



**ORANGE COUNTY  
HIGH IMPACT OPIOID ABATEMENT  
STRATEGIES**

**Funding Proposal Application Form  
Application Due Date: February 21, 2025**

<b>Applicant Agency: General Information</b>				
<b>Legal Name</b>	Reintegration Support Network (RSN)			
<b>Address</b>	117 West Main Street Carrboro, NC 27510			
<b>Type of Agency (check one)</b>	<input type="checkbox"/> Government/ Public Authority	<input checked="" type="checkbox"/> Non-Profit	<input type="checkbox"/> For-Profit Business	
<b>Telephone</b>	984-777-5282			
<b>Website</b>	<a href="https://www.rsnn.org/">https://www.rsnn.org/</a>			
<b>Primary Contact Full Name</b>	Terence L. Johnson			
<b>Title</b>	Executive Director			
<b>Email</b>	Terence@rsnn.org			
<b>Telephone</b>	910-612-8529			
<b>Name of Project</b>	Reintegration Support Network: Individual Mentoring			
<b>Total Application Funding Requested</b>		<b>\$ \$ 40,000.00</b>		
<b>Funding Period Requested (MM/DD/YYYY)</b>	<b>Start Date</b>	07/1/2025	<b>End Date</b>	06/30/2026
<b>Selected NC MOA Option A Strategy (Number and Name)</b>	6. Early Intervention			
<b>Agency Mission and Vision Statements</b>	<p><b>Mission:</b> RSN is a community that embraces, empowers, and inspires youth and emerging adults who need support. We serve youth and emerging adults who experience challenges related to:</p> <ul style="list-style-type: none"> <li>● Substance Use</li> <li>● Mental Health</li> <li>● Justice Involvement</li> </ul>			

	<p><b>Vision:</b> RSN envisions local communities supporting, inspiring, and empowering youth in all forms of recovery.</p> <p>Values: narrative of each value appears at <a href="http://www.rsnn.org">www.rsnn.org</a></p> <ul style="list-style-type: none"> <li>● <i>Youth First</i></li> <li>● <i>Authenticity of Voice</i></li> <li>● <i>Diversity and Inclusion</i></li> <li>● <i>Independence, Partnership, and Collaboration</i></li> </ul>
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As a **separate Excel file**, submit a completed **Budget Worksheet**.  
 Submit application to [tstancil@orangecountync.gov](mailto:tstancil@orangecountync.gov) with a subject line of – RFA: Opioid Settlement Funds – [Organization name]. Will receive Receipt of Application email upon submission. If email is not received within 24 business hours, reach out to Tonya Stancil, Harm Reduction Coordinator at [tstancil@orangecountync.gov](mailto:tstancil@orangecountync.gov).

**1. Proposal Summary** *(no more than 250 words, required but not scored)*

To better serve Orange County youth and families impacted by substance use, RSN seeks support from the county to address the critical gap in mental health and substance use resources, especially for those at risk of opioid use disorder or in need of harm reduction interventions. RSN's mission is to empower youth and emerging adults (ages 13-20) navigating substance use, mental health challenges, or justice involvement. We employ a strengths-based, one-to-one mentoring model, pairing youth with specially trained mentors, many of whom have lived experience. These mentors, serving as allies and peer support workers, often have personal experience with substance use, mental health challenges, and/or justice involvement. They support youth and their families through individualized mentoring and enrichment activities, fostering a safe and resilient space for young people to focus on their needs, build agency, and strengthen connections with themselves, school, and community.

Our mentors receive comprehensive training to recognize and nurture youth strengths, utilizing SAMHSA CORE Competencies (recovery-oriented, person-centered, voluntary, relationship-focused, and trauma-informed practices), active listening skills, SMART goal setting, and motivational interviewing techniques. Recognizing the profound impact of poverty and social identities on the youth we serve, RSN is committed to addressing the root causes of inequity through culturally responsive and person-centered services. We strive to create a supportive environment where all youth can thrive. By investing in RSN, Orange County invests in the well-being of its youth and the future of its community.

## 2. Project Narrative

### A. Assessment of Community Need (16 points, page limit: not to exceed 1 ½ pages)

National data reveals a disturbing decline in youth mental health, with alarming increases in sadness, hopelessness, and suicidal ideation (CDC, 2024). North Carolina's low ranking (42nd) for youth mental health treatment access underscores a critical service gap (Hopeful Futures, 2024). Orange County data confirms this: 49% of youth struggle with substance use and 33% with mental health issues, yet only 2-14% receive treatment (NC DJJ, 2024). Further, 9% of youth have a family member with substance use or mental health treatment needs, 35% have a family member with prior justice system involvement, and 29% experience inadequate guardian supervision. These statistics highlight systemic inequities and service gaps. RSN emphasizes immediate action, especially caregiver support, to mitigate the impact of substance use and ensure youth thrive.

RSN's "Family Resilience Framework" engages families to build crucial support networks to help youth develop coping skills, self-worth, and optimism (Surgeon General, 2021). RSN prioritizes evidence-based adult-youth relationships to foster social-emotional well-being (Surgeon General, 2021) and integrates harm reduction strategies to equip families with knowledge and skills to support youth navigating substance use, promoting open communication and reducing stigma. A recent Surgeon General's report emphasizes the need for family-focused youth programs, given parental stress, financial strain, and isolation, which increase risks for children (Surgeon General, 2024). RSN serves as a vital community hub, connecting youth and families to resources, building resilient relationships, and fostering healthy development.

RSN provides individual skill-building utilizing 1:1 mentoring to youth (13-20) in Orange County impacted by or at-risk for substance use, and their families and collaborates with other mentoring programs matching youth with appropriate programs and sharing resources. RSN's one-to-one mentoring approach cultivates a strong sense of belonging, nurtures healthy relationships, and activates positive community involvement by fostering supportive adult partnerships, collaborative goal setting, and wellness action plans that build on inherent resilience. In addition, RSN expands access to enriching opportunities for both participants and their caregivers and collaborates with local youth-serving organizations, court counselors, and families to provide comprehensive wraparound support that amplifies existing strengths.

Grounded in SAMHSA best practices, RSN's evidence-based program recognizes and empowers youth to identify their aspirations and build upon their existing capabilities through a participant-centered approach. Mentors are expertly trained to recognize and nurture youth strengths, utilizing: SAMHSA CORE Competencies (recovery-oriented, person-centered, voluntary, relationship-focused, and trauma-informed practices), active and compassionate listening, SMART goal setting, and motivational interviewing skills that unlock potential (Substance Abuse and Mental Health Services Administration, 2023). Mentors provide at least two hours of individualized skill-building based mentorship weekly for up to 16 weeks, focused on SAMHSA's 8 Dimensions of Wellness, investing in youth capabilities to achieve their goals and further develop their agency. RSN mentors use self-disclosure, empathy, and acceptance, drawing on lived experience and community knowledge to build trust and navigate sensitive topics, fostering authentic connections and illuminating pathways to successful transformation.

Our program is participant-centered, ensuring trauma-informed care, and dismantling systemic barriers that limit opportunity. Prioritizing anti-racist practices, RSN actively cultivates community support through genuine and caring interactions that affirm inherent worth. Through youth-focused mentoring, RSN strengthens belonging, acceptance, and adult-youth connections, building a foundation for thriving.

**B. Project Description and Program Sustainability** (28 points, page limit: not to exceed 3 pages)

Since 2019, RSN has become a vital resource for youth and emerging adults, receiving 200 referrals for one-to-one mentoring or Life Skills support groups, demonstrating the community's trust in our services. To date, 136 young people have actively engaged in our programs, with roughly half benefiting from individualized mentoring and the other half participating in peer-led Life Skills groups. This impact stems from strong partnerships, with most referrals coming from Juvenile Crime Prevention Councils and other youth-focused organizations. Of 165 participants with demographic data, 63.64% identify as male, 36.75% as female, and 0.61% did not disclose their gender identity; over three-quarters (77.9%) identify as BIPOC. These young people demonstrate remarkable resilience despite significant challenges: 75.4% navigate mental health concerns, 61.1% face substance use challenges, 55.6% have experienced trauma, 44.4% have justice system involvement, and 69.4% experience family conflict. Participants in our skill-building program receive an average of 5.25 months of consistent one-to-one support, working weekly with their mentors to build skills, explore wellness, develop positive intentions, and achieve goals related to school/employment (63.1%), self-care (45.8%), and relationships (46.5%).

RSN is experiencing significant growth in Orange County, on pace to serve twice as many youth this year. Since July 2024, we've received 25 referrals and supported 13 participants in Individual Skill Building activities. This growth reflects our model's success and the urgent need for our services. RSN is also dedicated to increasing language access with bilingual staff and mentors. Original funding to develop RSN's unique youth-focused program model utilizing specially trained mentors to provide support came through a SAMHSA "Building Communities of Recovery" grant and our work has continued over the years to be supported by local, state and foundation grants including the Orange Count JCPC, OC Outside Agencies, Oak Foundation and Blue Cross Blue Shield Foundation of the Carolinas to name a few of our continued supporters.

During the proposed grant period between July 1, 2025 and June 30, 2026, we will enhance programming by integrating harm reduction principles and providing overdose prevention training to staff and mentors in addition to continuing to implement our Family Resilience framework. RSN seeks support for program support staff dedicated to intake, training and supervising mentors in harm reduction, and onboarding up to seven new mentors throughout the 2025/26 program year in addition to funds for direct service of our mentors. In turn, our specially trained and supervised mentors will engage 18 at-risk youth and, or youth engaged in substance use, in at least 2 hours of individual mentoring over 16 weeks, creating a safe environment focused on emotional well-being, understanding substance use, and developing harm reduction strategies. This approach prioritizes minimizing harm and stigma. RSN requests funding to support mentors as independent contractors, providing them with valuable training and

professional development opportunities in the healthcare and recovery field. This investment will benefit mentors directly and strengthen our community's ability to address the growing crisis of inadequate mental health and substance use support—a crisis intensified by systemic inequities.

**C. Equity Impact** (8 points, page limit: not to exceed  $\frac{3}{4}$  page)

The Reintegration Support Network (RSN) was born out of tragedy but fueled by hope. When 18-year-old Matt McQuiston tragically died from a drug overdose after months of treatment, Matt's family and friends established a memorial fund to provide necessary support systems. The aim of this fund was to prevent similar devastation to the lives of other youth and their families. Since RSN's inception, its purpose has been to interrupt the systemic barriers that youth and their families experience when accessing mental health and substance use services. Centering racial equity, RSN employs inclusive practices that recognize systemic pressures, creating opportunity gaps for under-resourced youth, particularly youth of color. Leveraging a mentoring model with adults who possess lived experience, RSN builds supportive communities; communities designed to embrace, inspire, and empower young people. This approach ensures culturally responsive services, addressing the root causes of racial injustice and fostering a more just and equitable system where all youth, especially those from minority populations, can thrive and avoid tragedies like Matt's.

RSN directly addresses health inequities by serving youth disproportionately impacted by systemic barriers to mental health and substance use treatment, particularly youth of color and those involved in the juvenile justice system. Recognizing that poverty and social identities compound these challenges, RSN provides culturally responsive, person-centered services. Our harm reduction philosophy prioritizes the safety and dignity of youth and families, moving beyond punitive approaches to substance use. We specifically target disparities in access to care by offering free services and online resources for uninsured/underinsured families. Our mentors address social determinants of health, such as transportation barriers, by connecting families to local resources and facilitating access to enrichment activities. This ensures that youth, especially in rural areas, can access essential services and opportunities.

**D. Organizational Readiness** (20 points, page limit: not to exceed 3 pages)

In 2019, RSN developed a unique mentoring model for youth, utilizing trained paraprofessional mentors with lived experience to provide support services to young people impacted by mental health challenges, substance use, and/or justice involvement. This innovative approach leverages the power of shared experience to build trust and connection, offering youth a unique form of support from individuals who understand their struggles. RSN began implementing its programming through a three-year partnership funded by a Substance Abuse and Mental Health Services Administration (SAMHSA) "Building Communities of Recovery" (BCOR) grant.<sup>1</sup> This initial funding provided crucial support for program development and implementation. Although BCOR grant funding ended in July 2022, RSN has demonstrated its sustainability by continuing to provide high-quality, culturally responsive services that support

the social and emotional well-being of youth. This commitment to continuity underscores RSN's dedication to the youth it serves.

The past six years have also allowed RSN to cultivate and solidify crucial community-based partnerships and project collaborations with numerous youth-serving organizations. Most recently, RSN staff and our mentor collaborated with youth-serving organizations Grow Your World, Boomerang and Alliance Health to provide comprehensive wrap-around services to an RSN participant in need of housing, substance use and mental health interventions. Other collaborations have been essential to adapting and expanding RSN's reach and impact. For example, RSN has partnered with El Futuro and El Centro Hispano to culturally adapt its programming to meet the unique needs of Latinx youth, ensuring that these young people receive culturally competent and linguistically appropriate support. RSN has also facilitated skill-building groups within Orange County at Boomerang and United Voices of Efland-Cheeks, further extending its service delivery network and reaching youth in diverse community settings.

Beyond direct programming, RSN actively participates in numerous coalitions focused on improving the mental and behavioral health of youth. These include the Orange County System of Care Collaborative, the Orange Partnership for Alcohol and Drug Free Youth, the Durham/Orange Juvenile Justice Behavioral Health Coalition, and the Orange County Juvenile Crime Prevention Council. RSN's involvement in these collaborative efforts demonstrates its commitment to a systems-level approach to addressing youth needs. Current funding from the BCBS Foundation of the Carolinas, the Oak Foundation, and Orange County's Juvenile Crime Prevention Council has enabled RSN to solidify its original program model and ensure its continued operation. Furthermore, RSN successfully completed the reporting requirements for its 2024 Orange County Opioid Settlement award, demonstrating its accountability and responsible stewardship of funds. RSN has also successfully passed both one-year and three-year Orange County JCPC programming monitoring and financial audit reviews, further reinforcing its commitment to operational excellence and fiscal responsibility. This diverse funding portfolio and demonstrated compliance reflect the community's recognition of RSN's value and the effectiveness of its programs.

**E. Evidence of Collaborations/Partnerships** (10 points, page limit: not to exceed 1 ¼ pages)

RSN prioritizes collaboration, recognizing its crucial role in providing comprehensive support to youth and families. We have a strong history of building and maintaining community partnerships, and we are committed to both strengthening existing collaborations and forging new ones. For example, RSN staff and mentors recently collaborated with Grow Your World, Boomerang, and Alliance Health to provide wraparound services, including

housing, substance use, and mental health interventions, to a participant in need. Our partnerships with El Futuro and El Centro Hispano have enabled us to culturally adapt our programming for Latinx youth, ensuring culturally competent and linguistically appropriate support. Furthermore, our collaboration with Boomerang and United Voices of Efland-Cheeks to facilitate skill-building groups demonstrates our commitment to reaching youth in diverse community settings.

While other mentoring programs exist in Orange County, RSN's program is uniquely designed for youth currently using substances, those with a history of substance use, and/or those at risk due to mental health challenges or justice involvement. Our mentors receive specialized training in evidence-based practices to support these youth for four months, focusing on goals to improve emotional well-being and linking them to community resources. RSN actively collaborates with other mentoring programs to ensure youth are matched with the most appropriate services, creating a coordinated and efficient system of support.

RSN is actively expanding its collaborative network. In September, we partnered with the ArtsCenter in Carrboro to launch family-centered enrichment activities. This initial event, which included a 3-D printing activity and separate discussions with youth and families to gather input for our advisory committee, engaged four youth and their families and mentors. We are building on this momentum with planned enrichment activities, including a five-week cooking class with Mel's in Carrboro culminating in a community meal prepared by the youth, and a community dialogue with youth and families at Beautiful Together Animal Sanctuary in Chapel Hill. These activities not only provide enriching experiences but also serve as opportunities to engage new stakeholders and strengthen existing relationships. RSN's referral network is broad and includes Orange County's DJJ counselors; District Court staff; clergy; Youth Deflection Program; mental health professionals; Multi-Purpose Home Services; law enforcement; school staff and resource officers; self-referrals; Teen Court; camp staff; the Orange County Department of Social Services; truancy court; substance use treatment and recovery programs; participants in the Juvenile Justice Behavioral Health partnership; members of the Orange County Juvenile Crime Prevention Council; youth-serving community-based partners; and parents. We will continue to cultivate relationships with these existing referral sources and actively seek new partnerships to ensure comprehensive wraparound support for youth and families. By strengthening existing collaborations and engaging new stakeholders, RSN aims to create a more integrated and responsive system of care for youth in Orange County.

**F. Performance Measures and Program Evaluation** *(18 points, page limit: not to exceed 1 page)*

RSN measures program success through a multi-faceted evaluation process incorporating both qualitative and quantitative data. To track improvements in participants' perceived emotional well-being and personal relationships, youth complete an eight-dimension wellness assessment at intake and monthly thereafter. This data demonstrates changes in the key elements of SAMHSA's 8 Dimensions - emotional, physical, occupational, social,

spiritual, intellectual, environmental, and financial wellness. RSN also monitors participants' community involvement and engagement through mentor interaction logs and consistent communication between program staff, participants and their parents/guardian. These data points are used to evaluate progress toward our short-term outcomes: increased youth connection, support for healthy relationships, enhanced positive engagement, and improved emotional well-being, coping skills, and agency—all of which contribute to improved overall well-being. Through these outcomes, RSN programming contributes to breaking cycles of stress and building healthier, more resilient youth, families, and communities by strengthening relationships and providing access to essential support.

This grant will significantly enhance RSN's support for youth and families impacted by substance use. Key goals include: 1) Increasing staff knowledge and skills in youth-centered harm reduction strategies, youth-tailored drug education, and overdose prevention. 2) Deepening the integration of harm reduction principles into RSN's programming, ensuring increased access to overdose prevention resources, especially in rural communities. 3) Fostering community understanding that substance use is a complex issue requiring a collaborative approach that prioritizes youth and family well-being. 4) Raising awareness of how societal and racial inequities increase vulnerability to substance use. Achieving these goals will empower youth and families to navigate challenges and improve their emotional well-being.

## A. Business Associate Addendum

THIS ADDENDUM is made this \_\_\_\_ day of Click or tap here to enter text., 20Click or tap here to enter text. to a contractual arrangement between the parties (“Agreement”).

WHEREAS **Orange County** is itself a Covered Entity, as that term is defined in HIPAA and will be referred to as “Covered Entity”; and

WHEREAS, Click or tap here to enter text. is, or may be, a Business Associate of Covered Entity and will be referred to as “Business Associate”; and

WHEREAS, Business Associate performs certain services on behalf of or for Covered Entity that require the exchange of information about patients that is protected by the Health Insurance Portability and Accountability Act of 1996, as amended, and the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164 (collectively “HIPAA”).

NOW, THEREFORE, the parties to the Agreement are entering into this Addendum to establish the responsibilities of both parties regarding HIPAA-covered information and to bring the Agreement into compliance with HIPAA.

### I. DEFINITIONS

Except as otherwise defined herein, terms used in this Addendum shall have the same meaning as the terms are defined in HIPAA.

### II. OBLIGATIONS OF BUSINESS ASSOCIATE

To comply with the Privacy, Security, and Breach Notification obligations imposed by HIPAA, Business Associate agrees to:

#### A. Privacy and Security Obligations:

1. Not use nor disclose information other than as permitted or required by the Agreement, this Addendum or as required by law.
2. Use appropriate safeguards to prevent use or disclosure of the information other than as provided for by the Agreement and this Addendum.
3. Comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI (protected health information) to prevent use or disclosure of PHI other than as provided for by the Agreement.
4. Report to Covered Entity any use or disclosure of the information not provided for by the Agreement of which Business Associate becomes aware, including breaches of Unsecured PHI as required by 45 CFR 164.410.
5. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agents or subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree, in writing, to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

6. Make available PHI in a designated set record set to Covered Entity upon request within three (3) working days as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524. If Business Associate receives a request for access directly from the individual, then Business Associate will forward the individual's request to Covered Entity within three (3) working days to be fulfilled by Covered Entity.
7. If Business Associate receives a request pursuant to 45 CFR 164.526 to make any amendment(s) to PHI in a designated record set directly from the individual, then Business Associate will forward the individual's request to Covered Entity within three (3) working days to be fulfilled by Covered Entity.
8. Maintain and make available upon request within three (3) working days the information required to provide an accounting of disclosures to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528. If Business Associate receives a request to provide an accounting of disclosures directly from the individual, then Business Associate will forward the individual's request to Covered Entity within three (3) working days to be fulfilled by Covered Entity.
9. Make its internal practices, books, and records relating to the use of PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary of DHHS and Covered Entity for purposes of determining compliance with HIPAA.
10. To the extent practicable, mitigate any harmful effects that are known to Business Associate of a use or disclosure of PHI or a breach of Unsecured PHI in violation of this Addendum.
11. Use and disclose an individual's PHI only if such use or disclosure is in compliance with the applicable requirements of 45 CFR 164.504(e) and the terms of this Addendum.
12. Refrain from exchanging any PHI with any entity of which Business Associate knows of a pattern of activity or practice that constitutes a breach as defined by North Carolina State Law, HIPAA, or this Addendum.
13. To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).

**B. Breach Notification:**

In the event that Business Associate discovers any use or disclosure of PHI not provided for by the Agreement, including breaches of Unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware, Business Associate agrees to take the following measures within three (3) working days after Business Associate first becomes aware of the incident:

1. To notify Covered Entity of any incident involving the acquisition, access, use or disclosure of Unsecured PHI in a manner not permitted under 45 CFR Part E. Such notice by Business Associate shall be provided without unreasonable delay, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. For purposes of clarity for this provision, Business Associate must notify Covered Entity of any such

incident within the above timeframe even if Business Associate has not conclusively determined within that time that the incident constitutes a breach as defined by HIPAA. For purposes of this Addendum, Business Associate is deemed to have become aware of the breach as of the first day on which such breach is known or reasonably should have been known to such entity or associate of Business Associate, including any person, other than the individual committing the breach, that is an employee, officer or other agent of Business Associate or an associate of Business Associate.

2. To include in the above-described notification the names of the individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a breach.
3. To provide a draft letter to Covered Entity to utilize to notify the individuals that their Unsecured PHI has been, or is reasonably believed to have been, the subject of a breach. The draft letter must include, to the extent possible:
  - a. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
  - b. A description of the types of Unsecured PHI that were involved in the breach (such as full name, Social Security Number, date of birth, home address, account number, disability code, or other types of information that were involved);
  - c. Any steps the individuals should take to protect themselves from potential harm resulting from the breach;
  - d. A brief description of what Covered Entity and Business Associate are doing to investigate the breach, to mitigate losses, and to protect against any further breaches; and
  - e. Contact information for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an email address, web site, or postal address.

### III. TERMINATION

- A. This Addendum will terminate automatically, without further action by either party, upon termination of the Agreement to which it is attached.
- B. Covered Entity may terminate this Addendum if Covered Entity determines that Business Associate has violated a material term of the Agreement or this Addendum.
- C. Upon Covered Entity's gaining knowledge of a breach, as defined by North Carolina State Law or HIPAA, by Business Associate or any of its agents or subcontractors, of the Agreement or this Addendum, Covered Entity shall either:
  1. Provide an opportunity for Business Associate to cure the breach or end the violation, and if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, terminate this Addendum and the attached Agreement; or
  2. Immediately terminate this Addendum and the attached Agreement if either has been breached by a Business Associate, and a cure is not possible.
- D. In situations where it is not practicable to terminate this Agreement, Covered Entity shall report Business Associate's breach as defined by North Carolina State Law or HIPAA to the Secretary of DHHS, and continue under the existing arrangement with Business

Associate until a reasonable alternative becomes available, or until directed by the Secretary of DHHS to terminate the Agreement.

- E. At termination of the attached Agreement and this Addendum, or upon request of Covered Entity, whichever occurs first, Business Associate shall:
  - 1. If feasible, return or destroy all PHI that Business Associate still maintains in any form, received from Covered Entity or created, maintained or received by Business Associate on behalf of Covered Entity. Business Associate shall only destroy PHI with the written approval of Covered Entity. After return or destruction, Business Associate shall retain no copies of such information.
  - 2. If return or destruction is not feasible, Business Associate will provide Covered Entity with documentation explaining the reason it is not feasible. If the PHI is not returned or destroyed, Business Associate will extend the protection of this Addendum to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.
- F. The obligations of Business Associate under this Addendum shall survive the expiration, termination or cancellation of the attached Agreement and this Addendum, and shall continue to bind Business Associate, its agents, employees, contractors, successors and assigns, as set forth herein.
- G. Business Associate shall indemnify Covered Entity for costs associated with any incident involving the acquisition, access, use or disclosure of Unsecured PHI by Business Associate, any agent or subcontractor, in a manner not permitted under 45 CFR Subpart E.

#### IV. MISCELLANEOUS

- A. All PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Addendum.
- B. In the event of an inconsistency between the provisions of this Addendum and the mandatory provisions of HIPAA, as amended, HIPAA shall control. Where provisions of this Addendum are not included as mandated provisions in HIPAA, but are nonetheless permitted by HIPAA, the provisions of this Addendum shall control.
- C. Except as expressly stated herein or in HIPAA, the parties to this Addendum do not intend to create any rights in any third parties.
- D. This Addendum may be amended or modified only in writing signed by the parties. No party may assign its rights or obligations under this Addendum without the prior written consent of the other party. None of the provisions of this Addendum are intended to create, nor will they be deemed to create, any relationship between the parties other than that of independent parties, contracting with each other solely for the purpose of effecting the provisions of this Addendum and any other agreements between the parties concerning their business relationship.
- E. This Addendum will be governed by the laws of the State of North Carolina, venue **Orange County.**

- F. No change, waiver, or discharge of any liability or obligation hereunder on any one or more occasion shall be deemed a waiver of performance of any continuing obligation, or prohibit enforcement of any obligation, on any other occasion.
- G. In the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of PHI that are more restrictive than the provisions of this Addendum, the provisions of the more restrictive documentation will control.
- H. In the event that any provision of this Addendum is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Addendum shall remain in full force and effect.
- I. Headings in this Addendum are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.
- J. A reference in this Addendum to a section in HIPAA means the section as in effect or as amended.
- K. Any ambiguity in this Addendum shall be interpreted to permit compliance with HIPAA.
- L. Business Associate will not use an agent or subcontractor without written agreement by Covered Entity.

IN WITNESS WHEREOF, the parties have hereunto executed this Business Associate Addendum on the day and year first written above.

**Orange County**

By: \_\_\_\_\_  
**[County Manager name], Orange County Manager**

ATTESTED: \_\_\_\_\_

BUSINESS ASSOCIATE

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTESTED: \_\_\_\_\_