BOARD OF COUNTY COMMISSIONER'S MEETING

Monday, July 6th, 2021

224 Seminary Street

Kenansville, NC 28349

6:00 p.m. Meeting Called to Order

Invocation

Pledge of Allegiance

Approval of Meeting Agenda

Approval of Minutes - Regular Meeting held on June 21st, 2021 **(A)**

REGULAR MEETING AGENDA

CONSENT AGENDA

1. Budget Amendment Journal Entry Report **(B)**
2. Tax and Solid Waste Releases- # 18516-18540 **(C)**
3. Continuation of Agreement for Management of Duplin County Events Center between Duplin County and the Duplin County Tourism Development Authority **(D)**
4. Acceptance and budgeting of $5,000 in BAND-NC Grant funds for the Duplin County Library **(E)**

ITEMS TO BE MADE PART OF MINUTES

- Administrative Budget Amendment Journal Entry Report **(F)**

REGULAR AGENDA ITEMS OF BUSINESS

6:05 p.m. Public Comments (limited to three (3) minutes per speaker)

6: 10 p.m. Melissa Kennedy, E-911 Addressing
Request a Public Hearing be Scheduled Regarding the Naming of a Lane **(G)**
Conduct a Public Hearing Regarding the Naming of a Lane **(H)**

6:15 p.m. Joe McKemey, PE, McDavid Associates, Inc.
Request Authorization and Approval to use American Rescue Plan Act Funds for Water Dept. SCADA System Improvements **(I)**
Approval of Close Out Documents Regarding Water Dept. Golden LEAF Generator Project **(J)**

6:25 p.m. Brandon McMahon, Director of Emergency Medical Services
Request Approval of Contracts for Reimbursement of EMS Transports as a Result of Medicaid Transformation **(K)**

6:30 p.m. Tracy Chestnutt, Finance Officer
Public Hearing to Accept Financing from Tri-County EMC and Make Application to the Local Government Commission **(L)**

6:35 p.m. Joe Newburn, Animal Services
Contracts for Veterinarian Services **(M)**

6:40 p.m. Amanda Hatcher, Cooperative Extension Director
Request Permission to Supplemental Apply for a Grant to Support Duplin County 4-H Prevention **(N)**

6:45 p.m. Gary Rose, Tax Administrator
Sale of Surplus Property Parcel 09-2112 **(O)**
Agreement with Town of Wallace for the Collection of Taxes **(P)**

REPORTS (Q)
Cooperative Extensions—May 2021
Finance Reports—May 2021
Economic Development—June 2021

ADJOURN
The Board will adjourn until Tuesday, July 19th at 6:00 p.m. for a Board of County Commissioners meeting in the Duplin County Administrative Building located at 224 Seminary Street, Kenansville, NC.

BOARD OF COUNTY COMMISSIONER'S MEETING

Monday, July 6th, 2021

224 Seminary Street

Kenansville, NC 28349

INFORMATION BULLETIN

TO: Commissioner Branch
Commissioner Dowe
Commissioner Edwards
Commissioner Garner
Commissioner Thompson

FROM: Davis H. Brinson, County Manager/Clerk to the Board

DATE: July 6th, 2021

SUBJECT: Commissioner's Meeting

1. Meeting Called to Order by Chairman Edwards
2. Invocation given by _____
3. Pledge of Allegiance to the Flag of the United State of America
4. Approval of Agenda for tonight's meeting. Members of the Board and/or the County Manager/Clerk to the Board may request to make any changes or additions to the proposed agenda.

RECOMMENDATION: Motion to approve the meeting agenda.

Motion_____2nd_____For_____Against_____Carried_____

5. Approval of the minutes of the June 21st, 2021 meeting of the Board of Commissioners. **(A)**

RECOMMENDATION: Motion to approve the minutes of the July 21st, 2021 Board of Commissioners meeting as presented.

Motion_____2nd_____For_____Against_____Carried_____

REGULAR MEETING AGENDA

CONSENT AGENDA

1. Budget Amendment Journal Entry Report **(B)**
2. Tax and Solid Waste Releases- # 18516-18540 **(C)**
3. Continuation of Agreement for Management of Duplin County Events Center between Duplin County and the Duplin County Tourism Development Authority **(D)**
4. Acceptance and budgeting of $5,000 in BAND-NC Grant funds for the Duplin County Library **(E)**

RECOMMENDATION: Motion to approve the consent agenda.

Motion_____2nd_____For_____Against_____Carried_____

ITEMS TO BE MADE PART OF MINUTES

- Administrative Budget Amendment Journal Entry Report **(F)**

AGENDA

1. Public Comments (limited to three (3) minutes per speaker)

2. Melissa Kennedy, E-911 Addressing Coordinator, will appear before the Board to request a public hearing be scheduled on August 2nd, 2021 regarding a request from Joan Savage Williams to name a lane off of Providence Church Road; Teachey, N.C.; Rockfish Township: Savage Family Lane. **(G)**

   REQUESTED ACTION: Motion to approve the request to schedule a public hearing on August 2nd, 2021 regarding a request from Joan Savage Williams to name a lane off of Providence Church Road; Teachey, N.C.; Rockfish Township: Savage Family Lane in accordance with the Duplin County Addressing and Road Naming Ordinance.

   Motion_____ 2nd_____ For_____ Against_____ Carried_____

3. Melissa Kennedy, E-911 Addressing Coordinator, will appear before the Board to conduct a public hearing regarding the naming of a lane off of Summerlin's Crossroads Road; Kenansville, NC in the Kenansville Township; Rancho Garcia Lane per a request from Ascension Garcia Cervantes and Felipa Garcia in accordance with the Duplin County Addressing and Road Naming Ordinance. **(H)**

   REQUESTED ACTION: Motion to open a public hearing to receive public comments on the naming of a lane.

   Motion_____ 2nd_____ For_____ Against_____ Carried_____

   Receive Public Comments (if any)

   REQUESTED ACTION: Motion to close the public hearing on the naming of a lane.

   Motion_____ 2nd_____ For_____ Against_____ Carried_____

   REQUESTED ACTION: Motion to approve the request from Ascension Garcia Cervantes and Felipa Garcia to name lane at 927 Summerlin's Crossroads Road; Kenansville, NC in the Kenansville Township; Rancho Garcia Lane in accordance with the Duplin County Addressing and Road Naming Ordinance.

   Motion_____ 2nd_____ For_____ Against_____ Carried_____

4. Joe McKemey, Project Engineer with McDavid Associates, Inc., will appear before the Board to request approval to use American Rescue Plan Act (ARPA) funds for the construction of SCADA Improvements for the Duplin County Water System and authorization for the Chairman to execute a Technical Services Agreement with the engineer. The Duplin County Water System SCADA system needs replacement. Project cost is estimated to be $1,621,000.00 as shown on attached cost estimate. We have attempted to

secure grant funding for this project in the past through the Drinking Water State Revolving Fund. McDavid Associates, Inc. has prepared a Technical Services Agreement with Duplin County, requiring execution, to perform engineering and construction administration services for this project. **(I)**

REQUESTED ACTION: Motion to approve Duplin County to commit to use American Rescue Act (ARPA) Funds for the construction of SCADA Improvements for the Duplin County Water System and authorization for the Chairman to execute a Technical Services Agreement with the engineer.

Motion_____ 2nd_____ For_____ Against_____ Carried_____

5. Joe McKemey, Project Engineer with McDavid Associates, Inc., will appear before the Board to request approval of the final adjusting change order and budget amendment for the Duplin County Golden LEAF Generator Project. Duplin County received grant funding from the Golden LEAF Foundation to emplace generators at three (3) well sites for the County Water System. The work for the project is substantially complete. A final adjusting change order (Change Order No. 1) is needed to close out the project. The change order is a deduct in the amount of $9,661.30 for a final construction amount of $261,183.70. A budget amendment is required to address the change order. This is not the final project budget. **(J)**

   REQUESTED ACTION: Motion to approve the Resolution Amending Capital Project Budget Ordinance regarding the Duplin County Golden LEAF Generator Project, which approves the change order and amends the project budget.

   Motion_____ 2nd_____ For_____ Against_____ Carried_____

6. Brandon McMahon, Director of Emergency Medical Services, will appear before the Board to present and request Board enter into five (5) agreements for EMS transport reimbursements that are necessary as a result of Medicaid Transformation. Effective July 1, 2021, approximately 63% of the NC Medicaid population will transition from traditional Medicaid coverage to one of the five Prepaid Health Plans (PHP): AmeriHealth Caritas North Carolina, Inc.; CBS of North Carolina; UnitedHealthcare of North Carolina, Inc.; WellCare of North Carolina, Inc.; Carolina Complete Health (Regions 3, 4 and 5). The remaining population will continue to be billed to Traditional Medicaid, with the largest of this group being Dual Eligible (Medicare Primary/Medicaid Secondary). Currently Duplin County receives about $97 an EMS transport for an individual that is on Medicaid. Through the direct payment with the PHP, EMS will receive in excess of $900 if the patient has switched over to one of the 5 PHPs. The agreements that are attached are with the 5 PHP. **(K)**

REQUESTED ACTION: Motion to approve to enter into the agreements with AmeriHealth Caritas North Carolina, Inc.; Blue Cross Blue Shield of North Carolina; UnitedHealthcare of North Carolina; Well Care of North Carolina, Inc.; and Carolina Complete Health on behalf of the Duplin County EMS as a result of Medicaid Transformation.

Motion_____ 2nd_____ For_____ Against_____ Carried_____

7. Tracy Chestnutt, Finance Officer, will appear before the Board to conduct a hold a public hearing to accept financing from the Tri- County EMC and make applications to the Local Government Commission. Duplin County is constructing a new animal care, control and adoption facility and is securing $1,300,000 in loans from Tri-County EMC. The County is required to hold a public hearing for public input on acceptance of financing and the Board is required to adopt a resolution authorizing the application to the Local Government Commission for approval of the financing. **(L)**

   REQUESTED ACTION: Motion to open a public hearing to receive public comments.

   Motion_____ 2nd_____ For_____ Against_____ Carried_____

   REQUESTED ACTION: Motion to close the public hearing to receive public comments.

   Motion_____ 2nd_____ For_____ Against_____ Carried_____

   REQUESTED ACTION: Motion to accept funding from Tri-County EMC in the amount of $1,300,000 in loans and to adopt a resolution to make application to the Local Government Commission for approval of financing for the Animal Care, Control and Adoption Facility.

   Motion_____ 2nd_____ For_____ Against_____ Carried_____

8. Mr. Joe Newburn, Animal Services Supervisor, will appear to present two (2) contracts for veterinarian services. The first contract is between Duplin County and Reagan Equine Associates of New Hanover County for large animals and the second is between Duplin County and the Warsaw Animal Hospital, PA for small animals. **(M)**

REQUESTED ACTION: Motion to approve the contract for veterinary services for large animals between Duplin County and Reagan Equine Associates of New Hanover County and the contract for small animals between Duplin County and the Warsaw Animal Hospital, PA for small animals for the period July 1, 2021 through June 30, 2022.

Motion_____ 2nd_____ For_____ Against_____ Carried_____

9. Amanda Hatcher, Cooperative Extension Director, will appear to request permission to apply for supplemental grant funding to extend support for the Duplin County 4-H Prevention Program. Cooperative Extension is seeking permission to apply for the Substance Abuse Prevention and Treatment (SAPT) Block Grant, which is being administered by the NC Department of Health & Human Services. The grant funding would extend an already existing county position, which is currently funded through Eastpointe at 29 hours/week, to a full time position. The supplemental grant's budget would include funding to extend the 29 hour/week work week for the current employee to 40 hours/week, provide benefits for a 40 hour/week and provide health insurance for the employee, as well as providing an increase toward expenses such as travel and supplies. The request will be for $22,000 per fiscal year and the grant would be required to be spent by March 2023. The application is due July 19, 2021 and notifications regarding funding will be sent by July 30, 2021. Cooperative Extension understands that although the employee is a county employee, the position may revert back to or remain a 29 hour/week if additional grant funds cannot be obtained since county funds will not be used as the supplement to full time. With the additional time added to the position, more of the following is expected to benefit the citizens of Duplin County; merchant education meant to reduce the incidence of underage sales of items such as tobacco and alcohol, youth education meant to reduce the incidence of drug, alcohol and tobacco use, and technical support meant to provide prevention information to community centers, schools, government agencies, and others. Cooperative Extension will prepare the grant application and the project would begin as early as August 2, 2021 if approved. **(N)**

   REQUESTED ACTION: Motion to allow and approve Cooperative Extension to apply for funding through the Substance Abuse Prevention and Treatment Block Grant to extend 4-H Prevention's ability to support Duplin County by going from a part time to a full time position, provided grant funds are available to fund the request and that it is understood that the position may revert back to or remain a 29 hour/week if additional grant funds cannot be obtained since county funds will not be used as the supplement to full time.

   Motion_____ 2nd_____ For_____ Against_____ Carried_____

10. Mr. Gary Rose, Tax Administrator, will appear before the Board to request the final sale of surplus property, Parcel # 09-2112, located on Pasture Branch Road; Island Creek Township. A final bid was submitted on June 9, 2021 in the amount of $1,600.00 from Talore Saron Denise Stokes and L'nette Sharone Stokes (mother and daughter) for this parcel of land Duplin County obtained through foreclosure on August 5th, 2019. This bid is less than the original bid amount of $2,556.00. The current tax value for this parcel is $7,700.00. The Board may accept this final bid and authorize the county attorney to prepare a deed for the transfer of the property or they may reject the bid. **(O)**

REQUESTED ACTION OPTION 1: Motion to accept the final bid of $1,600.00 for Parcel # 09-2112, located on Pasture Branch Road; Rose Hill, NC; Island Creek Township and authorize the county attorney to prepare a deed or the transfer of the property to Talore Saron Denise Stokes and L'nette Sharone Stokes (mother and daughter)

Motion_____ 2nd_____ For_____ Against_____ Carried_____

REQUESTED ACTION OPTION 2: Motion to reject the final bid of $1,600.00 for Parcel # 09-2112, located on Pasture Branch Road; Rose Hill, NC; Island Creek Township from Talore Saron Denise Stokes and L'nette Sharone Stokes (mother and daughter).

Motion_____ 2nd_____ For_____ Against_____ Carried_____

11. Mr. Gary Rose, Tax Administrator, will appear before the Board to request the Board enter into agreement for the collection of taxes for the Town of Wallace. **(P)**

REQUESTED ACTION: Motion to enter in to an interlocal agreement for the collection of taxes between the County of Duplin and the Town of Wallace.

Motion_____ 2nd_____ For_____ Against_____ Carried_____

REPORTS (Q)
Cooperative Extensions—May 2021
Finance—May 2021
Economic Development—June 2021

ADJOURN

The Board will adjourn until Tuesday, July 19th at 6:00 p.m. for a Board of County Commissioners meeting in the Duplin County Administrative Building located at 224 Seminary Street, Kenansville, NC.

Motion_____ 2nd_____ For_____ Against_____ Carried_____

AGENDA

BOARD OF COUNTY COMMISSIONER'S MEETING

Monday, June 21st, 2021

225 Seminary Street

Kenansville, NC 28349

The Duplin County Board of Commissioners met at 6:00 p.m. on Monday, June 21st, 2021 in the Commissioners Room located at 225 Seminary Street, Kenansville, NC.

Present: Commissioners: Jesse Dowe, Dexter Edwards, Elwood Garner and Kennedy Thompson.

Present via Phone: Commissioner Wayne E. Branch.

Also Present: Mr. Davis H. Brinson, County Manager/Clerk to the Board; Mr. Tim Wilson, County Attorney; Ms. Tracy Chestnutt, Finance Officer, and Mrs. Trisha-Ann Hoskins, Administrative Officer.

Call to Order

The meeting was called to order by Chairman Edwards.

Invocation and Pledge of Allegiance

Invocation was given by Commissioner Kennedy Thompson. The Board then led those in attendance in the pledge of allegiance to the flag of the United States of America.

Approval of the Meeting Agenda

Chairman Edwards asked if the members of the Board approved of the proposed meeting agenda and if any member or the County Manager/Clerk to the Board wished to make any changes or additions to the agenda. No changes were requested.

Motion was made by Commissioner Garner, seconded by Commissioner Thompson, carried unanimously to approve the June 21st, 2021 meeting agenda.

Approval of the Minutes – Governing Body

Motion was made by Commissioner Thompson, seconded by Commissioner Dowe, carried unanimously to approve the minutes of the June 7th, 2021 meeting of the Board of Commissioners.

CONSENT AGENDA

Approval of the Consent Agenda

Motion was made by Commissioner Thompson, seconded by Commissioner Dowe, carried unanimously to approve consent agenda, which included the following: Budget Amendment Journal Entry Report; and Tax and Solid Waste Releases - #18492-18515; Re-Appointment of Com. Dexter Edwards, Mr. Roger Davis and Mr. Ricky Kennedy to the Duplin County Airport Commission; Acceptance of Funds and approval of Grant Agreement for FY22 Federal and State Community Transportation Funding (5311 CTP Grants) for both Administrative and Capital on behalf of the Duplin County Public Transportation Department; and Bad Debt & Deceased Write off for Duplin County Health Department .

ITEMS TO BE MADE PART OF MINUTES

Annual Lease for Juniper Community Center between Faison Community Action Club, Inc. and Duplin County; Flood Buyout Property Lease and Maintenance Agreement between Duplin County and Hardy R. Parker, Jr.; Administrative Budget Amendment Journal Entry Report

REGULAR MEETING AGENDA

Public Comments

No Public Comments

End Public Comments

Melissa Kennedy, E-911 Addressing Coordinator, appeared before the Board to conduct a public hearing regarding a request from Louis J. Ellis to name a lane off of Lester Houston

Road (SR 1719); Pink Hill, NC; Limestone Township; Kinsey Haynes Lane in accordance with the Duplin County Addressing and Road Naming Ordinance.

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously to open a public hearing to receive public comments on the request from Louis J. Ellis to name a lane; Kinsey Haynes Lane.

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously to close the public hearing to receive public comments on the request from Louis J. Ellis to name a lane; Kinsey Haynes Lane.

Motion was made by Commissioner Thompson, seconded by Commissioner Dowe, carried unanimously to approve the request from Louis J. Ellis to name a lane off of Lester Houston Road; Pink Hill, NC; Limestone Township; Kinsey Haynes Lane in accordance with the Duplin County Addressing and Road Naming Ordinance.

Melissa Kennedy, E-911 Addressing Coordinator, appeared before the Board to request a public hearing be scheduled in accordance with the Duplin County Addressing and Road Naming Ordinance on July 19th, 2021 to receive public comments regarding a request from Kristin Ovanek to name a lane off of Cabin Lake Road; Pink Hill, NC; Smith Township: Peghorn Lane.

Motion was made by Commissioner Thompson, seconded by Commissioner Dowe, carried unanimously to approve the request to schedule a public hearing on July 19th, 2021 to receive public comments regarding a request from Kristin Ovanek to name a lane off of Cabin Lake Road; Pink Hill, NC; Smith Township: Peghorn Lane in accordance with the Duplin County Addressing and Road Naming Ordinance.

Davis H. Brinson, County Manager/ Clerk to the Board, appeared before the Board to request the Board adopt the Duplin County Fiscal Year (FY) 2021-22 Budget Ordinance. The Fiscal Year 21-22 General Fund Budget of $61,406,178 is in balance with the Tax rate of $.715 per $100 of assessed valuation plus a $.02 per $100 assessed valuation to be placed in a capital reserve fund for a total tax rate of $.735. The enterprise funds and other special funds are also in balance. The appropriation from the Fund Balance of the General Fund is $2,292,787. The amount we are budgeting from fund balance for FY 21-22 is $74,967 less than was appropriated in FY 20-21.

Motion was made by Commissioner Garner, seconded by Commissioner Thompson, carried unanimously to adopt the Duplin County Fiscal Year (FY) 2021-22 Budget Ordinance.

Davis H. Brinson, County Manager/ Clerk to the Board, appeared before the Board to request the reappointment of Dr. Shannon Jennings to the James Sprunt Community College Board of Trustees. The chairman and County Manager have received a letter from Mrs. Anita Powers, Chair of the James Sprunt Community College (JSC) Board of Trustees and Dr. Jay Carraway, President of JSCC, requesting that Dr. Shannon Jennings be re-appointed as a member of the JSCC Board of Trustees for another four (4) year term beginning July 1, 2021 and ending June 30, 2025.

Motion was made by Commissioner Thompson, seconded by Commissioner Garner, carried unanimously to reappoint Dr. Shannon Jennings as a member of the James Sprunt Community College Board of Trustees for a four (4) year term beginning July 1st, 2021, and ending June 30th, 2025.

Elizabeth Stalls, County Planner, appeared before the Board to request that the contract be awarded to bidders, Rick Bostic Construction & Demolition Inc. The Hazard Mitigation Grant Program for Hurricane Matthew (HMGP) has acquired the property at 251 Jimmy Tate Williams Road as a Hurricane Matthew buyout. The demolition and clearing services to demolish the structures on the property was properly bid out by the program consultant. Attached is the bid proposal package, distribution list, and tabulation sheet for the bids received. It is recommended by the consultant that the low bidder be selected, Rick Bostic Construction & Demolition, Inc. from Kinston, per their low bid of $6,200.00. The consultant has worked with Rick Bostic Construction in previous projects and has stated they are qualified to perform the work.

Motion was made by Commissioner Garner, seconded by Commissioner Thompson, carried unanimously to award bid to Rick Bostic Construction & Demolition Inc. for the demolition/clearance of the property at 251 Jimmy Tate Williams Road as part of the Hazard Mitigation Grant Program Hurricane Matthew buyout project.

Elizabeth Stalls, County Planner, appeared before the Board to request that the Board vote to opt in or out of the NC Emergency Management State-Centric Model for Hazard Mitigation Grant Program DR-4393. This matter was first brought to the Board of County Commissioners at the May 3, 2021, meeting; however, due to additional information received since that meeting and upon further consideration by county leadership, it has been requested that the board revisit the matter. A chart outlining the primary differences based on FAQs about county-centric versus state-centric models is attached. Steve McGugan was asked via email to answer the FAQs on behalf of NCEM; however, no response was received as of the agenda deadline. The assumed answers in state-centric column of the chart are provided based on NCEM documentations and conversations with staff. Background on the state-centric model North Carolina Emergency Management (NCEM), Hazard Mitigation (HM) Section has proposed the Hazard Mitigation Grant Program (HMGP) State Centric work plan for DR4393 (Hurricane Florence), DR-4412 (Tropical Storm Michael) and DR44-65 (Hurricane Dorian). A state-centric work plan shifts the program to have the state to serve as the applicant and sub-applicant for all HM grants instead of the county serving as the sub-applicant. Each county participating in a current HMGP program must select to opt-in or opt-

out according to the conditions in attachment two. Duplin County will need to decide whether to opt-in to the state centric work plan or opt-out to continue the program as it has been managed up to this point.

Motion was made by Commissioner garner, seconded by Commissioner Thompson, carried unanimously to opt-out on the State Centric Election Form and to authorize the County Manager, as the Sub-Applicant Designated Agent, to sign the State Centric Election Form confirming Duplin County's selection.

Motion was made by Commissioner Thompson, seconded by Commissioner Garner, carried unanimously to go into closed session pursuant to N.C.G.S. 143-318.11 (a) (3) Legal Matters; and N.C.G.S. 143-318.11 (a) (4) Economic Development Matters.

Commissioner Thompson recused himself from closed session discussions on legal matters based on a conflict of interest.

Commissioner Garner stepped out of closed session at 6:47 P.M.

Commissioner Garner stepped back into closed session at 6:48 P.M.

Motion was made by Commissioner Garner, seconded by Commissioner Thompson, carried unanimously to go out of closed session and back into open session.

Mr. Gary Rose, Tax Administrator, appeared before the Board to request the final sale of surplus property, Parcel # 09-E294, located on Bay Road; Island Creek Township. A final bid was submitted on April 9, 2021 in the amount of $500.00 from Talore Saron Denise Stokes and L'nette Sharone Stokes (mother and daughter) for this parcel of land Duplin County obtained through foreclosure on April 9, 2014. This bid is less than the original bid amount of $2,310.00. The current tax value for this parcel is $1,200.00. The Board may accept this final bid and authorize the county attorney to prepare a deed for the transfer of the property or they may reject the bid.

Motion was made by Commissioner Dowe, seconded by Commissioner Thompson, carried unanimously to accept the final bid of $500 for Parcel # 09-E294, located on Bay Road; Island Creek Township and authorize the county attorney to prepare a deed for the transfer of the property to Talore Saron Denise Stokes and L'nette Sharone Stokes (mother and daughter).

Mr. Gary Rose, Tax Administrator, appeared before the Board to request the final sale of surplus property, Parcel # 09-E286, located off East Charity Road; Island Creek Township. A final bid was submitted on April 9, 2021 in the amount of $1,000.00 from Talore Saron Denise Stokes and L'nette Sharone Stokes (mother and daughter) for this parcel of land Duplin County obtained through foreclosure on August 22, 2013. This bid is less than the original bid amount of $4,868.00. The current tax value for this parcel is $7,600.00. The

Board may accept this final bid and authorize the county attorney to prepare a deed for the transfer of the property or they may reject the bid.

Motion was made by Commissioner Dowe, seconded by Commissioner Thompson, carried unanimously to accept the final bid of $1,000 for Parcel # 09-E286, located off East Charity Road; Island Creek Township and authorize the county attorney to prepare a deed for the transfer of the property to Talore Saron Denise Stokes and L'nette Sharone Stokes (mother and daughter).

Mr. Gary Rose, Tax Administrator, appeared before the Board to request the final sale of surplus property, Parcel # 01-E260, located off Wisteria Street in the Town of Warsaw, NC; Warsaw Township. A final bid was submitted on April 9, 2021 in the amount of $500.00 from Talore Saron Denise Stokes for this parcel of land Duplin County obtained through foreclosure on March 31, 2015. This bid is less than the original bid amount of $2,066.00. The current tax value for this parcel is $1,500.00. The Board may accept this final bid and authorize the county attorney to prepare a deed for the transfer of the property or they may reject the bid.

Motion was made by Commissioner Garner, seconded by Commissioner Dowe, carried unanimously to accept the final bid of $500 for Parcel # 01-E260, located off Wisteria Street in the Town of Warsaw, NC; Warsaw Township and authorize the county attorney to prepare a deed of the transfer of the property to Talore Saron Denise Stokes.

Motion was made by Commissioner Thompson, seconded by Commissioner Dowe, carried unanimously to adjourn the meeting until Monday, July 6th at 6:00 P.M. in the Duplin County Administrative Building located at 224 Seminary Street, Kenansville, NC.

Davis H. Brinson
Clerk to the Board

AGENDA

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	12	594	BUA	06/28/2021	06/28/2021	070621	chelsey.lanier	1	N	Hist	2021	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	7400	43520					T	REPAIRS & MAINTENANCE EQUIPME		5,225.00	
2	7400	43510					T	REPAIRS BUILDING AND GROUNDS	5,225.00		
3	7400	43520					T	REPAIRS & MAINTENANCE EQUIPME		6,000.00	
4	7400	43510					T	REPAIRS BUILDING AND GROUNDS	6,000.00		
5	4320	41966					T	INMATE HOUSING COUNTY		5,200.00	
6	4310	43210					T	TELEPHONE	3,000.00		
7	4312	40182					T	RETIREMENT	200.00		
8	4312	40183					T	HOSPITAL INSURANCE	200.00		
9	4317	40182					T	RETIREMENT	1,200.00		
10	4320	43210					T	TELEPHONE	600.00		
								** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	12	604	BUA	06/29/2021	06/29/2021	070621	chelsey.lanier	1	N	Hist	2021	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	5600	43110					T	TRAVEL		597.79	
2	5600	43003					T	OFFICE MACHINE RENTAL	597.79		
								** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	12	621	BUA	06/29/2021	06/29/2021	070621	chelsey.lanier	1	N	Hist	2021	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	12	621	BUA	06/29/2021	06/29/2021	070621	chelsey.lanier	1	N	Hist	2021	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	4210	44300					T	RENT		5,000.00	
2	4260	43520					T	REPAIRS & MAINTENANCE EQUIPME		2,401.00	
3	4210	43910					T	ADVERTISING	111.00		
4	4110	40183					T	HOSPITAL INSURANCE	1,990.00		
5	4110	43110					T	TRAVEL	100.00		
6	4230	40181					T	SOCIAL SECURITY	200.00		
7	4230	40183					T	HOSPITAL INSURANCE	1,000.00		
8	4260	43510					T	REPAIRS BUILDING AND GROUNDS	4,000.00		
								** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	12	622	BUA	06/29/2021	06/29/2021	070621	chelsey.lanier	1	N	Hist	2021	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	4140	43300					T	UTILITIES		100.00	
2	4140	43510					T	REPAIRS BUILDING AND GROUNDS	100.00		
3	4330	43300					T	UTILITIES		200.00	
4	4330	43210					T	TELEPHONE	200.00		
5	4340	40183					T	HOSPITAL INSURANCE		150.00	
6	4340	42724					T	CREDIT CARD CHARGES	150.00		
7	4370	44910					T	DUES AND SUBSCRIPTIONS		500.00	
8	4370	41990					T	PROFESSIONAL SERVICES	2,000.00		

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	12	622	BUA	06/29/2021	06/29/2021	070621	chelsey.lanier	1	N	Hist	2021	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
9	4370	42490					T	VEHICLE SUPPLIES		1,000.00	
10	4370	43210					T	TELEPHONE	2,000.00		
11	4370	41860					T	WORKERS COMPENSATION		3,500.00	
12	4370	43540					T	SOFTWARE MAINTENANCE	1,000.00		
								** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	12	625	BUA	06/29/2021	06/29/2021	070621	chelsey.lanier	1	N	Hist	2021	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	4380	43910					T	ADVERTISING		53.00	
2	4314	40183					T	HOSPITAL INSURANCE		2,000.00	
3	6110	43520					T	REPAIRS & MAINTENANCE EQUIPME		121.00	
4	4170	43300					T	UTILITIES		320.00	
5	4310	43520					T	REPAIRS & MAINTENANCE EQUIPME		412.00	
6	5110	40121					T	SALARIES		3,960.00	
7	4520	42490					T	VEHICLE SUPPLIES		93.00	
8	4380	44300					T	RENT	53.00		
9	4314	43180					T	ALARM LINE	200.00		
10	4314	43210					T	TELEPHONE	1,000.00		
11	4314	43230					T	FIRE FAX LINES	500.00		
12	4314	43160					T	RESPONDER LINE	300.00		

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	12	625	BUA	06/29/2021	06/29/2021	070621	chelsey.lanier	1	N	Hist	2021	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
13	6110	44300					T	RENT	71.00		
14	6110	45600					T	BOOKS	50.00		
15	4170	44300					T	RENT	320.00		
16	4310	44300					T	RENT	412.00		
17	5110	44300					T	RENT	1,860.00		
18	4520	44300					T	RENT	93.00		
19	5110	43300					T	UTILITIES	2,000.00		
20	5110	43510					T	REPAIRS BUILDING AND GROUNDS	100.00		
								** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	12	649	BUA	06/30/2021	06/30/2021	070621	chelsey.lanier	1	N	Hist	2021	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	5110	40121					T	SALARIES		8,513.49	
2	5162	41860					T	WORKERS COMPENSATION		485.00	
3	5121	40182					T	RETIREMENT		374.72	
4	5129	43300					T	UTILITIES		11.73	
5	5111	42100					T	HOUSEKEEPING		1.70	
6	5164	42370					T	INJECTABLES		8.34	
7	5121	40181					T	SOCIAL SECURITY		476.37	
8	5129	40121					T	SALARIES	2,844.25		

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	12	649	BUA	06/30/2021	06/30/2021	070621	chelsey.lanier	1	N	Hist	2021	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
9	5129	40183					T	HOSPITAL INSURANCE	1,113.93		
10	5129	40182					T	RETIREMENT	269.06		
11	5129	42600					T	OFFICE SUPPLIES	11.73		
12	5163	40183					T	HOSPITAL INSURANCE	1,411.23		
13	5113	40121					T	SALARIES	531.92		
14	5113	40183					T	HOSPITAL INSURANCE	71.18		
15	5113	40182					T	RETIREMENT	47.60		
16	5113	40181					T	SOCIAL SECURITY	43.68		
17	5164	40182					T	RETIREMENT	6.80		
18	5161	40182					T	RETIREMENT	3.37		
19	5111	43530					T	REPAIRS VEHICLES	1.70		
20	5164	42980					T	PROGRAM SUPPLIES	8.34		
21	5162	40121					T	SALARIES	1,358.55		
22	5162	40183					T	HOSPITAL INSURANCE	279.42		
23	5162	40182					T	RETIREMENT	104.42		
24	5162	40181					T	SOCIAL SECURITY	74.44		
25	5121	40121					T	SALARIES	1,235.37		
26	5121	40183					T	HOSPITAL INSURANCE	454.36		
								** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	12	657	BUA	06/30/2021	06/30/2021	070621	chelsey.lanier	1	N	Hist	2021	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	5112	40183					T	HOSPITAL INSURANCE		634.92	
2	5123	40183					T	HOSPITAL INSURANCE		248.90	
3	5154	40183					T	HOSPITAL INSURANCE		255.56	
4	5156	40183					T	HOSPITAL INSURANCE		126.42	
5	5124	43250					T	POSTAGE		18.85	
6	5112	40121					T	SALARIES	634.92		
7	5123	40121					T	SALARIES	241.02		
8	5123	40182					T	RETIREMENT	7.88		
9	5154	40121					T	SALARIES	216.71		
10	5154	40182					T	RETIREMENT	22.31		
11	5154	40181					T	SOCIAL SECURITY	16.54		
12	5156	40121					T	SALARIES	126.42		
13	5124	43210					T	TELEPHONE	18.85		
								** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	12	685	BUA	06/30/2021	06/30/2021	070621	chelsey.lanier	1	N	Hist	2021	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	4260	42120					T	UNIFORMS		1,000.00	
2	4260	42490					T	VEHICLE SUPPLIES		500.00	
3	4260	42600					T	OFFICE SUPPLIES		500.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	12	685	BUA	06/30/2021	06/30/2021	070621	chelsey.lanier	1	N	Hist	2021	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
4	4260	43910					T	ADVERTISING		500.00	
5	4260	43940					T	CLEANING SERVICE		150.00	
6	4260	40183					T	HOSPITAL INSURANCE		2,700.00	
7	4270	42120					T	UNIFORMS		1,400.00	
8	4270	40183					T	HOSPITAL INSURANCE		2,660.00	
9	4260	43510					T	REPAIRS BUILDING AND GROUNDS	8,000.00		
10	4260	42500					T	VEHICLE GASOLINE	800.00		
11	4260	43530					T	REPAIRS VEHICLES	350.00		
12	4270	43530					T	REPAIRS VEHICLES	200.00		
13	4270	42500					T	VEHICLE GASOLINE	50.00		
14	4270	42600					T	OFFICE SUPPLIES	10.00		
								** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	12	686	BUA	06/30/2021	06/30/2021	070621	chelsey.lanier	1	N	Hist	2021	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	4160	41990					T	PROFESSIONAL SERVICES		1,250.00	
2	4160	42600					T	OFFICE SUPPLIES		2,300.00	
3	4160	42980					T	PROGRAM SUPPLIES		3,400.00	
4	4160	43300					T	UTILITIES		745.00	
5	4160	40183					T	HOSPITAL INSURANCE	5,000.00		

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	12	686	BUA	06/30/2021	06/30/2021	070621	chelsey.lanier	1	N	Hist	2021	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
6	4160	40182					T	RETIREMENT	1,670.00		
7	4160	40181					T	SOCIAL SECURITY	1,025.00		
								** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	12	687	BUA	06/30/2021	06/30/2021	070621	chelsey.lanier	1	N	Hist	2021	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	4270	40121					T	SALARIES		9,000.00	
2	4270	40121					T	SALARIES	9,000.00		
								** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	12	688	BUA	06/30/2021	06/30/2021	070621	chelsey.lanier	1	N	Hist	2021	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	4270	40121					T	SALARIES		6,000.00	
2	4270	40183					T	HOSPITAL INSURANCE		1,700.00	
3	4160	40121					T	SALARIES	7,700.00		
								** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	12	689	BUA	06/30/2021	06/30/2021	070621	chelsey.lanier	1	N	Hist	2021	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	12	689	BUA	06/30/2021	06/30/2021	070621	chelsey.lanier	1	N	Hist	2021	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	4910	43910					T	ADVERTISING		477.00	
2	4350	40121					T	SALARIES		200.00	
3	4130	43110					T	TRAVEL		1,000.00	
4	4314	44300					T	RENT		250.00	
5	4350	42500					T	VEHICLE GASOLINE	200.00		
6	4910	40182					T	RETIREMENT	477.00		
7	4130	42600					T	OFFICE SUPPLIES	1,000.00		
8	4314	43250					T	POSTAGE	50.00		
9	4314	43510					T	REPAIRS BUILDING AND GROUNDS	100.00		
10	4314	42500					T	VEHICLE GASOLINE	100.00		
								** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	12	690	BUA	06/30/2021	06/30/2021	070621	chelsey.lanier	1	N	Hist	2021	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	4210	44500					T	INSURANCE AND BONDS		100.00	
2	6110	43300					T	UTILITIES		1,500.00	
3	7400	42980					T	PROGRAM SUPPLIES		5,000.00	
4	6110	45600					T	BOOKS	1,500.00		
5	7400	43530					T	REPAIRS VEHICLES	4,000.00		
6	7400	42500					T	VEHICLE GASOLINE	1,000.00		

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	12	690	BUA	06/30/2021	06/30/2021	070621	chelsey.lanier	1	N	Hist	2021	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
7	4210	43910					T	ADVERTISING	100.00		
								** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	12	693	BUA	06/30/2021	06/30/2021	070621	chelsey.lanier	1	N	Hist	2021	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	5110	42600					T	OFFICE SUPPLIES		4.52	
2	5111	43210					T	TELEPHONE		216.34	
3	5124	42490					T	VEHICLE SUPPLIES		18.92	
4	5165	42600					T	OFFICE SUPPLIES		99.45	
5	5173	42600					T	OFFICE SUPPLIES		6.09	
6	5110	42120					T	UNIFORMS	4.52		
7	5111	42500					T	VEHICLE GASOLINE	216.34		
8	5124	42500					T	VEHICLE GASOLINE	18.92		
9	5165	43250					T	POSTAGE	99.45		
10	5173	43250					T	POSTAGE	6.09		
								** JOURNAL TOTAL	0.00	0.00	
								** GRAND TOTAL	0.00	0.00	

14 Journals printed

** END OF REPORT - Generated by CHELSEY LANIER **

BA # _____

Duplin County
Budget Amendment

070621

Department Title Solid Waste

Department Head's Signature _____

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

Brief description of why this amendment is being requested:

Cover overspent accounts

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
7400-43520	Equipment repairs	5,225.00	7400-43510	Building repairs & maintenance	5,225.00
Total		5,225.00	Total		5,225.00

Finance Signature Clemier
Date Approved: 6/28/21

Manager Signature _____
Date Approved: _____

Commisioner Approval _____
Date Approved: _____

BA # _____

Duplin County
Budget Amendment

Department Title: Solid Waste

Department Head's Signature: _____

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

Brief description of why this amendment is being requested:
Cover overspent accounts

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
7400-43520	Equipment repairs	6,000.00	7400-43510	Building repairs & maintenance	6,000.00
Total		6,000.00	Total		6,000.00

Finance Signature: Clarice
Date Approved: 6/28/21

Manager Signature: _____
Date Approved: _____

Commisioner Approval: _____
Date Approved: _____

BA # _____

Duplin County
Budget Amendment

Department Title Admin Assistant
Department Head's Signature
(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Exepnditure requests over 10,000 or any changes to revenue must be approved by Board of Commissioners

Brief description of why this amendment is being requested:
Budget Funds for Shortage

Line Item to DECREASE	Line Item Description	Credit Amount	Line Item to INCREASE	Line Item Description	Debit Amount
4320-41966	Inmate-County	5,200.00	4310-43210	Telephone	3,000.00
			4312-40182	Retirement	200.00
			4312-40183	Hospital Insurance	200.00
			4317-40182	Retirement	1,200.00
			4320-43210	Telephone	600.00
Total		5,200.00	Total		5,200.00

Finance Signature Clanier
Date Approved: 6/28/21

Manager Signature _____
Date Approved: _____

Commisioner Approval _____
Date Approved: _____

BA # _____

Duplin County
Budget Amendment

Department Title: Aging

Department Head's Signature: Melisa S. Brown

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

Brief description of why this amendment is being requested:

County funds: Transfer funds to cover copier printing expense.

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
5600-43110	Travel	597.79	5600-43003		597.79
Total		597.79	Total		597.79

Finance Signature: Claire
Date Approved: 10/29/21

Manager Signature: _____
Date Approved: _____

Commissioner Approval: _____
Date Approved: _____

BA # _____

Duplin County
Budget Amendment

Department Title: Finance

Department Head's Signature: _____

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

Brief description of why this amendment is being requested:
Cover overspent accounts

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
4210-44300	Rent	5,000.00	4210-43910	Advertising	111.00
4260-43520	Repairs & Maintenance Equip	2,401.00	4110-40183	Hospital Insurance	1,990.00
			4110-43110	Travel	100.00
			4230-40181	Social Security	200.00
			4230-40183	Hospital Insurance	1,000.00
			4260-43510	Repairs Building & Grounds	4,000.00
Total		7,401.00	Total		7,401.00

Finance Signature: Clarie

Date Approved: 12/29/21

Manager Signature: _____

Date Approved: _____

Commisioner Approval: _____

Date Approved: _____

BA # _____

Duplin County
Budget Amendment

Department Title: Finance

Department Head's Signature: _____

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

Brief description of why this amendment is being requested:

Cover overspent accounts

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
4140-43300	Utilities	100.00	4140-43510	Repairs Building & Grounds	100.00
4330-43300	Utilities	200.00	4330-43210	Telephone	200.00
4340-40183	Hospital Insurance	150.00	4340-42724	Credit Card Charges	150.00
4370-44910	Dues & Subscriptions	500.00	4370-41990	Professional Services	2,000.00
4370-42490	Vehicle Supplies	1,000.00	4370-43210	Telephone	2,000.00
4370-41860	Workers Compensation	3,500.00	4370-43540	Software Maintenance	1,000.00
Total		5,450.00	Total		5,450.00

Finance Signature: Clarice

Date Approved: 12/29/21

Manager Signature: _____

Date Approved: _____

Commisioner Approval: _____

Date Approved: _____

BA # _____

Duplin County
Budget Amendment

Department Title: Finance

Department Head's Signature: _____

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

Brief description of why this amendment is being requested:

Cover overspent accounts

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
4380-43910	Advertising	53.00	4380-44300	Rent	53.00
4314-40183	Hospital Insurance	2,000.00	4314-43180	Alarm Line	200.00
6110-43520	Repairs & Maintenance Equip	121.00	4314-43210	Telephone	1,000.00
4170-43300	Utilities	320.00	4314-43230	Fire Fax Lines	500.00
4310-43520	Repairs & Maintenance Equip	412.00	4314-43160	Responder Line	300.00
5110-40121	Salaries	3,960.00	6110-44300	Rent	71.00
4520-42490	Vehicle Supplies	93.00	6110-45600	Books	50.00
			4170-44300	Rent	320.00
			4310-44300	Rent	412.00
			5110-44300	Rent	1,860.00
			4520-44300	Rent	93.00
			5110-43300	Utilities	2,000.00
			5110-43510	Repairs Building & Grounds	100.00
Total		6,959.00	Total		6,959.00

Finance Signature: Clarice

Date Approved: 10/29/21

Manager Signature: _____

Date Approved: _____

Commisioner Approval: _____

Date Approved: _____

BA # _____

Duplin County

Budget Amendment

Department Title: Health

Department Head's Signature: Tracey Simmons-Kornegay

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

Brief description of why this amendment is being requested:

cover line item shortages

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
5110-40121	Salaries	8,513.49	5129-40121	Salaries	2,844.25
5162-41860	Work Comp	485.00	5129-40183	Hospital Insurance	1,113.93
5121-40182	Retirement	374.72	5129-40182	Retirement	269.06
5129-43300	Utilities	11.73	5129-42600	Office Supplies	11.73
5111-42100	Housekeeping	1.70	5163-40183	Hospital Insurance	1,411.23
5164-42370	Injectables	8.34	5113-40121	Salaries	531.92
5121-40181	Social Security	476.37	5113-40183	Hospital Insurance	71.18
			5113-40182	Retirement	47.60
			5113-40181	Social Security	43.68
			5164-40182	Retirement	6.80
			5161-40182	Retirement	3.37
			5111-43530	Repairs	1.70
			5164-42980	Program Supplies	8.34
			5162-40121	Salaries	1,358.55
			5162-40183	Hospital Insurance	279.42
			5162-40182	Retirement	104.42
			5162-40181	Social Security	74.44
			5121-40121	Salaries	1,235.37
			5121-40183	Hospital Insurance	454.36
Total		9,871.35	Total		9,871.35

Finance Signature
Date Approved: Clerk 12/30/21

Manager Signature
Date Approved:

Commisioner Approval
Date Approved:

BA # _____

Duplin County

Budget Amendment

Department Title: Health

Department Head's Signature: Tracey Simmons-Kornegay

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

Brief description of why this amendment is being requested:

cover line item shortages

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
5112-40183	Hospital Insurance	634.92	5112-40121	Salaries	634.92
5123-40183	Hospital Insurance	248.90	5123-40121	Salaries	241.02
5154-40183	Hospital Insurance	255.56	5123-40182	Retirement	7.88
5156-40183	Hospital Insurance	126.42	5154-40121	Salaries	216.71
5124-43250	Postage	18.85	5154-40182	Retirement	22.31
			5154-40181	Social Security	16.54
			5156-40121	Salaries	126.42
			5124-43210	Telephone	18.85
Total		1,284.65	Total		1,284.65

Finance Signature
Date Approved: 12/30/21

Manager Signature
Date Approved:

Commisioner Approval
Date Approved:

BA # _____

Duplin County
Budget Amendment

Department Title: Finance

Department Head's Signature: _____

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

Brief description of why this amendment is being requested:
Cover overspent accounts

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
4260-42120	Uniforms	1,000.00	4260-43510	Building repairs	8,000.00
4260-42490	Vehicle supplies	500.00	4260-42500	Vehicle gasoline	800.00
4260-42600	Office supplies	500.00	4260-43530	Vehicle repairs	350.00
4260-43910	Advertising	500.00	4270-43530	Vehicle repairs	200.00
4260-43940	Cleaning service	150.00	4270-42500	Vehicle gasoline	50.00
4260-40183	Hospital Insurance	2,700.00	4270-42600	Office supplies	10.00
4270-42120	Uniforms	1,400.00			
4270-40183	Hospital Insurance	2,660.00			
Total		9,410.00	Total		9,410.00

Finance Signature: Clarice
Date Approved: 1/30/21

Manager Signature: _____
Date Approved: _____

Commisioner Approval: _____
Date Approved: _____

BA # _____

Duplin County
Budget Amendment

Department Title: Finance

Department Head's Signature: _____

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

Brief description of why this amendment is being requested:
Cover overspent accounts

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
4160-41990	Professional Services	1,250.00	4160-40183	Hospital Insurance	5,000.00
4160-42600	Office Supplies	2,300.00	4160-40182	Retirement	1,670.00
4160-42980	Program Supplies	3,400.00	4160-40181	Social Security	1,025.00
4160-43300	Utilities	745.00			
Total		7,695.00	Total		7,695.00

Finance Signature: Clanier

Date Approved: 12/30/21

Manager Signature: _____

Date Approved: _____

Commisioner Approval: _____

Date Approved: _____

BA # _____

Duplin County
Budget Amendment

Department Title: Finance

Department Head's Signature: _____

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

Brief description of why this amendment is being requested:
Cover overspent accounts

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
4270-40121	Salaries	9,000.00	4160-40121	Salaries	9,000.00
Total		9,000.00	Total		9,000.00

Finance Signature: Clayton
Date Approved: 12/30/21

Manager Signature: _____
Date Approved: _____

Commisioner Approval: _____
Date Approved: _____

BA # _____

Duplin County
Budget Amendment

Department Title: Finance

Department Head's Signature: _____

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

Brief description of why this amendment is being requested:

Cover overspent accounts

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
4270-40121	Salaries	6,000.00	4160-40121	Salaries	7,700.00
4270-40183	Hospital Insurance	1,700.00			
Total		7,700.00	Total		7,700.00

Finance Signature: Clanier

Date Approved: 4/30/21

Manager Signature: _____

Date Approved: _____

Commisioner Approval: _____

Date Approved: _____

BA # _____

Duplin County
Budget Amendment

Department Title: Finance

Department Head's Signature: _____

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

Brief description of why this amendment is being requested:
Cover overspent accounts

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
4910-43910	Advertising	477.00	4350-42500	Vehicle Gasoline	200.00
4350-40121	Salaries	200.00	4910-40182	Retirement	477.00
4130-43110	Travel	1,000.00	4130-42600	Office supplies	1,000.00
4314-44300	Rent	250.00	4314-43250	Postage	50.00
			4314-43510	Building repairs	100.00
			4314-42500	Vehicle Gasoline	100.00
Total		1,927.00	Total		1,927.00

Finance Signature: Clarice

Date Approved: 12/30/21

Manager Signature: _____

Date Approved: _____

Commisioner Approval: _____

Date Approved: _____

BA # _____

Duplin County
Budget Amendment

Department Title: Finance

Department Head's Signature: _____

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

Brief description of why this amendment is being requested:
Cover overspent accounts

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
4210-44500	Insurance & Bonds	100.00	6110-45600	Books	1,500.00
6110-43300	Utilities	1,500.00	7400-43530	Vehicle Repairs	4,000.00
7400-42980	Program supplies	5,000.00	7400-42500	Vehicle Gasoline	1,000.00
			4210-43910	Advertising	100.00
Total		6,600.00	Total		6,600.00

Finance Signature: Clanier
Date Approved: 6/30/21

Manager Signature: _____
Date Approved: _____

Commisioner Approval: _____
Date Approved: _____

BA # _____

Duplin County
Budget Amendment

Department Title: Health Department
Department Head's Signature: Tracey Simmons-Kornegay
(form can be e-mailed to Finance from Dept. Head)

All amendments involving revenues must be approved by the Board of Commissioners

Brief description of why this amendment is being requested:

To cover over accounts for EOY

Expense code	Line Item Description	Amount	Expense code	Line Item Description	Amount
5110-42600	Office Supplies	4.52	5110-42120	Uniforms	4.52
5111-43210	Telephone	216.34	5111-42500	Vehicle Gasoline	216.34
5124-42490	Vehicle Supplies	18.92	5124-42500	Vehicle Gasoline	18.92
5165-42600	Office Supplies	99.45	5165-43250	Postage	99.45
5173-42600	Office Supplies	6.09	5173-43250	Postage	6.09
Total		345.32	Total		345.32

Finance Signature: Clarice
Date Approved: 10/30/21

Manager Signature: _____
Date Approved: _____

Commisioner Approval: _____
Date Approved: _____

6/30/2021

LN	ORG ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION / LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2022 01	2	07/07/2021			BUA 070621C	1	1			
1	4370	42490			EMERGENCY MEDICAL SERVICES	VEHICLE SUPPLIES		50,000.00	-21,152.61	28,847.39	
	10-43-4330-4370-000-42490					07/07/2021				
2	4370	45100			EMERGENCY MEDICAL SERVICES	CAPITAL OUTLAY		373,786.00	21,152.61	394,938.61	
	10-43-4330-4370-000-45100					07/07/2021				
					** JOURNAL TOTAL				0.00	

CLERK: chelsey.lanier

YEAR PER JNL SRC ACCOUNT EFF DATE JNL DESC REF 1 REF 2 REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2022 1 2					
BUA 4370-42490	VEHICLE SUPPLIES		5		21,152.61
07/07/2021 070621C		T			
BUA 4370-45100	CAPITAL OUTLAY		5	21,152.61	
07/07/2021 070621C		T			
	JOURNAL 2022/01/2	TOTAL		.00	.00

FUND / ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
				FUND TOTAL	.00	.00

** END OF REPORT - Generated by CHELSEY LANIER **

BA # _____

Duplin County
Budget Amendment

070621C

Department Title: EMS

Department Head's Signature: Brandon McMahon

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

Brief description of why this amendment is being requested:

Capital Purchase of Power Load system in pre-existing ambulance

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
4370-42490	Vehicle Supplies	21,152.61	4370-45100	Capital Outlay	21,152.61
Total		21,152.61	Total		21,152.61

Finance Signature: Clanier
Date Approved: 6/30/21

Manager Signature: _____
Date Approved: _____

Commisioner Approval: _____
Date Approved: _____

AGENDA

DUPLIN COUNTY
TAX AND SOLID WASTE REQUEST
RELEASE DATE JULY 6, 2021

RELEASE NUMBER	NAME	TOWNSHIP	FIRE DISTRICT	TAX YEAR	ACCOUNT NUMBER	COUNTY TAX	CAPITAL FUND	FIRE DISTRICT	LATE LIST PENALTY	SOLID WASTE	TOTAL AMOUNT	REASON FOR RELEASE
18516	BRINKLEY, EARL FRANKLIN, JR & WF ALLISON	ISLAND CREEK		2020	1007778	$ 91.78	$ 2.57		$ 9.44		$ 103.79	BOAT SOLD IN 2016
18517	BRINKLEY, EARL FRANKLIN, JR & WF ALLISON	ISLAND CREEK		2019	1007778	$ 91.78	$ 2.57		$ 9.44		$ 103.79	BOAT SOLD IN 2016
18518	BRINKLEY, EARL FRANKLIN, JR & WF ALLISON	ISLAND CREEK		2018	1007778	$ 91.78			$ 9.18		$ 100.96	BOAT SOLD IN 2016
18519	BRINKLEY, EARL FRANKLIN, JR & WF ALLISON	ISLAND CREEK		2017	1007778	$ 93.91			$ 9.39		$ 103.30	BOAT SOLD IN 2016
18520	FAULK, ERNEST EUGENE & NELLIE LOU FAULK	WOLFSCRAPE	OAKWOLFE	2020	2784000	$ 55.06	$ 1.54	$ 3.85		$ 90.00	$ 150.45	DWMH BILLED IN ERROR
18521	HERRING, MARILYN	ISLAND CREEK	DUPLIN PENDER	2020	3851172	$ 18.73	$ 0.52	$ 1.83	$ 2.11	$ 90.00	$ 113.19	SWMH SOLD WITH LAND IN 2018
18522	HERRING, MARILYN	ISLAND CREEK		2019	3851172	$ 20.74	$ 0.58		$ 2.13	$ 90.00	$ 113.45	SWMH SOLD WITH LAND IN 2018
18523	JONES, MICHAEL ANTHONY, JR	KENANSVILLE		2016	4659227					$ 90.00	$ 90.00	BILLED IN ERROR
18524	KNOWLES, MICHAEL	ROSE HILL	GREENEVERS	2020	5030960	$ 44.15	$ 1.24	$ 4.32	$ 4.97		$ 54.68	SOLD BOAT IN 2014
18525	KNOWLES, MICHAEL	ROSE HILL		2019	5030960	$ 44.15	$ 1.24		$ 4.54		$ 49.93	SOLD BOAT IN 2014
18526	KNOWLES, MICHAEL	ROSE HILL		2018	5030960	$ 44.15			$ 4.42		$ 48.57	SOLD BOAT IN 2014
18527	KNOWLES, MICHAEL	ROSE HILL		2017	5030960	$ 45.18			$ 4.52		$ 49.70	SOLD BOAT IN 2014
18528	KNOWLES, MICHAEL	ROSE HILL		2016	5030960	$ 50.22			$ 5.02		$ 55.24	SOLD BOAT IN 2014
18529	KNOWLES, MICHAEL	ROSE HILL		2015	5030960	$ 52.16					$ 52.16	SOLD BOAT IN 2014
18530	MIKOLAITIS, EDWARD C & WF MARYANN	ISLAND CREEK	NORTHEAST	2020	5866275	$ 78.65	$ 2.20	$ 9.90			$ 90.75	VALUE ADJUSTED BY APPRAISER
18531	PHIPPS, LACEY MITCHELL	FAISON	GOSHEN	2020	6786873	$ 85.09	$ 2.38	$ 7.74			$ 95.21	CORRECT CARD DATA
18532	PHIPPS, LACEY MITCHELL	FAISON		2019	6786873	$ 85.09	$ 2.38				$ 87.47	CORRECT CARD DATA
18533	PHIPPS, LACEY MITCHELL	FAISON		2018	6786873	$ 85.09					$ 85.09	CORRECT CARD DATA
18534	PHIPPS, LACEY MITCHELL	FAISON		2017	6786873	$ 82.71					$ 82.71	CORRECT CARD DATA
18535	ROBERTS, KENNETH O, JR & WF TINA	ISLAND CREEK		2020	7401456	$ 100.81	$ 2.82		$ 10.36		$ 113.99	BOAT SOLD IN 2016
18536	ROBERTS, KENNETH O, JR & WF TINA	ISLAND CREEK		2019	7401456	$ 100.81	$ 2.82		$ 10.36		$ 113.99	BOAT SOLD IN 2016
18537	ROBERTS, KENNETH O, JR & WF TINA	ISLAND CREEK		2018	7401456	$ 100.81			$ 10.08		$ 110.89	BOAT SOLD IN 2016
18538	ROBERTS, KENNETH O, JR & WF TINA	ISLAND CREEK		2017	7401456	$ 103.15			$ 10.32		$ 113.47	BOAT SOLD IN 2016
18539	SNOWDEN, DOLLIE MAE	ROCKFISH		2020	8092675	$ 28.60	$ 0.80		$ 2.94		$ 32.34	SIGNED ELDERLY EXEMPTION LATE
18540	THOMPSON, VERICA	SMITH		2020						$ 270.00	$ 270.00	NO DWELLINGS
	GRAND TOTAL					**$ 1,594.60**	**$ 23.66**	**$ 27.64**	**$ 109.22**	**$ 630.00**	**$ 2,385.12**	
	SUBMITTED BY:											
	FINAL APPROVAL BY:											
	DATE APPROVED:											

AGENDA

County Commissioners
Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

Name / Department: Davis H. Brinson, County Manager/Clerk to the Board	**Meeting Date:** July 6, 2021
Subject: Continuation of Agreement for Management of Duplin Co. Events Center by Tourism Dev. Authority	
Summary, explanation and background: The County Manger respectfully requests the Board to enter into an agreement for the management of the Duplin County Events Center by the Duplin County Tourism Development Authority (DCTDA) for another two (2) year period from July 1, 2021 through June 30, 2023. The DCTDA will be responsible for the overall administration, management and day-to-day operations of the Events Center as well as paying the salary and benefits for the Tourism - Events Center Executive Director and the Admin. Assistant for Visitor Services. Duplin County will provide the budget for the operation and maintenance of the Events Center separate from the Tourism Budget and will provide a salary and benefits supplement for the Tourism -Events Center Executive Director and Admin. Assistant for Visitor Services as well as the full salary and benefits for the Events Venue Services Manager. The County will also administer leave policies, position classification and compensation and benefits for employees of the DCTDA the same as apply to all other county employees.	
Requested Action: Motion to approve the Continuation of the Agreement for Management of the Duplin County Events Center by the Duplin County Tourism Development Authority between Duplin County and the Duplin County Tourism Development Authority for a two (2) year period from July 1, 2021 through June 30, 2023.	
Budget impact for this fiscal year: (Funds available, allocation needed, etc.) N/A (funding allocated in the FY 21-22 Duplin County Budget Ordinance)	
Budget impact for subsequent years: To be determined in future County Budget as approved by the BOCC	
Time needed to explain to Commissioners: CONSENT AGENDA	
Attachments: Continuation Agreement between the Duplin County Board of County Commissioners (DCBCC) and the Duplin County Tourism Development Authority (DCTDA) Regarding Management of the Duplin County Events Center	
Instructions for what to do with attachments once approved:	

Note: Please have all signatures on any contracts, agreements, etc. prior to board meeting and give all copies to Trisha-Ann Brown by the agenda deadline. Remember, one original will be retained for the minutes

Continuation of Agreement between the Duplin County Board of County Commissioners (DCBCC) and the Duplin County Tourism Development Authority (DCTDA) regarding management of the Duplin County Events Center

This Agreement describes the understanding between the Duplin County Board of County Commissioners (DCBCC) and the Duplin County Tourism Development Authority (DCTDA) regarding management of the Duplin County Events Center, including the general responsibilities of both parties, the initial length of the Agreement and the terms of renewal and discontinuation of the Agreement.

Tourism Responsibilities:
The DCTDA will be responsible for the overall administration, management and day-to-day operations of the Events Center, including scheduling of events, budget planning and management, and marketing. The Tourism Development Authority will also provide the full salary and benefits for the Executive Director and Administrative Assistant/Visitor Services positions. It will be the TDA Board's responsibility and prerogative to select, interview and employ candidates for these positions.

County Responsibilities:
The County will continue to provide the budget for operation and maintenance of the Events Center, separate from the Tourism budget. The County will also provide a salary and benefits supplement for the positions of Tourism-Events Center Executive Director and Administrative Assistant-Visitor Services, as agreed upon by both parties. The County will also provide the full salary and benefits for the Event Venue Services Manager.

It is understood that Duplin County will administer leave policies, position classification, and compensation and benefits for employees of the Duplin County Tourism Development Authority the same as apply to all other part-time, full-time and/or temporary county employees.

Length of Agreement and Terms of Renewal and Discontinuation:
This Agreement will be for a two-year period (July 1, 2021 – June 30, 2023). At the end of year one (June 30, 2022), both parties agree to evaluate the effectiveness of the Agreement and to make any adjustments mutually agreed upon. Before the end of year two, both parties will assess the effectiveness of the Agreement and determine whether to continue or discontinue the Agreement in whole or in part. Either party may decide on its own whether to discontinue the Agreement at this time. Should the Agreement be discontinued by either party, it is understood that the DCTDA employees will retain their positions as employees of the TDA, exclusive of the supplemental portion of their salaries provided by the County for the additional Events Center responsibilities.

This agreement entered into this the 6th day of July, 2021.

Dexter B. Edwards, Chairman
Duplin County Board of Commissioners

Tom Fife, Chairman
Duplin Co. Tourism Development Authority

Attest: _____
Davis H. Brinson, Clerk to the Board

AGENDA

County Commissioners
Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

Name / Department: Laura C Jones / Library	Meeting Date: 7/6/2021
Subject: BAND-NC Grant	
Summary, explanation and background: The Library has opportunity to participate with the BAND-NC Grant Program to develop a digital inclusion plan for Duplin County. This digital inclusion plan will explore the deficits in broadband service to the citizens of our county and outline a strategic plan to address the deficits to include digital literacy programming through the library and collaboration with key stakeholders including DCS, JSCC and ATMC. There is potential for additional grant funds in a second round beginning in July 2021.	
Requested Action: Approval of acceptance of grant funds in the amount of $5000.	
Budget impact for this fiscal year: (Funds available, allocation needed, etc.) no budget funds needed	
Budget impact for subsequent years: (Funds available, allocation needed, etc.) no impact at this time.	
Time needed to explain to Commissioners: Consent Agenda presented by County Manager	
Attachments: BAND-NC Grant contract	
Instructions for what to do with attachments once approved: Return to library director.	

Note: Please have all signatures on any contracts, agreements, etc. prior to board meeting and give all copies to Jaime Carr by the agenda deadline. Remember, one original will be retained for the minutes

NC STATE UNIVERSITY
Institute for Emerging Issues

DATE: June 8, 2021

TO: Laura Jones, Duplin County Library

FROM: Leslie Boney, Institute for Emerging Issues
Derek Bryan, North Carolina State University Foundation, Inc.

RE: BAND-NC Rapid Relief Grant

COVID-19 is exposing the digital divide in North Carolina and its consequences for all of us. Students and adults who don't have access to the internet, don't have a computer or laptop, or don't know how to use them - for education, work, health, or connection - are at an impossible disadvantage.

In response to this immediate need, the North Carolina State University Foundation, Inc. ("Foundation"), in partnership with North Carolina State University's Institute for Emerging Issues ("IEI"), is offering **$5,000** in rapid relief funding to **Duplin County Library** to provide digital inclusion services (i.e., access to the internet, a technological device to leverage the internet, digital literacy training) in their community. As a rapid response grant, the Foundation encourages all funds be spent by November 30, 2021, and no later than June 30, 2022. This Memorandum of Understanding sets out the parameters of funding and respective expectations of the Foundation, IEI, and **Duplin County Library.**

Funding

Funding shall be used exclusively to advance digital inclusion in the grantee's community. This could include, but is not limited to:

- Staff/facilitator/student worker salaries
- Supplies, including hardware, software, curriculum, etc.
- Vendor contracts
- Travel

Funding cannot be used to support political lobbying or campaigns.

Expectations

Duplin County Library agrees to:

- Invoice the Foundation for the full amount with a detailed description of how they will use the funds.

- Complete a report summarizing how funds have been spent and progress made towards program goals by November 30, 2021. If funds remain, a final report is due June 30, 2022.
- Document and share best practices and lessons learned so other communities may learn from your efforts.
- Complete surveys and other evaluation tools as requested by IEI (e.g., meeting evaluations, polling, etc.).
- After June 30, 2022, return any unspent funds to the Foundation.
- Communicate regularly with IEI staff.
- Communicate directly with funders including managing reporting and budgets.

IEI agrees to:

- Provide guidance and support as needed.
- Offer recognition and statewide visibility through IEI and other partners.

Laura Jones
Laura Jones (Jun 29, 2021 11:02 EDT)

Jun 29, 2021
Date

Laura Jones
Library Director
Duplin County Library

Leslie Boney
Leslie Boney (Jun 29, 2021 11:03 EDT)

Jun 29, 2021
Date

Leslie Boney
Director and Vice Provost
Institute for Emerging Issues
and Outreach and Engagement

Derek Bryan

Jun 29, 2021
Date

Derek Bryan
Assistant Vice Chancellor, Finance and Administration
North Carolina State University Foundation, Inc.

BAND-NC MOU Duplin County Library

Final Audit Report 2021-06-29

Created:	2021-06-09
By:	Davina Thrash (davina_thrash@ncsu.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3uookeS_C7O8mgl6t6Vdhe-iPVf_1d-O

"BAND-NC MOU Duplin County Library" History

Document created by Davina Thrash (davina_thrash@ncsu.edu)
2021-06-09 - 0:26:29 AM GMT- IP address: 75.189.208.167

Document emailed to Laura Jones (laura.jones@duplincountync.com) for signature
2021-06-09 - 0:27:14 AM GMT

Email viewed by Laura Jones (laura.jones@duplincountync.com)
2021-06-09 - 12:57:12 PM GMT- IP address: 71.77.245.242

Email viewed by Laura Jones (laura.jones@duplincountync.com)
2021-06-12 - 11:15:42 AM GMT- IP address: 71.77.245.242

Email viewed by Laura Jones (laura.jones@duplincountync.com)
2021-06-15 - 1:10:01 PM GMT- IP address: 68.115.222.114

Email viewed by Laura Jones (laura.jones@duplincountync.com)
2021-06-27 - 2:59:36 PM GMT- IP address: 174.247.3.124

Document e-signed by Laura Jones (laura.jones@duplincountync.com)
Signature Date: 2021-06-29 - 3:02:29 PM GMT - Time Source: server- IP address: 68.115.222.114

Document emailed to Leslie Boney (lnboney@ncsu.edu) for signature
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2021-06-29 - 3:02:44 PM GMT- IP address: 74.125.210.53

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Signature Date: 2021-06-29 - 3:03:24 PM GMT - Time Source: server- IP address: 152.7.255.195

Document emailed to drbryan@ncsu.edu drbryan@ncsu.edu (drbryan@ncsu.edu) for signature
2021-06-29 - 3:03:25 PM GMT

Email viewed by drbryan@ncsu.edu drbryan@ncsu.edu (drbryan@ncsu.edu)
2021-06-29 - 4:30:31 PM GMT- IP address: 74.125.210.55

Document e-signed by drbryan@ncsu.edu drbryan@ncsu.edu (drbryan@ncsu.edu)
Signature Date: 2021-06-29 - 4:30:53 PM GMT - Time Source: server- IP address: 152.14.101.131

Agreement completed.
2021-06-29 - 4:30:53 PM GMT

AGENDA

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	12	594	BUA	06/28/2021	06/28/2021	070621	chelsey.lanier	1	N	Hist	2021	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	7400	43520					T			5,225.00	
								REPAIRS & MAINTENANCE EQUIPME			
2	7400	43510					T		5,225.00		
								REPAIRS BUILDING AND GROUNDS			
3	7400	43520					T			6,000.00	
								REPAIRS & MAINTENANCE EQUIPME			
4	7400	43510					T		6,000.00		
								REPAIRS BUILDING AND GROUNDS			
5	4320	41966					T			5,200.00	
								INMATE HOUSING COUNTY			
6	4310	43210					T		3,000.00		
								TELEPHONE			
7	4312	40182					T		200.00		
								RETIREMENT			
8	4312	40183					T		200.00		
								HOSPITAL INSURANCE			
9	4317	40182					T		1,200.00		
								RETIREMENT			
10	4320	43210					T		600.00		
								TELEPHONE			
								** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	12	604	BUA	06/29/2021	06/29/2021	070621	chelsey.lanier	1	N	Hist	2021	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	5600	43110					T			597.79	
								TRAVEL			
2	5600	43003					T		597.79		
								OFFICE MACHINE RENTAL			
								** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	12	621	BUA	06/29/2021	06/29/2021	070621	chelsey.lanier	1	N	Hist	2021	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	12	621	BUA	06/29/2021	06/29/2021	070621	chelsey.lanier	1	N	Hist	2021	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	4210	44300					T	RENT		5,000.00	
2	4260	43520					T	REPAIRS & MAINTENANCE EQUIPME		2,401.00	
3	4210	43910					T	ADVERTISING	111.00		
4	4110	40183					T	HOSPITAL INSURANCE	1,990.00		
5	4110	43110					T	TRAVEL	100.00		
6	4230	40181					T	SOCIAL SECURITY	200.00		
7	4230	40183					T	HOSPITAL INSURANCE	1,000.00		
8	4260	43510					T	REPAIRS BUILDING AND GROUNDS	4,000.00		
								** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	12	622	BUA	06/29/2021	06/29/2021	070621	chelsey.lanier	1	N	Hist	2021	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	4140	43300					T	UTILITIES		100.00	
2	4140	43510					T	REPAIRS BUILDING AND GROUNDS	100.00		
3	4330	43300					T	UTILITIES		200.00	
4	4330	43210					T	TELEPHONE	200.00		
5	4340	40183					T	HOSPITAL INSURANCE		150.00	
6	4340	42724					T	CREDIT CARD CHARGES	150.00		
7	4370	44910					T	DUES AND SUBSCRIPTIONS		500.00	
8	4370	41990					T	PROFESSIONAL SERVICES	2,000.00		

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	12	622	BUA	06/29/2021	06/29/2021	070621	chelsey.lanier	1	N	Hist	2021	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
9	4370	42490					T	VEHICLE SUPPLIES		1,000.00	
10	4370	43210					T	TELEPHONE	2,000.00		
11	4370	41860					T	WORKERS COMPENSATION		3,500.00	
12	4370	43540					T	SOFTWARE MAINTENANCE	1,000.00		
								** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	12	625	BUA	06/29/2021	06/29/2021	070621	chelsey.lanier	1	N	Hist	2021	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	4380	43910					T	ADVERTISING		53.00	
2	4314	40183					T	HOSPITAL INSURANCE		2,000.00	
3	6110	43520					T	REPAIRS & MAINTENANCE EQUIPME		121.00	
4	4170	43300					T	UTILITIES		320.00	
5	4310	43520					T	REPAIRS & MAINTENANCE EQUIPME		412.00	
6	5110	40121					T	SALARIES		3,960.00	
7	4520	42490					T	VEHICLE SUPPLIES		93.00	
8	4380	44300					T	RENT	53.00		
9	4314	43180					T	ALARM LINE	200.00		
10	4314	43210					T	TELEPHONE	1,000.00		
11	4314	43230					T	FIRE FAX LINES	500.00		
12	4314	43160					T	RESPONDER LINE	300.00		

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	12	625	BUA	06/29/2021	06/29/2021	070621	chelsey.lanier	1	N	Hist	2021	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
13	6110	44300					T	RENT	71.00		
14	6110	45600					T	BOOKS	50.00		
15	4170	44300					T	RENT	320.00		
16	4310	44300					T	RENT	412.00		
17	5110	44300					T	RENT	1,860.00		
18	4520	44300					T	RENT	93.00		
19	5110	43300					T	UTILITIES	2,000.00		
20	5110	43510					T	REPAIRS BUILDING AND GROUNDS	100.00		
								** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	12	649	BUA	06/30/2021	06/30/2021	070621	chelsey.lanier	1	N	Hist	2021	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	5110	40121					T	SALARIES		8,513.49	
2	5162	41860					T	WORKERS COMPENSATION		485.00	
3	5121	40182					T	RETIREMENT		374.72	
4	5129	43300					T	UTILITIES		11.73	
5	5111	42100					T	HOUSEKEEPING		1.70	
6	5164	42370					T	INJECTABLES		8.34	
7	5121	40181					T	SOCIAL SECURITY		476.37	
8	5129	40121					T	SALARIES	2,844.25		

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	12	649	BUA	06/30/2021	06/30/2021	070621	chelsey.lanier	1	N	Hist	2021	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
9	5129	40183					T	HOSPITAL INSURANCE	1,113.93		
10	5129	40182					T	RETIREMENT	269.06		
11	5129	42600					T	OFFICE SUPPLIES	11.73		
12	5163	40183					T	HOSPITAL INSURANCE	1,411.23		
13	5113	40121					T	SALARIES	531.92		
14	5113	40183					T	HOSPITAL INSURANCE	71.18		
15	5113	40182					T	RETIREMENT	47.60		
16	5113	40181					T	SOCIAL SECURITY	43.68		
17	5164	40182					T	RETIREMENT	6.80		
18	5161	40182					T	RETIREMENT	3.37		
19	5111	43530					T	REPAIRS VEHICLES	1.70		
20	5164	42980					T	PROGRAM SUPPLIES	8.34		
21	5162	40121					T	SALARIES	1,358.55		
22	5162	40183					T	HOSPITAL INSURANCE	279.42		
23	5162	40182					T	RETIREMENT	104.42		
24	5162	40181					T	SOCIAL SECURITY	74.44		
25	5121	40121					T	SALARIES	1,235.37		
26	5121	40183					T	HOSPITAL INSURANCE	454.36		
								** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	12	657	BUA	06/30/2021	06/30/2021	070621	chelsey.lanier	1	N	Hist	2021	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	5112	40183					T	HOSPITAL INSURANCE		634.92	
2	5123	40183					T	HOSPITAL INSURANCE		248.90	
3	5154	40183					T	HOSPITAL INSURANCE		255.56	
4	5156	40183					T	HOSPITAL INSURANCE		126.42	
5	5124	43250					T	POSTAGE		18.85	
6	5112	40121					T	SALARIES	634.92		
7	5123	40121					T	SALARIES	241.02		
8	5123	40182					T	RETIREMENT	7.88		
9	5154	40121					T	SALARIES	216.71		
10	5154	40182					T	RETIREMENT	22.31		
11	5154	40181					T	SOCIAL SECURITY	16.54		
12	5156	40121					T	SALARIES	126.42		
13	5124	43210					T	TELEPHONE	18.85		
								** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	12	685	BUA	06/30/2021	06/30/2021	070621	chelsey.lanier	1	N	Hist	2021	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	4260	42120					T	UNIFORMS		1,000.00	
2	4260	42490					T	VEHICLE SUPPLIES		500.00	
3	4260	42600					T	OFFICE SUPPLIES		500.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	12	685	BUA	06/30/2021	06/30/2021	070621	chelsey.lanier	1	N	Hist	2021	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
4	4260	43910					T	ADVERTISING		500.00	
5	4260	43940					T	CLEANING SERVICE		150.00	
6	4260	40183					T	HOSPITAL INSURANCE		2,700.00	
7	4270	42120					T	UNIFORMS		1,400.00	
8	4270	40183					T	HOSPITAL INSURANCE		2,660.00	
9	4260	43510					T	REPAIRS BUILDING AND GROUNDS	8,000.00		
10	4260	42500					T	VEHICLE GASOLINE	800.00		
11	4260	43530					T	REPAIRS VEHICLES	350.00		
12	4270	43530					T	REPAIRS VEHICLES	200.00		
13	4270	42500					T	VEHICLE GASOLINE	50.00		
14	4270	42600					T	OFFICE SUPPLIES	10.00		
								** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	12	686	BUA	06/30/2021	06/30/2021	070621	chelsey.lanier	1	N	Hist	2021	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	4160	41990					T	PROFESSIONAL SERVICES		1,250.00	
2	4160	42600					T	OFFICE SUPPLIES		2,300.00	
3	4160	42980					T	PROGRAM SUPPLIES		3,400.00	
4	4160	43300					T	UTILITIES		745.00	
5	4160	40183					T	HOSPITAL INSURANCE	5,000.00		

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	12	686	BUA	06/30/2021	06/30/2021	070621	chelsey.lanier	1	N	Hist	2021	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
6	4160	40182					T	RETIREMENT	1,670.00		
7	4160	40181					T	SOCIAL SECURITY	1,025.00		
								** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	12	687	BUA	06/30/2021	06/30/2021	070621	chelsey.lanier	1	N	Hist	2021	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	4270	40121					T	SALARIES		9,000.00	
2	4270	40121					T	SALARIES	9,000.00		
								** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	12	688	BUA	06/30/2021	06/30/2021	070621	chelsey.lanier	1	N	Hist	2021	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	4270	40121					T	SALARIES		6,000.00	
2	4270	40183					T	HOSPITAL INSURANCE		1,700.00	
3	4160	40121					T	SALARIES	7,700.00		
								** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	12	689	BUA	06/30/2021	06/30/2021	070621	chelsey.lanier	1	N	Hist	2021	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	12	689	BUA	06/30/2021	06/30/2021	070621	chelsey.lanier	1	N	Hist	2021	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	4910	43910					T	ADVERTISING		477.00	
2	4350	40121					T	SALARIES		200.00	
3	4130	43110					T	TRAVEL		1,000.00	
4	4314	44300					T	RENT		250.00	
5	4350	42500					T	VEHICLE GASOLINE	200.00		
6	4910	40182					T	RETIREMENT	477.00		
7	4130	42600					T	OFFICE SUPPLIES	1,000.00		
8	4314	43250					T	POSTAGE	50.00		
9	4314	43510					T	REPAIRS BUILDING AND GROUNDS	100.00		
10	4314	42500					T	VEHICLE GASOLINE	100.00		
								** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	12	690	BUA	06/30/2021	06/30/2021	070621	chelsey.lanier	1	N	Hist	2021	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	4210	44500					T	INSURANCE AND BONDS		100.00	
2	6110	43300					T	UTILITIES		1,500.00	
3	7400	42980					T	PROGRAM SUPPLIES		5,000.00	
4	6110	45600					T	BOOKS	1,500.00		
5	7400	43530					T	REPAIRS VEHICLES	4,000.00		
6	7400	42500					T	VEHICLE GASOLINE	1,000.00		

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	12	690	BUA	06/30/2021	06/30/2021	070621	chelsey.lanier	1	N	Hist	2021	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
7	4210	43910					T	ADVERTISING	100.00		
								** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2021	12	693	BUA	06/30/2021	06/30/2021	070621	chelsey.lanier	1	N	Hist	2021	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	5110	42600					T	OFFICE SUPPLIES		4.52	
2	5111	43210					T	TELEPHONE		216.34	
3	5124	42490					T	VEHICLE SUPPLIES		18.92	
4	5165	42600					T	OFFICE SUPPLIES		99.45	
5	5173	42600					T	OFFICE SUPPLIES		6.09	
6	5110	42120					T	UNIFORMS	4.52		
7	5111	42500					T	VEHICLE GASOLINE	216.34		
8	5124	42500					T	VEHICLE GASOLINE	18.92		
9	5165	43250					T	POSTAGE	99.45		
10	5173	43250					T	POSTAGE	6.09		
								** JOURNAL TOTAL	0.00	0.00	
								** GRAND TOTAL	0.00	0.00	

14 Journals printed

** END OF REPORT - Generated by Trisha-Ann Brown **

AGENDA

County Commissioners
Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

Name / Department: Melissa Kennedy / Communications	Meeting Date: 07/06/2021
Subject: Request a Public Hearing for 8/02/2021	
Summary, explanation and background: Name a lane for Joan Savage Williams	
Requested Action: Name lane off of Providence Church Rd in Teachey	
Budget impact for this fiscal year: (Funds available, allocation needed, etc.)	
Budget impact for subsequent years: (Funds available, allocation needed, etc.)	
Time needed to explain to Commissioners: 2 minutes	
Attachments:	
Instructions for what to do with attachments once approved:	

Note: Please have all signatures on any contracts, agreements, etc. prior to board meeting and give all copies to Jaime Carr by the agenda deadline. Remember, one original will be retained for the minutes

DUPLIN COUNTY ADDRESSING DEPARTMENT
209 SEMINARY ST / PO BOX 950
KENANSVILLE NC 28349

DUPLIN COUNTY

ROAD NAME PETITION for UNNAMED ROAD

1. APPLICANT INFORMATION:
   Name: Joan S. Williams
   Address: 400 Providence Church Road
   City/State/Zip: Teachey, NC 28464
   Telephone: Work: 910-285-5030 Home: 910-284-2531

2. MAIL DETERMINATON TO (If different than applicant information):
   Name: _____
   Address: _____
   City/State/Zip: _____

3. ROAD LOCATION: Township_____ Range_____
   DESCRIPTION: Lane to extend from the end of Chicken Neck Road at the intersection of Providence Church Road and Chicken Neck Road

4. PARCEL TAX-ID: _____

5. PROPOSED ROAD NAME: Savage Family Lane
   BACKUP NAME 1: Savage Family Ln
   BACKUP NAME 2: Savage Lane
   (NAME SHOULD BE LESS THAN 13 LETTERS)

6. SIGNATURES OF PROPERTY OWNERS WHO ADJOIN OR ACCESS THIS ROAD:

Jesse M. Savage
Joan S. Williams
Rita S. Williams

The applicant hereby certifies that the signatures on this petition constitute the required amount of the landowners accessing or adjoining the road to be named by this petition.

Applicant's Signature: _____

DUPLIN COUNTY ADDRESSING DEPARTMENT
209 SEMINARY ST / PO BOX 950
KENANSVILLE NC 28349

AGENDA

ROAD NAME PETITION for UNNAMED ROAD

1. APPLICANT INFORMATION:

Name: *Ascencion Garcia cervantes / Felipa Garcia*

Address: *921 summerlins cross road*

City/State/Zip: *Kenansville NC 28349*

Telephone: Work: ______ Home: *910 590-69-11*

2. MAIL DETERMINATON TO (If different than applicant information):

Name: ______

Address: ______

City/State/Zip: ______

3. ROAD LOCATION: Township *Kenansville* Range ______

DESCRIPTION: *@927 Summerlins Crossroad Rd SR 1004*

4. PARCEL TAX-ID: *13-960*

5. PROPOSED ROAD NAME: *Rancho Garcia Ln*

BACKUP NAME 1: *Garcia LN*

BACKUP NAME 2: *Garcia family*

(NAME SHOULD BE LESS THAN 13 LETTERS)

6. SIGNATURES OF PROPERTY OWNERS WHO ADJOIN OR ACCESS THIS ROAD:

Ascencion Garcia servantes
Felipa Castro
[illegible signature]

The applicant hereby certifies that the signatures on this petition constitute the required amount of the landowners accessing or adjoining the road to be named by this petition.

Applicant's Signature: *Ascencion Garcia servantes*
Felipa Castro

Fire Department Approval:

Signature: M. B - S

Print or type name: MATTHEW BARWICK

Department Name: KENANSVILLE FD

Date: 5/21/21

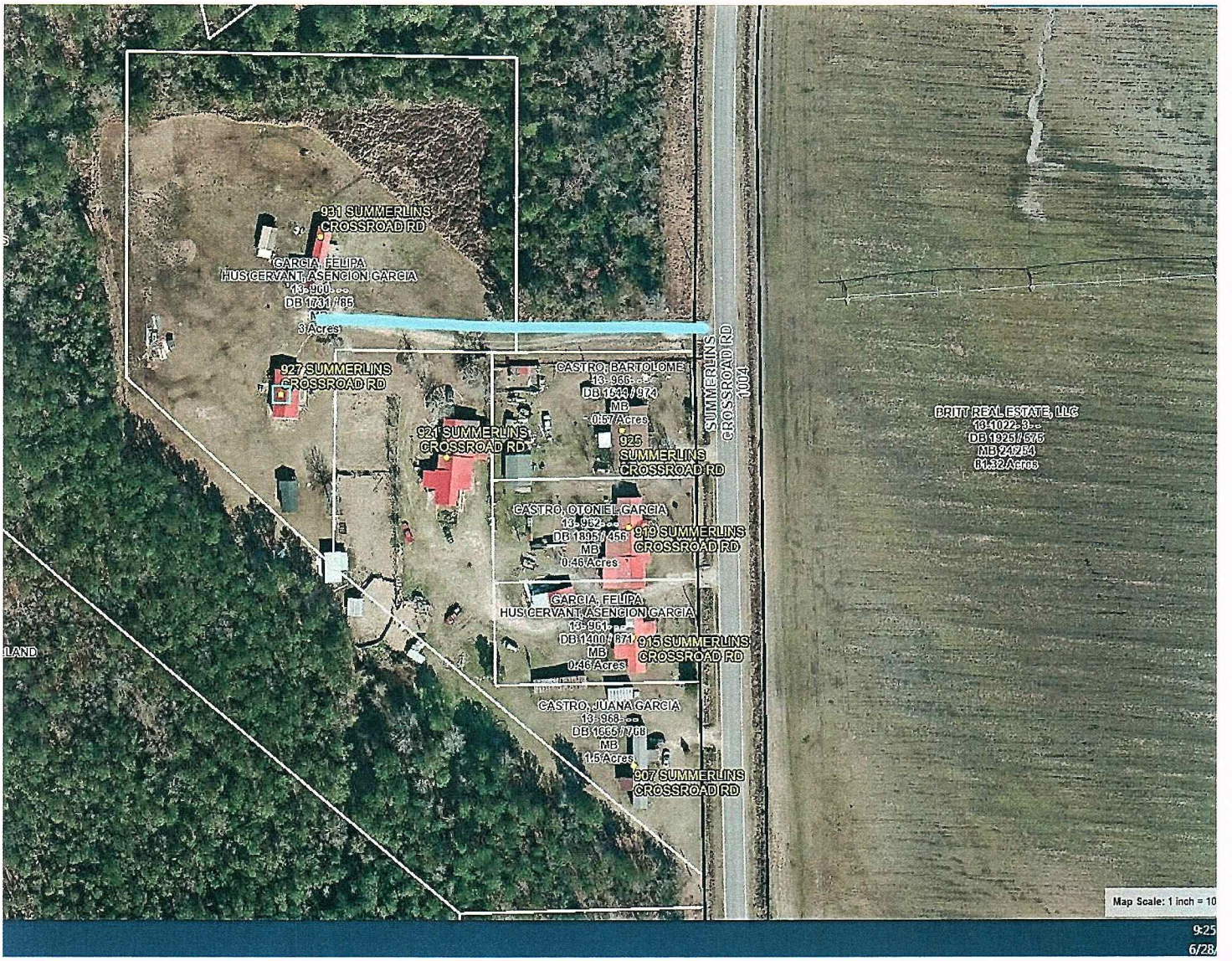
USPS Approval:

Signature: Ray Patrick

Print or type name: R. Patrick Acting

Department Name: Kenansville Post Office

Date: 6/11/21


931 SUMMERLINS CROSSROAD RD
GARCIA, FELIPA
HUS/CERVANT, ASENCION GARCIA
13-900-- --
DB 1731 / 65
MB
3 Acres
927 SUMMERLINS CROSSROAD RD
921 SUMMERLINS CROSSROAD RD
CASTRO, BARTOLOME
13-966-- --
DB 1644 / 974
MB
0.57 Acres
925 SUMMERLINS CROSSROAD RD
SUMMERLINS CROSSROAD RD 1004
BRITT REAL ESTATE, LLC
13-1022-3--
DB 1925 / 575
MB 242 54
61.32 Acres
CASTRO, OTONIEL GARCIA
13-962-- --
DB 1805 / 456
MB
0.46 Acres
919 SUMMERLINS CROSSROAD RD
GARCIA, FELIPA
HUS/CERVANT, ASENCION GARCIA
13-961-- --
DB 1400 / 671
MB
0.46 Acres
915 SUMMERLINS CROSSROAD RD
CASTRO, JUANA GARCIA
13-968-- --
DB 1665 / 760
MB
1.5 Acres
907 SUMMERLINS CROSSROAD RD
Map Scale: 1 inch = 10
9:25
6/28/

AGENDA

County Commissioners
Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

Name/Department: Joe McKemey/Water Department	**Meeting Date:** July 6, 2021
Subject: Approval to commit American Rescue Plan Act funds for the construction of SCADA Improvements for the Duplin County Water System and authorization for Chairman to execute a Technical Services Agreement with the engineer.	
Summary explanation and background: The Duplin County Water System SCADA system needs replacement. Project cost is estimated to be $1,621,000.00 as shown on attached cost estimate. We have attempted to secure grant funding for this project in the past through the Drinking Water State Revolving Fund. McDavid Associates, Inc. has prepared a Technical Services Agreement with Duplin County, requiring execution, to perform engineering and construction administration services for this project. See attachments	
Requested Action: Approval for Duplin County to commit American Rescue Plan Act (ARPA) funds for the construction of SCADA Improvements for the Duplin County Water System and authorization for the Chairman to execute a Technical Services Agreement with the engineer.	
Budget impact for this fiscal year: (Funds available, allocation needed, etc...) ARPA funds will be used to fund this project.	
Budget impact for subsequent years: (Funds available, allocation needed, etc...) ARPA funds will be used to fund this project.	
Time needed to explain to Commissioners: Ten Minutes	
Attachments: Cost Estimate, Information about existing SCADA System.	

Note: Please have all signatures on any contracts, agreements, etc. prior to board meeting and give all copies to Jaime Carr by the agenda deadline. Remember, one original will be retained for the minutes.

DUPLIN COUNTY
BOARD OF COMMISSIONERS
JULY 6, 2021

I. 2021 SCADA SYSTEM REPLACEMENT PROJECT

A. Approval of Use of American Rescue Plan Act Funds for SCADA Replacement Project

1. Discussion: The Duplin County Water Department has need of an improved SCADA system to better manage the County's water assets. See attached document from Donna Brown outlining the need for a new SCADA system. Applications for funding assistance have been filed in the past but have been unsuccessful. Duplin County will receive approximately $11,390,000 in American Rescue Plan Act (ARPA) funds. The Water Department would like to use a portion of ARPA funds to pay for the SCADA Project. The estimated cost for the SCADA project is $1,621,000.00. McDavid Associates, Inc. has prepared a Technical Services Agreement with Duplin County to perform engineer services for the project, for board consideration and approval.

2. **Action Requested:** **Motion Approving Duplin County to commit ARPA funds for the construction of SCADA Improvements for the Duplin County Water System and authorization for the Chairman to execute a Technical Services Agreement with McDavid Associates, Inc.**

PRELIMINARY COST ESTIMATE
2021 SCADA SYSTEM IMPROVEMENTS PROJECT
DUPLIN COUNTY

Item	Description	Unit	Quantity	Price	Amount
Construction Costs					
1	Unit CCU - Master Control Panel & SCADA Computer	LS	1	$80,000.00	$80,000.00
2	Primary SCADA Backup Server	LS	1	$20,000.00	$20,000.00
3	Remote Client Laptop	EA	2	$5,000.00	$10,000.00
4	Elevated Storage Tank Remote Panel/Control Unit	LS	6	$22,000.00	$132,000.00
5	Well Remote Panel/Control Unit	LS	8	$20,000.00	$160,000.00
6	EST & Well Site Remote Panel/Control Unit	LS	7	$27,500.00	$192,500.00
7	Booster Pump Station Remote Panel/Control Unit	LS	5	$25,000.00	$125,000.00
8	Booster Pump Station B1 Remote Panel/Control Unit	LS	1	$27,000.00	$27,000.00
9	Valve Station A-1 Remote Panel/Control Unit	LS	1	$10,000.00	$10,000.00
10	Valve Station F-1 Remote Panel/Control Unit	LS	1	$15,000.00	$15,000.00
11	Recalibrate Existing Transducers at Storage Tanks	EA	13	$1,000.00	$13,000.00
12	Installation of Omnidirectional Antennas and Radio Cable on Tanks	EA	13	$6,000.00	$78,000.00
13	Antenna Mounts and Messenger Piping	EA	13	$8,000.00	$104,000.00
14	Directional Antennas at Well, BPS and VS Sites - 60' Min	EA	13	$9,000.00	$117,000.00
15	Generator for Duplin County Water Department Office	LS	1	$44,500.00	$44,500.00
16	Valve Vault Improvements (Floats, wiring, limit switches)	EA	10	$2,500.00	$25,000.00
17	Genset integration with SCADA System	EA	3	$1,000.00	$3,000.00
18	Water Meter integration with SCADA System	EA	3	$2,000.00	$6,000.00
19	Water Meter installation at Well/BPS sites	EA	3	$7,500.00	$22,500.00
20	Spare Parts	LS	1	$8,000.00	$8,000.00
21	Owner's Training	EA	5	$1,000.00	$5,000.00
22	GIS/As-Built Preparation/Submittal	LS	1	$30,000.00	$30,000.00
	Subtotal				$1,227,500.00
23	Construction Administration (270 days)				$95,235.00
24	Construction Observation (270 days)				$55,040.00
25	Contingency				$109,250.00
	Subtotal Construction				**$1,487,025.00**
	Engineering Costs				
26	Engineering Design				$120,475.00
27	Permitting				$0.00
28	Engineering Reimbursables				$1,500.00
29	Additional Services				$8,000.00
	Adminstration Costs				
30	Legal Costs				$2,000.00
31	Other				$2,000.00
	TOTAL PROJECT COST				**$1,621,000.00**
	TOTAL FUNDING REQUEST				***$1,621,000.00***

Duplin County Water SCADA

SCADA stands for Supervisory Control and Data Acquisition. The SCADA system is used to monitor and control the water system. As the Duplin County system was built, new SCADA components were added to the new facilities. The oldest component of the SCADA system was installed in March 1994, which makes it 27 years old.

There are approximately thirty SCADA sites in the County system to include elevated storage tanks, wells, booster pump stations, valve stations and the main control unit.

The SCADA system is a major asset to water system for operating and monitoring the system 24 hours a day. The SCADA system alarms when tanks are dropping to low levels and when wells that are required to operate to supply water to certain districts do not operate to fill the tanks. If tanks drop to extremely low levels, it causes pressure loss in the system and boil water advisories have to be issued; causing problems with the public. The SCADA system parts for repair are obsolete. Without the SCADA system, I would need additional staff to assist in the operation of the system. The cost for upgrading the SCADA system is a major expense. I knew for a while this day was coming, so I have been very conservative over the years on spending and have created a reserve for this day. I have the funds in the Water Enterprise Funds to upgrade the SCADA system but we wanted to obtain grant funds if possible to assist with the project.

Below are some bullet comments which explain why a new SCADA system is needed:

- Hardware is obsolete (27 years old) in field. The existing hardware is no longer available. The technology is out of date.
- Compatible hardware at best 10 years old and at end of service life. Manufacturer of compatible hardware no longer performs system integration.
- Most of system currently using voice radios, and spare parts are difficult to find. Replacement radios will be hard to find. Newer technology has rendered radios obsolete.
- Radios will not be compatible with future FCC Regulations.

  The issue is with bandwidth. Several years ago, the FCC enacted "Narrow banding Regulations". The 150-174 MHz frequency band is congested with limited frequency availability for implementation of new systems. Therefore FCC required radios operating in the 150-174 MHz band to cease using 25 kHz efficiency technology and begin using radios using at least 12.5 kHz efficiency technology. It is my understanding that in the future, further narrow banding will be required. New data radios will meet this requirement and they will transmit data much faster (polling cycle). Right now, when I turn a well or pump on/off

with the SCADA system it may be 10 to 15 minutes later before I can tell if it is operating sufficiently. This will be much faster with newer radios.

- Software is obsolete, 15 years or older
- Hardware in office is outdated and runs on Windows XP
- Upon failure of the system, there will be no way to monitor the water system. We will not be able to monitor tank levels, wells and booster pumps running, pump failures, etc. We will not be able to monitor and detect major leaks, which may result in loss of system pressure.
- Would require more staff to maintain tank levels, turning pumps on and off to supply adequate water and conserve water. Manual operation will result in both tank water levels getting low (lower system pressure) and tanks overflowing (wasting water).
- Higher operating cost if current SCADA fails (chemicals and electricity)
- Technicians available to work on current SCADA system are at or near retirement age
- Newer technology and software will aid in better monitoring and management of the system
- Upon failure of the system, it will take several months to design, contract, approve materials and implement a new system.

Thank You, Donna Brown

AGENDA

County Commissioners
Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

Name/Department: Joe McKemey/Water Department	**Meeting Date:** July 6, 2021
Subject: Approval of Final Adjusting Change Order and budget amendment for the Duplin County Golden LEAF Generator Project.	
Summary explanation and background: Duplin County received grant funding from the Golden LEAF Foundation to emplace generators at three well sites for the County Water System. The work for the project is substantially complete. A final adjusting change order (Change Order No. 1) is needed to close out the project. The change order is a deduct in the amount of $9,661.30 for a final construction amount of $261,183.70. A budget amendment is required to address the change order. This is not the final project budget. See attachments	
Requested Action: Motion approving Resolution Amending Capital Project Budget Ordinance, which approves the change order and amends the project budget.	
Budget impact for this fiscal year: (Funds available, allocation needed, etc...) None. Project is funded with Golden LEAF Foundation grant funds.	
Budget impact for subsequent years: (Funds available, allocation needed, etc...) None. Project is funded with Golden LEAF Foundation grant funds.	
Time needed to explain to Commissioners: Five Minutes	
Attachments: Final Adjusting Change Order No. 1 and Resolution Amending Capital Project Budget Ordinance.	

Note: Please have all signatures on any contracts, agreements, etc. prior to board meeting and give all copies to Jaime Carr by the agenda deadline. Remember, one original will be retained for the minutes.

RESOLUTION
AMENDING CAPITAL PROJECT BUDGET ORDINANCE
GOLDEN LEAF PROJECT FY2020-064
DUPLIN COUNTY
JULY 6, 2021

WHEREAS, A Capital Project Budget Ordinance was adopted on January 6, 2020, and amended on September 8, 2020, for grant funding for the Golden LEAF Project FY2020-064 for the installation of generators at well sites, and

WHEREAS, an Amendment to the budget is needed due to Contract No. 1 - Change Order No. 1.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DUPLIN COUNTY:

That the attached budget is hereby amended for the construction of the Golden Leaf Project FY2020-064, and

That the Chairman is authorized and directed to execute all documents associated with Contract No. 1 - Change Order No. 1, on behalf of Duplin County.

Adopted this the 6th day of July, 2021.

_____
Dexter B. Edwards
Chairman, Board of Commissioners

(SEAL)

ATTEST:

_____
Davis H. Brinson, Clerk to the Board
Duplin County

GOLDEN LEAF PROJECT FY2020-064
DUPLIN COUNTY
JULY 6, 2021

	APPROVED BUDGET AS OF SEP. 8, 2020	CHANGES	BUDGET AFTER THIS AMENDMENT JUL 6, 2021
REVENUES			
Golden LEAF Foundation (GLF) Grant	$ 235,000.00	$	$ 235,000.00
Additional GLF Funding	$ 88,625.00	$	$ 88,625.00
Duplin County Local Funding	$ 0.00	$	$ 0.00
Sales Tax Refund	$ 0.00	$	$ 0.00
Contribution by Others	$ 0.00	$	$ 0.00
TOTAL REVENUES	**$ 323,625.00**	**$ 0.00**	**$ 323,625.00**
EXPENSES			
Construction	$ 270,845.00	$ (9,661.30)	$ 261,183.70
Engineering	$ 18,400.00	$	$ 18,400.00
Construction Administration/Observation	$ 11,000.00	$	$ 11,000.00
Reimbursable Expenses	$ 3,700.00	$	$ 3,700.00
Contingency	$ 19,680.00	$ 9,661.30	$ 29,341.30
TOTAL EXPENSES	**$ 323,625.00**	**$ 0.00**	**$ 323,625.00**

SECTION 01029

CONTRACT CHANGE ORDER

ORDER NO.	1
DATE	July 6, 2021
STATE	NC
COUNTY	Duplin

CONTRACT FOR Golden LEAF Project FY2020-064
Contract No. 1 - Water System Backup Generators

OWNER Duplin County

TO M - W Electric, Inc.
(Contractor)

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE in Contract Price
Final Adjusting Change Order - adjustment of quantities to match actual work performed	$ 9,661.30	$
TOTALS	$ 9,661.30	$
NET CHANGE IN CONTRACT PRICE	$ 9,661.30	$

JUSTIFICATION:

Final adjusting Change Order for the entire project. The Change Order brings the contract into balance with actual work performed and material supplied. Contractor provided time extension due to delay in the manufacture and shipment of the generators.

Current Contract Amount adjusted by previous Bid Negotiation Two Hundred Seventy Thousand Eight Hundred Forty-Five and 00/100 Dollars ($270,845.00).

The amount of the Contract will be (Decreased) (~~Increased~~) By The Sum Of: Nine Thousand Six Hundred Sixty-Six and 30/100 Dollars ($9,661.30).

The Contract Total Including this and previous Change Orders Will Be: Two Hundred Sixty-One Thousand One Hundred Eighty-Three and 70/100Dollars ($261,183.70).

The Contract Construction Completion Date prior to this Change Order is: March 16, 2021

The Contract Period Provided for Completion Will Be (Increased)(~~Decreased~~)(~~Unchanged~~): 69 Days

The Revised Contract Construction Complete Date after this Change Order is: May 24, 2021

This document will become a supplement to the contract and all provisions will apply hereto.

REQUESTED BY OWNER: Duplin County

By: _____ Date: _____

Name: Dexter B. Edwards Title: Chairman, Board of Commissioners

RECOMMENDED BY ENGINEER: McDavid Associates, Inc.

By: _____ Date: _____

Name: Joseph W. McKemey Title: Project Engineer

ACCEPTED BY CONTRACTOR: M-W Electric, Inc.

By: _____ Date: _____

Name: Mike Woods Title: President

END OF SECTION

Attachment - Change Order No. 1 - Part A, Unit Price Changes
Contract No. 1 - Water System Backup Generators
Golden LEAF Generator Project
Duplin County

			Contract As Per Bid Negotiation			Adds/Deducts		Contract As Per CO#1 Part A	
Item	Description	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	100 KW/125 KVA Standby Power Gen Sys	LS	1	$81,949.00	$81,949.00		$0.00	$81,949.00	$81,949.00
2	80KW/105KVA Standby Power Gen Sys	LS	2	$78,148.00	$156,296.00		$0.00	$78,148.00	$156,296.00
3	80KW/105KVA Portable Standby Power Gen Sys	LS	0	$105,223.00	$0.00		$0.00	$105,223.00	$0.00
4	6" Course Aggregate Base Course	SY	0	$17.00	$0.00		$0.00	$17.00	$0.00
5	100KW Portable Load Bank Allowance	AL	1	$10,000.00	$10,000.00		$0.00	$10,000.00	$10,000.00
6	Staking Allowance	AL	1	$3,000.00	$3,000.00		$0.00	$3,000.00	$3,000.00
7	GIS Allowance	AL	1	$10,000.00	$10,000.00		$0.00	$10,000.00	$10,000.00
4A	4" Coarse Aggregate Base Course	SY	640	$15.00	$9,600.00		$0.00	$15.00	$9,600.00
	Total				$270,845.00		$0.00		$270,845.00

Attachment - Change Order No. 1 - Part B, Quantity Changes
Contract No. 1 - Water System Backup Generators
Golden LEAF Generator Project
Duplin County

			Contract As Per CO#1 Part A			Adds/Deducts		Contract As Per CO#1	
Item	Description	Unit	Quantity	Unit Price	Amount	Quantity	Amount	Quantity	Amount
1	100 KW/125 KVA Standby Power Gen Sys	LS	1	$81,949.00	$81,949.00		$0.00	1	$81,949.00
2	80KW/105KVA Standby Power Gen Sys	LS	2	$78,148.00	$156,296.00		$0.00	2	$156,296.00
3	80KW/105KVA Portable Standby Power Gen Sys	LS	0	$105,223.00	$0.00		$0.00	-	$0.00
4	6" Course Aggregate Base Course	SY	0	$17.00	$0.00		$0.00	-	$0.00
5	100KW Portable Load Bank Allowance	AL	1	$10,000.00	$10,000.00	-1	($10,000.00)	-	$0.00
6	Staking Allowance	AL	1	$3,000.00	$3,000.00	0.0729	$218.70	1	$3,218.70
7	GIS Allowance	AL	1	$10,000.00	$10,000.00		$0.00	1	$10,000.00
4A	4" Coarse Aggregate Base Course	SY	640	$15.00	$9,600.00	8	$120.00	648	$9,720.00
	Total				$270,845.00		($9,661.30)		$261,183.70

AGENDA

County Commissioners
Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

Name / Department: EMS	Meeting Date: 7/6/21
Subject: Medicaid Transformation	
Summary, explanation and background: Effective July 1, 2021, approximately 63% of the NC Medicaid population will transition from traditional Medicaid coverage to one of the five Prepaid Health Plans (PHP): • AmeriHealth Caritas North Carolina, Inc. • BCBS of North Carolina • UnitedHealthcare of North Carolina, Inc. • WellCare of North Carolina, Inc. • Carolina Complete Health (Regions 3, 4 and 5) The remaining population will continue to be billed to Traditional Medicaid, with the largest of this group being Dual Eligible (Medicare Primary/Medicaid Secondary). Currently Duplin County receives about $97 an EMS transport for a person that is on Medicaid. The direct payment with the PHP, EMS will receive about $900 if the patient has switched over to one of the 5 PHP. The agreements that are attached are with the 5 PHP.	
Requested Action: To sign all 5 agreements	
Budget impact for this fiscal year: (Funds available, allocation needed, etc.) N/A	
Budget impact for subsequent years: (Funds available, allocation needed, etc.) None	
Time needed to explain to Commissioners: 5 minutes	

Attachments: 5
Instructions for what to do with attachments once approved: Send the signed copies back to Brandon McMahon

Note: Please have all signatures on any contracts, agreements, etc. prior to board meeting and give all copies to Jaime Carr by the agenda deadline. Remember, one original will be retained for the minutes

Ancillary Provider Participation Agreement

This Agreement is entered into by and between UnitedHealthcare of North Carolina, Inc., UnitedHealthcare Insurance Company of the River Valley, UnitedHealthcare of Wisconsin, Inc., and UnitedHealthcare Insurance Company, contracting on behalf of itself and other entities that are United's Affiliates (collectively referred to as "United") and _____("Facility").

This Agreement is effective on the later of the following dates (the "Effective Date"):

i) _____ or

ii) the first day of the first calendar month that begins at least 30 days after the date when this Agreement has been executed by all parties.

Through contracts with physicians and other providers of health care services, United maintains one or more networks of providers that are available to Customers. Facility is a provider of health care services.

United wishes to arrange to make Facility's services available to Customers. Facility wishes to provide those services, under the terms and conditions set forth in this Agreement.

The parties therefore enter into this Agreement.

Article I.
Definitions

The following terms when used in this Agreement have the meanings set forth below:

1.1 **Benefit Plan** means a certificate of coverage, summary plan description, or other document or agreement, whether delivered in paper or electronic format, under which a Payer is obligated to provide coverage of Covered Services for a Customer.

1.2 **Covered Service** is a health care service or product for which a Customer is entitled to receive coverage from a Payer, pursuant to the terms of the Customer's Benefit Plan with that Payer.

1.3 **Customary Charge** is the fee for health care services charged by Facility that does not exceed the fee Facility would ordinarily charge another person regardless of whether the person is a Customer.

1.4 **Customer** is a person eligible and enrolled to receive coverage from a Payer for Covered Services.

1.5 **Payment Policies** are the guidelines adopted by United for calculating payment of claims to facilities (including claims of Facility under this Agreement). The Payment Policies operate in conjunction with the specific reimbursement rates and terms set forth in the Payment Appendix or Payment Appendices to this Agreement. The Payment Policies may change from time to time as discussed in section 5.1 of this Agreement.

1.6 **Payer** is an entity obligated to a Customer to provide reimbursement for Covered Services under the Customer's Benefit Plan, and authorized by United to access Facility's services under this Agreement.

1.7 **Protocols** are the programs and administrative procedures adopted by United or a Payer to be followed by Facility in providing services and doing business with United and Payers under this Agreement. These Protocols may include, among other things, credentialing and recredentialing processes, utilization management and care management processes, quality improvement, peer review, Customer grievance, or concurrent review. The Protocols may change from time to time as discussed in section 4.4 of this Agreement.

1.8 **United's Affiliates** are those entities controlling, controlled by, or under common control with UnitedHealthcare Insurance Company.

Article II.
Representations and Warranties

2.1 **Representations and warranties of Facility.** Facility, by virtue of its execution and delivery of this Agreement, represents and warrants as follows:

i) Facility is a duly organized and validly existing legal entity in good standing under the laws of its jurisdiction of organization.

ii) Facility has all requisite corporate power and authority to conduct its business as presently conducted, and to execute, deliver and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement by Facility have been duly and validly authorized by all action necessary under its organizational documents and applicable corporate law. This Agreement has been duly and validly executed and delivered by Facility and (assuming the due authorization, execution and delivery of this Agreement by United) constitutes a valid and binding obligation of Facility, enforceable against Facility in accordance with its terms, except as enforceability may be limited by the availability of equitable remedies or defenses and by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally.

iii) The execution, delivery and performance of this Agreement by Facility do not and will not violate or conflict with (a) the organizational documents of Facility, (b) any material agreement or instrument to which Facility is a party or by which Facility or any material part of its property is bound, or (c) applicable law.

iv) Facility has obtained and holds all registrations, permits, licenses, and other approvals and consents, and has made all filings, that it is required to obtain from or make with all governmental entities under applicable law in order to conduct its business as presently conducted and to enter into and perform its obligations under this Agreement.

v) Facility has been given an opportunity to review the Protocols and Payment Policies. See the Additional Manuals Appendix for additional information regarding the Protocols and Payment Policies applicable to Customers enrolled in certain Benefit Plans.

vi) Each submission of a claim by Facility pursuant to this Agreement constitutes the representation and warranty by it to United that (a) it has complied with the requirements of this Agreement with respect to the Covered Services involved and the submission of the claim, (b) the charge amount set forth on the claim is the Customary Charge and (c)

the claim is a valid claim.

2.2 Representations and warranties of United. United, by virtue of its execution and delivery of this Agreement, represents and warrants as follows:

i) United is a duly organized and validly existing legal entity in good standing under the laws of its jurisdiction of organization.

ii) United has all requisite corporate power and authority to conduct its business as presently conducted, and to execute, deliver and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement by United have been duly and validly authorized by all action necessary under its organizational documents and applicable corporate law. This Agreement has been duly and validly executed and delivered by United and (assuming the due authorization, execution and delivery of this Agreement by Facility) constitutes a valid and binding obligation of United, enforceable against United in accordance with its terms, except as enforceability may be limited by the availability of equitable remedies or defenses and by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally.

iii) The execution, delivery and performance of this Agreement by United do not and will not violate or conflict with (a) the organizational documents of United, (b) any material agreement or instrument to which United is a party or by which United or any material part of its property is bound, or (c) applicable law.

iv) United has obtained and holds all registrations, permits, licenses, and other approvals and consents, and has made all filings, that it is required to obtain from or make with all governmental entities under applicable law in order to conduct its business as presently conducted and to enter into and perform its obligations under this Agreement.

Article III.
Applicability of this Agreement

3.1 Facility's services.

i) This Agreement applies to Covered Services provided at Facility's service locations set forth in Appendix 1. If the service location is not listed in Appendix 1, this section 3.1 and this Agreement should nevertheless be understood as applying to the actual service locations that existed when this Agreement was executed, rather than to a billing address, post office box, or any other address set forth in Appendix 1.

In the event Facility begins providing services at other service locations, at new types of facilities, or under other Taxpayer Identification Number(s), those additional Taxpayer Identification Numbers, new types of facilities or locations, will become subject to this Agreement only upon the written agreement of the parties. This subsection 3.1(i) applies to cases when Facility adds the location itself (such as through new construction or through conversion of a free-standing location to provider-based), and when Facility acquires, merges or comes under common ownership with an existing provider that was not already under contract with United or one of United's Affiliates to participate in a network of health care providers). For purposes of this section 3.1, "new types of facilities" include any type of health care provider other than transportation provider.

ii) In the event Facility acquires or is acquired by, merges with, or otherwise becomes affiliated with another provider of health care services that is already under contract with United or one of United's Affiliates to participate in a network of health care providers, the payment rates for each of Facility's locations specified in this Agreement and the payment rates for the other provider will be (a) the rates set forth in the other agreement, or (b) the rates set forth in the applicable Payment Appendix to this Agreement, as decided by United with written notice to Facility.

iii) Facility will not transfer all or some of its assets to any other entity during the term of this Agreement, with the result that all or some of the Covered Services subject to this Agreement will be rendered by the other entity rather than by Facility, without the express written agreement of United. This subsection 3.1(iii) applies to arrangements under which another provider leases space from Facility after the Effective Date of this Agreement, so that Covered Services that were subject to this Agreement as of the Effective Date of this Agreement are rendered instead by another provider after the lease takes place.

3.2 Payers and Benefit Plans. United may allow Payers to access Facility's services under this Agreement for certain Benefit Plans, as described in Appendix 2. Appendix 2 may be modified by United upon 30 days written or electronic notice.

Section 8.3 of this Agreement will apply to Covered Services provided to Customers covered by Benefit Plans that are added to the list in Appendix 2 of Benefit Plans excluded from this Agreement as described above.

3.3 Patients who are not Customers. This Agreement does not apply to services rendered to patients who are not Customers at the time the services were rendered. Section 6.6 of this Agreement addresses circumstances in which claims for services rendered to those patients are inadvertently paid.

3.4 Health care. This Agreement and Customer Benefit Plans do not dictate the health care provided by Facility, or govern Facility's determination of what care to provide its patients, even if those patients are Customers. The decision regarding what care is to be provided remains with Facility and with Customers and their physicians, and not with United or any Payer.

3.5 Communication with Customers. Nothing in this Agreement is intended to limit Facility's right or ability to communicate fully with a Customer and the Customer's physician regarding the Customer's health condition and treatment options. Facility is free to discuss all treatment options without regard to whether or not a given option is a Covered Service. Facility is free to discuss with a Customer any financial incentives Facility may have under this Agreement, including describing at a general level the payment methodologies contained in this Agreement. Facility may also assist a Customer in estimating the cost of a given Covered Service.

Article IV.
Duties of Facility

4.1 Provide Covered Services. Facility will provide Covered Services to Customers. Facility must be in compliance with section 2.1(iv) of this Agreement and, to the extent Facility is subject to

credentialing by United, Facility must be credentialed by United or its delegate prior to furnishing any Covered Services to Customers under this Agreement.

4.2 **Nondiscrimination.** Facility will not discriminate against any patient, with regard to quality of service or accessibility of services, on the basis that the patient is a Customer.

4.3 **Accessibility.** At a minimum, Facility will be open during normal business hours, Monday through Friday.

4.4 **Cooperation with Protocols.** Facility will cooperate with and be bound by United's and Payers' Protocols. The Protocols include but are not limited to all of the following:

i) For non-emergency Covered Services, Facility will assist Customers to maximize their benefits by referring or directing Customers only to other providers that participate in United's network, except as authorized by United through United's process for approving out-of-network services for in-network benefits.

ii) As further described in the Protocols, Facility will provide notification and participate in utilization management programs regarding certain Covered Services, accept and return telephone calls from United staff, and respond to United requests for clinical information as required by United or Payer.

The Protocols will be made available to Facility online or upon request. Some or all Protocols also may be disseminated in the form of an administrative manual or guide or in other communications. Currently, the Protocols may be found at www.UHCprovider.com. United will notify Facility of any changes in the location of the Protocols.

United may change the Protocols from time to time. United will use reasonable commercial efforts to inform Facility at least 30 days in advance of any material changes to the Protocols. United may implement changes in the Protocols without Facility's consent if the change is applicable to all or substantially all facilities of the same type and in the same state as Facility (as used in this sentence, examples of a type of facility are an inpatient hospital, SNF, rehab hospital, or ambulatory surgery center). Otherwise, changes to the Protocols proposed by United to be applicable to Facility are subject to the terms of section 9.2 of this Agreement applicable to amendments.

4.5 **Employees and subcontractors.** Facility will assure that its employees, affiliates and any individuals or entities subcontracted by Facility to render services in connection with this Agreement adhere to the requirements of this Agreement. The use of employees, affiliates or subcontractors to render services in connection with this Agreement will not limit Facility's obligations and accountability under this Agreement with regard to these services. Facility affiliates are those entities that control, are controlled by or are under common control with Facility.

4.6 **Licensure.** Facility will maintain, without material restriction, such licensure, registration, and permits as are necessary to enable Facility to lawfully perform this Agreement.

4.7 **Liability insurance.** Facility will procure and maintain liability insurance. Except to the extent coverage is a state mandated placement, Facility's coverage must be placed with responsible, financially sound insurance carriers authorized or approved to write coverage in the state in which the Covered Services are provided. Facility's liability insurance must be, at a minimum, of the types and in the amounts set forth below. Facility's medical malpractice insurance must be either

occurrence or claims made with an extended period reporting option. Prior to the Effective Date of this Agreement and within 10 days of each policy renewal thereafter, Facility will submit to United in writing evidence of insurance coverage.

TYPE OF INSURANCE	MINIMUM LIMITS
Medical malpractice and/or professional liability insurance	One Million Dollars ($1,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) aggregate
Commercial general and/or umbrella liability insurance	One Million Dollars ($1,000,000.00) per occurrence and aggregate

In lieu of purchasing the insurance coverage required in this section, Facility may, with the prior written approval of United, self-insure its medical malpractice and/or professional liability, as well as its commercial general liability. Facility will maintain a separate reserve for its self-insurance. Prior to the Effective Date, Facility will provide a statement, verified by an independent auditor or actuary, that its reserve funding levels and process of funding appears adequate to meet the requirements of this section and fairly represents the financial condition of the fund. Facility will provide a similar statement during the term of this Agreement upon United's request, which will be made no more frequently than annually. Facility will assure that its self-insurance fund will comply with applicable laws and regulations.

4.8 Notice by Facility. Facility will give notice to United within 10 days after any event that causes Facility to be out of compliance with section 4.6 or 4.7 of this Agreement, or of any change in Facility's name, ownership, control, or Taxpayer Identification Number.

In addition, Facility will give written notice to United 45 days prior to the effective date of changes in existing remit address(es) and other demographic information.

4.9 Customer consent to release of medical record information. Facility will obtain any Customer consent required in order to authorize Facility to provide access to requested information or records as contemplated in section 4.10 of this Agreement, including copies of the Facility's medical records relating to the care provided to Customer.

4.10 Maintenance of and access to records. Facility will maintain medical, financial and administrative records related to Covered Services rendered by Facility under this Agreement, including claims records, for at least 6 years following the end of the calendar year during which the Covered Services are provided, unless a longer retention period is required by applicable law.

Facility will provide access to these records as follows:

i) to United or its designees, in connection with United's utilization management, quality assurance and improvement and for claims payment, health care operations and other administrative obligations, including reviewing Facility's compliance with the terms and provisions of this Agreement and appropriate billing practice. Facility will provide access during ordinary business hours within fourteen days after a request is made, except in cases of a United billing audit involving an allegation of fraud or abuse or the health and safety of a Customer (in which case, access must be given within 48 hours after the request) or of an expedited Customer appeal or grievance (in which case, access will be

given so as to enable United to reasonably meet the timelines for determining the appeal or grievance). If records are requested to adjudicate a claim or to make a decision regarding a request for correction under 6.10, or regarding an appeal, Facility will provide copies of the requested records within fourteen days after the request is made; and

ii) to agencies of the government, in accordance with applicable law, to the extent that access is necessary to comply with regulatory requirements applicable to Facility, United, or Payers.

Facility will cooperate with United on a timely basis in connection with any such record request including, among other things, in the scheduling of and participation in an interview to review findings, within 30 days after United's request.

If such information and records are requested by United, Facility will provide copies of the records free of charge.

4.11 **Access to data.** Facility represents that in conducting its operations, it collects and reviews certain quality data relating to care rendered by Facility that is reported in a manner which has been validated by a third party as having a clear, evidence-based link to quality or safety (e.g., AHRQ standards) or which has been created by employer coalitions as proxies for quality (e.g., Leapfrog standards).

United recognizes that Facility has the sole discretion to select the metrics which it will track from time to time and that Facility's primary goal in so tracking is to advance the quality of patient care. If the information that Facility chooses to report on is available in the public domain in a format that includes all data elements required by United, United will obtain quality information directly from the source to which Facility reported. If the Facility does not report metrics in the public domain, on a quarterly basis, Facility will share these metrics with United as tracked against a database of all discharged, commercial patients (including patients who are not United customers). United may publish this data to entities to which United renders services or seeks to render services, and to Customers.

4.12 **Compliance with law.** Facility will comply with applicable regulatory requirements, including but not limited to those relating to confidentiality of Customer medical information.

4.13 **Electronic connectivity.** When made available by United, Facility will do business with United electronically. Facility will use www.UHCprovider.com to check eligibility status, claims status, and submit requests. Facility will use www.UHCprovider.com for additional functionalities (for instance, notification of admission) after United informs Facility that these functionalities have become available for the applicable Customer.

4.14 **Implementation of patient safety programs.** Facility will implement quality programs recommended by nationally recognized independent third parties on a reasonably prompt basis.

Article V.
Duties of United and Payers

5.1 **Payment of claims.** As described in further detail in Article VI of this Agreement, Payers will pay Facility for rendering Covered Services to Customers. United will make its Payment Policies available to Facility online or upon request. United may change its Payment Policies from time to time, and will make information available describing the change.

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5.2 **Liability insurance.** United will procure and maintain professional and general liability insurance, as United reasonably determines may be necessary to protect United and United's employees against claims, liabilities, damages or judgments that arise out of services provided by United or United's employees under this Agreement.

5.3 **Licensure.** United will maintain, without material restriction, such licensure, registration, and permits as are necessary to enable United to lawfully perform this Agreement.

5.4 **Notice by United.** United will give written notice to Facility within 10 days after any event that causes United to be out of compliance with section 5.2 or 5.3 of this Agreement, or of any change in United's name, ownership, control, or Taxpayer Identification Number. This section does not apply to changes of ownership or control that result in United being owned or controlled by an entity with which it was already affiliated prior to the change.

5.5 **Compliance with law.** United will comply with applicable regulatory requirements, including but not limited to those relating to confidentiality of Customer medical information and those relating to prompt payment of claims, to the extent those requirements are applicable.

5.6 **Electronic connectivity.** United will do business with Facility electronically by providing eligibility status, claims status, and accepting requests for claim adjustments, for those Benefit Plans supported by www.UHCprovider.com. United will communicate enhancements in www.UHCprovider.com functionality as they become available, as described in section 4.13 of this Agreement, and will make information available as to which Benefit Plans are supported by www.UHCprovider.com.

5.7 **Employees and subcontractors.** United will assure that its employees, affiliates and any individuals or entities subcontracted by United to render services in connection with this Agreement adhere to the requirements of this Agreement. The use of employees, affiliates or subcontractors to render services in connection with this Agreement will not limit United's obligations and accountability under this Agreement with regard to those services.

Article VI.
Submission, Processing, and Payment of Claims

6.1 **Form and content of claims.** Facility must submit claims for Covered Services as described in the Protocols, using current, correct and applicable coding.

6.2 **Electronic filing of claims.** Within six months after the Effective Date of this Agreement, Facility will use electronic submission for all of its claims under this Agreement that United is able to accept electronically.

6.3 **Time to file claims.** Unless a longer timeframe is required under applicable law, all information necessary to process a claim must be received by United no more than 90 days from the date of

discharge or from the date outpatient Covered Services are rendered. If Payer is not the primary payer, and Facility is pursuing payment from the primary payer, the timely filing limit will begin on the date Facility receives the claim response from the primary payer.

In the event United requests additional information in order to process a claim, Facility will provide that additional information within 90 days of United's request, unless a longer timeframe is required under applicable law.

6.4 Payment of claims for Covered Services. Payer will pay claims for Covered Services as further described in the applicable Payment Appendix to this Agreement and in accordance with Payment Policies.

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Claims for Covered Services subject to coordination of benefits will be paid in accordance with the Customer's Benefit Plan and applicable state and federal law.

The obligation for payment under this Agreement is solely that of Payer, and not that of United unless United is the Payer.

6.5 Denial of claims for not following Protocols, for not filing timely, for Services not Covered under the Customer's Benefit Plan, or for lack of medical necessity.

i) **Non-compliance with Protocol.** Payment may be denied in whole or in part if Facility does not comply with a Protocol or does not file a timely claim as required under section 6.3 of this Agreement.

In the event payment is denied under this subsection 6.5(i) for Facility's failure to file a timely claim or to comply with a Protocol regarding notification or regarding lack of coverage approval on file, Facility may request reconsideration of the denial, and the denial under this subsection (i) will be reversed if Facility can show that, at the time the Protocols required notification or prior authorization, or at the time the claim was due:

- Facility did not know and was unable to reasonably determine that the patient was a Customer, and
- Facility took reasonable steps to learn that the patient was a Customer, and
- Facility promptly submitted a claim after learning the patient was a Customer.

A claim denied under this subsection (i) is also subject to denial for other reasons permitted under the Agreement; reversal of a denial under this subsection (i) does not preclude United from upholding a denial for one of these other reasons.

ii) **Non-Covered Services.** Services not covered under the applicable Benefit Plan are not subject to the rates or discounts of this Agreement. Facility may seek and collect payment from a Customer for such services (provided that Facility obtained the Customer's written consent).

iii) **Denials for lack of medical necessity through the prior authorization process.** If a service would otherwise be a Covered Service, but is not a Covered Service under the applicable Benefit Plan because it is determined through the prior authorization process to not meet the Benefit Plan's requirement of medical necessity, as defined in the Benefit Plan or applicable law (or not meet a similar concept in the Benefit Plan, such as not being consistent with nationally recognized scientific evidence as available, or not being

consistent with prevailing medical standards and clinical guidelines), Facility may seek or collect payment from the Customer but only if, prior to receiving the service, the Customer had knowledge of the determination of non-coverage and specifically agreed in writing to be responsible for payment of those charges.

6.6 Retroactive correction of information regarding whether patient is a Customer. Prior to rendering services, Facility will ask the patient to present his or her Customer identification card. In addition, Facility may contact United to obtain the most current information available to United on the patient's status as a Customer.

However, such information provided by United is subject to change retroactively, under the following circumstances, (i) if United has not yet received information that an individual is no longer a Customer; (ii) if the individual's Benefit Plan is terminated retroactively for any reason including, but not limited to, non-payment of premium; (iii) as a result of the Customer's final decision regarding continuation of coverage pursuant to state and federal laws; or (iv) if eligibility information United receives is later proven to be false.

If Facility provides health care services to an individual, and it is determined that the individual was not a Customer at the time the health care services were provided, those services will not be eligible for payment under this Agreement and any claims payments made with regard to those services may be recovered as overpayments under the process described in section 6.10 of this Agreement. Facility may then directly bill the individual, or other responsible party, for those services.

_____

6.7 Payment under this Agreement is payment in full. Payment as provided under section 6.4 of this Agreement, together with any co-payment, deductible or coinsurance for which the Customer is responsible under the Benefit Plan, is payment in full for a Covered Service. Facility will not seek to recover, and will not accept, any payment from Customer, United, Payer or anyone acting on their behalf, in excess of payment in full as provided in this section 6.7, regardless of whether that amount is less than Facility's billed charge or Customary Charge.

6.8 Customer hold harmless. Facility will not bill or collect payment from the Customer, or seek to impose a lien, for the difference between the amount paid under this Agreement and Facility's billed charge or Customary Charge, or for any amounts denied or not paid under this Agreement due to:

i) Facility's failure to comply with the Protocols,

ii) Facility's failure to file a timely claim,

iii) Payer's Payment Policies,

iv) inaccurate or incorrect claim processing,

v) insolvency or other failure by Payer to maintain its obligation to fund claims payments, if Payer is United, or is an entity required by applicable law to assure that its Customers not be billed in these circumstances, or

vi) a denial based on lack of medical necessity or based on consistency with nationally recognized scientific evidence as available, and prevailing medical standards and clinical guidelines, except as provided in section 6.5 of this Agreement.

This obligation to refrain from billing Customers applies even in those cases in which Facility believes that United or Payer has made an incorrect determination. In such cases, Facility may pursue remedies under this Agreement against United or Payer, as applicable, but must still hold the Customer harmless.

In the event of a default by a Payer other than those Payers covered by clause (v) of this section 6.8, Facility may seek payment directly from the Payer or from Customers covered by that Payer. However, Facility may do so only if it first inquires in writing to United as to whether the Payer has defaulted and, in the event that United confirms that Payer has defaulted (which confirmation will not be unreasonably withheld), Facility then gives United 15 days prior written notice of Facility's intent to seek payment from Payer or Customers. For purposes of this paragraph, a default is a systematic failure by a Payer to fund claims payments related to Customers covered through that Payer; a default does not occur in the case of a dispute as to whether certain claims should be paid or the amounts that should be paid for certain claims.

This section 6.8 and section 6.7 will survive the termination of this Agreement, with regard to Covered Services rendered prior to when the termination takes effect.

6.9 Consequences for failure to adhere to Customer protection requirements. If Facility collects payment from, brings a collection action against, or asserts a lien against a Customer for Covered Services rendered (other than for the applicable co-payment, deductible or coinsurance), contrary to section 6.7 or 6.8 of this Agreement, Facility will be in breach of this Agreement. This section 6.9 will apply regardless of whether Customer or anyone purporting to act on Customer's behalf has executed a waiver or other document of any kind purporting to allow Facility to collect such payment from Customer.

In the event of such a breach, Payer may deduct, from any amounts otherwise due Facility, the amount wrongfully collected from Customers, and may also deduct an amount equal to any costs or expenses incurred by the Customer, United or Payer in defending the Customer and otherwise enforcing sections 6.7 through 6.9 of this Agreement. Any amounts deducted by Payer in accordance with this provision will be used to reimburse the Customer and to satisfy any costs incurred. The remedy contained in this paragraph does not preclude United from invoking any other remedy for breach that may be available under this Agreement.

6.10 Correction of claims payments. If Facility does not seek correction of a given claim payment or denial by giving notice to United within 12 months after the claim was initially processed, it will have waived any right to subsequently seek such correction under this section 6.10, or through dispute resolution under Article VII of this Agreement or in any other forum.

Facility will repay overpayments within 30 days of written or electronic notice of the overpayment. Facility will promptly report any credit balance that it maintains with regard to any claim overpayment under this Agreement, and will return the overpayment to United within 30 days after posting it as a credit balance.

Recovery of overpayments may be accomplished by offsets against future payments.

Article VII.
Dispute Resolution

The parties will work together in good faith to resolve any and all disputes between them ("Disputes") including but not limited to the existence, validity, scope or termination of this Agreement or any term thereof, and all questions of arbitrability, with the exception of any question regarding the availability of class arbitration or consolidated arbitration, which is expressly waived below. Disputes also include any dispute in which Facility is acting as the assignee of one or more Customer. In such cases, Facility agrees that the provisions of this Article VII will apply, including without limitation the requirement for arbitration.

If the Dispute pertains to a matter which is generally administered by certain United procedures, such as a credentialing or quality improvement plan, the policies and procedures set forth in that plan must be fully exhausted by Facility before Facility may invoke any right to arbitration under this Article VII. For Disputes regarding payment of claims, a party must have timely initiated, and completed, the claim reconsideration and appeal process as set forth in the Administrative Guide in order to initiate the Dispute process.

If the parties are unable to resolve any such Dispute within 60 days following the date one party sent written notice of the Dispute to the other party, and if either party wishes to pursue the Dispute, it may do so only by submitting the Dispute to binding arbitration conducted by the American Arbitration Association ("AAA") in accordance with the AAA Healthcare Payor Provider Arbitration Rules, as they may be amended from time to time (see http://www.adr.org), except that, in any case involving a Dispute in which a party seeks an award of $1,000,000 or greater or seeks termination of this Agreement, a panel of three arbitrators will be used; a single arbitrator cannot award $1,000,000 or more or order that this Agreement is terminated. The arbitrator(s) will be selected from the AAA National Healthcare Roster (as described in the AAA Healthcare Payor Provider Arbitration Rules) or the AAA's National Roster of Arbitrators (as described the AAA Commercial Arbitration Rules and Mediation Procedures). Unless otherwise agreed to in writing by the parties, if the party wishing to pursue the Dispute does not initiate the arbitration within one year after the date on which written notice of the Dispute was given, or, for Disputes subject to the procedures or processes described in the previous paragraph, within one year after the completion of the applicable procedure or process, it will have waived its right to pursue the Dispute in any forum.

Any arbitration proceeding under this Agreement will be conducted in Guilford County, NC. The arbitrator(s) may construe or interpret but must not vary or ignore the terms of this Agreement and will be bound by controlling law. The arbitrator(s) have no authority to award punitive, exemplary, indirect or special damages, except in connection with a statutory claim that explicitly provides for that relief.

Except as may be required by law, neither a party, including without limitation, the parties' representatives, consultants and counsel of record in the arbitration, nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder, or any Confidential Arbitration Information without the prior written consent of all parties. "Confidential Arbitration Information" means any written submissions in an arbitration by either party, discovery exchanged, evidence submitted, transcriptions or other records of hearings in the matter and any orders and awards issued, and any reference to whether either party won, lost, prevailed, or did not prevail against the other party in any arbitration proceeding, as well as any settlement agreement related to an arbitration. However, judgment on the award may be entered under seal in any court having jurisdiction thereof, by either party.

The parties expressly intend that any arbitration be conducted on an individual basis, so that no third parties may be consolidated or joined or allowed to proceed with class arbitration. The parties agree that any arbitration ruling allowing class arbitration, or requiring consolidated arbitration involving any third party(ies), would require immediate judicial review. Notwithstanding anything in this Agreement to the contrary, this paragraph may not be severed from Article VII of the Agreement under any circumstances,

including but not limited to unlawfulness, invalidity or unenforceability.

The decision of the arbitrator(s) on the points in dispute will be binding. The parties acknowledge that because this Agreement affects interstate commerce the Federal Arbitration Act applies.

In the event any court determines that this arbitration procedure is not binding or otherwise allows litigation involving a Dispute to proceed, the parties hereby waive any and all right to trial by jury in, or with respect to, the litigation. The litigation would instead proceed with the judge as the finder of fact.

In the event a party wishes to terminate this Agreement based on an assertion of uncured material breach, and the other party disputes whether grounds for the termination exist, the matter will be resolved through arbitration under this Article VII. While the arbitration remains pending, the termination for breach will not take effect.

_____

This Article VII will survive any termination of this Agreement.

Article VIII.
Term and Termination

8.1 **Term.** This Agreement will take effect on the Effective Date. This Agreement has an initial term of three years and will renew automatically for renewal terms of one year, until terminated pursuant to section 8.2 of this Agreement.

8.2 **Termination.** This Agreement may be terminated under any of the following circumstances:

i) by mutual written agreement of the parties;

ii) by either party, upon at least 90 days prior written notice, effective at the end of the initial term or effective at the end of any renewal term;

iii) by either party, upon 60 days prior written notice, in the event of a material breach of this Agreement by the other party; the notice must include a specific description of the alleged material breach; however, the termination will not take effect if the breach is cured within 60 days after notice of the termination; moreover, termination may be deferred as further described in Article VII of this Agreement;

iv) by either party, upon 10 days prior written notice, in the event the other party loses licensure or other governmental authorization necessary to perform this Agreement, or fails to have insurance as required under section 4.7 or section 5.2 of this Agreement;

v) by United, upon 10 days prior written notice, in the event Facility loses accreditation; or

vi) by United, upon 90 days prior written notice, in the event:

a) Facility loses approval for participation under United's credentialing plan, or

b) Facility does not successfully complete the United's re-credentialing process as required by the credentialing plan.

8.3 **Ongoing Services to certain Customers after termination takes effect.** In the event a Customer is receiving any of the Covered Services listed below, as of the date the termination of this Agreement takes effect, Facility will continue to render those Covered Services to that Customer, and this Agreement will continue to apply to those Covered Services, after the termination takes effect, for the length of time indicated below:

Pregnancy, Third Trimester – Low Risk	Through postpartum follow up visit
Pregnancy, First, Second or Third Trimester – Moderate Risk and High Risk	Through postpartum follow up visit
Non-Surgical Cancer Treatment	30 days or a complete cycle of radiation or chemotherapy, whichever is greater
End Stage Kidney Disease and Dialysis	30 days
Symptomatic AIDS undergoing active treatment	30 days
Circumstances where Payer is required by applicable law to provide transition coverage of services rendered by Facility after Facility leaves the provider network accessed by Payer.	As applicable

Article IX.
Miscellaneous Provisions

9.1 **Entire Agreement.** In order for this Agreement to be binding, a hard copy must be signed by both parties. This Agreement is the entire agreement between the parties with regard to its subject matter, and supersedes any prior written or unwritten agreements between the parties or their affiliates with regard to the same subject matter, except that this Agreement does not supersede a national agreement between the parties or their affiliates.

9.2 **Amendment.** This Agreement may only be amended in a writing signed by both parties, except that this Agreement may be unilaterally amended by United upon written notice to Facility in order to comply with applicable regulatory requirements. United will provide at least 30 days notice of any such regulatory amendment, unless a shorter notice is necessary in order to accomplish regulatory compliance.

9.3 **Nonwaiver.** The waiver by either party of any breach of any provision of this Agreement is not a waiver of any subsequent breach of the same or any other provision.

9.4 **Assignment.** This Agreement may not be assigned by either party without the written consent of the other party, except that this Agreement may be assigned by United to any of United's Affiliates.

Additionally, if United transfers to a third party all of its business described in a given line item in Appendix 2, section 1, or other line of business, United may assign this Agreement, only as it relates to that transferred business, to that third party. Such an assignment will not impact the relationship of the parties under this Agreement with regard to the remainder of United's business.

9.5 **Relationship of the parties.** The sole relationship between the parties to this Agreement is that of independent contractors. This Agreement does not create a joint venture, partnership, agency, employment or other relationship between the parties.

9.6 **No third-party beneficiaries.** United and Facility are the only entities with rights and remedies under this Agreement.

9.7 **Calendar days.** Unless this Agreement specifically provides otherwise, all references in this Agreement to a period of days refers to calendar days.

9.8 **Notice procedures.** Any notice required to be given under this Agreement must be in writing, except in cases in which this Agreement specifically permits electronic notice, or as otherwise permitted or required in the Protocols. Acceptable forms of written notice include facsimile, first class mail, certified mail, or overnight delivery by a national, recognized delivery service. All notices of termination of this Agreement by either party must be sent by certified mail, return receipt requested, addressed to the appropriate party at the address set forth on the signature portion of this Agreement. Each party will provide the other with proper addresses, facsimile numbers and electronic mail addresses.

9.9 **Confidentiality.** Neither party may disclose to a Customer, other health care providers, or other third parties any of the following information (except as required by an agency of the government):

i) any proprietary business information, not available to the general public, obtained by the party from the other party;
ii) the specific reimbursement amounts provided for under this Agreement, except for purposes of administration of benefits, including informing Customers, Benefit Plan sponsors and/or referring providers about the cost of a particular Covered Service or set of Covered Services; or
iii) any customer list of the other party regardless of how such customer list was generated.

This section 9.9 does not preclude the disclosure of information by United to a third party as part of the process by which the third party is considering whether to purchase services from United.

At least 48 hours before either party issues a press release, advertisement, or other media statement about the business relationship between the parties, that party will give the other party a copy of the material the party intends to issue.

Except as otherwise required by applicable law or stock exchange rule, Facility will not, and will not permit any of its representative affiliates, representatives or advisors to, issue or cause the publication of any press release or make any other public announcement, including, without limitation, any advertisement, with respect to this Agreement without the consent of United.

9.10 **Governing law.** This Agreement will be governed by and construed in accordance with the laws of the state in which Facility renders Covered Services, and any other applicable law.

9.11 **Regulatory appendices.** One or more regulatory appendices are attached to this Agreement, and set forth additional provisions included in this Agreement in order to satisfy regulatory requirements under applicable law. These regulatory appendices, and any attachments to them, are expressly incorporated into this Agreement and are binding on the parties to this Agreement. In the event of any inconsistent or contrary language between a regulatory appendix and any

other part of this Agreement, including but not limited to appendices, amendments and exhibits, the regulatory appendix will control, to the extent it is applicable.

9.12 Severability. Except as otherwise set forth in this Agreement, any provision of this Agreement that is unlawful, invalid or unenforceable in any situation in any jurisdiction will not affect the validity or enforceability of the remaining provisions of this Agreement or the lawfulness, validity or enforceability of the offending provision in any other situation or jurisdiction.

9.13 Survival. Notwithstanding the termination of this Agreement, this Agreement will continue to apply to Covered Services rendered while this Agreement was in effect. Additionally, section 9.9 of this Agreement, (except for the last paragraph) will survive the termination of this Agreement.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES.

_____, as signed by its authorized representative:	*Address to be used for giving notice to Facility under this Agreement:*
Signature:	Street: _____
Print Name: _____	City: _____
Title: _____	State:_____Zip Code: _____
Date: _____	Email: _____

UnitedHealthcare of North Carolina, Inc., UnitedHealthcare Insurance Company of the River Valley, UnitedHealthcare of Wisconsin, Inc., and UnitedHealthcare Insurance Company, on behalf of itself and the other entities that are United Affiliates, as signed by its authorized representative:

Signature:
Print Name: _____
Title: _____
Date: _____
Address to be used for giving notice to United under this Agreement: Street:_____ City: _____ State:_____Zip Code: _____
For office use only: 1846659 Month, day and year in which Agreement is first effective: _____

Appendix 1
Facility Location and Service Listings

IMPORTANT NOTES: Facility acknowledges its obligation under section 4.8 to promptly report any change in Facility's name or Taxpayer Identification Number. Failure to do so may result in denial of claims or incorrect payment.

The location where Covered Services will be rendered ("Service Location") MUST be listed in this Appendix.

FACILITY LOCATION - List BOTH the Service Location and the Billing Address for the Service Location	
Service Location	**Billing Address for the Service Location**
Facility Name	**Facility Name**
Street Address	**Street Address**
City	**City**
State and Zip Code	**State and Zip Code**
Phone Number	**Phone Number**
TIN	
_____	
National Provider ID (NPI)	
_____	
ADDITIONAL FACILITY LOCATIONS - List BOTH the Service Location and the Billing Address for the Service Location	
Service Location	**Billing Address for the Service Location**
Facility Name	**Facility Name**
Street Address	**Street Address**
City	**City**
State and Zip Code	**State and Zip Code**
Phone Number	**Phone Number**
TIN	
_____	
National Provider ID (NPI)	
_____	
ADDITIONAL FACILITY LOCATIONS - List BOTH the Service Location and the Billing Address for the Service Location	
Service Location	**Billing Address for the Service Location**

Facility Name	**Facility Name**
Street Address	**Street Address**
City	**City**
State and Zip Code	**State and Zip Code**
Phone Number	**Phone Number**
TIN	
_____	
National Provider ID (NPI)	
_____	

Facility Name	**Facility Name**
Street Address	**Street Address**
City	**City**
State and Zip Code	**State and Zip Code**
Phone Number	**Phone Number**
TIN	
_____	
National Provider ID (NPI)	
_____	

Appendix 2
Benefit Plan Descriptions

Section 1. United may allow Payers to access Facility's services under this Agreement for the Benefit Plan types described in each line item below, unless otherwise specified in section 2 of this Appendix 2:

-

_____

_____

_____

_____

_____

- North Carolina Medicaid and CHIP Benefit Plans.

Section 2. Notwithstanding the above section 1 of this Appendix 2, this Agreement will not apply to the Benefit Plan types described in the following line items:

- Benefit Plans where Customers are not offered a network of participating providers from which they may receive Covered Services.

_____

- Medicare and Medicaid Enrollees (MME) Benefit Plans.

_____

- Benefit Plans for workers' compensation benefit programs other than those accessing a network administered by OneNet PPO, LLC.

- Benefit Plans for Medicare Select.

- Medicare Advantage Private Fee-For-Service Benefit Plans and Medicare Advantage Medical Savings Account Benefit Plans.

- Other Governmental Benefit Plans.

_____

_____

_____

_____

_____

-

Note: Excluding certain Benefit Plans or programs from this Agreement does not preclude the parties or their affiliates from having or entering into a separate agreement providing for Facility's participation in a network for such Benefit Plans or programs.

Section 3. Definitions:

Note: United may adopt a different name for a particular Benefit Plan, and/or may modify information referenced in the definitions in this Appendix 2 regarding Customer identification cards. If that happens, section 1 or section 2 of this Appendix 2 will continue to apply to those Benefit Plans as it did previously, and United will provide Facility with the updated information. Additionally, United may revise the definitions in this Appendix 2 to reflect changes in the names or roles of United's business units, provided that doing so does not change Facility's participation status in Benefit Plans impacted by that change, and further provided that United provides Facility with the updated information.

MEDICARE:

- **Medicare Advantage Benefit Plans** means Benefit Plans sponsored, issued or administered by a Medicare Advantage organization as part of:
  i) the Medicare Advantage program under Title XVIII, Part C of the Social Security Act, or
  ii) the Medicare Advantage program together with the Prescription Drug program under Title XVIII, Part C and Part D, respectively, of the Social Security Act,
  as those program names may change from time to time.

_____ _____

_____ _____

- **Medicare and Medicaid Enrollees (MME) Benefit Plan** means the CMS sponsored Financial Alignment Demonstration Plan providing integrated care benefits for individuals eligible for both the state Medicaid program and the Medicare program (Parts A, B, C and D). At such time as this Benefit Plan is no longer a demonstration project and is fully implemented in the state, this definition will be interpreted to refer to the fully implemented plan.

MEDICAID, CHIP AND OTHER STATE PROGRAMS:

- **Medicaid Benefit Plans** means Benefit Plans that offer coverage to beneficiaries of a program that is authorized by Title XIX of the federal Social Security Act, and jointly financed by the federal and state governments and administered by the state.

- **Children's Health Insurance Program ("CHIP") Benefit Plans** means Benefit Plans under the program authorized by Title XXI of the federal Social Security Act that is jointly financed by the federal and state governments and administered by the state.

- **North Carolina Medicaid and CHIP Benefit Plans** means Medicaid Benefit Plans, CHIP Benefit Plans, and Benefit Plans for other state-based healthcare programs for low income individuals, issued in North Carolina that include a reference to "UnitedHealthcare Community Plan" on the valid identification card of any Customer eligible for and enrolled in that Benefit Plan.

- **Other Governmental Benefit Plans** means Benefit Plans that are funded wholly or substantially by a state or district government or a subdivision of a state (such as a city or county), but do not include Benefit Plans for:
  i) employees of a state government or a subdivision of a state and their dependents;
  ii) students at a public university, college or school;
  iii) employer-based coverage of private sector employees, even if the employer receives a government subsidy to help fund the coverage;
  iv) Medicaid beneficiaries;
  v) Children's Health Insurance Program (CHIP) beneficiaries; and
  vi) Medicare and Medicaid Enrollees (MME).

_____

Additional Manuals Appendix

For some of the Benefit Plans for which Facility may provide Covered Services under this Agreement, Facility is subject to additional requirements of one or more additional provider manuals ("Additional Manuals"). When this Agreement refers to Protocols or Payment Policies, it is also referring to the Additional Manuals. An Additional Manual may be a separate document or it may be a supplement to the UnitedHealthcare Care Provider Administrative Guide ("UnitedHealthcare Administrative Guide").

For Benefit Plans subject to an Additional Manual, the Additional Manual controls if it conflicts with any of the following: (1) a provision of this Agreement or of the UnitedHealthcare Administrative Guide; or (2) a United Protocol or Payment Policy. However, the Additional Manual does not control where it conflicts with applicable statutes or regulations.

The Additional Manuals will be made available to Facility on a designated website and upon request. The names of the Additional Manuals, the websites to view and download them, and the Benefit Plans to which they apply, are listed in Table 1 below. United may change the location of a website or the Customer identification card identifier used to identify Customers subject to a given Additional Manual; if United does so, United will inform Facility.

United may make changes to the Additional Manuals subject to this Appendix in accordance with the provisions of this Agreement relating to Protocol and Payment Policy changes.

Table 1

Benefit Plan(s)	**Description of Applicable Additional Manual**	**Website**
No Additional Manuals Apply		
This row intentionally left blank	_____	_____
This row intentionally left blank	UnitedHealthcare Physician, Health Care Professional, Facility and Ancillary Provider Administrative Guide for North Carolina Medicaid and CHIP	www.UHCprovider.com

Payment Appendix - NC Medicaid and CHIP

All Payer Fee Information Document: _____

Unless another Payment Appendix to this Agreement applies specifically to a particular Benefit Plan as it covers a particular Customer, the provisions of this Payment Appendix apply to Covered Services rendered by Facility to Customers covered by Benefit Plans sponsored, issued or administered by all Payers. Payer will pay claims for Covered Services according to the lesser of Facility's Customary Charge or the applicable fee schedule, and in accordance with Payment Policies.

_____

Facility will submit claims using a CMS 1500, its successor form or its electronic equivalent. All claims submitted under this Payment Appendix must use CPT Codes, HCPCS Codes, ICD codes or its successor and other codes in compliance with HIPAA standard data set requirements. Claims submitted without HIPAA standard data set requirements may be denied.

_____

PARTICIPATING PROVIDER AGREEMENT

This Participating Provider Agreement (together with all Attachments and amendments, this "***Agreement***") is made and entered by and between _____ ("***Provider***") and WellCare Health Plans, Inc. ("***WellCare***"). This Agreement is effective as of the date designated by WellCare on the signature page of this Agreement ("***Effective Date***"). For purposes of this Agreement, each of Provider and WellCare may be referred to herein as a "***Party***" and collectively as the "***Parties.***"

WHEREAS, Provider desires to provide certain health care services to individuals in products offered by or available from or through a Company or Payor (as hereafter defined), and Provider desires to participate in such products as a Participating Provider (as defined herein), all as hereinafter set forth; and

WHEREAS, WellCare desires for Provider to provide such health care services to individuals in such products, and WellCare desires to have Provider participate in certain of such products as a Participating Provider, all as hereinafter set forth.

NOW, THEREFORE, in consideration of the recitals and mutual promises herein stated, the Parties hereby agree to the provisions set forth below.

ARTICLE I - DEFINITIONS

When appearing with initial capital letters in this Agreement (including an Attachment), the following quoted and underlined terms (and the plural thereof, when appropriate) have the meanings set forth below.

1.1. "Affiliate" means a person or entity directly or indirectly controlling, controlled by, or under common control with such entity.

1.2. "Attachment" means any document, including an addendum, schedule or exhibit, attached to this Agreement as of the Effective Date or that becomes attached pursuant to Section 2.2 or Section 8.8, all of which are incorporated herein by reference and may be amended from time to time as provided in this Agreement.

1.3. "Clean Claim" has, as to each particular Product, the meaning set forth in the applicable Product Attachment or, if no such definition exists, the Provider Manual.

1.4. "Company" means, as appropriate in the context, WellCare and/or one or more of its Affiliates listed on Schedule D of this Agreement, except those specifically excluded by WellCare.

1.5. "Compensation Schedule" means at any given time the then effective schedule(s) of maximum rates applicable to a particular Product under which Provider and Contracted Providers will be compensated for the provision of Covered Services to Covered Persons. Such Compensation Schedule(s) will be set forth or described in one or more Attachments to this Agreement, and may be included within a Product Attachment.

1.6. "Contracted Provider" means a physician, hospital, health care professional or any other provider of items or services that is employed by or has a contractual relationship with Provider. The term "Contracted Provider" includes Provider for those Covered Services provided by Provider.

1.7. "Coverage Agreement" means any agreement, program or certificate entered into, issued or agreed to by Company or Payor, under which Company or Payor furnishes administrative services or other services in support of a health care program for an individual or group of individuals, and which may include access to one or more of Company's provider networks or vendor arrangements, except those excluded by WellCare.

1.8. "Covered Person" means any individual entitled to receive Covered Services pursuant to the terms of a Coverage Agreement.

1.9. "Covered Services" means those services and items for which benefits are available and payable under the applicable Coverage Agreement and which are determined, if applicable, to be Medically Necessary.

1.10. "Medically Necessary" or "Medical Necessity" shall have the meaning defined in the applicable Coverage Agreement or applicable Regulatory Requirements.

1.11. "Participating Provider" means, with respect to a particular Product, any physician, hospital, ancillary, or other health care provider that has contracted, directly or indirectly, with WellCare to provide Covered Services to Covered Persons, that has been approved for participation by Company, and that is designated by Company as a "participating provider" in such Product.

1.12. "Payor" means the entity (including Company where applicable) that bears direct financial responsibility for paying from its own funds, without reimbursement from another entity, the cost of Covered Services rendered to Covered Persons under a Coverage Agreement and, if such entity is not Company, such entity contracts, directly or indirectly, with Company for the provision of certain administrative or other services with respect to such Coverage Agreement.

1.13. "Payor Contract" means the contract with a Payor, pursuant to which Company furnishes administrative services or other services in support of the Coverage Agreements entered into, issued or agreed to by a Payor, which services may include access to one or more of Company's provider networks or vendor arrangements, except those excluded by WellCare. The term "Payor Contract" includes Company's or other Payor's contract with a governmental authority (also referred to herein as a "Governmental Contract") under which Company or Payor arranges for the provision of Covered Services to Covered Persons.

1.14. "Product" means any program or health benefit arrangement designated as a "product" by WellCare (e.g., WellCare Product, Payor-specific Product, etc.) that is now or hereafter offered by or available from or through Company (and includes the Coverage Agreements that access, or are issued or entered into in connection with such product, except those excluded by WellCare).

1.15. "Product Attachment" means an Attachment setting forth requirements, terms and conditions specific or applicable to one or more Products, including certain provisions that must be included in a provider agreement under the Regulatory Requirements, which may be alternatives to, or in addition to, the requirements, terms and conditions set forth in this Agreement or the Provider Manual.

1.16. "Provider Manual" means the provider manual and any billing manuals, adopted by Company or Payor which include, without limitation, requirements relating to utilization management, quality management, grievances and appeals, and Product-specific, Payor-specific and State-specific requirements, as may be amended from time to time by Company or Payor.

1.17. "Regulatory Requirements" means all applicable federal and state statutes, regulations, regulatory guidance, judicial or administrative rulings, requirements of Governmental Contracts and standards and requirements of any accrediting or certifying organization, including, but not limited to, the requirements set forth in a Product Attachment.

1.18. "State" is defined as the state identified in the applicable Attachment.

ARTICLE II - PRODUCTS AND SERVICES

2.1. Contracted Providers. Provider shall, and shall cause each Contracted Provider, to comply with and abide by the agreements, representations, warranties, acknowledgements, certifications, terms and conditions of this Agreement (including the provisions of Schedule A that are applicable to Provider, a Contracted Provider, or their services, and any other Attachments), and the Provider Manual, and fulfill all of the duties, responsibilities and

obligations imposed on Provider and Contracted Providers under this Agreement (including each Attachment), and the Provider Manual, in each case, to the same extent as if the Contracted Providers were parties hereto. Provider shall be responsible for any breach of this Agreement by any Contracted Provider.

2.2. Participation in Products. Subject to the other provisions of this Agreement, each Contracted Provider may be identified as a Participating Provider in each Product identified in a Product Attachment designated on Schedule B of this Agreement or added to this Agreement in accordance with Section 2.2 hereof.

2.2.1. Provider shall, at all times during the term of this Agreement, require each of its Contracted Providers to, subject to Company's approval, participate as Participating Providers in each Product identified in a Product Attachment that is designated on Schedule B to this Agreement or added to this Agreement in accordance with Section 2.2 hereof.

2.2.2. A Contracted Provider may only identify itself as a Contracted Provider for those Products in which the Contracted Provider actually participates as provided in this Agreement. Provider acknowledges that Company or Payor may have, develop or contract to develop various Products or provider networks that have a variety of provider panels, program components and other requirements. No Company or Payor warrants or guarantees that any Contracted Provider: (i) will participate in all or a minimum number of provider panels, (ii) will be utilized by a minimum number of Covered Persons, or (iii) will indefinitely remain a Participating Provider or member of the provider panel for a particular network or Product.

2.2.3. Provider shall provide WellCare with the information listed on Schedule C entitled "Information for Contracted Providers" for itself and the Contracted Providers as of the Effective Date. Provider shall provide WellCare, from time to time or on a periodic basis as requested by WellCare, with a complete and accurate list of Information for Contracted Providers and such other information as mutually agreed upon by the Parties, and shall provide WellCare with a list of modifications to such list at least 30 days prior to the effective date of such changes, when possible. Provider shall provide such lists in a manner and format mutually acceptable to the Parties.

2.2.4. Provider may add new providers to this Agreement as Contracted Providers. The effective date of any Contracted Provider added under this Agreement shall be the later of the Agreement Effective Date or date by which the Contracted Provider's enrollment as a Medicaid enrolled provider is effective within NC Tracks. In such case, Provider shall provide written notice to WellCare of the prospective addition(s), and shall use best efforts to provide such notice at least 60 days in advance of such addition. Provider shall maintain written agreements with each of its Contracted Providers (other than Provider) that require the Contracted Providers to comply with the terms and conditions of this Agreement and that address and comply with the Regulatory Requirements.

2.2.5. If Company desires to add one or more Contracted Providers to an additional Product, Company or Payor, as applicable, will provide advance written notice (electronic or paper) thereof to Provider, along with the applicable Product Attachment and the new Compensation Schedule, if any. The applicable Contracted Providers will not be designated as Participating Providers in such additional Product if Provider opts out of such additional Product by giving Company or Payor, as applicable, written notice of its decision to opt-out within 30 days of Company's or Payor's, as applicable, giving of written notice. If Provider timely provides such opt-out notice, the applicable Contracted Providers will not be considered Participating Providers in such Product. If Provider does not timely provide such opt-out notice, then each applicable Contracted Provider shall be a Participating Provider in such additional Product on the terms and conditions set forth in this Agreement and the applicable Product Attachment.

2.3. Covered Services. Each Contracted Provider shall provide Covered Services described or referenced in the applicable Product Attachment(s) to Covered Persons in those Products in which the Contracted Provider is a Participating Provider, in accordance with this Agreement. Each Contracted Provider shall provide Covered Services to Covered Persons with the same degree of care and skill as customarily provided to patients who are not Covered Persons, within the scope of the Contracted Provider's license and in accordance with generally accepted standards

of the Contracted Provider's practice and business and in accordance with the provisions of this Agreement, the Provider Manual, and Regulatory Requirements.

2.4. Provider Manual; Policies and Procedures. Provider and Contracted Providers shall at all times cooperate and comply with the requirements, policies, programs and procedures ("Policies") of Company and Payor, which may be described in the Provider Manual and include, but are not limited to, the following: credentialing criteria and requirements; notification requirements; medical management programs; claims and billing, quality assessment and improvement, utilization review and management, disease management, case management, on-site reviews, referral and prior authorization, and grievance and appeal procedures; coordination of benefits and third party liability policies; carve-out and third party vendor programs; and data reporting requirements. The failure to comply with such Policies could result in a denial or reduction of payment to the Provider or Contracted Provider or a denial or reduction of the Covered Person's benefits. Such Policies do not in any way affect or remove the obligation of Contracted Providers to render care. WellCare shall make the Provider Manual available to Provider and Contracted Providers via one or more designated websites or alternative means as promptly as possible following WellCare's receipt of any and all necessary regulatory review and approval thereof (whether by the North Carolina Department of Health and Human Services, the North Carolina Division of Health Benefits or otherwise); provided, however, that in no event shall WellCare be required to make the Provider Manual available earlier than one hundred and twenty (120) days prior to North Carolina's effective date of the Medicaid managed care program. Upon Provider's reasonable request, WellCare shall provide Provider with a written copy of the Provider Manual. In the event of a material change to the Provider Manual, WellCare will provide Provider with at least sixty (60) days' advance written notice of such change. Such notice may be given by WellCare through a periodic provider newsletter, an update to the on-line Provider Manual, or any other written method (electronic or paper).

2.5. Credentialing Criteria. Provider and each Contracted Provider shall complete Company's and/or Payor's credentialing and/or recredentialing process as required by Company's and/or Payor's credentialing Policies, and shall at all times during the term of this Agreement meet all of Company's and/or Payor's credentialing criteria. Provider and each Contracted Provider represents, warrants and agrees: (a) that it is currently, and for the duration of this Agreement shall remain: (i) in compliance with all applicable Regulatory Requirements, including licensing laws; (ii) if applicable, accredited by The Joint Commission or the American Osteopathic Association; and (iii) a Medicare participating provider under the federal Medicare program or eligible to enroll as a Medicare participating provider under the federal Medicare program and a Medicaid participating provider under applicable federal and State laws; and (b) that all Contracted Providers and all employees and contractors thereof will perform their duties in accordance with all Regulatory Requirements, as well as applicable national, State and local standards of professional ethics and practice. No Contracted Provider shall provide Covered Services to Covered Persons or identify itself as a Participating Provider unless and until the Contracted Provider has been notified, in writing, by Company that such Contracted Provider has successfully completed Company's credentialing process.

2.6. Eligibility Determinations. Provider or Contracted Provider shall timely verify whether an individual seeking Covered Services is a Covered Person. Company or Payor, as applicable, will make available to Provider and Contracted Providers a method, whereby Provider and Contracted Providers can obtain, in a timely manner, general information about eligibility and coverage. Company or Payor, as applicable, does not guarantee that persons identified as Covered Persons are eligible for benefits or that all services or supplies are Covered Services. If Company, Payor or its delegate determines that an individual was not a Covered Person at the time services were rendered, such services shall not be eligible for payment under this Agreement. In addition, Company will use reasonable efforts to include or contractually require Payors to clearly display Company's name, logo or mailing address (or other identifier(s) designated from time to time by Company) on each membership card.

2.7. Referral and Preauthorization Procedures. Provider and Contracted Providers shall comply with referral and preauthorization procedures adopted by Company and or Payor, as applicable, prior to referring a Covered Person to any individual, institutional or ancillary health care provider. Except as required by applicable law, failure of Provider and Contracted Providers to follow such procedures may result in denial of payment for unauthorized treatment. Unless otherwise expressly authorized in writing by Company or Payor, Provider and

Contracted Providers shall refer Covered Persons only to Participating Providers to provide the Covered Service for which the Covered Person is referred.

2.8. Treatment Decisions. No Company or Payor shall be liable for, or exercise control over, the manner or method by which a Contracted Provider provides items or services under this Agreement. Provider and Contracted Providers understand that determinations of Company or Payor that certain items or services are not Covered Services or have not been provided or billed in accordance with the requirements of this Agreement or the Provider Manual are administrative decisions only. Such decisions do not absolve the Contracted Provider of its responsibility to exercise independent judgment in treatment decisions relating to Covered Persons. Nothing in this Agreement (i) is intended to interfere with Contracted Provider's relationship with Covered Persons, or (ii) prohibits or restricts a Contracted Provider from disclosing to any Covered Person any information that the Contracted Provider deems appropriate regarding health care quality, medical treatment decisions or alternatives.

2.9. Carve-Out Vendors. Provider acknowledges that Company may, during the term of this Agreement, carve-out certain Covered Services from its general provider contracts, including this Agreement, for one or more Products as Company deems necessary or appropriate. Provider and Contracted Providers shall cooperate with and, when medically appropriate, utilize all third party vendors designated by Company for those Covered Services identified by Company from time to time for a particular Product.

2.10. Disparagement Prohibition. Provider, each Contracted Provider and the officers of Company (each a "Non-Disparagement Party") shall not disparage any other Non-Disparagement Party during the term of this Agreement or in connection with any expiration, termination or non-renewal of this Agreement. Neither Provider nor Contracted Provider shall interfere with Company's direct or indirect contractual relationships including, but not limited to, those with Covered Persons or other Participating Providers. Nothing in this Agreement should be construed as limiting the ability of WellCare, Company, Provider or a Contracted Provider to inform Covered Persons that this Agreement has been terminated or otherwise expired or, with respect to Provider, to promote Provider to the general public or to post information regarding other WellCares consistent with Provider's usual procedures, provided that no such promotion or advertisement is specifically directed at one or more Covered Persons. In addition, nothing in this provision should be construed as limiting any Non-Disparagement Party's ability to use and disclose information and data obtained from or about another Non-Disparagement Party, including this Agreement, to the extent determined reasonably necessary or appropriate by such Non-Disparagement Party in connection with its efforts to comply with Regulatory Requirements and to communicate with regulatory authorities.

2.11. Nondiscrimination. Provider and each Contracted Provider will provide Covered Services to Covered Persons without discrimination on account of race, sex, sexual orientation, age, color, religion, national origin, place of residence, health status, type of Payor, source of payment (e.g., Medicaid generally or a State-specific health care program), physical or mental disability or veteran status, and will ensure that its facilities are accessible as required by Title III of the Americans With Disabilities Act of 1991. Provider and Contracted Providers recognize that, as a governmental contractor, Company or Payor may be subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action, which also may be applicable to subcontractors, and Provider and each Contracted Provider agree to comply with such requirements as described in any applicable Attachment.

2.12. Notice of Certain Events. Provider shall give written notice to WellCare and Payor of: (i) any event of which notice must be given to a licensing or accreditation agency or board; (ii) any change in the status of Provider's or a Contracted Provider's license; (iii) termination, suspension, exclusion or voluntary withdrawal of Provider or a Contracted Provider from any state or federal health care program, including but not limited to Medicaid; or (iv) any final adverse determinations in connection with a lawsuit or claim filed or asserted against Provider or a Contracted Provider alleging professional malpractice involving a Covered Person. In any instance described in subsection (i)-(iii) above, Provider must notify WellCare and Payor in writing within 10 days, and in any instance described in subsection (iv) above, Provider must notify WellCare and Payor in writing within 30 days, from the date it first obtains knowledge of any such final adverse determination.

2.13. Use of Name. Provider and each Contracted Provider hereby authorizes each Company and/or Payor to use their respective names, telephone numbers, addresses, specialties, certifications, hospital affiliations (if any), and other descriptive characteristics of their facilities, practices and services for the purpose of identifying the Contracted Providers as "Participating Providers" in the applicable Products. Provider and Contracted Providers may only use the name of the applicable Company or Payor for purposes of identifying the Products in which they participate, and may not use the registered trademark or service mark of Company or Payor without prior written consent.

2.14. Compliance with Regulatory Requirements. Provider, each Contracted Provider and Company agree to carry out their respective obligations under this Agreement and the Provider Manual in accordance with all applicable Regulatory Requirements, including, but not limited to, the requirements of the Health Insurance Portability and Accountability Act, as amended, and any regulations promulgated thereunder. If, due to Provider's or Contracted Provider's noncompliance with applicable Regulatory Requirements or this Agreement, sanctions or penalties are imposed on Company, Company may, in its sole discretion, offset such amounts against any amounts due Provider or Contracted Providers from any Company or require Provider or the Contracted Provider to reimburse Company for such amounts.

2.15. Program Integrity Required Disclosures. Provider agrees to furnish to WellCare complete and accurate information necessary to permit Company to comply with the collection of disclosures requirements specified in 42 C.F.R. Part 455 Subpart B or any other applicable State or federal requirements, within such time period as is necessary to permit Company to comply with such requirements. Such requirements include but are not limited to: (i) 42 C.F.R. §455.105, relating to (a) the ownership of any subcontractor with whom Provider has had business transactions totaling more than $25,000 during the 12-month period ending on the date of the request and (b) any significant business transaction between Provider and any wholly owned supplier or subcontractor during the five (5) year period ending on the date of the request; (ii) 42 C.F.R. §455.104, relating to individuals or entities with an ownership or controlling interest in Provider; and (iii) 42 C.F.R. §455.106, relating to individuals with an ownership or controlling interest in Provider, or who are managing employees of Provider, who have been convicted of a crime.

ARTICLE III - CLAIMS SUBMISSION, PROCESSING, AND COMPENSATION

3.1. Claims or Encounter Data Submission. As provided in the Provider Manual and/or Policies, Contracted Providers shall submit to Payor or its delegate claims for payment for Covered Services rendered to Covered Persons. Contracted Provider shall submit encounter data to Payor or its delegate in a timely fashion, which must contain patient data and identifying information, diagnosis and service codes, and provider identifiers, if and as required in the Provider Manual. Payor or its delegate reserves the right to deny payment to the Contracted Provider if the Contracted Provider fails to submit claims for payment or encounter data in accordance with the Provider Manual and/or Policies.

3.2. Compensation. The compensation for Covered Services provided to a Covered Person ("Compensation Amount") will be the appropriate amount under the applicable Compensation Schedule in effect on the date of service for the Product in which the Covered Person participates. Subject to the terms of this Agreement and the Provider Manual, Provider and Contracted Providers shall accept the Compensation Amount as payment in full for the provision of Covered Services. Subject to the terms of this Agreement, Payor shall pay or arrange for payment of each Clean Claim received from a Contracted Provider for Covered Services provided to a Covered Person in accordance with the applicable Compensation Amount less any applicable copayments, cost-sharing or other amounts that are the Covered Person's financial responsibility under the applicable Coverage Agreement. Unless Company provides prior written approval to Provider, Provider shall make arrangements for and only accept Compensation Amounts by way of electronic funds transfer via the automated clearing house network (EFT-ACH).

3.3. Financial Incentives. The Parties acknowledge and agree that nothing in this Agreement shall be construed to create any financial incentive for Provider or a Contracted Provider to withhold Covered Services.

3.4. Hold Harmless. Provider and each Contracted Provider agree that in no event, including but not limited to non-payment by a Payor, a Payor's insolvency, or breach of this Agreement, shall Provider or a Contracted Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Covered Person or person acting on the Covered Person's behalf, other than Payor, for Covered Services provided under this Agreement. This provision shall not prohibit collection of any applicable copayments, cost-sharing or other amounts that are the Covered Person's financial responsibility under the applicable Coverage Agreement. This provision survives termination or expiration of this Agreement for any reason, will be construed for the benefit of Covered Persons, and supersedes any oral or written agreement entered into between Provider or a Contracted Provider and a Covered Person.

3.5. Recovery Rights. Payor or its delegate shall have the right to immediately offset or recoup any and all amounts owed by Provider or a Contracted Provider to Payor or Company against amounts owed by the Payor or Company to the Provider or Contracted Provider following not less than thirty (30) days' advance written notice to Provider. Such notice will be accompanied by adequate specific information to identify the specific claim and the specific reason for the offset or recoupment. All offsets or recoupments will be made within the two (2) years after the date of the original claim payment unless Payor has a reasonable belief of fraud or other intentional misconduct by Provider, Contracted Provider or their respective agents or the claim involves the receipt of payment for the same service from a government payor. Provider and Contracted Providers agree that all recoupment and any offset rights under this Agreement will constitute rights of recoupment authorized under State or federal law and that such rights will not be subject to any requirement of prior or other approval from any court or other government authority that may now have or hereafter have jurisdiction over Provider or a Contracted Provider. If the recoupment is standard in scope, then Payor or its delegate may immediately offset any and all overpayments or payments made in error without prior notice to Provider. "Standard" means those overpayments or payments made in error that are discovered by Payor or its delegate on an individual account review basis. If the recoupment is non-standard in scope, then Payor or its delegate will provide written or electronic notice to Provider before using an offset as a means to recover an overpayment, and will not implement the offset if, within thirty (30) days after the date of the notice, Provider refunds the overpayment or initiates an appeal. The written or electronic notice from the Payor or its delegate shall explain the reason and calculation of the overpayment or payment made in error. "Non-standard" means those overpayments or payments made in error that are discovered by Payor or its delegate during an audit that is being conducted to correct a systemic error. Appeals shall be made pursuant to procedures set forth in the Policies and/or Provider Manual.

ARTICLE IV - RECORDS AND INSPECTIONS

4.1. Records. Each Contracted Provider shall maintain medical, financial and administrative records related to items or services provided to Covered Persons, including but not limited to a complete and accurate permanent medical record for each such Covered Person, in such form and detail as are required by applicable Regulatory Requirements and consistent with generally accepted medical standards.

4.2. Access. Provider and each Contracted Provider shall provide access to their respective books and records to each of the following, including any delegate or duly authorized agent thereof, subject to applicable Regulatory Requirements: (i) Company and Payor, during regular business hours and upon prior notice; (ii) appropriate State and federal authorities, to the extent such access is necessary to comply with Regulatory Requirements; and (iii) accreditation organizations, to the extent such access is necessary for WellCare to maintain or apply for certain accreditations, as applicable. Provider and each Contracted Provider shall provide copies of such records at no expense to any of the foregoing that may make such request. Each Contracted Provider also shall obtain any authorization or consent that may be required from a Covered Person in order to release medical records and information to Company or Payor or any of their delegates. Company and Payor agree to limit the number of copies of records requested of Provider and each Contracted Provider to the minimum necessary to satisfy the applicable obligation. Provider and each Contracted Provider shall cooperate in and allow on-site inspections of its, his or her facilities and records by any Company, Payor, their delegates, any authorized government officials, and accreditation organizations. Provider and each Contracted Provider shall compile information necessary for the expeditious completion of such on-site inspection in a timely manner.

4.3. Record Transfer. Subject to applicable Regulatory Requirements, each Contracted Provider shall cooperate in the timely transfer of Covered Persons' medical records to any other health care provider, at no charge and when required.

ARTICLE V - INSURANCE AND INDEMNIFICATION

5.1. Insurance. During the term of this Agreement and for any applicable continuation period as set forth in Section 7.3 of this Agreement, Provider and each Contracted Provider shall maintain policies of general and professional liability insurance and other insurance necessary to insure Provider and such Contracted Provider, respectively; their respective employees; and any other person providing services hereunder on behalf of Provider or such Contracted Provider, as applicable, against any claim(s) of personal injuries or death alleged to have been caused or caused by their performance under this Agreement. Such insurance shall include, but not be limited to, any "tail" or prior acts coverage necessary to avoid any gap in coverage. Insurance shall be through a licensed carrier acceptable to WellCare, and in a minimum amount of $1,000,000 per occurrence, and $3,000,000 annual aggregate unless a lesser amount is accepted by WellCare or where State law mandates otherwise. Provider and each Contracted Provider will provide WellCare with at least 15 days prior written notice of cancellation, non-renewal, lapse, or adverse material modification of such coverage. Upon WellCare's request, Provider and each Contracted Provider will furnish WellCare with evidence of such insurance.

5.2. Indemnification by Provider and Contracted Provider. Provider and each Contracted Provider shall indemnify and hold harmless (and at WellCare's request defend) Company, Payor and each of their respective officers, directors, agents, and employees from and against any and all claims for any loss, damages, liability, costs, or expenses (including reasonable attorney's fees) judgments or obligations (collectively, "Losses") arising from or relating to any negligence, wrongful act or omission, or breach of this Agreement by Provider, a Contracted Provider, or any of their respective officers, directors, agents or employees.

5.3. Indemnification by WellCare. WellCare agrees to indemnify and hold harmless (and at Provider's request (as applicable) defend) Provider, Contracted Providers, and each of their respective officers, directors, agents and employees from and against any and all Losses arising from or relating to any negligence, wrongful act or omission or breach of this Agreement by Company or its directors, officers, agents or employees.

ARTICLE VI - DISPUTE RESOLUTION

6.1. Informal Dispute Resolution. Any dispute between Provider and/or a Contracted Provider, as applicable (the "Provider Party"), and WellCare and/or Company, as applicable (including any Company acting as Payor) (the "Administrator Party"), with respect to or involving the performance under, termination of, or interpretation of this Agreement, or any other claim or cause of action hereunder, whether sounding in tort, contract or under statute (a "Dispute") shall first be addressed by exhausting the applicable procedures in the Provider Manual pertaining to claims payment, credentialing, utilization management, or other programs. If, at the conclusion of these applicable procedures, the Dispute is not resolved to satisfaction of the Provider Party and the Administrator Party, or if there are no applicable procedures in the Provider Manual, then the Provider Party and the Administrator Party shall engage in a period of good faith negotiations between their designated representatives who have authority to settle the Dispute, which negotiations may be initiated by either the Provider Party or the Administrator Party upon written request to the other, provided such request takes place within 1 year of the date on which the requesting party first had, or reasonably should have had, knowledge of the event(s) giving rise to the Dispute. If the Dispute has not been resolved within 60 days of such request, either the Provider Party or the Administrator Party may, as its sole and exclusive forum for the litigation of the Dispute or any part thereof, initiate arbitration pursuant to Section 6.2 below by providing written notice to the other party.

6.2. Arbitration. If either the Provider Party or the Administrator Party wishes to pursue the Dispute as provided in Section 6.1, such party shall submit it to binding arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). In no event may any arbitration be initiated

more than 1 year following, as applicable, the end of the 60 day negotiation period set forth in Section 6.1, or the date of notice of termination. Arbitration proceedings shall be conducted by an arbitrator chosen from the National Healthcare Panel at a mutually agreed upon location within the State. The arbitrator shall not award any punitive or exemplary damages of any kind, shall not vary or ignore the provisions of this Agreement, and shall be bound by controlling law. The Parties and the Contracted Providers, on behalf of themselves and those that they may now or hereafter represent, agree to and do hereby waive any right to pursue, on a class basis, any Dispute. Each of the Provider Party and the Administrator Party shall bear its own costs and attorneys' fees related to the arbitration except that the AAA's Administrative Fees, all Arbitrator Compensation and travel and other expenses, and all costs of any proof produced at the direct request of the arbitrator shall be borne equally by the applicable parties, and the arbitrator shall not have the authority to order otherwise. The existence of a Dispute or arbitration proceeding shall not in and of itself constitute cause for termination of this Agreement. Except as hereafter provided, during an arbitration proceeding, each of the Provider Party and the Administrator Party shall continue to perform its obligations under this Agreement pending the decision of the arbitrator. Nothing herein shall bar either the Provider Party or the Administrator Party from seeking emergency injunctive relief to preclude any actual or perceived breach of this Agreement, although such party shall be obligated to file and pursue arbitration at the earliest reasonable opportunity. Judgment on the award rendered may be entered in any court having jurisdiction thereof. Nothing contained in this Article VI shall limit a Party's right to terminate this Agreement with or without cause in accordance with Section 7.2.

ARTICLE VII - TERM AND TERMINATION

7.1. Term. This Agreement is effective as of the Effective Date, and will, subject to Section 7.1.2 of this Agreement, remain in effect for an initial term ("Initial Term") of three (3) year(s), after which it will automatically renew for successive terms of one (1) year each (each a "Renewal Term"), unless this Agreement is sooner terminated as provided in this Agreement or either Party gives the other Party written notice of non-renewal of this Agreement not less than one hundred eighty (180) days prior to the end of the then-current term. In addition, either Party may elect to not renew a Contracted Provider's participation as a Participating Provider in a particular Product for the next Renewal Term, by giving Provider written notice of such non-renewal not less than one hundred eighty (180) days prior to the, as applicable, last day of the Initial Term or applicable Renewal Term; in such event, Provider shall immediately notify the affected Contracted Provider of such non-renewal. Termination of any Contracted Provider's participation in a particular Product will not have the effect of terminating either this Agreement or the Contracted Provider's participation in any other Product in which the Contract Provider participates under this Agreement.

7.2. Termination. This Agreement, or the participation of Provider or a Contracted Provider as a Participating Provider in one or more Products, may be terminated or suspended as set forth below.

7.2.1. Upon Notice. This Agreement may be terminated by either Party giving the other Party at least 120 days prior written notice of such termination. The participation of any Contracted Provider as a Participating Provider in a Product may be terminated by either Party giving the other Party at least 120 days prior written notice of such termination; in such event, Provider shall immediately notify the affected Contracted Provider of such termination.

7.2.2. With Cause. This Agreement, or the participation of any Contracted Provider as a Participating Provider in one or more Products under this Agreement, may be terminated by either Party giving at least 90 days prior written notice of termination to the other Party if such other Party (or the applicable Contracted Provider) is in breach of any material term or condition of this Agreement and such other Party (or the Contracted Provider) fails to cure the breach within the 60 day period immediately following the giving of written notice of such breach. Any notice given pursuant to this Section 7.2.2 must describe the specific breach. In the case of a termination of a Contracted Provider, Provider shall immediately notify the affected Contracted Provider of such termination.

7.2.3. Suspension of Participation. Unless expressly prohibited by applicable Regulatory Requirements, WellCare has the right to immediately suspend or terminate the participation of a Contracted Provider in any or all Products by giving written notice thereof to Provider when WellCare determines that (i) based upon

available information, the continued participation of the Contracted Provider appears to constitute an immediate threat or risk to the health, safety or welfare of Covered Persons, or (ii) the Contracted Provider's fraud, malfeasance or non-compliance with Regulatory Requirements is reasonably suspected. Provider shall immediately notify the affected Contracted Provider of such suspension. During such suspension, the Contracted Provider shall, as directed by WellCare, discontinue the provision of all or a particular Covered Service to Covered Persons. During the term of any suspension, the Contracted Provider shall notify Covered Persons that his or her status as a Participating Provider has been suspended. Such suspension will continue until the Contracted Provider's participation is reinstated or terminated.

7.2.4. Insolvency. This Agreement may be terminated immediately by a Party giving written notice thereof to the other Party if the other Party is insolvent or has bankruptcy proceedings initiated against it.

7.2.5. Credentialing. The status of a Contracted Provider as a Participating Provider in one or more Products may be terminated immediately by WellCare giving written notice thereof to Provider if the Contracted Provider fails to adhere to Company's or Payor's credentialing criteria, including, but not limited to, if the Contracted Provider (i) loses, relinquishes, or has materially affected its license to provide Covered Services in the State, (ii) fails to comply with the insurance requirements set forth in this Agreement; or (iii) is convicted of a criminal offense related to involvement in any state or federal health care program or has been terminated, suspended, barred, voluntarily withdrawn as part of a settlement agreement, or otherwise excluded from any state or federal health care program. Provider shall immediately notify the affected Contracted Provider of such termination.

7.3. Effect of Termination. After the effective date of termination of this Agreement or a Contracted Provider's participation in a Product, this Agreement shall remain in effect for purposes of those obligations and rights arising prior to the effective date of termination. Upon such a termination, each affected Contracted Provider (including Provider, if applicable) shall (i) continue to provide Covered Services to Covered Persons in the applicable Product(s) during the longer of the 90 day period following the date of such termination or such other period as may be required under any Regulatory Requirements, and, if requested by Company, each affected Contracted Provider (including Provider, if applicable) shall continue to provide, as a Participating Provider, Covered Services to Covered Persons until such Covered Persons are assigned or transferred to another Participating Provider in the applicable Product(s), and (ii) continue to comply with and abide by all of the applicable terms and conditions of this Agreement, including, but not limited to, Section 3.4 (Hold Harmless) hereof, in connection with the provision of such Covered Services during such continuation period. During such continuation period, each affected Contracted Provider (including Provider, if applicable) will be compensated in accordance with this Agreement and shall accept such compensation as payment in full.

7.4. Survival of Obligations. All provisions hereof that by their nature are to be performed or complied with following the expiration or termination of this Agreement, including without limitation Sections 2.8, 2.10, 3.2, 3.4, 3.5, 4.2, 5.1, 5.2, 5.3, 5.4, 6.1, 6.2, 7.3, 7.4 and Article VIII, survive the expiration or termination of this Agreement.

ARTICLE VIII - MISCELLANEOUS

8.1. Relationship of Parties. The relationship between or among WellCare, Company, Provider, and any Contracted Provider hereunder is that of independent contractors. None of the provisions of this Agreement will be construed as creating any agency, partnership, joint venture, employee-employer, or other relationship. References herein to the rights and obligations of any "Company" under this Agreement are references to the rights and obligations of each Company individually and not collectively. A Company is only responsible for performing its respective obligations hereunder with respect to a particular Product, Coverage Agreement, Payor Contract, Covered Service or Covered Person. A breach or default by an individual Company shall not constitute a breach or default by any other Company, including but not limited to WellCare. Each Company (each an "Unaffiliated Party" and collectively, the "Unaffiliated Parties") acknowledge that references herein to their respective rights and obligations under this Agreement are references to the rights and obligations of each such Unaffiliated Party individually and not of the Unaffiliated Parties collectively. Notwithstanding anything that may be construed herein to the contrary, all

such rights and obligations are individual and specific to each Unaffiliated Party and the reference to one Unaffiliated Party herein in no way imposes any cross-guarantees or joint responsibility or liability on the other Unaffiliated Party. A breach or default hereunder by an Unaffiliated Party shall not constitute a breach or default by the other Unaffiliated Party.

8.2. Conflicts Between Certain Documents. If there is any conflict between this Agreement and the Provider Manual, this Agreement will control. In the event of any conflict between this Agreement and any Product Attachment, the Product Attachment will control as to such Product.

8.3. Assignment. This Agreement is intended to secure the services of and be personal to Provider and may not be assigned, sublet, delegated, subcontracted or transferred by Provider without the WellCare's prior written consent; provided, however, WellCare shall, in addition to the rights provided under Section 8.2, have the right, exercisable in its sole discretion, to assign or transfer all or any portion of its rights or to delegate all or any portion of its interests under this Agreement or any Attachment to an Affiliate, successor of WellCare, or purchaser of the assets or stock of WellCare, or the line of business or business unit primarily responsible for carrying out WellCare's obligations under this Agreement. Any attempted assignment or delegation in violation of this Section 8.3 shall be void.

8.4. Headings. The headings of the sections of this Agreement are inserted merely for the purpose of convenience and do not limit, define, or extend the specific terms of the section so designated.

8.5. Governing Law. The interpretation of this Agreement and the rights and obligations of WellCare, Company, Provider and any Contracted Providers hereunder will be governed by and construed in accordance with applicable federal and State laws.

8.6. Third Party Beneficiary. This Agreement is entered into by the Parties for their benefit, as well as, in the case of WellCare, the benefit of Company, and in the case of Provider, the benefit of each Contracted Provider. Except as specifically provided in Section 3.4, Section 5.2, Section 5.3 and/or Section 5.4 hereof, no Covered Person or any other third party, other than Company, will be considered a third party beneficiary of this Agreement.

8.7. Amendment. Except as otherwise provided in this Agreement, this Agreement may be amended only by written agreement of duly authorized representatives of the Parties.

8.7.1. WellCare may amend this Agreement by giving the Parties written notice of the amendment to the extent such amendment is deemed necessary or appropriate by WellCare to comply with any Regulatory Requirements. Any such amendment will be deemed accepted by the Parties upon the giving of such notice.

8.7.2. WellCare may amend this Agreement by giving Provider written notice (electronic or paper) of the proposed amendment. When such an amendment proposes to modify Provider's reimbursement or addresses Covered Services routinely rendered by Provider to Covered Persons, the amendment will be evaluated by WellCare's Medical Affairs and Financial Matters Committees prior to WellCare giving written notice to Provider. Unless Provider notifies WellCare in writing of its objection to such amendment during the 30 day period following the giving of such notice by WellCare, Provider shall be deemed to have accepted the amendment. If Provider objects to any proposed amendment to this Agreement, WellCare may exclude one or more of the Contracted Providers from being Participating Providers in the Product (or any component program of, or Coverage Agreement in connection with, such Product) to which such amendment relates.

8.8. Entire Agreement. This Agreement, together with any attached or incorporated amendments, schedules, exhibits, attachments and appendices, constitute the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings between them. All prior or concurrent agreements, promises, negotiations or representations either oral or written, between WellCare and Provider relating to the subject matter of this Agreement, which are not expressly set forth in this Agreement, are of no force or effect.

8.9. Severability. The invalidity or unenforceability of any terms or provisions hereof will in no way affect the validity or enforceability of any other terms or provisions.

8.10. Waiver. Any term or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective, unless set forth in a written instrument duly executed by or on behalf of the Party waiving such term or condition; provided, however, that no Party shall be permitted to make any such waiver by or on behalf of any other Party. The waiver by any Party of the violation of any provision or obligation of this Agreement will not constitute the waiver of any subsequent violation of the same or other provision or obligation.

8.11. Notices. Except as otherwise provided in this Agreement, any notice required or permitted to be given hereunder is deemed to have been given when such written notice has been personally delivered or deposited in the United States mail, postage paid, or delivered by a service that provides written receipt of delivery, addressed as follows:

To WellCare at:

Attn: President

WellCare Health Plans, Inc.

3128 Highwoods Blvd

Raleigh, NC 27604

To Provider at:

Attn: _____

Provider: _____

Address: _____

_____

or to such other address as such Party may designate in writing. Notwithstanding the previous paragraph, WellCare may provide notices to Provider by electronic mail, through its provider newsletter or on its provider website.

8.12. Force Majeure. No Party shall be liable or deemed to be in default for any delay or failure to perform any act under this Agreement resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquake, flood, strikes or other work stoppages by the employees of such Party, or any other similar cause beyond the reasonable control of such Party.

8.13. Proprietary Information. Each Party is prohibited from, and shall prohibit its Affiliates and Contracted Providers from, disclosing to a third party the substance of this Agreement, or any information of a confidential nature acquired from the other Party (or Affiliate or Contracted Provider thereof) during the course of this Agreement, except to agents of such Party as necessary for such Party's performance under this Agreement, or as required by a Payor Contract or applicable Regulatory Requirements. Provider acknowledges and agrees that all information relating to Company's programs, policies, protocols and procedures is proprietary information, and except for such disclosures as are required by Regulatory Requirements, Provider shall not disclose such information to any person or entity without WellCare's express written consent.

8.14. Authority. The individuals whose signatures are set forth below represent and warrant that they are duly empowered to execute this Agreement. Provider represents and warrants that it has all legal authority to contract on behalf of and to bind all Contracted Providers to the terms of this Agreement. Provider and each Contracted Provider acknowledges that references herein to the rights and obligations of any "Company" or a "Payor" under this Agreement are references to the rights and obligations of each Company and each Payor individually and not of the Companies or Payors collectively. Notwithstanding anything herein to the contrary, all such rights and obligations are individual and specific to each such Company and each such Payor and the reference to Company or Payor herein in no way imposes any cross-guarantees or joint responsibility or liability by, between or among such individual

Companies or Payors. A breach or default by an individual Company or Payor shall not constitute a breach or default by any other Company or Payor, including but not limited to WellCare.

8.15. 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. Upon Provider's reasonable written request, WellCare shall provide Provider with a fully executed copy of this Agreement.

* * * * *

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, including all Product Attachments noted on Schedule B, effective as of the date set forth beneath their respective signatures.

WELLCARE:

WellCare Health Plans, Inc.

Authorized Signature:

Print Name: Troy Hildreth

Title: State President

Signature Date:

ICM #:

To be completed by WellCare only:

Effective Date:

PROVIDER:

(Legibly Print Name of Provider)

Authorized Signature:

Print Name:

Title:

Signature Date:

Tax Identification Number:

State Medicaid Number:

National Provider Identifier:

PARTICIPATING PROVIDER AGREEMENT

SCHEDULE A
CONTRACTED PROVIDER-SPECIFIC PROVISIONS

Provider and Contracted Providers shall comply with the applicable provisions of this Schedule A.

1 Hospitals. If Provider or a Contracted Provider is a hospital ("Hospital"), the following provisions apply.

1.1 24 Hour Coverage. Each Hospital shall be available to provide Covered Services to Covered Persons twenty-four (24) hours per day, seven (7) days per week.

1.2 Emergency Care. Each Hospital shall provide Emergency Care (as hereafter defined) in accordance with Regulatory Requirements. The Contracted Provider shall notify Company's medical management department of any emergency room admissions by electronic file sent within 24 hours or by the next business day of such admission. "Emergency Care" (or derivative thereof) has, as to each particular Product, the meaning set forth in the applicable Coverage Agreement or Product Attachment. If there is no definition in such documents, "Emergency Care" means inpatient and/or outpatient Covered Services furnished by a qualified provider that are needed to evaluate or stabilize an Emergency Medical Condition. "Emergency Medical Condition" means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in the following: (i) placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy; (ii) serious impairment to bodily functions; or (iii) serious dysfunction of any bodily organ or part.

1.3 Staff Privileges. Each Hospital shall assist in granting staff privileges or other appropriate access to Company's Participating Providers who are qualified medical or osteopathic physicians, provided they meet the reasonable standards of practice and credentialing standards established by the Hospital's medical staff and bylaws, rules, and regulations.

1.4 Discharge Planning. Each Hospital agrees to cooperate with Company's system for the coordinated discharge planning of Covered Persons, including the planning of any necessary continuing care.

1.5 Credentialing Criteria. Each Hospital shall (a) currently, and for the duration of this Agreement, remain accredited by the Joint Commission or American Osteopathic Association, as applicable; and (b) ensure that all employees of Hospital perform their duties in accordance with all applicable local, State and federal licensing requirements and standards of professional ethics and practice.

1.6 National Committee for Quality Assurance ("NCQA") Accreditation of WellCare's Standards. Each Hospital agrees to: i) cooperate with Quality Management and Improvement ("QI") activities; ii) maintain the confidentiality of a Covered Persons information and records pursuant to the Agreement; and iii) allow the Company to use Hospital's performance data.

2 Practitioners. If Provider or Contracted Provider is a physician or other health care practitioner (including physician extenders) ("Practitioner"), the following provisions apply.

2.1 Contracted Professional Qualifications. At all times during the term of this Agreement, Practitioner shall, as applicable, maintain medical staff membership and admitting privileges with at least one hospital that is a Participating Provider ("Participating Hospital") with respect to each Product in which the Practitioner participates. Upon Company's request, Practitioner shall furnish evidence of the foregoing to Company. If Practitioner does not have such admitting privileges, Provider or the Practitioner shall provide Company with a written statement from another Participating Provider who has such admitting privileges, in good standing, certifying

that such individual agrees to assume responsibility for providing inpatient Covered Services to Covered Persons who are patients of the applicable Practitioner.

2.2 Acceptance of New Patients. To the extent that Practitioner is accepting new patients, such Practitioner must also accept new patients who are Covered Persons with respect to the Products in which such Practitioner participates. Practitioner shall notify Company in writing 45 days prior to such Practitioner's decision to no longer accept Covered Persons with respect to a particular Product. In no event will an established patient of any Practitioner be considered a new patient.

2.3 Preferred Drug List/Drug Formulary. If applicable to the Covered Person's coverage, Practitioners shall use commercially reasonable efforts, when medically appropriate under the circumstances, to comply with formulary or preferred drug list when prescribing medications for Covered Persons.

2.4 National Committee for Quality Assurance ("NCQA") Accreditation of WellCare's Standards. Each Practitioner agrees to: i) cooperate with Quality Management and Improvement ("QI") activities; ii) maintain the confidentiality of a Covered Persons information and records pursuant to the Agreement; and iii) allow the Company to use Practitioner's performance data.

3 Ancillary Providers. If Provider or Contracted Provider is an ancillary provider (including but not limited to a home health agency, durable medical equipment provider, sleep center, pharmacy, ambulatory surgery center, nursing facility, laboratory or urgent care center)("Ancillary Provider"), the following provisions apply.

3.1 Acceptance of New Patients. To the extent that Ancillary Provider is accepting new patients, such Ancillary Provider must also accept new patients who are Covered Persons with respect to the Products in which such Ancillary Provider participates. Ancillary Provider shall notify Company in writing 45 days prior to such Ancillary Provider's decision to no longer accept Covered Persons with respect to a particular Product. In no event will an established patient of any Ancillary Provider be considered a new patient.

3.2 National Committee for Quality Assurance ("NCQA") Accreditation of WellCare's Standards. Each ancillary provider agrees to: i) cooperate with Quality Management and Improvement ("QI") activities; ii) maintain the confidentiality of a Covered Persons information and records pursuant to the Agreement; and iii) allow the Company to use ancillary provider's performance data.

4 FQHC. If Provider or a Contracted Provider is a federally qualified health center ("FQHC"), the following provisions apply.

4.1 FQHC Insurance. To the extent FQHC's employees are deemed to be federal employees qualified for protection under the Federal Tort Claims Act ("FTCA") and WellCare has been provided with documentation of such status issued by the U.S. Department of Health and Human Services (such status to be referred to as "FTCA Coverage"), Section 5.1 of this Agreement will not apply to those Contracted Providers with FTCA Coverage. FQHC shall provide evidence of such FTCA Coverage to WellCare at any time upon request. FQHC shall promptly notify WellCare if, any time during the term of this Agreement, any Contracted Provider is no longer eligible for, or if FQHC becomes aware of any fact or circumstance that would jeopardize, FTCA Coverage. Section 5.1 of this Agreement will apply to a Contracted Provider immediately upon such Contracted Provider's loss of FTCA Coverage for any reason.

5 Facility Providers. If Provider or a Contracted Provider is a facility (including but not limited to Clinic, FQHC, LTAC, Nursing Home, Rehab, Rural Health Clinic, Skilled Nursing) ("Facility Provider") the following provision applies.

5.1 National Committee for Quality Assurance ("NCQA") Accreditation of WellCare's Standards. Each facility agrees to: i) cooperate with Quality Management and Improvement ("QI")

activities; ii) maintain the confidentiality of a Covered Persons information and records pursuant to the Agreement; and iii) allow the Company to use facility's performance data.

6 Long Term Services and Supports ("LTSS") and Home and Community-Based Services ("HCBS") Providers. If Provider or a Contracted Provider is a provider of LTSS and/or HCBS services, the following provisions apply.

6.1 Definition. LTSS generally includes assistance with daily self-care activities (e.g., walking, toileting, bathing, and dressing) and activities that support an independent lifestyle (e.g., food preparation, transportation, and managing medications). The broad category of LTSS also includes care and service coordination for people who live in their own home, a residential setting, a nursing facility, or other institutional setting. Home and community-based services ("HCBS") are a subset of LTSS that functions outside of institutional care to maximize independence in the community. Long-term care ("LTC") is another subset of LTSS which provides benefits as specified through the SMMC LTC Program.

6.2 HCBS Waiver Authorization. Provider shall not provide HCBS Covered Services to Covered Person without the required HCBS waiver authorization.

6.3 Conditions for Reimbursement. No payment shall be made to the Provider unless the Provider has strictly conformed to the policies and procedures of the HCBS Waiver Program, including but not limited to not providing HCBS Covered Services without prior authorization of WellCare. For the purposes of this Exhibit, "HCBS Waiver Program" shall mean any special Medicaid program operated under a waiver approved by the Centers for Medicare and Medicaid Services which allows the provision of a special package of approved services to Covered Person.

6.4 Acknowledgement. WellCare acknowledges that Provider is a provider of LTSS and is not necessarily a provider of medical or health care services. Nothing in this Agreement is intended to require Provider to provide medical or health care services that Provider does not routinely provide, but would not prohibit providers from offering these services, as appropriate.

6.5 Notification Requirements. Provider or the applicable Contracted Provider shall provide the following notifications to WellCare, via written notice or via telephone contact at a number to be provided by WellCare, within the following time frames:

6.5.1 Provider or the applicable Contracted Provider shall notify WellCare of a Covered Person's visit to urgent care or the emergency department of any hospital, or of a Covered Person's hospitalization, within twenty-four (24) hours of becoming aware of such visit or hospitalization.

6.5.2 Provider or the applicable Contracted Provider shall notify WellCare of any change to the designated/assigned services being provided under a Covered Person's plan of care and/or service plan, within 24 hours of becoming aware of such change.

6.5.3 Provider or the applicable Contracted Provider shall notify WellCare if a Covered Person misses an appointment with Provider, within 24 hours of becoming aware of such missed appointment.

6.5.4 Provider or the applicable Contracted Provider shall notify WellCare of any change in a Covered Person's medical or behavioral health condition, within 24 hours of becoming aware of such change. (Examples of changes in condition are set forth in the Provider Manual.)

6.5.5 Provider or the applicable Contracted Provider shall notify WellCare of any safety issue identified by Provider or Contracted Provider or its agent or subcontractor, within 24 hours of the identification of such safety issue. (Examples of safety issues are set forth in the Provider Manual.)

6.5.6 Provider or the applicable Contracted Provider shall notify WellCare of any change in Provider's or Contracted Provider's key personnel, within 24 hours of such change.

6.6 Minimum Data Set. If Contracted Provider is a nursing facility, Provider or such Contracted Provider shall submit to WellCare or its designee the Minimum Data Set as defined by CMS and required under federal law and WellCare policy as it relates to all Covered Persons who are residents in Contracted Provider's facility. Such submission shall be via electronic mail, facsimile transmission, or other manner and format reasonably requested by WellCare.

6.7 Quality Improvement Plan. Each Contracted Provider shall participate in WellCare's LTSS quality improvement plan. Each Contracted Provider shall permit WellCare to access such Contracted Providers' assessment and quality data upon reasonable advance notice, which may be given by electronic mail.

6.8 Electronic Visit Verification. If Contracted Provider provides in-home services, Contracted Provider shall comply with 21st Century Cures Act and WellCare's electronic visit verification system requirements where applicable and accessible.

6.9 Criminal Background Checks. Provider shall conduct a criminal background check on each Contracted Provider prior to the commencement of services under this Agreement and as requested by WellCare thereafter. Provider shall provide the results of such background checks to WellCare and member, if self-directed, upon request. WellCare within a reasonable time period following the completion thereof. Contracted Provider agrees to immediately notify WellCare of any criminal convictions of any Contracted Provider. Provider shall pay any costs associated with such criminal background checks.

7 Person-Centered Planning, Care/Service Plan, and Services. Provider and Contracted Providers shall comply with all State and federal regulatory requirements related to person-centered planning, care/service plans, and services including, but not limited to:

7.1 Covered Persons shall lead the person-centered planning process and can elect to include, and/or consult with, any of their LTSS providers in the care/service plan development process.

7.2 The care/service plan must be finalized and agreed to, with the informed consent of the individual in writing, and signed by all individuals and providers responsible for its implementation through the mechanism required by State and federal requirements. Non-medical service providers (such as meals or assistive technology) can signify their agreement through this contract or written agreement in lieu of directly in the plan, if permitted by the Covered Person.

7.3 LTSS providers shall be aware of, respect, and adhere to a Covered Person's preferences for the delivery of services and supports.

7.4 LTSS providers shall ensure services and supports are culturally appropriate, provided in plain language (where applicable), and accessible to Covered Persons and the person(s) supporting them who have disabilities and/or are limited English proficient.

7.5 WellCare agrees to complete the care/service plan in a timely manner (within at least 120 days of enrollment or annually, or less if State requirements differ) and provide a copy to LTSS provider(s) responsible for implementation.

SCHEDULE B
PRODUCT PARTICIPATION

Provider will be designated as a "Participating Provider" in the Product Attachments listed below as of the date of successful completion of credentialing in accordance with this Agreement.

List of Product Attachments:

Attachment A: Medicaid
Attachment B: [Reserved]
Attachment C: [Reserved]

PARTICIPATING PROVIDER AGREEMENT

SCHEDULE C
INFORMATION FOR CONTRACTED PROVIDERS

Provider shall provide WellCare with the information set forth below with respect to: (i) Provider; (ii) each Contracted Provider; and (iii) if applicable, each Contracted Provider's locations and/or professionals. To the extent Provider provides the name of any Contracted Provider to WellCare hereunder, such entity and/or individual will be considered a Contracted Provider under this Agreement regardless of whether the complete list of information set forth below relating to such Contracted Provider is provided by Provider.

1. Name
2. Address
3. E-mail address
4. Telephone and facsimile numbers
5. Professional license numbers
6. Medicare/Medicaid ID numbers
7. Federal tax ID numbers
8. Completed W-9 form
9. National Provider Identifier (NPI) numbers
10. Provider Taxonomy Codes
11. Area of medical specialty
12. Age restrictions (if any)
13. Area hospitals with admitting privileges (where applicable)
14. Whether Providers are employed or subcontracted with Contracted Provider using the designation "E" for employed or "C" for subcontracted.
15. For a subcontracted Provider, whether its Providers are employed or contracted with the subcontracted Provider using the designation "E" for employed or "C" for contracted.
16. Office contact person
17. Office hours
18. Billing office
19. Billing office address
20. Billing office telephone and facsimile numbers
21. Billing office e-mail address
22. Billing office contact person
23. Ownership Disclosure Form, as required to comply with Laws, Program Requirements, and Government Contract

NOTE: For a complete listing of the information and additional documentation required, please refer to the enrollment application

PARTICIPATING PROVIDER AGREEMENT

SCHEDULE D
COMPANY AFFILIATES

As of the Effective Date, the Affiliates of WellCare included as the "Company" are listed below.

Affiliates	State
Celtic Insurance Company	Multiple States
Health Net Community Solutions, Inc.	Multiple States
Health Net Life Insurance Company	Multiple States
WellCare Health Plans, Inc.	Multiple States
WellCare of Alabama, Inc.	Alabama
Bridgeway Health Solutions of Arizona, Inc. Care1st Health Plan of Arizona Inc. Health Net of Arizona, Inc., d/b/a Arizona Complete Health One Care by Care1st Health Plan of Arizona Inc. WellCare Health Insurance of the Southwest, Inc. WellCare Health Plans of Arizona, Inc.	Arizona
Arkansas Health & Wellness Health Plan, Inc. Arkansas Total Care, Inc. NovaSys Health, Inc. WellCare Health Insurance Company of America	Arkansas
Harmony Health Plan, Inc.	Arkansas, Illinois, Mississippi, South Carolina, Tennessee
California Health and Wellness Plan Health Net of California, Inc. WellCare of California, Inc., f/k/a Easy Choice Health Plan, Inc.	California
WellCare Health Insurance of Connecticut, Inc.	Connecticut
WellCare of Connecticut, Inc.	Connecticut, North Carolina
Sunshine Health Plan Community Solutions, Inc. Sunshine State Health Plan, Inc. WellCare Health Insurance of Arizona, Inc.WellCare of Florida, Inc.	Florida
Ambetter of Peach State, Inc. Peach State Health Plan, Inc. WellCare of Georgia, Inc.	Georgia
WellCare Health Insurance of Arizona, Inc., d/b/a 'Ohana Health Plan, Inc. WellCare Health Insurance of Hawaii, Inc.	Hawaii
IlliniCare Health Plan, Inc. Meridian Health Plan of Illinois, Inc. WellCare of Illinois, Inc.	Illinois
Meridian Health Plan of Michigan, Inc.	Illinois, Indiana, Michigan, Ohio
Coordinated Care Corporation, d/b/a Managed Health Services - IN	Indiana
Iowa Total Care, Inc.	Iowa
Sunflower State Health Plan, Inc.	Kansas
WellCare Health Insurance Company of Kentucky, Inc., d/b/a WellCare of Kentucky, Inc.	Kentucky
Louisiana Healthcare Connections, Inc. WellCare Health Insurance Company of Louisiana, Inc.	Louisiana
WellCare of Maine, Inc.	Maine
CeltiCare Health Plan of Massachusetts, Inc. WellCare Health Plans of Massachusetts, Inc.	Massachusetts
Meridian Health Plan of Michigan, Inc. Michigan Complete Health, Inc.	Michigan

Affiliates	State
Ambetter of Magnolia, Inc. Magnolia Health Plan, Inc. WellCare of Mississippi, Inc.	Mississippi
Home State Health Plan, Inc.	Missouri
Nebraska Total Care, Inc.	Nebraska
SilverSummit Healthplan, Inc.	Nevada
Granite State Health Plan, Inc. WellCare Health Insurance Company of New Hampshire, Inc. WellCare of New Hampshire, Inc.	New Hampshire
WellCare Health Insurance Company of New Jersey, Inc. WellCare Health Plans of New Jersey, Inc.	New Jersey
Western Sky Community Care, Inc.	New Mexico
New York Quality Healthcare Corporation, d/b/a Fidelis Care WellCare Health Insurance of New York, Inc. WellCare of New York, Inc.	New York
American Progressive Life and Health Insurance Company of New York	New York, Maine
WellCare Health Insurance of North Carolina, Inc. WellCare of North Carolina, Inc.	North Carolina
Buckeye Community Health Plan, Inc. Buckeye Health Plan Community Solutions, Inc.	Ohio
WellCare Health Insurance Company of Oklahoma, Inc. WellCare of Oklahoma, Inc.	Oklahoma
Health Net Health Plan of Oregon, Inc. Trillium Community Health Plan, Inc.	Oregon
Pennsylvania Health & Wellness, Inc.	Pennsylvania
WellCare Health Plans of Rhode Island, Inc.	Rhode Island
Absolute Total Care, Inc. WellCare of South Carolina, Inc.	South Carolina
WellCare Health Insurance of Tennessee, Inc.	Tennessee
SelectCare Health Plans, Inc. SelectCare of Texas, Inc. Superior HealthPlan Community Solutions, Inc. Superior Healthplan, Inc. WellCare National Health Insurance Company WellCare of Texas, Inc.	Texas
WellCare Health Plans of Vermont, Inc.	Vermont
WellCare of Virginia, Inc.	Virginia
Coordinated Care of Washington, Inc. WellCare Health Insurance Company of Washington, Inc. WellCare of Washington, Inc.	Washington
Managed Health Services Insurance Corporation	Wisconsin

Attachment A: Medicaid

MEDICAID PRODUCT ATTACHMENT

This PRODUCT ATTACHMENT ("***Attachment***") is made and entered between WellCare Health Plans, Inc., a North Carolina corporation ("***WellCare***") and _____ ("***Provider***").

WHEREAS, WellCare and Provider entered into that certain Participating Provider Agreement, as the same may have been amended and supplemented from time to time (the "Agreement"), pursuant to which Provider and its Contracted Providers participate in certain Products offered by or available from or through a Company;

WHEREAS, pursuant to the provisions of the Agreement, this Attachment is part of the Agreement and, as such, the Contracted Providers identified herein will be designated and participate as "***Participating Providers***" in the Product described in this Attachment; and

WHEREAS, the Agreement is modified or supplemented as hereafter provided.

NOW THEREFORE, in consideration of the recitals, the mutual promises herein stated, the parties hereby agree to the provisions set forth below.

1. Defined Terms. For purposes of the Medicaid Product (as herein defined), the following terms have the meanings set forth below. All capitalized terms not specifically defined in this Attachment will have the meanings given to such terms in the Agreement, or, if not defined there, in the State Contract (as herein defined). All technical managed care terms used in this Attachment are defined in the Agreement or this Attachment, and are consistent with definitions included in Covered Person materials issued in conjunction with the Medicaid managed care program.

1.1. "***Amendment***" means any change to the terms of a contract, including terms incorporated by reference that modifies fee schedules. A change required by federal or state law, rule, regulation, administrative hearing, or court order is not an amendment.

1.2. "***Clean Claim***" means a claim for services submitted to WellCare by a Medicaid managed care medical or pharmacy services provider that can be processed without obtaining additional information from the submitter in order to adjudicate the claim.

1.3. "***Emergency Medical Condition***" means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) that a prudent layperson, with an average knowledge of health and medicine, could reasonably expect that the absence of immediate medical attention to result in the following: placing the health of the individual (or, for a pregnant woman, the health of the woman or her unborn child) in serious jeopardy, serious impairment to bodily functions, or serious dysfunction of any bodily organ or part. "Emergency Medical Condition" also means a medical condition in which the symptoms appear quickly and are severe enough that a person with average knowledge of health and medicine would expect that, in the absence of immediate medical attention, the health or life of the person experiencing the symptoms is in jeopardy or they are at risk of serious damage to a bodily function, organ, or part.

1.4. "***Emergency Services***" means inpatient and outpatient services furnished by a qualified provider needed to evaluate or stabilize an Emergency Medical Condition.

1.5. "***Health Care Provider***" means an individual who is licensed, certified, or otherwise authorized under Chapter 90 or Chapter 90B of the General Statutes of North Carolina or under the laws of another state to provide health care services in the ordinary course of business or practice of a profession or in an approved education or training program and a facility that is licensed under Chapter 131E or Chapter 122C of the General Statutes of North Carolina or is owned or operated by the State of North Carolina in which health care services are provided to patients.

1.6. ***"Medicaid Product"*** refers to those programs and health benefit arrangements offered by WellCare or other Company pursuant to a State Contract. The Medicaid Product does not apply to any Coverage Agreements that are specifically covered by another Product Attachment to the Agreement.

1.7. "***Medically Necessary Service***" or "***Medically Necessary***" means definition as found in Section III.A.78.

1.8. "***Objective Quality Standards***" means the objective standards for quality determinations identified by WellCare that assess a provider's ability to deliver care; include specific defined thresholds for adverse quality determinations; meet standards established by the National Committee on Quality Assurance (NCQA); and are not discriminatory.

1.9. "***Primary Care Provider***" or "***PCP***" means the participating physician, physician extender (e.g. physician assistant, nurse practitioner, certified nurse midwife) or group practice/center selected by or assigned to the Covered Person to provide and coordinate the Covered Person's health care needs and to initiate and monitor referrals for specialized services when required. Includes family practitioners, pediatricians, obstetricians, and internal medicine physicians.

1.10. "***State***" means North Carolina.

1.11. "***State Contract***" means a contract between WellCare or other Company and one or more state Medicaid agency(ies), or any successors thereto, to provide specified services and goods to covered beneficiaries under state Medicaid-funded program(s) and to meet certain performance standards while doing so.

2. Medicaid Product.

2.1. Medicaid and/or CHIP Product. This Product Attachment constitutes the "Medicaid Product Attachment" and is incorporated into the Agreement between Provider and WellCare. It supplements the Agreement by setting forth specific terms and conditions that apply to the Medicaid Product with respect to which a Participating Provider has agreed to participate, and with which a Participating Provider must comply in order to maintain such participation. This Attachment applies only to the provision of health care services, supplies or accommodations (including Covered Services) to Covered Persons enrolled in the Medicaid Product.

2.2. Participation. Except as otherwise provided in this Product Attachment or the Agreement, Provider and all Contracted Providers under the Agreement will participate as Participating Providers in the Medicaid Product and will provide to Covered Persons enrolled in the Medicaid Product, upon the same terms and conditions contained in the Agreement, as supplemented or modified by this Product Attachment, those Covered Services that are provided by Contracted Providers pursuant to the Agreement. In providing such services, Provider shall, and shall cause Contracted Providers to, comply with and abide by the provisions of this Product Attachment and the Agreement (including the Provider Manual).

2.3. Attachment. This Attachment constitutes the Product Attachment and Compensation Schedule for the Medicaid Product.

2.4. Construction. This Product Attachment supplements and forms a part of the Agreement. Except as otherwise provided herein or in the terms of the Agreement, the terms and conditions of the Agreement will remain unchanged and in full force and effect as a result of this Product Attachment. In the event of a conflict between the provisions of the Agreement and the provisions of this Product Attachment, this Product Attachment will govern with respect to health care services, supplies or accommodations (including Covered Services) rendered to Covered Persons enrolled in or covered by a Medicaid Product. To the extent Provider or any Contracted Provider is unclear about its, his or her respective duties and obligations, Provider or the applicable Contracted Provider shall request clarification from WellCare. To the extent any provision of this Agreement (including any exhibit,

attachment, or other document referenced herein) is inconsistent with or contrary to any provision of the State Contract, the relevant provision of the State Contract shall have priority and control over the matter.

3. Term. This Product Attachment will become effective as of the Effective Date, and will be coterminous with the Agreement unless a Party terminates the participation of the Contracted Provider in this Product in accordance with the applicable provisions of the Agreement or this Product Attachment.

4. Governmental Program Requirements. Schedule A to this Product Attachment, which is incorporated herein by this reference, sets forth the provisions that are required by the applicable State Contract to be included in the Agreement with respect to the Medicaid Product. Any additional requirements that may apply to the Coverage Agreements or Covered Persons enrolled in or covered by this Product may be set forth in the Provider Manual or another Attachment and are incorporated herein by this reference.

5. Other Terms and Conditions. Except as modified or supplemented by this Product Attachment, the compensation hereunder for the provision of Covered Services by Contracted Providers to Covered Persons enrolled in or covered by the Medicaid Product is subject to all of the other provisions in the Agreement (including the Provider Manual) that affect or relate to compensation for Covered Services provided to Covered Persons.

Attachment A: Medicaid

SCHEDULE A
GOVERNMENTAL PROGRAM REQUIREMENTS

This Schedule sets forth the special provisions that are specific to the North Carolina Medicaid Product under the State Contract.

1. Compliance.

1.1 Compliance with State and Federal Laws. Participating Provider understands and agrees that it, he or she is subject to all state and federal laws, rules, regulations, waivers, policies and guidelines, and court-ordered consent decrees, settlement agreements, or other court orders that apply to the Agreement and State Contract, and all persons or entities receiving state and federal funds. Participating Provider understands and agrees that any violation by a provider of a state or federal law relating to the delivery of services pursuant to this Agreement, or any violation of the State Contract could result in liability for money damages, and/or civil or criminal penalties and sanctions under state and/or federal law. *(Section VII, Section G(3)(a)).*

1.2 Department Authority Related to the Medicaid Program. Participating Provider agrees and understands that in the State of North Carolina, the Department of Health and Human Services ("***NCDHHS***") is the single state Medicaid agency designated under 42 C.F.R. § 431.10 to administer or supervise the administration of the state plan for medical assistance. The Division of Health Benefits is designated with administration, provision, and payment for medical assistance under the Federal Medicaid (Title XIX) and the State Children's Health Insurance (Title XXI) (CHIP) programs. The Division of Social Services (DSS) is designated with the administration and determination of eligibility for the two programs. *(Section VII, G(3)(e)).*

1.3 Credentialing. Each Participating Provider shall be enrolled as a Medicaid provider as required by 45 C.F.R. § 455.410 and maintain enrollment for the term of the Agreement. Participating Provider shall maintain licensure, accreditation, and credentials sufficient to meet WellCare's network participation requirements, as outlined in WellCare's Provider Manual and its Credentialing and Re-credentialing Policy. Participating Provider shall notify WellCare of changes in the status of any information relating to Participating Provider's professional credentials. Participating Provider shall complete reenrollment or re-credentialing before renewal of the Agreement as set forth below:

(a) during the provider credentialing transition period, no less frequently than every five (5) years; and

(b) during the provider credentialing under full implementation, no less frequently than every three (3) years, except as otherwise permitted by the NC DHHS. *(Section VII, G(1)(f))*

1.4 Liability Insurance. Participating Provider shall maintain professional liability insurance coverage in an amount acceptable to WellCare. Participating Provider shall notify WellCare of subsequent changes in the status of Participating Provider's professional liability insurance on a timely basis. *(Section VII, G(1)(g)).*

1.5 Utilization Management. Participating Provider shall comply with WellCare's utilization management programs, quality management programs, and provider sanction programs, except to the extent that any of these programs conflict with Participating Provider's professional or ethical responsibility or interfere with Participating Provider's ability to provide information or assistance to patients. WellCare utilizes only NC Medicaid's Clinical Coverage Policies for utilization management/clinical guidelines and other NC DHHS-approved utilization management/clinical guidelines. *(Section VII, G(1)(o)).*

1.6 Dispute Resolution. Participating Provider shall utilize the applicable dispute resolution procedures outlined in the Agreement to resolve disputes between WellCare and Participating Provider. *(Section VII, G(1)(q)).*

1.7 Reporting Requirements. Participating Provider shall promptly provide WellCare with the data and information that WellCare requests in order to meet its reporting requirements under the State Contract. *(Section VII, J. Table 1).*

1.8 Hours of Operation. Participating Provider will offer hours of operation to Covered Persons that are not less than the hours of operation offered to commercial members or comparable to Medicaid fee-for-service, if Participating Provider serves only Medicaid or NC Health Choice members. *(Section V, D(1)(d)(iii)).*

2. Entire Agreement. The Agreement identifies the documents that constitute the entire contract between the parties. *(Section VII, G(1)(a)).*

3. Hold Harmless. Participating Provider agrees to hold the Covered Person harmless for charges for any Covered Service. Participating Provider agrees not to bill a Covered Person for Medically Necessary Services covered by WellCare so long as the Covered Person is eligible for coverage. *(Section VII, G(3)(b)).* Participating Provider will not hold Covered Person's responsible for any of the following: (a) WellCare's debts in the event of its insolvency; (b) Covered Services provided to the Covered Person for which: (i) NC DHHS does not pay WellCare, or (ii) NC DHHS, or WellCare, does not pay the Participating Provider; (c) payments for Covered Services furnished under a contract, referral or other arrangement, to the extent that those payments are in excess of the amount that the Covered Person would owe if WellCare covered the services directly. 42 C.F.R. § 438.106. *(Section V, C(1)(i)(iii) and Section V, C(2)(r)(iii)).*

4. Liability. Participating Provider understands and agrees that NC DHHS does not assume liability for the actions of, or judgments rendered against, WellCare, Payors, its employees, agents or subcontractors. Further, Participating Provider understands and agrees that there is no right of subrogation, contribution, or indemnification against NC DHHS for any duty owed to Participating Provider by WellCare or Payor or any judgment rendered against WellCare or Payor. *(Section VII, G(3)(c)).*

5. Non-Discrimination.

5.1 Equitable Treatment of Covered Persons. Participating Provider agrees to render provider services to Covered Persons with the same degree of care and skills as customarily provided to Participating Provider's patients who are not Covered Persons, according to generally accepted standards of medical practice. Participating Provider and WellCare agree that Covered Persons and non-Covered Persons should be treated equitably. Participating Provider agrees not to discriminate against Covered Persons on the basis of race, color, national origin, age, sex, gender, or disability. *(Section VII, G(3)(d)).*

5.2 Interpreting and Translation Services. Participating Provider shall provide qualified sign language interpreters if closed captioning is not the appropriate auxiliary aid for the Covered Person. Participating Provider shall ensure that Participating Provider's staff are trained to appropriately communicate with patients with various types of hearing loss. Participating Provider shall report to WellCare, in a format and frequency determined by WellCare, whether hearing loss accommodations are needed and provided and the type of accommodation provided. *(Section VII, G(1)(t)).*

6. Term; Termination.

6.1 Term. This Attachment is coterminous with the Agreement, unless otherwise agreement by the parties, but in no event will the term of this Attachment exceed the term of the State Contract (including, for avoidance of doubt, any renewals of the State Contract) *(Section VII, G(1)(c)).*

6.2 Termination. The Agreement sets forth the basis for termination of the Agreement by either party and the related notice requirements. Notwithstanding anything in the Agreement or this Attachment to the contrary, WellCare may immediately terminate the Agreement or this Attachment and a Participating Provider's participation thereunder upon: (1) a confirmed finding of fraud, waste or abuse by the NC DHHS or the North Carolina Department of Justice Medicaid Investigations Division, or (2) failure of the Participating Provider to maintain enrollment as a Medicaid provider. *(Sections VII, G(1)(d) and G(1)(f)(i)).*

6.3 Insolvency. If the Agreement or this Attachment terminates as a result of WellCare's or Payor's insolvency, Participating Provider will cooperate in the transition of administrative duties and records and ensure the continuation of care when inpatient care is on-going in accordance with the requirements of the Agreement, this Attachment and the State Contract. If WellCare or Payor provides for or arranges for the delivery of health care services on a prepaid basis, Participating Provider will continue inpatient care until the patient is ready for discharge. *(Section VII, G(1)(e)).*

7. Covered Person Services.

7.1 Covered Person Billing. Participating Provider shall not bill any Medicaid Managed Care Covered Person for Covered Services, except for specified coinsurance, copayments, and applicable deductibles. Participating Provider is responsible for collecting applicable deductibles, copayments, coinsurance and fees for non-Covered Services. This provision does not prohibit a Participating Provider and Covered Person from agreeing to continue non-Covered Services at the Covered Person's own expense, as long as the Participating Provider has notified the Covered Person in advance that a Payor may not cover or continue to cover specific services and the Covered Person to receive the services *(Section VII, G(1)(h)).*

7.2 Provider Accessibility. Participating Provider shall provide call coverage or other back-up to provide service in accordance with WellCare's standards for provider accessibility addressed set forth herein, in the Provider Manual and/or in the State Contract. *(Section VII, G(1)(i)).* Participating Provider agrees to meet the NC DHHS standards for timely access to care and services, taking into account the urgency of need for services. *(Section V, D(1)(d)(ii)).* Participating Provider shall provide physical access, reasonable accommodations, including parking, exam and waiting rooms, and accessible equipment for Medicaid Covered Persons with physical or mental disabilities. *(Section V, (1)(d)(vi)).*

7.3 Eligibility Verification. WellCare or Payor shall provide a mechanism that allows Participating Provider to verify Covered Person eligibility, based on current information held by WellCare or Payor, as applicable, before rendering Covered Services. *(Section VII, G(1)(j)).*

7.4 Covered Person Appeals and Grievances. Participating Provider shall cooperate with Covered Person in regard to Covered Person appeals and grievance procedures. *(Section VII, G(1)(l)).* Participating Provider has the right to file a grievance or appeal. WellCare's internal appeal processes must be completed before seeking other legal or administrative remedies under state or federal law. *(Section V, D(2)(c)(xi)).*

7.5 Appointment Wait Times. Participating Provider shall cooperate with WellCare to ensure that appointment wait times for Covered Persons do not exceed the requirements set forth below, to the extent applicable. *(Section VII, F. Table 3).*

(a) If Participating Provider is a PCP providing preventative care services, appointment wait time shall not exceed thirty (30) calendar days for adults (21 years of age and older) and children ages six (6) months to twenty (20) years of age, and fourteen (14) calendar days for children less than six (6) months of age.

(b) If Participating Provider is a PCP providing urgent care services, appointment wait time shall not exceed twenty-four (24) hours.

(c) If Participating Provider is a PCP providing services for routine/check-up without symptoms, appointment wait time shall not exceed thirty (30) calendar days.

(d) If Participating Provider is a PCP providing after-hours access for emergent and urgent care, care shall be administered immediately upon presentation at a service delivery site.

(e) If Participating Provider provides prenatal care, appointment wait time for initial appointments within the first or second trimester shall not exceed fourteen (14) calendar days and appointment wait time for initial appointments within the third trimester or for a high-risk pregnancy shall not exceed five (5) calendar days.

(f) If Participating Provider provides specialty care, appointment wait time shall not exceed twenty-four (24) hours for urgent care services or thirty (30) calendar days for routine/check-up without symptoms services. For after-hours access for emergent and urgent care, care shall be administered immediately upon immediately upon presentation at a service delivery site.

(g) If Participating Provider provides behavioral health care, appointment wait time shall not exceed thirty (30) minutes for Mobile Crisis Management Services; twenty-four (24) hours for Urgent Care Services for Mental Health or Urgent Care Services for SUDs; and fourteen (14) calendar days for Routine Services for Mental Health or Routine Services for SUDs. For Emergency Services for Mental Health or SUDs, care should administered immediately upon presentation at a service delivery site.

(h) To the extent Participating Provider performs Emergency Services, Participating Provider shall make Emergency Services available twenty-four (24) hours a day, three hundred sixty-five (365) days a year.

8. Records.

8.1 Medical Records. Participating Provider shall maintain confidentiality of Covered Person medical records and personal information and other health records as required by law. Participating Provider shall maintain adequate medical and other health records according to industry and WellCare standards. Participating Provider shall make copies of such records available to WellCare, Payor and NC DHHS in conjunction with its regulation of WellCare. Participating Provider shall make available and furnish the records immediately upon request in either paper or electronic form, at no cost to the requesting party. *(Section VII, G(1)(k))*.

8.2 Access to Provider Records.

(a) Participating Provider agrees to provide at no cost to the following entities or their designees with prompt, reasonable, and adequate access to WellCare or Payor and the Agreement and any records, books, documents, and papers that relate to WellCare or Payor and the Agreement and/or Participating Provider's performance of its responsibilities under this Agreement for purposes of examination, audit, investigation, contract administration, the making of copies, excerpts or transcripts, or any other purpose NC DHHS deems necessary for contract enforcement or to perform its regulatory functions: (i) the United States Department of Health and Human Services or its designee; (ii) the Comptroller General of the United States or its designee; (iii) NC DHHS, its Medicaid managed care program personnel, or its designee; (iv) the Office of Inspector General; (v) North Carolina Department of Justice Medicaid Investigations Division; (vi) any independent verification and validation contractor, audit firm, or quality assurance contractor acting on behalf of NC DHHS; (vii) the North Carolina Office of State Auditor, or its designee; (viii) a state or federal law enforcement agency; and (ix) any other state or federal entity identified by NC DHHS, or any other entity engaged by NC DHHS.

(b) Participating Provider shall cooperate with all announced and unannounced site visits, audits, investigations, post-payment reviews, or other program integrity activities conducted by the NC DHHS.

(c) Nothing in this section shall be construed to limit the ability of the federal government, the Centers for Medicare and Medicaid Services, the U.S. Department of Health and Human Services Office of Inspector General, the U.S. Department of Justice, or any of the foregoing entities' contractors or agents, to enforce federal requirements for the submission of documentation in response to an audit or investigation. *(Section VII, G(3)(f))*.

9. Provider Ownership Disclosure. Participating Provider agrees to disclose the required information, at the time of application, and/or upon request, in accordance with 42 C.F.R.§ 455 Subpart B, related to ownership and control, business transactions, and criminal conviction for offenses against Medicare, Medicaid, CHIP and/or other federal health care programs. See 42 C.F.R. § 455, Parts 101 through 106 for definitions, percentage calculations, and requirements for disclosure of ownership, business transactions, and information on persons convicted of crimes related to any federal health care programs. Participating Provider agrees to notify, in writing, WellCare and the NC DHHS of any criminal conviction within twenty (20) days of the date of the conviction. *(Section VII, G(3)(g))*.

10. Provider Payment.

10.1 Methodology. The Agreement includes a provider payment provision that describes the methodology to be used as a basis for payment. Such provision does not include a rate methodology that provides for automatic increases in rates, consistent with N.C. Gen. Stat. 58-3-227(a)(5). *(Section VII, G(1)(m))*.

10.2 G.S. 58-3-225, Prompt Claim Payments under Health Benefit Plans. Unless otherwise provided by the NC DHHS's Advanced Medical Home Program Policy, Pregnancy Management Program Policy, Care Management for High-Risk Pregnancy Policy, or Care Management for At-Risk Children Policy, Participating Provider shall submit all claims to the Payor for processing and payments within one-hundred-eighty (180) calendar days from the date of covered service or discharge (whichever is later). However, Participating Provider's failure to submit a claim within this time will not invalidate or reduce any claim if it was not reasonably possible for Participating Provider to submit the claim within that time. In such case, the claim should be submitted as soon as reasonably possible, and in no event, later than one (1) year from the time submittal of the claim is otherwise required. *(Section VII, G(3)(h))*.

(a) For medical claims (including behavioral health), Payor shall comply with the requirements set forth below.

(i) The Payor shall within eighteen (18) calendar days of receiving a Medical Claim notify Participating Provider whether the claim is a Clean Claim, or pend the claim and request from Participating Provider all additional information needed to process the claim.

(ii) The Payor shall pay or deny a medical Clean Claim at lesser of thirty (30) calendar days of receipt of the claim or the first scheduled provider reimbursement cycle following adjudication.

(iii) A medical pended claim shall be paid or denied within thirty (30) calendar days of receipt of the requested additional information.

(b) For pharmacy claims, Payor shall comply with the requirements set forth below.

(i) The Payor shall within fourteen (14) calendar days of receiving a pharmacy claim pay or deny a pharmacy Clean Claim or notify Participating Provider that more information is needed to process the claim.

(ii) A pharmacy pended claim shall be paid or denied within fourteen (14) calendar days of receipt of the requested additional information.

(c) If the requested additional information on a medical or pharmacy pended claim is not submitted within ninety (90) days of the notice requesting the required additional information, the Payor shall deny

the claim per § 58-3-225 (d). The Payor shall reprocess medical and pharmacy claims in a timely and accurate manner as described in this provision (including interest and penalties if applicable).

(d) If the Payor fails to pay a Clean Claim in full pursuant to this provision, the Payor shall pay interest and penalty. Late Payments will bear interest at the annual rate of eighteen (18) percent beginning on the date following the day on which the claim should have been paid or was underpaid.

(e) Failure to pay a Clean Claim within thirty (30) days of receipt will result in the Payor paying Provider a penalty equal to one (1) percent of the total amount of the claim per day beginning on the date following the day on which the claim should have been paid or was underpaid.

(f) The Payor shall pay the interest and penalty from subsections (e) and (f) as provided in that subsection, and shall not require Provider to requests the interest or the penalty.

10.3 Government Funds. Participating Provider and WellCare acknowledge that funds used for provider payments are government funds. (Section VII, G (1)(s)).

11. Data to Provider. WellCare will provide certain data and information to the Provider, and changes to such information, which may include performance feedback report if compensation is related to efficiency criteria, information on benefit exclusions, administrative and utilization management requirements; credential verification programs; quality assessment programs; and provider sanction policies *(Section VII, G(1)(n))*.

12. Provider Directory. Participating Provider authorizes WellCare and/or Payor to include, and WellCare and/or Payor shall include, the name of Participating Provider and/or Participating Provider's group in the provider directory distributed to Covered Persons. *(Section VII, G (1)(p))*.

13. Assignment. Participating Provider shall not assign, delegate, or transfer any of its duties and/or responsibilities under the Agreement without prior written consent of WellCare. WellCare shall notify Provider in writing of any duties or obligations that are to be delegated or transferred, before the delegation or transfer. (Section VII, G (1)(r)).

14. Providers of Perinatal Care. To the extent that Participating Provider offers prenatal, perinatal, and postpartum services or is an obstetrician, Participating Provider shall comply with NC DHHS's Pregnancy Management Program. The Pregnancy Management Program is a set of mandatory standards and clinical initiatives aimed at improving the quality of pregnancy care, improving maternal and infant outcomes and reducing health care costs among participating providers. Participating Provider shall: (a) complete the standardized risk-screening tool at each initial visit; (b) allow WellCare or WellCare's designated vendor access to medical records for auditing purposes to measure performance on specific quality indicators; (c) commit to maintain ing or lowering the rate of elective deliveries prior to thirty-nine (39) weeks gestation; (d) commit to decreasing the cesarean section rate among nulliparous women; (e) offer and provide 17 alpha-hydroxyprogesterone caproate (17p) for the prevention of preterm birth to women with a history of spontaneous preterm birth who are currently pregnant with a singleton gestation; (f) complete a high-risk screening on each pregnant Medicaid Managed Care Covered Person in the program and integrate the plan of care with local pregnancy care management; (g) decrease the primary cesarean delivery rate if the rate is over NC DHHS's designated cesarean rate (NC DHHS will set the rate annually at or below 20%); and (h) ensure comprehensive post-partum visits occur within fifty-six (56) days of delivery *(Section VII, G(1)(u)) and M(3))*.

14.1 High-Risk Pregnancies Information Requirement. Participating Provider shall send all screening information and applicable medical record information for Covered Persons in the Care Management of High-Risk Pregnancies to WellCare and the Local Health Departments or other applicable local care management entities that are contracted for the provision of providing care management services for high risk pregnancy within one business day of the provider completing the screening (Section VII, M(3.3.i.)).

15. Advanced Medical Homes. To the extent Participating Provider is an Advanced Medical Home (AMH), Participating Provider shall comply with NC DHHS' Advanced Medical Home Program, including the requirements set forth below. *(Section VII, G(1)(v))*.

15.1 Identified as PCP. Participating Provider shall accept Covered Persons and be listed as a PCP in WellCare's Covered Person-facing materials for the purpose of providing care to Covered Persons and managing their health care needs.

15.2 Care Coordination Services. Participating Provider shall provide primary care and patient care coordination services to each Covered Person, in accordance with WellCare policies. *(Section VII, G(1)(v)(i))*

15.3 Primary Care Coverage. Participating Provider shall provide or arrange for primary care coverage for services, consultation or referral, and treatment for emergency medical conditions, twenty-four (24) hours per day, seven (7) days per week. Automatic referral to the hospital emergency department for services does not satisfy this requirement.

15.4 Minimum Office Hours. Participating Provider shall provide direct patient care a minimum of 30 office hours per week.

15.5 Preventive Services. Participating Provider shall provide preventive services, in accordance with Section VII. Attachment M. Table 1: Required Preventive Services of the State Contract as set forth on Attachment A: Medicaid, Appendix A to Schedule A, Governmental Program Requirements to the Agreement.

15.6 Unified Medical Record. Participating Provider shall maintain a unified patient medical record for each Covered Person following the WellCare's medical record documentation guidelines.

15.7 Referrals. Participating Provider shall promptly arrange referrals for Medically Necessary health care services that are not provided directly and document referrals for specialty care in the medical record.

15.8 Medical Record Transfer. Participating Provider shall transfer the Covered Person medical record to the receiving provider upon the change of PCP at the request of the new PCP or WellCare (if applicable) and as authorized by the Covered Person within thirty (30) days of the date of the request, free of charge.

15.9 Appointments. Participating Provider shall authorize care for the Covered Person or provide care for the Covered Person based on the standards of appointment availability as defined by the WellCare's network adequacy standards.

15.10 Second Opinion. Participating Provider shall refer for a second opinion as requested by the Covered Person, based on NC DHHS guidelines and WellCare standards.

15.11 Utilization Management.

15.11.1.Participating Provider shall review and use Covered Person utilization and cost reports provided by WellCare for the purpose of AMH level utilization management and advise WellCare of errors, omissions, or discrepancies if they are discovered.

15.11.2.Prepaid Health Plans utilizes only North Carolina Medicaid's Clinical Coverage Policies for utilization management/clinical guidelines and other Department-approved utilization management/clinical guidelines.

15.12 Enrollment Report. Participating Provider shall review and use the monthly enrollment report provided by WellCare for the purpose of participating in WellCare or practice-based population health or care management activities. *(Section VII, M(2))*

15.13 Advanced Medical Home Tier 3 Standard Terms and Conditions. If Provider or a Contracted Provider is a Tier 3 Advanced Medical Home ("AMH") Participating Provider, the Agreement must include provisions that outline the AMH Tier 3 care management model and requirements consistent with the State Contract as set forth below. *(Section VII, M(2 - 4 (a-e))*

(a) (The AMH has primary responsibility for care management, and when the Prepaid Health Plan ("PHP") and AMH offer the same or similar disease management programs, the PHP will defer to the AMH program when the member's AMH is contracted as an Tier 3 AMH ("AMH3" or "AMH Level 3") except where the AMH is not performing to the operational or quality levels contractually required; and

(b) The PHP's disease management and care coordination program shall coordinate and work with the member's Advanced Medical Home's care coordination when the member's AMH is contracted as a Tier 3 AMH.

Unless otherwise specified, any required element may be performed either by the Tier 3 AMH practice itself or by a clinically-integrated network ("CIN") with which the practice has a contractual agreement that contains equivalent contract requirements. The WellCare shall maintain a contractual relationship with the AMH (not the CIN).

15.13.1. Tier 3 AMH practices must be able to risk stratify all empaneled patients.

(a) The Tier 3 AMH practice must ensure that assignment lists transmitted to the practice by the WellCare are reconciled with the practice's panel list and up to date in the clinical system of record.

(b) The Tier 3 AMH practice must use a consistent method to assign and adjust risk status for each assigned patient.

(c) The Tier 3 AMH practice must use a consistent method to combine risk scoring information received from the WellCare with clinical information to score and stratify the patient panel.

(d) The Tier 3 AMH practice must, to the greatest extent possible, ensure that the method is consistent with the Contract of identifying "priority populations" for care management.

(e) The Tier 3 AMH practice must ensure that the whole care team understands the basis of the practice's risk scoring methodology (even if this involves only clinician judgment at the practice-level) and that the methodology is applied consistently.

(f) The Tier 3 AMH practice must define the process and frequency of risk score review and validation.

15.13.2. Tier 3 AMH practices must be able to define the process and frequency of risk score review and validation.

(a) The Tier 3 AMH practice must use its risk stratification method to identify patients who may benefit from care management.

(b) The Tier 3 AMH practice must perform a Comprehensive Assessment (as defined below) on each patient identified as a priority for care management to determine care needs. The Comprehensive Assessment can be performed as part of a clinician visit, or separately by a team led by a clinician with a minimum credential of RN or LCSW. The Comprehensive Assessment must include at a minimum:

i) Patients immediate care needs and current services;

ii) Other state or local services currently used;

iii) Physical health conditions, including dental;

iv) Current and past behavioral and mental health and substance use status and/or disorders;

v) Physical, intellectual developmental disabilities;

vi) Medications — prescribed and taken;

vii) Priority domains of social determinants of health (housing, food, transportation; and interpersonal safety);

viii) Available informal, caregiver, or social supports, including peer supports.

(c) The Tier 3 AMH practice must have North Carolina licensed, trained staff organized at the practice level (or at the CIN level but assigned to specific practices) whose job responsibilities encompass care management and who work closely with clinicians in a team-based approach to care for high-need patients.

(d) For each high-need patient, the Tier 3 AMH practice must assign a care manager who is accountable for active, ongoing care management that goes beyond office-based clinical diagnosis and treatment and who has the minimum credentials of RN or LCSW.

15.13.3. Tier 3 AMH practices must use a documented Care Plan for each high-need patient receiving care management.

(a) The Tier 3 AMH practice must develop the Care Plan within thirty (30) days of Comprehensive Assessment, or sooner if feasible, while ensuring that needed treatment is not delayed by the development of the Care Plan.

(b) The Tier 3 AMH practice must develop the Care Plan so that it is individualized and person-centered, using a collaborative approach including patient and family participation where possible.

(c) The Tier 3 AMH practice must incorporate findings from the WellCare Care Needs Screening/risk scoring, practice-based risk stratification and Comprehensive Assessment with clinical knowledge of the patient into the Care Plan.

(d) The Tier 3 AMH practice must include, at a minimum, the following elements in the Care Plan:

i) Measurable patient (or patient and caregiver) goals;

ii) Medical needs including any behavioral health and dental needs;

iii) Interventions, including medication management and adherence;

iv) Intended outcomes; and

v) Social, educational, and other services needed by the patient.

(e) The Tier 3 AMH practice must have a process to update each Care Plan as Member needs change and/or to address gaps in care; including, at a minimum, review and revision upon re-assessment.

(f) The Tier 3 AMH practice must have a process to document and store each Care Plan in the clinical system of record.

(g) The Tier 3 AMH practice must periodically evaluate the care management services provided to high-risk, high-need patients by the practice to ensure that services are meeting the needs of empaneled patients, and refine the care management services as necessary.

(h) The Tier 3 AMH practice must track empaneled patients' utilization in other venues covering all or nearly all hospitals and related facilities in their catchment area, including local emergency departments (EDs) and hospitals, through active access to an admissions, discharge, and transfer (ADT) data feed that correctly identifies when empaneled patients are admitted, discharged, or transferred to/from an emergency department or hospital in real time or near real time.

(i) The Tier 3 AMH practice or CIN must implement a systematic, clinically appropriate care management process for responding to certain high-risk ADT alerts (indicated below).

i) Real time (minutes/hours) response to outreach from EDs relating to patient care or admission/discharge decisions, for example arranging rapid follow up after an ED visit to avoid an admission.

ii) Same-day or next-day outreach for designated high-risk subsets of the population to inform clinical care, such as beneficiaries with special health care needs admitted to the hospital; and

iii) Within a several-day period to address outpatient needs or prevent future problems for high risk patients who have been discharged from a hospital or ED (e.g., to assist with scheduling appropriate follow-up visits or medication reconciliations post discharge)

15.13.4. Tier 3 AMHs must be able to provide short-term, transitional care management along with medication reconciliation to all empaneled patients who have an emergency department (ED) visit or hospital admission / discharge / transfer and who are at risk of readmissions and other poor outcomes.

(a) The Tier 3 AMH practice must have a methodology or system for identifying patients in transition who are at risk of readmissions and other poor outcomes that considers all of the following:

i) Frequency, duration and acuity of inpatient, SNF and LTSS admissions or ED visits;

ii) Discharges from inpatient behavioral health services, facility-based crisis services, non-hospital medical detoxification, medically supervised or alcohol drug abuse treatment center;

iii) NICU discharges; and

iv) Clinical complexity, severity of condition, medications, risk score.

(b) For each patient in transition identified as high risk for admission or other poor outcome with transitional care needs, the Tier 3 AMH practice must assign a care manager who is accountable for transitional care management that goes beyond office-based clinical diagnosis and treatment and who has the minimum credentials of RN or LCSW.

(c) The Tier 3 AMH practice must include the following elements in transitional care management:

i) Ensuring that a care manager is assigned to manage the transition
ii) Facilitating clinical handoffs;
iii) Obtaining a copy of the discharge plan/summary;
iv) Conducting medication reconciliation;
v) Following-up by the assigned care manager rapidly following discharge;
vi) Ensuring that a follow-up outpatient, home visit or face to face encounter occurs; and
vii) Developing a protocol for determining the appropriate timing and format of such outreach.

15.13.5. Tier 3 AMH practices must use electronic data to promote care management.

(a) The Tier 3 AMH practice must receive claims data feeds (directly or via a CIN) and meet state-designated security standards for their storage and use.

16. Care Management for High-Risk Pregnancy. To the extent Participating Provider is a Local Health Department ("***LHD***") offering care management for high-risk pregnancy, this Section applies. Care Management for High-Risk Pregnancy refers to care management services provided to a subset of high-risk pregnant women by LHDs *(Section VII, M(4))*.

16.1 General Contracting Requirement. Participating Provider shall accept referrals from WellCare for Care Management for High-Risk Pregnancy Services. Participating Provider shall comply with the requirements NC DHHS' Care Management for High-Risk Pregnancy Policy.

16.2 Care Management for High-Risk Pregnancy: Outreach. Participating Provider shall refer potentially Medicaid-eligible pregnant women for prenatal care and Medicaid eligibility determination, including promoting the use of presumptive eligibility determination and other strategies to facilitate early access to Medicaid coverage during pregnancy. Participating Provider shall contact patients identified as having a priority risk factor through claims data (Emergency Department utilization, antepartum hospitalization, utilization of Labor & Delivery triage unit) for referral to prenatal care and to engage in care management.

16.3 Care Management for High-Risk Pregnancy: Population Identification and Engagement. Participating Provider shall review and enter all pregnancy risk screenings received from Pregnancy Management Program providers covered by the pregnancy care managers into the designated care management documentation system within five (5) calendar days of receipt of risk screening forms. Participating Provider shall utilize risk screening data, patient self-report information and provider referrals to develop strategies to meet the needs of those patients at highest risk for poor pregnancy outcome. Participating Provider shall accept pregnancy care management referrals from non-Pregnancy Management Program prenatal care providers, community referral sources (such as Department of Social Services or WIC programs), patient self-referral, and provide appropriate assessment and follow up to those patients based on the level of need. Participating Provider shall review available WellCare data reports identifying additional pregnancy risk status data, including regular, routine use of the Obstetric Admission, Discharge and Transfer (OB ADT) report, to the extent the OB ADT report remains available to Participating Provider. Participating Provider shall collaborate with out-of-county Pregnancy Management Program providers and Care Management for High-Risk Pregnancy teams to facilitate cross-county partnerships to ensure coordination of care and appropriate care management assessment and services for all patients in the target population.

16.4 Care Management for High-Risk Pregnancy: Assessment and Risk Stratification. Participating Provider shall conduct a prompt, thorough assessment by review of claims history and medical record, patient interview, case review with prenatal care provider and other methods, on all patients with one or more priority risk factors on pregnancy risk screenings and all patients directly referred for care management for level of need for care management support. Participating Provider shall utilize assessment findings, including those conducted by WellCare to determine level of need for care management support. Participating Provider shall document assessment findings in the care management documentation system. Participating Provider shall ensure that assessment

documentation is current throughout the period of time the care manager is working with the patient and should be continually updated as new information is obtained. Participating Provider shall assign case status based on level of patient need.

16.5 Care Management for High-Risk Pregnancy: Interventions. Participating Provider shall provide care management services in accordance with program guidelines, including condition-specific pathways, utilizing those interventions that are most effective in engaging patients and meeting their needs. This includes face-to-face encounters (practice visits, home visits, hospital visits, community encounters), telephone outreach, professional encounters and/or other interventions needed to achieve care plan goals. Participating Provider shall provide care management services based upon level of patient need as determined through ongoing assessment. Participating Provider shall develop patient-centered care plans, including appropriate goals, interventions and tasks. Participating Provider shall utilize NC Resource Platform and identify additional community resources once NC DHHS has certified it as fully functional. Participating Provider shall refer identified population to childbirth education, oral health, behavioral health or other needed services included in the Covered Person's WellCare network. Participating Provider shall document all care management activity in the care management documentation system.

16.6 Care Management for High-Risk Pregnancy: Integration with WellCare and Providers. Participating Provider shall assign a specific care manager to cover each Pregnancy Management Program provider within the county or serving residents of the county. Participating Provider shall ensure that an embedded or otherwise designated care manager has an assigned schedule indicating their presence within the Pregnancy Management Program. Participating Provider shall establish a cooperative working relationship and mutually-agreeable methods of patient-specific and other ongoing communication with the Pregnancy Management Program providers. Participating Provider shall establish and maintain effective communication strategies with Pregnancy Management Program providers and other key contacts within the practice within the county or serving residents of the county. Participating Provider shall assure the assigned care manager participates in relevant Pregnancy Management Program meetings addressing care of patients in the target population. Participating Provider shall ensure awareness of WellCare Covered Persons' "in network" status with providers when organizing referrals. Participating Provider shall ensure understanding of WellCare's prior authorization processes relevant to referrals.

16.7 Care Management for High-Risk Pregnancy: Collaboration with WellCare. Participating Provider shall work with WellCare to ensure program goals are met. Participating Provider shall review and monitor WellCare reports created for the Pregnancy Management Program and Care Management for High Risk Pregnancy services to identify individuals at greatest risk. Participating Provider shall communicate with WellCare regarding challenges with cooperation and collaboration with Pregnancy Management Program and non-Pregnancy Management Program prenatal care providers. Participating Provider shall participate in pregnancy care management and other relevant meetings hosted by WellCare.

16.8 Care Management for High-Risk Pregnancy: Training. Participating Provider shall ensure that pregnancy care managers and their supervisors attend pregnancy care management training offered by WellCare and/or NC DHHS, including webinars, new hire orientation or other programmatic training. Participating Provider shall ensure that pregnancy care managers and their supervisors attend continuing education sessions coordinated by WellCare and/or NC DHHS. Participating Provider shall ensure that pregnancy care managers and their supervisors pursue ongoing continuing education opportunities to stay current in evidence-based care management of pregnancy and postpartum women at risk for poor birth outcomes. Participating Provider shall ensure that pregnancy care managers and their supervisors utilize Motivational Interviewing and Trauma Informed Care techniques on an ongoing basis.

16.9 Care Management for High-Risk Pregnancy: Staffing.

(a) Participating Provider shall employ care managers meeting pregnancy care management competencies defined as having at least one of the following qualifications: registered nurse; or social worker with a bachelor's degree in social work (BSW, BA in SW, or BS in SW) or master's degree in social work (MSW, MA in SW, or MS in SW) from a Council on Social Work Education accredited social work degree program. Care Managers

for High- Risk Pregnancy hired prior to September 1, 2011 without a bachelor's or master's degree in social work may retain their existing position; however, this grandfathered status does not transfer to any other position. Participating Provider shall ensure that Community Health workers for Care Manager for High-Risk Pregnancy services work under the supervision and direction of a trained care manager. Participating Provider shall include both registered nurses and social workers in order to best meet the needs of the Target Population with medical and psychosocial risk factors on their team. If the Participating Provider only has a single Care Manager for High-Risk Pregnancy, the Participating Provider shall ensure access to individual(s) to provide needed resources, consultation and guidance from the non-represented professional discipline. Participating Provider shall engage care managers who operate with a high level of professionalism and possess an appropriate mix of skills needed to work effectively with a pregnant population at high risk for poor birth outcome. This skill mix should reflect the capacity to address the needs of patients with both medically and socially complex conditions. Participating Provider shall establish staffing arrangements to ensure continuous service delivery through appropriate management of staff vacancies and extended absences, including following WellCare /NC DHHS guidance about communication with WellCare about any vacancies or extended staff absences and adhering to guidance about contingency planning to prevent interruptions in service delivery. Vacancies lasting longer than sixty (60) days shall be subject to additional oversight by WellCare.

(b) Participating Provider shall ensure that Pregnancy Care Managers must demonstrate: (i) a high level of professionalism and possess appropriate skills needed to work effectively with a pregnant population at high risk for poor birth outcomes; (ii) proficiency with the technologies required to perform care management functions; (iii) motivational interviewing skills and knowledge of adult teaching and learning principles; (iv) ability to effectively communicate with families and providers; and (v) critical thinking skills, clinical judgment and problem-solving abilities.

(c) Participating Provider shall provide qualified supervision and support for pregnancy care managers to ensure that all activities are designed to meet performance measures, with supervision to include: (i) provision of program updates to care managers; (ii) daily availability for case consultation and caseload oversight; (iii) regular meetings with direct service care management staff; (iv) utilization of reports to actively assess individual care manager performance; and (v) compliance with all supervisory expectations delineated in the Care Management for High-Risk Pregnancy Program Manual.

17. Care Management for At-Risk Children. To the extent Participating Provider is a LHD offering care management for at-risk children, this Section applies. Care Management for At-Risk Children is care management services provided by to a subset of the Medicaid population ages 0-5 identified as being "high-risk" *(Section VII, M(5))*.

17.1 Care Management for At-Risk Children: General Requirements. Participating Provider shall accept referrals from WellCare for children identified as requiring Care Management for At-Risk Children. Participating Providers shall comply with the requirements of NC DHHS' Care Management for At-Risk Children Policy.

17.2 Care Management for At-Risk Children: Outreach. Participating Provider shall educate patients, Advanced Medical Homes, other practices and community organizations about the benefits of the Care Management for At-Risk Children Program and target populations for referral; disseminate the Care Management for At-Risk Children Referral Form either electronically and/or in a paper version to potential referral sources. Participating Provider shall communicate regularly with the Advanced Medical Homes and other practice serving children, to ensure that children served by that medical home are appropriately identified for Care Management for At-Risk Children services. Participating Provider shall collaborate with out-of-county Advanced Medical Homes and other practices to facilitate cross-county partnerships to optimize care for patients who receive services from outside their resident county. Participating Provider shall identify or develop if necessary, a list of community resources available to meet the specific needs of the population. Participating Provider shall utilize the NC Resource Platform, when operational, and identify additional community resources and other supportive services once the platform has been fully certified by NC DHHS.

17.3 Care Management for At-Risk Children: Population Identification. Participating Provider shall use any claims-based reports and other information provided by WellCare, as well as Care Management for At-Risk Children Referral Forms received to identify priority populations. Participating Provider shall establish and maintain contact with referral sources to assist in methods of identification and referral for the target population. Participating Provider shall communicate with the medical home and other primary care clinician about the Care Management for At-Risk Children target group and how to refer to the Care Management for At-Risk Children program.

17.4 Care Management for At-Risk Children: Family Engagement. Participating Provider shall involve families (or legal guardian when appropriate) in the decision-making process through a patient-centered, collaborative partnership approach to assist with improved self-care. Participating Provider shall foster self-management skill building when working with families of children. Participating Provider shall prioritize face-to-face family interactions (home visit, PCP office visit, hospital visit, community visit, etc.) over telephone interactions for children in active case status, when possible.

17.5 Care Management for At-Risk Children: Assessment and Stratification of Care Management Service Level. Participating Provider shall use the information gathered during the assessment process to determine whether the child meets the Care Management for At-Risk Children target population description. Participating Provider shall review and monitor WellCare reports created for Care Management for At-Risk Children, along with the information obtained from the family, to assure the child is appropriately linked to preventive and primary care services and to identify individuals at risk. Participating Provider shall use the information gained from the assessment to determine the need for and the level of service to be provided.

17.6 Care Management for At-Risk Children: Plan of Care. Participating Provider shall provide information and/or education to meet families' needs and encourage self-management using materials that meet literacy standards. Participating Provider shall ensure children/families are well-linked to the child's Advanced Medical Home or other practice; provide education about the importance of the medical home. Participating Provider shall provide care management services in accordance with program guidelines, including condition-specific pathways, utilizing those interventions that are most effective in engaging patients, meeting their needs and achieving care plan goals. Participating Provider shall identify and coordinate care with community agencies/resources to meet the specific needs of the child; use any locally-developed resource list (including NC Resource Platform) to ensure families are well linked to resources to meet the identified need. Participating Provider shall provide care management services based upon the patient's level of need as determined through ongoing assessment.

17.7 Care Management for At-Risk Children: Integration with WellCare and Providers. Participating Provider shall collaborate with Advanced Medical Home/PCP/care team to facilitate implementation of patient-centered plans and goals targeted to meet individual child's needs. Participating Provider shall ensure that changes in the care management level of care, need for patient support and follow up and other relevant updates (especially during periods of transition) are communicated to the Advanced Medical Home PCP and/or care team. Where care management is being provided by WellCare and/or Advanced Medical Home practice in addition to the Care Management for At-Risk program, the WellCare/AMH practice must explicitly agree on the delineation of responsibility and document that agreement in the child's Plan of Care to avoid duplication of services Participating Provider shall ensure that changes in the care management level of care, need for patient support and follow up and other relevant updates (especially during periods of transition) are communicated to the Advanced Medical home PCP and/or care team and to WellCare. Participating Provider shall ensure awareness of WellCare Covered Person's "in network" status with providers when organizing referrals. Participating Provider shall ensure understanding of WellCare's prior authorization processes relevant to referrals.

17.8 Care Management for At-Risk Children: Service Provision. Participating Provider shall document all care management activities in the care management documentation system in a timely manner. Participating Provider shall ensure that the services provided by Care Management for At-Risk Children meet a specific need of the family and work collaboratively with the family and other service providers to ensure the services are provided as a coordinated effort that does not duplicate services.

17.9 Care Management for At-Risk Children: Training. Participating Provider shall participate in NC DHHS/ WellCare-sponsored webinars, trainings and continuing education opportunities as provided. Participating Provider shall pursue ongoing continuing education opportunities to stay current in evidence-based care management of high risk children.

17.10 Care Management for At-Risk Children: Staffing.

(a) Participating Provider shall hire care managers meeting Care Management for At-Risk Children care coordination competencies and with at least one of the following qualifications: registered nurse; or social worker with a bachelor's degree in social work (BSW, BA in SW, or BS in SW) or master's degree in social work (MSW, MA in SW, or MS in SW) from a Council on Social Work Education accredited social work degree program. Non-degreed social workers cannot be the lead care manager providing Care Management for At-Risk Children even if they qualify as a Social Worker under the Office of State Personnel guidelines. Participating Provider shall engage care managers who operate with a high level of professionalism and possess an appropriate mix of skills needed to work effectively with high-risk children. This skill mix must reflect the capacity to address the needs of patients with both medically and socially complex conditions. Participating Provider shall ensure that the team of Care Management for At-Risk Children care managers shall include both registered nurses and social workers to best meet the needs of the target population with medical and psychosocial risk factors. If the Participating Provider has only has a single Care Management for At-Risk Children care manager, the Participating Provider shall ensure access to individual(s) to provide needed resources, consultation and guidance from the non-represented professional discipline. Participating Provider shall maintain services during the event of an extended vacancy. In the event of an extended vacancy, Participating Provider shall complete and submit the vacancy contingency plan that describes how an extended staffing vacancy will be covered and the plan for hiring if applicable. Participating Provider shall establish staffing arrangements to ensure continuous service delivery through appropriate management of staff vacancies and extended absences, including following NC DHHS guidance regarding vacancies or extended staff absences and adhering to NC DHHS guidance about contingency planning to prevent interruptions in service delivery. Vacancies lasting longer than sixty (60) days will be subject to additional oversight. Participating Provider shall ensure that supervisors who carry a caseload must also meet the Care Management for At-Risk Children care management competencies and staffing qualifications. Participating Provider shall ensure that Community Health Workers and other unlicensed staff work under the supervision and direction of a trained Care Management for At-Risk Children Care Manager.

(b) Participating Provider shall ensure that Care Management for At-Risk Children Care Managers must demonstrate: (i) proficiency with the technologies required to perform care management functions – particularly as pertains to claims data review and care management documentation system; (ii) ability to effectively communicate with families and providers; (iii) critical thinking skills, clinical judgment and problem-solving abilities; and (iv) motivational interviewing skills, Trauma Informed Care, and knowledge of adult teaching and learning principles.

(c) Participating Provider shall provide qualified supervision and support for Care Management for At-Risk Children care managers to ensure that all activities are designed to meet performance measures, with supervision to include: (i) provision of program updates to care managers; (ii) daily availability for case consultation and caseload oversight; (iii) regular meetings with direct service care management staff; and (iv) utilization of monthly and on-demand reports to actively assess individual care manager performance.

18. N.C. Gen. Stat. Ch. 58 Requirements.

18.1 N.C. Gen. Stat. § 58-3-200(c), Coverage Determinations. If WellCare or Payor determines that services, supplies or other items are Covered Services, WellCare or Payor shall not subsequently retract its determination after such services have been provided, or reduce payments for such services furnished in reliance on such a determination, unless the determination was based on a material misrepresentation about the Covered Person's health condition that was knowingly made by the Covered Person or the provider of the service, supply or other item. *(Section VII, G (1)(x)(i)).*

18.2 N.C. Gen. Stat. § 58-3-227(h), Contract Negotiations. When offering a contract to a Health Care Provider, WellCare or Payor shall make available to Health Care Provider its schedule of fees associated with the top 30 services or procedures most commonly billed by the class of Provider. Upon the request of the Health Care Provider, WellCare or Payor shall also make available the full schedule of fees for services or procedures billed by that class of provider(s). If Health Care Provider requests fees for more than 30 services and procedures, WellCare or Payor may require the Health Care Provider to specify the additional requested services and procedures and may limit the Health Care Provider's access to the additional schedule of fees to those associated with services and procedures performed by or reasonably expected to be performed by such Health Care Provider. *(Section VII, G(1)(x)(ii))*.

18.3 N.C. Gen. Stat. § 58-50-275(a)-(b), Notice Contact. Provider and WellCare have set forth in the Agreement a "notice contact" provision listing the name or title and address of the person to whom all correspondence, including proposed Amendments and other notices, pertaining to the contractual relationship between the Parties shall be sent. Notwithstanding anything in the Agreement to the contrary, means for sending all notices provided under the Agreement is one or more of the following, calculated as (i) five business days following the date the notice is placed, first-class postage prepaid, in the United States mail; (ii) on the day the notice is hand delivered; (iii) for certified or registered mail, the date on the return receipt; or (iv) for commercial courier service, the date of delivery. Nothing in this section prohibits the use of an electronic medium for a communication other than an Amendment if agreed to by WellCare and Provider (Section VII, G(1)(x)(iv)).

18.4 N.C. Gen. Stat. § 58-50-280(a)-(d), Proposed Amendment. WellCare shall date, label "Amendment," sign, include an effective date, and send any proposed Amendment to this Agreement or this Attachment to the notice contact of Provider. Provider will have sixty (60) days from the date of receipt to object to the proposed Amendment in writing. If Provider fails to object in writing within such sixty (60) days, the Amendment will be effective. If Provider timely objects to a proposed Amendment in writing, then WellCare may terminate the Agreement or this Attachment upon sixty (60) days' written notice to Provider. *(Section VII, G(1)(x)(v))*.

18.5 N.C. Gen. Stat. § 58-50-285 (a)-(b), Policies and Procedures. WellCare or Payor shall provide a Health Care Provider with a copy of its policies and procedures prior to execution of a new or amended contract and annually to all Participating Providers. Such policies and procedures may be provided in hard copy, CD or other electronic format, and may also be provided by posting the policies and procedures on the WellCare or Payor website. Such policies and procedures will not conflict with or override any term of a contract, including contract fee schedules. In the event of a conflict between a policy or procedure and the language in a contract, the contract language shall prevail. (Section VII, G(1)(x)(vi)).

18.6 N.C. Gen. Stat. § 58-51-37(d)-(e), Pharmacy Participation. To the extent Participating Provider is a pharmacy or pharmacist, this Section applies. Participating Provider shall not waive, discount, rebate, or distort a copayment or a Covered Person's portion of a prescription drug coverage or reimbursement. If Participating Provider provides a pharmacy service to a Covered Person that meets the terms and requirements of the Coverage Agreement, Participating Provider shall provide its pharmacy services to all Covered Persons covered by that Coverage Agreement on the same terms and requirements. A violation of the foregoing is a violation of the Pharmacy Practice Act subjecting the pharmacist to disciplinary authority of the North Carolina Board of Pharmacy. At least sixty (60) days before the effective date of a Payor providing reimbursement to North Carolina residents for prescription drugs, which restricts pharmacy participation, WellCare or Payor shall notify, in writing, all pharmacies within the geographical coverage area of the Coverage Agreement and offer to the pharmacies the opportunity to participate under identical reimbursement terms for providing pharmacy services, including prescription drugs. WellCare shall, through reasonable means, on a timely basis, and on regular intervals in order to effectuate the purposes of this section, inform the Covered Persons of the Coverage Agreement of the names and locations of pharmacies that are participating in the plan as providers of pharmacy services and prescription drugs. Additionally, participating pharmacies shall be entitled to announce their participation to their customers through a means acceptable to the pharmacy and WellCare. The pharmacy notification provisions of this section do not apply when an individual or group is enrolled, but when WellCare enters a particular county of the State. *(Section VII, G(1)(x)(vii))*.

19. Indian Health Care Providers. To the extent Participating Provider is an Indian Health Care Provider, Participating Provider shall execute and comply with the Medicaid Managed Care Addendum for Indian Health Care Providers. *(Section VII, H).*

20. Conflict of Interest. Participating Provider will comply with all applicable federal and state conflict of interest laws, including Section 1902(a)(4)(C) of the Social Security Act, 42 C.F.R. § 438.58, and N.C. Gen. Stat. §§ 108A-65 and 143B-139.6C. Participating Provider agrees that financial considerations will not influence decisions to provide medically appropriate care. Participating Provider shall abide by his or her professional obligations to patients and Covered Persons and will not take any actions that conflict with such obligations. *(Section V, A.9.i)*

21. Vaccines for Children Program. If Participating Provider is a Primary Care Provider who services Covered Persons under age 19, Participating Provider is encouraged to participate in the Vaccines for Children Program. If Participating Provider is a Primary Care Provider, Participating Provider will administer vaccines consistent with the AAP/Bright Future periodicity schedule. *(Section V, C(1)(c)(ix)* and *Section V, C(2)(v)(vii)).*

22. PCPs. If Participating Provider is a Primary Care Provider, Participating Provider will: (a) perform, during preventive service visits, and as necessary at any visit, oral health assessments, evaluations, prophylaxis and oral hygiene counseling for children under twenty-one (21) years of age in accordance with the NC DHHS's Oral Health Periodicity Schedule; (b) refer infant Medicaid Covered Persons to a dentist or a dental professional working under the supervision of a dentist at age one (1), per the requirements of the NC DHHS's Oral Health Periodicity Schedule; and (c) include all of the following components in each medical screening: (i) routine physical examinations as recommended and updated by the American Academy of Pediatrics (AAP) "Guidelines for Health Supervision III" and described in "Bright Futures: Guidelines for Health Supervision of Infants, Children and Adolescents", screening for developmental delay at each visit through the 5th year and screening for Autistic Spectrum Disorders per AAP guidelines, (ii) comprehensive, unclothed physical examination, (iii) all appropriate immunizations, in accordance with the schedule for pediatric vaccines established by the Advisory Committee on Immunization Practices, (iv) laboratory testing (including blood lead screening appropriate for age and risk factors); and (e) health education and anticipatory guidance for both the child and caregiver. *(Section V, C.2.i).*

23. Behavioral Health Providers. If Participating Provider is a behavioral health provider, Participating Provider will coordinate with Primary Care Providers and specialists conducting EPSDT screenings. *(Section V, C.2.j).*

24. 340B Covered Entities. If Participating Provider is a 340B covered entity, the Participating Provider will: (a) submit National Council for Prescription Drug Programs (NCPDP) code "08" in Basis of Cost Determination field 423-DN or in Compound Ingredient Basis of Cost Determination field 490-UE at the point of sale to identify claims submitted for drugs purchased through the 340B program; (b) identify outpatient hospital and physician-administered drug claims submitted for drugs purchased through the 340B program using a UD modifier or other claim modifiers defined by the NC DHHS (42 C.F.R. § 438.3(s)(3)); (c) comply with the point of sale identification of drugs purchased through the 340B program (42 C.F.R. § 438.3(s)(3)); and (d) resubmit the claims with the appropriate NCPDP 340B claims identification codes when 340B claims are retroactively identified (42 C.F.R. § 438.3(s)(3)). *(Section V, C(3)(i)(v)).*

25. Exclusion. Participating Provider represents and warrants that he, she or it is not excluded from participation in federal health care programs under either section 1128 or 1128A of the Social Security Act. 42 C.F.R. § 438.610(b). Participating Provider will immediately notify WellCare in writing upon any change regarding foregoing. *(Section V, D(2)(c)(iv)).*

26. High Level Clinical Setting Discharge. Participating Provider will notify WellCare when a Covered Person in a high level clinical setting is being discharged. For the purpose of this section, a High Level Clinical Setting includes but is not limited to:

(a) Hospital/Inpatient acute care and long-term acute care

(b) Nursing Facility
(c) Adult Care Home
(d) Inpatient behavioral health services
(e) Facility-based crisis services for children
(f) Facility-based crisis services for adults
(g) ADATC

(Section V, D(2)(c)(xiv)).

27. Claim Submission. Participating Provider will not submit claim or encounter data for services covered by Medicaid managed care and WellCare directly to the NC DHHS. *(Section V, D(2)(c)(xviii))*.

28. Provider Preventable Conditions. Participating Provider will comply with 42 C.F.R. § 438.3(g), which, at a minimun, means non-payment of provider-preventable conditions as well as appropriate reporting, as required by WellCare. *(Section V, D(2)(d)(ii))*.

29. Program Integrity. Participating Provider: (a) will have compliance plans that meet the requirements of 42 C.F.R. § 438.608 and policies and procedures that meet the requirements of the Deficit Reduction Act of 2005; (b) will have policies and procedures that recognize and accept Medicaid as "the payer of last resort"; and (c) is prohibited from billing Covered Persons for Covered Services any amount greater than would be owed if the Participating Provider provided the service directly as provided in 42 C.F.R. §§ 438.3(k) and 438.230(c)(1)-(2). *(Section V, D(2)(f); Section V, J(2)(b)(iii)(c))*.

30. No Auto-Enrollment in Other Products. WellCare will not require individual practitioners, as a condition of contracting with it, to agree to participate or accept other products offered by the WellCare nor will WellCare automatically enroll the provider in any other product offered by it. This requirement does not apply to facility providers. *(Section V, D(2)(c) (viii))*

31. Grievance and Appeals. WellCare shall handle appeals and grievances raised by Provider in connection with the Medicaid Product promptly, consistently, fairly, and in compliance with state and federal law and Department requirements, through an appeals and grievance system that is distinct from that offered to Covered Persons. Such appeals and grievance system, additional information about which is set forth in the Provider Manual, shall meet the requirements set forth below:

(a) Grievances. WellCare will have a process in place to receive and resolve complaints or disputes with Provider, in a timely manner, where remedial action is not requested. WellCare will accept and resolve Provider's grievances regarding WellCare that are referred from the Department. WellCare will make available to Provider a method for submitting grievances through WellCare's provider portal.

(b) Appeals. WellCare will offer Provider appeal rights as described in the State Contract and Provider Manual. WellCare will provide written notice of Provider's right to appeal along with any notice of a decision giving rise to Provider's right to appeal. WellCare will make available to Provider a method for submitting appeals through WellCare's provider portal. WellCare will accept a written request for an appeal from Provider within thirty (30) calendar days of the date on which (i) Provider received written notice from WellCare of the decision giving rise to the right to appeal; or (ii) WellCare should have taken a required action and failed to take such actions. WellCare will acknowledge receipt of each appeal request within five (5) calendar days of receipt of the request, and will extend such timeframe by thirty (30) calendar days if Provider's request is for an appeal for good cause shown, as determined by WellCare. WellCare will consider the voluminous nature of required evidence/supporting documentation, and the appeal of an adverse quality decision, as good cause reasons to extend such timeframe. Provider shall exhaust WellCare's internal appeals process before seeking recourse under any other process permitted by contract or law.

(c) Resolution of Appeal. WellCare will establish a committee to review and make decisions on Provider's appeals, which committee will consist of at least three (3) qualified individuals who were not involved in the original decision, action, or inaction giving rise to the right to appeal, as well as an external peer reviewer when the issue on appeal involves whether the provider met the Objective Quality Standards. WellCare will provide written notice of decision of the appeal (which notice shall include information regarding further appeal rights) within thirty (30) calendar days of receiving a complete appeal request, or if an extension is granted to the provider to submit additional evidence, the date on which all evidence is submitted to WellCare. Provider may be represented by an attorney during the appeals process.

(d) Appeals of Suspension or Withhold of Provider Payment. In cases of the suspension or withholding of Provider payments, WellCare will limit the issue on appeal to whether WellCare had good cause to commence the withholding or suspension of payments to Provider; WellCare will not address whether Provider has or has not committed fraud or abuse. WellCare will offer Provider an in-person or telephone hearing when Provider is appealing whether WellCare has good cause to withhold or suspend payments to Provider. WellCare will schedule such hearing and issue a written decision regarding whether WellCare had good cause to suspend or withhold payments within fifteen (15) business days of receiving Provider's appeal. Upon a finding that WellCare did not have good cause to suspend or withhold payments, WellCare will reinstate any payments that were withheld or suspended within five (5) business days. WellCare will pay interest and penalties for overturned denials, underpayments, or findings that it did not have good cause to suspend or withhold payment from the original Date of Payment, suspension, withhold or denial. *(Attachment G-1.q)*

32. Material Changes to Provider Manual, Reimbursement Policies or Clinical Policies. WellCare shall notify Participating Provider of updates to WellCare's clinical policies electronically no later than 30 calendar days prior to the effective date of the policy, or at a date defined by the NC DHHS, directed to Participating Provider's contact for notices under this Agreement via WellCare's provider portal. Participating Provider may request written notification, at no additional cost, to be mailed no later than 30 days prior to the effective date of the policy, or at a date defined by the NC DHHS, of the policy. WellCare shall not implement any material changes to the clinical policies without express approval from the NC DHHS. *(Section VII, Attachment G(3)(i))*

33. Contract Amendments with Individual Providers. For the purposes of this Section 33 only, the following terms shall have the following definitions:

(i) "***Amendment***" shall mean any change to the terms of this Medicaid Product Attachment, including terms incorporated by reference, that modifies fee schedules. A change required by federal or State law, rule, regulation, administrative hearing, or court order is not an Amendment.

(ii) "***Contract***" shall mean this Agreement, which is an agreement between WellCare and Provider for the provision of health care services by the provider on a preferred or in-network basis.

(iii) "***Health Benefit Plan***" shall mean a policy, certificate, contract, or plan as defined in N.C. Gen. Stat. §58-3-167.

(iv) "***Health Care Provider***" shall mean Provider if Provider is an individual who is licensed, certified, or otherwise authorized under Chapter 90 or Chapter 90B of the General Statutes or under the laws of another state to provide health care services in the ordinary course of business or practice of a profession or in an approved education or training program and a facility that is licensed under Chapter 131E or Chapter 122C of the General Statutes or is owned or operated by the State of North Carolina in which health care services are provided to patients.

(v) "***Insurer***" shall mean WellCare (as otherwise defined herein), which is an entity as defined in N.C. Gen. Stat. §58-3-227(a)(4).

Insurer shall send any proposed Contract Amendment to the notice contact of Health Care Provider pursuant to N.C. Gen. Stat. §58-50-275. The proposed Amendment shall be dated, labeled "Amendment," signed by the Insurer, and

include an effective date for the proposed Amendment. Health Care Provider receiving a proposed Amendment shall be given at least sixty (60) days from the date of receipt to object to the proposed Amendment. The proposed Amendment shall be effective upon Health Care Provider failing to object in writing within sixty (60) days. If Health Care Provider objects to a proposed Amendment, then the proposed Amendment is not effective and the initiating Insurer shall be entitled to terminate the Contract upon sixty (60) days written notice to Health Care Provider. Nothing in this Part prohibits Health Care Provider and Insurer from negotiating Contract terms that provide for mutual consent to an Amendment, a process for reaching mutual consent, or alternative notice contacts. *(Attachment G-1.x.iii)*

34. Exemption from Notification of Emergent or Observation Admissions. For all contracts with a hospital who attests live in production status with North Carolina HealthConnex, the contract shall indicate the provider is exempted from reporting any emergent or observation admissions to the PHP, and that the PHP shall utilize NC*Notify for such admission information. Except the exemption from notification shall not apply when the hospital has technical or data quality issues, in which case the hospital shall notify the PHP directly.

35. Incident Reporting Procedures and Peer Review Process. Providers rendering Covered Services to Members or Covered Persons shall report critical incidents to Health Plan and to the Department in accordance with all applicable Laws and Governmental Authority's mandated requirements and procedures for reporting such incidents, and Providers shall cooperate with Health Plan in its investigation of critical incidents. Notwithstanding the foregoing, nothing in this Agreement shall require Providers who participate in Health Plan's peer review, medical review, or quality review committees to take any actions that are contrary to the confidentiality and liability protections afforded such Providers under N.C. Gen. Stat. §§90-21.22A, 131E-76, or 131E-95, as applicable.

36. Patient Choice Counseling Limitations. Nothing in this Agreement shall be construed to limit the ability of Provider to inform its patients of Provider or its Contracted Provider's participation or non-participation in specific Medicaid Managed Care health plans. Provider may also inform its patients of the categories of Medicaid participants remaining in North Carolina Medicaid Direct.

APPENDIX A TO
SCHEDULE A
GOVERNMENTAL PROGRAM REQUIREMENTS

Section VII Attachment M.2. Table 1: Required Preventive Services													
		Required for providers who serve the following age ranges (The age ranges are not displayed to the provider on this screen. The age ranges will be used in PEGA workflow for approval and verification purposes.)											
Reference Number	**AMH Preventative Health Requirements**	**0 to 3**	**0 to 6**	**0 to 11**	**0 to 18**	**0 to 21**	**0 to 121**	**3 to 17**	**7 to 120**	**11 to 18**	**11 to 121**	**18 to 121**	**21 to 121**
1	Adult Preventative and Ancillary Health Assessment						Y		Y		Y	Y	Y
2	Blood Lead Level Screening	Y	Y	Y	Y	Y	Y						
3	Cervical Cancer Screening (applicable to Females only)						Y		Y		Y	Y	Y
4	Diphtheria, Tetanus Pertussis Vaccine (DTaP)	Y	Y	Y	Y	Y	Y	Y					
5	Haemophilus Influenzae Type B Caccine Hib	Y	Y	Y	Y	Y	Y	Y					
6	Health Check Screening Assessment	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
7	Hearing		Y	Y	Y	Y	Y	Y	Y	Y	Y		
8&9	Hemoglobin or Hematocrit	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
10	Hepatitis B Vaccine	Y	Y	Y	Y	Y	Y	Y					
11	Inactivated Polio Vaccine (IPV)	Y	Y	Y	Y	Y	Y	Y					
12	Influenza Vaccine	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
13	Measles, Mumps, Rubella Vaccine (MMR)	Y	Y	Y	Y	Y	Y	Y					
14	Pneumococcal Vaccine	Y	Y	Y	Y	Y	Y	Y	Y		Y	Y	Y
15	Standardized Written Developmental	Y	Y	Y	Y	Y	Y	Y					
16	Tetanus			Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
17	Tuberculin Testing (PPD Intradermal Injection/Mantoux Method)	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
18	Urinalysis								Y		Y	Y	Y
19	Varicella Vaccine	Y	Y	Y	Y	Y	Y	Y					
20	Vision Assessment		Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	

Attachment A: Medicaid

EXHIBIT 1
COMPENSATION SCHEDULE
ANCILLARY SERVICES
PUBLIC AMBULANCE

This compensation schedule ("Compensation Schedule") sets forth the maximum reimbursement amounts for Covered Services provided by Contracted Providers to Covered Persons enrolled in a Medicaid Product. Where the Contracted Provider's tax identification number ("TIN") has been designated by the Payor as subject to this Compensation Schedule, Payor shall pay or arrange for payment of a Clean Claim for Covered Services rendered by the Contracted Provider according to the terms of, and subject to the requirements set forth in, the Agreement and this Compensation Schedule. Payment under this Compensation Schedule shall consist of the Allowed Amount as set forth herein less all applicable Cost-Sharing Amounts. All capitalized terms used in this Compensation Schedule shall have the meanings set forth in the Agreement, the applicable Product Attachment, or the Definitions section set forth at the end of this Compensation Schedule.

The compensation for ambulance Covered Services rendered to a Covered Person shall be the "Allowed Amount." Except as otherwise provided in this Compensation Schedule, the Allowed Amount for ambulance Covered Services is 100% of the amount payable based on the Medicaid Managed Care Ambulance Fee Schedule set forth by the North Carolina Division of Health Benefits ("NCDHB") at the date of service.

Additional Directed Payments. WellCare shall make additional payments as directed and determined by NCDHB and approved by CMS.

Additional Provisions:

1. Code Change Updates. Payor utilizes nationally recognized coding structures (including, without limitation, revenue codes, CPT codes, HCPCS codes, ICD codes, national drug codes, ASA relative values, etc., or their successors) for basic coding and descriptions of the services rendered. Updates to billing-related codes shall become effective on the date ("Code Change Effective Date") that is the later of: (i) the first day of the month following sixty (60) days after publication by the governmental agency having authority over the applicable Product of such governmental agency's acceptance of such code updates, (ii) the effective date of such code updates as determined by such governmental agency or (iii) if a date is not established by such governmental agency or the applicable Product is not regulated by such governmental agency, the date that changes are made to nationally recognized codes. Such updates may include changes to service groupings. Claims processed prior to the Code Change Effective Date shall not be reprocessed to reflect any such code updates.

2. Fee Change Updates. Updates to the fee schedule shall become effective on the effective date of such fee schedule updates, as determined by the Payor ("Fee Change Effective Date"). The date of implementation of any fee schedule updates, i.e. the date on which such fee change is first used for reimbursement ("Fee Change Implementation Date"), shall be the later of: (i) the first date on which Payor is reasonably able to implement the update in the claims payment system; or (ii) the Fee Change Effective Date. Claims processed prior to the Fee Change Implementation Date shall not be reprocessed to reflect any updates to such fee schedule, even if service was provided after the Fee Change Effective Date.

3. Billing Requirements. Contracted Provider must bill HCPCS codes in addition to revenue code for services specified within this Compensation Schedule. Failure to submit a HCPCS code may result in a claim denial.

4. Date of Service Requirements. Contracted Provider is required to identify each date of service on claims for multiple dates of service.

5. Carve-Out Services. With respect to any "Carve-Out" Covered Services as contemplated in this Agreement, any payment arrangement entered into between Provider and a third party vendor of such services shall supersede compensation hereunder.

6. Payment under this Compensation Schedule. All payments under this Compensation Schedule are subject to the terms and conditions set forth in the Agreement, the Provider Manual and any applicable billing manual and claim processing policies.

Definitions:

a. **Allowed Amount** means the amount designated in this Compensation Schedule as the maximum amount payable to a Contracted Provider for any particular Covered Service provided to any particular Covered Person, pursuant to this Agreement or its Attachments.

b. **Allowable Charges** means a Contracted Provider's billed charges for services that qualify as Covered Services.

c. **Cost-Sharing Amounts** means any amounts payable by a Covered Person, such as copayments, cost-sharing, coinsurance, deductibles or other amounts that are the Covered Person's financial responsibility under the applicable Coverage Agreement, if applicable.

One Call Non-Emergency Ambulance Service Agreement

This Agreement is made and entered into as of the day of , 20 by and between One Call Government Solutions, LLC., (hereinafter referred to as "One Call") and , (hereinafter referred to as "Transportation Provider or Provider").

That whereas, One Call is engaged in the business of arranging for, and managing a network of, medical transportation service companies to deliver Non-Emergency Medical Transportation (NEMT) services to those members who wish to make themselves applicable of such services: and whereas, Transportation Provider is a transportation service company and is capable of and desires to provide services as described herein.

Now, therefore, in consideration of the foregoing and of the mutual covenants, promises and undertaking herein set-forth, the parties, intending to be legally bound, agree as follows:

Glossary

1 "Client" means a customer that has entered into an agreement with One Call directly to arrange for the provision of Covered Services for Client's Covered Persons.

2 "Effective Date" means the date that all credentialing matters are approved by One Call.

3 "Non-Emergency" medical transportation services mean transportation services for routine appointments to clinics, physician's offices, outpatient facilities, hospitals and other medically necessary services.

4 "Service Area" means the areas in which Transportation Provider will provide transportation services at the contracted rates negotiated between One Call and Transportation Provider.

5 "Trip" means one-way transportation from point of pick-up to destination drop-off.

Term and Termination. This Agreement shall be for a term of one (1) year, and shall automatically be renewed annually unless terminated by either party giving written notice to the other party as provided herein. Termination shall have no effect upon the rights and obligations of the parties arising out of any services performed prior to the effective date of such termination. Each renewal term is to be exercised automatically unless either party gives notice of its intent to terminate the Agreement at least thirty (30) days prior to the end of the then-current term. Provider may terminate this Agreement at any time without cause by giving sixty (60) days' written notice to One Call. Provider may terminate this Agreement for cause by giving written notice of a breach of the Agreement. One Call shall have fifteen (15) days to cure the breach following receipt of the notification. Failure to cure the breach within the fifteen (15) days shall result in the immediate termination of the Agreement. Notwithstanding the foregoing, Provider may terminate this Agreement immediately and without notice to One Call if One Call becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against it, or has a receiver or trustee appointed for substantially all of its property, or if One Call allows any final judgment to stand against it unsatisfied for a period of forty-eight (48) hours.

Provider Qualifications. By providing the Medicaid Identification number referenced below, Provider represents that it is certified by the State of North Carolina and meets all qualifications required thereby to perform ambulance transport services (the "Services") to Medicaid members in accordance with State of North Carolina and Centers for Medicare & Medicaid Services ("CMS") rules, regulations and the Medicaid Ambulance Transportation Services Coverage and Limitations Handbook within your regulated service area and as may be amended or modified from time to time:

1. https://info.ncdhhs.gov/dhsr/EMS/rules.html
2. https://files.nc.gov/ncdma/documents/files/15.pdf
3. https://medicaid.ncdhhs.gov/providers/clinical-coverage-policies
4. And any other city, county, State, Federal, and other governing regulation/s.

The HIPAA BAA (A), Medicare Regulatory Addendum (B) and Medicaid Regulatory Addendum (C) are attached hereto as Exhibits "A", "B", and "C," respectively, and incorporated herein by reference. Other requiements but not limited to on providing One Call a current W-9, Certificate of Insurance, Vehicle and Driver rosters, and appropriate State or local certifications associated to EMS.

Insurance. Provider certifies that it carries the State required amount of insurance and/or Professional Liability / Errors and Omissions insurance coverage of at least $1 million per claim (and $3 million aggregate if providing ALS, BLS, Stretcher and Wheelchair transports), Commercial Business Automobile Liability coverage of $250,000 per occurrence / $500,000 aggregate, as well as Aviation coverage of $10 million (only required for air ambulance transports).

Invoicing and Payment. In exchange for accepting a referral and fully performing the corresponding Services, One Call shall pay Provider one hundred percent (100%) of the applicable North Carolina Managed Care Ambulance Provider Fee Schedule for non-emergency medical transportation in effect at the time of Service in accordance with the associated Medicaid fee schedule as may be amended or modified from time to time, with in accordance to 42 C.F.R. § 438.6(c)(iii)(B)). Provider shall submit to One Call a complete and accurate invoice within ninety (90) days from date of Service. Except as otherwise required by law, One Call shall use commercially reasonable efforts to pay Provider no later than forty-five (45) days after One Call's receipt of an invoice. One Call reserves the right to deny payment for any invoice One Call receives more than ninety (90) days from the date of Service (the "Invoice Submission Period"), and Provider's need to resubmit any invoice for any reason shall not extend beyond the Invoice Submission Period.

Independent Contractor. Both One Call and Provider agree that One Call shall act as an independent contractor and shall not represent itself as an agent or employee of Provider for any purpose.

HIPAA. The parties acknowledge that they will comply with the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder ("HIPAA"), as more fully set forth in the Business Associate Agreement attached hereto as Exhibit "A" and incorporated herein by reference.

Divestment from Companies that Boycott Israel. One Call hereby certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81.

Debarment. One Call hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Agreement by any governmental department or agency. One Call must notify Provider within thirty (30) days if debarred by any governmental entity during this Agreement.

Non-Discrimination in Employment. One Call shall not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state or local law or other unlawful form of discrimination. One Call shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event One Call is determined by the final order of an appropriate agency or court of competent jurisdiction to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be cancelled, terminated or suspended in whole or in part by Provider, and One Call may be declared ineligible for further agreements with Provider.

Compliance with E-Verify Program. Pursuant to N.C.G.S. § 143-133.3, One Call understands that it is a requirement of this Agreement that One Call and its subcontractors must comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, One Call agrees that, unless it is exempt by law, it shall verify the work authorization of its employees utilizing the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security, and One Call shall require its subcontractors to do the same. Upon request, One Call agrees to provide Provider with an affidavit of compliance or exemption.

No Assignment Without Consent. One Call shall not assign this Agreement (or assign any right or delegate any obligation contained herein whether such assignment is of service, of payment or otherwise) without the prior written consent of Provider. Any such assignment without the prior written consent of Provider shall be void. An assignee shall acquire no rights, and Provider shall not recognize any assignment in violation of this provision.

Governing Law and Venue. This Agreement shall be governed by applicable federal law and by the laws of the State of North Carolina without regard for its choice of law provisions. All actions relating in any way to this Agreement shall be brought in the General Court of Justice of the State of North Carolina of their respective County or in the Federal District Court within North Carolina

Dispute Resolution. Should a dispute arise as to the terms of this Agreement, both parties agree that neither may initiate binding arbitration. The parties may agree to non-binding mediation of any dispute prior to the bringing of any suit or action.

Governmental Immunity. Provider, to the extent applicable, does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.

Entire Agreement. This Agreement and the Exhibits A, B, C hereto constitute the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral, related to the subject matter herein.

Severability. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of this Agreement can be determined and effectuated. If a provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

Amendments. No amendments to this Agreement shall be valid unless in writing and signed by authorized agents of both Provider and One Call.

Signatures. This Agreement, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-358.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

NOTICES. Wherever under this Agreement one party is required or permitted to give notice to the other, such notice shall be deemed given (i) when delivered in hand to the address specified below; (ii) when received by the other party after being sent by overnight courier service to the address specified below (return receipt requested) or by United States Mail postage prepaid by certified mail (return receipt requested) to the address specified below; (iii) when sent by electronic mail to the address specified below. Any notice Provider wishes to give hereunder must identify (in writing) the Provider's legal name, the type of Services Provider performs hereunder and the Effective Date of the Agreement.

Notices to One Call shall be delivered to:
One Call
841 Prudential Dr., Suite 204
Jacksonville, FL 32207, Attn: Provider Relations Network Programs
Email to: GroupHealth_ProviderRelations@onecallcm.com

With a Copy to:
One Call
841 Prudential Dr., Suite 204
Jacksonville, FL 32207, Attn: Legal Dept.

Exhibit A
HIPAA Business Associate Agreement

THIS HIPAA BUSINESS ASSOCIATE AGREEMENT (the "BAA") is entered into by and between Brunswick County through its Emergency Medical Services division ("Business Associate") and One Call Government Solutions, LLC, on behalf of itself and its Affiliates, if any (individually and collectively, the "Covered Entity"). This BAA adds to and is made an integral part of the Non-Emergency Ambulance Service Agreement entered into between the Covered Entity and Business Associate ("Agreement") of even date herewith and to which it is attached.

On behalf of Covered Entity, and pursuant to the Agreement, Business Associate may perform certain functions or activities involving the use, disclosure, creation, transmission, and/or maintenance of protected health information ("PHI"). Therefore, Business Associate agrees to the following terms and conditions set forth in this HIPAA Business Associate Agreement.

1. Definitions. For purposes of this BAA, the terms used herein, unless otherwise defined, shall have the same meanings as used in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and any amendments thereto or implementing regulations thereunder, (collectively "HIPAA Rules"). Without limitation of the foregoing, the parties acknowledge and agree that "Protected Health Information" shall include, but is not necessarily limited to, information that identifies an Individual (e.g., name or postal address), together with an indication that Individual has been treated by a particular Health Care Provider, or has been or is a member of a particular Health Plan. In addition, the use of the term Affiliates in this BAA shall mean natural persons or legal entities that, through ownership of voting interests, contract rights or otherwise, directly or indirectly control, are controlled by or are under common control with other natural persons or legal entities. A subsidiary is included in this definition of Affiliates.

2. Compliance with Applicable Law. The parties acknowledge and agree that, beginning with the relevant effective dates and during the term of the Agreement and this concurrent BAA, Business Associate shall comply with its obligations under this BAA and with all obligations of a business associate under HIPAA, HITECH, the HIPAA Rules, and other applicable laws and regulations, as they exist at the time this BAA is executed and as they are amended, for so long as this BAA is in place.

3. Permissible Use and Disclosure of PHI. Business Associate may use and disclose PHI (a) as required by law, and (b) as necessary to carry out its duties to Covered Entity pursuant to (i) the terms of this BAA and (ii) the Agreement or any SOW or other written arrangement under which Business Associate performs functions or activities on Covered Entity's behalf. Business Associate may also use and disclose PHI (i) for its own proper management and administration, and (ii) to carry out its legal responsibilities. If Business Associate discloses Protected Health Information to a third party for either above reason, prior to making any such disclosure, Business Associate must obtain: (i) reasonable assurances from the receiving party that such PHI will be held confidential and be disclosed only as required by law or for the purposes for which it was disclosed to such receiving party; and (ii) an agreement from such receiving party to immediately notify Business Associate of any known breaches of the confidentiality of the PHI.

4. Limitations on Use and Disclosure of PHI. Business Associate shall not, and shall ensure that its directors, officers, employees, subcontractors, and agents do not, use or disclose PHI in any manner that is not permitted by this BAA or that would violate Subpart E of 45 CFR 164
("Privacy Rule") if done by Covered Entity including not using or disclosing genetic information for underwriting purposes as set forth in 45 CFR 164.502(a)(5)(i). Business Associate is not authorized to create de-identified information from PHI. All uses and disclosures of, and requests by, Business Associate for PHI are subject to the minimum necessary rule of the Privacy Rule and consistent with Covered Entity's minimum necessary policies and procedures.

5. Required Safeguards To Protect PHI. Business Associate shall develop, implement, maintain and use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 ("Security Rule") with respect to electronic PHI, to prevent the use or disclosure of PHI other than as provided for by the terms and conditions of this BAA. Furthermore, with respect to electronic PHI, Business Associate shall encrypt such electronic PHI prior to saving it on portable media, and in other circumstances shall encrypt electronic PHI whenever reasonably practicable.

6. Reporting to Covered Entity. Business Associate shall immediately report to Covered Entity: (a) any use or disclosure of PHI not permitted or required by this BAA of which it becomes aware; (b) any breach of unsecured PHI in accordance with 45 CFR Subpart D of 45 CFR 164 ("Breach Notification Rule"); and (c) with respect to any incident not subject to reporting under (a) and (b) above, Business Associate shall report to Covered Entity any successful unauthorized access, use, disclosure, modification, or destruction of Covered Entity's electronic PHI or unauthorized interference with system operations in Covered Entity's information system, of which Business Associate becomes aware. Business Associate shall cooperate with Covered Entity's investigation, analysis, notification and mitigation activities, and shall be responsible for all costs incurred by Covered Entity for those activities.

7. Mitigation of Harmful Effects. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA or the HIPAA Rules.

8. Agreements by Third Parties. Business Associate shall enter into a written agreement with any subcontractor of Business Associate that creates, receives, maintains or transmits PHI on behalf of Business Associate. Pursuant to such agreement, the subcontractor shall agree to be bound by the same restrictions, conditions, and requirements that apply to Business Associate under this BAA with respect to such PHI.

9. Access to PHI. Within five (5) days of a request by Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to Covered Entity such PHI for so long as such information is maintained by Business

Associate in the Designated Record Set, as required by 45 CFR 164.524. In the event any individual delivers directly to Business Associate a request for access to PHI, Business Associate shall within two (2) days forward such request to Covered Entity.

10. Amendment of PHI. Within five (5) days of receipt of a request from Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate shall provide such information to Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 CFR 164.526. In the event any individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall within two (2) days forward such request to Covered Entity.

11. Documentation of Disclosures. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528 and HITECH. Business Associate agrees to implement an appropriate record keeping process that will track, at a minimum, the following information: (i) the date of disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of such disclosure that includes an explanation of the basis for such disclosure.

12. Accounting of Disclosures. Within five (5) days of notice by Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity information to permit Covered Entity to respond to the request for an accounting of disclosures of PHI, as required by 45 CFR 164.528 and HITECH.

13. Other Obligations. To the extent that Business Associate is to carry out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with such requirements that apply to Covered Entity in the performance of such delegated obligations.

14. Judicial and Administrative Proceedings. In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, including, without limitation, requests pursuant to the Public Records Laws of North Carolina contained in Chapter 132 of the North Carolina General Statutes, Business Associate shall promptly notify Covered Entity of such request, and Covered Entity shall have the opportunity to defend against production of such PHI at Discloser's sole expense.

15. Availability of Books and Records. Business Associate hereby agrees to make its internal practices, books, and records available to the Covered Entity, or at request of Covered Entity to the Secretary of the Department of Health and Human Services, in a time and manner designated by Covered Entity or the Secretary, as applicable, for purposes of determining compliance with the HIPAA Rules.

16. Breach of Contract by Business Associate. In addition to any other rights Covered Entity may have by operation of law or in equity, Covered Entity may (a) immediately terminate this BAA and the Agreement if Covered Entity determines that Business Associate has violated a material term of this BAA; or (b) at Covered Entity's option, permit Business Associate to cure or end any such violation within the time specified by Covered Entity. Covered Entity's option to have cured a breach of this BAA shall not be construed as a waiver of any other rights Covered Entity has in the Agreement, this BAA or by operation of law or in equity.

17. Notice. All notices required under the Agreement shall be in writing and shall be deemed to have been given on the next day by fax or other electronic means or upon personal delivery, or in ten (10) days upon delivery in the mail, first class, with postage prepaid. Notices shall be sent to the addressees indicated below unless written notification of change of address shall have been given.

18. Effect of Termination of BAA. Upon the termination of either the Agreement or this BAA for any reason, Business Associate shall return to Covered Entity or, at Covered Entity's direction, destroy all PHI received from Covered Entity that Business Associate maintains in any form, recorded on any medium, or stored in any storage system. This provision shall apply to PHI that is in the possession of Business Associate, subcontractors, and agents of Business Associate. Business Associate shall retain no copies of the PHI. Business Associate shall remain bound by the provisions of this BAA, even after termination of the Agreement or this BAA, until such time as all PHI has been returned or otherwise destroyed as provided in this Section.

19. Injunctive Relief. Business Associate stipulates that its use or disclosure of PHI not authorized by this BAA would cause immediate and irreparable harm to Covered Entity, and in such event, Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain injunctive relief, and to recover from Business Associate the damages and costs, including reasonable attorneys' fees, incurred by Covered Entity arising out of or relating to the breach of the BAA.

20. Indemnification. To the extent permitted by law, Business Associate shall indemnify and hold harmless Covered Entity and its officers, trustees, employees, and agents from any and all losses, claims, penalties, fines, costs, liabilities or damages, including but not limited to reasonable attorney fees, incurred by Covered Entity arising from Business Associate's breach of its obligations under this BAA, the HIPAA Rules, or relating to its use, disclosure, creation, maintenance, transmission or safeguarding of PHI.

21. Exclusion from Limitation of Liability. To the extent that Business Associate has limited its liability under the terms of the Agreement, any SOW or other written arrangement between Business Associate and Covered Entity, whether with a maximum recovery

for direct damages or a disclaimer against any consequential, indirect or punitive damages, or other such limitations, all limitations shall exclude any and all losses and damages to Covered Entity arising from Business Associate's breach of its obligations under this BAA, the HIPAA Rules, or relating to its use, disclosure, creation, maintenance, transmission or safeguarding of PHI.

22. Owner of PHI. Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI created or received by Business Associate on behalf of Covered Entity.

23. Right to Audit. To allow Covered Entity to certify compliance with the HIPAA Rules, Business Associate will permit Covered Entity to audit Business Associate's systems and services, with specific emphasis on Business Associate's compliance with the provisions of this BAA. Such audit, which may be conducted by Covered Entity's personnel under obligations of confidentiality or by an independent auditing firm, will not interfere unreasonably with Business Associate's legitimate business activities, and will be conducted no more than once per calendar year, unless Covered Entity has received a request from the Secretary, or unless Covered Entity has reason to believe that this BAA has been breached. Covered Entity will use information received during an audit solely for the purposes of the Agreement and will otherwise maintain the confidentiality of such information.

24. Third Party Rights. The terms of this BAA do not grant any rights to any parties other than Business Associate and Covered Entity.

25. Independent Contractor Status. For the purposes of this BAA, Business Associate is an independent contractor of Covered Entity, and shall not be considered an agent of Covered Entity.

26. Electronic Transactions. If Business Associate conducts in whole or part a HIPAA transaction as defined in 45 CFR 160.103 of the HIPAA standards for electronic transactions, Business Associate shall comply, and shall require any subcontractor involved with the conduct of such HIPAA transaction to comply, with each applicable requirement of 45 CFR Part 162.

27. Changes in the Law. The parties shall amend this BAA to conform to any new or revised legislation, rules and regulations to which Covered Entity is subject now or in the future including, without limitation, HIPAA, HITECH, and the HIPAA Rules.

28. Interpretation. Any ambiguity in the BAA shall be resolved to permit Covered Entity to comply with HIPAA, HITECH, and the HIPAA Rules.

29. Conflicts. If there are any direct conflict between the Agreement and this BAA, the terms and conditions of this BAA shall control.

Exhibit B
MEDICARE REGULATORY ADDENDUM

A. Record Keeping. In accordance with 42 CFR 422.504(e)(2), 42 CFR 422.504(e)(3), 42 CFR 4222.504(e)(4); 42 CFR 422.504(i)(2)(i) and 42 CFR 422.504(i)(2)(ii), HHS, the Comptroller General, or their designees have the right to inspect, evaluate, and audit any pertinent contracts, books, documents, papers, and records, including medical records, of the subcontractor involving transactions related to One Call , or a Medicare Advantage Program participant's contract with CMS or that pertain to any aspect of services performed, pursuant to this Agreement. Only One Call or its designees shall have direct access to Contractor for these purposes, and Contractor will make such books

and records available for such inspection, evaluation, and audit through One Call. With respect to all other downstream entities, HHS, CMS, the Comptroller General, and their designees shall have direct access (e.g., on site access) to such downstream entities, and the downstream entities will make such books and records directly available to HHS, CMS, the Comptroller General, or their designees for such inspection, evaluation, and audit. This right exists through: (1) ten (10) years from the final date of this Agreement's termination date or (2) from the date of completion of any audit, whichever is later, or (3) in excess of ten (10) years if CMS so determines pursuant to 42 CFR 422.504(e) (e.g., possibility of fraud, etc.). Contractor agrees to provide to One Call all books and records described above which One Call will then provide to CMS. Contractor acknowledges and agrees that One Call or any third party authorized on behalf of One Call to conduct an audit of Contractor may share with CMS or an any third party solely in the event that CMS requires or requests such third party to produce such additional information or audit results directly: (i) any information about One Call's arrangement with Contractor demonstrating One Call's compliance under federally or the Providers state funded health care programs; and (ii) the results of any audit conducted by One Call or provided by Contractor pursuant to the Agreement.

B. Delegation. In accordance with 42 CFR 422.504(i)(3)(ii), 42 CFR 422.504(i)(3)(iii), 42 CFR 422.504(i)(4) and 42 CFR 422.504(i)(5), Contractor will perform the delegated activities and the reporting responsibilities described in Section B of this Agreement. Contractor agrees not to delegate any professional duties under this Agreement to any subcontractor without the approval of One Call. Upon One Call's approval, Contractor shall submit to One Call credentials for subcontractor to whom professional duties may be delegated. Contractor acknowledges and agrees that any services or other activity performed by a related entity, contractor or subcontractor in accordance with a written agreement with Contractor will be consistent and comply with a Medicare Advantage Program participant's obligations under its contract with CMS, the Agreement or this Amendment. Contractor also acknowledges and agrees that if any of a Medicare Advantage Program participant's activities or responsibilities under its contract with CMS are delegated to Contractor or other parties, all delegation requirements under the applicable federal regulations must be met and One Call must oversee and remain accountable to CMS for any delegated functions. One Call shall monitor the performance of Contractor on an ongoing basis. One Call retains all its legal remedies, including the right of revocation, if the activities are not performed satisfactorily or if requisite reporting and disclosure requirements are not otherwise fully met in a timely manner as determined by CMS or One Call. One Call further retains the right to approve, suspend, or terminate any provider selected by Contractor on behalf of One Call.

C. Credentialing. In accordance with 42 CFR 422.504(i)(3)(ii) and 42 CFR 422.504(i)(4)(iv)(B), One Call will review and approve the credentialing process used by Contractor. Further, One Call will audit the credentialing process used by Contractor on an ongoing basis.

D. Compliance With Laws. Contractor acknowledges and agrees that payments received from One Call are, in whole or in part, federal funds. As a recipient of federal funds, Contractor shall comply with all applicable state and federal laws, rules, and regulations in effect or as hereinafter amended applicable to recipients of federal funds including the following: (a) Title VI of the Federal Civil Rights Act; (b) Section 403 of the Federal Rehabilitation Act of 1973; (c) the Federal Age Discrimination Act of 1975; (d) Titles I and II of the Federal Americans with Disabilities Act; (e) Section 542 of the Federal Public Health Service Act (pertaining to nondiscrimination against substance abusers); (f) 45 CFR part Exhibit E -2- 46, pertaining to research involving human subjects; (g) 42 CFR 422.504(i)(4)(v); and (h) all applicable Medicare laws, regulations, and CMS instructions. Both parties agree to comply with all state and federal laws, rules, and regulations applicable to this Agreement.

E. Confidentiality and Enrollee Record Accuracy. In accordance with 42 CFR 422.118 and 42 CFR 504(a)(13), Contractor agrees to comply with all state and federal requirements for accuracy and confidentiality of a Medicare Advantage Program participant's member's records, including the requirements established by One Call and CMS for any medical records or other health and enrollment information Contractor maintains with respect to a Medicare Advantage Program participant's members. Contractor will establish procedures to do the following:

1. Abide by all federal and state laws regarding confidentiality and disclosure of medical records, or other health and enrollment information. Contractor will safeguard the privacy of any information that identifies a particular member and have procedures that:
    a. Specify for what purposes the information will be used within the organization;
    b. Specify to whom and for what purposes it will disclose the information outside the organization;
    c. Ensure that any protected health information sent to Contractor by, or on behalf of Medicare Advantage Program participants and other personal information remains secure; and
    d. Prohibit Contractor from accessing data not associated with the specific Medicare Advantage Program participant's contracts

2. Ensure that medical information is released only in accordance with applicable federal or state law, or pursuant to court orders or subpoenas.

3. Maintain the records and information in an accurate and timely manner.

4. Ensure timely access by members to the records and information that pertain to them.

F. Satisfactory Performance. In accordance with 42 CFR 504(i)(4)(ii), if CMS or One Call determines that Contractor has not performed satisfactorily under this Agreement, the delegated activities and reporting responsibilities of the Contractor may be revoked, the matter may be handled in accordance with One Call corrective action plan, and/or the matter may be considered an act in default under this Agreement pursuant to terms and conditions of this Agreement.

G. Contract Compliance. In accordance with 42 CFR 422.504(i)(1) and CFR 422.504(i)(3)(iii), notwithstanding anything to the contrary agreed to by the parties, a Medicare Advantage Program participant maintains ultimately responsibility for adhering to and otherwise fully complying with all terms and conditions of its contract with CMS and for ensuring that Contractor's services are consistent and comply with a Medicare Advantage Program participant's contract with CMS.

H. Monitoring. In accordance with 42 CFR 422.504(i)(1), 42 CFR 422.504(i)(3)(ii), and 42 CFR 422.504(i)(4)(iii), One Call will establish and maintain ongoing monitoring and oversight of all aspects of Contractor's performance of its obligations.

I. Hold Harmless. Contractor agrees to hold a Medicare Advantage Program participant's enrollees harmless for payment of any fees that are the obligation such Medicare Advantage Program participant.

J. Security Breach. The parties agree that a significant security breach is considered a material breach of the Agreement of a type or nature that is not capable of being cured and One Call shall have the right, in such event, to immediately terminate the Agreement for cause.

Exhibit C
MEDICAID REGULATORY ADDENDUM

A. Record Keeping. One Call and its subcontractors and any providers of service, including, but not limited to providers or any person or entity receiving monies directly or indirectly by or through Medicaid must retain and make all records (including, but not limited to, financial, medical and enrollee grievance and appeal records, base data in 42 CFR 438.5(c), Medical Loss Ratio (MLR) reports in 42 CFR 438.8(k), and the data, information, and documentation specified in 42 CFR 438.604, 438.606, 438.608, and 438.610) available at the Contractor's, providers, and/or the subcontractor's expense for administrative, civil and/or criminal review, audit, or evaluation, inspection, investigation and/or prosecution by authorized federal and state personnel, including representatives from the OIG, or any duly authorized State or federal agency for 10 years from the final date of the contract period or from the date of completion of any audit, whichever is later.

1. Access will be either through on-site review of records or by any other means at the government agency's discretion and during normal business hours, unless there are exigent circumstances, in which case access will be at any time.
a. Upon request, the Contractor, its provider or subcontractor must provide and make staff available to assist in such inspection, review, audit, investigation, monitoring or evaluation, including the provision of adequate space on the premises to reasonable accommodate OIG or other State or federal agency.

2. Contractor must send all requested records to OIG within 30 business days of request unless otherwise specified by rules and regulations.

3. Records other than medical records may be kept in original paper state or preserved on micromedia or electronic format. Medical records must be maintained in their original form or may be converted to electronic format as long as the records are readable and/or legible. These records, books, documents, etc., must be available for any authorized federal and State personnel during the Contract period and 10 years thereafter, unless an audit, administrative, civil or criminal investigation or prosecution is in progress or audit findings or administrative, civil or criminal investigations or prosecutions are yet unresolved in which case records must be kept until all tasks or proceedings are completed.

B. Compliance with Laws. Contractor and subcontractors must comply with all applicable Medicaid laws, regulations, including applicable subregulatory guidance and Contract provisions.

C. Right to Audit.

1. Contractor and subcontractors agree that the state, CMS, the DHHS Inspector General, the Comptroller General or their agents have the right to audit, evaluate, and inspect any books, records, contracts, computer or other electronic systems of the subcontractor, or the subcontractor's contractor, that pertain to any aspect of services and activities performed, or determination of amounts payable under the Contractor's contract with the state.

2. Contractor and subcontractors must make available, for the purposes of an audit, evaluation, or inspection by the state, CMS, the DHHS Inspector General, the Comptroller General or their agents, its premises, physical facilities, equipment, books, records, contracts, computer or other electronic systems relating to its Medicaid Enrollees.

3. Contractor and subcontractors agree that the right to audit by the state, CMS, the DHHS Inspector General, the Comptroller General or their agents will exist through 10 years from the final date of the contract period or from the date of completion of any audit, whichever is later.

4. The state, CMS, or the DHHS Inspector General determine that there is a reasonable possibility or similar risk, the state, CMS, or the DHHS Inspector General may inspect, evaluate, and audit the subcontractor at any time.

One Call Non-Emergency Ambulance Agreement Signature Page

Transportation Provider certifies and acknowledges that Transportation Provider has carefully read all the provisions of this Agreement and that Transportation Provider understands and will fully and faithfully comply with such provisions. In consideration of the mutual covenants and promises stated herein and other good and valuable consideration, Transportation Provider and One Call agree to be bound by this Agreement as of the Effective Date.

PROVIDER:

Signature: _____
Name: _____
Title: _____
Date: _____

One Call:

Signature: _____
Name: _____
Title: _____
Date: _____

Provider Type: Transportation - NEMT

Provider Medicaid ID#:

Provider TIN#:

Provider NPI#:

Provider Address:

AGENDA

County Commissioners
Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

Name / Department: Finance/Animal Control	Meeting Date: 7/6/2021
Subject: Request to Hold a Public Hearing to Accept Financing from Tri-County EMC and Make Application to the Local Government Commission	
Summary, explanation and background: Duplin County is constructing a new animal control building and is securing $1,300,000 in loans from Tri-County EMC. The County is required to hold a public hearing for public input on acceptance of financing and the Board is required to adopt a resolution authorizing the application to the Local Government Commission for approval of the financing.	
Requested Action: The Board of Commissioners is requested to hold a public hearing to receive public input at the July 6, 2021 Duplin County Board of Commissioners Meeting and approve the associated resolution to make application to the Local Government Commission for approval of financing.	
Budget impact for this fiscal year: (Funds available, allocation needed, etc.) N/A	
Budget impact for subsequent years: (Funds available, allocation needed, etc.) N/A	
Time needed to explain to Commissioners: 5-10 minutes	
Attachments: None	
Instructions for what to do with attachments once approved: None.	

Note: Please have all signatures on any contracts, agreements, etc. prior to board meeting and give all copies to Jaime Carr by the agenda deadline. Remember, one original will be retained for the minutes

COUNTY OF DUPLIN

RESOLUTION

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR APPROVAL OF A FINANCING AGREEMENT AUTHORIZED BY NORTH CAROLINA GENERAL STATUTE 160A-20

WHEREAS, the County of Duplin of Duplin County, North Carolina desires to Construct a New Animal Shelter (the "Project") to better serve the citizens of Duplin County; and

WHEREAS, The County of Duplin desires to finance the Project by the use of an installment contract authorized under North Carolina General Statute 160A, Article 3, Section 20; and

WHEREAS, findings of fact by this governing body must be presented to enable the North Carolina Local Government Commission to make its findings of fact set forth in North Carolina General Statute 159, Article 8, Section 151 prior to approval of the proposed contract;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of County of Duplin, North Carolina, meeting in regular session on the sixth day of July, 2021, make the following findings of fact:

1. The proposed contract is necessary or expedient because of the necessity to construct an animal control facility.

2. The proposed contract is preferable to a bond issue for the same purpose because the terms and interest rates are more favorable compared to the interest rates and costs associated with a public bond issuance.

3. The sums to fall due under the contract are adequate and not excessive for the proposed purpose because the borrowing represents less than ½ (48 %) of the projects total revenues.

4. The County of Duplin's debt management procedures and policies are good because the County's debt management policies have been carried out in strict compliance with law.

5. The increase in taxes necessary to meet the sums to fall due under the proposed contract will be __0____ cents per $100 valuation and is not deemed to be excessive.

6. The County of Duplin is not in default in any of its debt service obligations.

7. The attorney for the County of Duplin has rendered an opinion that the proposed Project is authorized by law and is a purpose for which public funds may be expended pursuant to the Constitution and laws of North Carolina.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Finance Officer is hereby authorized to act on behalf of the County of Duplin in filing an application with the North Carolina Local Government Commission for approval of the Project and the proposed financing contract and other actions not inconsistent with this resolution.

This resolution is effective upon its adoption this sixth day of July, 2021.

The motion to adopt this resolution was made by Commissioner

_____, seconded by Commissioner _____ and passed by a vote of _____ to _____.

_____
Chairman

ATTEST:

_____
Clerk

This is to certify that this is a true and accurate copy of Resolution No._____ Adopted by the County of Duplin Board of Commissioners on the sixth day of July, 2021.

_____ _____
Clerk Date

AGENDA

County Commissioners
Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

Representative Name and Department: Joe Newburn **Animal Services**	**Meeting Date: 07/06/2021**
Subject: Renew Contracts with Veterinarians	
Summary, explanation and background: Veterinarians Services for small and large animals.	
Requested Action: Approval of Contracts	
Budget impact for this fiscal year: About $35,000	
Budget impact for subsequent years: Same	
Time needed to explain to Commissioners: 5 Mins	
Attachments: Contracts	
Instructions for what to do with attachments once approved: Send back to Animal Services.	

Note: Please have all signatures on any contracts, agreements, etc. prior to board meeting and give all copies to Trisha-Ann Hoskins by the agenda deadline. Remember, one original will be retained for the minutes.

NORTH CAROLINA

DUPLIN COUNTY

CONTRACT
FOR
VETERINARY SERVICES

THIS CONTRACT, is made and entered into this ____ day of July, 2021 by and between **DUPLIN COUNTY,** a body politic whose mailing address is 224 Seminary Street, Kenansville, North Carolina 28349, hereinafter designated and referred to as "County," and WARSAW ANIMAL HOSPITAL, P.A. of Duplin County, North Carolina, whose mailing address is 1472 NC 24 & 50 Hwy, Warsaw, North Carolina, hereinafter designated and referred to as "Contractor."

WITNESSETH:

WHEREAS, under the direction and control of the Duplin County Board of Commissioners, the County operates an animal shelter, referred to herein as the "Shelter", to hold animals that have been seized or quarantined pursuant to the County's Animal Control Ordinance; and

WHEREAS, County has statutory authority to provide medical care to seized and quarantined animals pursuant to N.C. Gen. Stat. §153A-442 and §19A-70; 02 NCAC 52J.0210 and.

WHEREAS, Contractor has access to resources, personnel, training, and expertise necessary to assist County with providing appropriate medical care for animals located in County's Shelter. Contractor has the flexibility to assign/substitute qualified individuals to provide required services, and Contractor is an independent contractor of County.

NOW THEREFORE, in consideration of the terms and conditions expressed herein and the remuneration to be paid by County to Contractor for the services to be provided by Contractor, the parties hereby agree as follows:

1. TERM AND TERMINATION. The initial term of this contract shall commence July 1, 2020, and shall continue through June 30, 2021. Either party may nonetheless terminate this contract, with or without cause, on thirty (30) days advance written notice to the other party.

2. GOVERNING LAW. This contract is made and shall be construed in accordance with, and governed by, the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Duplin and the State of North Carolina.

2.1. Contractor shall perform all services under this contract in full compliance with any applicable federal, state, and local laws, rules, and regulations.

3. DUTIES AND RESPONSIBILITIES OF CONTRACTOR. Contractor shall do, provide, and perform as follows:

4.2. To provide an identification for each and every animal serviced under this Contract.

4.3 To notify contractor and make her aware of any animals that are in custody of the County in need of veterinary care.

5. SCOPE OF SERVICES. The parties contemplate that the services to be provided by Contractor under this contract include both routine and emergency medical services.

6. FEE FOR CONTRACTOR'S SERVICES. For Contractor's services under this contract, County shall pay Contractor as follows:

6.1. The sum of ONE HUNDRED DOLLARS ($100.00) PER HOUR during regular business hours for periodic visits to the Duplin County Shelter;

6.2. Fees shall not exceed ONE HUNDRED FIFTY DOLLARS ($150.00) PER ANIMAL during regular business hours (Monday through Friday from 7:45 AM to 5:30 PM for veterinary care for animals taken to Warsaw Animal Hospital. Fees for after-hours shall not exceed TWO HUNDRED DOLLARS ($200.00) PER ANIMAL.

6.3. In addition to the fees stated above, County may reimburse Contractor for any additional services provided under this Contract for animal cruelty cases with express written permission of the Duplin County Supervisor of Animal Services. However, in no instance shall said additional services exceed ONE THOUSAND DOLLARS PER ANIMAL.

7. COMMUNICATIONS BETWEEN THE PARTIES. Contractor shall be responsible to the Duplin County Supervisor of Animal Services or his designee for all matters arising out of this contract. Contractor shall receive instructions from the Supervisor or his designee and Contractor shall communicate any complaints about any matters arising out of this contract directly to the Supervisor or his designee.

8. INDEPENDENT CONTRACTOR. Contractor's relationship with County shall at all times be that of an independent contractor. Contractor shall not represent itself as an agent or employee of the County for any purpose in the performance of duties under this contract. In performing services under this contract, Contractor shall exercise her sole discretion and professional judgment in accordance with currently approved methods and practices for providing medical services.

Contractor shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of Contractor's activities in accordance with this Contract. For purposes of this Contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

9. INSURANCE AND INDEMNITY. To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the COUNTY and its

With copy to:

Duplin County Attorney
P.O. Box 966
Kenansville, NC 28349

10.2. As to Contractor, the present mailing address is:

Warsaw Animal Hospital, P.A.
1472 NC 24 & 50 Hwy
Warsaw, NC 28398

11. DIVESTMENT ACT CERTIFICATION. As of the date listed below, Contractor is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C. Gen. Stat. §147.58(1). Contractor also agrees not to contract with any subcontractor that is identified on the list created by N.C. Gen. Stat. §14.7-86.58.

12. E-VERIFY. Contractor acknowledges that it is required to comply with any and all laws and regulations of the State of North Carolina. Contractor hereinafter confirms that it is aware of its responsibilities under Article 2, Chapter 64 of the North Carolina General Statutes related to E-Verify and that it is in compliance with said law. The Contractor also acknowledges that it shall advise Duplin County of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina General Statutes.

13. ENTIRE AGREEMENT. This contract constitutes the entire agreement between the parties and can only be modified by another written agreement signed by an appropriate official of Duplin County, the Sheriff of Duplin County, and Contractor.

14. GOOD STANDING WITH COUNTY. CONTRACTOR certifies that it is not delinquent on any taxes, fees, or other debt owed by CONTRACTOR to COUNTY. CONTRACTOR covenants and agrees to remain current on any taxes, fees, or other debt owed by CONTRACTOR to COUNTY during the Term of this Contract.

15. ANNUAL APPROPRIATIONS AND FUNDING. This Agreement may be subject to the annual appropriation of funds by the Duplin County Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, then County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement up to and through the last day of service.

IN TESTIMONY WHEREOF, County and Contractor have each caused this contract to be executed in duplicate originals, one of which is retained by each of the parties, all by authority duly had and obtained and being specifically approved by each respective party.

NORTH CAROLINA

DUPLIN COUNTY

CONTRACT
FOR
VETERINARY SERVICES FOR LARGE ANIMALS

THIS CONTRACT, is made and entered into this 1 day of July, 2021, by and between DUPLIN COUNTY, a body politic whose mailing address is 224 Seminary Street, Kenansville, North Carolina 28349, hereinafter designated and referred to as "County," and REAGAN EQUINE ASSOICATES of NEW HANOVER COUNTY, North Carolina, whose mailing address is 2404 N KERR AVE WILMINGTON, North Carolina, hereinafter designated and referred to as "Contractor."

WITNESSETH:

WHEREAS, under the direction and control of the Duplin County Board of Commissioners, the County operates an animal shelter, referred to herein as the "Shelter", to hold animals that have been seized or quarantined pursuant to the County's Animal Control Ordinance; and

WHEREAS, County has statutory authority to provide medical care to Large Animals treated cruelly pursuant to N.C. Gen. Stat. §19A-70;and 14-360.

WHEREAS, Contractor has access to resources, personnel, training, and expertise necessary to assist County with providing appropriate medical care for animals located in County's Shelter or Livestock Facility. Contractor has the flexibility to assign/substitute qualified individuals to provide required services, and Contractor is an independent contractor of County.

NOW THEREFORE, in consideration of the terms and conditions expressed herein and the remuneration to be paid by County to Contractor for the services to be provided by Contractor, the parties hereby agree as follows:

1. **TERM AND TERMINATION.** The initial term of this contract shall commence July 1, 2021, and shall continue through June 30, 2022. Either party may nonetheless terminate this contract, with or without case, on thirty (30) days advance written notice to the other party.

2. **GOVERNING LAW.** This contract is made and shall be construed in accordance with, and governed by, the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Duplin and the State of North Carolina.

2.1. Contractor shall perform all services under this contract in full compliance with any applicable federal, state, and local laws, rules, and regulations.

3. **DUTIES AND RESPONSIBILITIES OF CONTRACTOR.** Contractor shall do, provide, and perform as follows:

3.1. Serve as the Large Animal Veterinarian for the Duplin County for Large Animals seized in animal cruelty cases.

3.2. Provide services to ensure that the medical care, examination, and treatment needs of Large Animals that are confined at the Shelter or Livestock facility at 275 Fairgrounds Dr. Kenansville, North Carolina are being met in accordance with this contract and the applicable standard of care.

3.3. Provide regular medical care and appropriate emergency medical care of Large Animals to the extent reasonably necessary for the general health of the Large Animals.

3.4. Provide after-hours care for Large Animals requiring emergency medical treatment.

3.5. Maintain complete and appropriate medical records for every Large Animal receiving any medical services while confined at the shelter or livestock facility. Said records shall be housed at the Duplin County Shelter. However, only the Contractor and authorized Contractor staff shall have access to said records.

3.6. Whenever Contractor is unable to provide services under this contract due to vacation and/or sickness, Contractor shall arrange for another veterinarian to cover during those situations. Said veterinarian doctor shall fully comply with the terms of this Contract. Said veterinarian shall be compensated by Contractor out of the monies paid by County pursuant to this contract.

3.7. County is not responsible for Contractor's costs related to testifying in criminal cases regarding cruelty cases

4. **DUTIES AND RESPONSIBILITIES OF COUNTY.** The duties and responsibilities of County under this contract shall be as follows:

4.1. To timely pay Contractor for all services rendered pursuant to the terms of this contract.

4.2. To provide an identification for each and every animal serviced under this Contract.

5. **SCOPE OF SERVICES.** The parties contemplate that the services to be provided by Contractor under this contract include both routine and emergency medical services.

6. **FEE FOR CONTRACTOR'S SERVICES.** For Contractor's services under this contract, County shall pay Contractor as follows:

6.1. Fees shall not exceed the sum of ONE THOUSAND FIVE HUNDRED DOLLARS ($1500.00) PER Large Animal QUALIFYING AS CRUELTY CASES. County is not responsible for Contractor's costs related to testifying in criminal cases regarding cruelty cases.

Farm Call: $ 100
Diagnostic Exam: $65
Coggins: $39
EWT/WN: $56
Flu/Rhino: $ 30
Rabies: $15
Float Teeth: $120 + sedation (variable $30-$50)
Euthanasia: $ 160-$200
Castration: Standing $310, add anesthesia cost if necessary
Antibiotics (only when necessary): $100-$200

6.2. Prior to performing services, Contractor must have express permission of the Duplin County Supervisor of Animal Services.

7. **COMMUNICATIONS BETWEEN THE PARTIES.** Contractor shall be responsible to the Duplin County Supervisor of Animal Services or his designee for all matters arising out of this contract. Contractor shall receive instructions from the Supervisor or his designee and Contractor shall communicate any complaints about any matters arising out of this contract directly to the Supervisor or his designee.

8. **INDEPENDENT CONTRACTOR.** Contractor's relationship with County shall at all times be that of an independent contractor. Contractor shall not represent itself as an agent or employee of the County for any purpose in the performance of duties under this contract. In performing services under this contract, Contractor shall exercise her sole discretion and professional judgment in accordance with currently approved methods and practices for providing medical services.

Contractor shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of Contractor's activities in accordance with this Contract. For purposes of this Contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

9. **INSURANCE AND INDEMNITY.** To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the COUNTY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from CONTRACTOR's performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or contractors under this Contract or under contracts entered into by the CONTRACTOR in

connection with this Contract. This indemnification shall survive the termination of this Contract.

In addition, CONTRACTOR shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. Additionally, CONTRACTOR shall maintain, at its expense, malpractice, liability, and employment insurance, including but not limited to the following minimum coverage:

$1,000,000 per occurrence /$2,000,000 aggregate --- Bodily Injury Liability, and
$100,000 --- Property Damage Liability, or
$1,000,000 per occurrence /$2,000,000 aggregate---Combined Single Limit Bodily Injury and Property Damage

CONTRACTOR, upon execution of this Contract, shall furnish to the COUNTY a Certificate of Insurance reflecting the minimum limits stated above. The Certificate shall provide for thirty (30) days advance written notice in the event of a decrease, termination or cancellation of coverage. Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The CONTRACTOR shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the CONTRACTOR shall not be interpreted as limiting the CONTRACTOR's liability and obligations under the Contract.

10. **NOTICES.** Any notice of intent to terminate this agreement, or a request to modify this agreement or to modify or clarify any other matter, shall be made in writing and mailed by certified mail, return receipt requested, to the other party at the address as set forth below or as may be provided to the other party at any time hereafter.

10.1. As to the County, the present mailing address is:

Duplin County Animal Services
P.O. Box 910
Kenansville, NC 28349

With copy to:

Duplin County Attorney
P.O. Box 966
Kenansville, NC 28349

10.2. As to Contractor, the present mailing address is:

REAGAN EQUINE ASSOICATES
2404 N KERR AVE
WILMINGTON, NC 28405

11.IRAN DIVESTMENT ACT CERTIFICATION. As of the date listed below, Contractor is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C. Gen. Stat. §147.58(1). Contractor also agrees not to contract with any subcontractor that is identified on the list created by N.C. Gen. Stat. §147-86.58.

12.E-VERIFY. Contractor acknowledges that it is required to comply with any and all laws and regulations of the State of North Carolina. Contractor hereinafter confirms that it is aware of its responsibilities under Article 2, Chapter 64 of the North Carolina General Statutes related to E-Verify and that it is in compliance with said law. The Contractor also acknowledges that it shall advise Duplin County of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina General Statutes.

13.ENTIRE AGREEMENT. This contract constitutes the entire agreement between the parties and can only be modified by another written agreement signed by an appropriate official of Duplin County, the Sheriff of Duplin County, and Contractor.

14.GOOD STANDING WITH COUNTY. CONTRACTOR certifies that it is not delinquent on any taxes, fees, or other debt owed by CONTRACTOR to COUNTY. CONTRACTOR covenants and agrees to remain current on any taxes, fees, or other debt owed by CONTRACTOR to COUNTY during the Term of this Contract.

15.ANNUAL APPROPRIATIONS AND FUNDING. This Agreement may be subject to the annual appropriation of funds by the Duplin County Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, then County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement up to and through the last day of service.

IN TESTIMONY WHEREOF, County and Contractor have each caused this contract to be executed in duplicate originals, one of which is retained by each of the parties, all by authority duly had and obtained and being specifically approved by each respective party.

DUPLIN COUNTY BY:

_____

Jesse Dowe, Chairman to the Board of Duplin County Commissioners
Date: _____

Affix County Seal

Attest:

_____

Davis H. Brinson, Clerk to the Board of Commissioners

Virginia Hollingsworth Reagan

Virginia Hollingsworth Reagan
Reagan Equine Associates, DVM.
Reagan Equine Associates
Date: 6/18/21

This instrument has been preaudited on the matter required by the Local Government Budget and Fiscal Control Act.

_____

Tracy Chestnutt, Duplin County Finance Officer

AGENDA

County Commissioners
Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

Name / Department: Cooperative Extension	**Meeting Date:** July 6, 2021
Subject: Permission to apply for supplemental grant to extend support for Duplin County 4-H Prevention	
Summary, explanation and background: Cooperative Extension is seeking permission to apply for the Substance Abuse Prevention and Treatment (SAPT) Block Grant, which is being administered by the NC Department of Health and Human Services. The grant funding would extend an already existing county position, which is currently funded through Eastpointe at 29 hours/week, to a full time position. The supplemental grant's budget would include funding to extend the 29 hour/week work week for the current employee to 40 hours/week, provide benefits for a 40 hour/week work week and provide health insurance for the employee, as well as providing an increase toward expenses such as travel and supplies. The request will be for $22,000 per fiscal year and the grant would be required to be spent by March 2023. The application is due July 19, 2021 and notifications regarding funding will be sent July 30, 2021. Cooperative Extension understands that although the employee is a county employee, the position may revert back to or remain at 29 hours/week if additional grant funds cannot be obtained since county funds will not be used as the supplement to full time. With the additional time added to the position, more of the following is expected to benefit the citizens of Duplin County: merchant education meant to reduce the incidence of underage sales of items such as tobacco and alcohol, youth education meant to reduce the incidence of drug, alcohol and tobacco use, and technical support meant to provide prevention information to community centers, schools, government agencies, and others. Cooperative Extension will prepare the grant application and the project would begin as early as August 2, 2021 if approved.	
Requested Action: Approve applying for this funding through the Substance Abuse Prevention and Treatment Block Grant to extend 4-H Prevention's ability to support Duplin County from a part time position to full time position, provided grant funds are available to fund this extension.	
Budget impact for this fiscal year: (Funds available, allocation needed, etc.) None – the fiscal impact of additional time for this position will be reliant on grant funding.	
Budget impact for subsequent years: None – the fiscal impact of additional time for this position will be reliant on grant funding	
Time needed to explain to Commissioners: 5 minutes	
Attachments: 1) Invitation to apply, which includes more detail about the grant 2) Two year budget proposal	
Instructions for what to do with attachments once approved: Not necessary to return the attachments. We will need to know if the request was approved so we can move forward on the application.	

Note: Please have all signatures on any contracts, agreements, etc. prior to board meeting and give all copies to

NC Department of Health and Human Services

Division of Mental Health, Developmental Disabilities and Substance Abuse Services

Invitation to Apply: SAP Block Grant Supplemental Funding for COVID -19 Relief (December 2020)

Applications due: July 19, 2021 by 5:00pm EST

Introduction

The North Carolina Department of Health and Human Services (DHHS), on behalf of the Division of Mental Health, Developmental Disabilities, and Substance Abuse Services (DMH/DD/SAS), is soliciting applications from organizations (public, private non-profit, or private for-profit) to assist with delivery of prevention services as related to the COVID-19 pandemic.

The goal of the award is to provide supplemental funding for Prevention of Substance Misuse and its Harmful Effects on Children and Families Strategies as related to COVID-19 pandemic. Acceptable applications will include the expansion of current programs or the initiation of an innovative project. Therefore, grants are non-renewable.

Who Can Apply:

- Substance Abuse Prevention Block Grant providers
- Coalitions/Collaborative Groups

Supplemental Funding Information:

Total Anticipated Available Funding: $4,243,500 pending funding availability

Anticipated Number of Awards: Maximum of 23 awards @ $184,500 each

Anticipated Award Amount: up to $92,250 each state fiscal year

Length of Project: 20 months beginning August 2, 2021 – March 14, 2023, pending final funding availability

Application deadline: **July 19, 2021**

Funds will be awarded to the applicant with the most effective plan, realistic budget, and demonstration of ability to meet expectations. Applications will be reviewed and evaluated based on criteria set by DMH/DD/SAS staff.

Use of Funds – The COVID-19 relief funds must be used for the specific purpose for which they are awarded unless written permission is granted from DMH/DD/SAS of NC. The DMH/DD/SAS will not allow grants for construction of buildings or purchase of land.

For more information, contact:

Jessica Dicken, MSW
Section Chief
Community Wellness, Prevention, and Health Integration Team
Division of Mental Health/Developmental Disabilities/Substance Abuse Services
306 N. Wilmington
Raleigh, NC 27601
Office: **984.236.5090**
Cell: **309-242-3817** (best way to reach me during COVID)
jessica.dicken@dhhs.nc.gov

Grant proposals will be considered in the following categories as related to COVID-19's impact on the community:

- Youth Education programs
- Parent Education programs
- Environmental approaches
- Creative or innovative approaches

All applications should be anchored in Social Determinants of Health and Health Equity.

- Economic Stability
- Education
- Social and Community Context
- Health and Health Care
- Neighborhood and Built Environment

Here are some existing resources for identifying this data:

- PRIDE survey
- YRBS survey
- Local Health Department Assessments
- Block Grant needs assessment
- Division of Public Health (DPH) Alcohol Data Dashboard
- DPH-Opioid Data Dashboard 2.0
- School Report Cards
- Unintentional Poisoning data
- Local school surveys
- Focus groups
- Lock Your Meds Statewide survey

Required Activities (first 3 months):

- Augment existing Community Assessment(s) to overlay SDOH data linked to higher COVID impacts and SUD.
- Demonstrate established relationship with local treatment centers and social service organizations, as needed.
- Identify populations with increased impact (i.e., economic status, race, unemployment rates).
- Detailed Workplan entered, into a performance management and performance (impact) tracking systems.

Allowable Activities

- Youth Education – ability to incorporate how to cope with family stressors related to COVID-19
- Cannabis Education – ability to address the prevention of THC consumption.
- Environmental Strategies as related to COVID-19?
    - Youth Environmental strategies and Cannabis
    - Social access to alcohol
    - Ensuring referrals to mental health services and/or treatment (post COVID-19)
        - Family Stressors
        - Increased use of substances during COVID-19
    - Advocacy efforts (community, statewide)
    - Expansion of coalitions/collaboratives (youth engagement, TA around stimulant misuse/policy/marijuana, coalition evaluation tools)
- Infrastructure enhancements
    - Staffing
    - Technology Upgrades
    - Personal Protective Equipment/Structural modifications
- Creative or innovative approaches post-COVID-19

Guidelines for Application Submission:

Applications must be written to indicate they are clearly within the scope of the Supplemental COVID-19 Relief priorities to be considered. Any applications that do not meet these qualifications will NOT be reviewed.

- **Scope of work** for each proposed project (5-page limit)
- **Budget** broken out by state fiscal years, including:
    - **August 2, 2021-June 30, 2022**
    - **July 1, 2022-March 14, 2023**

Schedule of Events

Date	Event
May 17, 2021	Distribution of Invitation to Apply
June 1 & 2, 2021	Information sessions
June 7, 2021	Last day for emailed questions by EOB
June 14, 2021	Responses to questions and general clarifications distributed
July 19, 2021	Applications due by 5:00 pm via email
July 30, 2021	Notification of selected applicants

Applications must be prepared in accordance with the instructions outlined in this section and elsewhere in this Invitation to apply. Please submit your application via email **by EOB, July 19, 2021** to:

Jessica Dicken, MSW
Section Chief
Community Wellness, Prevention, and Health Integration Team
Division of Mental Health/Developmental Disabilities/Substance Abuse Services
jessica.dicken@dhhs.nc.gov

It is solely the applicant's responsibility to: (1) Ensure all required and necessary information, documents and attachments are included prior to submitting a response; (2) Ensure applications are received via email by 5:00 p.m. Late applications will not be accepted. The Division will not be held responsible for any mail or delivery service delivering an application prior to the stated due date and time. No faxed responses will be accepted or considered. Due to COVID-19 the offices are temporarily closed!

Questions regarding this Invitation to Apply may be submitted either at the Information Session or via email no later than close of business (5:00 pm) on June 7, 2021. Emailed questions should be addressed to jessica.dicken@dhhs.nc.gov Responses to any questions received via email will be distributed to all eligible applicants by June 14, 2021.

Grant Application Review Criteria:
Grant Applications are evaluated by a review panel of DMH/DD/SAS staff. Proposals not meeting funding guidelines will not be considered by the panel.

Administrative and Eligibility Review guidelines are as follows:

- All applications are reviewed for their completeness and compliance with the guidelines. If incomplete or non-compliant with stated guidelines, the application will be disqualified.
- The Review Panel will determine if an application does not qualify as prevention or the science is too basic. They will also determine whether proposals fall within the scope of the COVID-19 funding priorities to be considered by the Review Panel according to the following criteria:

- Clarity of specific strategies and significance to COVID-19 and Substance Use and Misuse prevention
- Relevance of supporting data
- Competence of agency personnel to deliver the allowable strategies.
- Appropriateness of project size to resources and timeline
- Budget will be based on:
  - Does this project contribute significantly to the field of Substance Abuse prevention and post COVID-19 relief efforts?
  - Potential for future impact on the field, given the innovative nature of the project.
  - Will this new knowledge make a useful contribution to the field of prevention?
  - Achievability of the project's aims within the 21-month time frame.

Reviewer comments will be shared with applicants upon request.

Application Format:

Applications should be prepared as simply as possible and provide a straightforward, concise description of the applicant's capabilities, collaborations, and partnerships. The entire Narrative, which includes the Assessment, Organizational Capacities, Planning Approach, Implementation Plan and Evaluation Plan sections must be no more than ten (10) pages and must be single-spaced in a minimum of 12-point font. The complete application should be submitted by the Prevention Director.

The application must be organized into the following major sections:

Section	Title
I	Letter of Transmittal on Agency Letterhead w/signature
II	Applicant Information
III	Program Narrative
IV	Budget and Budget Narrative
V	Letters of Commitment
VI	Attachments

Section I: Letter of Transmittal

A letter of transmittal with the original signature of the Prevention Director must be included.

Section II: Applicant Information

The following for each entity must be included:

MCO/Substance Abuse Prevention Provider(s)

- Prevention Provider Agency Name

- Prevention Provider Agency Executive Director
- Prevention Provider Designee/Point of Contact for this Application with Contact Information (Email and Phone)
- Prevention Provider Agency Address
- Prevention Provider Telephone and FAX Numbers
- Counties Served by Prevention Provider
- Prevention Provider Website

County/Community Coalition or Collaborative

- Coalition/Collaborative Agency Name
- Coalition/Collaborative Agency Director/Coordinator
- Coalition/Collaborative Agency Designee/Point of Contact for this Application with Contact Information (Email and Phone)
- Coalition/Collaborative Agency Address
- Coalition/Collaborative Agency Telephone and FAX Numbers
- County(ies) Served by this Coalition/Collaborative
- Collaborative Agency Website

Other Involved Key Stakeholder(s)

- Please provide relevant information (such as above) for any other key entities that are involved with this application

Section III: Program Narrative (maximum 10 pages, excluding attachments)

The following Program Narrative is to be completed according to the descriptions provided in each section:

SAPBG Provider Info

Provide a brief work scope, specify evaluation plan, who will deliver the services with credentials and budget request to spend a portion of this money ASAP. Think about what you can reasonably spend within the usual parameters of the block grant.

The application should not exceed 10 pages, excluding the budget and attachments. An in-depth work scope and budget will be requested after initial funding.

New applicants and those considering an Innovative approach are required to submit the following information:

- A description of services/strategies to be implemented, an evaluation plan and budget. Letters of commitment can be included in the appendix. An in-depth work scope and budget will be requested after initial funding.
- Applications should be typed in no smaller than 11-point font size in Arial or Times New Roman. Applications with smaller fonts will be automatically disqualified.
- Supplemental information such as letters of commitment should be included in the appendix of the application.

- A complete application no longer than 10 pages, which does not include the budget and attachments.

All applicants are required to answer the following questions when writing the narrative:

Assessment:

- What has been the impact of COVID-19 on your community?
- Which population is impacted most by COVID-19?

Implementation:

- Which approach(es) will best impact COVID-19 problems identified in your community?
- What is the implementation plan?
- Which strategy or strategies best meet the needs of your target audience?

Capacity:

- How do you plan to build capacity?
- What resources/community partners are available in the community to assist with the impact of COVID-19?
- How will your community partners be engaged to ensure success?

Evaluation:

- How will success be measured?
- How will your community partners be engaged to ensure sustainability?
- What is your sustainability plan?

Section IV: Budgets

Up to $184,500 is available for this 21-month project during state fiscal years 22 and 23. The budget should specify how funds will be spent, why these costs are justified and necessary to conduct the proposed initiative and that the costs are reasonable and appropriate for the level of effort proposed. Distinction should be made between start-up costs and an ongoing operating budget for this fiscal year. *Applicants may include indirect costs up to 10% of the grant, assuming these costs are not included in any other budget line item*. Expenditures for direct project-related costs should be main utilization of this funding and this funding cannot supplant any existing funding. As these are federal funds, recipients must be non-profit entities.

Two (2) separate budget proposals must be submitted with this application. A budget should be submitted for the remainder of the state fiscal year 21-22, as well as for next state fiscal year 22-23. Each budget should be based on anticipated actual costs and cannot exceed $92,250 per state fiscal year. Detailed line-item budgets that provide justification for expenditures must be submitted utilizing the attached budget template (Appendices B and C).

Section V: Letters of Commitment

Applicants must demonstrate commitment from at least one treatment center and/or social service organization that articulates their willingness to provide services to youth and or adults experiencing stress due to the COVID-19 pandemic, **as needed.** Applicants must demonstrate collaboration with one or more prevention provider agencies, as well as with existing coalitions and community organizations. Evidence of such collaboration can be provided through attached letters of support or other similar attestations.

Section VI: Attachments

- Attachment A: Policy Compliance Statements
- Attachment B: Project Timeline
- Attachment C: Example of a Two-Year Project Budget
- Attachment D: Application Checklist

Submit all applications via email to Jessica Dicken at jessica.dicken@dhhs.nc.gov **no later than EOB, July 19, 2021.**

Separate applications must be submitted for each identified community in which services are proposed.

Failure to meet any of the above eligibility criteria and requirements will cause the application to be deemed ineligible.

Selection and Notification Procedures

Applicants must demonstrate capability and capacity to implement their proposal by responding to all sections of this Invitation to Apply. Applications that are incomplete or do not follow the required format will be determined ineligible for review.

Each application that is received prior to the deadline and meets formatting and content requirements will be reviewed by a Panel comprised of various staff from the Division of Mental Health, Developmental Disabilities and Substance Abuse Services. It is the Division's intent to provide funding for 23 separate initiatives; however, only those applications that meet Grant specific criteria will be funded. *Continuation awards will depend on the availability of funds, progress in meeting project goals and objectives, timely submission of required data and reports, and compliance with all terms and conditions of the award*. Notification by email will be provided to all applicants by July 30, 2021 **regarding approval or denial of their application(s)**. Allocation letters for successful applications will be processed and sent to entities such as LME/MCOs that will host the funded proposals.

Appendix A: Signed Statement of Compliance

All eligible applicants are invited to apply and attest to comply with the following provisions:

- Refusal of Funds from Alcohol, Tobacco, Electronic Vapor Product and/or Marijuana Entities - The applicant and/or its affiliate(s) agree that it shall not accept any grant or anything else of value from any alcohol, tobacco, electronic vapor product and/or marijuana manufacturer, distributor, or other alcohol, tobacco, electronic vapor product or marijuana related entity.
- No Harm reduction initiatives - The applicant agrees that strategies should be aimed at efforts to prevent alcohol and e-cigarette and/or marijuana use and should not focus efforts to reduce the negative consequences associated with such use (e.g., promoting a campaign designed to encourage sober friends to safely escort intoxicated 18-20-year-old people home).

Signature **Title**

Contractor Name **Date**

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

Appendix B: Project Timeline

The following template is an example of a timeline to be included within the Program Narrative. **PLEASE INCLUDE ADDITIONAL TASKS ON THIS TIMELINE.**

EXAMPLE TEMPLATE:

Tasks		Funding: August 2, 2021 – June 30, 2022			
		Q 1 Aug-Sept	Q2 Oct-Dec	Q3 Jan-Mar	Q4 Apr-Jun
Task 1	Receive funds from DMH	X			
Task 2	Hire staff FTE Project Coordinator	X	X		
Task 3	Attend Training/TA on Needs Assessment & Data Collection	X	X		
Task 4	Work on Needs Assessment /Data Collection/Community Readiness	X			
Task 5	Identifying Key stakeholders/partners	X			
Task 6	Needs Assessment Due	X			
Task 7	Building Capacity	X	X	X	X
Task 8	Plan to implementing interventions throughout the community after September 30, 2021		X	X	X

Appendix C: Example of a Two-Year Budget

The following budget is an <u>example</u> for use when projecting budgets for FY 22.

DMH/DD/SAS Program Budget Proposal and Budget Narrative

for Federal Fiscal Year 2022 (August 2, 2021 – June 30, 2022)

Name of Applicant:

Name of Initiative:

Name of Contracted Agency Applicant:

Award of up to $92,250

Expenditure Budget:

Category	Expenses	Narrative Detail
		Add lines to detail each item as needed
Human Resources		
Salary/Wages/Benefits		
Contracted Personnel		
Consulting or other Professional Services		
Total Human Resources		
Equipment		Specify purchased or leased, one-time or ongoing expenditures
Communication (phones, fax, postage)		
IT (Computers, copiers)		
Vehicle		
Furniture		
Equipment Insurance		
Equipment Repair and Maintenance		
Other:		
Total Equipment		
Facility		
Rent		
Utilities		
Other:		
Total Facility		

Supplies and Materials		
Office Supplies and Materials		
Computer Supplies, Materials, and Software		
Janitorial Supplies and Materials		
Service Related Supplies and Materials		
Promotional Items		
Printing, Copying, and Reprints		
Data Collection and Evaluation		
Meetings Expenses		
Other:		
Total Supplies and Materials		
Travel		
Staff/Contract Personnel Travel		
Staff Lodging/Meals		
Total Travel		
Staff Development/Training		
Communications/Public Education		
Publications		
PSA/Ads		
Total Media/Communications		
Total Expenditures		

Other Funding Sources:

Category	Revenues	Narrative Detail
Total Revenues		

The following budget is an example for use when projecting budgets for FY 23.

DMH/DD/SAS Program Budget Proposal and Budget Narrative

for Federal Fiscal Year 2023 (July 1, 2022 – March 14, 2023)

Name of Applicant:

Name of Initiative:

Name of Contracted Agency Applicant:

Expenditure Budget:

Award of up to $92,250

Category	Expenses	Narrative Detail
		Add lines to detail each item as needed
Human Resources		
Salary/Wages/Benefits		
Contracted Personnel		
Consulting or other Professional Services		
Total Human Resources		
Equipment		Specify purchased or leased, one-time or ongoing expenditures
Communication (phones, fax, postage)		
IT (Computers, copiers)		
Vehicle		
Furniture		
Equipment Insurance		
Equipment Repair and Maintenance		
Other:		
Total Equipment		
Facility		
Rent		
Utilities		
Other:		
Total Facility		
Supplies and Materials		
Office Supplies and Materials		

Computer Supplies, Materials, and Software		
Janitorial Supplies and Materials		
Service-Related Supplies and Materials		
Promotional Items		
Printing, Copying, and Reprints		
Data Collection and Evaluation		
Meetings Expenses		
Other:		
Total Supplies and Materials		
Travel		
Staff/Contract Personnel Travel		
Staff Lodging/Meals		
Total Travel		
Staff Development/Training		
Communications/Public Education		
Publications		
PSA/Ads		
Total Media/Communications		
Total Expenditures		

Other Funding Sources:

Category	Revenues	Narrative Detail
Total Revenues		

Appendix C: Example of a Two-Year Budget

The following budget is an example for use when projecting budgets for FY 22.

DMH/DD/SAS Program Budget Proposal and Budget Narrative

for Federal Fiscal Year 2022 (August 2, 2021 – June 30, 2022)

Name of Applicant:

Name of Initiative:

Name of Contracted Agency Applicant:

Award of up to $92,250

Expenditure Budget:

Category	Expenses	Narrative Detail
		Add lines to detail each item as needed
Human Resources		
Salary/Wages/Benefits	$19,076.00	$19,076.00
Contracted Personnel		
Consulting or other Professional Services		
Total Human Resources	**$19,076.00**	
Equipment		Specify purchased or leased, one-time or ongoing expenditures
Communication (phones, fax, postage)		
IT (Computers, copiers)		
Vehicle		
Furniture		
Equipment Insurance		
Equipment Repair and Maintenance		
Other:		
Total Equipment	**0**	
Facility		
Rent		
Utilities		
Other:		
Total Facility	**0**	

Supplies and Materials		
Office Supplies and Materials		
Computer Supplies, Materials, and Software		
Janitorial Supplies and Materials		
Service Related Supplies and Materials	$1,000.00	Educational supplies
Promotional Items		
Printing, Copying, and Reprints		
Data Collection and Evaluation		
Meetings Expenses		
Other:		
Total Supplies and Materials	**$1,000.00**	
Travel		
Staff/Contract Personnel Travel	$1,000.00	
Staff Lodging/Meals		
Total Travel	**$1,000.00**	
Staff Development/Training	**$924.00**	Training expenses to continue and enhance professional development
Communications/Public Education		
Publications		
PSA/Ads		
Total Media/Communications		
Total Expenditures	**$22,000.00**	

Other Funding Sources:

Category	Revenues	Narrative Detail
Grant	$33,205.32	Eastpointe grant
Total Revenues	**$33,205.32**	

The following budget is an example for use when projecting budgets for FY 23.

DMH/DD/SAS Program Budget Proposal and Budget Narrative

for Federal Fiscal Year 2023 (July 1, 2022 – March 14, 2023)

Name of Applicant:

Name of Initiative:

Name of Contracted Agency Applicant:

Expenditure Budget:

Award of up to $92,250

Category	Expenses	Narrative Detail
		Add lines to detail each item as needed
Human Resources		
Salary/Wages/Benefits	$19,076.00	Same as FY 21-22 amount to allow for salary and benefit changes that are currently unknown.
Contracted Personnel		
Consulting or other Professional Services		
Total Human Resources	**$19,076.00**	
Equipment		Specify purchased or leased, one-time or ongoing expenditures
Communication (phones, fax, postage)		
IT (Computers, copiers)		
Vehicle		
Furniture		
Equipment Insurance		
Equipment Repair and Maintenance		
Other:		
Total Equipment		
Facility		
Rent		
Utilities		
Other:		
Total Facility		
Supplies and Materials		

Office Supplies and Materials		
Computer Supplies, Materials, and Software		
Janitorial Supplies and Materials		
Service-Related Supplies and Materials	$1,000.00	Educational supplies
Promotional Items		
Printing, Copying, and Reprints		
Data Collection and Evaluation		
Meetings Expenses		
Other:		
Total Supplies and Materials	**$1,000.00**	
Travel		
Staff/Contract Personnel Travel	$1,000.00	Travel
Staff Lodging/Meals		
Total Travel	**$1,000.00**	
Staff Development/Training	**$924.00**	Training expenses to continue and enhance professional development
Communications/Public Education		
Publications		
PSA/Ads		
Total Media/Communications		
Total Expenditures	**$22,000.00**	

Other Funding Sources:

Category	Revenues	Narrative Detail
Grant	$33,205.32	Eastpointe grant (based on 2021-22 allocation)
Total Revenues	**$33,205.32**	

AGENDA

County Commissioners
Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

Name / Department: TAX ADMINISTRATION	Meeting Date: JULY 6, 2021
Subject: SURPLUS PROPERTY – PARCEL 09-2112	

Requesting approval of final bid and authorizing attorney to prepare a deed for transfer of property:

Mr. Gary Rose, Tax Administrator, will appear before the Board to request the final sale of surplus property, **Parcel # 09-2112**, located off Pasture Branch Road in Island Creek Township.

A final bid was submitted on **June 9, 2021** in the amount of **$1,600.00** from **Talore Saron Denise Stokes and L'nette Sharone Stokes (mother and daughter)** for this parcel of land Duplin County obtained through foreclosure on August 5, 2019. This bid is less than the original bid amount of $2,556.00. The current tax value for this parcel is $7,700.00. The Board may accept this final bid and authorize the county attorney to prepare a deed for the transfer of the property contingent on full payment by bidder or they may reject the bid.

Requested Action:

Accept and authorize the county attorney to prepare a deed for the transfer of the property to Talore Saron Denise Stokes and L'nette Sharone Stokes (mother and daughter) for the final bid of $1,600.00 or reject the bid.

Budget impact for this fiscal year: (Funds available, allocation needed, etc.)

Budget impact for subsequent years: (Funds available, allocation needed, etc.)

Time needed to explain to Commissioners: Five to ten minutes.

Attachments: Bid sheet, map, and property record card

Instructions for what to do with attachments once approved:

Note: Please have all signatures on any contracts, agreements, etc. prior to board meeting and give all copies to Trisha-Ann Hoskins by the agenda deadline. Remember, one original will be retained for the minutes.

OFFER TO PURCHASE COUNTY OWNED SURPLUS LAND

Date: 6/9/21

This letter is an "Offer to Purchase" the below described land.

Tax Parcel ID#: 09-E2112 Township: Island Creek

Offer Amount: $ 1600.00 Bid Deposit Amount (5%): $ 80.00

Method of Deposit: 20.00 Cash _____ Check (Check #_____) Must be Certified Check

If approved by the Duplin County Board of Commissioners, please **make the deed out to:**

Talore Saran Denise Stokes
Linette Sharone Stokes

Phone Number: 910-284-3467 Alternate Number: 910-296-8786
(Please include area code)

Marital Status: _____Single X Married _____Divorced _____Widow
(Please check one)

If more than one name will be listed on the deed provide the relations of the names listed:

Linette Sharone Stokes - Mother
Talore Saran Denise Stokes - Daughter

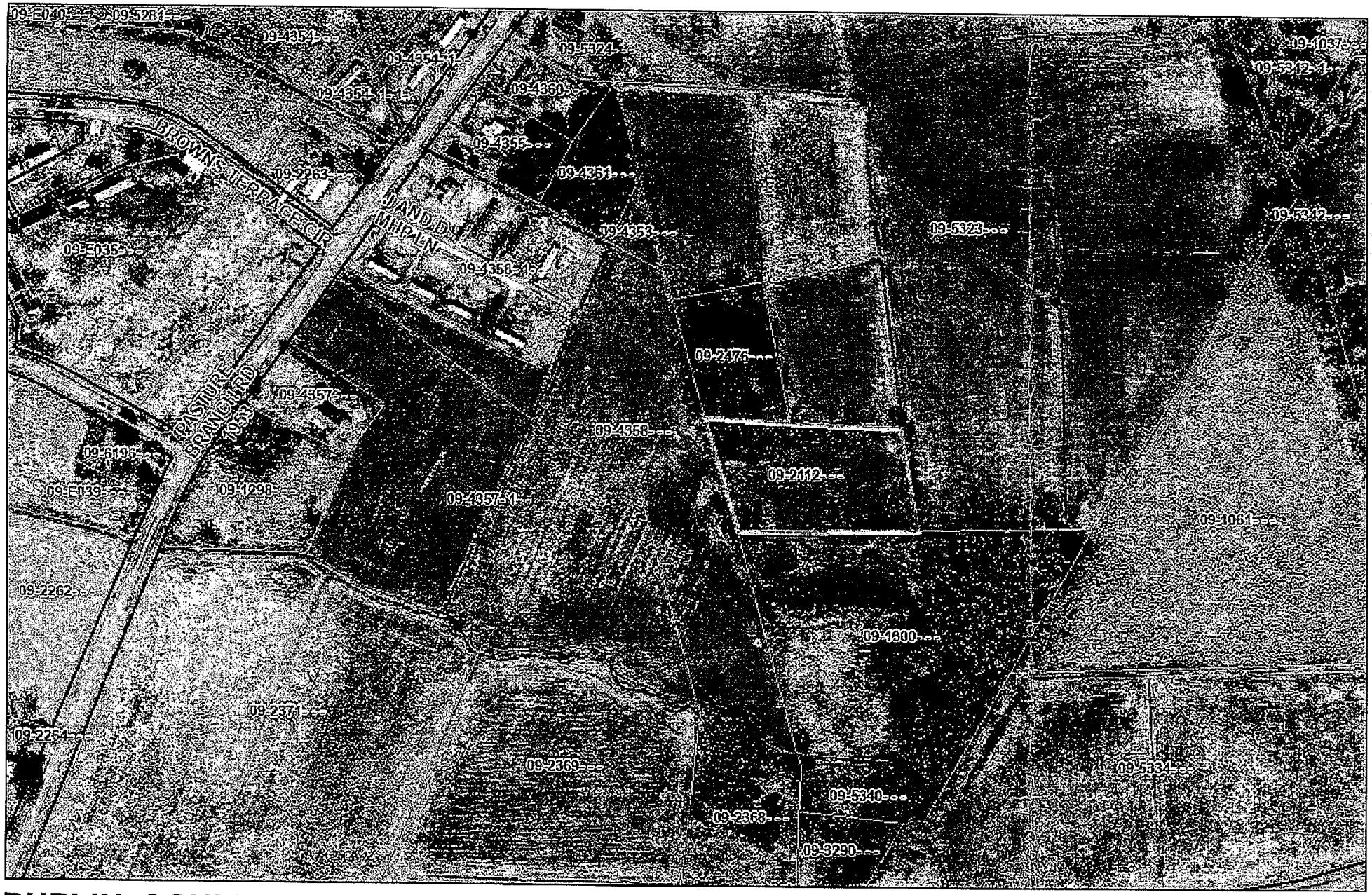
Mail refund check (if offer is upset by another party or Board rejects offer) to:

Linette S. Stokes
PO BOX 1305
Rose Hill, NC 28458

I/We, the interested Buyer(s), understand it takes anywhere from 30-45 days for final approval after the Upset Bid process. The property will be sold **"AS IS"** and a Special Warranty Deed will be prepared transferring ownership. If the offer is withdrawn during the process by the Bidder/Buyer, the County will retain the bid deposit. If the Board rejects an offer, the bid deposit will be refunded.

Buyer shall be responsible for all cost with respect to the recording fee and any associated excise taxes due upon recording. Buyer shall pay said cost to County, in addition to the purchase price, within 30 days of final approval of the sale by the Board of Commissioners. Buyer hereby authorizes the County to prepare the deed in accordance with the Offer of Purchase County Owned Surplus Land and record same with the Duplin County Register of Deeds.

Linette S. Stokes Date 6/9/21
Signature of Offeror



DUPLIN, COUNTY OF

Parcel #: 09-2112- - -
Account #: 2033813
Deed Ref: 1901/784 2020
Year Built: 0
Deeded Acres: 1.53
Last Sale Date: 2019/08/05
Year Built: 0

Property Address: OFF 1953
Mailing Address: PO BOX 910 KENANSVILLE NC 28349
Year Built: 0
Last Sale Price: $2,556
Assessed Value: 7700
Property Class: 1
Heat SQ Feet: 0

Misc. Imprv Value: $0
Fire Code:
Notes: 2020:ALLEN RAY HALL & BARTHOLOMEW TURLOW HALL 2020:CORR
Remarks:
Land Value Only: $7700

DUPLIN COUNTY GIS

DISCLAIMER: April 9, 2021
The information gathered from this site is for informational purposes only and the map(s) printed from this site should NOT be used as or in place of an actual survey. The map(s) should NOT be used in sales or conveyances.
Generated by http://gis.duplincountync.com

2001

PRIOR PARCEL NO. 09-1589- - - -

09-2112- - -
ISLAND CREEK
DUPLIN, COUNTY OF

DUPLIN COUNTY, NC
PROPERTY RECORD CARD

RUN DATE: 04/09/2021 TIME: 09:47

PROPERTY I.D.: 09-2112- - -

PIN 09-3329-03-20-3773- ROUTE NO 0157

MAP	113	CODE	
INS		P/C	1
BLK.		BOOK	1901
SUF.		PAGE	784
LOT	0090	TAX YR.	2020
SUB		TX. CD.	3

P ADD	OFF 1953
OWNER	DUPLIN, COUNTY OF
NAME	
&	PO BOX 910
ADD	KENANSVILLE NC 28349-
ACCT. NO.	2033813

LAND DATA 241 (CONT'D): TYPE: ACRES:

ACRES							
WIDTH							
DEPTH							
CARD TOT							

YR. BLT.			
EFF YR			
GRADE			
% GR			
TYP-S			
DEPR. COND.			
L.S			
INDICATOR			

REMARKS:

OTHER APPRAISAL DATA:

ADJUST.			
FACTOR			
LUMP SUM			
2ND LUMP			
LAND VALUE	7700		
BLDG VALUE			
TOTAL VALUE	7700		

ATTIC:

NO. RMS.			
% FIN			
L.S.			
INDICATOR			

BASEMENT:

TOT AREA			
FIN. AREA			
L.S			
INDICATOR			

OBSOLESCENCE:

FUNC.			
ECON			

PRIMARY STRUCTURE:

CONST.			
STY.			
AREA			
CONST II			
CONST III			

ADDITIONS:

NUMBER			
CONST 2			
STY 2			
S.F. 2			
CONST. 3			
STY 3			
S.F. 3			
CONST. 4			
STY 4			
S.F. 4			
CONST. 5			
STY 5			
S.F. 5			
PERI. METER			
GR. AREA			

DORMERS:

NO. FRT.			
% FRT			
NO. SIDE			
% SIDE			
NO. REAR			
% REAR			
L.S.			
INDICATOR			

FIREPLACES:

HOUSE OR.			
BSMT. OR.			
CHIMNEYS			
L.S.			
INDICATOR			

ROOF:

MATL-1			
MATL-2			
TYPE			
L.S.			

FUEL:

TYPE-1			
TYPE-2			
L.S.			

HEATING-A/C:

H.A. FORCE			
H.A. GRAV.			
H WATER			
FL. FURN			
RADIANT			
BASEBD			
HEAT PUMP			
WALL UNIT			
NO HEAT			
GEN A/C			
L.S.			
INDICATOR			

FARM TYPES:

1	H	F	
N	N	N	

PLUMBING:

5 FIX			
4 FIX			
3 FIX			
2 FIX			
EX. W.C.			
EX. SINK			
L.S.			
INDICATOR			

GARAGES:

1-CODE			
AREA			
RATE			
GRADE			
% DEPR.			
2-CODE			
AREA			
RATE			
GRADE			
% DEPR.			
3-CODE			
AREA			
RATE			
GRADE			
% DEPR.			
L.S.			
INDICATOR			

PORCHES:

1-CODE			
AREA			
QUALITY			
2-CODE			
AREA			
QUALITY			
3-CODE			
AREA			
QUALITY			
4-CODE			
AREA			
QUALITY			
5-CODE			

PORCHES: (Con't.):

AREA			
QUALITY			
L.S.			
INDICATOR			

MISC. IMPROVEMENTS:

1-CODE			
UNITS			
RATE			
GRADE			
% DEPR			
YEAR			
VALUE			
2-CODE			
UNITS			
RATE			
GRADE			
% DEPR.			
YEAR			
VALUE			
3-CODE			
UNITS			
RATE			
GRADE			
% DEPR.			
YEAR			
VALUE			
4-CODE			
UNITS			
RATE			
GRADE			
% DEPR.			
YEAR			
VALUE			

STRUCTURE:

FND-1			
FND-2			
BSMT. ENT.			
PL. WALL			
DRYWALL			
PAN. PEN.			
UNK. WALL			
HRD. FL.			
TILE FL.			
CARPET/ SUB FL.			
UNIT FL.			
PINE FL.			

DATA:

PLA. BUILT			
PLA. VALUE			
TOT PLA			
BSMT. AREA			
BSMT. GRADE			
TOT LIV			

TOPOGRAPHY:

DEVIATE			
ROLLING			
FLAT			

LAND DATA: 241

FLOOR			

BUILDING CHANGES:

DATE			
MONTH			
DEPR			
% GOOD			
COMPLETED			

GEOGRAPHIC DATA:

MAP			
TOWNSHIP			
ZONING			
DEV.			
STATE CODE			
ECON. CODE			

SUMMARY LS: COST:

BASE VALUE	
ATTIC	
BASEMENT	
DORMERS	
FIREPLACES	
ROOF MATL.	
FUEL	
GARAGES	
HEAT-A/C	
BUILT-INS	
PLUMBING	
PORCHES	
WELL	
SEPTIC	
RCN TOTAL	
DEPRECIATION	
OBS. F/E	
RCLND	
LCF	
MISC. IMP.	
A.C. VAL + IMPR.	
LAND VAL.	7700
MISC. COST	
TOTAL COST VALUE	7700
PREV. LD. VAL.	900
PREV. LAND	7200
PREV. IMPRV.	
DEED DATE	8/05/19
SALE PRICE	2556
SALE TYPE	7
COST VAL.	7700
MRA VAL.	
CORR. VAL.	
FINAL VALUE	7700
DATE	12/11/20
ID. TG	CODE 1

NO SKETCH DATA AVAILABLE

BUILDING DIMENSIONS: SCALE: X-1: 0 Y-1: 0

PROPERTY DESCRIPTION & CONVEYANCES

2020:ALLEN RAY HALL &
BARTHOLDMEW FURLON HALL
2020:CORRECTED LAND DATA

SALES

MISCELLANEOUS INFORMATION:

TRANSIT STATUS			TOWN CODE	100%	TOWN VALUE
LAST PARCEL # USED			FIRE CODE		FIRE VALUE
CURRENT YEAR:	04/09/21				

FORM P28-1

DUPLIN COUNTY --- 2017 REVALUATION

AGENDA

County Commissioners
Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

Name / Department: TAX ADMINISTRATION	Meeting Date: JULY 6, 2021
Subject: AGREEMENT WITH TOWN OF WALLACE TO COLLECT TAXES	
Summary, explanation and background: The Town of Wallace seeks to enter into an agreement for Duplin County to collect property taxes for the town.	
Requested Action: Approve and accept the agreement.	
Budget impact for this fiscal year: (Funds available, allocation needed, etc.)	
Budget impact for subsequent years: (Funds available, allocation needed, etc.)	
Time needed to explain to Commissioners: Five to ten minutes.	
Attachments: Copy of the agreement.	
Instructions for what to do with attachments once approved:	

Note: Please have all signatures on any contracts, agreements, etc. prior to board meeting and give all copies to Jaime Carr by the agenda deadline. Remember, one original will be retained for the minutes

INTERLOCAL AGREEMENT FOR COLLECTION OF TAXES BETWEEN COUNTY OF DUPLIN AND TOWN OF WALLACE

This contract, made and entered into this the 22day of April 2021 2021 by and between COUNTY OF DUPLIN, a body politic and corporate of the State of North Carolina, hereinafter referred to as the "COUNTY ", party of the first part, and the TOWN OF WALLACE, a municipality duly incorporated under the laws of North Carolina, hereinafter refenced to as the 'TOWN", party of the second part.

WITNESSETH:

WHEREAS, the governing body of the COUNTY has found and determined that it is in the public interest and for the public benefit to provide for collection by the COUNTY of real estate taxes and personal property taxes levied by the TOWN on property located within Duplin County;

WHEREAS, the Duplin County Board of Commissioners has found and determined that the COUNTY has the means to provide for the collection of taxes levied by the TOWN on property located within Duplin County, and that such an undertaking will not impair COUNTY tax collection or otherwise be detrimental to the public interest;

WHEREAS, the WALLACE Town Council has found and determined that it is in the public interest and for the public benefit to have the COUNTY collect real estate taxes and personal property taxes levied by the TOWN on property located within Duplin County;

WHEREAS, pursuant to North Carolina General Statutes §160 A-461, local governments may enter into a contract in order to execute an undertaking providing for the contractual exercise by one unit of any power, function and right, including the collection of taxes, of another unit; and

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and of the mutual benefits to result there from, the parties hereby agree as follows:

PURPOSE: The purpose of this Agreement is to establish an inter-local undertaking, as provided in N.C. Gen. Stat., Chapter 160A-461, whereby the COUNTY collects taxes duly and lawfully ordained and levied by the governing body of the TOWN on property located within Duplin County. The methods and procedures which shall be followed by the COUNTY and the TOWN to implement this undertaking shall be as follows:

(a) The COUNTY shall remit to the TOWN any and all, to include principal, penalties, and sums collected under this Agreement on behalf of the TOWN for the current and previous tax years, except that the COUNTY shall retain any compensation due from the TOWN for the remittance period, as provided in this agreement;

(b) Records maintained by the Tax Collector shall show separately the amount collected on behalf of each taxing u nit and such records shall be available at any time to each taxing unit;

(c) Separate bonds shall be given by the Tax Collector, one in his capacity as the Duplin County Tax Collector and one in his capacity as Town of Wallace Tax Collector. Separate bonds shall also be given by such of said Tax Collector's Assistants and Clerks as may be designated by each of the taxing units so that said persons may be held to properly account to and settle with each taxi ng unit as provided by law. Each taxing unit shall approve those bonds given for its protection. COUNTY shall pay the premium required therefore for the cost of the bond as the COUNTY Tax Collector;

(d) The Tax Collector shall mail only one bill to a taxpayer within the purview of the Contract, whether that taxpayer owes taxes to either of the taxing units or to both;

(e) The Tax Collector shall endeavor to the best of his ability to mail the tax bill by July 15th of each year, but shall be mailed no later than August 15th of each year;

(f) The COUNTY shall audit all tax records as required by law including the ones provided under this Agreement;

(g) The Tax Collector shall report delinquent tax bills due the TOWN in the same manner provided by COUNTY rules for delinquent COUNTY taxes.

(h) Penalties and interests collected, proceeds recovered from tax foreclosures and sales pursuant thereto, and discounts, settlements, or compromises allowed shall be apportioned between the COUNTY and the TOWN pro rata in proportion to each taxi ng u nit's share of the principal amount, which was the basis of said collections, recoveries, or allowances;

(i) The County Finance Officer shall remit to the Finance Director of the TOWN all taxes due the TOWN, as collected by COUNTY, on a monthly basis;

(j) The Tax Collector reports only to the County Manager and the Duplin County Board of Commissioners;

being filed. The TOWN shall not accept any monies from taxpayers on accounts sent to the Duplin County Attorney;

(f) The TOWN may publish a separate advertisement for its delinquent taxes at its own expense;

(g) The TOWN will use the same discount schedule that the COUNTY uses;

(h) All tax monies owed to the TOWN for 2021 taxes and thereafter, for so long as this Agreement remains in effect, shall be taken or collected only by the COUNTY;

(i) The TOWN must provide situs, values, addresses, and other information to the COUNTY for inclusion in the tax bills prior to June 30th each year under this Agreement;

FORECLOSURES: If a delinquent bill is due to both the COUNTY and the TOWN, the County Attorney is authorized to bring an action for foreclosure on both tax liens in the name of both parties hereto. If the delinquent bill is owed only to the TOWN, the foreclosure will be brought in the name of the TOWN only by the County Attorney. The costs of such actions will be borne by each taxing unit pro rata in proportion to its share of the total tax bill delinquent. In the event said property is purchased by the COUNTY or TOWN at the tax sale then pursuant to N.C. Gen. Stat. § 105-376 neither party shall pay the taxes to the other until the property is resold. If purchased by the TOWN at the tax sale, the property shall be put into the name of the TOWN but may be listed on the COUNTY website for sale; in such case, the TOWN is otherwise responsible for all aspects of administering sale of the property. The sale of the property shall be handled pursuant to N.C. Gen. Stat. §160A-268 at an amount agreed to by both the COUNTY and TOWN.

DURATION: This Agreement shall endure so long as the parties hereto exist and have the power to make and maintain such agreement unless this Agreement is sooner terminated as hereinafter provided.

APPOINTMENTS:

(a) The appointment of the Duplin County Tax Collector as the Tax Collector of the TOWN shall be made by the governing body of the TOWN in accordance with the provisions of N.C. Gen. Stat.§105- 349;

(b) The Duplin County Board of Commissioners by resolution shall approve such an appointment. The appointment, its approval and acknowledgement thereof will be entered into the minutes of the appropriate proceedings of each of the governing bodies of the parties hereto;

(a) This Contract may be terminated by either party upon written notice duly authorized by its governing body of one party to the other prior to the first day of April in any year during the term of this Contract.

(b) Failure on the part of the TOWN or its governing body to accomplish any act required by the North Carolina General Statutes before taxes may be legally collected, including but not limited to failure to appoint the Tax Collector of Duplin County as its Tax Collector or failure to tum over tax receipts to said Tax Collector, shall be deemed a termination of this Contract and relieve all parties of any further obligation there under.

(c) This Contract may be terminated by either party for cause, with thirty (30) days prior written notice, if the other party breaches any term or condition set forth herein and fails to remedy the breach within fifteen (15) days after being notified thereof.

EFFECTIVE DATE: This Contract shall be effective beginning July 1, 2021 and continuing in duration unless amended or terminated pursuant to the terms of this Contract.

THEREFORE, the parties hereunto have set their hands and seals the said year first above written.

Town Manager

Chairman, Board of Commissioners

Town Clerk

County Clerk

AGENDA

NC COOPERATIVE EXTENSION

N.C. A&T STATE UNIVERSITY

NC STATE UNIVERSITY

DUPLIN COUNTY CENTER

The Cultivator

A Review of May 2021

Duplin County Center
PO Box 949
Kenansville, NC 28349
Phone : 910.296.2143
Fax: 910.296.2191

Amanda Hatcher
County Extension Director, Livestock

Walter Adams
Agriculture & Natural Resources Technician

Wanda Hargrove
Secretarial: Agriculture, Livestock, Facilities Coordinator

James Hartsfield
Area Specialized Agent, Farm Management—NC A&T State

Tom Hroza
Horticulture

Bridget Huffman
4-H Youth Development

Charmae Kendall
4-H Program Assistant Agriculture/Livestock

Della King
Agriculture, Field Crops

Sydney Knowles
Family & Consumer Sciences
Duplin and Sampson Counties

Stephanie McDonald-Murray
EFNEP Southeast District Supervisor

Adam G. Ross
Livestock, Forages, 4-H Youth Livestock

Jasmine Williams

Website: http://duplin.ces.ncsu.edu
Duplin County Center-NCCE Facebook: www.facebook.com/DCCooperativeExtension/
4-H Facebook: www.facebook.com/pages/Duplin-County-4-H-206301779410730

Notes from the Director &

Livestock.....Amanda Hatcher, Livestock and Forages

- Assisted 21 farmers in nutrient management, 2 farmers in crop management, 2 farmers in farm management
- Attended NC State Extension updates, NC A&T State University updates, new evaluation training, records retention training, and conducted employee evaluations, Horn of Plenty committee meetings
- Led staff meeting and attended Duplin Agribusiness Council meeting
- Assisted with virtual 10-hour animal waste class
- Assisted with 4-H shooting sports practices
- Organized staff appreciation luncheon
- Attended farmworker update on zoom and assisted with preparation to host interns for the summer
- *Face to face -- 185 and Non face to face – 1,345*

Livestock..... Adam Ross, Livestock and Youth Livestock Agent

- Attended the NC Association of County Ag Agents, Southeast District meeting in New Hanover county.
- Participated in the National Swine Research Forum held by NCSU, also participated in the National Beef Quality Assurance State Coordinators annual meeting hosted by the National Cattlemen's Beef Association.
- Participated in the International Symposium on Animal Mortality Management virtual exercise.
- Participated in the International Symposium on Animal Mortality Management.
- Planned research trials for bovine carcass composting to be implemented at the Piedmont Research Station in Salisbury, and the Cherry Research Farm in Goldsboro.
- *Face to face 1067 and Non face to face 923*

Field Crops..... Della King, Field Crops Agent

- Assisted growers as requested
- Continued to lead weekly Covid-19 Farmworker Vaccination Duplin Task Force Meetings
- Attended the Southeast District Ag Agents meeting in New Hanover
- Attended the Grains Agronomic Program Team Monthly Meeting virtually
- Attended Organic Hemp Fiber Production Meeting virtually
- Planted soybean variety study
- *Face to face contacts 18 and Non face to face contacts 32*

Horticulture ..... Tom Hroza, Horticulture Agent

- Our Bee Club had a great turn out in their monthly meeting with 33 in attendance.

Britt Building monthly usage

May

Total number of events: 36

Total attendance for the events: 612

Public events: 35

Private events: 01

- Our Friends of Horticulture met with a program on raising peonies.
- We finished planting our sunflowers and zinnias for our 4-H program.
- We continue to have complaints about drifted chemicals on grapes, and other high-value crops.
- Our fruit and vegetable plants have slowed down because of the drought, but have also not experienced as many diseases and insect pressure as usual.
- Blueberries are plentiful, despite the hail, drought, and insects.
- *Face to face contacts 53 and Non face to face contacts 912*

Small Farms ..... James Hartsfield, Farm Management (Duplin/Sampson)

In May I had telephone conversations with small farmers and sent out program information and updates as follow:

- Assisted farmers with the Plasticulture Rental Equipment Program
- Completed News Article
- Provided information to farmers on the USDA Debt Relief Program through Farm Service Agency
- Participated in NCA&T's virtual 4th Friday staff meeting
- Assisted farmers with risk management information tools
- Worked on an upcoming High Tunnel Demonstration
- Worked on an upcoming Virtual Small Farms Outreach Workshop on USDA programs
- *Face to face 21 and Non face to face contacts 145*

Agriculture & Natural Resources ..... Walter Adams, Technician (Duplin/Lenoir)

- Answered calls regarding pesticide credits and helped to register several growers to take the pesticide exam
- Helped a grower with planting decisions
- Attended NC A&T 4th Friday Zoom
- *Face to face 7 and Non face to face contacts 80*

Family and Consumer Sciences (FCS) ..... Sydney Knowles, FCS Agent

- The Living Well Challenge for agents began May 3rd. This challenge is a pilot program that agents in the state can then take to implement in their counties with the community. It includes selecting a goal related to healthy eating, moving more, and/or self-care, weekly check-ins, weekly newsletters and a private Facebook group to share motivation and progress.
- Attended the Active Campaign training, a new system we can use to promote our programs via email.
- Attended the monthly Agents for Change meeting. In this meeting we discussed how to select a challenge to hone in on for the remainder of the year. I also had a separate "brainstorming" meeting with the Agents for Change instructor where we discussed a new potential advisory system for rural counties. I hope to implement this in the new fiscal year.
- Began Med Instead of Meds. This 6 session program teaches participants how to follow the Mediterranean diet, as well as ways to shop smart, read labels, move more, and plan meals. We had a total of 57 individuals sign-up for the virtual series.
- Filmed 7 episodes for our At the Table series. Two of these episodes invited an Extension Master Gardener volunteer to present on gardening topics, three episodes focused on the main macronutrients, and I partnered with the community wellness coordinator at Sampson Regional to deliver nutrition information in the final 2 episodes.

- Held a virtual water-bath canning workshop. This 2 hour class taught participants the basics of canning, and provided a demonstration on how to can strawberry jam and tomatoes. We had 32 people register for this workshop.
- The Duplin Stanford Extension and Community Association had their first meeting in over a year. A total of 17 members met, including 3 new members. The club plans to continue monthly meetings.
- *Face to face contacts 530 and Non face to face contacts 2,741*

4-H and Youth Development ..... Bridget Huffman, 4-H Agent

- Duplin County 4-H presented lessons to all 2nd graders at Warsaw Elementary on Embryology and Germination.
- Duplin County 4-H Teen Road Trip to Leadership wrapped up the last month of the program. A fun end of program trip is planned for July 7 at Tucker Lake. A new teen leadership program will be offered starting in the fall.
- The DAISY committee met May 25 via Google Meets.
- Two Interns started with Cooperative Extension in May; Caroline Rood, a senior at MOU and Timothy Edwards, a student at James Sprunt Community College. Caroline will finish up on July 30. She will be working with our 4-H program but also working with other agents in the office as needed. Timothy will be finishing up his Internship at the Eastern 4-H Center as a Lifeguard/Camp Counselor.
- Planned summer 4-H programming
- County staff updates, State Extension updates, and 4-H Friday Cafes via Zoom were held.
- *Face to face contacts 155 and Non face to face contacts 2,547*

Charmae Kendall, 4-H Agriculture/Livestock Program Assistant

- Chicken Processing Clinic & Local Farm tour with Chicken Tender Club
- Embryology & Germination Programs with Warsaw Elementary 2nd Graders
- Germination Program with KHS EC students
- Judge FFA Public Speaking Contest
- Livestock Skillathon Beginner Workshop
- Prepare for summer workshops
- *Face to face contacts 235 and Non face to face contacts 2,845*

Jasmine Williams, 4-H Prevention Coordinator

Completed monthly SYNAR in Duplin/Sampson/Wayne counties

Attended webinars:

- "Opioid Misuse and Overdose Prevention Summit"
- "Children and Covid"

Participated in coalition meetings:

- Duplin-Sampson Collaborative
- JCPC
- DAISY
- Impact Coalition

DUPLIN COUNTY
NORTH CAROLINA

ECONOMIC DEVELOPMENT COMMISSION

Economic Development Commission Monthly Update
Month: June 2021

New Industry Inquiry:	**Project Lift** – Household fixture industry. TBD on jobs and investment
New Industry Initial Visit:	
New Industry Follow up visit:	
Existing Industry Contact:	• Duke Energy • NC Farm Families • Eastern Carolina Broadband • University of Mount Olive
Existing Industry Visit:	• Town of Rose Hill • River Landing – Mad Boar • House of Raeford • Smithfield • Duplin Winery • James Sprunt Community College
Grant Applied for:	
Grants Awarded:	
Activities:	- Local Developers Advisory Group meeting (LDAG) - Homegrown Leaders – NC Rural Centers - Economic Development Board meeting - Cycle NC coming to Wallace – 1,000 people to county - Parrish and Partners – Master Plan Development - Municipal Stakeholder meeting – Faison, Warsaw, Calypso, Teachey, Wallace, Rose Hill, Greenevers and Airport Director - Transportation Committee Meeting - DPL Airport Master Plan - NC Commerce Announcement Planning – Project WRJ - NC Farm Families - EDC Recovery for Local Governments - CERRI Grant – Town of Rose Hill planning session - New Market Tax Credits webinar - American Rescue Plan Opportunities for Eastern NC - American Relief Plan webinar - Better Community Planning webinar

Appendix D: Application Checklist

The following checklist can be used to make sure all sections have been prepared before submitting the final application.

- ☐ The block grant application must be submitted by **EOB July 19, 2021.**
- ☐ The application will be considered incomplete, if the signed statement of compliance is not included with the email.
- ☐ Verify that page limits (10) have not been exceeded. All page lengths refer to single-sided pages. Applications exceeding the page limit will not be reviewed.
    - o Verify that all page numbers are correct.
- ☐ Verify that all sections are complete. Incomplete applications will not be reviewed.
    - o Attachment A: Signed Statement of Compliance
        - ☐ Tobacco Policy verifying that the applicant does not accept tobacco-industry funding.
        - ☐ No Harm Reduction Initiatives agreement
    - o Narrative including timeline beginning August 2, 2021 - March 14, 2023
        - ☐ The following questions have been answered in the narrative:

<u>Assessment</u>

- What has been the impact of COVID-19 on your community?
- Which population is impacted most by COVID-19?

<u>Implementation</u>

- Which approach(es) will best impact COVID-19 problems identified in your community?
- What is the implementation plan?
- Which strategy or strategies best meet the needs of your target audience?

<u>Capacity</u>

- How do you plan to build capacity?
- What resources/community partners are available in the community to assist with the impact of COVID-19?
- How will your community partners be engaged to ensure success?

<u>Evaluation</u>

- How will success be measured?
- How will your community partners be engaged to ensure sustainability?
- What is your sustainability plan?

- o Budget reflecting two fiscal years; FY 22 and FY23
- o Supplemental letters of commitment as part of the appendix in the application, if needed

MAY 2021 BUDGET VS. ACTUAL

	ACCOUNT DESCRIPTION	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	AVAILABLE BUDGET	% USED
REVENUE	**10 GENERAL FUND**	-59,716,771.00	-66,377,915.08	-57,342,597.12	-9,035,317.96	86%
EXPENSE	**10 GENERAL FUND**	59,716,771.00	66,377,915.08	51,139,387.20	13,502,714.89	77%
REVENUE	**19 EMERGENCY TELEPHONE**	-425,970.00	-425,970.00	-291,904.31	-134,065.69	69%
EXPENSE	**19 EMERGENCY TELEPHONE**	425,970.00	425,970.00	288,080.38	53,561.62	68%
	(911-FUND)					
REVENUE	**21 CAPITAL RESERVE**	0.00	-1,525,000.00	-444.96	-1,524,555.04	0%
EXPENSE	**21 CAPITAL RESERVE**	0.00	1,525,000.00	1,400,000.00	125,000.00	92%
	(COUNTY CAPITAL RESERVE FUNDING)					
REVENUE	**22 SCHOOL CAPITAL**	-3,152,771.00	-3,314,218.94	-2,149,238.59	-1,164,980.35	65%
EXPENSE	**22 SCHOOL CAPITAL**	3,152,771.00	3,314,218.94	2,988,485.02	325,733.92	90%
	(SALES TAX REVENUE FOR PUBLIC SCHOOL CAPITAL)					
REVENUE	**24 AUTOMATION PRESERVATION**	-19,000.00	-33,537.00	-17,323.46	-16,213.54	52%
EXPENSE	**24 AUTOMATION PRESERVATION**	19,000.00	33,537.00	16,151.45	17,385.55	48%
	(ROD AUTOMATION AND PRESERVATION RESERVE G.S. § 161-11.3)					
REVENUE	**25 PROPERTY REVALUATION**	-305,889.00	-476,389.00	-131.83	-476,257.17	0%
EXPENSE	**25 PROPERTY REVALUATION**	305,889.00	476,389.00	326,293.76	101,035.91	68%
	(REAPPRAISAL RESERVE G.S. § 153A-150)					
REVENUE	**26 ECONOMIC DEVELOPMENT**	0.00	-479,155.24	-209,844.61	-269,310.63	44%
EXPENSE	**26 ECONOMIC DEVELOPMENT**	0.00	479,155.24	18,700.00	460,455.24	4%
	(COMMUNITY DEVELOPMENT LOANS)					
REVENUE	**27 SCHOOL PLANNING ALLOCATION**	0.00	-1,288,627.03	-640,039.74	-648,587.29	50%
EXPENSE	**27 SCHOOL PLANNING ALLOCATION**	0.00	1,288,627.03	350,015.40	938,611.63	27%
	(LOTTERY FUNDING FOR PUBLIC SCHOOL CAPITAL)					
REVENUE	**28 FIRE TAX**	-2,906,300.00	-3,087,400.00	-2,515,853.67	-571,546.33	81%
EXPENSE	**28 FIRE TAX**	2,906,300.00	3,087,400.00	3,070,683.93	16,716.07	99%
REVENUE	**29 TOURISM**	-271,000.00	-271,000.00	-180,409.64	-90,590.36	67%
EXPENSE	**29 TOURISM**	271,000.00	271,000.00	142,974.80	99,352.70	53%
REVENUE	**30 DEBT SERVICE**	-4,630,860.00	-4,630,860.00	-4,052,470.19	-578,389.81	88%

MAY 2021 BUDGET VS. ACTUAL

	ACCOUNT DESCRIPTION	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	AVAILABLE BUDGET	% USED
EXPENSE	**30 DEBT SERVICE**	4,630,860.00	4,630,860.00	1,666,286.20	2,964,573.80	36%
	(DEBT SERVICE FUND FOR GENERAL GOVERNMENT FUNDS)					
REVENUE	**31 GRANT PROJECTS**	-6,113,721.50	-4,113,721.50	-3,594.36	-4,110,127.14	0%
EXPENSE	**31 GRANT PROJECTS**	6,113,721.50	4,122,468.50	381,428.83	3,002,186.78	9%
	(GRANT PROJECTS NOT TIED TO A CAPITAL PROJECT)					
REVENUE	**32 AMERICAN RESCUE PLAN FUNDS**	0.00	0.00	-5,704,875.50	5,704,875.50	#DIV/0!
EXPENSE	**32 AMERICAN RESCUE PLAN FUNDS**	0.00	0.00	0.00	0.00	#DIV/0!
REVENUE	**33 COMMUNITY DEVELOPMENT**	-150,000.00	-321,465.00	-212,305.00	-109,160.00	66%
EXPENSE	**33 COMMUNITY DEVELOPMENT**	150,000.00	321,465.00	212,305.00	33,765.00	66%
REVENUE	**34 CDBG 15 I PROJECT**	-331,712.57	-662,725.00	-662,725.00	0.00	100%
EXPENSE	**34 CDBG 15 I PROJECT**	0.00	662,725.00	662,725.00	0.00	100%
REVENUE	**35 CDBD12-C**	0.00	-1,127,828.83	-1,127,828.83	0.00	100%
EXPENSE	**35 CDBD12-C**	0.00	1,127,828.83	1,127,828.83	0.00	100%
REVENUE	**36 CDBDSSH12**	0.00	-101,771.17	-101,771.17	0.00	0%
EXPENSE	**36 CDBDSSH12**	0.00	101,771.17	101,771.17	0.00	100%
REVENUE	**42 INDUSTRIAL EXPANSION**	0.00	-87,177.14	-60,305.91	-26,871.23	69%
EXPENSE	**42 INDUSTRIAL EXPANSION**	0.00	87,177.14	25,539.00	33,429.14	0%
	(ECONOMIC DEVELOPMENT GRANT PROJECT FUND)					
REVENUE	**43 TRANSPORTATION CAPITAL PROJECTS**	0.00	-283,784.00	-283,784.00	0.00	100%
EXPENSE	**43 TRANSPORTATION CAPITAL PROJECTS**	0.00	283,784.00	2,351.00	278,784.00	0%
	(TRANSPORTATION CAPITAL PROJECTS)					
REVENUE	**44 AIRPORT CAPITAL**	-10,951,000.00	-17,767,763.10	-10,368,040.43	-7,399,722.67	58%
EXPENSE	**44 AIRPORT CAPITAL**	11,889,816.20	18,019,195.46	11,242,641.87	3,267,845.84	62%
REVENUE	**45 CAPITAL PROJECTS**	-7,105,061.08	-71,004,173.89	-67,311,453.04	-3,692,720.85	95%
EXPENSE	**45 CAPITAL PROJECTS**	6,971,673.08	72,512,291.32	65,999,008.60	4,826,585.72	91%

MAY 2021 BUDGET VS. ACTUAL

	ACCOUNT DESCRIPTION	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	AVAILABLE BUDGET	% USED
	(GENERAL GOVERNMENT CAPITAL PROJECTS)					
REVENUE	**46 WATER CAPITAL**	-235,000.00	-235,000.00	-19,824.59	-215,175.41	8%
EXPENSE	**46 WATER CAPITAL**	235,000.00	235,000.00	0.00	235,000.00	0%
REVENUE	**61 WATER**	-3,128,248.00	-3,129,805.00	-3,426,213.26	296,408.26	109%
EXPENSE	**61 WATER**	3,128,248.00	3,129,805.00	1,796,285.78	1,302,765.54	57%
REVENUE	**62 WATER DEBT SERVICE**	-1,092,288.00	-1,092,288.00	-247,643.75	-844,644.25	23%
EXPENSE	**62 WATER DEBT SERVICE**	1,092,288.00	1,092,288.00	1,092,287.50	0.50	100%
REVENUE	**64 TRANSPORTATION**	-1,046,278.00	-1,742,556.09	-1,026,158.78	-716,397.31	59%
EXPENSE	**64 TRANSPORTATION**	1,046,278.00	1,742,556.09	951,427.65	705,745.42	55%
REVENUE	**65 AIRPORT**	-862,545.00	-1,366,981.40	-1,020,892.67	-346,088.73	75%
EXPENSE	**65 AIRPORT**	862,545.00	1,366,981.40	571,543.41	668,129.25	42%
REVENUE	**66 SOLID WASTE**	-3,883,483.00	-4,116,214.41	-3,297,555.52	-818,658.89	80%
EXPENSE	**66 SOLID WASTE**	3,883,483.00	4,116,214.41	3,189,994.68	458,408.49	77%
REVENUE	**89 INSURANCE**	-6,654,354.00	-6,654,354.00	-5,017,984.41	-1,636,369.59	75%
EXPENSE	**89 INSURANCE**	6,654,354.00	6,654,354.00	5,766,783.24	887,570.76	87%
	REVENUES	-112,982,252.15	-195,717,680.82	-167,293,214.34	-28,424,466.48	
	EXPENDITURES	113,455,967.78	197,485,977.61	154,530,979.70	34,305,357.77	

CASH BALANCES
FY 2021

	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
FIRST BANK												
CENTRAL DEPOSITORY	3,193,166.14	5,571,408.20	2,572,725.96	1,852,152.71	2,357,640.34	4,791,026.76	2,176,581.46	1,759,918.83	1,921,425.98	2,054,362.05	4,920,689.11	
MONEY MARKET ACCOUNT	1,036,744.16	1,037,095.46	1,037,435.55	1,037,787.09	22,544,472.60	24,051,953.37	28,060,958.75	26,569,488.32	21,578,077.77	18,584,822.34	21,891,771.70	
DSS TRUST	47,592.58	47,349.43	41,014.26	42,702.09	29,921.90	33,548.74	28,086.74	31,296.39	27,589.73	30,826.08	30,721.57	
TOURISM	46,113.52	57,463.06	71,148.73	65,156.03	77,234.09	72,936.62	68,101.06	76,544.99	69,859.81	65,917.25	83,945.94	
FSA ACCOUNT***	30,363.43	30,363.43	30,167.35	-	-	-	-	-	-	-	-	-
TOTAL CASH	**4,353,979.83**	**6,743,679.58**	**3,752,491.85**	**2,997,797.92**	**25,009,268.93**	**28,949,465.49**	**30,333,728.01**	**28,437,248.53**	**23,596,953.29**	**20,735,927.72**	**26,927,128.32**	**-**
NC CAPITAL MANAGEMENT TRUST												
GENERAL FUND	3,406,882.49	8,096,296.09	6,220,001.99	4,522,758.23	1,677,236.71	398,309.79	1,615,128.87	1,592,171.78	4,128,913.82	5,036,557.22	1,759,337.12	
GENERAL FUND-TERM *	9,358,860.49	14,359,441.80	19,359,879.50	-	-	-	-	-	-	-	-	-
AIRPORT	302,370.60	302,381.61	302,387.07	302,389.94	302,392.43	302,395.00	302,397.57	302,399.89	302,402.46	302,404.95	302,407.52	
PROPERTY REVALUATION	721,348.49	721,374.76	721,387.79	721,394.65	721,400.58	721,406.71	721,412.84	721,418.38	721,424.51	721,430.44	721,436.57	
COUNTY BUDGETED TRUST FUND	158,922.06	158,927.85	158,930.72	158,932.23	158,933.54	158,934.89	158,936.24	158,937.46	158,938.81	158,940.12	158,941.47	
SOLID WASTE	1,436,197.00	1,436,249.30	1,436,275.25	2,569,296.87	2,569,317.99	2,569,339.81	2,569,361.63	2,569,381.34	2,569,403.17	2,569,424.29	2,569,446.11	
SOLID WASTE-TERM POST-CLOSURE RESERVE *	1,132,904.30	1,132,968.52	1,132,994.55	-	-	-	-	-	-	-	-	-
TOURISM	631,302.36	631,325.35	631,336.76	631,342.76	631,347.95	631,353.31	631,358.67	631,363.51	631,368.87	631,374.06	631,379.42	
WATER FUND	9,325,378.51	9,325,718.12	9,325,886.62	9,325,975.24	9,326,051.90	9,326,131.11	9,326,210.33	9,326,281.88	9,326,361.11	9,326,437.77	9,326,516.99	
COMMUNITY DEVELOPMENT	1,494,985.40	1,495,039.84	1,495,066.85	1,495,081.06	1,495,093.35	1,495,106.05	1,495,118.75	1,495,130.22	1,495,142.92	1,495,155.21	1,495,167.91	
INSURANCE FUND	220,777.05	220,785.09	220,789.08	220,791.18	220,793.00	220,794.88	220,796.76	220,798.45	220,800.33	220,802.15	220,804.03	
CAPITAL RESERVE SCHOOLS	4,335,314.46	4,589,159.89	4,902,777.28	5,198,140.12	5,467,261.19	5,751,811.19	6,031,324.15	6,286,556.07	6,594,064.16	6,873,295.71	7,121,792.46	
EMERGENCY TELEPHONE	429,332.53	429,348.17	429,355.93	429,360.01	429,363.54	429,367.19	429,370.84	429,374.13	429,377.78	429,381.31	429,384.96	
TRANSPORTATION	1,177,770.14	1,177,813.03	1,177,834.31	1,177,845.50	1,177,855.18	1,177,865.18	1,177,875.18	1,177,884.22	1,177,894.22	1,177,903.90	1,177,913.90	
CAPITAL RESERVE	2,465,384.08	2,465,473.86	2,465,518.41	2,465,541.84	2,465,562.11	2,465,583.05	2,465,603.99	2,465,622.91	2,465,643.86	2,465,664.13	2,465,685.07	
DUPLIN COMMONS CAPITAL RESERVE	640,460.80	640,484.12	640,495.69	640,501.78	640,507.05	640,512.49	640,517.93	640,522.84	640,528.28	640,533.55	640,538.99	
BNY MELLON INTEREST	86.22	86.22	1,029,723.67	1.79	1.79	1.79	1.79	1.79	1,029,723.57	1.69	1.69	
BNY MELLON PRINCIPAL	148.46	148.46	148.46	148.47	148.47	148.47	148.47	148.47	1,935,003.18	3.18	3.18	
TOTAL CASH	**37,238,425.44**	**47,183,022.08**	**51,650,789.93**	**29,859,501.67**	**27,283,266.78**	**26,289,060.91**	**27,785,564.01**	**28,017,993.34**	**33,826,991.05**	**32,049,309.68**	**29,020,757.39**	**-**
BB&T												
BOND ACCOUNT	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00
INSURANCE CLAIMS ACCOUNT	342,352.68	290,561.36	290,035.78	295,535.65	295,341.45	295,563.87	295,543.92	296,032.97	296,014.30	296,001.60	295,927.88	
TOTAL CASH	**342,357.68**	**290,566.36**	**290,040.78**	**295,540.65**	**295,346.45**	**295,568.87**	**295,548.92**	**296,037.97**	**296,019.30**	**296,006.60**	**295,932.88**	**5.00**
GRAND TOTAL	**41,934,762.95**	**54,217,268.02**	**55,693,322.56**	**33,152,840.24**	**52,587,882.16**	**55,534,095.27**	**58,414,840.94**	**56,751,279.84**	**57,719,963.64**	**53,081,244.00**	**56,243,818.59**	**5.00**

*The NCCMT board voted to close the term portfolio. The funds available were transferred to the respective fund accounts for General fund and Solid waste

*** The First Bank FSA account was closed and transferred to the central depository. The unused FSA funds will be used to to offset future FSA fee exependitures per IRS rules.

** WAITING FOR COPIES OF STATEMENTS FROM BRITTON BENEFITS

FY 21 INSURANCE CLAIMS REPORT

MONTHLY PAYMENT TO NCHIP RESERVE

DRAFT MONTH	AMOUNT	COVERED EMPLOYEES	
JULY	520,874.06	545	
AUGUST	516,047.47	549	
SEPTEMBER	480,438.62	497	
OCTOBER	511,734.54	533	
NOVEMBER	512,763.24	533	
DECEMBER	513,633.67	535	
JANUARY	522,061.02	550	
FEBRUARY	535,592.28	558	
MARCH	533,519.37	540	
APRIL	514,773.09	544	
MAY	506,709.73	537	
JUNE	514,860.13	541	
YTD EXEPNDTIURES	**6,183,007.22**	**539**	**AVERAGE LIVES COVERED**

BRITTON BENEFITS RUN OUT CLAIMS

1/7/2021	1,918.93	BRITTON BENEFITS	FINAL CLAIM FROM PRIOR YEAR
12/10/2020	7,092.68	BRITTON BENEFITS	CLAIMS FROM PRIOR YEAR
11/19/2020	3,335.64	BRITTON BENEFITS	CLAIMS FROM PRIOR YEAR
10/22/2020	7,406.18	BRITTON BENEFITS	CLAIMS FROM PRIOR YEAR
10/6/2020	6,491.72	BRITTON BENEFITS	CLAIMS FROM PRIOR YEAR
9/18/2020	5,229.50	BRITTON BENEFITS	CLAIMS FROM PRIOR YEAR
8/10/2020	33,705.00	BRITTON BENEFITS	ADMINISTRATIVE FEES JULY - DEC 2020
	65,179.65		

TOTAL EXEPNDITURES YTD	**6,248,186.87**
BUDGET	**6,509,454.00**
AVAILABLE BUDGET	**261,267.13**
PROJECTED EXPENDITURES	**6,248,186.87**

WEEKLY CLAIMS PAID FROM NCHIP RESERVE

7/3/2020	124,200.00	
7/10/2020	8,606.78	
7/24/2020	20,036.93	
7/30/2020	18,545.46	
8/14/2020	144,481.18	
8/7/2020	25,489.12	
8/21/2020	84,442.02	
8/21/2020	(20,000.00)	WELLNESS INCENTIVE CREDIT
8/28/2020	70,242.67	
9/11/2020	54,212.65	
9/18/2020	170,988.27	
9/25/2020	166,679.32	
10/2/2020	76,171.03	
10/9/2020	73,468.93	
10/16/2020	72,050.79	
10/23/2020	168,900.00	
10/30/2020	149,038.26	
11/6/2020	73,948.35	
11/13/2020	62,611.59	
11/20/2020	124,346.52	
11/27/2020	83,982.43	
12/4/2020	$53,326.48	
12/11/2020	$103,460.70	
12/18/2020	$68,979.92	

FY 21 INSURANCE CLAIMS REPORT

12/25/2020	$71,041.03
1/1/2021	$128,620.18
1/8/2021	$78,318.94
1/15/2021	$97,125.60
1/22/2021	$170,321.18
1/29/2021	$210,113.89
2/5/2021	$119,456.79
2/12/2021	$92,653.22
2/19/2021	$119,739.91
2/26/2021	$69,524.56
3/5/2021	$84,104.19
3/12/2021	$141,381.91
3/19/2021	$79,197.41
3/26/2021	$19,282.78
4/2/2021	$119,436.09
4/9/2021	$106,790.15
4/16/2021	$118,174.90
4/23/2021	$99,223.22
4/30/2021	$120,656.65
5/7/2021	$147,922.89
5/14/2021	$98,973.90
5/21/2021	$123,556.48
5/28/2021	$107,276.82
6/4/2021	$104,349.02
6/11/2021	$78,635.29
6/18/2021	
6/25/2021	
6/30/2021	
TOTAL CLAIMS PAID YTD	**4,684,086.40**
PROJECTED CLAIMS PAID FROM RESERVE	**5,074,426.93**
PROJECTED NCHIP RESERVE	**1,108,580.29**

FY 2021
SALES TAX REPORT FOR THE PURCHASE MONTH OF MARCH RECEIVED IN JUNE

ARTICLE 39

PURCHASE MONTH	DISTRIBUTION MONTH	FY 21 ACTUAL	FY 20 ACTUAL	FY 19 ACTUAL
JULY	OCTOBER	427,182.25	371,916.14	320,661.40
AUGUST	NOVEMBER	392,404.62	360,620.63	337,430.33
SEPTEMBER	DECEMBER	405,011.20	349,733.50	321,559.57
OCTOBER	JANUARY	384,453.05	312,806.25	287,758.64
NOVEMBER	FEBRUARY	351,358.13	324,260.21	373,722.18
DECEMBER	MARCH	443,143.03	385,470.62	335,552.24
JANUARY	APRIL	404,614.63	308,735.82	317,560.53
FEBRUARY	MAY	358,703.95	334,656.45	369,148.66
MARCH	JUNE	456,776.99	395,814.23	398,482.84
APRIL	JULY	-	358,972.48	384,887.66
MAY	AUGUST	-	423,459.22	377,800.97
JUNE	SEPTEMBER	-	434,452.58	383,328.15
	ARTICLE TOTAL	**3,623,647.85**	**4,360,898.13**	**4,207,893.17**

ARTICLE 40

PURCHASE MONTH	DISTRIBUTION MONTH	FY 21 ACTUAL	FY 20 ACTUAL	FY 19 ACTUAL
JULY	OCTOBER	270,611.54	246,798.95	215,442.99
AUGUST	NOVEMBER	249,665.05	245,993.68	221,351.98
SEPTEMBER	DECEMBER	264,679.48	236,541.36	223,653.34
OCTOBER	JANUARY	258,943.88	244,160.94	220,292.87
NOVEMBER	FEBRUARY	282,949.70	243,112.19	239,011.17
DECEMBER	MARCH	307,713.65	257,850.17	266,924.52
JANUARY	APRIL	260,484.04	211,142.30	194,408.23
FEBRUARY	MAY	229,954.52	214,412.24	201,940.93
MARCH	JUNE	310,766.01	246,009.32	259,957.65
APRIL	JULY	-	212,725.85	241,387.67
MAY	AUGUST	-	243,062.32	249,539.14
JUNE	SEPTEMBER	-	287,097.44	260,768.10
	ARTICLE TOTAL	**2,435,767.86**	**2,888,906.76**	**2,794,678.58**

ARTICLE 42

PURCHASE MONTH	DISTRIBUTION MONTH	FY 21 ACTUAL	FY 20 ACTUAL	FY 19 ACTUAL
JULY	OCTOBER	21,433.94	10,160.81	11,214.42
AUGUST	NOVEMBER	21,223.96	6,219.79	3,604.01
SEPTEMBER	DECEMBER	17,808.56	9,497.24	8,512.13
OCTOBER	JANUARY	10,615.56	(18,538.74)	(12,267.14)
NOVEMBER	FEBRUARY	10,746.11	(8,969.02)	13,878.99
DECEMBER	MARCH	4,059.20	11,121.96	10,600.77
JANUARY	APRIL	20,523.57	8,700.50	19,738.05
FEBRUARY	MAY	51,965.26	19,674.08	46,067.86
MARCH	JUNE	93,318.08	37,655.00	14,696.86
APRIL	JULY	-	39,087.83	19,661.96
MAY	AUGUST	-	47,847.01	8,899.47
JUNE	SEPTEMBER	-	13,404.63	8,899.88
	ARTICLE TOTAL	**251,694.24**	**175,861.09**	**153,507.27**

ARTICLE 44

PURCHASE MONTH	DISTRIBUTION MONTH	FY 21 ACTUAL	FY 20 ACTUAL	FY 19 ACTUAL
JULY	OCTOBER	253.14	-	29.32
AUGUST	NOVEMBER	44.21	21.51	17.88
SEPTEMBER	DECEMBER	10.14	37.08	30.97
OCTOBER	JANUARY	15.51	(9.96)	20.50
NOVEMBER	FEBRUARY	(22.36)	15.43	17.92
DECEMBER	MARCH	(188.91)	(62.60)	61.66
JANUARY	APRIL	-	29.53	4.90
FEBRUARY	MAY	18.58	64.55	13.56
MARCH	JUNE	4.28	-	73.43
APRIL	JULY	-	28.45	66.18
MAY	AUGUST	-	12.46	25.76
JUNE	SEPTEMBER	-	36.19	11.22
	ARTICLE TOTAL	**134.59**	**172.64**	**373.30**

ARTICLE 44-524

PURCHASE MONTH	DISTRIBUTION MONTH	FY 21 ACTUAL	FY 20 ACTUAL	FY 19 ACTUAL
JULY	OCTOBER	139,634.41	134,608.83	125,841.53
AUGUST	NOVEMBER	139,815.46	134,645.17	125,955.78
SEPTEMBER	DECEMBER	139,815.46	134,645.17	125,955.78
OCTOBER	JANUARY	139,815.46	134,645.17	125,955.78
NOVEMBER	FEBRUARY	139,812.65	134,654.64	125,950.75
DECEMBER	MARCH	139,812.65	134,654.64	125,950.75
JANUARY	APRIL	139,812.65	134,654.64	125,950.75
FEBRUARY	MAY	139,812.65	134,654.64	125,950.75
MARCH	JUNE	139,812.65	134,654.64	125,950.74
APRIL	JULY	-	134,654.64	125,950.74
MAY	AUGUST	-	134,654.64	125,950.74
JUNE	SEPTEMBER	-	139,634.41	134,608.83
	ARTICLE TOTAL	**1,258,144.04**	**1,620,761.23**	**1,519,972.92**

CITY HOLD HARMLESS

PURCHASE MONTH	DISTRIBUTION MONTH	FY 21 ACTUAL	FY 20 ACTUAL	FY 19 ACTUAL
JULY	OCTOBER	(100,004.97)	(92,920.89)	(80,298.79)
AUGUST	NOVEMBER	(90,917.30)	(92,573.77)	(84,402.70)
SEPTEMBER	DECEMBER	(96,637.64)	(88,150.97)	(82,428.38)
OCTOBER	JANUARY	(95,698.71)	(95,781.46)	(85,599.16)
NOVEMBER	FEBRUARY	(102,869.56)	(93,251.13)	(90,160.96)
DECEMBER	MARCH	(114,866.63)	(96,113.89)	(98,379.91)
JANUARY	APRIL	(94,582.66)	(78,373.42)	(72,124.85)
FEBRUARY	MAY	(77,852.07)	(77,978.22)	(69,869.19)
MARCH	JUNE	(116,904.76)	(84,643.01)	(96,891.29)
APRIL	JULY	-	(73,119.66)	(89,714.63)
MAY	AUGUST	-	(83,813.86)	(94,450.24)
JUNE	SEPTEMBER	-	(107,145.19)	(97,542.23)
	ARTICLE TOTAL	**(890,334.30)**	**(1,063,865.47)**	**(1,041,862.33)**
	GRAND TOTAL	**6,679,054.28**	**7,982,734.38**	**7,634,562.91**

	FY 21 BUDGET	FY 21 RECEIPTS	FY 21 ESTIMATE	FY 20 RECEIPTS
ARTICLE 39	2,915,743.00	2,733,313.55	3,644,418.07	3,297,032.66
ARTICLE 40	2,710,431.00	2,435,767.86	3,247,690.48	2,888,906.76
ARTICLE 42	94,767.00	251,694.24	335,592.32	175,861.09
ARTICLE 44	-	134.59	179.45	172.64
ARTICLE 44-524	1,511,247.00	1,258,144.04	1,677,525.39	1,620,761.23
	7,232,188.00	6,679,054.28	8,905,405.71	7,982,734.38