine on a case-by-case basis whether the disclosed activities constitute an actual conflict of interest. The Board Chairperson should consider

the proximity of the Board member to the decision-making authority of the other entity involved in the transaction, and the degree to which the Board member might benefit personally if a particular transaction were approved when determining whether an actual conflict exists.

- 4.5.2. If the disclosure is made outside of the context of a Board meeting, then the determination of whether a conflict exists will be directed to the CEO for discussion, decision and action. The CEO may, as needed, consult with the Chairperson or legal team of CPHI.
- 4.5.3. Where it is determined that an actual Conflict of Interest exists, the Chairperson or CEO will recommend an appropriate course of action to protect the interests of CPHI. All disclosures and the outcome of the deliberation about whether a conflict of interest exists will be recorded in the meeting minutes.

5. RECORDS OF PROCEEDINGS

5.1. The minutes of the Board meeting or other meeting shall contain:

- 5.1.1. The name(s) of the Board member who disclosed or who otherwise were found to have a financial or other interest in connection with an actual or possible Conflict of Interest, the nature of the financial or other interest, any action taken to determine whether a Conflict of Interest was present, and the Board's decision as to whether a Conflict of Interest in fact existed.
- 5.1.2. The name(s) of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

6. ANNUAL STATEMENTS

6.1. Persons who shall be asked to annually sign a statement on the Conflict-of-Interest

Acknowledgement form or such other form as the Board adopts include all Board members. This activity, at a minimum, affirms that such a person:

- 6.1.1. has received a copy of the Policy,
- 6.1.2. has read and understands the Policy,
- 6.1.3. has agreed to comply with the Policy,
- 6.1.4. and discloses personal financial interests and family relationships that could give rise to Conflict of Interest.

6.2. Record of Potential or Actual Conflict of Interest forms will be submitted when appropriate, at or prior to action on relevant business transactions.

Lara J. Pons, M.D.
Board Chairperson
Cabarrus Public Health Interest

Date

Erin Shoe
Chief Executive Officer
Cabarrus Public Health Interest

Date

RECORD OF POTENTIAL OR ACTUAL CONFLICT OF INTEREST

As a CPHI Board member, the following is a record of my disclosure of a potential or actual conflict of interest as per clause 6.2 of the Conflict of Interest Policy.

CONFLICT OF INTEREST:

Name: _____

Title: _____

Signature

Date

CPHI BOARD MEMBER FIDUCIARY DUTIES

As a North Carolina nonprofit board member, members of the Cabarrus Public Health Interest (CPHI) Board have duties to the corporation and its stakeholders. There are three fiduciary duties. The duty of care describes the attention and judgment you are expected to exercise in performing your board member functions. The duty of loyalty arises when you or another board member has a personal interest that conflicts with the nonprofit's interests. The duty of obedience requires board members to comply with the nonprofit's governing principles as contained in its corporate documents.

Duty of care. Under North Carolina law, board members must discharge their duties with “the care an ordinarily prudent person in a like position would exercise under similar circumstances.” In general, this means:

- Attend board meetings
- Become informed
- Rely on trustworthy information
- Exercise independent judgment
- Monitor the nonprofit's activities and operations

Under the *business judgment rule*, a nonprofit board member who exercises good faith judgment can be protected from liability to the corporation and its members. The business judgment rule does not apply in cases of criminal activity, fraud, or willful misconduct.

Duty of loyalty. Under North Carolina law, board members must act in the best interests of the nonprofit. The *duty of loyalty* arises in a number of situations:

- Self-dealing transactions. If the nonprofit enters into a transaction in which a board member has an interest, the nonprofit's interests come first. Under North Carolina law, a board member is deemed to have an interest in a transaction if the other party to the transaction is a related person or a business in which the board member has a position or financial interest.
- Corporate opportunities. If a board member becomes aware of a business transaction or other opportunity offered by an outside party that the nonprofit would be interested in taking for itself, the board member cannot take the opportunity. Only after disinterested board members have rejected it can the board member take the outside opportunity.
- Confidential information. Board members may become aware of nonpublic information whose confidentiality is valuable to the nonprofit. Board members may not use this information for their own benefit unless the Board approves the member's use of information that belongs to the nonprofit.

Duty of obedience. The Board must be true to the organization's purposes and goals, as stated in the articles of incorporation and bylaws. Purposes and goals may come from the terms of gifts, grants, or bequests, or from purpose statements describing how the nonprofit's funds are to be used. Board members must abide by these instructions.

RECORD OF DISCLOSURE OF DUTIES

As a board member, my signature attests to having received the aforementioned information regarding my duties to the Cabarrus Public Health Interest.

Name: Lara Pons, MD

Title: Chairperson, Cabarrus Public Health Interest _____

Signature: _____

Date: _____

Name: Mark Spitzer

Signature: _____

Date: _____

Name: Daryle Adams

Signature: _____

Date: _____

Name: Chip Buckwell

Signature: _____

Date: _____

Name: Kimberly Dehler, DDS, MPH

Signature: _____

Date: _____

Name: Dan Hagler, MD

Signature: _____

Date: _____

Name: Stephen Morris

Signature: _____

Date: _____

Name: Maria Cecilia Plez

Signature: _____

Date: _____

Name: Asha Rodriguez

Signature: _____

Date: _____