



COUNTY OF DARE
PO Box 1000. MANTEO. NC 27954

DARE COUNTY BOARD OF COMMISSIONERS

Dare County Administration Building
954 Marshall C. Collins Dr., Manteo, NC

Monday, October 18, 2021

“HOW WILL THESE DECISIONS IMPACT OUR CHILDREN AND FAMILIES?”

AGENDA

- 5:00 PM** **CONVENE, PRAYER, PLEDGE OF ALLEGIANCE**
- ITEM 1** Opening Remarks - Chairman's Update
- ITEM 2** Public Hearing -- Buffer Standards of Travel Trailer Park and Campground Ordinance
- ITEM 3** Public Hearing -- Section 22-58.5 Food Stands and Mobile Food Units
- ITEM 4** Public Comments
- ITEM 5** **Consent Agenda**
- 1. Approval of Minutes
 - 2. 5311 Designee Certification for FY2023 - FY2027 - Amended
 - 3. Resolution of the County of Dare, NC for the LEOSSA Trust to Participate in AGPIP
 - 4. Health & Human Services - Public Health Division
Bright Springs Ideas Grant
 - 5. DHHS - Public Health Division - Trillium SPF - Rx Grant
 - 6. Tax Collector's Report
 - 7. DHHS Funding for Transportation to COVID-19 Vaccine Sites
 - 8. Emergency Management Budget Amendment
- ITEM 6** **Board Appointments**
- 1. Rodanthe-Waves-Salvo Community Center
 - 2. Older Adult Services Advisory Council
 - 3. Dare County Tourism Board
- ITEM 7** Commissioners' Business & Manager's/Attorney's Business

ADJOURN UNTIL 9:00 A.M. ON NOVEMBER 1, 2021



Opening Remarks - Chairman's Update

Description

Dare County Chairman Robert Woodard will make opening remarks.

Board Action Requested

Informational Presentation

Item Presenter

Chairman Robert Woodard, Sr.



TTPCO Amendment for Buffer Standards

Description

A public hearing on proposed revisions to the Travel Trailer Park and Campground Ordinance buffer standards is scheduled for October 18, 2021 at 5:00 p.m. A staff report and the draft language is attached.

Board Action Requested

Motion to adopt draft buffer language: "I move the revised buffer standards for the TTPCO be adopted as recommended by the Planning Board."

Item Presenter

Donna Creef, Planning Director

STAFF REPORT OCTOBER 18, 2021 BOARD OF COMMISSIONERS

FROM: DONNA CREEF, PLANNING DIRECTOR

RE: PUBLIC HEARING –REVISIONS TO BUFFERS STANDARDS OF
TRAVEL TRAILER PARK AND CAMPGROUND ORDINANCE

A public hearing on proposed revisions to the Travel Trailer Park and Campground Ordinance (TTPCO) to amend the buffer standards to allow either vegetative buffers or solid fence buffers is scheduled. The request has been submitted by Joe Thompson. He is requesting the buffer language be amended to allow flexibility in the buffer standards with the option for fencing and/or no buffer depending on the location of the travel trailer sites relative to the other uses on the site.

After the hearing, the Board may choose to act on the proposed amendments as they were recommended by the Planning Board, choose to make revisions based on hearing comments or subsequent Board discussion, or choose to take no action.

Draft motions

To adopt as recommended by the Planning Board: “I move that the proposed amendments to the buffer standards of the Travel Trailer Park and Campground Ordinance be adopted as recommended by the Planning Board.”

To adopt with revisions: I move that the proposed amendments to the buffer standards of the Travel Trailer Park and Campground Ordinance be revised (insert language) and adopted.”

No motion is necessary if the Board choose to take no action.

TRAVEL TRAILER PARK AND CAMPGROUND ORDINANCE AMENDMENTS

Section 160.37 (D) : The location of buffers and the type of buffer (vegetative versus solid wood or composite fencing) shall be established during the special use permit review. If fencing is used, such fencing shall be a minimum of six feet in height. Buffers shall be maintained by the property owner.

Section 160.27 (M) The Travel Trailer Park shall have a buffer strip adjacent to the park boundary extending along the entire perimeter of the park. This buffer shall consist of vegetation or solid fencing of wood or composite materials. If vegetation is used, the planting strip shall not be a portion of any lot, road, or private drive. The buffer strip shall consist of a planted strip of land at least five (5) feet in width composed of indigenous deciduous and/or evergreen trees, spaced not more than ten (10) feet apart, and not less than one (1) row of indigenous dense shrubs, spaced not more than five (5) feet apart and five (5) feet or more in height after one growing season, which shall be planted and maintained in a healthy, growing condition by the property owner. If fencing is used, such fencing shall be a minimum of six feet in height. Buffers shall be maintained by the property owner. Buffers shall not be required adjacent to wetland areas or along estuarine or ocean shorelines. The outside surface of any fence facing the street, water or adjacent property shall be the finished surface of fencing.



Zoning Amendment to Section 22-58.5 Food Stands and Mobile Food Units

Description

A public hearing on proposed amendments to Section 22-58.5 of the Zoning Ordinance is scheduled for October 18, 2021 at 5:00 p.m. A staff report and associated documents are attached. A finding of consistency and reasonableness should be included with any motion to adopt.

Board Action Requested

Conduct public hearing and act on revisions to Section 22-58.5 Draft motions in staff report.

Item Presenter

Donna Creef, Planning Director

STAFF REPORT OCTOBER 18, 2021 BOARD OF COMMISSIONERS MEETING

FROM: DONNA CREEF, PLANNING DIRECTOR

RE: PUBLIC HEARING TO AMEND ZONING ORDINANCE, SECTION
58.5 FOOD STANDS AND MOBILE FOOD UNITS

A public hearing on a request to amend Section 22-58.5 of the Zoning Ordinance is scheduled for October 18, 2021. The applicant is Joe Thompson. Currently 22-58.5 allows one mobile food unit per commercial site. The draft amendment, if adopted, would allow up to five mobile food units on a commercial site. Section 22-58.5 requires mobile food units to be located on a site with a commercial business and does not allow the location of a mobile food unit on a vacant site. This requirement is not proposed to be changed.

The Planning Board reviewed this request at their September 13, 2021 meeting and voted to recommend approval of the request. The Planning Board found the amendments to be consistent with the land use plan. Any favorable action by the Board of Commissioners must also include a finding of consistency and reasonableness. A statement of this finding is included with my staff report.

Draft motions:

Motion to adopt: “I move the draft amendments to Section 22-58.5 be adopted as drafted. A statement of consistency and reasonableness as prepared by staff is adopted as part of this motion.”

Motion to revise: I move the draft amendments to Section 22-58.5 to address (insert revised language). A statement of consistency and reasonableness as prepared by staff is adopted as part of this motion.”

No motion is needed if the Board choose to take no action on the proposed amendments. Failure to take no action on the proposed regulation or amendment shall be deemed a denial of the proposed regulation or amendment unless stated otherwise by the Board of Commissioners.

Section 22-58.5 Food Stands and Mobile Food Units (PB recommendation)

Intent and Effect: The section shall apply to the review, approval and operation of any food stand and/or mobile food unit as permitted in the individual zoning districts of unincorporated Dare County. ~~These regulations shall be effective March 19, 2018 and apply to any food stand authorized by Dare County after this adoption date.~~ These regulations shall be effective March 19, 2018 and apply to any food stand authorized by Dare County after March 19, 2018.

Mobile food units: Mobile food units as defined in Section 22-2 of the Dare County Zoning Ordinance may be authorized as a food stand subject to the conditions and procedures set forth in this section.

Approval procedures: A food stand listed as a “permitted” use in the applicable zoning district shall be subject to administrative approval by the Dare County Planning Department. A food stand listed as a “special” use in the applicable zoning district shall be subject to Planning Board review and Board of Commissioners approval according to the provisions of Section 22-68 of the Dare County Zoning Ordinance. ~~An up-to-date~~ A site plan depicting the location of the proposed food stand shall be provided to the Dare County Planning Department as part of the review process. Approval from the Dare County Health Department shall be obtained and proof of the Health Department approval submitted to the Planning Department.

Location of mobile food units: ~~A Mobile food units shall be located on a parcel of land in conjunction with an existing commercial structure or use. Only one mobile food unit shall be located on a parcel of land in conjunction with an existing commercial structure or use.~~ A maximum of five mobile food units may be located on a site in conjunction with an existing commercial use. Written approval from the owner of the commercial use shall be submitted as part of the site plan review process. Mobile food units shall be separated by a minimum of ten feet from other mobile food units and other structures.

Non-mobile food units: ~~A food stand proposed for use as a principal, stand alone use~~ A permanent structure may be used as a non-mobile food stand and may be permitted subject to the review procedures set forth in this section and the applicable zoning district.

Seating: Any food stand, both mobile and non-mobile structures shall be limited to the seating restrictions of this section. An unenclosed, outdoor seating area may be provided for customers of the food stand. The maximum number of seats shall not exceed eight seats per food stand, mobile and non-mobile. The location of the seating shall be identified on the site plan submitted for the food stand and seating shall not be located in any setback area, parking area, or stormwater management area. A food stand shall not feature indoor seating.

Public Restrooms: Any food stand, both permanent and mobile food units, that provides outdoor seating shall provide public restrooms on the same site for use by their customers and employees. Public restrooms of the affiliated business or restaurant may be used to meet this requirement if the restrooms meet the requirements of the North Carolina Plumbing Code. Portable toilets shall not be used to meet this public restroom requirement. The use of public restrooms may be shared by mobile food units if outdoor seating is provided at their location.

Setbacks: Any food stand, both mobile food units and non-mobile food units, shall meet the zoning setbacks for a principal use structure applicable to the site. ~~where such the food stand is to be located.~~

Parking: ~~Ten parking spaces, as required by Section 22-56 for food stands, shall be identified on the site plan for the property where the food stand will be located.~~

Parking for non-mobile food stands: ten parking spaces shall be provided for use by the patrons of the food stand.

Parking for mobile food units: Ten parking spaces shall be identified for use by a mobile food unit. Parking spaces for the existing business affiliated with the mobile food unit may be approved for use if the hours of operation for the mobile food unit and the existing business do not overlap or if the existing business has excess parking spaces that can be assigned to the mobile food unit. If the parking for the existing business cannot be used, ten parking spaces shall be provided on the site for use by a mobile food unit. For each additional mobile food unit located on the site, two parking spaces per mobile food unit shall be provided in addition to the initial ten parking spaces. The parking requirement for additional mobile food units may be waived by the Planning Director based upon a review of the parking needs of the existing business but in no instance shall less than ten parking spaces be identified for use by mobile food units.

Signage: A separate freestanding business sign for the food stand shall not be displayed. Temporary signage or sandwich board signs shall not be used. Advertising for the food stand may be incorporated into the freestanding sign for the existing business if such sign does not exceed the allowable square footage as established by the Dare County Sign Ordinance. Signage on the outside of the food stand attached to the unit may be authorized by the Planning Department during the approval process. One flag as defined in the Dare County Sign Ordinance may be displayed at the food stand location according to the provisions of the Dare County Sign Ordinance. Any flag displayed at the food stand shall not interfere with line of sight clearances in parking areas.

Solid Waste: Trash receptacles for customer and employee use shall be provided onsite by the food stand operator. Approval to use the solid waste containers of the affiliated business shall be submitted as part of the approval process. Solid waste containers provided at public beach accesses or other public sites shall not be used.

Hours of Operation: ~~Hours of operation for any food stand shall be established during the approval process and noted in the approval certificate issued by the Planning Department.~~ Hours of operation for any mobile or non-mobile food stand may occur between the hours of 6:00 a.m. and 11:00 p.m. daily, seven days a week.

Annual Review: ~~Annual review of any mobile food unit approved as a food stand is required and shall include the submission of documentation from the affiliated business and restaurant.~~

Other conditions:

Any mobile food unit authorized as a food stand shall be kept in a “ready to move” state and shall not have the wheels or tires removed from the unit. Pre-fabricated accessory structures intended for storage purposes and constructed off-site or factory-built shall not be used as food stands.

No drive-thru window service whereby patrons are served while seated in vehicle shall be permitted at a food stand.

Nothing in these regulations shall be interpreted to apply to catering services or special event food vendors as approved by the Dare County Health Department or to emergency response feeding services offered as part of emergency response operations.

STATEMENT OF CONSISTENCY AND REASONABLENESS

On October 18, 2021, the Dare County Board of Commissioners considered a zoning text amendment to Section 22-58.5 Food Trucks and Mobile Food Units of the Dare County Zoning Ordinance to allow up to five mobile food units on a commercial site.

The Dare County Planning Board reviewed the proposed amendment on September 13, 2021 and voted to recommend favorable action on the amendment. The Planning Board found the proposed amendments to be consistent with the Dare County Land Use Plan.

Section 22-86 of the Dare County Zoning Ordinance requires the Board of Commissioners to approve a statement of consistency and reasonableness for any proposed zoning amendment.

The 2009 Dare County Land Use Plan is the comprehensive plan for unincorporated Dare County adopted by the Dare County Board of Commissioners on December 6, 2010.

A review of the Dare County Land Use Plan found the following policies to be applicable to the zoning text amendment:

Land Use Compatibility Management Topic

Policy # LUC # 5

Dare County encourages the continued existence and development of locally-owned businesses in unincorporated Dare County.

Implementation Strategy for LUC #5 – Inventory of older existing commercial businesses and consideration of zoning amendment to ensure their replacement or repair in the event of damage from a natural disaster.

Policy #LUC6

Commercial development should be designed to meet the needs of Dare County's unincorporated village and not serve as regional commercial centers. The gross floor area limitations of the Dare County Zoning Ordinance and other applicable land use codes shall be used as a tool to manage the footprint of commercial structures. The goal is to manage the size of commercial structures, which serve as a disincentive for regional commercial centers for location in villages.

Section 22-58.5 currently allows the location of one mobile food unit at an existing commercial business. Expansion of the regulations to allow up to five mobile food units at an existing business site will provide additional opportunities for food services for our citizens and visitors. The adoption of standards for food stands and mobile food units was found to be consistent with the Land Use Plan when the standards were originally adopted in 2018. The allowance of additional mobile food units at a commercial site is a reasonable expansion of the zoning regulations. The approval of the proposed amendment is found to be consistent with the policies of the 2009 Dare County Land Use Plan and to be in the public interest of Dare County.



Public Comments

Description

The Board of Commissioners encourages citizen participation and provides time on the agenda at every regularly scheduled meeting for Public Comments. This is an opportunity for anyone to speak directly to the entire Board of Commissioners for up to five minutes on any topic or item of concern. Masks and social distancing required.

Comments can be made at the Commissioners Meeting Room in Manteo (Administration Bldg., 954 Marshall Collins Drive, Manteo) or through an interactive video link at the Fessenden Center Annex (47013 Buxton Back Road, Buxton).

Board Action Requested

Hear Public Comments

Item Presenter

Robert Outten, County Manager



Consent Agenda

Description

1. Approval of Minutes
2. 5311 Designee Certification for FY2023-FY2027 - Amended
3. Resolution of the County of Dare, NC for the LEOSSA Trust to Participate in AGPIP
4. DHHS - Public Health Div., Additional Preparedness and Response Funds for Bright Ideas Grant
5. DHHS - Public Health Div., Strategic Prevention Framework for Prescription Drugs Additional Funding
6. Tax Collector's Report
7. DHHS Funding for Transportation to COVID-19 Vaccine Sites
8. Emergency Management Budget Amendment

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager



Approval of Minutes

Description

The Board of Commissioners will review and approve their previous Minutes, which follow this page.

Board Action Requested

Approve Previous Minutes

Item Presenter

Robert Outten, County Manager



*5311 Designee Certification for FY2023-FY2027
Amended*

Description

This certification designates an entity the authorization to apply for the 5311 grants for a period of 5 years. It was presented at the October 4, 2021 Board meeting; however, the Transportation Supervisor has been advised to amend the Resolution to authorize the County Manager to execute and file applications.

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

5311 DESIGNEE CERTIFICATION FORM

Amended

Resolution No. 21-10-27A

Resolution authorizing the filing of applications with the North Carolina Department of Transportation Integrated Mobility Division for grant years FY2023-FY2027, for federal transportation assistance authorized by 49 U.S.C. 5311, United States Code, other federal statutes administered by the Federal Transit Administration or state statutes administered by the State of North Carolina.

WHEREAS, the North Carolina Department of Transportation has been delegated authority to award federal financial assistance for transit projects as allocated throughout North Carolina by County:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Dare County

1. That the County Manager is authorized to execute and file an application for federal assistance on behalf of the County of Dare with the State of North Carolina for federal assistance authorized by 49 U.S.C. Chapter 5311 United States Code, other federal statutes or state statutes authorizing a project administered by the Federal Transit Administration.
2. That the County Manager is authorized to execute and file with its applications the annual certifications and assurances and other documents the State of North Carolina requires before awarding a federal assistance grant or cooperative agreement.
3. That the County Manager is authorized to execute grant and cooperative agreements with the State of North Carolina on behalf of the County of Dare.

The undersigned duly qualified, Robert Woodard, Sr., Chairman of the Board of Commissioners, acting on behalf of the County Commissioners of Dare County, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the County Commissioners of Dare County held on October 18, 2021.

Robert Woodard, Sr., Chairman
Dare County Board of Commissioners

Attest:

Cheryl C. Anby, Clerk to the Board Dare County
October 18, 2021



RESOLUTION OF THE COUNTY OF DARE, NORTH CAROLINA FOR THE LEOSSA TRUST TO PARTICIPATE IN AGPIP

Description

The following Resolution is required to establish an account with the NC State Treasurer's Department to invest the Law Enforcement Officers' Special Separation Allowance Trust that the Board established on October 4, 2021. The second attachment is the Deposit Agreement with the State Treasurer Department which the Resolution approves.

Board Action Requested

Adopt Resolution.

Item Presenter

David Clawson, Finance Director

RESOLUTION OF THE COUNTY OF DARE, NORTH CAROLINA FOR THE LEOSSA TRUST TO PARTICIPATE IN AGPIP

WHEREAS, the **Board of Commissioners** of the **County of Dare, NC** on October 4, 2021 established a trust pursuant to N.C.G.S. § 159-30.2 for the purpose of paying law enforcement officer special separation allowance benefits for which the **County of Dare, NC** is liable (“LEOSSA Trust”);

WHEREAS, the LEOSSA Trust is an irrevocable trust, and the assets of the LEOSSA Trust will not be subject to the claims of the **County of Dare, NC**’s creditors;

WHEREAS, the **Board of Commissioners** wishes to invest assets from the LEOSSA Trust in the Ancillary Governmental Participants Investment Program (“AGPIP”) established by the Treasurer of the State of North Carolina (the “Treasurer”);

WHEREAS, the **Board of Commissioners** has determined that it is advisable and in the best interests of the **County of Dare, NC** to contribute assets from the LEOSSA Trust to AGPIP, as provided in the Deposit Agreement between the **County of Dare, NC** and the Treasurer, which is attached to this resolution (the “Deposit Agreement”).

NOW, THEREFORE, BE IT RESOLVED, that

The LEOSSA Trust was established by adoption of the trust agreement on October 4, 2021;

The person serving in the Finance Director position at the **County of Dare, NC** is appointed the Plan Administrator pursuant to the provisions of the trust agreement for the LEOSSA Trust;

The LEOSSA Trust is established for the purpose of paying law enforcement officer special separation allowance benefits for which the **County of Dare, NC** is liable;

The trustees of the LEOSSA Trust were determined and selected to be the persons serving in the County of Dare positions of the County Manager, the Finance Director, and the Human Resources Director (currently Robert Outten, David Clawson, and Elizabeth Reilly respectively).

The LEOSSA Trust shall participate in AGPIP pursuant to the terms and conditions of the Deposit Agreement;

The initial contribution of the LEOSSA Trust to AGPIP shall be \$ 2,350,000 (the “Contribution”).

The Plan Administrator and the following officers, managers, and/or representatives of the **County of Dare, NC** (collectively, the “Authorized Representatives”) are authorized and directed to execute and deliver the Deposit Agreement, to take any other actions deemed necessary or appropriate to consummate the transactions provided for therein, and to cause the Contribution to be made: County Manager, Finance Director, Human Resources Director, and Assistant Finance Director;

The Authorized Representatives, acting on behalf of the **County of Dare, NC**, are authorized to take all such actions as they may deem necessary or appropriate to give effect to the foregoing resolutions; and

All actions heretofore taken by any of the Authorized Representatives acting on behalf of the **County of Dare, NC** in furtherance of the foregoing resolutions are hereby ratified, adopted, approved, and confirmed in all respects.

Adopted and approved by the **Board of Commissioners** of the **County of Dare, NC**, this 18th day of October, 2021.

Cheryl C. Anby, Clerk to the Board

[SEAL]

North Carolina Department of State Treasurer
Deposit Agreement for Investment in Ancillary Governmental Participant Investment Program
("AGPIP")

Equity Index Fund Pursuant to N.C.G.S. § 147-69.2(b) (8)
Bond Index Fund Pursuant to N.C.G.S. §§ 147-69.2(b)(1)-(6)
and/or

Short-Term Investment Fund Pursuant to N.C.G.S. §§ 147-69.1(c) and 147-69.2(b)(1)

WHEREAS, pursuant to the North Carolina General Statutes, certain public entities that are not part of the North Carolina Retirement System, each an Ancillary Governmental Participant ("Participant" or "Applying Entity"), may deposit monies ("Monies") with the Treasurer of the State of North Carolina ("Treasurer"), who in turn will invest the Monies.

WHEREAS, pursuant to N.C.G.S. §§ 147-69.2(b2), 147-69.2(b4), 147-69.2(b5), or 147-69.2(d), or 147-69.5 or other such enabling legislation authorizing Participant to invest in AGPIP, certain Participants are authorized to direct the Treasurer as to the allocation of their investments;

WHEREAS, each Participant is exempt from federal income tax under Section 115 of the Internal Revenue Code of 1986 ("Code"), as amended, and the Constitution of the United States as an organization performing an essential government function or as an organization owned by an instrumentality of the State of North Carolina;

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

Section 1. General. The undersigned Participant understands, agrees, and acknowledges that it may deposit Monies from time to time with the Treasurer. Subject to the restrictions of the Participant's enabling legislation limiting the Participant's investment options, these Monies may be held and invested in one or more of the following: (i) a portfolio of primarily equity securities ("Equity Index Fund" or "EIF") as permitted by N.C.G.S. § 147-69.2(b)(8); (ii) a portfolio of fixed income instruments ("Bond Index Fund" or "BIF") as permitted by N.C.G.S. §§ 147-69.2(b)(1) through (6) and/or (iii) certain other fixed income instruments as permitted by N.C.G.S. § 147-69.2(b)(1) ("Short-Term Investment Fund" or "STIF").

The undersigned Participant understands and acknowledges that investments in the EIF are to be effected through investments made by the Treasurer in individual, common, or collective trust funds of banks, trust companies, and group trust funds of investment advisory companies as long as the investment manager has assets under management of at least \$100 million. The trustee of each such third-party trust ("Third-party Trustee") shall be appointed by the Treasurer. The undersigned Participant further understands and acknowledges that investments in the BIF are effected through third-party investment management, custodial, and brokerage arrangements. The STIF is to be managed internally by the Treasurer and utilizes third-party custodial and brokerage arrangements.

The undersigned Participant understands, agrees and acknowledges that if the Participant is a Local Government Other Post-Employment Benefits Trust ("OPEB Trust") established pursuant to N.C.G.S. § 150-30.1 or Local Government Law Enforcement Officer Special Separation Allowance Trust ("LEOSSA Trust") established pursuant to N.C.G.S. §§ 147-69.5 and 159-30.2, the Participant has established an irrevocable trust by resolution or ordinance of the entity's governing board. The resolution or ordinance states the purpose for which the OPEB Trust or LEOSSA Trust is created and the method for determining and selecting the trustees.

Section 2. Representations and Warranties. As a condition to its investment, the Participant acknowledges, represents, warrants and agrees that:

- a) The Participant recognizes that it is indirectly investing in equity securities (if the Participant is eligible for the EIF), debt instruments (if the Participant is eligible for the BIF) and/or short-term fixed income investments. BIF, EIF, and/or STIF may lose money over short or long periods of time as they are not bank deposits, are not guaranteed by the State of North Carolina, the Treasurer, or any private sector entity, and may lag the rate of inflation. Neither BIF, EIF, nor STIF is necessarily a complete investment program and returns may lag the returns of a balanced portfolio with comparable risk. BIF and EIF provide only limited liquidity and, Monies invested in the BIF and EIF should not be needed for immediate disbursement. The Participant recognizes that investments in EIF, BIF, and/or STIF are subject to, among other things: general equity and bond market investment risks (including, but not limited to, the risk of the loss of capital); investment manager risk (including, but not limited to, the risk that poor security selection by the manager will cause the investment to underperform relevant to benchmarks or other investments with similar objectives); interest rate risks; credit risks (including, where applicable, custodial credit risks, which is the risk that in the event of the failure of the counterparty, the Treasurer will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party); pre-payment risk; foreign equity risk; emerging market risk; and derivatives risk.
- b) The Participant has taken full cognizance of and understands all of the risk factors, including transition risk, related to investments in EIF, BIF and/or STIF, as applicable.
- c) The Participant is able to bear the economic risk of investments in EIF, BIF and/or STIF, as applicable.
- d) The Participant has such knowledge and experience in financial and business matters that the Participant is capable of evaluating the merits and risks of an investment in the EIF, BIF and/or STIF.
- e) The Participant is solely responsible for determining the suitability of and the statutory authorization of the allocation of its investment between any of the EIF, BIF, and/or STIF, as applicable. The initial allocation shall be made on the form set forth in Appendix A attached hereto and the signatory of such form is a duly authorized representative of the Participant. Allocations thereafter shall be set forth on the deposit/withdrawal/transfer form as set forth in the sample form in Appendix B to be signed on an ongoing basis by a duly authorized representative of the Participant. The Participant acknowledges that the Treasurer shall not rebalance the Participant's allocation on an ongoing basis in order to maintain the

initial percentage allocation made by the Participant. The Participant shall be responsible for reviewing its monthly statements to determine if a rebalance is necessary and shall direct the Treasurer if such rebalance is to be effected. The Participant is responsible for directing the Treasurer as to the source and manner of any rebalance.

- f) The Participant acknowledges that its investment in the EIF, BIF and/or STIF, as the case may be, is permissible under the Participant's North Carolina statutory authority, is suitable for the Participant based upon its other securities holdings, financial situation, liquidity requirements and that the Participant has adequate means of providing for possible contingencies.
- g) The Participant understands that it is not permitted to sell, transfer, or assign any of its investment. In order to liquidate its investment, the Participant will be required to follow the procedures described in Section 4 of this Deposit Agreement. The Participant understands and acknowledges that the Treasurer will use reasonable efforts when transferring money from one investment to another and that the risk of any decline in the value of an investment in EIF, BIF and/or STIF during the interval between any permitted withdrawal date, as further described in Section 4 of this Deposit Agreement, is borne by the Participant.
- h) The Participant acknowledges, represents, warrants and agrees that the Treasurer may at any time in its sole discretion change requirements for deposits, withdrawals, and transfers applicable to Participant accounts should the Treasurer in good faith determine that such changes would be in the collective interest of the EIF, BIF, and/or STIF.
- i) Further, the Participant acknowledges, represents, warrants and agrees that (i) it is exempt from federal income tax under Section 115 of the Code and the Constitution of the United States as an organization performing an essential government function or as an organization owned by an instrumentality of the State of North Carolina; (ii) the investment by the Participant described herein has been duly authorized by all necessary corporate action of the Participant; (iii) the Participant has the requisite corporate power and authority to execute and deliver this document and to deposit the Monies for investment as described herein; (iv) for any Participant authorized to invest with the Treasurer in the EIF, the Treasurer has the power and authority under N.C.G.S. § 147-69.2(b)(8) and applicable law to appoint a Third-party Trustee or Third-party Trustees to hold the monies and assets of the Participant.
- j) The Participant acknowledges that the furnishing of this Deposit Agreement and the Enrollment Packet for the BIF, EIF and STIF is not intended to constitute investment advice or the offering of an investment product. The Treasurer is undertaking the statutory responsibility set out in N.C.G.S. 147-69.3. There is no agreement or understanding between the Treasurer and any Participant under which the latter receives advice from the Treasurer concerning investments which are to be used as a primary basis for the Participant's investment decisions relating to BIF, EIF, or STIF.
- k) The Participant acknowledges that: (1) the BIF, EIF, and STIF can have liquidity limitations, volatility of returns, and risk of loss, including the potential for loss of the principal invested; (2) that Treasurer is not providing investment advice to the Participant; (3) that investing in the BIF, EIF of STIF is only suitable for participants who are willing to bear the economic

risks of the investment; (4) that the participant will carefully review and consider all potential risks and costs before enrolling and investing.

- l) The undersigned understands and acknowledges that the Treasurer has the discretion, without prior notice, to make changes to the EIF and BIF, including but not limited to external manager, fees, investment guidelines or strategy.
- m) The Participant acknowledges and represents that it (i) is not subject to any sanctions administered or enforced by the United States Office of Foreign Assets Control, the United Nations Security Council, the European Union, or other relevant sanctions authority; and (ii) has not and will not transfer funds into an account which have been derived from activities subject to sanctions administered or enforced by the United States Office of Foreign Assets Control, the United Nations Security Council, the European Union, or other relevant sanctions authority.
- n) The Participant acknowledges and represents the following (check the correct box in (i) and (ii)):
 - i) The Participant IS / IS NOT a “Municipal Entity” as that term is defined under the Municipal Advisor Rules (Section 15B of the Securities Exchange Act of 1934, as amended, and the applicable rules thereunder (Rule 15Ba1 et. seq.)).
 - ii) The Participant has information concerning the source of the Monies and confirms that:
 - A. None of the Monies constitutes “Proceeds of Municipal Securities” or “Municipal Escrow Investments” as those terms are defined under the Municipal Advisor Rules;

OR

 - B. Some or all of the Monies constitutes “Proceeds of Municipal Securities” or “Municipal Escrow Investments” as those terms are defined under the Municipal Advisor Rules.
- o) The Participant will notify the Treasurer immediately if it has reason to believe that the foregoing acknowledgements, representations, warranties and agreements may cease to be true. The Participant acknowledges, represents, warrants and agrees that the Treasurer may at any time in its sole discretion make a mandatory payout of Participant accounts should the Treasurer in good faith determine that such a payout would be in the collective interest of the EIF, BIF, and/or STIF, or if a Participant has breached the requirements herein.

Section 3. Fees. The Participant acknowledges, represents, warrants and agrees that fees, expenses, and charges will be deducted from their accounts by the Treasurer. As permitted by N.C.G.S. § 147-69.3(f), the Treasurer may apportion the reasonable costs of administration, management, and operation directly among each of the EIF, BIF, and STIF and such costs will not be itemized at the Participant level. Such costs may include without limitation internal and external investment management and administrative fees and expenses.

Section 4. Deposits and Withdrawals. In order for entities to participate in AGPIP, they must open a STIF Account with the State Treasurer (if they do not already have one) and fund the account. The STIF account is used to move monies into and out of the investments in BIF and/or EIF (if eligible). STIF deposits must be made by 10 a.m. to receive same day credit, otherwise, credit will be made the following business day. Additional information regarding the establishment of a STIF account can be found at <https://www.nctreasurer.com/fod/Resources/BankingHandbook.pdf>.

- a) *Minimum Account Balance.* The minimum balance to open a new account in either BIF or EIF will generally be \$100,000 in each account. The Treasurer reserves the right to establish a de minimis account value, close Participant accounts below such de minimis value, and transfer the proceeds of applicable Participant account balances to their STIF account.
- b) *Procedures for Deposits and Withdrawals.* Once all the required enrollment documents have been completed, received, and eligibility for BIF/EIF has been confirmed and the elected accounts opened, the Participant should email a deposit and withdrawal form to AGPIP@nctreasurer.com for all accounts. BIF/EIF transactions can only be made once a month and must be submitted no later than 5 business days prior to the end of the calendar month. Transactions received 5 business days prior to the end of the calendar month will be processed on the last business day of the month and monies will be available the second business day of the next month. Should the BIF/EIF deposit and withdrawal form be received in less than five (5) business days prior to the month end, the participant must submit a new deposit/withdrawal form for the next month five (5) business days prior to the end of the calendar month.
- c) *Transfers or reallocations between STIF, BIF and or EIF.* Transfers/reallocations between investments in STIF, BIF and or EIF are permitted, subject to all of the limitations on deposits, withdrawals and other procedural requirements provided in this Section 4.
- d) A deposit and withdrawal form is not effective until it is confirmed in an email from the Treasurer to the Participant. The Participant is responsible for contacting the Treasurer if it does not receive a confirmation email.

Section 5. RELIANCE BY THIRD-PARTY TRUSTEES. THE PARTICIPANT EXPRESSLY AGREES THAT ALL OF THE ACKNOWLEDGEMENTS, REPRESENTATIONS, WARRANTIES AND AGREEMENTS MADE HEREIN MAY BE RELIED UPON BY ANY THIRD-PARTY TRUSTEE APPOINTED BY THE TREASURER.

Note: Information provided in these documents may contain Sensitive Financial and Personal Information that should not be emailed without being encrypted. If your system does not support email encryption, it is advisable that you contact AGPIP@nctreasurer.com and "cc" OPSTEAM@nctreasurer.com for potential options to deliver the information in a secure format.

The undersigned Applying Entity has caused this Deposit Agreement to be executed by its
Authorized Representative as of the date written below.

Applying Entity: County of Dare, NC
Law Enforcement Officers' Special Separation
Allowance Trust
(Type or Print)

By: David Clawson
Name (Type or Print)
Deputy County Manager +
Title Finance Director

David Cl
Signature
10/8/2021
Date

Authorized Representative
Name: David Clawson
Title: Deputy County Manager
Address: P.O. Box 1000
Manteo NC 27954
Tel: (252) 475-5731 Fax: (252) 475-5818
E-mail: davec@darenc.com

Primary Contact (for statements and communications, if
different from Authorized Representative)
Name: _____
Title: _____
Address: _____
Tel: _____ Fax: _____
E-mail: _____

Acknowledged and Agreed: _____

Date: _____

Authorized Representative of Department of State Treasurer



***Dare County HHS- Public Health Division
Additional Preparedness and Response funds for
Bright Ideas Grant***

Description

The Public Health division has received additional funding from NC Division of Public Health, Preparedness & Response Branch for the Bright Ideas grant. The goal for this funding is to teach Water and Hurricane Safety to the 1st & 2nd graders of Dare County Public Schools and engage their teachers and parents on how to be prepared for hurricane events and to be safe around water (ocean, sound, floods). This additional funding will be used to create and provide "Smart Kids R Safe Kids" training to an estimated 800 first and second grade students at 5 Dare County elementary schools. Create 2 fifteen-minute videos on Hurricanes and Water Safety. Design and distribute 800 Dare County specific "Smart Kids R Safe Kids" coloring books.

Board Action Requested

Approve Budget Amendment

A handwritten signature in black ink, appearing to be "SLO", is written over the text "Approve Budget Amendment".

Item Presenter

N/A

DARE COUNTY

BUDGET AMENDMENT

F/Y 2021-2022

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
<u>Department:</u> Health & Human Services-Public Health					
<u>Revenues:</u>					
State/Federal-Preparedness & Response	103027	424270	45140	\$16,068	
<u>Expenses:</u>					
Contract Services	104600	510700	45140	\$800	
Supplies	104600	513300	45140	\$14,468	
Travel	104600	525100	45140	\$800	

Explanation:

Bright Ideas grant from NC Division of Public Health. Funding to be used for a videographer to produce 2 videos, to purchase supplies for emergency kits for kids, to purchase supplies for presentations at school assemblys and for travel to the 5 schools.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

(sign in red)

Finance only:

Date entered: _____ Entered by: _____ Reference number: _____

Division of Public Health Agreement Addendum FY 21-22

Dare County Department of Health & Human
Services — Public Health Division

Local Health Department Legal Name

Epidemiology / PH Preparedness & Response

DPH Section / Branch Name

514 NC Public Health Emergency Preparedness

Activity Number and Description

Wayne Mixon, (919) 546-1831

wayne.mixon@dhhs.nc.gov

DPH Program Contact

(name, phone number, and email)

06/01/2021 – 05/31/2022

Service Period

DPH Program Signature

Date

(only required for a negotiable agreement addendum)

07/01/2021 – 06/30/2022

Payment Period

- Original Agreement Addendum
 Agreement Addendum Revision # 1

I. Background:

As of November 1, 2021, this Agreement Addendum Revision #1 adds the following paragraph:

The PHP&R Branch periodically makes additional funding available to local health departments to pursue innovative preparedness-related projects. The “Bright Ideas” program is the mechanism by which the additional funding is awarded on a competitive basis to the local health department whose application provides the best outputs and outcomes for the funding requested.

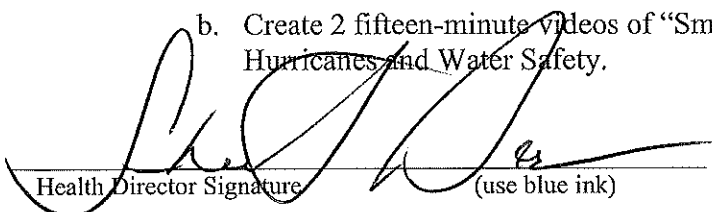
II. Purpose:

This Agreement Addendum Revision #1 awards additional funds as part of the “Bright Ideas” project to Dare County Department of Health & Human Services — Public Health Division to create and deliver a youth water and hurricane safety education program entitled, “Smart Kids R Safe Kids”.

III. Scope of Work and Deliverables:

As of November 1, 2021, this Agreement Addendum Revision #1 adds Paragraph 6 and 7, as follows:

6. Complete the following “Bright Ideas” project activities by May 31, 2022:
 - a. Create and provide “Smart Kids R Safe Kids” training to an estimated 800 first and second grade students at 5 Dare County elementary schools (Kitty Hawk, Nags Head, Hatteras, Manteo, First Flight).
 - b. Create 2 fifteen-minute videos of “Smart Kids R Safe Kids.” The two video topics are Hurricanes and Water Safety.


 Health Director Signature (use blue ink)

10/4/2021
 Date

Local Health Department to complete:	LHD program contact name:	Roxana Ballinger
(If follow-up information is needed by DPH)	Phone number with area code:	252-475-5619
	Email address:	roxana.ballinger@darenc.com

- c. Design and distribute 800 Dare County specific “Smart Kids R Safe Kids” coloring books and distribute to Kitty Hawk, Nags Head, Hatteras, Manteo, and First Flight elementary school students.
- 7. Present on the Bright Ideas project at a PHP&R Quarterly Engagement Meeting by May 31, 2022.

IV. Performance Measures/Reporting Requirements:

No change.

V. Performance Monitoring and Quality Assurance:

No change.

VI. Funding Guidelines or Restrictions:

No change.

Supplement reason: In AA+BE or AA+BE Rev -OR- -

CFDA #: 93.069 | Fed awd date: 4/15/2021 | Is award R&D? no | FAIN: NU90TP922002 | Total amount of fed awd: \$ 15,457,185

CFDA name: Public Health Emergency Preparedness	Fed award project description: North Carolina's Public Health Emergency Preparedness (PHEP) Cooperative Agreement
	Fed awarding agency: DHHS, Centers for Disease Control and Prevention Federal award indirect cost rate: n/a %

Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity	Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity
Alamance	965194483	0	40,250	Jackson	019728518	0	27,168
Albemarle	130537822	0	110,380	Johnston	097599104	5,090	58,213
Alexander	030495105	19,076	49,144	Jones	095116935	0	30,993
Anson	847163029	0	31,874	Lee	067439703	19,608	61,003
Appalachian	780131541	0	40,616	Lenoir	042789748	0	33,364
Beaufort	091567776	0	34,719	Lincoln	086869336	0	43,114
Bladen	084171628	8,701	44,443	Macon	070626825	0	32,125
Brunswick	091571349	0	39,296	Madison	831052873	0	30,590
Buncombe	879203560	0	75,000	MTW	087204173	5,207	46,199
Burke	883321205	0	37,283	Mecklenburg	074498353	0	104,000
Cabarrus	143408289	0	49,633	Montgomery	025384603	0	31,659
Caldwell	948113402	0	38,913	Moore	050988146	0	37,816
Carteret	058735804	0	37,148	Nash	050425677	0	37,415
Caswell	077846053	0	30,720	New Hanover	040029563	0	80,000
Catawba	083677138	0	40,965	Northampton	097594477	0	31,664
Chatham	131356607	0	35,411	Onslow	172663270	19,528	64,863
Cherokee	130705072	0	31,025	Orange	139209659	0	38,836
Clay	145058231	0	27,459	Pamlico	097600456	0	29,948
Cleveland	879924850	0	39,642	Pender	100955413	0	36,466
Columbus	040040016	0	38,319	Person	091563718	0	31,510
Craven	091564294	0	39,524	Pitt	080889694	0	87,131
Cumberland	123914376	0	72,500	Polk	079067930	0	7,870
Dare	082358631	16,068	60,825	Randolph	027873132	0	43,545
Davidson	077839744	0	42,887	Richmond	070621339	0	33,216
Davie	076526651	0	30,211	Robeson	082367871	0	44,413
Duplin	095124798	0	36,648	Rockingham	077847143	0	38,082
Durham	088564075	0	80,000	Rowan	074494014	0	50,996
Edgecombe	093125375	0	34,291	Sampson	825573975	0	40,937
Foothills	782359004	0	39,342	Scotland	091564146	18,820	49,640
Forsyth	105316439	0	55,515	Stanly	131060829	0	33,520
Franklin	084168632	0	33,439	Stokes	085442705	0	28,236
Gaston	071062186	0	54,827	Surry	077821858	0	35,478
Graham	020952383	0	29,682	Swain	146437553	0	30,203
Granville-Vance	063347626	15,175	54,206	Toe River	113345201	0	46,421
Greene	091564591	0	30,022	Transylvania	030494215	0	30,783
Guilford	071563613	0	80,000	Union	079051637	0	51,543
Halifax	014305957	0	36,528	Wake	019625961	0	88,000
Harnett	091565986	0	38,729	Warren	030239953	0	30,487
Haywood	070620232	0	33,733	Wayne	040036170	0	39,848
Henderson	085021470	0	36,828	Wilkes	067439950	0	37,518
Hoke	091563643	0	26,685	Wilson	075585695	0	34,651
Hyde	832526243	0	29,718	Yadkin	089910624	0	30,993
Iredell	074504507	0	50,937				

DPH-Aid-To-Counties

For Fiscal Year: 21/22

Budgetary Estimate Number : 1

Activity 514	AA	1264 2679 EQ	Total Allocated	1264 2679 ER	Total Allocated	1264 2680 EQ	Total Allocated	1264 2680 EQ	Total Allocated	1264 2680 ER	Total Allocated	1264 2680 ER	Total Allocated	Proposed Total	New Total
Service Period		06/01-06/30		07/01-05/31		06/01-06/30		11/01-05/31		07/01-05/31		11/01-05/31			
Payment Period		07/01-07/31		08/01-06/30		07/01-07/31		12/01-06/30		08/01-06/30		12/01-06/30			
01 Alamance		0	\$0.00	0	\$0.00	0	\$3,354.00	0	\$0.00	0	\$36,896.00	0	\$0.00	0	40,250
D1 Albemarle		0	\$7,177.00	0	\$78,944.00	0	\$2,022.00	0	\$0.00	0	\$22,237.00	0	\$0.00	0	110,380
02 Alexander	* 1	0	\$0.00	0	\$0.00	0	\$2,506.00	19,076	\$0.00	0	\$27,562.00	0	\$0.00	19,076	49,144
04 Anson		0	\$0.00	0	\$0.00	0	\$2,656.00	0	\$0.00	0	\$29,218.00	0	\$0.00	0	31,874
D2 Appalachian		0	\$0.00	0	\$0.00	0	\$3,385.00	0	\$0.00	0	\$37,231.00	0	\$0.00	0	40,616
07 Beaufort		0	\$0.00	0	\$0.00	0	\$2,893.00	0	\$0.00	0	\$31,826.00	0	\$0.00	0	34,719
09 Bladen	* 1	0	\$0.00	0	\$0.00	0	\$2,979.00	0	\$0.00	0	\$32,763.00	8,701	\$0.00	8,701	44,443
10 Brunswick		0	\$0.00	0	\$0.00	0	\$3,275.00	0	\$0.00	0	\$36,021.00	0	\$0.00	0	39,296
11 Buncombe		0	\$0.00	0	\$0.00	0	\$6,250.00	0	\$0.00	0	\$68,750.00	0	\$0.00	0	75,000
12 Burke		0	\$0.00	0	\$0.00	0	\$3,107.00	0	\$0.00	0	\$34,176.00	0	\$0.00	0	37,283
13 Cabarrus		0	\$4,136.00	0	\$45,497.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	49,633
14 Caldwell		0	\$0.00	0	\$0.00	0	\$3,243.00	0	\$0.00	0	\$35,670.00	0	\$0.00	0	38,913
16 Carteret		0	\$0.00	0	\$0.00	0	\$3,096.00	0	\$0.00	0	\$34,052.00	0	\$0.00	0	37,148
17 Caswell		0	\$0.00	0	\$0.00	0	\$2,560.00	0	\$0.00	0	\$28,160.00	0	\$0.00	0	30,720
18 Catawba		0	\$0.00	0	\$0.00	0	\$3,414.00	0	\$0.00	0	\$37,551.00	0	\$0.00	0	40,965
19 Chatham		0	\$0.00	0	\$0.00	0	\$2,951.00	0	\$0.00	0	\$32,460.00	0	\$0.00	0	35,411
20 Cherokee		0	\$0.00	0	\$0.00	0	\$2,585.00	0	\$0.00	0	\$28,440.00	0	\$0.00	0	31,025
22 Clay		0	\$0.00	0	\$0.00	0	\$2,288.00	0	\$0.00	0	\$25,171.00	0	\$0.00	0	27,459
23 Cleveland		0	\$0.00	0	\$0.00	0	\$3,304.00	0	\$0.00	0	\$36,338.00	0	\$0.00	0	39,642
24 Columbus		0	\$0.00	0	\$0.00	0	\$3,193.00	0	\$0.00	0	\$35,126.00	0	\$0.00	0	38,319
25 Craven		0	\$0.00	0	\$0.00	0	\$3,294.00	0	\$0.00	0	\$36,230.00	0	\$0.00	0	39,524
26 Cumberland		0	\$0.00	0	\$0.00	0	\$6,042.00	0	\$0.00	0	\$66,458.00	0	\$0.00	0	72,500
28 Dare	* 1	0	\$0.00	0	\$0.00	0	\$3,730.00	16,068	\$0.00	0	\$41,027.00	0	\$0.00	16,068	60,825
29 Davidson		0	\$0.00	0	\$0.00	0	\$3,574.00	0	\$0.00	0	\$39,313.00	0	\$0.00	0	42,887
30 Davie		0	\$0.00	0	\$0.00	0	\$2,518.00	0	\$0.00	0	\$27,693.00	0	\$0.00	0	30,211
31 Duplin		0	\$0.00	0	\$0.00	0	\$3,054.00	0	\$0.00	0	\$33,594.00	0	\$0.00	0	36,648
32 Durham		0	\$0.00	0	\$0.00	0	\$6,667.00	0	\$0.00	0	\$73,333.00	0	\$0.00	0	80,000
33 Edgecombe		0	\$0.00	0	\$0.00	0	\$2,858.00	0	\$0.00	0	\$31,433.00	0	\$0.00	0	34,291
D7 Foothills		0	\$0.00	0	\$0.00	0	\$3,278.00	0	\$0.00	0	\$36,064.00	0	\$0.00	0	39,342
34 Forsyth		0	\$0.00	0	\$0.00	0	\$4,626.00	0	\$0.00	0	\$50,889.00	0	\$0.00	0	55,515
35 Franklin		0	\$0.00	0	\$0.00	0	\$2,787.00	0	\$0.00	0	\$30,652.00	0	\$0.00	0	33,439
36 Gaston		0	\$4,569.00	0	\$50,258.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	54,827
38 Graham		0	\$0.00	0	\$0.00	0	\$2,474.00	0	\$0.00	0	\$27,208.00	0	\$0.00	0	29,682
D3 Gran-Vance	* 1	0	\$0.00	0	\$0.00	0	\$3,253.00	6,939	\$0.00	0	\$35,778.00	8,236	\$0.00	15,175	54,206

40	Greene			0	\$0.00	0	\$0.00	0	\$2,502.00	0	\$0.00	0	\$27,520.00	0	\$0.00	0	30,022
41	Guilford			0	\$0.00	0	\$0.00	0	\$6,667.00	0	\$0.00	0	\$73,333.00	0	\$0.00	0	80,000
42	Halifax			0	\$0.00	0	\$0.00	0	\$3,044.00	0	\$0.00	0	\$33,484.00	0	\$0.00	0	36,528
43	Harnett			0	\$0.00	0	\$0.00	0	\$3,227.00	0	\$0.00	0	\$35,502.00	0	\$0.00	0	38,729
44	Haywood			0	\$0.00	0	\$0.00	0	\$2,811.00	0	\$0.00	0	\$30,922.00	0	\$0.00	0	33,733
45	Henderson			0	\$0.00	0	\$0.00	0	\$3,069.00	0	\$0.00	0	\$33,759.00	0	\$0.00	0	36,828
47	Hoke			0	\$0.00	0	\$0.00	0	\$2,224.00	0	\$0.00	0	\$24,461.00	0	\$0.00	0	26,685
48	Hyde			0	\$0.00	0	\$0.00	0	\$2,477.00	0	\$0.00	0	\$27,241.00	0	\$0.00	0	29,718
49	Iredell			0	\$4,245.00	0	\$46,692.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	50,937
50	Jackson			0	\$0.00	0	\$0.00	0	\$2,264.00	0	\$0.00	0	\$24,904.00	0	\$0.00	0	27,168
51	Johnston	*	1	0	\$0.00	0	\$0.00	0	\$4,427.00	5,090	\$0.00	0	\$48,696.00	0	\$0.00	5,090	58,213
52	Jones			0	\$0.00	0	\$0.00	0	\$2,583.00	0	\$0.00	0	\$28,410.00	0	\$0.00	0	30,993
53	Lee	*	1	0	\$0.00	0	\$0.00	0	\$3,450.00	0	\$0.00	0	\$37,945.00	19,608	\$0.00	19,608	61,003
54	Lenoir			0	\$0.00	0	\$0.00	0	\$2,805.00	0	\$0.00	0	\$30,859.00	0	\$0.00	0	33,664
55	Lincoln			0	\$3,593.00	0	\$39,521.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	43,114
56	Macon			0	\$0.00	0	\$0.00	0	\$2,677.00	0	\$0.00	0	\$29,448.00	0	\$0.00	0	32,125
57	Madison			0	\$0.00	0	\$0.00	0	\$2,549.00	0	\$0.00	0	\$28,041.00	0	\$0.00	0	30,590
D4	M-T-W	*	1	0	\$0.00	0	\$0.00	0	\$3,416.00	5,207	\$0.00	0	\$37,576.00	0	\$0.00	5,207	46,199
60	Mecklenburg			0	\$8,667.00	0	\$95,333.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	104,000
62	Montgomery			0	\$0.00	0	\$0.00	0	\$2,638.00	0	\$0.00	0	\$29,021.00	0	\$0.00	0	31,659
63	Moore			0	\$0.00	0	\$0.00	0	\$3,151.00	0	\$0.00	0	\$34,665.00	0	\$0.00	0	37,816
64	Nash			0	\$0.00	0	\$0.00	0	\$3,118.00	0	\$0.00	0	\$34,297.00	0	\$0.00	0	37,415
65	New Hanover			0	\$0.00	0	\$0.00	0	\$6,667.00	0	\$0.00	0	\$73,333.00	0	\$0.00	0	80,000
66	Northampton			0	\$0.00	0	\$0.00	0	\$2,639.00	0	\$0.00	0	\$29,025.00	0	\$0.00	0	31,664
67	Onslow			0	\$0.00	0	\$0.00	0	\$3,778.00	0	\$0.00	0	\$41,557.00	0	\$0.00	0	45,335
68	Orange			0	\$0.00	0	\$0.00	0	\$3,236.00	0	\$0.00	0	\$35,600.00	0	\$0.00	0	38,836
69	Pamlico			0	\$0.00	0	\$0.00	0	\$2,496.00	0	\$0.00	0	\$27,452.00	0	\$0.00	0	29,948
71	Pender			0	\$0.00	0	\$0.00	0	\$3,039.00	0	\$0.00	0	\$33,427.00	0	\$0.00	0	36,466
73	Person			0	\$0.00	0	\$0.00	0	\$2,626.00	0	\$0.00	0	\$28,884.00	0	\$0.00	0	31,510
74	Pitt			0	\$0.00	0	\$0.00	0	\$7,261.00	0	\$0.00	0	\$79,870.00	0	\$0.00	0	87,131
75	Polk			0	\$0.00	0	\$0.00	0	\$656.00	0	\$0.00	0	\$7,214.00	0	\$0.00	0	7,870
76	Randolph			0	\$0.00	0	\$0.00	0	\$3,629.00	0	\$0.00	0	\$39,916.00	0	\$0.00	0	43,545
77	Richmond			0	\$0.00	0	\$0.00	0	\$2,768.00	0	\$0.00	0	\$30,448.00	0	\$0.00	0	33,216
78	Robeson			0	\$0.00	0	\$0.00	0	\$3,701.00	0	\$0.00	0	\$40,712.00	0	\$0.00	0	44,413
79	Rockingham			0	\$0.00	0	\$0.00	0	\$3,174.00	0	\$0.00	0	\$34,908.00	0	\$0.00	0	38,082
80	Rowan			0	\$4,250.00	0	\$46,746.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	50,996
82	Sampson			0	\$0.00	0	\$0.00	0	\$3,411.00	0	\$0.00	0	\$37,526.00	0	\$0.00	0	40,937
83	Scotland	*	1	0	\$0.00	0	\$0.00	0	\$2,568.00	18,820	\$0.00	0	\$28,252.00	0	\$0.00	18,820	49,640
84	Stanly			0	\$0.00	0	\$0.00	0	\$2,793.00	0	\$0.00	0	\$30,727.00	0	\$0.00	0	33,520
85	Stokes			0	\$0.00	0	\$0.00	0	\$2,353.00	0	\$0.00	0	\$25,883.00	0	\$0.00	0	28,236
86	Surry			0	\$0.00	0	\$0.00	0	\$2,957.00	0	\$0.00	0	\$32,521.00	0	\$0.00	0	35,478
87	Swain			0	\$0.00	0	\$0.00	0	\$2,517.00	0	\$0.00	0	\$27,686.00	0	\$0.00	0	30,203

D6 Toe River		0	\$0.00	0	\$0.00	0	\$3,868.00	0	\$0.00	0	\$42,553.00	0	\$0.00	0	46,421
88 Transylvania		0	\$0.00	0	\$0.00	0	\$2,565.00	0	\$0.00	0	\$28,218.00	0	\$0.00	0	30,783
90 Union		0	\$4,295.00	0	\$47,248.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	51,543
92 Wake		0	\$0.00	0	\$0.00	0	\$7,333.00	0	\$0.00	0	\$80,667.00	0	\$0.00	0	88,000
93 Warren		0	\$0.00	0	\$0.00	0	\$2,541.00	0	\$0.00	0	\$27,946.00	0	\$0.00	0	30,487
96 Wayne		0	\$0.00	0	\$0.00	0	\$3,321.00	0	\$0.00	0	\$36,527.00	0	\$0.00	0	39,848
97 Wilkes		0	\$0.00	0	\$0.00	0	\$3,127.00	0	\$0.00	0	\$34,391.00	0	\$0.00	0	37,518
98 Wilson		0	\$0.00	0	\$0.00	0	\$2,888.00	0	\$0.00	0	\$31,763.00	0	\$0.00	0	34,651
99 Yadkin		0	\$0.00	0	\$0.00	0	\$2,583.00	0	\$0.00	0	\$28,410.00	0	\$0.00	0	30,993
Totals		0	40,932	0	450,239	0	256,810	71,200	0	0	2,824,820	36,545	0	107,745	3,680,546

Sign and Date - DPH Program Administrator <i>Wayne Nixon</i> 9-22-2021	Sign and Date - DPH Section Chief <i>JMK</i> 9-22-2021
Sign and Date - DPH Contracts Office <i>Grensko Stuart</i> 9/23/2021	Sign and Date - DPH Budget Officer <i>A. Deay</i> 09/23/2021

SH 9/23/2021



***Dare County DHHS Public Health Division
Strategic Prevention Framework for Prescription Drugs (SPF-Rx)
Additional Funding***

Description

The Public Health Division has received additional funding from Trillium Health Resources for the Strategic Prevention Framework for Prescription Drugs (SPF-Rx) program. Funding to be used to raise community awareness about the dangers of sharing medications, proper storage and disposal of expired medications through disposal kits, lock boxes, billboards, advertisements, and community events. A new billboard wrap is planned for FY22, funding will also be used to attend outreach/drug drop events in Dare County and distribute pill disposal bags, medicine lock boxes along with Lock Your Meds brochures and other collateral on local drug drop kiosks locations in Dare county and to attend (virtually or in-person) in-state and out of state prevention conferences.

Board Action Requested

Approve Budget Ammendment

A handwritten signature in black ink, appearing to be "S. B.", is written over the text "Approve Budget Ammendment".

Item Presenter

DARE COUNTY

BUDGET AMENDMENT

F/Y 2021-2022

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
Department: Health & Human Services-Public Health					
<u>Revenues:</u>					
State/Federal-Trillium SPF/Rx Grant	103027	424204	56003	\$35,000	
<u>Expenses:</u>					
Advertising & Promotion	104600	525600	56003	\$31,000	
Training	104600	525100	56003	\$4,000	

Explanation:

Trillium SPF-Rx grant funding. Funds to be used for social media campaign, videos, PSAs, billboard messaging and required conferences, trainings and travel costs.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

(sign in red)

Finance only:

Date entered: _____ Entered by: _____ Reference number: _____

Contract #	0054T-000-FY22
Cost Center #	5000
Line Item #	0690-03
Obligated	\$35,000.00

**PROCUREMENT CONTRACT FOR PROVISION OF SERVICES
BETWEEN
TRILLIUM HEALTH RESOURCES (LME/PIHP)
AND
DARE COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES
THROUGH THE COUNTY OF DARE
A PROVIDER OF MH/DD/SA SERVICES**

**ARTICLE I:
GENERAL TERMS AND CONDITIONS**

- 1. DEFINITIONS: Any term that is defined in NCGS122C-3 shall have the same definition in this contract unless otherwise specified.**
- A. “Catchment area” Geographic Service Area meaning a defined grouping of counties. Local Management Entity/Prepaid Inpatient Health Plan (LME/PIHP).
 - B. “Clean Claim” means a claim that can be processed without obtaining additional information from the provider of the services or from a third party. It does not include a claim under review for medical necessity, or a claim that is from a Provider that is under investigation by a governmental agency for fraud or abuse.
 - C. “Continuous Quality Improvement (CQI)” refers to a continuous effort to achieve measurable improvements in the efficiency, effectiveness, and accountability of an organization. This process is designed to improve the quality of services by tracking performance through outcome and performance measures. (The following link provides a description of what the Centers for Medicare and Medicaid Services (CMS) expects with regard to Continuous Quality Improvement: <http://www.medicaid.gov/Federal-Policy-Guidance/downloads/SHO-13-007.pdf>)
 - D. “Contract” means this Procurement Contract for the Provision of Services between LME/PIHP and Contractor, including any and all Appendices and attachments.
 - E. “Contractor” means DARE COUNTY DEPARTMENT OF HEALTH AND DUMAN SERVICES THROUGH THE COUNTY OF DARE, the provider of services pursuant to this contract, including all staff and employees of Contractor. Contractor shall, as a party to this Contract be considered a Network Provider.
 - F. “Controlling Authority” means as defined in this Contract.
 - G. “Department” means the North Carolina Department of Health and Human Services (DHHS) and includes the Division of Health Benefits (DHB) and Mental Health, Developmental Disabilities and Substance Abuse Services (DMH/DD/SAS).
 - H. “Emergency services” With respect to an emergency service, covered inpatient and outpatient services that:
 - i. are furnished by a Contractor that is qualified to furnish such services; and
 - ii. are needed to evaluate or stabilize an emergency medical condition.

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- I. “Enrollee” or “Member” refers to (1) for purposes of Medicaid-reimbursable services, a Medicaid beneficiary whose Medicaid eligibility arises from residency in a county covered by the LME/PIHP or who is currently enrolled in the LME/PIHP and/or (2) for non-Medicaid reimbursable services, a State Funded Member.
- J. “LME/PIHP” means the political subdivision organized pursuant to N.C.G.S. §122C-3(20-c), and which is responsible for authorizing, managing and reimbursing providers for all Medicaid and State-funded mental health, substance abuse, and developmental disability services pursuant to contracts with the Department for those Members within the LME/PIHP’s defined catchment area. For purposes of this Contract, unless otherwise specified, Trillium Health Resources is the LME/PIHP.
- K. “Medical Record” means a single complete record, maintained by the Contractor of services, which documents all of the treatment plans developed for, and behavioral health services received by a Member.
- L. “Network Provider” shall mean as defined in 42 CFR 438.2.
- M. “Notice” means a written communication between the parties delivered by trackable mail, electronic means, facsimile, or by hand.
- N. “Party” refers only to the contractor as defined in this agreement or the LME/PIHP who are the two signatories to this contract.
- O. “Post stabilization services” or “Post stabilization care services” mean as defined in 42 CFR §422.113 and §438.114.
- P. Prepaid Inpatient Health Plan (PIHP): An entity that: (1) provides medical services to Members under contract with the State agency, and on the basis of prepaid capitation payments, or other payment arrangements that do not use state plan payment rates; (2) provides, arranges for, or otherwise has responsibility for the provision of any inpatient hospital or institutional services for its Members; and (3) does not have a comprehensive risk contract.
- Q. “Provider Operations Manual” or “Provider Manual” means the provider manual and any billing manuals, adopted by LME/PIHP which may include, without limitation, requirements relating to billing, credentialing, utilization management, quality management, grievances and appeals, on-site reviews and State requirements, as may be unilaterally amended from time to time by LME/PIHP.
- R. “Regulatory Requirements” means all applicable federal and state statutes, regulations, regulatory guidance, judicial or administrative rulings, requirements of LME/PIHP’s contracts with the North Carolina Department of Health and Human Services and standards and requirements of any accrediting or certifying organization, including, but not limited to, the requirements set forth in the attachments to this Contract.
- S. “State-Funded Member” refers to an individual who receives Mental Health, Developmental Disability, and/or Substance Abuse (MH/DD/SA) services that are paid with State funds (which may include state and/or federal block grant funds).
- T. “Unmanaged Visits” refers to visits not requiring prior authorization.

2. BASIC RELATIONSHIP:

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Contractor enters into this Contract with LME/PIHP for the purpose of providing medically necessary MH/DD/SA services to the LME/PIHP's Member(s) and agrees to comply with Controlling Authority, the conditions set forth in this Contract and all Appendices or Attachments to this Contract. The Parties acknowledge and agree that a termination of this Contract is not an adverse determination as set forth in G.S. 108C and that Controlling Authority allows this Contract to be terminated with or without cause. Contractor is an independent contractor of LME/PIHP. This Contract is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between the parties, their employees, partners, or agents but rather Contractor is an independent contractor of the LME/PIHP. Further, neither party shall be considered an employee or agent of the other for any purpose including but not limited to, compensation for services, employee welfare and pension benefits, workers' compensation insurance, or any other fringe benefits of employment.

3. ENTIRE AGREEMENT/ REVISIONS:

This Contract, consisting of the Procurement Contract for the Provision of Services, and any and all Appendices and Attachments, constitutes the entire Contract between the LME/PIHP and the Contractor for the provision of services to Member(s). This contract shall supersede and replace any current Medicaid and/or State contract between the Contractor and LME/PIHP. Except for changes to Controlling Authority published by CMS, the LME/PIHP, the Department, its divisions and/or its fiscal agent as referenced in Article I Section 4, any alterations, amendments, or modifications in the provision(s) of the Contract shall be in writing, signed by all parties, and attached hereto.

4. CONTROLLING AUTHORITY:

This Contract is required by State and Federal law, including 42 C.F.R. §438.206 and §438.214, and shall be governed by the following, including any subsequent revisions or amendments thereto, (hereinafter referred to as the "Controlling Authority"):

- a. Title XIX of the Social Security Act and its implementing regulations, N.C.G.S. Chapter 108A, the North Carolina State Plan for Medical Assistance, the North MH/DD/SA services health plan waiver authorized by CMS pursuant to section 1915(b) of the Act, and the N.C. Home and Community Based Services Innovations waiver authorized by CMS pursuant to section 1915(c) of the Act; and
- b. The federal anti-kickback statute, 42 U.S.C. §1320a-7b(b) and its implementing regulations; the federal False Claims Act, 31 U.S.C. §3729 – 3733 and its implementing regulations; and the North Carolina Medical Providers False Claims Act, N.C. Gen. Stat. §108A-70-10 *et seq.*; and
- c. All federal and state Member's rights and confidentiality laws and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Standard for Privacy of Individually Identifiable Health Information and Health Insurance Reform: Security Standards, 45 CFR Part 164, alcohol and drug abuse patient records laws codified at 42 U.S.C. §290dd-2 and 42 CFR Part 2, the Health Information Technology for Economics and Clinical Health

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Act (HITECH Act) adopted as part of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), and those State laws and regulations denominated in Appendix G; and

- d. Regulations concerning access to care, utilization review, clinical studies, utilization management, care management, quality management, disclosure, enrollment and credentialing activities as set forth in 42 CFR parts 438, 441, 455, and 456; and
- e. State licensure and certification laws, rules and regulations applicable to Contractor; and
- f. Applicable provisions of Chapter 122C of the North Carolina General Statutes; and
- g. Medical or clinical coverage policies promulgated by the Department in accordance with N.C.G.S. §108A-54.2; and
- h. The North Carolina Medicaid and Health Choice Provider Requirements, N.C. Gen. Stat. Ch. 108C.
- i. The Americans With Disabilities Act, Titles VI and VII of the Civil Rights Act of 1964, Section 503 and 504 of the Vocational Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and subsequent amendments and regulations developed pursuant thereto, to the effect that no person shall, on the grounds of sex, age, race, religious affiliation, handicap, or national origin, be subjected to discrimination in the provision of any services or in employment practices; and
- j. The Drug Free Workplace Act of 1988; and
- k. The requirements and reporting obligations related to the Substance Abuse and Treatment Block Grant (SAPTBG), Community Mental Health Services Block Grant (CMHSBG), Social Services Block Grant (SSBG) and accompanying state Maintenance of Effort (MOE) requirements; Projects to Assist in the Transition from Homelessness (PATH) formula grant; Strategic Prevention Framework – State Incentive Grant (SPF-SIG), Safe and Drug Free Schools and Communities Act (SDFSCA), and all other applicable federal grant program funding compliance requirements, if applicable.
- l. Regulatory Requirements and any other applicable federal or state laws, rules or regulations, in effect at the time the service is rendered and concerning the provision or billing of Medicaid-reimbursable or State-funded Mental Health, Developmental Disabilities and Substance Abuse (MH/DD/SA) services; and
- m. The LME/PIHP’s Provider Operations Manual and LME/PIHP contracts with the Department.

Contractor agrees to operate and provide services in accordance with and pursuant to Controlling Authority and the terms of this Contract. Contractor shall be responsible for keeping abreast of changes to Controlling Authority and to provide education and training to its staff and employees as appropriate. Contractor shall develop and implement a compliance program in accordance with 42 U.S.C. §1396a(kk)(5).

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Contractor shall at all times cooperate and comply with the requirements, policies, programs and procedures (“Policies”) of LME/PIHP, which may be set forth and/or summarized in the Provider Manual. The Provider Manual may include, but shall not be limited to, Policies regarding the following: credentialing criteria and requirements, notification requirements, claims and billing, quality assessment and improvement, utilization management, care management, on-site reviews, prior authorization, grievance and appeal processes, coordination of benefits and third party liability policies and data reporting requirements. The failure to comply with such Policies could result in a denial or reduction of payment to the Contractor, or to sanctions set forth in the Provider Manual, this Contract and Regulatory Requirements. LME/PIHP shall make the Provider Manual available to Contractor via its website or alternative means. In the event of a material change to the Provider Manual, LME/PIHP will provide Contractor with at least thirty (30) days’ advance written notice of such change. Such notice may be given by LME/PIHP through a periodic provider newsletter, an update to the on-line Provider Manual, or any other written method (electronic or paper). If there is any conflict between this Contract and the Provider Manual, this Contract will control.

Contractor further understands and acknowledges that Contractor 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 (a) the Contract and LME/PIHP’s contracts with NC DHHS, and (b) all persons or entities receiving state and federal funds. Contractor agrees to carry out its respective obligations under this Contract in accordance with Controlling Authority, the Provider Manual and 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. Contractor understands and agrees that its violation of a state or federal law relating to the delivery of services pursuant to this Contract, or any violation of LME/PIHP’s contracts with NC DHHS could result in liability for money damages, and/or civil or criminal penalties and sanctions under state and/or federal law, rule or regulation. If, due to Contractor’s noncompliance with applicable Regulatory Requirements or this Contract, paybacks, sanctions, penalties or liquidated damages are imposed on LME/PIHP, LME/PIHP may, in its sole discretion, offset such amounts against any amounts due Contractor from LME/PIHP or require Contractor to reimburse LME/PIHP for such amounts.

5. TERM:

The term of this Contract shall have an effective date of September 1, 2021, and shall remain in effect until June 30, 2022, unless terminated by either party as set forth herein. The LME/PIHP reserves the right to impose shorter time limits on the term of this Contract should Contractor fail to comply with the terms of this Contract. Contractor understands that State and Federal statutory and regulatory requirements as set forth in this contract or Controlling Authority may be changed or updated during the term of this Contract. The LME/PIHP will provide notice to the Contractor thirty (30) days prior to the effective date

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of any changes to LME/PIHP manuals or forms. The parties' respective duties and obligations as to non-Medicaid services, set forth herein shall be dependent and contingent upon the appropriations, allocation, and availability of funds to LME/PIHP. Any changes to reimbursement shall be in writing to Contractor thirty (30) days prior to such change. This contract may be terminated at any time upon mutual consent of both parties or upon sixty (60) days notice of termination by one of the contracting parties.

6. CHOICE OF LAW/FORUM:

The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The place of this contract and all transactions and agreements relating to it, and their sites and forum, shall be the County of North Carolina in which the LME/PIHP's principal place of business is located, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

7. HEADINGS:

The Paragraph headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof. Any appendices, exhibits, schedules referred to herein or attached or to be attached hereto are incorporated herein to the same extent as if set forth in full herein.

8. COUNTERPARTS:

The Contract shall be executed in two counterparts, each of which will be deemed an original.

9. NONWAIVER:

No covenant, condition, or undertaking contained in the Contract may be waived except by the written agreement of the Parties. Forbearance or indulgence in any other form by either party in regard to any covenant, condition or undertaking to be kept or performed by the other party shall not constitute a waiver thereof, and until complete satisfaction or performance of all such covenants, conditions, and undertakings have been satisfied, the other party shall be entitled to invoke any remedy available under the Contract, despite any such forbearance or indulgence.

10. DISPUTE RESOLUTION AND APPEALS:

The Contractor may file a complaint, grievance and/or appeal as set forth in the LME/PIHP Provider Operations Manual or as otherwise set forth in Controlling Authority.

11. SEVERABILITY:

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If any one or more provisions of this Agreement are declared invalid or unenforceable, the same shall not affect the validity or enforceability of any other provision of this Agreement and such invalid or unenforceable provision(s) shall be limited or curtailed only to the extent necessary to make such provision valid and enforceable.

12. NOTICE:

Any notice to be given under this Contract will be in writing, addressed to the Contract Administrators designated by each party and noted at the address listed below, or such other address as the party may designate by notice to the other party, and will be considered effective upon receipt when delivery is either by trackable mail, postage prepaid, or by electronic means, or by fax, or by hand delivery.

Dare County Department of Health and Human Services – Public Health Division Attn: Roxana Ballinger – Health Education and Outreach Director P.O. Box 669 Manteo, NC 27954 (252) 475-5619 (PHONE) Roxana.ballinger@darenc.com	Trillium Health Resources Contracts Department 201 W. 1 st Street Greenville, NC 27858-1132 866-998-2597 (PHONE) Contracts@TrilliumNC.org
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13. ADMINISTRATIVE ACTIONS, SANCTIONS AND TERMINATION:

- A. Either party may terminate the Contract if Federal, State or local funds allocated to the LME/PIHP are revoked or terminated in a manner beyond the control of the LME/PIHP for any part of the Contract period. If Federal, State, or local funds allocated to the LME/PIHP are reduced in a manner beyond the control of the LME/PIHP, the LME/PIHP will notify Contractor and provide payment to Contractor for services provided which were authorized by the LME/PIHP prior to the notification and for which Contractor has been qualified and credentialed.
- B. Contractor understands, acknowledges and agrees that LME/PIHP may issue an educational (technical assistance) or warning letter, require a plan of correction, or impose administrative actions or sanctions against Contractor as the result of program integrity and any other monitoring activities. Possible administrative actions and sanctions are outlined in the Provider Operations Manual and include but are not limited to increased monitoring/ probation, limitation or suspension of referrals, moratorium on site or service expansion, payment suspension, site- or service- specific suspension or termination, full contract suspension, full contract termination and/or exclusion from participation in LME/PIHP’s Provider Network. Contractor further understands, acknowledges and agrees that LME/PIHP is not required to issue an

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educational (technical assistance) or warning letter or plan of correction prior to the imposition of administrative actions or sanctions.

- C. In accordance with LME/PIHP accrediting body requirements, LME/PIHP may also suspend this Contract in response to any serious health or safety risk to Member(s) identified by the LME/PIHP Chief Medical Officer or other Senior Clinical Staff Person, and such suspension shall remain in effect during the pendency of any investigation into such health or safety risk.
- D. This Contract may be terminated with cause, effective upon written notice to the Contractor or such other date as specified in the notice. The Contract may be terminated without cause after sixty (60) days' notice of termination to either party by one of the contracting parties.
- E. In the event this Contract is terminated for cause, cause may include, but is not limited to:
 - i. Issuance by the Department of a revocation or suspension of Contractor's license to operate or issues a Type A1 penalty against Contractor; issuance of a payment suspension against Contractor in accordance with 42 CFR §455.23; or issuance of a revocation of state and/or federal funding against Contractor in accordance with 10A NCAC 26C .0504; or
 - ii. Termination or suspension of contractor's participation in the Medicare program, NC Medicaid program, or another state's Medicaid program; or
 - iii. Termination of Contractor for cause from participation in another LME/PIHP's provider network or the provider network of any other managed care organization; or
 - iv. Any other loss of, or sanction against, required facility or professional licensure, accreditation or certification of the Contractor; or
 - v. Determination by LME/PIHP that Contractor fails to meet certification, accreditation or licensure standards prescribed by Controlling Authority;
 - vi. Determination by LME/PIHP that Contractor has failed to provide services as specified in the Contract, including a failure to comply with Controlling Authority; or
 - vii. Determination by LME/PIHP that the conduct of Contractor or the standard of services provided threatens to place the health or safety of any Member(s) in jeopardy.
 - viii. Determination by LME/PIHP that Contractor is engaged in fraudulent or abusive billing, documentation or clinical practices; or
 - ix. Determination by LME/PIHP that Contractor has provided fraudulent, misleading or misrepresented information to LME/PIHP or any Member(s);
 - x. Failure by Contractor to cooperate with any investigation, audit or post-payment review conducted by LME/PIHP or failure to provide timely, complete and accurate documentation of services as required by this Contract; or
 - xi. Failure by Contractor to timely reimburse the LME/PIHP for overpayment(s) identified by the LME/PIHP or failure to comply with any payment plan authorized by the LME/PIHP for the repayment of any overpayment(s);

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- xii. Contractor’s failure to have an Electronic Health Record in place by June 1, 2019, or to otherwise adhere to G.S. 90-414.4; or
 - xiii. Any other material breach of this Contract not described above.
- F. In the event LME/PIHP issues a sanction or terminates this Contract, Contractor may submit a request for reconsideration of administrative actions and sanctions as outlined in the Provider Operations Manual.
- G. In the event that Federal and State laws should be amended or judicially interpreted so as to render the fulfillment of the Contract on the part of either party unfeasible or impossible, both the Contractor and the LME/PIHP shall be discharged from further obligation under the terms of this Contract, except for settlement of the respective debts and claims up to the date of termination.
- H. Termination or Amendment as a Result of Governmental Regulation. There may be functions, responsibilities, activities, or tasks not specifically described in this Contract (which includes any attachments and addendums) that are required for the proper performance and provision of services by Contractor and are an inherent part of, or a necessary subpart included within, the Contractor’s services. If such functions, responsibilities, activities, or tasks are determined to be required for the proper performance and provision of Contractor’s services, such functions, responsibilities, activities, or tasks shall be deemed to be implied by and included within the scope of this Contract to the same extent and in the same manner as if specifically described in the Contract, and the required implementation of such functions, responsibilities, activities, or tasks shall not be considered an amendment to this Contract. Moreover, a change to this Contract that is required by federal or state law, rule, regulation, administrative hearing, or court order shall not constitute an amendment of the Contract. Notwithstanding the foregoing the Parties acknowledge and agree that this Agreement is intended to comply with all state and federal laws and regulations regarding the provision of Medicaid-reimbursable behavioral health services, including but not limited to the 1915 b/c Medicaid Waivers referenced in Article I Section 4 Controlling Authority, which state and federal laws and regulations may be amended from time to time. The Parties further acknowledge and agree that, pursuant to Session Law 2015-245, as amended, it is contemplated that the PIHP will begin to operate as a Tailored Plan, as that term is understood in Session Law 2015-245, as amended, which may necessitate amendments to the Contract in order to comply with changes to applicable state and federal laws and regulations. PIHP shall have the right to terminate or unilaterally amend this Contract without liability, to bring it into accordance with the applicable state and federal laws, rules and regulations for PIHP’s operation of a Tailored Plan. Notwithstanding PIHP’s right to terminate, PIHP shall first use its reasonable efforts to amend this Contract to the extent necessary to conform to the applicable laws or regulations, and will only terminate this Contract pursuant to this Section if it determines, in its reasonable judgment, that an amendment cannot be obtained or will not enable PIHP to effectively operate a Tailored Plan. Contractor shall have the right to consent to any amendment proposed pursuant to this Section, but Contractor shall not unreasonably withhold Contractor’s consent. If

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Contractor reasonably withholds consent to an amendment proposed pursuant to this Section, the Parties agree that it shall constitute a mutual, voluntary termination of this Contract. The Parties agree that Contractor’s withholding of consent shall be deemed reasonable if the proposed amendment would result in a material adverse economic effect on Contractor.

- I. **Change In Law.** Except as set forth in the previous section, if there is a change in any law, regulation, rule, state or federal, which affects this Contract or the activities of either party under this Contract, or any change in the judicial or administrative interpretation of any such law, regulation or rule and PIHP reasonably believes in good faith that the change will have a substantial adverse effect on PIHP’s operations or its rights or obligations under this Contract, then PIHP may, upon written notice, require the Contractor to enter into good faith negotiations to renegotiate the terms of this Contract. If the Parties are unable to reach an agreement concerning the modification of this Contract within the earlier of forty-five (45) days after the date of the notice seeking renegotiation or the effective date of the change, or if the change is effective immediately, then the Contract shall be deemed to be mutually, voluntarily terminated.

14. EFFECT OF TERMINATION:

- A. The obligations of both parties under this Contract shall continue following termination, only as to the terms and conditions outlined in Article II Section 4, 5, and 9, Article III Section 1, 2, and 7 and Article IV.
- B. Upon notice of termination, a post-payment review of billing, documentation and other fiscal records may be performed and any adjustments for amounts due or owed to either party shall be added or deducted from the final Contract payments.
- C. In the event of termination the Contractor shall submit all claims or registrations of putative Member(s) within ninety (90) days of the date of termination.
- D. The parties shall settle their respective debts and claims within the timeframes established within Article II Section 5 and Article IV.
- E. In the event of any audit or investigation described in 14.B. above, both parties shall settle their debts and claims within thirty (30) days of the completion of such audit or investigation and receipt of all final billing and required documentation. All payments provided herein shall be adjusted so as not to exceed the amount due for services actually rendered prior to the date of termination. If advance payments have been made for services not provided as of the date of termination, the Contractor shall promptly refund all excess funds paid within the above-referenced thirty (30) days.
- F. Contractor shall comply with Continuity of Care requirements set forth in Controlling Authority and provide notice to the LME/PIHP with respect to the closing of a facility. Contractor shall provide sixty (60) days written notice to the LME/PIHP of intent to close a facility or discharge a Member(s) with intellectual or developmental disabilities who may be in need of continuing care as determined by the LME/PIHP and thirty (30) days written notice of intent to close a facility or discharge a Member(s) with a mental illness or substance abuse disorder who may be in need of continuing

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care as determined by the LME/PIHP. A transition plan shall be developed for each Member prior to being discharged.

15. NON-EXCLUSIVE ARRANGEMENT:

The LME/PIHP has the right to enter into a Contract with any other provider of MH/DD/SA services. The Contractor shall have the right to enter into other Contracts with any other LME/PIHP or third party payers to provide MH/DD/SA services. The parties shall cause their respective subcontractor(s) or other such entity performing services pursuant to this Contract on each party's behalf, to comply with and abide by the agreements, representations, warranties, acknowledgements, certifications, terms and conditions of this Contract and the Provider Operations Manual, and fulfill all of the duties, responsibilities and obligations imposed on the parties under this Contract (including each Attachment), and the Provider Operations Manual, in each case, to the same extent as if the subcontractor or other such entity were parties hereto. The parties shall be responsible for any breach of this Contract by any such subcontractor or other such entity. When a subcontractor meets the definition of the LME/PHIP accreditation standards of a delegated or partially delegated entity, prior approval by the LME/PIHP will be required.

16. NO THIRD PARTY CONTRACT RIGHTS CONFERRED:

Nothing in this Contract shall be construed as creating or justifying any liability, claim or cause of action, however alleged or arising, by any third party, against LME/PIHP, Contractor or the Department.

Furthermore, nothing in this Contract shall be construed as creating or justifying any liability, claim or cause of action, however alleged or arising, by LME/PIHP or Contractor against the Department.

ARTICLE II:
RIGHTS AND OBLIGATIONS OF THE CONTRACTOR

1. DISCLOSURE:

- A. The Contractor shall make those disclosures to the LME/PIHP as are required to be made to DHB pursuant to 42 C.F.R. §455.104 and 106 and are required by the LME/PIHP accrediting body. LME/PIHP will share accrediting body requirements with Contractor upon request.
- B. To the extent any of the above required disclosure information is captured in current or existing Medicare or NC Medicaid enrollment application documentation, the LME/PIHP shall accept electronic or paper copies of such documentation as meeting

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this requirement. Entities no longer enrolled in Medicaid or Medicare will be required to independently meet all disclosure requirements of this Paragraph, federal and state laws, rules and regulations, and the LME/PIHP accrediting body.

2. LICENSES, ACCREDITATIONS, CREDENTIALING AND QUALIFICATIONS:

- A. The Contractor shall maintain all licenses, certifications, accreditations, credentialing and registrations required for its facilities and staff providing services under the Contract, as are required by Controlling Authority. Within ten (10) days after the Contractor receives notice of any sanction by any applicable licensing board, certification or registration agency, or accrediting body or other authority which affect the ability of Contractor to bill the LME/PIHP for services, the Contractor shall forward a copy of the notice to the LME/PIHP.
- B. The Contractor shall not bill the LME/PIHP:
 - i. For any services provided by Contractor during any period of revocation or suspension of required licensure or accreditation of the Contractor’s facility;
 - ii. For any services provided by a member of the Contractor’s staff during any period of revocation or suspension of the staff member’s required certification, licensure, or credentialing.
- C. The Contractor certifies that at the time of execution of this Contract, that neither Contractor, nor any of its staff or employees, is excluded from participation in Federal Health Care Programs under section 1128 of the Social Security Act and/or 42 CFR Part 1001. Within five (5) business days of notification of exclusion of Contractor or any of its staff or employees by the U.S. Office of Inspector General, CMS or any other State Medicaid program, Contractor shall notify the LME/PIHP of the exclusion and its plan for compliance.
- D. Contractor, upon written request by the LME/PIHP, shall provide the LME/PIHP with proof of Contractor accreditation and copies of accreditation reports as part of the credentialing process.
- E. The LME/PIHP will conduct an assessment of the Contractor’s qualifications to remain in the LME/PIHP’s network at a minimum of once every three (3) years, unless otherwise required by the Department

3. EVENT REPORTING AND ABUSE/ NEGLECT/ EXPLOITATION:

- A. Contractor shall use best efforts to ensure that Member(s) are not abused, neglected or exploited while in its care.
- B. Contractor shall report all events or instances involving abuse, neglect or exploitation of Member(s) as required by incident reporting guidelines by all applicable agencies and the Controlling Authority.
- C. Contractor shall not use restrictive interventions except as specifically permitted by the individual Member’s treatment/habilitation plan or on an emergency basis in accordance with 10A NCAC 27E, 10A NCAC 13B, or as otherwise authorized in applicable Controlling Authority.

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D. LME/PIHP shall have the right to conduct its own investigation of any events reported to determine whether any claims were paid in error or to ensure compliance with practice guidelines by the Contractor. The Contractor shall cooperate with all such investigative requests. Failure to cooperate is a material breach of this contract. The LME/PIHP will provide the Contractor a written summary of its findings within thirty (30) days. During such an investigation, if any issues are cited as out of compliance with this Contract or federal or state laws, rules or regulations, the Contractor may be required to document and implement a plan of correction. Contractor may contest and appeal a determination that claims were paid in error as outlined in the LME/PIHP Provider Operations Manual or as otherwise set forth in Controlling Authority.

4. BILLING AUDITS, DOCUMENTATION AND RECORDS RETENTION:

- A. Unmanaged visits by Member(s) to Contractor do not require prior authorization. All service delivery, both managed and unmanaged, require documentation and record retention in accordance with this section.
- B. The Contractor shall participate in and use best efforts to comply with the LME/PIHP’s Utilization Management process, which may include requirements for pre-authorization, concurrent review and care management, credentialing review, and a retrospective utilization review of services provided for Member(s) whose services are reimbursed by the LME/PIHP. The Contractor shall provide the LME/PIHP with all necessary clinical information for the LME/PIHP’s utilization management process. For purposes of this Article II Section 4, Contractor shall provide specifically denominated clinical or encounter information required by the LME/PIHP to meet State and Federal monitoring requirements within fifteen (15) calendar days of the request, except that LME/PIHP may grant additional time to respond for good cause shown and depending upon the size and scope of the request. Additionally, Contractor will provide any documentation directly to the LME/PIHP for review when requested. Contractor may satisfy any request for information by either paper or electronic/digital means.
- C. The Contractor shall be responsible for completion of all necessary and customary documentation required for the services provided under the Contract in accordance with all Controlling Authority.
- D. Documentation must support the billing diagnosis, the number of units provided and billed, and the standards of the billing code. The provider will be responsible for the adoption, assessment, collection, and disposition of fees in accordance with G.S. 122C-146; and
- E. The Contractor shall maintain all documentation and records supporting Member’s medical necessity for the services and shall provide it to the LME/PIHP for an investigation, audit or review upon request, within time frames established by the LME/PIHP, except that LME/PIHP may grant additional time to respond for good cause shown and depending upon the size and scope of the request.
- F. The Contractor agrees and understands that the LME/PIHP may inspect financial records concerning claims paid on behalf of Member(s), records of staff who delivered

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or supervised the delivery of paid services to Member(s) demonstrating compliance with Controlling Authority, Members' clinical records, and any other clinical or financial items related to the claims paid on behalf of Members deemed necessary to assure compliance with the Contract. Contractor is also subject to audits, investigations and post-payment reviews conducted by the United States Department of Health and Human Services, including the Department's Office of Inspector General, CMS and the Department, or their agents. Program integrity activities do not have to be arranged in advance with Contractor. The equipment purchased with non-unit cost reimbursement funds, such as start up or special purpose funding, title to assets purchased under the contract in whole or in part rests with the contractor so long as that party continues to provide the services which were supported by the contract; if such services are discontinued, disposition of the assets shall occur as approved by the DHHS.

- G. Contractor agrees to maintain necessary records and accounts related to the Contract, including personnel and financial records in accordance with Generally Accepted Accounting Procedures and Practices to assure a proper accounting of all funds, including budget revisions.

Contractor shall maintain detailed records of administrative costs and all other expenses incurred pursuant to the Contract including the provision of services and all relevant information relating to individual Member(s) as required by Controlling Authority. When an audit is in progress or audit findings are unresolved, records shall be kept until all issues are finally resolved.

At a minimum of once every two (2) years the Contractor will participate in an audit of paid claims conducted by the LME/PIHP. LME/PIHP shall conduct an entrance interview at the outset of any such audit. Any paid claims determined to be out of compliance with Controlling Authority shall require a repayment to the LME/PIHP as required by Controlling Authority. Any underpayments to Contractor shall require payment by the LME/PIHP. Audits shall be arranged with the Contractor in advance, except when the LME/PIHP has received a credible allegation of fraud, the health, safety or welfare of Member(s) is at risk, or the LME/PIHP is participating in a joint investigation with the Department, its Divisions, contractor(s) or another federal or state agency. At the conclusion of any such audit, the LME/PIHP shall conduct an exit conference with Contractor to discuss any tentative negative findings. The Contractor will receive written documentation of findings within thirty (30) days following the audit. Based upon results of the audit the Contractor may be subject to additional auditing and/or may be required to submit a plan of correction and /or may be required to remit funds back to the LME/PIHP as required by Controlling Authority. LME/PIHP may use statistical sampling and extrapolate audit results in accordance with Controlling Authority.

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The Contractor shall use best efforts to provide data to the LME/PIHP in the implementation of any studies or improvement projects required of the LME/PIHP by the Department. Contractor and LME/PIHP will mutually agree upon the data to be provided for these purposes, and the format and time frame for provision of the data.

- H. In accordance with Controlling Authority, specifically 42 CFR §420.300 through §420.304, for any contracts for services the cost or value of which is \$10,000 or more over a 12-month period, including contract for both goods and services in which the service component is worth \$10,000 or more over a 12-month period, the Comptroller General of the United States, USDHHS, and their duly authorized representative shall have access to Contractor’s books, documents, and records until the expiration of four years after the services are furnished under the contract.
- I. The Contractor shall maintain a medical record and adhere to the federal record retention schedule for each Member served, either in original paper copy or an electronic/digital copy. Contractor shall maintain medical records and other documentation in accordance with NC DHHS *Records Management and Documentation Manual for Providers* (APSM 45-2), *Rules for MH/DD/SAS Facilities and Services* (APSM 30-1) and the *Basic Medicaid Billing Guide*, and any other applicable federal and state laws, rules and regulations. Medical records shall be maintained at the Contractor level; therefore, Member(s) may have more than one record if they receive services from more than one Contractor. LME/PIHP shall monitor Medical record documentation to ensure that the standards are met. LME/PIHP shall have the right to inspect Contractor records without prior notice. LME/PIHP shall also require Contractor to submit a plan for maintenance and storage of all records for approval by the LME/PIHP or transfer copies of medical records of Member(s) served pursuant to this Contract to LME/PIHP **in the event that the Contractor closes its North Carolina business operations**, whether the closure is due to retirement, bankruptcy, relocation to another state or any other reason. The LME/PIHP has the sole discretion to approve or disapprove such plan. LME/PIHP shall not be held liable for any provider records not stored, maintained, or transferred pursuant to this provision so long as it has attempted, in good faith, to obtain a written plan for maintenance and storage or a copy of such records from the Contractor. If the Contractor’s contract is terminated or if the Contractor closes network operations (but continues to have operations elsewhere in the State), the Contractor shall either: 1) provide copies of medical records of Member(s) to LME/PIHP, or 2) submit a plan for maintenance and storage of all records for approval by the LME/PIHP. The LME/PIHP has the sole discretion to approve or disapprove such plan.
- J. Contractor shall make available to the LME/PIHP its accounting records for the purpose of audit by State authorities and that the party will, when required by general statute, have an annual audit by an independent certified public accountant. A copy will be forwarded to the office of the State Auditor and the LME/PIHP.

5. FRAUD, ABUSE, OVER UTILIZATION AND FINAL OVERPAYMENTS, ASSESSMENTS OR FINES:

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- A. Contractor agrees to provide, at no cost to LME/PIHP, prompt, reasonable and adequate access to LME/PIHP, any records, books, documents, and papers that relate to the Contract and/or Contractor’s performance of its responsibilities under this Contract, for purposes of examination, audit, investigation, contract administration or any other purpose LME/PIHP deems reasonably necessary to perform its regulatory and oversight activities of Contractor.
- B. Contractor understands that whenever LME/PIHP receives a credible allegation of fraud, abuse, overutilization or questionable billing practice(s), the LME/PIHP is required to investigate the matter and where the allegation(s) proves credible, the LME/PIHP is required to provide DHB with the provider name, type of provider, source of the complaint, and approximate dollars involved. Contractor agrees to cooperate in any such investigation, and failure to do so, may result in possible sanction up to and including termination of this contract. Contractor understands that the Medicaid Fraud Investigations Unit of the North Carolina Attorney General’s Office or DHB, at their discretion, may conduct preliminary or full investigations to evaluate the suspected fraud, abuse, over utilization or questionable billing practice(s) and the need for further action, if any. Fraudulent billing may include, but is not limited to, unbundling services, billing for services by non-credentialed or non-licensed staff, or billing for a service that Contractor never rendered or for which documentation is absent or inadequate.
- C. If the LME/PIHP determines Contractor has failed to comply with Controlling Authority and has been reimbursed for a claim or a portion of a claim that the LME/PIHP determines should be disallowed, or that Contractor has been paid for a claim that was fraudulently billed to the LME/PIHP, the LME/PIHP will provide a thirty (30) day notice to the Contractor of the intent to recoup funds. Such notice of adverse action shall identify the Member(s) name and date(s) of service in question, the specific determination made by the LME/PIHP as to each claim, and the requested amount of repayment due to the LME/PIHP. Contractor shall have thirty (30) days from date of such notification to either appeal the determination of the LME/PIHP or to remit the invoiced amount.
- D. If the LME/PIHP or Contractor determines that the Contractor has received payment from the LME/PIHP as a result of an error or omission, the LME/PIHP will provide a thirty (30) day notice to the Contractor of its intent to recoup funds related to errors or omissions. The LME/PIHP will provide an invoice to the Contractor including the Member(s) name and date(s) of service in question. Contractor shall have thirty (30) days from date of such notification to either appeal the determination of the LME/PIHP or to remit the invoiced amount.
- E. When authorized by Controlling Authority, Contractor may request a reconsideration of a recoupment or overpayment identified pursuant to this Article II Section 5, as outlined in the LME/PIHP Provider Operations Manual.
- F. Contractor understands and agrees that self-audits are encouraged by the LME/PIHP.

6. FEDERALLY REQUIRED CERTIFICATIONS AND ATTACHMENTS:

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The Contractor shall execute and comply with the attached federally required certifications and attachments, as follows:

- a. Environmental Tobacco Smoke – Certification for Contracts, Grants, Loans and Cooperative Agreements,
- b. Lobbying – Certification for Contracts, Grants, Loans and Cooperative Agreements,
- c. Drug-Free Workplace Requirements, and
- d. Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions.
- e. Outcomes and Reporting Measures
- f. Mixed Services Payment Protocol
- g. Provider Addendum
- h. Business Associate Agreement
- i. Contracted Services and Qualified/Approved Sites

7. COMPLAINTS AND GRIEVANCES:

- A. The Contractor shall address all clinical concerns of the Member(s) as related to the clinical services provided to the Member(s) pursuant to this Contract. Contractor shall refer any unresolved Member concerns or requests to the LME/PIHP. In accordance with 10A NCAC 27G .0201(a)(18), the Contractor shall have in place a written policy for a Complaint and Grievance Process and procedures for review and disposition of Member complaints and grievances. The process shall be accessible to all Members and conducted in a fair and impartial fashion.
- B. The LME/PIHP may receive complaints directly from internal staff, members, service providers, the Department or other third parties, which concern or pertain to the Contractor. When the LME/PIHP receives a complaint or grievance concerning Contractor LME/PIHP shall process and resolve the complaint or grievance in accordance with Controlling Authority, including applicable State or Federal rules and regulations. In the event a complaint or grievance results in an investigation, review or audit of Contractor by LME/PIHP, Contractor shall fully cooperate with all investigative requests of the LME/PIHP. Contractor’s failure to cooperate with the LME/PIHP’s investigation, review or audit performed pursuant to this Article II Section 7, shall constitute a material breach of this contract.
- C. Contractor will maintain a system to receive and respond timely to complaints received regarding the Contractor. The Contractor will maintain documentation on the complaint to include, at a minimum, date received, points of complaint, resolution/follow up provided, and date complaint resolved. The LME/PIHP will maintain documentation on all follow up and findings of any complaint investigation. The Contractor will be provided a written summary of the LME/PIHP’s findings upon completion of the investigation, review or audit performed pursuant to this Article II Section 7.

8. ACCESS TO CARE.ACCESS BY THE LME/PIHP:

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- A. Contractor shall use its best efforts to timely notify LME/PIHP any time a Member is admitted into its facility, continuously provide authorized and appropriate services to each Member and routinely update LME/PIHP regarding each Member receiving services from Contractor. Contractor shall coordinate the discharge of Member(s) with LME/PIHP to ensure that appropriate services have been arranged following discharge and to link Member(s) with other providers or community assistance. Contractor shall also allow appropriately credentialed LME/PIHP staff direct access to any Member(s), if requested by Member(s), determined to be clinically appropriate by the Member's treating physician, and/or requested in advance by the LME/PIHP. Contractor shall notify LME/PIHP representative in writing of all Member discharges at least thirty (30) days in advance of the anticipated date of discharge, if commercially reasonable, and in no event less than fourteen (14) days in advance of the anticipated date of discharge, unless exceptional circumstances necessitate a shorter notice.
- B. The LME/PIHP understands the importance of Member-Contractor matching and that problems or incompatibilities arise in the therapeutic relationship. Nevertheless, Contractor shall with the consent of the Member, collaborate with Member, Member's family members, and the LME/PIHP to assure continuity of care and that there is no disruption of service. The LME/PIHP will work collaboratively with the Contractor to resolve any problem(s) of continuity of care or in transferring the Member to another provider.
- C. When Contractor is accepting referrals, Contractor shall provide services to Members (1) within two (2) hours of an emergency or immediately for a life threatening emergency; (2) within forty-eight (48) hours when the service need is urgent and (3) within ten (10) days when service need is routine.
- D. Contractor shall meet the following access standards related to office waiting times:
- i. For scheduled appointments, Member(s) shall be seen within sixty (60) minutes after the appointed meeting time;
 - ii. For walk-in appointments, Member(s)s shall be seen within two (2) hours after their arrival and, if that is not possible, Contractor must schedule an appointment for the next available day;
 - iii. For emergencies, Member(s) shall receive face-to-face emergency care within two (2) hours after the request for care is initiated, except that life threatening emergencies shall be managed immediately.
- E. For Contractors contracted to provide and bill Facility Based Crisis/Detox services/codes below
- H0010
 - H2036
 - S9484
 - S9484: HA
 - YP485 for State
- i. Contractor shall ensure that a Member(s) receiving such services will also receive appropriate follow-up services within seven (7) calendar days.

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- ii. In the event Contractor does not meet this standard by at least 50% of your Members, LME/PIHP may institute a financial penalty or other sanction.

9. PROPRIETARY INFORMATION AND INTELLECTUAL PROPERTY:

Neither the Contractor nor the LME/PIHP shall publish or disseminate any advertising or proprietary business material either printed or electronically transmitted (including photographs, films, and public announcements) or any business papers and documents which identify the other party or its facilities without the prior written consent of the other party. Any documents, reports and other products, with the exception of any and all proprietary business papers and documents developed in connection with the performance of the Contract, shall be in the public domain and shall not be copyrighted or marketed for profit by the Contractor, the LME/PIHP, any individual, or other entity. Medical records, business records, and any other records related to the provision of care to and billing of Member(s) shall not be in the public domain. Contractor consents to the use of its demographics, including practice specialties, phone numbers and addresses, in the LME/PIHP provider directory listings.

10. CONFIDENTIALITY:

For some purposes of the Contract (other than treatment purposes) the Contractor may be considered a “Business Associate” of the LME/PIHP as defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and as such will comply with all applicable HIPAA regulations for Business Associates as further expanded by the Health Information Technology for Economic and Clinical Health Act (HITECH Act), which was adopted as part of the American Recovery and Reinvestment Act of 2009, commonly known as “ARRA” (Public Law 111-5). Pursuant to Controlling Authority, specifically 45 C.F.R. § 164.506, Contractor and LME/PIHP may share a Member’s protected health information (PHI) for the purposes of treatment, payment, or health care operations without the Member’s consent

11. HOURS OF OPERATION:

The Contractor shall offer for State Funded Member(s), at a minimum, hours of operation that are no less than the hours of operation offered to Medicaid Funded Member(s).

12. ADVOCACY FOR MEMBERS:

During the effective period of this contract, the Contractor shall not be restricted from communicating freely with, providing information to, or advocating for, Members regarding the Members’ mental health, developmental disabilities, or substance abuse care needs, medical needs, and treatment options regardless of benefit coverage limitations.

13. RESTRICTIONS ON THE EXPENDITURE OF SUBSTANCE ABUSE PREVENTION AND TREATMENT BLOCK GRANT (SAPTBG) FUNDS, COMMUNITY MENTAL HEALTH SERVICES BLOCK GRANT (CMHSBG)

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FUNDS AND PROJECTS FOR ASSISTANCE IN TRANSITION FROM HOMELESSNESS (PATH) FUNDS:

- A. CMHSBG funds shall not be used to provide inpatient services;
- B. SAPTBG funds are prohibited to be used to provide or purchase inpatient hospital services, except that SAPTBG funds may be used with the exception as described in 45 CFR 96.135 (c), along with documentation of the receipt of prior written approval of the DMH/DD/SAS Director of Financial Operations and the Chief of Addictions and Management Operations;
- C. SAPTBG and Mental Health Block Grant (MHBG) funds are prohibited to be used to make, or to allow to be made, any cash payments to any recipients or intended recipients of health or behavioral health services. The provision of cash or cash cards is strictly prohibited, as is the provision of gift cards, which are considered to be cash equivalents.
- D. SAPTBG and MHBG Funds are prohibited to be used for the purchase or improvement of land, purchase, construction or permanent improvement (other than minor remodeling) of any building or other facility, or purchase of major equipment, including medical equipment;
- E. SAPTBG and MHBG Funds are prohibited to be used to satisfy any requirement for the expenditure of non-Federal funds as a condition of receipt of Federal funds. (i.e. Federal funds may not be used to satisfy any condition for any state, local or other funding match requirement);
- F. SAPTBG and MHBG Funds are prohibited to be used to provide financial assistance to any entity other than a public or nonprofit private entity;
- G. SAPTBG funds are prohibited to be used to provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs;
- H. SAPTBG funds are prohibited to be used to provide individuals with treatment services in penal or correctional institutions of the State (This includes jails, prisons, adult and juvenile detention centers, juvenile training schools, holding facilities, etc.);
- I. SAPTBG and MHBG Funds are prohibited to be used towards the annual salary of any contractor or subcontractor, including LME/PIHP, provider, or contractor employee, consultant, or other individual that is in excess of Level I of the most current US Office of Personnel Management federal Executive Salary Schedule;
- J. Agencies or organizations receiving federal funds are required to receive prior written approval from the Chief of the Addictions and Management Operations Section regarding the use of evidence-based program incentives, including the specification of the type(s) and equivalent dollar value(s) of any such nominal incentives offered, and the manner of utilization of any such approved incentives for clients, recipients, students, or other persons. "Nominal incentives" are restricted to those of no more than twenty-five dollars (\$25.00) in value per recipient, per event. Programs are strictly prohibited from utilizing any incentive items that could potentially be converted to cash, or that could be used for the purchase of any age-restricted product, such as tobacco, alcohol, drugs, weapons, or lottery tickets or any sexually oriented materials;

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- K. Federal funds shall not be utilized for law enforcement activities;
- L. No part of any federal funding shall be used for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any State legislature, except in presentation to the Congress or any state legislative body itself;
- M. No part of any federal funding shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any state legislature;
- N. PATH (as applicable) formula grant funds shall not be expended:
 - i. to support emergency shelters or construction of housing facilities;
 - ii. for inpatient psychiatric treatment costs or inpatient substance abuse treatment costs; or
 - iii. to make cash payments to intended recipients of mental health or substance abuse services, except as permitted by 45 CFR § 96.135(c).

14. TRAINING AND TECHNICAL ASSISTANCE:

Contractor providing MH/DD/SA services paid for with Medicaid, State and/or federal block grant funds shall attend all Orientation Sessions as determined by the LME/PIHP at no cost to the Contractor. The Contractor shall attend all mandatory trainings related to business practices at no charge to the Contractor. The Contractor shall attend at its cost clinical trainings provided/sponsored by the LME/PIHP or by outside Parties required by provisions of this Contract, accreditation and/or licensure requirements. The Contractor shall demonstrate to the LME/PIHP its application of training information received in the delivery of services and compliance with the provisions of this Contract.

15. PRESERVATION OF DHHS PUBLIC FUNDS:

Contractor providing MH/DD/SA services paid for with State and/or federal block grant funds shall demonstrate good faith efforts to seek alternative and/or supplemental sources of financing so as to reduce dependency on government monies. Providers offering mental health and/or substance abuse services on an outpatient basis shall demonstrate good faith efforts to seek and/or maintain membership on major commercial insurance panels, including but not limited to BlueCross BlueShield.

16. RESPONSE TO SURVIVORS OF DISASTERS AND OTHER HAZARDS:

If designated by LME/PIHP, Contractor providing MH/DD/SA services paid for with State and/or federal block grant funds, under the direction of the LME/PIHP and in coordination with the local Emergency Management agency(ies) shall deploy behavioral health disaster responders to deliver behavioral health disaster services to survivors and other responders within the counties served by the LME/PIHP. Behavioral health disaster services may be required at the site of a disaster, in emergency shelters, on the telephone/teletypewriter (TTY) machine, and other sites in which other disaster response agencies

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provide information or services to survivors and responders (e.g. The Federal Emergency Management Agency (FEMA) Disaster Application Centers, emergency medical intervention, decontamination or quarantine sites). When it is determined that survivors or other disaster responders are in need of longer term mental health, developmental disabilities and/or substance abuse services Contractor’s behavioral health disaster responders shall refer such persons in need to the LME/PIHP or its designee for further assistance.

17. CLINICAL OUTCOME MEASURES:

Contractor providing MH/DD/SA services paid for with Medicaid, State, and/or federal block grant funds shall complete DHHS–required outcomes assessments on clients in accordance with DHHS guidelines and any subsequent changes thereto, including, but not limited to:

- i. submission of NC Treatment Outcomes and Program Performance System (NC-TOPPS) data for individuals receiving mental health or substance abuse services, as specified in the NC-TOPPS Guidelines, Appendix F, and any subsequent changes thereto;
- ii. collection of outcome data for special populations such as Members transitioning from residential facilities as a result of the 2012 U.S. Department of Justice Settlement Agreement with the State of North Carolina in accordance with the guidelines and the age and disability appropriate outcome instruments defined by the LME/PIHP; and
- iii. participation in and assistance with surveys of provider staff and Members conducted by DHHS and LME/PIHP in accordance with DHHS guidelines and any subsequent changes thereto.

18. INSURANCE:

Contractor shall, as a material condition of this Contract obtain and continuously maintain

- a. General Liability Insurance;
- b. Automobile Liability Insurance;
- c. Worker’s Compensation Insurance;
- d. Employer’s Liability Insurance; and/or
- e. Professional Liability Insurance;

as specified in Appendix G. LME/PIHP reserves the right to review its insurance limits annually and revise them as needed. Contractor shall obtain coverage that may only be suspended, voided, canceled or reduced by the carrier upon thirty (30) days prior written notice to Contractor, which written notice shall be forwarded by Contractor to LME/PIHP within five (5) business days. Contractor shall submit certificates of coverage to LME/PIHP. Upon DHB’s request, LME/PIHP shall submit copies of these certificates to DHB.

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ARTICLE III:
RIGHTS AND OBLIGATIONS OF THE LME/PIHP

1. REIMBURSEMENT:

- A. The LME/PIHP shall reimburse Contractor for services to Member(s) in accordance with the terms and conditions of this Contract, when such services have been authorized by the LME/PIHP, except in those instance where treatment authorization is not required.
- B. The LME/PIHP shall advise the Contractor of any change in funding patterns that would affect reimbursement to the Contractor based on availability of the various types of funds. Any changes to reimbursement shall be in writing to Contractor thirty (30) days prior to such change based on the availability of the various types of funds.

2. CONFIDENTIALITY OF CERTAIN CONTRACTOR INFORMATION:

- A. If the Contractor discloses confidential information, as that term is defined in G.S. § 132-1.2, to the LME/PIHP in connection with the Contractor’s performance of this Contract, the LME/PIHP can protect the information from public disclosure to the extent permitted by G.S. § 132-1.2, if the Contractor takes one or more of the following steps before disclosing the confidential information to the LME/PIHP. If the Contractor determines that all of the information on any given document constitutes trade secret information, as that term is defined in G.S. § 66-152(3), the Contractor may designate the entire page as confidential by marking the top and bottom of the page with the word “CONFIDENTIAL” in upper-case bold-face type. If the Contractor determines that any given page of a document contains a mixture of trade secrets and non-confidential information, the Contractor may highlight the trade secrets and indicate in the margins that the highlighted text constitutes a confidential trade secret. By so marking any page, the Contractor warrants that it has formed a good faith opinion, upon advice of counsel or other knowledgeable advisors, that the items marked confidential meet the requirements of G.S. §§ 66-152(3) and 132-1.2(1). Pursuant to 1 NCAC 5B .1501 and 9 NCAC 6B .1001, price information may not be designated as confidential.
- B. The LME/PIHP may serve as the custodian of the Contractor's trade secrets but not as an arbiter of claims against the Contractor's assertion of confidentiality. If an action is brought pursuant to G.S. § 132-9 to compel the LME/PIHP to disclose information marked confidential, the Contractor agrees that it will intervene in the action through counsel and participate in defending the LME/PIHP, and NC DHHS and its officials and employees against the action. The Contractor agrees that it shall hold the State and its employees, officials, and agents and the LME/PIHP and its officials and employees harmless from any and all damages, costs, and attorneys' fees awarded against the LME/PIHP or the State in the action. The LME/PIHP agrees to give the Contractor prompt written notice of any action seeking to compel the disclosure of

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Contractor's trade secrets. The LME/PIHP and the State shall have the right, at its option and expense, to participate in the defense of the action through its counsel. The LME/PIHP and the State shall have no liability to Contractor with respect to the disclosure of Contractor's trade secrets pursuant to an order issued by a court of competent jurisdiction pursuant to G.S. §132-9 or any other applicable law.

3. REFERRALS TO CONTRACTOR:

The LME/PIHP may refer Member(s) to Contractor for services based on medical necessity and the Members' individual choice. The LME/PIHP reserves the right to refer Member(s) to other providers, and no referrals or authorizations are guaranteed to take place under this Contract.

4. UTILIZATION MONITORING:

The LME/PIHP shall monitor and review service utilization data related to the Contractor and the LME/PIHP's Provider Network to ensure that services are being provided in a manner consistent with Controlling Authority and the LME/PIHP's agreements with the Department.

5. QUALITY ASSURANCE AND QUALITY IMPROVEMENT:

The LME/PIHP shall establish a written program for Quality Assessment and Performance Improvement in accordance with 42 CFR §438.240 that shall include Member(s), family members and providers through a Global Quality Assurance Committee, and the LME/PIHP shall:

- a. Provide Contractor with a copy of the current program and any subsequent changes within thirty (30) days of changes to the Global Quality Assurance Plan.
- b. Measure the performance of Contractor and Member specific outcomes from service provisions based on the global CQI performance indicators. Examples include, but are not limited to, conducting peer review activities such as identification of practices that do not meet standards, recommendation of appropriate action to correct deficiencies, and monitoring of corrective action by providers.
- c. Measure Contractor performance through medical record audits and clinical outcomes agreed upon by both parties.
- d. Monitor the quality and appropriateness of care furnished to Member(s) and assure compliance with the rules established by the Mental Health Commission, the Secretary of DHHS and G.S. 122C-142.
- e. Provide performance feedback to providers including clinical standards and the LME/PIHP expectations.
- f. Follow up with Contractor concerning grievances reported to LME/PIHP by Member(s).
- g. Provide data about individual Member(s) for research and study to the Contractor based on the parameters set by the LME/PIHP.

6. CARE MANAGEMENT/ COORDINATION OF CARE:

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- A. The LME/PIHP shall ensure the coordination of care with each Member’s primary care provider and any behavioral health provider enrolled to provide care for each Member. LME/PIHP shall coordinate the discharge of Member(s) with Contractor to ensure that appropriate services have been arranged following discharge and to link Member(s) with other providers or community assistance.
- B. The LME/PIHP shall provide coordination of care to high risk Members discharged from twenty-four hour care as set forth in LME/PIHP’s contracts with the Department.
- C. If a Member requires medically necessary MH/DD/SA services, the LME/PIHP shall arrange for Medicaid-reimbursable services for the Member when possible.

7. AUTHORIZATION OF SERVICES:

- A. The LME/PIHP shall determine medical necessity for those services requiring prior authorization as set forth in Controlling Authority, including DHB Clinical Coverage Policies.
- B. For those services requiring prior authorization, the LME/PIHP shall issue a decision to approve or deny a service within fourteen (14) calendar days after receipt of the request, provided that the deadline may be extended for up to fourteen (14) additional calendar days if:
 - 1. The Member requests the extension; or
 - 2. The Contractor requests the extension; or
 - 3. The LME/PIHP justifies to the Department upon request:
 - a) A need for additional information; and
 - b) How the extension is in the Member’s interest.
- C. In those cases for services requiring prior authorization in which Contractor indicates, or LME/PIHP determines, that adherence to the standard timeframe could seriously jeopardize a Member’s life or health or ability to attain, maintain, or regain maximum function, including but not limited to psychiatric inpatient hospitalization services, LME/PIHP shall issue a decision to approve or deny a service within three calendar days after it receives the request for services, provided that the deadline may be extended for up to fourteen (14) additional calendar days if:
 - 1. The Member requests the extension; or
 - 2. The LME/PIHP justifies to the Department upon request:
 - a) A need for additional information; and
 - b) How the extension is in the Member’s interest.
- D. For those services requiring prior authorization, the LME/PIHP shall permit retroactive authorization of such services in instances where the Member has been retroactively enrolled in the Medicaid program or in the LME/PIHP program, or where the Member has primary insurance which has not yet paid or denied its claim. Retroactive authorizations include requests for deceased Members. The request for authorization must be submitted within ninety (90) days of primary denial or notice of enrollment.

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- E. Upon the denial of a requested authorization, the LME/PIHP shall inform Member’s attending physician or ordering provider of the availability of a peer to peer conversation, to be conducted within one business day.
- F. For appeal information, please refer to the LME/PIHP Provider Operations Manual.
- G. In conducting prior authorization, LME/PIHP shall not require Contractor to resubmit any data or documents previously provided to LME/PIHP for the Member’s presently authorized services.

ARTICLE IV:
BILLING AND REIMBURSEMENT

- A. It is the Contractor’s responsibility to verify the Member’s Medicaid coverage prior to submitting claims to the LME/PIHP. If an individual presents for services who is not eligible for Medicaid and the Contractor reasonably believes that the individual meets Medicaid financial eligibility requirements, Contractor shall offer to assist the individual in applying for Medicaid.
- B. The LME/PIHP may unilaterally revise reimbursement rates under this Contract with 30 days’ notice.
- C. Contractor shall comply with all terms of this Contract even though a third party agent may be involved in billing the claims to the LME/PIHP. It is a material breach of the Contract to assign the right to payment under this Contract to a third party in violation of Controlling Authority, specifically 42 C.F.R. §447.10.
- D. Contractor acknowledges that the LME/PIHP and this Contract covers only those Medicaid-reimbursable, and state and/or federal block grant funded, MH/DD/SA services listed in Attachment A, and does not cover other services outlined in the North Carolina State Plan for Medical Assistance. The Contractor may bill any such other services for Medicaid recipients directly to the North Carolina Medicaid program.
- E. Contractor further understands that, regarding Medicaid services, there are circumstances that may cause a Member to be disenrolled from or by the LME/PIHP. If the disenrollment arises from Member’s loss of Medicaid eligibility, the LME/PIHP shall be responsible for claims for the Member up to and including the Member’s last day of eligibility. If the disenrollment arises from a change in the Member’s Medicaid County of residence, LME/PIHP shall be responsible for claims for Member up to the effective date of date of the change in Medicaid County of residence. In any instance of Member’s disenrollment, preexisting authorizations will remain valid for any services actually rendered prior to the date of disenrollment.
- F. Contractor shall bill LME/PIHP for all MH/DD/SA services as listed in Attachment A.
- G. Unless otherwise indicated, LME/PIHP will pay the Contractor the lesser of the Contractor’s current usual and customary charges or the LME/PIHP established rate for services.

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1. SUBMISSION OF CLAIMS:

- A. Claims must be submitted electronically either through HIPAA Compliant Transaction Sets 820 – Premium Payment, 834 – Member Enrollment and Eligibility Maintenance, 835 – Remittance Advice, 837P – Professional claims, 837I – Institutional claims, or the LME/PIHP’s secure web based billing system.
- B. Contractor’s claims shall be compliant with the National Correct Coding Initiative effective at the date of service.
- C. Both parties shall be compliant with the requirements of the National Uniform Billing Committee.
- D. Claims for services must be submitted within ninety (90) days of the date of service or discharge (whichever is later), except in the instances denominated in subparagraph 8.e. below. All claims submitted past ninety (90) days of the date of service or discharge (whichever is later) will be denied and cannot be resubmitted except in the instances denominated in subparagraph 8.e. below. LME/PIHP is not responsible for processing or payment of claims that are submitted more than ninety (90) days after the date of service or discharge (whichever is later) except in the instances denominated in subparagraph 8.e. below. The date of receipt is the date the LME/PIHP receives the claim, as indicated on the electronic data records.
- E. Contractor may submit claims subsequent to the ninety (90) day limit in instances where the Member has been retroactively enrolled in the Medicaid program or in the LME/PIHP program, or where the Member has primary insurance which has not yet paid or denied its claim. In such instances, Contractor may bill the LME/PIHP within ninety (90) days of receipt of notice by the Contractor of the Member’s eligibility for Medicaid and the LME/PIHP, or within 90 days of final action (including payment or denial) by the primary insurance or Medicare the date of service or discharge (whichever is later).
- F. If Contractor delays submission of the claims due to the coordination of benefits, subrogation of benefits or the determination of eligibility for benefits for the Member, Contractor shall submit such claims within thirty (30) days of the date of the notice of determination of coverage or payment by the third party.
- G. If a claim is denied for reasons other than those stated above in subparagraph 7.e., and the Contractor wishes to resubmit the denied claim with additional information, Contractor must resubmit the claim within ninety (90) days after Contractor’s receipt of the denial. If the Contractor needs more than ninety (90) days to resubmit a denied claim, Contractor must request and receive an extension from the LME/PIHP before the expiration of the ninety (90) deadline, such extension not to be unreasonably withheld.
- H. All claims shall be adjudicated as outlined in the LME/PIHP Provider Operations Manual.
- I. Billing Diagnosis submitted on claims must be consistent with the service provided.
- J. If a specific service (as denominated by specific identifying codes such as CPT or HCPCS) is rendered multiple times in a single day to the same Member, the specific

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service may be billed as the aggregate of the units delivered rather than as separate line items.

K. The LME/PIHP shall not reimburse Contractor for “never events.”

2. PAYMENT OF CLAIMS:

- A. LME/PIHP shall reimburse Contractor for approved Clean Claims for covered services requiring prior authorization within thirty days of the date of receipt. Clean claims for emergency services which do not require prior authorization shall be reimbursed within thirty days of the date of receipt.
 - i. If the LME/PIHP denies payment of a claim the LME/PIHP shall provide Contractor the ability to electronically access the specific denial reason.
 - ii. “Claims Status” of a claim shall be available within five to seven (5-7) days of the LME/PIHP receiving the claim.
 - iii. If the LME/PIHP determines that additional information in either original or certified copy form is required for making the approval or denial of the claim, LME/PIHP shall notify the Contractor within eighteen (18) days after the LME/PIHP received the claim. The Contractor shall have fifteen (15) days to provide the additional information requested, or the claim shall be denied. Upon LME/PIHP’s receipt of the additional information from the Contractor, the LME/PIHP shall have an additional eighteen (18) days to process the claim as set forth in Paragraph 2, above.
 - iv. The LME/PIHP is not limited to approving a claim in full or requesting additional information for the entire claim. Rather, as appropriate, the LME/PIHP may approve a claim in part, deny a claim in part, and/or request additional information for only a part of the claim, as long as the LME/PIHP either approves, denies, or requests additional information for each part of the claim within the required eighteen (18) day period.
 - v. If PIHP fails to pay Contractor within these parameters, PIHP shall pay to the Contractor interest at the annual rate of 8% of the amount owed in excess of the Prompt Pay Requirements, compounded daily.
- B. The LME/PIHP will not reimburse Contractor for services provided by staff not meeting licensure, certification, credentialing, or accreditation requirements.
- C. Contractor understands and agrees that reimbursement rates paid under this Contract are established by the LME/PIHP.

3. THIRD PARTY REIMBURSEMENT:

- A. Contractor will comply with N.C.G.S. §122C-146, which requires the LME/PIHP to make every reasonable effort to collect payments from third party payors. Each time a Member receives services, Contractor shall determine if the Member has third party coverage that covers the service provided.
- B. Contractor is required to bill all applicable third party payors prior to billing the LME/PIHP.

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- i. Medicaid benefits payable through the LME/PIHP are secondary to benefits payable by a primary payer, including Medicare, even if the primary payer states that its benefits are secondary to Medicaid benefits or otherwise limits its payments to Medicaid Member(s).
 - ii. The LME/PIHP makes secondary payments to supplement the primary payment if the primary payment is less than the lesser of the usual and customary charges for the service or the rate established by the LME/PIHP.
 - iii. The LME/PIHP does not make a secondary payment if the Contractor is either obligated to accept, or voluntarily accepts, as full payment, a primary payment that is less than its charges.
 - iv. If Contractor or Member receives a reduced primary payment because of failure to file a proper claim with the primary payor, the LME/PIHP secondary payment may not exceed the amount that would have been payable if the primary payer had paid on the basis of a proper claim.
 - v. Contractor must inform the LME/PIHP that a reduced payment was made, and the amount that would have been paid if a proper claim had been filed.
- C. Contractor shall bill the LME/PIHP for third party co-pays and/or deductibles only as permitted by Controlling Authority.

4. UNDERPAYMENT/PAYMENTS POST APPEALS:

- A. If the LME/PIHP determines that Contractor has not been paid a claim or a portion of a claim that the LME/PIHP determines should be allowed for any reason, the LME/PIHP shall provide a thirty (30) day notice to the Contractor of the intent to pay the claims or portions of claims. Such notice of action shall identify the Member(s) name and date(s) of service in question, the specific determination made by the LME/PIHP as to each claim, and the amount of payment due to the Contractor. Contractor shall have thirty (30) days from date of such notification to appeal the determination of the LME/PIHP. The LME/PIHP shall make such payment within thirty (30) days of the date of the notice of intent to pay claims or portions of claims.
- B. Within thirty (30) days of the conclusion of any grievance, appeal or litigation that determines that LME/PIHP improperly failed to pay a claim or a portion of a claim to Contractor, the LME/PIHP shall remit the amount determined to be owed to Contractor.

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Signature Page Between:
TRILLIUM HEALTH RESOURCES
And
DARE COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES THROUGH
THE COUNTY OF DARE

IN WITNESS WHEREOF:

IN WITNESS WHEREOF: Each party has caused this Contract and all applicable attachments and addendums to be executed as the act of said party. Each individual signing below certifies that he or she has been granted the authority to bind the respective party to the terms of this Contract and any Addendums or Attachments thereto.

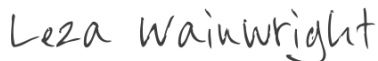
**DARE COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES
THROUGH THE COUNTY OF DARE**



Legally Authorized Representative

ADDRESS: P.O. Box 669, Manteo, NC 27954
TELEPHONE: (252) 475-5619
TAX ID: 56-6000293

TRILLIUM HEALTH RESOURCES



Legally Authorized Representative
201 WEST FIRST STREET
GREENVILLE, NC 27858

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REQUIRED ATTACHMENTS TO THE PROCUREMENT CONTRACT

The Contractor shall comply with the attached Federally required certifications and attachments, as follows:

- **APPENDIX A: CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**
- **APPENDIX B: CERTIFICATION REGARDING LOBBYING**
- **APPENDIX C: CERTIFICATION REGARDING DRUG-FREE WORKPLACE**
- **APPENDIX D: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS**
- **APPENDIX E: OUTCOMES AND REPORTING MEASURES**
- **APPENDIX F: REMOVED – NOT APPLICABLE TO NON-UCR CONTRACT**
- **APPENDIX G: DISCLOSURE, ENROLLMENT, and INSURANCE**
- **APPENDIX H: BUSINESS ASSOCIATE AGREEMENT**
- **ATTACHMENT A: NON-UCR CONTRACTED SERVICES**
- **ATTACHMENT B: NON-UCR SCOPE OF WORK**
- **ATTACHMENT C: NON-UCR BUDGET**

APPENDIX A
FEDERAL ASSURANCES CERTIFICATION
REGARDING ENVIRONMENTAL TOBACCO SMOKE

DARE COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICE THROUGH
THE COUNTY OF DARE

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this application, the Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any sub awards, which contain provisions for children's services, and that all sub grantees shall certify accordingly.



Contractor: Legally Authorized Representative

**APPENDIX B
FEDERAL ASSURANCES CERTIFICATION
REGARDING LOBBYING**

**DARE COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES THROUGH
THE COUNTY OF DARE**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE
AGREEMENTS**

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Contractor: Legally Authorized Representative

**APPENDIX C
FEDERAL ASSURANCES CERTIFICATION REGARDING
DRUG-FREE WORKPLACE REQUIREMENTS**

**DARE COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES THROUGH
THE COUNTY OF DARE**

We certify our Agency will comply with the Drug Free Workplace Act of 1988 as follows:

A. **Definitions.** As used in this provision,

Controlled substance means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.1- 1308.15.

Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

Criminal Drug Statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, and possession or used of any controlled substance.

Drug-Free Workplace means a site for the performance of work done in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

Employee means an employee of a Contractor directly engaged in the performance of work under a Government contract.

Individual means an offeror/contractor that has no more than one employee including the offeror/contractor.

B. By submission of its offer, the offeror, if other than an individual, who is making an offer that equals or exceeds \$25,000, certifies and agrees, that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation it will:

1. Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Establish a drug-free awareness program to inform such employees about:
 - The dangers of drug abuse in the workplace.
 - The Contractor's policy of maintaining a drug-free workplace.
 - Any available drug counseling, rehabilitation, and employee assistance programs.
 - The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph B-1 of this provision.
4. Notify such employees in the statement required by subparagraph B-1 of this provision, that as a condition of continued employment on the contract resulting from this solicitation, the employee will:
 - Abide by the terms of the statement; and
 - Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Notify the contracting officer within ten (10) days after receiving notice under

- Subdivision B-4 of this provision, from an employee or otherwise receiving actual notice of such conviction; and
6. Within thirty (30) days after receiving notice under subparagraph B-4 of this provision of or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace:
 - Take appropriate personnel action against such employee, up to and including termination; **or**
 - Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.
 7. Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs B-1 through B-6 of this provision.
- C. By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.
 - D. Failure of the offeror to provide the certification required by paragraph B or C of this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-1 (g) and 19.602-1 (a) (2) (i).
 - E. In addition to other remedies available to the Government, the certification in paragraphs B and C of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.
 - F. Further, false certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment (Section 4 CFR Part 85, Section 85.615 and 86.620).



Contractor: Legally Authorized Representative

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APPENDIX D
FEDERAL ASSURANCES CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER COVERED TRANSACTIONS

DARE COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES THROUGH
THE COUNTY OF DARE

INSTRUCTIONS FOR CERTIFICATION

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- B. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant will provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with

which this transaction originated may pursue available remedies, including suspension, and/or debarment.

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



Contractor: Legally Authorized Representative

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**APPENDIX E
OUTCOMES AND REPORTING REQUIREMENTS FOR AGENCIES**

**DARE COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES THROUGH
THE COUNTY OF DARE**

A. OUTCOMES:

CONTRACTOR providing MH/DD/SA services paid for with Medicaid, State, and/or Federal Block Grant funds shall complete DHHS required outcomes assessments on clients in accordance with DHHS guidelines and any subsequent changes thereto, including, but not limited to:

- a. submission of NC-TOPPS data for individuals receiving MH or SA services, as specified in the NC-TOPPS Guidelines and any subsequent changes thereto;
- b. collection of outcome data for special populations such as Member(s) transitioning from residential facilities as a result of the 2012 U.S. Department of Justice Settlement Agreement with the State of North Carolina in accordance with the guidelines and the age and disability appropriate outcome instruments defined by Trillium Health Resources and
- c. participation in surveys of Contractor staff and members conducted by DHHS and Trillium Health Resources in accordance with DHHS guidelines and any subsequent changes thereto.

B. REPORTING REQUIREMENTS:

Please use the grid below to track your specific reporting requirements –see below for Trillium contacts

Form/Report	Special Requirements	Due Date	Trillium Contact	Contact Email
			Contract Monitoring Unit	Contract.Reporting@trilliumnc.org



Contractor: Legally Authorized Representative

**APPENDIX G
AGENCY ADDENDUM**

**DARE COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES THROUGH
THE COUNTY OF DARE**

1. DISCLOSURES AND ENROLLMENT:

- A. The Contractor shall make those disclosures to the LME/PIHP as are required to be made to DHB pursuant to 42 C.F.R. §455.104 and 106 and are required by the LME/PIHP accrediting body. LME/PIHP will share accrediting body requirements with Contractor upon request. The Contractor shall disclose any affiliation, by contract or otherwise, with any other provider, or independent contractor to perform any of the duties, responsibilities or obligations of this Contract.
- B. The Contractor shall disclose to the LME/PIHP Contractor's trade name (d/b/a) or any other name Contractor may use to perform the duties and obligations under this Contract.
- C. Contractor, on behalf of itself, its affiliates, subsidiaries, heirs, successors, assigns, partners, directors, members, managers, agents, representatives, employees, shall report to the LME/PIHP any sanctions under the Medicare or Medicaid Programs, including but not limited to overpayments, recoupments, fines, paybacks, suspensions, terminations, lawsuits, insurance claims or payouts, as well as any adverse actions by federal or state regulatory agencies within the previous five (5) years.
- D. Contractor's Licensed Practitioners and Licensed Practitioner Associates may be reimbursed for services to Member(s) upon approval of the practitioner's credentials retroactive to the date of receipt of a complete and accurate Contractor application.
- E. To the extent any of the above required disclosure information is captured in current or existing Medicare or NC Medicaid enrollment application documentation, the LME/PIHP shall accept electronic or paper copies of such documentation as meeting this requirement. Entities no longer enrolled in Medicaid or Medicare will be required to independently meet all disclosure requirements of this Paragraph, Federal and State laws, rules and regulations, and the LME/PIHP accrediting body.

2. INSURANCE:

- A. Contractor shall purchase and maintain insurance as listed below from a company which is licensed and authorized to do business in the State of North Carolina by the North Carolina Department of Insurance.
 - i. Professional Liability: The Contractor shall purchase and maintain Professional Liability Insurance protecting the Contractor and any employee performing work under the Contract for an amount of not less than \$1,000,000.00 per occurrence/\$3,000,000.00 annual aggregate.
 - ii. Comprehensive General Liability: The Contractor shall purchase and maintain Bodily Injury and Property Damage Liability Insurance protecting the Contractor and any employee performing work under the Contract from claims of Bodily Injury or Property Damage arising from operations under the Contract for an amount of not less than \$1,000,000.00 per occurrence/\$3,000,000.00 annual aggregate.
 - iii. Automobile Liability: If Contractor transports recipients, the Contractor shall purchase and maintain Automobile Bodily Injury and Property Damage Liability Insurance covering all owned, non-owned, and hired automobiles for an amount not less than \$500,000.00 each person and \$500,000.00 each occurrence. Policies written on a combined single limit basis shall have a minimum limit of \$1,000,000.00.

- iv. Workers' Compensation and Occupational Disease Insurance, Employer's Liability Insurance: The Contractor shall purchase and maintain Workers' Compensation and Occupational Disease Insurance as required by the statutes of the State of North Carolina. The Contractor shall purchase and maintain Employer's Liability Insurance for an amount not less than Bodily Injury by Accident \$100,000.00 each Accident/Bodily Injury by Disease \$100,000.00 each Employee/Bodily Injury by Disease \$500,000.00 Policy Limit.
 - v. Tail Coverage: Liability insurance may be on either an occurrence basis or on a claims-made basis. If the policy is on a claims-made basis, an extended reporting endorsement (tail coverage) for a period of not less than three (3) years after the end of the contract term, or an agreement to continue liability coverage with a retroactive date on or before the beginning of the contract term, shall also be provided.
- B. Any Contractor utilizing any model for self-directing Innovations services and/or Agency With Choice services for Innovations enrollees shall carry Workers Compensation Insurance in accordance with the requirements of the DHB and LME/PIHP Contract and Innovations Waiver §1915(c) rules.
- C. Contractor shall:
- i. Provide to the LME/PIHP with Certificate(s) of Insurance (COI) or Change Endorsement(s) with the LME/PIHP named as an Additional Insured prior to the LME/PIHP's execution of the Contract, except that Licensed Independent Professionals are not required to comply with this requirement;
 - ii. Submit new COIs no later than ten (10) calendar days after the expiration of any listed policy to ensure documentation of continual coverage;
 - iii. Notify the LME/PIHP in writing within forty-eight (48) calendar hours of any cancellation or material change in coverage;
 - iv. Provide evidence to the LME/PIHP of continual coverage at the levels stated above within forty-eight (48) calendar hours if Contractor changes insurance carriers during the performance period of the Contract including tail coverage as required for continual coverage; and
 - v. Notify the LME/PIHP in writing within forty-eight (48) calendar hours of knowledge or notice of a claim, suit, criminal or administrative proceeding against Contractor and/or Practitioner relating to the quality of services provided under this Contract.
- D. Contractor shall have the right to self-insure provided that Contractor's self-Insurance program is licensed by the Department of Insurance of the State of North Carolina and has been actuarially determined sufficient currently to pay the insurance limits required in the Contract.
- E. Contractor acknowledges that:
- i. Any loss of insurance shall justify the termination of this Contract in the LME/PIHP's sole discretion;
 - ii. Upon Contractor's notification of knowledge or notice of a claim, suit, criminal or administrative proceeding against Contractor and/or Practitioner relating to the quality of services provided under this Contract, LME/PIHP in its sole discretion shall determine within ten (10) days of receipt of notification whether termination of the Contract or other sanction is required; and
 - iii. All insurance requirements of this Contract shall be fully met unless specifically waived in writing by both the LME/PIHP and Contractor.

Contractor: Legally Authorized Representative



**APPENDIX H
NORTH CAROLINA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUSINESS ASSOCIATE ADDENDUM**

This Agreement is made effective the 1st day of September 2021, by and between **TRILLIUM HEALTH RESOURCES** (“Covered Entity”) and **DARE COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES THROUGH THE COUNTY OF DARE**. (“Business Associate”) (collectively the “Parties”).

1. BACKGROUND:

Covered Entity and Business Associate are parties to a contract entitled “Managed Care for Behavioral Health Services Recipients” (the “Contract”), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.

- A. Covered Entity is an organizational unit of the North Carolina Department of Health and Human Services (the “Department”) that has been designated in whole or in part by the Department as a health care component for purposes of the HIPAA Privacy Rule.
- B. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a “business associate” within the meaning of the HIPAA Privacy Rule.
- C. The Parties enter into this Business Associate Addendum to the Contract with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate, and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS:

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

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

3. OBLIGATIONS OF BUSINESS ASSOCIATE:

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

4. PERMITTED USES AND DISCLOSURES:

- A. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Contract permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure:
 - i. would not violate the Privacy Rule if done by Covered Entity; or
 - ii. would not violate the minimum necessary policies and procedures of the Covered Entity.
- B. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that:
 - i. the disclosures are Required By Law; or
 - ii. Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- C. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- D. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the Contract or other applicable law or agreements.

5. TERM AND TERMINATION:

- A. **Term.** This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.
- B. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
 - i. Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - ii. Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
 - iii. If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.
- C. **Effect of Termination.**
 - i. Except as provided in paragraph (2) of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - ii. In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. GENERAL TERMS AND CONDITIONS:

- A. This Agreement amends and is part of the Contract.
- B. Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.
- C. In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the Contract terms shall prevail so long as they are in accordance with the Privacy Rule.
- D. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.

Contractor: Legally Authorized Representative



**ATTACHMENT A
TRILLIUM HEALTH RESOURCES
Contracted Services
For**

**DARE COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES THROUGH
THE COUNTY OF DARE**

This is an Addendum to Contract number 0054T-000-FY22 (the “Contract”), between **DARE COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES THROUGH THE COUNTY OF DARE** (herein referred to as “Contractor”), and **TRILLIUM HEALTH RESOURCES** (herein referred to as “Trillium”).

This Addendum is effective September 1, 2021 to June 30, 2022, and except as expressly set forth herein does not alter the terms or conditions of the Contract.

I. PURPOSE.

The purpose of this Addendum is to support funding for Contractor reimbursement when the Contractor fulfills the Strategic Prevention Framework for Prescription Drugs (SPF-Rx) Project in Dare County terms outlined herein.

II. CONTRACTOR RESPONSIBILITIES.

Contractor will adhere to the requirements outlined in the terms of this Addendum, Attachment B – Scope of Work, and Attachment C – Budget.

III. TRILLIUM RESPONSIBILITIES.

Trillium will reimburse Contractor a maximum not to exceed \$35,000 in Non-Unit Cost Reimbursement (Non-UCR) Federal funds (CFDA # 93.243) to implement the SPF-Rx Project in Dare County.

IV. SPECIAL CONDITIONS.

- A. Those who receive any Federal funds for the provision of Mental Health and /or Substance Abuse Services are subject to the conditions of all Mental Health and Substance Abuse Federal Block Grant requirements found at the following link : <https://www.ncdhhs.gov/divisions/mhddsas/lme-mco/audit>
- B. If these funds shall be used to support a new service for which a license, certification, and/or accreditation is required, such licensure, certification, and/or accreditation shall be completed prior to the delivery of services;
- C. If these funds shall be used for a new service which does not have an established DMHDDSAS approved service definition and/or approved reimbursement rate, a new service definition shall be approved in writing by DMHDDSAS, and/or a new Service Objective Form and approved rate must be submitted and approved in writing by the Division before any payments will be made;
- D. The funds provided shall not be used to supplant Federal or non-Federal funds for services or activities which promote the purposes of the grant or funding;
- E. The funds provided shall not be utilized to supplement any reimbursement for services or staff activities provided through the NC Medicaid Program;
- F. The funds provided shall not be utilized to supplement any reimbursement for services or staff activities supported through the Division’s payment of other UCR or non-UCR funds, without the prior written approval of the Chief Financial Officer of DMHDDSAS

and DSOHF and DMH/DD/SAS Chief of Community Wellness, Prevention, and Health Integration Section.

- G. The funds provided shall be fully utilized, monitored, and settled in compliance with the conditions of the current Contract Agreement (and all related amendments) between the LME-MCO and DMHDDSAS, with the full adherence of the LME-MCO and its sub-recipient contractors to all applicable State and federal laws, rules, regulations, policies, guidelines, standards, agreements, protocols, plans, and communications;
- H. Funds shall be used in accordance with HHS Grant Policy Statements;
- I. Federal funds shall not be paid in advance to an LME-MCO, contractor, or any other entity. Any exceptions to the required timely reporting of actual federal funds expended, shall be approved in writing by the Chief Financial Officer of DMHDDSAS and DSOHF and the Chief of Community Wellness, Prevention and Health Integration.
- J. All contractors and subcontractors, including LME-MCOs and sub-recipient contractors of these funds, shall comply with all requirements, restrictions, terms and conditions, and reporting requirements of the SPF-Rx as contained in 45 CFR Part 96 and any revisions to such regulations;
- K. Funds shall be used in accordance with cost principles describing allowable and unallowable expenditures for nonprofit organizations in accordance with OMB Circular A-122;
- L. SPF-Rx funds shall not be used to provide inpatient services;
- M. SPF-Rx funds are prohibited to be used to pay for any lease beyond the project period.
- N. SPF-Rx funds are prohibited to provide services to incarcerated populations.
- O. SPF-Rx funds are prohibited to pay for the purchase or construction of any building or structure to house any part of the program.
- P. SPF-Rx funds are prohibited to provide residential or outpatient treatment services
- Q. SPF-Rx funds are prohibited to pay for housing.
- R. SPF-Rx funds are prohibited to provide inpatient treatment or hospital-based detoxification services. Residential services are not considered to be inpatient or hospital-based services.
- S. SPF-Rx funds include only allowable costs associated with the use of federal funds are permitted to fund evidence-based practices (EBPs). Other sources of funds may be used for unallowable costs. SPF-PFS grantees are prohibited to accept any funds or anything else of value from alcohol, tobacco, electronic vapor product and/or marijuana manufacturer, distributor, or other alcohol, tobacco, electronic vapor product or marijuana related entity.
- T. Other support is defined as funds or resources, whether federal, non-federal or institutional, in direct support of activities through fellowships, gifts, prizes, or in-kind contributions. SPF-PFS grantees are prohibited to accept any funds or anything else of value from alcohol, tobacco, electronic vapor product and/or marijuana manufacturer, distributor, or other alcohol, tobacco, electronic vapor product or marijuana related entity.
- U. SPF-Rx funds are prohibited to make direct payments to individuals to induce them to enter prevention or treatment services. Grant funds may be used for non-clinical support services (e.g., bus tokens, childcare) designed to improve access to and retention in prevention and treatment programs.
- V. SPF-Rx funds are prohibited to make direct payments to individuals to encourage attendance and/or attainment of prevention or treatment goals. Grant funds may be used for non-cash incentives of up to \$30/per event to encourage attendance and/or attainment of prevention or treatment goals when the incentives are built into the program design and are the minimum amount that is deemed necessary to meet program goals and to achieve program outcomes. A grantee or treatment or prevention provider may also provide up to \$30 cash or equivalent (coupons, bus tokens, gifts, childcare, and vouchers) to individuals

- as incentives to participate in required data collection follow up. This amount may be paid for participation in each required interview.
- W. SPF-Rx funds are prohibited to pay for meals and are generally unallowable unless they are an integral part of a conference grant. Grant funds may be used for light snacks, not to exceed \$3.00 per person.
 - X. SPF-Rx funds are prohibited to distribute sterile needles or syringes for the hypodermic injection of any illegal drug.
 - Y. SPF-Rx funds are prohibited to pay for pharmacist for HIV antiretroviral therapy, (STD)/(STI), TB, hepatitis B and C, or psychotropics.
 - Z. SPF-PFS are prohibited to be used towards the annual salary of any contractor or subcontractor, including LME-MCO, provider, or contractor employee, consultant, or other individual that is in excess of Level I of the most current US Office of Personnel Management federal Executive Salary Schedule. This amount is currently designated for the calendar year effective January 2019 at an annual salary of \$213,600;
 - AA. Federal funds shall not be utilized for law enforcement activities;
 - BB. No part of any federal funding shall be used for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any State legislature, except in presentation to the Congress or any state legislative body itself;
 - CC. No part of any federal funding shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any state legislature.

V. **REPORTING REQUIREMENTS.**

- A. Quarterly, the Contractor shall submit the following reporting requirements as referenced in G.S. 122C-144.1.
 - Names and status of individuals serving as staff
 - Identification of community partners involved with the project
 - Relevant assessment data to support initiatives and progress on completion
 - Summary of current challenges and barriers
 - Summary of successes
 - Anticipated next steps and completion dates
- B. Contractor will submit reports to the following:
 - Trillium Health Resources Contract Reporting at Contract.Reporting@trilliumnc.org
 - Trillium Health Resources Accounts Payable at AccountsPayable@Trilliumnc.org
 - The designated representative of the DMH/DD/SAS Community Wellness, Prevention, and Health Integration Section;
 - To any other email address as may be specified by Trillium Health Resources.
- C. Contractor shall submit quarterly reporting information in accordance with SAMHSA-CSAP SPF-Rx Evaluation Requirements.
- D. Contractor shall enter program level reporting information into the DHHS data reporting systems as directed.
- E. Reports are due by the close of the business day on the 25th of the month following the quarter for the previous quarter reports. If the 25th falls on a weekend or a State-recognized holiday, the report is due by the close of business on the preceding business day.

VI. INVOICING AND REIMBURSEMENT

- A. Trillium Health Resources will reimburse Contractor for services based on the submission of an invoice for services rendered and /or actual expenditures. Federal funds must be spent by Contractor prior to submission of an invoice and in no circumstances can Federal funds be advanced.
- B. Monthly pre-audited and signed invoices for services shall be sent to Trillium Health Resources at Accounts Payable (AccountsPayable@trilliumnc.org) 144 Community College Road, Ahoskie, NC 27910, by the 10th of each month for the prior month's expenditures.
- C. Each invoice shall have an attestation/certification statement that states the following: "I hereby attest or certify that the costs reported for reimbursement represent allowable costs which have been expended according to the terms of the Contract and such costs are documented in our accounting records." This statement shall be signed and dated by an authorized representative of the Contractor.
- D. Contractor shall identify on each invoice the Service(s) being invoiced and the Non-UCR Contract number associated with the invoice. For these invoices, Contractor should use "SPF-RX No Cost Extension Funding-Non-UCR Contract# 0054T-000-FY22".
- E. Attached to the invoice must be an excel spreadsheet which matches the approved budget by line item and shows detailed monthly and year to date direct and indirect (if applicable) costs in support of the funding and all first and third party revenues earned. A General Ledger detail that verifies the monthly and year to date activity for the program should also be attached.
- F. Mileage logs with copies of checks, and all receipts must be submitted with each monthly invoice.
- G. All assets purchased with these funds with a value of \$5,000.00 or more must be reported to Trillium Health Resources on a monthly basis. Reports must be submitted to Accounts Payable at AccountsPayable@trilliumnc.org.
 - When submitting the report Contractor will identify in the subject line of the email the Service(s) being reported and the Non-UCR Contract number associated with the report. For this report, Contractor should use "SPF-RX No Cost Extension Funding-Asset Report-Non-UCR Contract# 0054T-000-FY22" in the subject line of the e-mail.
- H. Payments shall be made within thirty (30) days after receipt of a complete, accurate, and approved invoice.
- I. Invoices/billing documentation received after sixty (60) days from the deadline may be subject to slower processing times, or be at risk for unavailability of funds with the exception of fiscal year end, June 30th. All invoices for the fiscal year must be submitted by July 15th in order to receive reimbursement, as funds for the fiscal year are unavailable to Trillium after July 27th.
- J. A final accounting of expenditures will not be required, as expenditure and revenue documentation should be submitted with each invoice.

Contractor agrees to acknowledge "Trillium Health Resources" as the funding source in any brochures, advertising, trainings, or other information distributed to the public. Contractor must only use Trillium Health Resources' provided logos on any websites and/or printed materials dedicated to the program. Contractor should not use the Trillium Health Resources name on any literature without obtaining prior written approval from Trillium Health Resources' Communications team; please request logos and send all materials for review to Info@TrilliumNC.org prior to printing or distribution.

Contractor: Legally Authorized Representative



Record - Document ID: MTgxNDg2MDYtYT

Attachment C – Non-UCR Agency
Revised 10/1/2020 – Effective 11/1/2020

**ATTACHMENT B
TRILLIUM HEALTH RESOURCES
Scope of Work**

**DARE COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES THROUGH
THE COUNTY OF DARE**

SPF-Rx No Cost Extension
Statement of Work
Sept 24, 2021

Dare County Dept. of Health & Human Services- via the Saving Lives Task Force will work toward the goals as required by funding agreement. Specifics regarding proposed spending projects and timeline will be as noted in the budget.

Allocation 22-TR-37

1. To raise community awareness about the dangers of sharing medications, proper storage and disposal of expired medications through disposal kits, lock boxes, billboards, advertisements, and community events.
 - a. New Billboard wrap planned for FY22.
 - b. Attend outreach / drug drop events in Dare County and distribute pill disposal bags, Medicine lock boxes along with Lock your meds brochures and other collateral on local drug drop kiosks locations in Dare County for proper disposal.
2. To attend (virtually or in-person) in-state and out of state prevention conferences to provide opportunities for professional development, networking, collaboration and to learn best practices and key strategies to prevent prescription drug abuse, misuse, and risks associated with overprescribing and sharing medicines. Expenses include registration, travel, lodging, and per diem.
 - a. Plan to attend as educational trainings are announced and include members of the Saving Lives Task force.
3. Social Media Campaign targeting youth & adults and media/marketing cost.
 - a. Create Video adds for Snapchat with prevention/positive messaging for youth Fall/winter FY22.
4. Participate in trainings and technical assistance related to the SPF-Rx grant.
5. Materials, printing, supplies, and meeting expenses to support the project.



Contractor: Legally Authorized Representative

**ATTACHMENT C
TRILLIUM HEALTH RESOURCES
Budget**

**DARE COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES THROUGH
THE COUNTY OF DARE**

SPF-Rx Grant FY22	\$ 35,000		
Social Media Campiagn targeting youth & adults with prevention messaging via videos, PSAs, facebook, Utube, Snapchat	\$26,500		Contract with Mitrodigital Marketing
Billboard messaging	\$4,500		Contract with RO Given
State/national SUD conference	\$4,000		Required Conferences/Travel expenses/Training
TOTAL	\$35,000		



Contractor: Legally Authorized Representative

**Signature Page Between:
TRILLIUM HEALTH RESOURCES
And
DARE COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES
THROUGH THE COUNTY OF DARE**

IN WITNESS WHEREOF:

IN WITNESS WHEREOF: Each party has caused this Contract and all applicable attachments and addendums to be executed as the act of said party. Each individual signing below certifies that he or she has been granted the authority to bind the respective party to the terms of this Contract and any Addendums or Attachments thereto.

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act. *General Statute 159.*

Cor
Name
Title

Director
Deputy
Director

Signed on 2021-10-05 19:27:23 GMT

Secured Concord
DocumentID: MTgxNDg2MDYtYT
SigningID: YTNDNTgt
Signing date: 05/2021
IP address: 44.54
MachineID: drenc.com

Cor
Name
Title

Truman
Director
Source

Signed on 2021-10-05 20:05:38 GMT

Secured Concord
DocumentID: MTgxNDg2MDYtYT
SigningID: Yml0NTI
Signing date: 05/2021
IP address: 204.95
MachineID: Truman.org

Cor
Name
Title

Truman
Director
Source

Signed on 2021-10-05 20:08:58 GMT

Secured Concord
DocumentID: MTgxNDg2MDYtYT
SigningID: TNDI2NTgt
Signing date: 05/2021
IP address: 49.22.22
MachineID: hnng@ton Truman.org



Tax Collector's Report

Description

September 2021 Discoveries over \$100
September 2021 Releases over \$100
September 2021 Refunds over \$100
September 2021 NCVTS Refunds over \$100

Board Action Requested

Approved

Item Presenter

Becky Huff, Tax Collector

Discovery Report for REAL ESTATE and PERSONAL PROPERTY

(Discoveries over \$100.00)

MONTH: September 2021

DATE RANGE: 9/1/2021 - 9/30/2021

SUBMITTED BY: Becky Huff

Taxpayer Name	Parcel	Bill Yr	Reason	Value Discovered	Tax Discovered
VANTAGE FINANCIAL, LLC	977993000	2021	Corrected year of asset	27,623.00	110.63
TOSHIBA BUSINESS SOLUTIONS	976782000	2021	Corrected asset cost	21,243.00	124.10
ALPHA-ADVANTAGE INC	983442000	2021	Assets discovered with late listing form	<u>13,850.00</u>	<u>101.39</u>
				62,716.00	336.12

Release Report for REAL ESTATE and PERSONAL PROPERTY

(Releases over (\$100.00))

MONTH: September

DATE RANGE: 9/1/2021 - 9/30/2021

SUBMITTED BY: Becky Huff

<u>Taxpayer Name</u>	<u>Parcel#</u>	<u>Bill Year</u>	<u>Reason</u>	<u>Value Released</u>	<u>Tax Released</u>
HEATH, ANNETTE	936251000	2019	Name Correction	0.00	-130.68
CAPE HATTERAS ELECTRIC	017100000	2021	Revise to Exempt	-130,900.00	-764.72
CAPE HATTERAS ELECTRIC	014260000	2021	Revise to Exempt	-226,600.00	-1,343.28
COASTAL MARINE SERVICES LLC	984836000	2021	Boat Situs Change	-50,744.00	-416.40
ATKINS, THOMAS	936059000	2021	Vehicle has DMV annual tag	-47,228.00	-259.38
KUNDROCK, ALAN D	019915000	2021	Boat owned by previous owner	-48,000.00	-290.40
TOWNSEND, CHARLES RAY III	933816000	2021	Boat Situs not in Dare County	-57,771.00	-430.97
GROVER, MICHAEL P.	938703000	2021	Airplane Situs not in Dare County	-22,359.00	-117.85
KUSNIER, JEFFREY J TTEE	012821062	2021	Remove Rental Status	-19,172.00	-125.02
ETHIER, MEDERIC J III	022383086	2021	Boats owned by previous owner	-66,853.00	-425.39
STAFURIK, KURT P	831234621	2021	Boat sold in 2020	-15,885.00	-111.18
FRANCIS, ROY	938577000	2021	Boat Situs not in Dare County	-25,249.00	-133.08
HOOPES, ROBERT P	018405010	2021	Remove Rental Status	-22,228.00	-155.70
PATES, CARL STANSBURY III	024410054	2021	Boat owned by previous owner	-28,527.00	-165.40
HAAS, KENNETH R JR	019721000	2021	Boat sold in 2020	-23,549.00	-156.74
DEWOLF, PETER ROBERT	029524000	2021	Boats owned by previous owner	-14,277.00	-110.01
LOOK, CHAD MICHAEL	007104015	2021	Boat owned by previous owner	-25,923.00	-114.20
DANIELS, JOSEPH ROSWELL	936663000	2021	Boat sold in 2020	-41,949.00	-253.43
EDWARDS, GREGORY WAYNE	025694269	2021	91 Boat owned by previous owner	-30,000.00	-223.80

Release Report for REAL ESTATE and PERSONAL PROPERTY

(Releases over (\$100.00))

MONTH: September

DATE RANGE: 9/1/2021 - 9/30/2021

SUBMITTED BY: Becky Huff

<u>Taxpayer Name</u>	<u>Parcel#</u>	<u>Bill Year</u>	<u>Reason</u>	<u>Value Released</u>	<u>Tax Released</u>
DAVIDSON, CHARLES S	962716000	2021	Airplane Situs not in Dare County	-67,871.00	-393.51
CAPE HATTERAS ELECTRIC	012476000	2021	Revise to Exempt	-46,800.00	-277.42
MOON, JUDY	936264000	2021	Vehicle has DMV annual tag	-44,128.00	-242.35
RIGHT ON 12 INC	977838000	2021	Vehicle Situs not in Dare County	-40,254.00	-258.68
COMPANY WRENCH LTD	984987000	2021	No assets in Dare County	-41,214.00	-255.73
GOIN DEEP CHARTERS LLC	984669000	2021	Boat sold in 2020	-404,048.00	-3,315.62
FIN NAGLE FISHING CHARTERS, LLC	984819000	2021	Boat sold in 2020	-159,953.00	-640.61
HALLELUJAH CHARTERS	984788000	2021	Boat Value Change	-129,728.00	-709.61
WHITE PICK INVESTMENTS, LLC	976623000	2021	Assets sold in 2020	-36,348.00	-233.57
DANCING TURTLE CHARTERS LLC	985023000	2021	Business closed in 2020	-45,000.00	-180.23
FIN SEEKER SPORT FISHING CHART	984791000	2021	Boat sold in 2020	-28,227.00	-193.59
WITMER, DAVID S	962403000	2021	Boat sold in 2020	-41,034.00	-247.89
PALMATIER, MARK A	015398004	2021	Boat Situs not in Dare County	-407,343.00	-2,793.76
HALL, MICHAEL A	938608000	2021	Duplicate Listing	-194,000.00	-1,171.99
BYRON, ROGER JR.	937447000	2021	Camper Situs not in Dare County	-18,253.00	-108.20
CALCUTTA CHARTERS	961116000	2021	Boat Situs not in Dare County	-220,675.00	<u>-1,810.85</u>
Total Tax Released:					-18,561.24



North Carolina Vehicle Tax System

NCVTS Pending Refund report

September 2021

Primary Owner	Address 1	Address 3	Create Date	Tax Jurisdiction	Change	Interest Change	Total Change			
BRADLEY, JAMES MADISON JR	4214 SEASCAPE DR	KITTY HAWK, NC 27949	09/30/2021	C99	(\$89.70)	\$0.00	(\$89.70)			
				T08	(\$59.35)	\$0.00	(\$59.35)			
				T08BN	(\$7.84)	\$0.00	(\$7.84)			
				Refund			\$156.89			
HANF, STEPHEN MICHAEL	145 POTESKEET LOOP	SOUTHRN SHORE, NC 27949	09/08/2021	C99	(\$65.61)	\$0.00	(\$65.61)			
				T20	(\$32.07)	\$0.00	(\$32.07)			
				T20BN	(\$6.55)	\$0.00	(\$6.55)			
				Refund			\$104.23			
HUDGINS, PATRICIA DOREEN	1722 BAY DR	KILL DEVIL HILLS, NC 27948	09/22/2021	C99	(\$96.72)	\$0.00	(\$96.72)			
				T07	(\$77.28)	\$0.00	(\$77.28)			
				Refund			\$174.00			
SIMMONS, JAMES MELVIN	1900 AMES CIRCLE E	CHESAPEAKE, VA 23321	09/02/2021	C99	(\$65.64)	\$0.00	(\$65.64)			
				T14	(\$43.43)	\$0.00	(\$43.43)			
				Refund			\$109.07			
WEATHERLY, JEFFREY SCOTT	PO BOX 1455	MANTEO, NC 27954	09/03/2021	C99	(\$149.34)	\$0.00	(\$149.34)	<u>Tax</u>	<u>District</u>	<u>Net Change</u>
				F51	(\$13.65)	\$0.00	(\$13.65)	C99	COUNTY	(\$661.95)
				S99	(\$33.04)	\$0.00	(\$33.04)	T07	CITY	(\$77.28)
				Refund			\$196.03			T08
WOODARD PROPERTIES LLC	11529 WHITEHEAD RD	BRANCHVILLE, VA 23828	09/24/2021	C99	(\$107.17)	\$0.00	(\$107.17)	T08BN	CITY	(\$17.21)
				T08	(\$70.91)	\$0.00	(\$70.91)	T14	CITY	(\$43.43)
				T08BN	(\$9.37)	\$0.00	(\$9.37)	T20	CITY	(\$32.07)
				Refund			\$187.45			F01
WRIGHT, CHARLES DEATON	PO BOX 554	AVON, NC 27915	09/01/2021	C99	(\$87.77)	\$0.00	(\$87.77)	F51	FIRE	(\$13.65)
				F01	(\$13.19)	\$0.00	(\$13.19)	R01	FIRE	(\$1.84)
				R01	(\$1.84)	\$0.00	(\$1.84)	S99	SPECIAL	(\$52.46)
				S99	(\$19.42)	\$0.00	(\$19.42)	T20BN	SPECIAL	(\$6.55)
Refund			\$122.22							
Refund Total							\$1049.89	Refund Total (\$1,049.89)		

Refund Report for REAL ESTATE and PERSONAL PROPERTY

(Refunds over \$100.00)

MONTH: September

DATE RANGE: 9/1/2021 - 9/30/2021

SUBMITTED BY: Becky Huff

<u>Taxpayer Name</u>	<u>Parcel</u>	<u>Bill Yr</u>	<u>Reason</u>	<u>Refund Amount</u>
BAJNO, WOJCIECH	000380049	2021	Overpayment	-1,599.60
VELASQUEZ, MANUEL LUNA TTEE	000440000	2021	Overpayment	-642.87
CELAJ, EDER	000599000	2021	Overpayment	-118.00
LIDDIE, JOHN G	002428000	2021	Overpayment	-2,338.74
JOYCE, MICHAEL H TTEE	002925000	2021	Overpayment	-2,588.76
ROOK-MARINAK, KRISTINE A	004174000	2021	Overpayment	-676.39
LANGDON, PAULA A TTEE	004178000	2021	Overpayment	-1,000.00
MOORE, RYAN J	004302031	2021	Overpayment	-247.00
HUGHES, DONNA	004890304	2021	Overpayment	-3,590.25
MARTIN, PAMELA CHISMAN TTEE	007439000	2021	Overpayment	-369.69
EMERY, KEVIN L	007671008	2021	Overpayment	-287.55
DECESARIS, MICHAEL	007970001	2021	Overpayment	-222.90
LLOYD, TARYN L	007970068	2021	Overpayment	-270.00
MCCANN, ROBERT L JR	008018000	2021	Overpayment	-1,201.74
BELVIN, ELEANOR S	008870001	2021	Overpayment	-717.68
LEBRON FAMILY LLC	009255000	2021	Overpayment	-5,210.56
WARREN, RONALD W	012889000	2021	Overpayment	-540.00
ANDREWS, KAREN DARE	012914000	2021	Overpayment	-103.09
SUNDA, CHRISTOPHER L	014822268	2021	Overpayment	-435.51
SWARTZ, JAMES ROBERT & BEULAH M TRI	014918000	2021	Overpayment	-641.88
HATTERAS MARLIN CLUB INC	015386000	2021	Overpayment	-14,518.82
CHANCE, KRISTEN	017775261	2021	Overpayment	-349.90
AMODEI, ENRICO	018229004	2021	Overpayment	-2,588.36
CHAVOUSTIE, ROBERT M &	019257000	2021	Overpayment	-100.00
MCKENNA, GERALD J MD TTEE	019933000	2021	Overpayment	-235.49
MYATT, WILLIAM A JR	020995049	2021	Overpayment	-155.00
TYLER, ELIZABETH ANNE MULLEN	022519027	2021	Overpayment	-2,586.15
WALSH, DOUGLAS SHAWN	022620000	2021	Overpayment	-12,703.98
VOODOO, NATHAN	025030004	2021	Overpayment	-2,345.96
FOREMAN, STUART ALLAN	025690000	2021	Overpayment	-1,206.28
NILSON, RICHARD	025709029	2021	Overpayment	-200.00
HATTERAS MARLIN CLUB INC	026339000	2021	Overpayment	-1,428.44
MCCANN, ANNE S	026963027	2021	Overpayment	-2,949.56
BROSS, TYSON G TTEE	027839109	2021	Overpayment	-3,814.56
MCCOMAS, FRANCIS D	027863102	2021	Overpayment	-942.11
LANCASTER, JOHN T	028115000	2021	Overpayment	-1,040.34

Refund Report for REAL ESTATE and PERSONAL PROPERTY

(Refunds over \$100.00)

MONTH: September

DATE RANGE: 9/1/2021 - 9/30/2021

SUBMITTED BY: Becky Huff

<u>Taxpayer Name</u>	<u>Parcel</u>	<u>Bill Yr</u>	<u>Reason</u>	<u>Refund Amount</u>
AMR RESIDENTIAL, LLC	029218000	2021	Overpayment	-450.00
O'NEAL'S SEA HARVEST INC	029817000	2021	Overpayment	-168.09
MOELLING, OKSANA	020814000	2020	Overpayment	-1,473.41
KURTZ, KELLY J	030800000	2021	Overpayment	-666.26
SMITH, SHARON S	022519086	2020	Overpayment	-313.23
GOODWYN, SARA LYNN	029096000	2020	Overpayment	-2,389.38
CHARLOTTE'S ON SHALLOWBAG BAY INC	971820000	2021	Overpayment	-418.05
FARMDOG SURF SCHOOL INC	984271000	2021	Overpayment	-102.93
CHICAMACOMICO BANKS TRANSPORTATIC	984945000	2021	Overpayment	-227.22
BOAT, BARBARA W TRUSTEE OF THE	5922	2021	Overpayment	-112.02
				-76,287.75



DHHS Funding for Transportation to COVID-19 Vaccine Sites

Description

Through the DHHS Coronavirus Relief Funding, the County has received \$18,065 from the North Carolina Department of Transportation to provide rides for County residents who need transportation to and from COVID vaccination locations. This transportation will be arranged through and provided by the County's Transportation office.

Board Action Requested

Approve Budget Amendment

Item Presenter

Radcliff Hester, Transportation Supervisor

DARE COUNTY

BUDGET **AMENDMENT**

F/Y **2021-2022**

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		

Revenues:

Expenditures:

Explanation:

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

(sign in red)

Finance only:

Date entered: _____ Entered by: _____ Reference number: _____



Emergency Management Budget Amendment

Description

Received email notification from North Carolina Emergency Management that our Emergency Management Performance Grant (EMPG) will be generating additional revenue with payments that will be distributed November 2021 and March of 2022. The increased funding is the result of additional EMPG funds being authorized under the American Rescue Plan Act of 2021.

Board Action Requested

Approval

Item Presenter

Drew Pearson

DARE COUNTY

BUDGET **AMENDMENT**

F/Y **2021-2022**

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		

Revenues:

Expenditures:

Explanation:

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

(sign in red)

Finance only:

Date entered: _____ Entered by: _____ Reference number: _____



Board Appointments

Description

The following Boards have appointments this month:

- 1) Rodanthe-Waves-Salvo Community Center
- 2) Older Adult Services Advisory Council
- 3) Dare County Tourism Board

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager



Rodanthe-Waves-Salvo Community Center

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

October, 2021

BOARD APPOINTMENT

RODANTHE-WAVES-SALVO COMMUNITY CENTER

(Three Year Term)

The terms for the following members expire next month:

Jason Brian Heilig

(Current Term 11/18-11/21)

(Originally Apptd. 11/2018)

Roberta Midgett

(Current Term 11/18-11/21)

(Originally Apptd. 9/2009)

Both would like to be reappointed.

There are no other applications on file.

Other Members:
See attached list

RODANTHE-WAVES-SALVO COMMUNITY CENTER

(Three year Term)

This Board operates and maintains the Rodanthe, Waves, Salvo Community Center facility and amenities for the use and benefit of all members of the villages.

<u>MEMBER</u>	<u>TERM EXPIRATION</u>	<u>ACTION</u>
Susan Gray P.O. Box 135 Rodanthe, NC 27968 252-987-2502	6-24	Apptd. 6/00 Reapptd. 6/03,06,09,12,15,18 21
Cheryl Blankenship 238 NC Hwy 12 Rodanthe, NC 27968 252-449-8122	6-22	Apptd. 3/21
J.W. Kierzkowski, Ch. P.O. Box 55 Salvo, NC 27972 252-987-2218	6-24	Apptd. 6/88 Reapptd. 90,92,94,97,00,03 06,09,12,15,18, 21
Jason Brian Heilig 24229 Sea Sound Road PO Box 156 Rodanthe, NC 27968 252-599-2340 (H) 252-987-2412 (O) rodanthesurfshop@gmail.com	11-21	Apptd. 11/18
Roberta Midgett P.O. Box 38 Salvo, NC 27972 473-8226 (H) 995-7646 (O)	11-21	Apptd. 9-09 Reapptd. 11-09,12,15,18

NOTES:

MEETING DATE: 4th Monday of every month – 7:30 p.m.

Claude Howard replaced Don Edwards 2/92
Joey O'Neal replaced James Shimpach 6/93
Joey Midgett replaced Rudy Gray 6/94
Terms were changed to 3 years in 6/96
Ken Wenberg replaced Joey Midgett 6/97
Susan Gray replaced Ken Wenberg 6/00.
Roberta Midgett filled unexpired term of Claude Howard 9/09.
Stephen Ryan replaced Lovie Midgett 11/12
Jason Brian Heilig replaced Stephen Ryan 11/18
Joey O'Neal reappointed 6/19
Cheryl Blankenship apptd. to fill unexpired term of Joey O'Neal 3/21

REVISED 6/21



Older Adult Services Advisory Council

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

October, 2021

Board Appointment
Older Adult Services Advisory Council
(Four Year Term)

The following terms expire in November:

Cynthia Harris

Original Appointment: 11/2015, Reappointed. 11/2017

Claudia Hennessey

Original Appointment: 11/2015, Reappointed. 11/2017

BOTH ARE RECOMMENDED FOR REAPPOINTMENT

Other Members:
See attached list

OLDER ADULT SERVICES ADVISORY COUNCIL

(Four Year Term)

**This Council advises Dare County in its efforts to promote, organize, plan,
and coordinate services and programs for residents and visitors to
Dare County who are 55 years of age and older.**

<u>MEMBER</u>	<u>TERM EXPIRATION</u>	<u>ACTION</u>
Linda Lengyel P.O. Box 211 Hatteras, NC 27943 937-623-3258 North Hatteras Island Area	11-22	Apptd. 3/13 Reapptd. 11/14, 18
Mary Pendill 129 Dogwood Circle Manteo, NC 27954 252-423-0757 (Cell), 252-473-3589 (H) Manteo Area	11-22	Apptd. 11/14 Reapptd. 11/18
Cynthia Harris, Vice-Chair. 92 S. Dogwood Trail Southern Shores, NC 27949 703-402-6288 South Beach Area	11-21	Apptd. 11/15 Reapptd. 11/17
Melissa Turnage 108 Rhodoms Dr. Kill Devil Hills, NC 27948 252-256-0026 (H), 252-475-5585 (O) Social Services Rep.	11-22	Apptd. 12/16 Reapptd. 11/18
Lynne Bloomfield, Chair 5024 Lindbergh Ave. Kitty Hawk, NC 27949 252-261-8937 (H) Irbloomfieldkhnc@charter.net Adult Services Rep.	11-23	Apptd. 11/14 Reapptd. 11/15, 11/19
Apollonia (Bella) Reber 2802 Seahorse Court Kitty Hawk, NC 27949 252-255-0925 (H), 252-455-5159 (C) Adult Services Rep.	03-24	Apptd. 3/20

Vacant

North Beach Area

Barbara Franchi 6053 Martin's Point Road Kitty Hawk, NC 27949 252-261-0164 bafranchi@charter.net	07-24	Appt. 7/20
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Claudia Hennessey P.O. Box 740 Avon, NC 27915 252-995-6662	11-21	Apptd. 11/15 Reapptd. 11/17
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Wanchese Area

John Clark 216 Harbour Rd. Kill Devil Hills, NC 27948 252-715-0284	11-20	Apptd. 11/16
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Central Beach Area

Jim Tobin 6951 Pecan Lane PO Box 243 Manns Harbor, NC 27953 Jim.tobin@darenc.com 252-216-7732	1-25	Apptd. 6/17 Reapptd. 1/21
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DC Commissioner

NOTE: MEETING INFO: 2nd Wednesday, 10:00 a.m., except June, July, Aug. Meetings rotate between Baum Center, Dare Center and Fessenden Center

CONTACT INFO: Lynne Bloomfield, Chair
Cindy Harris, Vice-Chair
Brandi Bohanan, Dir., Baum Center

MEMBERS COMPENSATED: No

Commissioner Byrd replaced Commissioner Perry 9/97; Walter Parker replaced Herb Barr, Josephine Fessler replaced Lovie Midgett and Alpean Midgett apptd. to fill unexpired term of Louise Rossiter who resigned 11/97.

Henry Haywood apptd. to fill term Marge Keys and Edna P. Fehrmann apptd. to fill unexpired term of Marge Keys 3/99.

Kathy Crowder replaced Jimmy Williams and Marjorie Midgett replaced Roy Midgett 11/99.

Grace Fruit replaced Edna Fehrmann 10/00; Cheryl Byrd's appt. tabled til 12/18/00.

Geneva H. Perry filled unexpired term of Comm. Cheryl Byrd 1/01.

Lovie Midgett apptd. to fill unexpired term of Alpean Midgett 4/01.

Shirley Venente replaced Walter Parker and Barbara Brenner replaced Josephine Fessler 1/02.

Mary Conway replaced Dell Collins 1/03 and Jonna Midgett replaced Sue Judge 1/03.
Virginia Tillett filled unexpired term of outgoing Comm. Geneva Perry 2/03.
Joe Rongo replaced "Fritz" Winfree 11/03; Annie Rose Wells filled unexpired term of Gee Fruit 3/04.
Paulette Prodanchek filled term of Barbara Brenner 4/05;
Lynda Hester filled term of Mary Conway 4/07.
Lynn Thomas filled term of Joe Rongo & Georgia Ellis filled term of Annie Rose Wells 8/07.
Judith Link filled unexpired term of Shirley Venente 5/08.
Steve Jennette filled term of Lovie Midgett 12/08; Gisele Mead filled term of Lynda Hester 1/09.
Linda Lenguel filled unexpired term of Steve Jennette 3/14.
Lynn Bloomfield filled term of Julia Haywood and David Faudie filled term of Betse Kelly 11/14.
Margarette Umphlett filled unexpired term of Virginia Tillett 12/14.
11/2/15: Cynthia Harris apptd. to South Beach seat, Sandra Clark to Mainland seat & Claudia Hennessey
apptd. to Wanchese seat for two-year terms. With no applications from these designated areas,
appointments were made from applications that were on hand.
John Clark replaced Georgia Ellis 11/16; Melissa Turnage filled unexpired term of Jonna Midgett 12/16.
Jim Tobin appointed to fill unexpired term of Margarette Umphlett 6/17
Sandra Clark did not want to be reappointed 11/17. Kenneth Bukantas replaced David Faudie who
resigned 1/19. Craig Albert replaced Paulette Prodanchek who resigned 2/19
Amber Jennings apptd., Lynne Bloomfield reaptd. 11/19
Kenneth Bukantas resigned 3/19; Amber Jennings resigned 3/20; Apollonia (Bella) Reber apptd. 3/20
Jim Tobin reappointed 1/21; Albert Craig moved out of state (North Beach Area Position) 2021

REVISED 1/21

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

The Dare County Board of Commissioners believes all citizens should have the opportunity to participate in governmental decisions. One way of participating is by serving as a citizen member on one of the county's advisory boards or committees. If you would like to be considered for appointment to an advisory board or committee, please complete the form below and mail to Cheryl Anby, P.O. Box 1000, Manteo, N.C. 27954 or fax it to her at 473-1817, or send it by email to cheryl.anby@darenc.com

Advisory Board or Committee interested in:

1st choice Health & Human Services Board

2nd choice Parks & Recreation Advisory Council

3rd choice ~~Executive & Review Board~~ Older Adult Services Advisory Council

Name Isaac Simonsen

Address 1036 George Daniels Rd

City/State/Zip Manteo, NC 27954

Email Address mr.isaacsimonsen@gmail.com

Telephone Home: 252-333-6986

Business: _____

Resident of Dare County: yes no

Occupation: Personal Property Appraiser

Business Address: 962 Marshall Collins Pr., Manteo NC 27954

Educational background:
Bachelors - Psychology
East Carolina University

Business and civic experience and skills:
Health & Mental Health Manager for Early Head Start
Manager @ a Community Action Agency
Worked for the Autism Society of NC

Other Boards/Committees/Commissions on which you presently serve:

REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying:

Name	Business/Occupation	Address	Telephone
Brad Williams	Pastor, Bethany Methodist	137 Old Wharf Rd, Warehse	252-675-88
Devin Wilder Edgar	EHS Director	712 Virginia Rd, Edenton	804 852 7197
Barnes	District Court Judge	962 Marshall Collins Dr	252 305 9397

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: August 14th, 2020 Signature of applicant: Isaac Simonsen

FOR OFFICE USE ONLY:

Date received: 8/14/2020

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1st choice Older Adult Services

2nd choice _____

3rd choice _____

Name Angelo Sonnesso

Address 227 Kitty Hawk Bay Drive

City/State/Zip Kill Devil Hills, NC 27948

Email Address asonnesso@gmail.com

Telephone Home: 252-202-1190

Business: _____

Resident of Dare County: yes no

Occupation: Retired

Business Address: _____

Educational background:

Masters in Rehabilitation Counseling

Masters in Education

Business and civic experience and skills:

First Flight Lions Club, Outer Banks Repeater Association,

NC Library for the Blind board member, Community Coordinating Council

Other Boards/Committees/Commissions on which you presently serve:

None

REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

Name	Business/Occupation	Address	Telephone
Mary Pendill		Manteo	252-473-3589
Andrew Darling		So. Shores	252-619-6235
Ken Mann		Wanchese	252-473-3024

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: 5/16/19 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: 5-20-19



Dare County Tourism Board

Description

There are several terms expiring effective December, 2021. At this time, there are a few seats ready with Board recommendations. See attached summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

October 18, 2021

BOARD APPOINTMENTS

TOURISM BOARD

(Two Year Term)

Town of Kitty Hawk

The following term will expire:

Jeff Pruitt

Current Term 01/20 – 12/21, Originally Appointed 1/18

Jeff Pruitt is not eligible for reappointment as he has served two consecutive two-year terms.

The Town of Kitty Hawk has submitted three names and applications. Following is their suggested order of preference:

Councilman David Hines

Councilwoman Lynn McClean

Mayor Pro Tem Craig Garriss

Their applications are attached.

Hatteras Island/Member at Large

Donna Peele

Current Term 1/21 – 12/22

Donna Peele resigned

The Dare County Board of Commissioners appoints this member.

The application of Dennis Robinson is attached for consideration to complete her term until Dec. 2022

Dare County Commissioner Seat

Ervin Bateman

Current Term 1/20 – 12/21

The Board to reappoint Commissioner Ervin Bateman for another term

Member at Large

Timothy M. Cafferty

Current term 12/19 – 12/21

Timothy M. Cafferty is eligible for reappointment for another term

DARE COUNTY TOURISM BOARD

(Two Year Term)

Effective January 1, 1992

The Tourism Board promotes travel to and tourism in Dare County and it's municipalities. Their objective is to promote and encourage tourism in Dare County with the aim of increasing visitation and revenue.

<u>MEMBER</u>	<u>TERM EXPIRATION</u>	<u>ACTION</u>
Bambos Charalambous 530 W. Aycock Street Kill Devil Hills, NC 27948 419-376-5306(C) Cyprus376@embarqmail.com Outer Banks Chamber of Commerce	12-22	Apptd. 01-21
Karen Loopman-Davis 1200 W. Sportsman Drive Kill Devil Hills, NC 27948 252-202-6227(C) 252-449-2739(O) ravenfroggies@hotmail.com DC Restaurant Assoc.	12-21	Apptd. 1-20
Jamie Chisholm 525 West Landing Drive Kill Devil Hills, NC 27948 305-9547 (H), 261-1290 ext. 191 (O) Jamie.Chisholm@Hilton.com OB Hotel/Motel Assoc.	12-22	Apptd. 1/19 Reapptd. 12/20
Douglas R. Brindley 20 Third Avenue Southern Shores, NC 27949 252-261-4484(H) 252-261-2222(O) doug@brindleybeach.com OB Assoc. of Realtors	12-21	Apptd. 1/20
Monica Tibodeau 126 Sea Hawk Dr., W. Duck, NC 27949 252-207-7739(H) 252-255-6200(O) Monica.thibodeau@carolinadesigns.com Town of Duck	12-22	Apptd. 12/20
Leo L. Holland 23 Spindrift Trail Southern Shores, NC 27949 252-255-5780(H) 252-256-2488(C) Lholland23@embarqmail.com Town of Southern Shores	12-22	Apptd. 1/20 to fill term Reapptd. 12/20
Jeff Pruitt, Chairman 3890 Poor Ridge Road Kitty Hawk, NC 27949 261-9055 (H) 207-9055 (CI) Town of Kitty Hawk	12-21	Apptd. 1/18 Reapptd. 1/20

Ivy Ingram 12-21 Apptd. 1/20
1002 Swan Street
Kill Devil Hills, NC 27948
Ivy.Ingram@KDHNC.com
252-256-0423(H)
Town of Kill Devil Hills

Webb Fuller 12-21 Apptd. 1/18
P.O. Box 1003 Reapptd. 1/20
Nags Head, NC 27959
441-5922 (H) 305-9322 (O)
webbfuller@charter.net
Town of Nags Head

Bobby Owens 12-22 Apptd. 1/18 to fill term
P.O. Box 505 Reapptd. 1/19; 12/20
Manteo, NC 27954
252-473-2721 (H)
owens@townofmanteo.com
Town of Manteo

Ervin Bateman 12-22 Apptd. 1/20
4148 Poor Ridge Road
Kitty Hawk, NC 27949
252-216-1526 (C)
Ervin.bateman@darenc.com
DC Commissioner

Donna Peele (Resigned) 12-22 Apptd. 12/20
donna@watermensretreat.com
Hatteras Island/ Member at Large

Timothy M. Cafferty 12-21 Apptd. 1/20
4628 Seascape Drive
Kitty Hawk, NC 27949
252-202-9801 (H) 252-255-1220 (C)
tim@outerbanksblue.com
Member at Large

NOTES:

MEETING INFO: 3rd Thursday of each month, 9:00 a.m., 1 Visitors Center Circle, Manteo, NC

CONTACT INFO: Myra Ladd-Bone, Chair
Lee Nettles, Director, Outer Banks Visitors Center

MEMBERS COMPENSATED: \$125 per meeting-Steering Committee Members, \$100 per meeting-
other members

TERM LIMITS: Members may only serve 2 consecutive 2-year terms
Some members were appointed for one year in order to stagger the terms (1992)

Luther Daniels was apptd. 1/92 and resigned 5/92. Gus Granitzki was appointed to fill term.
Stuart Bell replaced RV Owens III 11/92; Terrence Gray replaced Cecil Williams 11/92.
Geneva Perry apptd. to fill term of Ozzie Gray 7/93; Don Bryan replaced Geneva Perry 11/93.
Carl Parrott replaced Paul Pruitt, Lacy McNeil replaced Terrence Gray and Renee Cahoon replaced Don
Bryan as Town of Nags Head rep. 12/93. Geneva H. Perry appointed to fill term of Robert Williams 11/94.
Myra Ladd replaced Stuart Bell as Ch. of Commerce rep. and Kern Pitts apptd. 12/94.

Seat was left vacant by death of Wayne Gersen and Terry Gray apptd. to fill term of the late Lacy McNeil. Appt. for Town of Manteo was tabled 12/94. Edward Greene replaced Gus Granitzki 1/95; Dick Woods appointed to fill term of Kern Pitts 3/95. John Woolard replaced Mike Kelly; John Stubbings replaced Robert Middlebrooks & Stuart Bell replaced Don Bryan 12/95. Jimmy Hanks appointed to fill term of Terry Gray 1/96; Cliff Blakely replaced Warren Judge, Lee Tugwell replaced Edward Green, Tim Shearin replaced Mollie Fearing 1/97 & John Robert Hooper replaced Tim Midgett 1/97. Warren Judge replaced John Woolard 1/98; David L. Perrot replaced John Stubbings 1/98. Ken Hollowell replaced Carl Parrott 1/98; Sherry Rollason replaced Jimmy Hanks 1/98. George Farah III replaced Renee Cahoon and Stan White replaced Geneva Perry 1/98. Sterling Webster replaced Myra Ladd, Paul Sutherland replaced Dick Wood and Dawn Enochs replaced Tim Shearin 12/98. Tim Cafferty replaced David Parrott 12/99; Christine Nunemaker replaced Stuart Bell 12/99. Raju Uppalapati replaced Sterling Webster, Jeff Tack replaced Cliff Blakeley 12/00. Tim Midgett replaced John Robert Hooper, Tim Shearin replaced Dawn Enochs and Curtis Creech replaced Lee Tugwell 12/00; Bob Woodard replaced Sherry Rollason; Anna Sadler replaced George Farah III, John Robert Hooper replaced Stan White, Dawn Enoch replaced Christine Nunemaker and Doug Seay replaced Ken Hollowell 12/01; Sammy Moore replaced Warren Judge 2/02; Dellerva Collins appointed to fill term of Curtis Creech 6/02 Eugene Kennedy replaced Paul Sutherland 12/02; Neil Morrison replaced Tim Shearin 12/02. Barbara Connery replaced Tim Cafferty 12/03; Sherry Rollason replaced Bob Woodard & Bob Woodard replaced Dawn Enochs 12/03; Hal Denny filled term of Gene Kennedy 1/04. Lisa Cafferty replaced Raju Uppalapati 12/04; Michelle Pharr replaced Jeff Tack 12/04. Mike Johnson filled term of John Robert Hooper 1/05; Scott Leggat replaced Tim Midgett 1/05. Ervin Bateman replaced Doug Seay 12/05. Ben Sproul replaced Sammy Moore, Chuck Ball replaced Sherry Rollason, Renee Cahoon replaced Anna Sadler 1/06; David Farrow filled term of Dell Collins and Dan Shields apptd. to fill term of Hal Denny 1/06; Tim Shearin replaced Bob Woodard 2/06. Paul Buske apptd. to fill term of Chuck Ball 2/07; Jackie Myers replaced Barbara Connery 1/08. Ralph Buxton replaced Lisa Cafferty, Brian McDonald replaced Dan Shields & Allen Burrus replaced Scott Leggat 12/08; Sterling Webster replaced Michelle Pharr and Dave Wessel replaced Nancy Caviness 1/09; Paul Charron replaced Ben Sproul, Gary Perry replaced Ervin Bateman and Wayne Gray replaced Renee Cahoon 12/09, Mr. Gray declined appointment, Anna Sadler apptd. 1/10; Jack Shea replaced Mike Johnson 12/09; Scott Leggat replaced Tim Shearin 12/09; Monica Thibodeau apptd. to fill term of Dave Wessel & Jamie Daniels apptd. to fill term of David Farrow 1/10; Jodi Hess replaced Brian McDonald 1/11; Robert L. Woodard filled term of Paul Buske 4/11; Donnie King replaced Paul Charron 12/11; Tim Cafferty replaced Jackie Myers 12/11. Ernie Foster replaced Scott Leggat 12/11; Dorie Fuller replaced Ralph Buxton 12/12; Brent Sorensen replaced Sterling Webster 12/12; Natalie Kavanagh replaced Allen Burrus 12/12; Sheila Davies filled term of Robert Woodard 1/13. Ervin Bateman replaced Gary Perry 12/13; Susie Walters replaced Anna Sadler 12/13. Virginia Tillett replaced Jack Shea 12/13; Tonia Cohen filled term of Brent Sorensen 5/14. Nancy Caviness replaced Monica Thibodeau, 12/14; Leo Holland replaced Jodi Hess, Martha Wickre replaced Jamie Daniels and Wally Overman apptd. to fill term of Virginia Tillett 12/14. Bambos Charalambous replaced Donnie King, Stuart Pack replaced Tim Cafferty, Mike Hogan replaced Sheila Davies 12/15 & George Banks III replaced Ernie Foster 12/15; Myra Ladd-Bone replaced Dorie Fuller & Pat Weston replaced Natalie Kavanagh 12/16; Craig Garriss replaced Ervin Bateman 1/18; Christopher Nason filled term of Leo Holland 1/18; William "David" Pergerson replaced Stuart Pack, Webb Fuller replaced Susie Walters, Bobby Owens filled term of Martha Wickre & Jeff Pruitt replaced Craig Garriss who declined appointment 1/18; Chuck Burdick replaced Nancy Caviness and Jamie Chisholm replaced Tonia Cohen 1/19; Karen Loopman-Davis replaced Bambos Charalambous, Douglas R. Brindley replaced William Pergerson Ervin Bateman replaced Wally Overman 1/20, Timmy M. Cafferty replaced George Banks, III; Leo Holland filled term of Christopher Nason & Ivy Ingram replaced Mike Hogan, 1/20; Bambos Charalambous replaced Myra Ladd-Bone, Monica Thibodeau replaced Chuck Burdick & Donna Peele replaced Pat Weston, 12/20.

REVISED 01/21

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

The Dare County Board of Commissioners believes all citizens should have the opportunity to participate in governmental decisions. One way of participating is by serving as a citizen member on one of the county's advisory boards or committees. If you would like to be considered for appointment to an advisory board or committee, please complete the form below and mail to Janice Williams, P.O. Box 1000, Manteo, N.C. 27954 or fax it to her at 473-1817, or send it by email to janicew@darenc.com

Advisory Board or Committee interested in:

1st choice Planning Board / Tourism Board

2nd choice Game & Wildlife Commission

3rd choice Equalization and Review Board

Name DAVID HINES

Address 306 First Flight Run

City/State/Zip Kitty Hawk, NC 27949

Email Address David@coastalncobj.com

Telephone Home: N/A

Business: 252-573-9547

Resident of Dare County: yes no

Occupation: REAL ESTATE / CONSTRUCTION & DEVELOPMENT

Business Address: 3210 North Croatan Highway Suite 1A
Kill Devil Hills, NC 27948

Educational background:

Attended NC State

Business and civic experience and skills:

Numerous committees in the past with OBAR
Town Council - Nov. 2019.

Other Boards/Committees/Commissions on which you presently serve:

CURRENT MEMBER, THE BOARD OF ADJUSTMENT TOWN OF
Kitty Hawk.

REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

Name	Business/Occupation	Address	Telephone
<u>ERVIN BATEMAN</u>	<u>RESTAURANT OWNER</u>		<u>252-202-1072</u>
<u>ROBERT WOODARD</u>	<u>TOWNE INSURANCE</u>		<u>252-702-7219</u>
<u>DAVID JOYNER</u>	<u>TOWNE BANK Mortgage</u>		<u>252-599-1714</u>

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: 02/07/19 Signature of applicant



FOR OFFICE USE ONLY:

Date received: 2/7/19

APPLICATION FOR APPOINTMENT TO
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Advisory Board or Committee interested in:

1st choice TOURIST BUREAU

2nd choice _____

3rd choice _____

Name LYNNE MCCLEAN

Address 610 W KITTY HAWK RD

City/State/Zip KITTY HAWK, NC 27949

Email Address lynnemcclean@kittyhawktown.net

Telephone Home: 252-202-9672

Business: _____

Resident of Dare County: yes no

Occupation: RETIRED - KH Councilwoman

Business Address: _____

Educational background:

HIGH SCHOOL - SOME COLLEGE

Business and civic experience and skills:

Kh Planning Board - Council

Other Boards/Committees/Commissions on which you presently serve:

REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

Name	Business/Occupation	Address	Telephone
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: 10/6/2021 Signature of applicant: *Cyrus McLean*

FOR OFFICE USE ONLY:

Date received: 10/6/21

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1st choice TOURISM BOARD

2nd choice _____

3rd choice _____

Name CRAIG GARRISS

Address 5204 BIRCH LANE

City/State/Zip KITTY HAWK, N.C. 27949

Email Address craiggarriss@yahoo.com

Telephone Home: 252-261-4922

CELL Business: 252-207-1115

Resident of Dare County: yes no

Occupation: RETIRED, PART TIME INSTRUCTOR AT COA

Business Address: _____

Educational background:

NORTHAMPTON COUNTY HIGH SCHOOL
NORTHWESTERN UNIVERSITY TRAFFIC INSTITUTE SCHOOL OF POLICE STAFF & COMMAND

Business and civic experience and skills:

TOWN OF KITTY HAWK TOWN COUNCIL - 8 YRS,
CURRENT MAYOR PRO TEM

Other Boards/Committees/Commissions on which you presently serve:

GOV ED CHANNEL COMMITTEE (CURRENT TV)

REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

Name	Business/Occupation	Address	Telephone
TIM SWEENEY	DEAN/COA		252-473-2264
ERVIN BATEMAN	BUSINESS OWNER		252-202-1072
JOHN GRAHAM	ATTORNEY		252-202-7814

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: 10/6/2021 Signature of applicant: Craig Jarvis

FOR OFFICE USE ONLY:

Date received: _____

**APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES**

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Advisory Board or Committee interested in:

1st choice Dare County Tourism Board

2nd choice _____

3rd choice _____

Name Dennis Robinson

Address 58578 NC HWY 12/ Box 62

City/State/Zip Hatteras, NC 27943

Email Address Dennizr@midgettrealty.com

Telephone Home: 252-475-4388 (C)
Business: 252-986-6335

Resident of Dare County: yes no

Occupation: Marketing Manager @ Midgett Realty

Business Address: Box 250 Hatteras, NC 27943

Educational background:

Cape Hatteras High School 1999

East Carolina University 2003 BS Hospitality Management

Business and civic experience and skills:

Past Board Member/ President Hatteras Village Civic Association 2003-2018

Current Chair Hatteras Community Center District 2017-Current

Marketing Manager at Midgett Realty 2003-Current

Other Boards/Committees/Commissions on which you presently serve

See above

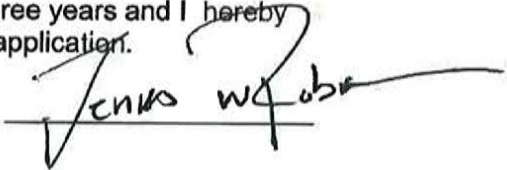
REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

Name	Business/Occupation	Address	Telephone
<u>Danny Couch</u>	Commissioner/Realtor	PO Box 1001 Buxton, NC 27920	252-475-4477
<u>Tess Judge</u>	Community Leader/Entrepreneur	4016 Ivy Lane KittyHawk, NC 27949	252-216-6105
<u>Mary Helen Goodloe-Murphy</u>	Community Advocate/Reporter	Po Box 147 Rodanthe, NC 27968	252-987-1303

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: 9/30/2020

Signature of applicant: 

FOR OFFICE USE ONLY:

Date received: 9/30/21



Commissioners' Business & Manager's/Attorney's Business

Description

Remarks and items to be presented by Commissioners and the County Manager.

Board Action Requested

Consider items presented

Item Presenter

Robert Outten, County Manager