



County of Dare

P.O. Box 1000 | Manteo, NC 27954

DARE COUNTY BOARD OF COMMISSIONERS

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

Monday, November 19, 2018

“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 Comments
- ITEM 3** Dare County Motorcycle Toy Run
- ITEM 4** DCHHS - Public Health Division, Proclamation - Home Care and Hospice Month
- ITEM 5** Tourism Board - Restricted Fund Spending Requests
- ITEM 6** **Public Hearing – 5:30 p.m.**
Chapter 100 Amendments to Allow Operation of Golf Carts in Wanchese
- ITEM 7** Consent Agenda
- 1. Approval of Minutes (11.05.18)
 - 2. Soil & Water Conservation District - Budget Amendment for Tracking State Funding
 - 3. DCHHS, Public Health Division - Trillium Funding for Prescription Drugs Project
 - 4. DCHHS, Public Health Division - Dissolve HHS Admin Account
 - 5. DCHHS, Public Health Division - Office of Rural Health Grant
 - 6. DCHHS, Public Health Division - Opioid Crisis Grant
 - 7. Town of Manteo New Year's Eve Fireworks 2018
 - 8. Tax Collector's Report
- ITEM 8** Commissioners' Business & Manager's/Attorney's Business

ADJOURN UNTIL 9:00A.M. ON DECEMBER 3,2018



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



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.

Comments can be made at the Commissioners Meeting Room in Manteo or through an interactive video link at the Fessenden Center Annex in Buxton.

Commissioners Meeting Room - Administration Building, 954 Marshall Collins Drive, Manteo
Video Link - Fessenden Center Annex, 47017 Buxton Back Road, Buxton

Board Action Requested

Hear Public Comments

Item Presenter

Robert Outten, County Manager



Dare County Motorcycle Toy Run

Description

The Dare County Motorcycle Toy Run conducts an annual event to generate funds to benefit underprivileged children in Dare County. A report will be given on the group's latest fund raising effort and Sheriff Doug Doughtie will be recognized on behalf of the Dare County Sheriff's Office for the help and support they provide for the Dare County Motorcycle Toy Run.

Board Action Requested

None - Informational Presentation

Item Presenter

Terry Gray
Dare County Motorcycle Toy Run.



*Dare County Department of Health and Human Services
Public Health Division*

Description

November is National Home Care and Hospice Month. Dare Home Health and Hospice would like to join thousands of home care and hospice agencies across the country to honor the nurses, home care aides, therapists and social workers who make a remarkable difference for the patients and families they serve.

Board Action Requested

Proclaim November as Home Care and Hospice Month.

A handwritten signature in black ink, appearing to be "SHE", is written over the text of the Board Action Requested section.

Item Presenter

Holly Meekins

HOME CARE AND HOSPICE MONTH

2018

A PROCLAMATION

Whereas, home care services address the health and psychosocial needs of the patient with the goal of improving health outcomes and hospice services offer palliation of symptoms through an interdisciplinary approach of care with the goal of supporting the end of life needs of patients and their families; and

Whereas, home care and hospice allow Dare County residents to receive quality services in their own home, surrounded by their loved ones, and these services support the families by easing the caregiver burden and help to avoid the cost and inconvenience of institutional care; and

Whereas, home care and hospice services build upon a strong tradition of providing quality, professional health care with compassion and strive to preserve an individual's independence and dignity by providing these services in the comfort of their own homes;

Now, Therefore, We, the Dare County Board of Commissioners, do hereby proclaim November 2018 as HOME CARE AND HOSPICE MONTH in Dare County NC and commend this observance to our citizens.

Bob Woodard, Chair

Dare County Board of Commissioners

Date: _____



*Dare County Tourism Board Request Consent
Short Term Restricted Fund Grant Awards (line item 4100)*

Description

Award the following Short Term Restricted Fund Project Grant Awards to:

- Town of Duck, \$307,289 for Pedestrian Improvements, Phase III
- Town of Kitty Hawk, \$47,592 for Kitty Hawk Trail Connection Project, Phase I
- Town of Nags Head, \$487,932 for the West Side Multi-Use Path, Phase VIII

Total amount of awards is \$842,813. Summary of projects is attached.

Board Action Requested

Consent for expenditures for Short Term Restricted Fund Grant Awards

Item Presenter

Lee Nettles, Executive Director, Outer Banks Visitors Bureau

**Short Term Restricted Fund Requests
FY 2019/2020**

- **Town of Duck**

Requested Amount: \$314,779

Pedestrian Improvements, Phase 3

Awarded Amount: \$ 307,289

Phase 3 of the pedestrian improvements includes the construction of shared paths, sidewalks, dedicated bike lanes, landscaping, and related improvements along the east side of Highway 12 (Duck Road) from Duck Deli to Ships Watch, approximately .4 miles.

Total Project Amount: \$629,558

- **Town of Kitty Hawk**

Requested Amount: \$48,840

Kitty Hawk Park Trail Connection Project, Phase I

Awarded Amount: \$ 47,592

Phase 1 is a trail connection between Kitty Hawk Park and the existing “Birch Lane” Trail, a 1.8-mile trail in Kitty Hawk Woods. The project provides an identifiable path to the trail system while taking advantages of the existing parking lot and restroom facilities.

Total Project Amount: \$138,520

- **Town of Nags Head**

Requested Amount: \$500,000

West Side Multi-Use Path, Phase VIII

Awarded Amount: \$487,932

This phase would construct multi use paths along: Deering Street to Dunn Street; Soundside Road to Danube Street; Gull Street to Baymeadow Drive; and Danube to Epstein Drive. The construction is for almost 2 miles of paths.

Total Project Amount: \$1,748,875

*Restricted Fund Grants are disbursed on a matching basis, not to exceed 50% of the actual cost.



Public Hearing -- Chapter 100 Revisions to Allow Golf Carts in Wanchese

Description

A public hearing is scheduled for 5:30 p.m. on proposed revisions to Chapter 100 of the Dare County Code to allow the operation of golf carts on State maintained streets in Wanchese. A copy of the draft revisions and list of streets is attached and a map of the streets. Upon the close of the hearing, the Board may choose to adopt the proposed revisions, make amendments to the draft language based on board discussion and/or public input, or may choose to take no action.

Board Action Requested

Conduct hearing and act to revise Chapter 100 -- "I move to amend Chapter 100 to allow for the operation of golf carts in Wanchese on State maintained roads as set forth in the proposed amendment."

Item Presenter

Donna Creef

Golf Carts on Streets and Roads in Specified Areas of Unincorporated Dare County.

100.30 Operation of Golf Carts

a. Golf carts may be operated on all streets and roads in Hatteras village west of and including Austin Road and Austin Lane where the speed limit is 35 mph or less.

b. Golf carts may be operated on Bayview Drive and First Street in Stumpy Point village where the speed limit is 35 mph or less.

c. Golf carts may be operated in the Village of Avon on the following streets where the speed limit is 35 mph or less: a) Harbor Road west of North End Road and the streets connected to Harbor Road located west of North End Road; b) the following streets and the streets connected to the following streets: North End Road, McMullen Road, Reef Drive, Old Main Road and Williams Road.

d. Golf carts may be operated in Waves village in the St. Waves Subdivision on Sea Vista Court and Sea Vista Drive where the speed limit is 35 mph or less.

e. Golf carts may be operated in Buxton Village on the following streets where the Drive, Buxton Back Road, Dippin Vat Road, Cross Way Road, Lost Tree Trail, Rocky Rollinson Rd, Webb Lane, Middle Ridge Trail, Crooked Ridge Trail, and Light Plant speed limit is 35 mph or less: Old Lighthouse Road; Cape Point Way, Diamond Shoals Road

f. Golf carts may be operated in Wanchese Village on the following streets where the speed limit is 35 mph or less:

(1) Baumtown Road

(2) Mill Landing Road and any street connected to Mill Landing Road

(3) Old Wharf Road and any street connected to Old Wharf Road

(4) Pugh Road and any street connected to Pugh Road

(5) ER Daniels Road and any street connected to ER Daniels Road

(6) Hooker Road and any street connected to Hooker Road

(7) Sawyer Road and any street connected to Sawyer Road

This does not include any private lanes or easements that are not dedicated to public use or assigned a NC or secondary road number.

100.31 Definitions

A golf cart is defined for the purposes of this subchapter as a vehicle designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of 20 miles per hour. (Reference NCGS 20-4.01)

100.32 Age Restriction

No person less than the age of 16 may operate a golf cart on the streets of a specified area as authorized in subsection 100.30.

100.33 Hours of Operation

The operation of golf carts in those areas as specified in Subsection 100.30 shall be lawful during the hours of 7:00 a.m. to 5:00 p.m. eastern standard time and 6:00 a.m to 9:00 p.m. eastern (daylight) savings time until October 1 and from 6:00 a.m. to 8:00 p.m. until the end of eastern (daylight) savings time.

100.34 Method of Operation

All persons operating golf carts as authorized in subsection 100.30 shall do so in a responsible and safe manner and shall obey all traffic safety laws and traffic control signage.

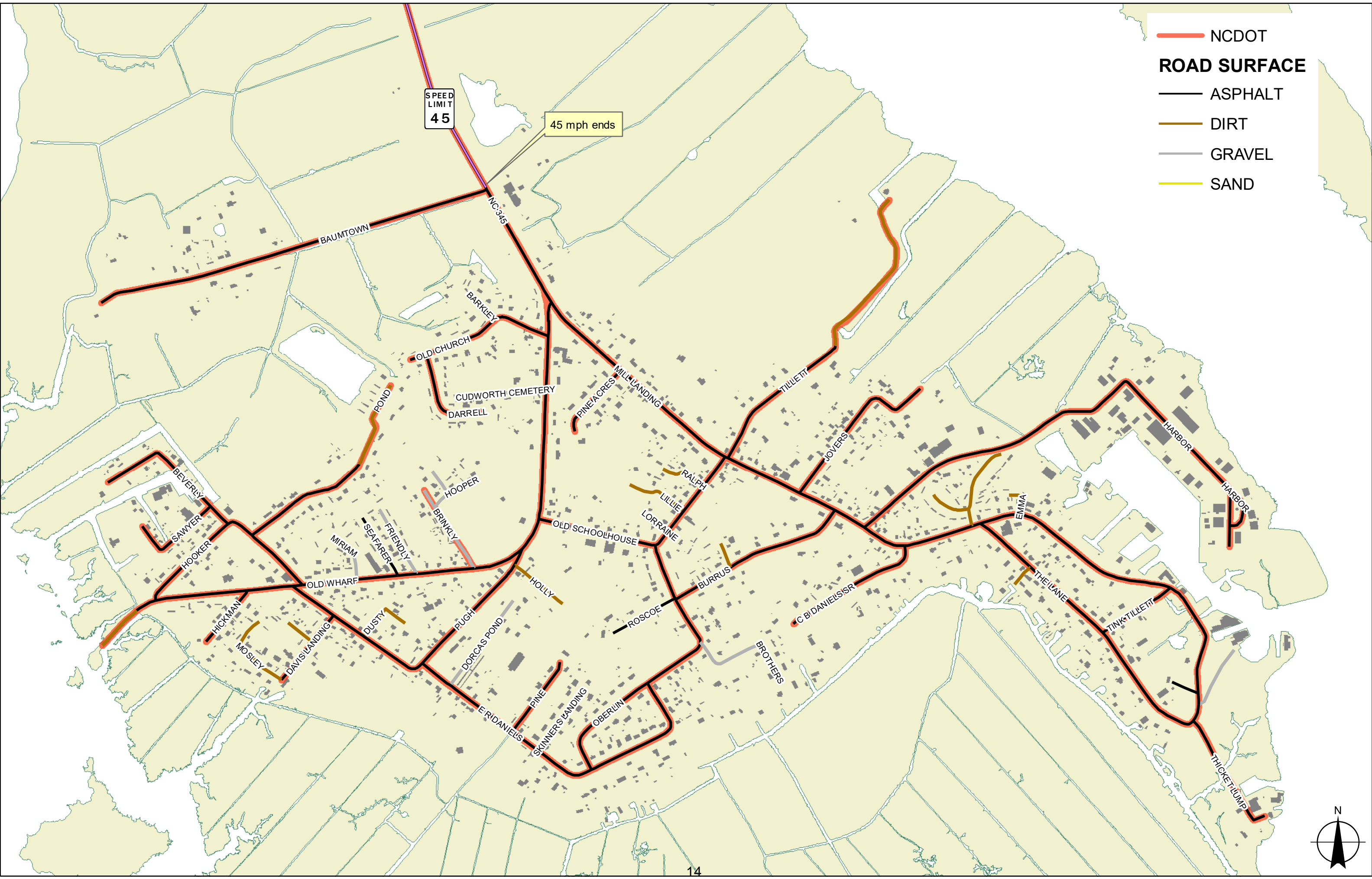
100.35 Violations

Any person operating a golf cart in violation of this subsection shall be guilty of a Class 3 misdemeanor and shall be fined \$50.00 for each violation.

- NCDOT
- ROAD SURFACE**
- ASPHALT
- DIRT
- GRAVEL
- SAND

SPEED LIMIT 45

45 mph ends



STATE-MAINTAINED ROADS IN WANCHESE (paved roads)

Mill Landing Road – NC 345

Owens Shipyard Road – SR 1137

Old Church Road – SR 1136

Tink Tillett Road – SR 1143

Pine Acres Road SR 1186

The Lane SR 1142

Darrell Lane – SR 1348

Pond Road – SR 1187

Beverly Drive – SR 1183

Sawyer Road – SR 1319

Hooker Road – SR 1137

Old Wharf Road – SR 1168 and SR 1137

Hickman Lane – SR 1175

Davis Landing Road –SR 1146

Pugh Road – SR 1148

ER Daniels Road – SR 1146

Pine Road SR 1320

Oberlin Road – SR 1181

Old Schoolhouse Road – SR 1145

Burrus Road – SR 1144

CB Daniels Road – SR 1289

Tillett Road – SR 1138

Jovers Lane – SR 1139

Harbor Road – SR 1140

Thicket Lump Drive – SR 1141



Consent Agenda

Description

1. Approval of Minutes (11.05.18)
2. Dare Soil and Water Conservation District - Budget Amendment for Tracking State Funding
3. DCHHS, Public Health Division - Trillium Funding for Prescription Drugs Project
4. DCHHS, Public Health Division - Dissolve HHS Admin Account
5. DCHHS, Public Health Division - Office of Rural Health Grant
6. DCHHS, Public Health Division - Opioid Crisis Grant
7. Town of Manteo New Years Eve Fireworks 2018
8. Tax Collector's Report

Board Action Requested

Approval

Item Presenter

County Manager, Robert Outten



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

County Manager, Robert Outten



County of Dare

P.O. Box 1000 | Manteo, NC 27954

MINUTES

DARE COUNTY BOARD OF COMMISSIONERS MEETING

Dare County Administration Building, Manteo, NC

9:00 a.m., November 5, 2018

Commissioners present: Chairman Robert Woodard, Vice Chairman Wally Overman
Jack Shea, Steve House, Jim Tobin, Danny Couch

Commissioners absent: Rob Ross

Others present: County Manager/Attorney, Robert Outten
Deputy County Manager/Finance Director, David Clawson
Public Information Officer, Dorothy Hester
Clerk to the Board, Gary Lee Gross

A full and complete account of the entire Board of Commissioners meeting is archived on a video that is available for viewing on the Dare County website www.darenc.com.

Chairman Woodard called the meeting to order at 9:02 a.m. He invited retired U.S. Air Force Chaplain Rev. Cherri Wheeler to share a prayer, and then he led the Pledge of Allegiance to the flag. Chairman Woodard thanked Mayor Sheila Davies for the timely and effective way Kill Devil Hills responded to the recent tropical storm. He also advised that Commissioner Ross had an excused absence from the meeting due to being out of town.

ITEM 1 – OPENING REMARKS – CHAIRMAN’S UPDATE

Following is a brief outline of the items mentioned by Chairman Woodard during his opening remarks, which can be viewed in their entirety in a video on the Dare County website –

- Congratulated the Chamber of Commerce on hosting a successful Seafood Festival.
- Commended the Lions Club for its VIP Fishing Tournament to help the visually impaired.
- Described a presentation he is making to guidance counselors, PTA’s, and civic groups throughout Dare County to provide information about the savings that parents can experience by having students get a two-year degree from the College of the Albemarle and then move on to a 4-year institution to complete their education.
- The Chairman mourned the death of Ronnie Lee Beacham, a dedicated Firefighter and hard-working General Contractor who touched the lives of many in the community.
- Reported on damage assessments from Hurricane Michael now pegged at \$7.3 million.
- Commented on the grand reopening of the Wright Brothers Memorial Visitors Center and encouraged people to visit the site to see first-hand the incredible renovations that have been made by the National Park Service.

- Congratulated the students and coaches involved in athletic programs at Dare County Schools and complimented them on their most recent achievements.
- Chairman Woodard expressed sadness about the synagogue shooting in Pittsburgh. He said we need to pray that this type of tragedy will cease and that deranged people will get the help they need.
- He honored Gray's Department Store, which he said has been an Outer Banks goodwill ambassador for 70 years. The Chairman commended Larry, Ronnie, and Julie Gray for the way they are carrying on the legacy of their parents, Walter and Estelle Gray.

ITEM 2 – PRESENTATION OF COUNTY SERVICE PINS

- 1) Carol Copeland, Social Services Division, received a 10-year pin.
- 2) Ashley Johnson, Emergency Medical Services, received a 15-year pin.
- 3) Doug Oberbeck, Sheriff's Office, received a 20-year pin.
- 4) Heather Gardiner, Public Health Division, received a 20-year pin.

ITEM 3 – EMPLOYEE OF THE MONTH – NOVEMBER 2018

Andy Dunton received the Employee of the Month award from Jerry Lofland who described the many ways that Mr. Dunton is an asset to the Dare County Water Department.

ITEM 4 – PUBLIC COMMENTS

The Manager outlined the procedure for making public comments in Manteo and via the video link to the Fessenden Center Annex in Buxton. Following is a brief summary of citizen remarks, which can be viewed in their entirety in a video on the Dare County website –

The following comments were made in Manteo –

1. John Head voiced support for the Hatteras Shores project saying that it fits within the rules and has been passed by the Planning Board. He said development is needed and urged the Board of Commissioners to push this through as quickly as possible.

The following comments were made in Buxton –

2. Danny Ansell – addressed the Hatteras Shores project by cautioning the Board to take a close look at this and make sure it is done in an appropriate way. He outlined density related issues that he believed were not understood by the Planning Board.

ITEM 5 – NCDOT FERRY DIVISION UPDATE & DISCUSSION OF FERRY NAMES (Att. #1)

Jed Dixon, Deputy Director of NCDOT's Ferry Division, briefed the Board on NCDOT's ferry replacement schedule and explained that the replacement ferries for the MV Kinnakeet and MV Chicamacomico cannot have that same name while both vessels are simultaneously in operation. He added that NCDOT will consider using these names for future ferry vessels. Commissioner Couch thanked Mr. Dixon for the clarification noting that these names have historical significance to the Native American heritage of Hatteras Island. Mr. Dixon also provided Commissioners with a detailed update on the passenger ferry service that NCDOT plans to have in operation next year between Hatteras Village and Ocracoke Island.

The Board was asked to approve a resolution supporting naming the ferry to replace the MV Kinnakeet the “Avon” and the ferry to replace the MV Chicamacomico the “Salvo.” The resolution included a request that NCDOT consider the names Chicamacomico and Kinnakeet for future replacement ferries.

MOTION

Commissioner Shea motioned to approve the resolution as presented.

Commissioner Couch seconded the motion.

VOTE: AYES unanimous

ITEM 6 – PRESENTATION ON THE NC COMPLETE COUNT COMMISSION

James Cofield, a member of the NC Complete Count Commission (NCCCC) explained their mission to create awareness about the 2020 Census. He outlined the ways Dare County benefits when its residents are properly counted and encouraged people to participate in the upcoming census. Mr. Cofield fielded Commissioner questions about languages, literacy issues, and unauthorized residents and welcomed any suggestions the Board may have on these or other census related issues. Chairman Woodard invited Mr. Cofield to reach out to the Public Information Officer to help promote the census on the Dare County website.

ITEM 7 – REQUEST FOR LATE APPLICATIONS - PROPERTY TAX EXEMPTION/EXCLUSION

Assistant County Assessor Hosea Wilson outlined three late applications for tax relief. He noted that the Roanoke Island Volunteer Fire Department request was being withdrawn by staff after it was determined that they had filed a timely application. Mr. Wilson then outlined a request from John Receveur and explained the circumstances related to its late filing.

MOTION

Commissioner Shea motioned to accept the late application from John Receveur.

Vice Chairman Overman seconded the motion.

VOTE: AYES unanimous

MOTION

Commissioner Tobin motioned to approve the 2018 property tax relief request from John Receveur as outlined by the Assistant County Assessor.

Commissioner Shea seconded the motion.

VOTE: AYES unanimous

Mr. Wilson advised that a clarification is needed on the Disabled Veteran Exclusion before considering the request from Brian Allsworth. While other agenda items were handled, staff did research and came back later in the meeting to report that Mr. Allsworth is eligible.

MOTION

Commissioners House & Shea motioned to accept the late application from Brian Allsworth.

Vice Chairman Overman seconded the motion.

VOTE: AYES unanimous

MOTION

Commissioner Shea motioned to approve the 2018 property tax relief request from Brian Allsworth as outlined by the Assistant County Assessor.

Commissioner House seconded the motion.

VOTE: AYES unanimous

Note: Agenda items 8 and 9 were quasi-judicial proceedings. Before either of these items were considered by the Board, each applicant along with the Planning Director and any others who might offer testimony, were duly sworn by the Clerk to the Board.

ITEM 8 – EAST CAROLINA RADIO – CUP APPLICATION FOR TOWER

Planning Director Donna Creef and Rick Loesch, on behalf of East Carolina Radio, offered testimony on a request to construct a 75 foot tall radio tower at 2865 Highway 345. Ms. Creef provided background information about the Conditional Use Permit (CUP) and noted that the tower has been approved by the FCC and the FAA. The County Manager asked the applicant if he agrees to the admission into evidence of the file material submitted by the Planning Department, the facts presented by the Planner, and the terms and conditions outlined in the CUP. Mr. Loesch indicated his agreement.

MOTION

Commissioners Shea and Overman motioned to approve the CUP for East Carolina Radio to construct a 75 foot tall radio transmission tower.

Commissioner House seconded the motion.

VOTE: AYES unanimous

ITEM 9 – HATTERAS SHORES GROUP HOUSING DEVELOPMENT – CUP APPLICATION

Planning Director Donna Creef, developer Sumit Gupta, and project engineer Mike Robinson appeared before the Board to offer testimony. Ms. Creef outlined a request from SAGA Construction for a Conditional Use Permit (CUP) for a proposed group housing development on oceanfront property in Hatteras Village. She explained that requests for group housing and properties in a VE Flood Zone are subject to a higher level of review. Ms. Creef noted that septic requirements will be determined by the Health Department and a site specific review later will address parking. She advised that there is consistency with the Dare County Land Use Plan and that the Planning Board recommended approval. The Manager outlined a verbiage change needed for CUP item #6 pertaining to common areas, to which the applicant agreed. The applicant also agreed to the admission into evidence of the file material submitted by the Planning Department, the facts presented by the Planner, and the terms and conditions outlined in the CUP.

MOTION

Vice Chairman Overman motioned to approve the CUP and site plan for Hatteras Shores group housing development with the verbiage change outlined by the Manager addressing the common areas described in CUP Condition #6.

Commissioner Shea seconded the motion.

VOTE: AYES unanimous

ITEM 10 – GOLF CARTS IN WANCHESE – INITIAL DISCUSSION

Ms. Creef, in response to a request made by the Board at a previous meeting to look into the possibility of golf carts being allowed in the Village of Wanchese, explained that under the North Carolina General Statutes golf carts are permitted on public roads where the speed limit is 35 mph or less. The Planning Director added that there are 25 State maintained roads in Wanchese and advised that an amendment would be needed to the Dare County Code of Ordinances in order to consider allowing golf carts in Wanchese.

MOTION

Commissioner Shea motioned to schedule a Public Hearing on the draft amendment at 5:30 p.m., November 19, 2018.

Vice Chairman Overman seconded the motion.

VOTE: AYES unanimous

ITEM 11 – TOWN OF DUCK – TEMPORARY EASEMENT

The County Manager outlined a request from the Town of Duck for a temporary, one-year easement at the Dare County water tower property at 1230 Duck Road. He explained that the easement is part of the Town's plan for a multi-use path in front of the water tower. Mr. Outten advised that a verbiage change is needed to assure that the Town must maintain access for the County at all times during the temporary easement period.

MOTION

Commissioner House motioned to approve the temporary easement with the verbiage change outlined by the Manager to assure that the County maintains access at all times.

Commissioner Shea seconded the motion.

VOTE: AYES unanimous

ITEM 12 – CONSERVATION EASEMENT

Mr. Outten briefed the Board on a request from the owners of the Water Front Shops in Duck to expand their parking area within their existing conservation easement. He explained that in order to do this, they need to relocate a portion of their conservation easement to an alternate location, which they would like relocated to the wetlands on the Dare County water tower site adjacent to the Water Front Shops. Mr. Outten said they propose to buy the necessary amount of wetlands from Dare County for \$10,000 and donate it back to the County with a conservation easement. He noted that the County Assessment Office confirms that the wetlands portion of the water tower site is unsuitable for construction and that the Water Department says there will be no negative impact. He added that, if approved, the placement of the conservation easement and access area would be arranged in a mutually agreeable location at the water tower site.

MOTION

Commissioner Shea motioned to approve the Conservation Easement donation arrangement for \$10,000 as outlined and authorize the County Manager to execute the required documents.

Vice Chairman Overman seconded the motion.

VOTE: AYES unanimous

RECESS: 11:15 a.m. – 11:25 a.m.

ITEM 13 – DISCUSSION OF ARCHITECTURAL AND DESIGN SERVICES FOR THE NEW ANIMAL SHELTER

The Manager reminded that at a previous meeting the Board selected Guernsey Tingle, which was one of five firms that responded to the Request for Qualifications (RFQ) for architectural and design services for the new Dare County Animal Shelter. He explained that since then, Commissioner Ross and staff have met with the firm, and he voiced a

concern that Commissioner Ross has about some of the information provided by Guernsey Tingle and whether there is an appropriate level of comfort with the firm. He then briefed Commissioners on a subsequent meeting that was held with Waller, Todd & Sadler, which is one of the other architectural firms that responded to the RFQ. Mr. Outten said although both are fine firms, the level of comfort and detail of information given was better with Waller, Todd & Sadler. After discussing the matter, the following motion was made –

MOTION

Commissioner Shea motioned to rescind the Board’s previous decision to select Guernsey Tingle for architectural and design services for the new Dare County Animal Shelter and authorize the County Manager to negotiate with the firm of Waller, Todd & Sadler and prepare an agreement to be brought back to the Board of Commissioners for approval.

Vice Chairman Overman seconded the motion.

VOTE: AYES unanimous

ITEM 14 – CONSENT AGENDA

The Manager announced the items as they were visually displayed in the meeting room.

MOTION

Commissioner House motioned to approve the Consent Agenda:

- 1) Approval of Minutes (10.15.18) **(Att. #2)**
- 2) Appointment of Firefighters Relief Fund Board Member of Hatteras Vol. Fire Dept.
- 3) Road Request – France Court, Kay Court, Violet Court, Kellam Court **(Att. #3)**
- 4) DHHS – Emergency Food & Shelter Budget Amendment
- 5) 4-Year Computer Lease for Dare County Sheriff’s Office
- 6) 4-Year Computer Lease for Dare County Libraries
- 7) Schedule of Meeting Dates for 2019

Commissioner Shea seconded the motion.

VOTE: AYES unanimous

ITEM 15 – BOARD APPOINTMENTS

- 1) Older Adult Services Advisory Council

Commissioner Shea motioned to reappoint Linda Lengyel, Mary Pendill, Melissa Turnage. Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

- 2) Rodanthe-Waves-Salvo Community Center

Commissioner Couch motioned to reappoint Roberta Midgett and appoint Jason Heilig. Commissioner House seconded the motion.

VOTE: AYES unanimous

- 3) Stumpy Point Community Center

Vice Chairman Overman motioned to reappoint David Midgett.

Commissioner House seconded the motion.

VOTE: AYES unanimous

4) Veterans Advisory Council

Vice Chairman Overman motioned to appoint Jack Shea as a “Counselor” to the Veterans Advisory Council upon his retirement as a Dare County Commissioner. Commissioner House seconded the motion.

VOTE: AYES unanimous

5) Youth Council

Vice Chairman Overman motioned to –

Reappoint – Catisha Bryant, Kathy Burrus, Steve House, Sandy Martin.

Appoint – Jordan Allen, Genesis Rain Gregory, and Gerardo Velasquez.

Commissioner Couch seconded the motion.

VOTE: AYES unanimous

6) Upcoming Board Appointments

The upcoming appointments for December, January, and February were announced.

ITEM 16 – COMMISSIONERS’ BUSINESS & MANAGER’S/ATTORNEY’S BUSINESS

Commissioners and the County Manager frequently make extensive remarks, which can be viewed in their entirety in a video on the Dare County website. Following is a brief summary outline of the items mentioned by Commissioners during this segment –

Commissioner House

- Commented on an action taken by President Trump to address plastic debris in our oceans, calling it a major step in the right direction.
- Expressed condolences to the family of Ronnie Beacham, who he described as a role model as a fire fighter and well respected in the construction industry
- Presented his recommendation, based on lengthy discussions, for the reorganization of the Commission for Working Waterman. He outlined a Commission structure, which is reflected in the following motion. He explained why membership should not be based on the type of gear that is used and that adding a recreational seat would not be consistent with the objective of the Commission to advise the Board on Working Watermen issues. Commissioner House noted that the recommended non-voting science seat will help give objective, scientific input on important fisheries issues. He said he will be vetting membership applications and present them to the Board in December. Chairman Woodard thanked Commissioner House for his hard work on this initiative.

MOTION

Commissioner House motioned to set up the reorganization of the Commission for Working Watermen with seven voting members, plus one additional non-voting science seat. The composition of the seven voting members will consist of – one Dare County Commissioner, one Fish House Dealer, one Charter Boat Captain, and four North Carolina Commercial Fishermen. And, the goal will be to have the four Commercial Fishing seats represent geographical areas as follows - one from Hatteras Island, one from Roanoke Island, one from the Dare County Mainland, and one from the Northern Beaches area.

Commissioner Shea seconded the motion.

VOTE: AYES unanimous

Vice Chairman Overman

- Congratulated the service pin recipients and the Employee of the Month.
- Thanked County staff for the efficient job that is being done cleaning up storm debris.

Commissioner Shea

- Thanked the service pin recipients and Employee of the Month for making Dare County such a wonderful place to live, work, and raise families.
- Reminded everyone to exercise their right to vote as a civic duty.

Commissioner Couch

- Echoed comments made on the importance of voting calling it a sacred duty.
- Joined Vice Chairman Overman in expressing gratitude about the pickup of storm debris.
- Commented on the passing of Ronnie Beacham and advised the Board of the death of Licia Midgett Kee and described her remarkable 33-year teaching career in Dare County.

Commissioner Tobin

- Reported on a meeting that he and the County Manager had in Wilmington with the U.S. Army Corps of Engineers on the new dredge vessel for Dare County.
- Noted that Spring Arbor recently received good news about the lifting of the State moratorium on allowing new patients at the facility.
- Commissioner Tobin encouraged people to vote and urged candidates to promptly remove their campaign signs following the election.

Chairman Woodard

- Provided information about the 2019 Legislative Goals Conference being planned by the North Carolina Association of County Commissioners (NCACC) and asked the Board to consider designating him as Dare County's Voting Delegate to the Conference.

MOTION

Commissioner Couch motioned to name Chairman Woodard as the Dare County Voting Delegate to the 2019 NCACC Legislative Goals Conference.

Commissioner Shea seconded the motion.

VOTE: AYES unanimous

MANAGER'S/ATTORNEY'S BUSINESS

1. Mr. Outten asked the Board to name David Clawson and Sandy West as the County's Designated Agent for seeking storm relief and to approve an agreement with North Carolina Emergency Management, which will be signed by Mr. Clawson.

MOTION (Att. #4)

Vice Chairman Overman motioned to approve a resolution designating the Applicant's Agent for storm relief (David Clawson, Primary & Sandy West, Secondary) and to approve an agreement with North Carolina Emergency Management and authorize Mr. Clawson to sign the document.

Commissioner House seconded the motion.

VOTE: AYES unanimous

2. The County Manager gave an update report on the status of storm debris pickup. He identified the hardest hit areas and explained that they were scheduled last for pickup in order to give those property owners ample time to stage their items. He added that the Public Works Department will only be making one debris pickup pass through each community in unincorporated Dare County, therefore people should not put out more debris after their area has been picked up because there will not be any second passes.
3. Mr. Outten briefed Commissioners on the national conference he recently attended for the American Shore & Beach Preservation Association where he participated in a panel and presented Dare County's local beach nourishment funding model as a case study.
4. The Manager asked for authority to send Dare County's share of the funds that are needed in order to get dredging done at Hatteras Inlet.

MOTION

Commissioners House and Shea motioned to approve sending \$136,400 to the Inlet Management Fund as Dare County's share for dredging that is needed at Hatteras Inlet and authorize any necessary budget amendments.

Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

Public Information Officer Dorothy Hester gave details about the Thanksgiving Basket Program sponsored by the Roanoke Island Women's Club in cooperation with Dare County Health and Human Services. She said information about making donations will be posted on the Dare County website.

ITEM 17 – CLOSED SESSION

The County Manager asked for a Closed Session pursuant to NCGS 143-318.11(a)(3) to consult with an attorney employed or retained by the County in order to preserve the attorney-client privilege in the matter of Dare County v PCL Civil Constructors, Inc.; and pursuant to NCGS 143-318.11(a)(6) to review the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; and to approve the minutes of the last Closed Session.

MOTION

Commissioner Shea motioned to go into Closed Session pursuant to the provisions of the North Carolina General Statutes cited by the County Manager.

Commissioner House seconded the motion.

VOTE: AYES unanimous

At 12:02 p.m., the Commissioners exited the room to meet in Closed Session. They reconvened at 12:35 p.m. and Mr. Outten reported that during the Closed Session the Board approved previous Closed Session Minutes, consulted with the County Attorney on the PCL matter and a personnel issue, and took no other action.

At the conclusion of the meeting, Chairman Woodard asked for a motion to adjourn.

MOTION

Commissioner Couch motioned to adjourn the meeting.

Commissioner House seconded the motion.

VOTE: AYES unanimous (note: Commissioner Shea was not present for voting on this item)

At 12:35 p.m., the Board of Commissioners adjourned until 5:00 p.m., November 19, 2018.

Respectfully submitted,

[SEAL]

By: _____
Gary Lee Gross, Clerk to the Board

APPROVED: By: _____
Robert Woodard, Chairman
Dare County Board of Commissioners



*Budget Amendment
Dare Soil and Water Conservation District
NC Dept. of Agriculture and Consumer Services Technical Assistance Funds*

Description

To re-establish department code 104760 for Dare Soil and Water Conservation District To track funding awarded by NC Dept of Agriculture and Consumer Services for district operations and technical assistance (TA). TA duties will be performed by the existing Grants Administrator position which will be allocated between Waterways and DSWCD. TA funding was awarded in the amount of \$26,460.

Board Action Requested

Approve budget amendment

Item Presenter

DARE COUNTY

BUDGET AMENDMENT

F/Y 2018-2019

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
Department:					
DSWCD, Planning, Grants & Waterways					
<u>Revenues:</u>					
DSWCD - Matching Funds	103760	422020		\$3,600	
Planning - DSWCD Matching Funds	103560	422020			\$3,600
DSWCD - Technical Assistance Funds	103760	422020	00760	\$26,460	
Appropriated Fund Balance	103090	499900			\$26,460
<u>Expenditures:</u>					
DSWCD - Operating Matching Funds	104760	560006		\$7,360	
DSWCD - Alligator Weed Control	104760	510700		\$2,500	
Planning - DSWCD	104560	560006			\$12,500
DSWCD - TA Salaries	104760	500200	00760	\$36,775	
DSWCD - TA Fica	104760	500300	00760	\$2,815	
DSWCD - TA Retirement	104760	500400	00760	\$2,875	
DSWCD - TA Health Insurance	104760	500500	00760	\$7,750	
DSWCD - TA Retiree Health Insurance	104760	500700	00760	\$65	
DSWCD - TA Supplies	104760	513300	00760	\$2,640	
Waterways - Salaries	104570	500200			\$36,775
Waterways - Fica	104570	500300			\$2,815
Waterways - Retirement	104570	500400			\$2,875
Waterways - Health Insurance	104570	500500			\$7,750
Waterways - Retiree Health Insurance	104570	500700			\$65
				<u>\$92,840</u>	<u>\$92,840</u>

Explanation:

To re-establish department code 104760 for Dare Soil and Water Conservation District to track funding awarded by NC Dept of Agriculture and Consumer Services for district operations and technical assistance (TA). TA duties will be performed by the existing Grants Administrator position which will be allocated between Waterways and DSWCD. TA funding was awarded in the amount of \$26,460.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

(sign in red)

Finance only:

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



Steve Troxler
Commissioner

North Carolina Department of Agriculture
and Consumer Services

N. David Smith
Chief Deputy Commissioner

September 18, 2018

Ms. Ann Daisey
Dare Soil & Water Conservation District
P. O. Box 1000
Manteo, NC 27954

CONTRACT NUMBER: 18-024-4121
AMENDMENT NUMBER: 01-2019

Dear Ms. Daisey:

On behalf of Commissioner Steve Troxler and the North Carolina Department of Agriculture and Consumer Services – Division of Soil & Water Conservation, I offer to amend your existing agreement for district matching and cost share technical assistance funds for the Dare Soil and Water Conservation District operations. The amendment is necessary to add district matching and technical assistance funds for fiscal year 2018-19. Your project end date remains June 30, 2020.

Two original amendment packets must be printed, completed and returned to the NCDA&CS, making sure that the amendments and certain forms have been signed in blue ink, dated, and witnessed. Signing these documents represents your understanding and acknowledgement that all other terms and conditions of the original contract are still in effect. Please return the two packets to:

David B. Williams, Deputy Director
N.C. Division of Soil & Water Conservation
1614 Mail Service Center
Raleigh, NC 27699-1614

One fully executed, original amendment will be returned to you for your records. If you have any questions about your amendment or any of the forms contained in your offer packet, please contact David Williams at (919) 707-3772, or David.B.Williams@ncagr.gov.

I would like to take this opportunity to thank you for all you do to support conservation of our valuable natural resources.

Sincerely,

N. David Smith
Chief Deputy Commissioner

Enclosure

cc: Melissa Madrid, Grants Manager

Email: David.Smith@ncagr.gov
1001 Mail Service Center, Raleigh, North Carolina, 27699-1001
(919) 707-3033 • Fax (919) 715-0026
An Equal Opportunity Affirmative Action Employer



**NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
Steven W. Troxler, Commissioner**

Soil and Water Conservation District

CONTRACT AMENDMENT "CHECK OFF LIST" for Grantee

This form must be returned with your completed contract amendment package.

INSTRUCTIONS: Check the YES boxes in the left column for the document titles that are being returned with the two signed, dated and witnessed (for government entities) or notarized (for non-government entities) copies of the contract amendment with signatures in blue ink. Be sure to include all the other documents specified in your contract amendment package. If NO has been checked off for you, that document is not required for this grant program or project.

GRANTEE ORGANIZATION NAME: Dare Soil & Water Conservation District

PROJECT TITLE/NAME: DSWC-District Matching and Technical Assistance Agreement

CONTRACT #: 18-024-4121 AMENDMENT #: 01-2019

Check one Box	DOCUMENT TITLE <i>ALL SIGNATURES MUST BE IN BLUE INK</i>	DEPARTMENTAL USE - DOCUMENTS ATTACHED OR ON FILE	GRANTS & CONTRACTS USE - DOCUMENTS ATTACHED
<input type="checkbox"/> Yes <input type="checkbox"/> No	Contract Amendment "Check Off List" for Grantee	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	Contract Amendment Cover	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	Attachment A - Project Time Line and/or Revised Budget	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	Attachment B - Signature Card	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**



Departmental Use Only	
<u>CENTER:</u>	1611-3701
<u>ACCOUNT:</u>	536967
<u>AMOUNT:</u>	\$7,200.00
<u>CENTER:</u>	2710
<u>ACCOUNT:</u>	536502
<u>AMOUNT:</u>	\$27,510.00
<u>CENTER:</u>	2735
<u>ACCOUNT:</u>	536502
<u>AMOUNT:</u>	\$25,140.00

North Carolina Department of Agriculture and Consumer Services

Division of Soil and Water Conservation

**DSWC-District Matching and Technical Assistance Agreement -
Governmental**

**Amendment Number: 01-2019
Contract Number: 18-024-4121**

This document amends the Contract bearing the effective date of July 1, 2017, between the North Carolina Department of Agriculture and Consumer Services, hereinafter referred to as the "Agency" and the **Dare** Soil and Water Conservation District, hereinafter referred to as the "Grantee."

The Grantee's tax ID number is **56-6000293**. The Congressional District Number is **3rd**. The Grantee's DUNS number is **082358631**.

As provided for under the terms of the original Contract, the Agency and the Grantee agree to amend the contract provisions as outlined below.

1. Section IV. DSWC Duties:

The previous Section IV is hereby deleted and replaced with the following:

The DSWC hereby agrees to pay the Grantee in the manner and in the amounts specified in the Contract Documents. The total amount paid by the DSWC to the Grantee shall not exceed **\$59,850.00**.

This amount consists of: \$0.00 in federal funds.

This amount consists of: \$59,850.00 in State funds

The Grantee's matching requirement is **\$59,850.00**, which consists of:

In Kind	\$
Cash	\$
Cash and In-kind	\$
Cash and/or In-kind	\$59,850.00
Other/Specify	\$

The total Contract amount is **\$119,700.00**.

2. V. Secondary Employment Policy:

The previous Section V is hereby deleted and replaced with the following:

The Grantee shall have in place a secondary employment policy that protects the District, its employees, the County, the Agency, and the Commission from any actual, potential or perceived conflict of interest. Such policy shall be in accordance with the Commission Guidelines on Secondary Employment found at http://www.ncagr.gov/SWC/costshareprograms/documents/secondary_employment_district_employee.pdf

The Grantee shall submit to the Agency by October 15, 2018 and annually thereafter a secondary employment form for each employee performing work on Commission cost share program contracts. The Grantee shall submit an updated form along with its quarterly progress reports if the secondary employment changes or other potential conflicts of interest of a subject employee arise after the initial submission.

3. Contract Scope of Work and Payment Provisions:

The previous Attachment B: Scope of Work and Payment Provisions is hereby deleted and replaced with the attached Attachment A: Scope of Work and Payment Provisions. The revision is necessary to add funding for the 2018-19 fiscal year. In cases where the grantee did not invoice for the full amount of budgeted funds for Activities 1 or 2 in FY2017-18, the funds budgeted for 2017-18 have been reduced to reflect the actual amount invoiced for 2017-18.

All other terms and conditions as set forth in the original Contract document shall remain in effect for the duration of this Amendment.

Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

IN WITNESS WHEREOF, the Grantee and the Agency execute this Contract Amendment in two (2) originals, one (1) of which is retained by the Grantee and one (1) which is retained by the Agency.

Grantee: **Dare Soil and Water Conservation District**

Signature of Authorized Representative Date

Printed Name Title

Witness:

Signature Date

Printed Name Title



North Carolina Department of Agriculture and Consumer Services

Signature of Authorized Representative Date

N. David Smith, Chief Deputy Commissioner

Scope of Work and Payment Provisions

The Dare Soil & Water Conservation District will complete the following activities and supply the following deliverables:

1. District Matching Funds – Funds for district operating support are allocated to each county equally, subject to that District’s documentation that matching funds equal to or exceeding the allocated amount are available for match. To be eligible to receive matching funds the Grantee shall:
 - a. Submit by March 31 of each fiscal year an ‘Application for Matching Funds for Soil & Water Conservation Districts’ showing the amount of matching funds requested by the Grantee and documenting the source and amount of matching funds provided by the Grantee. The Grantee shall not count as match the funds that were allocated by the Commission for technical assistance cost share nor those local funds pledged to match technical assistance cost share. **Matching Funds not requested by March 31 shall be unencumbered from this Contract.**
 - b. Submit to the Agency minutes of all district board meetings held during the term of the Contract.
2. Cost Share Technical Assistance – cost share funds for technical assistance positions are allocated to districts by the Commission and through the Agency in accordance with its rules and procedure, 02 NCAC 59D .0106 and 02 NCAC 59H .0106(b). To be eligible to receive technical assistance cost share, the Grantee shall:
 - a. Submit by June 1 of each fiscal year, the District Strategy Plan for cost share programs for the upcoming fiscal year, including a request for technical assistance funds. The request for technical assistance funds should include staff name, title and email address for each position proposed for cost sharing.
 - b. Implement cost share program activities in the District, pursuant to Commission rules and policies. A district position funded through this Contract may work on other activities, but the position must contribute at least 1,040 hours annually per FTE to providing technical assistance or cost share program implementation. Positions cost shared at less than 1 FTE, shall contribute a pro-rated number of hours for the same purposes. All activities must be documented with a monthly activities tracking form which shall be submitted quarterly on or before October 15, January 15, April 15, and June 30.
 - c. Submit a Request for Payment of Technical Assistance Form at least annually and no more frequently than quarterly documenting actual expenditures for salary, benefits, and operating expenses by the Grantee in support of the technical assistance position(s) approved by the Commission and listed in the Contract Budget. Any technical assistance funds encumbered for the current fiscal year that are not requested by the Grantee on or before June 30 of that fiscal year shall be unencumbered from this Contract.

- d. Work with the technical supervisor to upload an updated Individual Development Plan in AgLearn by June 30, 2019 for each for each employee funded through this Contract.
- e. Have in place a secondary employment policy consistent with the Commission's Guidelines on Secondary Employment and shall submit an annual Secondary Employment Form for each employee performing work on Commission cost share program contracts. The initial Secondary Employment Form shall be submitted annually on or before October 15 of each year. The Grantee shall submit an updated form along with its quarterly Request for Payment of Technical Assistance if the secondary employment changes or other potential conflicts of interest of a subject employee arise after the initial submission.

CONTRACT BUDGET

The following budget reflects the maximum authorized payment for each activity described in the scope of work.

Activity 1: District Matching Funds

Fiscal Year	Maximum Amount Awarded	District Match Requirement
2017-18	\$3,600.00	\$3,600.00
2018-19	\$3,600.00	\$3,600.00
2019-20		

Activity 2: Cost Share Technical Assistance

Position 1:	FTE: 1.00	Maximum Allocation		
Fiscal Year	Purpose	Recurring	Non-recurring	District Match Requirement
2017-18	Salary/Benefits	\$25,140.00		\$26,190.00
	Operating Exp.		\$1,050.00	
2018-19	Salary/Benefits	\$25,140.00		\$26,460.00
	Operating Exp.		\$1,320.00	
2019-20	Salary/Benefits			\$0
	Operating Exp.		\$0	

Position 2:	FTE:	Maximum Allocation		
Fiscal Year	Purpose	Recurring	Non-recurring	District Match Requirement
2017-18	Salary/Benefits			\$0.00
	Operating Exp.		\$000.00	
2018-19	Salary/Benefits			\$0.00
	Operating Exp.		\$0.00	
2019-20	Salary/Benefits			\$0
	Operating Exp.		\$0	

Signature Card



CONTRACT & FINANCIAL DOCUMENTS

INSTRUCTIONS: Please read and fill in the required information to the right of each field where applicable. Signatures must match the Contract signatures. In the event the affixed signature(s) are no longer valid, a revised form must be submitted prior to processing any contractual documents or submitting "Request for Payments" or any other financial documents. If more than two people will sign for the organization, this form may be duplicated.

SECTION I.

Date:	
Legal Applicant Organization/Agency Name:	
Federal Tax Identification Number:	

SECTION II.

Certification:

By affixing my signature below, I certify that person(s) identified are designated having legal authorization to sign on behalf of the organization named in Section I., above, for purposes of executing contractual documents and preparing, approving and executing all financial documents; including "Requests for Payments." I understand the legal implications of any and all misrepresentation, which include but are not limited to defrauding the State of North Carolina, and certify that the person signing below has full authority to execute this Agreement on behalf of the named organization.

~~NON-GOVERNMENTAL ORGANIZATIONS ONLY (Must match Contract Signature)~~

Board Chair, Executive Director, etc.	Financial Representative, Treasurer, etc.
Print Name & Title:	Print Name & Title:
Signature:	Signature:

GOVERNMENTAL ENTITIES (Must match Contract Signature)

Authorized Governmental Official	Chief Fiscal Officer
Print Name & Title:	Print Name & Title:
Signature:	Signature:



***DCDHHS Public Health Division
Trillium Funding for Strategic Prevention Framework for Prescription Drugs Project***

Description

The Public Health Division has received a grant from Trillium Health Resources for the Strategic Prevention Framework for Prescription Drugs Project (SPF-RX). Funds will be used to raise community awareness about the dangers of sharing medications, proper storage and disposal of expired medications; to attend 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; and to work with local community partners, law enforcement, LME-MCO's, schools or institutions, and medical professionals to address prescription drug misuse and abuse through hosting meetings, events, and trainings. No effect on county funding.

Board Action Requested

Approve Budget Amendment

Item Presenter

N/A

DARE COUNTY

BUDGET AMENDMENT

F/Y 2018-2019

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
Department:					
Human Services-Public Health					
<u>Revenues:</u>					
State/Federal-Trillium SPF-RX	103027	424204	56003	\$18,000	
<u>Expenditures:</u>					
Contract Services	104600	510700	56003	\$5,000	
Training	104600	525000	56003	\$1,000	
Travel	104600	525100	56003	\$1,500	
Advertising/Promotion	104600	525600	56003	\$10,500	

Explanation:

Trillium Health Resources grant for Strategic Prevention Framework for Prescription Drugs Project.
Grant period: 07/01/18 - 04/30/19.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

(sign in red)

Finance only:

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

Contract #	0085T-000-FY19
Cost Center #	5000
Line Item #	0690-03
Obligated	\$18,000.00

**PROCUREMENT CONTRACT FOR PROVISION OF SERVICES
BETWEEN
TRILLIUM HEALTH RESOURCES
AND
DARE COUNTY DEPARTMENT OF HEALTH AND HUMAN
SERVICES THROUGH THE COUNTY OF DARE
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.medicare.gov/Federal-Policy-Guidance/downloads/SHO-13-007.pdf>)
- d. Closed Provider Network shall, mean the group Contractors that have contracted with the LME/PIHP to furnish covered mental health, intellectual or developmental disabilities and substance abuse services to Enrollees.
- e. "Contract" means this Procurement Contract for the Provision of Services between LME/PIHP and Contractor, including any and all Appendices and attachments.
- f. "Contractor" means **Dare County Department of Health and Human 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.
- g. Controlling Authority means as defined in this Contract.
- h. "Department" means the North Carolina Department of Health and Human Services (DHHS) and includes the Divisions of Medical Assistance (DMA) and Mental Health, Developmental Disabilities and Substance Abuse Services (DMH/DD/SAS).
- i. "Emergency services" With respect to an emergency service, covered inpatient and outpatient services that:
 1. are furnished by a provider that is qualified to furnish such services; and
 2. are needed to evaluate or stabilize an emergency medical condition.

Contract #	0085T-000-FY19
Cost Center #	5000
Line Item #	0690-03
Obligated	\$18,000.00

- j. "Enrollee" refers to (i) 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 (ii) for non-Medicaid reimbursable services, a State Funded Consumer.
- k. 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 Enrollees within the LME/PIHP's defined catchment area. For purposes of this Contract, unless otherwise specified, Trillium Health Resources is the LME/PIHP.
- l. "Medical Record" means a single complete record, maintained by the Provider of services, which documents all of the treatment plans developed for, and behavioral health services received by, an Enrollee.
- m. "Network Provider" shall mean as defined in 42 CFR 438.2.
- n. "Notice" means a written communication between the parties delivered by trackable mail, electronic means, facsimile, or by hand.
- o. "Party" refers only to the contractor as defined in this agreement or the LME/PIHP who are the two signatories to this contract.
- p. "Post stabilization services" or "Post stabilization care services" mean as defined in 42 CFR §422.113 and §438.114.
- q. Prepaid Inpatient Health Plan (PIHP): An entity that: (1) provides medical services to Enrollees 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 Enrollees; and (3) does not have a comprehensive risk contract.
- r. "Provider Operations Manual" (also Provider Manual) refers to the manual developed by LME/PIHP pursuant to its contracts with the Department and posted on the LME/PIHP website for use and reference by Contractor.
- s. "State-Funded Consumer" refers to an
- t. 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).
- u. "Unmanaged Visits" refers to visits not requiring prior authorization.

2. BASIC RELATIONSHIP:

Contractor enters into this Contract with LME/PIHP for the purpose of providing medically necessary MH/DD/SA services to the LME/PIHP's Enrollee(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

Contract #	0085T-000-FY19
Cost Center #	5000
Line Item #	0690-03
Obligated	\$18,000.00

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 Enrollee(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 Enrollee'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 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 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.

Contract #	0085T-000-FY19
Cost Center #	5000
Line Item #	0690-03
Obligated	\$18,000.00

- 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. 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).

5. TERM:

The term of this Contract shall have an effective date of 1st day of July, 2018, and shall remain in effect until June 30, 2019, 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 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,

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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:

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 roxana.ballinger@darenc.com	Trillium Health Resources LME/PIHP Attn: Anne Cary, Contract Administrator 201 West First Street Greenville, NC 27858-1132 252-215-6887 (FAX) Anne.Cary@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 the Closed Network. Contractor further understands, acknowledges and agrees that LME/PIHP is not required to issue an 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 Enrollees 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

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- 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 Enrollee 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 Enrollee;
 - 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); or
 - xii. 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.

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, 4, 5, and 9, Article III, 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 Enrollees within ninety (90) days of the date of termination.

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- d. The parties shall settle their respective debts and claims within the timeframes established within Article II, 5, Article III, 7, 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 an Enrollee 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 an Enrollee with a mental illness or substance abuse disorder who may be in need of continuing care as determined by the LME/PIHP. A transition plan shall be developed for each enrollee 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. Both parties shall ensure that any subcontractors performing any of the obligations of this Contract shall meet all requirements of the Contract. When a subcontractor meets the URAC definition 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 DMA pursuant to 42 C.F.R. §455.104 and 106 and are required by the

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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 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:
 1. For any services provided by Contractor during any period of revocation or suspension of required licensure or accreditation of the Contractor's facility;
 2. 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 Enrollee(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 Enrollees 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 Enrollee's treatment/habilitation plan or on an emergency basis in accordance

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with 10A NCAC 27E, 10A NCAC 13B, or as otherwise authorized in applicable Controlling Authority.

- 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 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 enrollees 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 Enrollees 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 Enrollee'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 Enrollees, records of staff who delivered or supervised the delivery of paid services to Enrollees demonstrating compliance with Controlling Authority, Enrollees' clinical records, and any other clinical or financial

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items related to the claims paid on behalf of Enrollees 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 Enrollees 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 Enrollee(s) is at risk, or the LME/PIHP is participating in a joint investigation with the Department, its Divisions, its 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.

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

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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 Enrollee 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, Enrollees 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 Enrollees 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 Enrollees 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:

- a. 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 DMA 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 DMA, 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.

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- b. 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 thirty (30) days' notice to the Contractor of the intent to recoup funds. Such notice of adverse action shall identify the Enrollee(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.
- c. 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 thirty (30) days' 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 Enrollee(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.
- d. 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
- e. Contractor understands and agrees that self-audits are encouraged by the LME/PIHP.

6. FEDERALLY REQUIRED CERTIFICATIONS:

The Contractor shall execute and comply with the attached federally required certifications, 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.

7. COMPLAINTS AND GRIEVANCES:

- a. The Contractor shall address all clinical concerns of the Enrollee as related to the clinical services provided to the Enrollee pursuant to this Contract. Contractor shall refer any unresolved Enrollee 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 Enrollee complaints and grievances. The process shall be accessible to all Enrollees and conducted in a fair and impartial fashion.
- b. The LME/PIHP may receive complaints directly from internal staff, Enrollees, 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

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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:

- a. Contractor shall coordinate the discharge of Enrollees with LME/PIHP to ensure that appropriate services have been arranged following discharge and to link Enrollees with other providers or community assistance. Contractor shall also allow appropriately credentialed LME/PIHP staff direct access to any Enrollee, if requested by Enrollee, determined to be clinically appropriate by the Enrollee's treating physician, and requested in advance by the LME/PIHP. Contractor shall endeavor to provide at least twenty-four (24) hours prior notice to the LME/PIHP of the intended date and time of any discharge of an Enrollee.
- b. The LME/PIHP understands the importance of Enrollee-Contractor matching and that problems or incompatibilities arise in the therapeutic relationship. Nevertheless, Contractor shall with the consent of the Enrollee, collaborate with Enrollee, Enrollee'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 Enrollee to another provider.
- c. When Contractor is accepting referrals, Contractor shall provide services to Enrollees (1) within two (2) hours of an emergency or immediately for a life threatening emergency; (2) within forty-eight hours when the service need is urgent and (3) within fourteen (14) days when service need is routine.
- d. Contractor shall meet the following access standards related to office waiting times:
 - i. For scheduled appointments, Enrollees shall be seen within sixty (60) minutes after the appointed meeting time;
 - ii. For walk-in appointments, Enrollees 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, Enrollees 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 FBC/Detox services/code below
 - H0010
 - H2036
 - S9484

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- S9484: HA
- YP485 for State
 - i. Contractor shall ensure that an enrollee receiving such services will also receive appropriate follow-up services within 7 calendar days
 - ii. In the event Contractor does not meet this standard by at least 50% of your enrollees Trillium 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, or other products, with the exception of any and all proprietary business papers and documents, developed in connection with the performance of the Contract, shall be in the public domain and shall not be copyrighted or marketed for profit by the Contractor/ the LME/PIHP, any individual, or other entity; provided, however, that medical records, business records, and any other records related to the provision of care to and billing of patients 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 an Enrollee's protected health information (PHI) for the purposes of treatment, payment, or health care operations without the Enrollee's consent

11. HOURS OF OPERATION:

The Contractor shall offer for state-funded consumers, at a minimum, hours of operation that are no less than the hours of operation offered to Medicaid recipients.

12. ADVOCACY FOR ENROLLEES:

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

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13. RESTRICTIONS ON THE EXPENDITURE OF SUBSTANCE ABUSE PREVENTION AND TREATMENT BLOCK GRANT (SAPTBG) FUNDS, COMMUNITY MENTAL HEALTH SERVICES BLOCK GRANT (CMHSBG) 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. SATBG 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.
- k. Federal funds shall not be utilized for law enforcement activities;

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- l. No part of any federal funding shall be used for publicity or propoganda 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:
 - 1. to support emergency shelters or construction of housing facilities;
 - 2. for inpatient psychiatric treatment costs or inpatient substance abuse treatment costs; or
 - 3. 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 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 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

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disabilities and/or substance abuse services Contractors 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:

- a. 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;
- b. collection of outcome data for special populations such as consumers 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
- c. participation in surveys of provider staff and consumers 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 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 DMA’s request, LME/PIHP shall submit copies of these certificates to DMA.

ARTICLE III:
RIGHTS AND OBLIGATIONS OF THE LME/PIHP

1. REIMBURSEMENT:

- a. The LME/PIHP shall reimburse Contractor for services to Enrollees 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.

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

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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 Enrollees, 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 Enrollee 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 Enrollees 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 Enrollees.
- g. Provide data about individual Enrollees for research and study to the Contractor based on the parameters set by the LME/PIHP.

6. CARE MANAGEMENT/ COORDINATION OF CARE:

- a. The LME/PIHP shall ensure the coordination of care with each Enrollee's primary care provider and any behavioral health provider enrolled to provide care for each Enrollee. LME/PIHP shall coordinate the discharge of Enrollees with Contractor to ensure that appropriate services have been arranged following discharge and to link Enrollee with other providers or community assistance.
- b. The LME/PIHP shall provide coordination of care to high risk Enrollees discharged from twenty-four hour care as set forth in LME/PIHP's contracts with the Department.
- c. If an Enrollee requires medically necessary MH/DD/SA services, the LME/PIHP shall arrange for Medicaid-reimbursable services for the Enrollee 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 DMA Clinical Coverage Policies.

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- 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 Enrollee 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 Enrollee'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 an Enrollee'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 Enrollee 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 Enrollee's interest.
- d. For those services requiring prior authorization, the LME/PIHP shall permit retroactive authorization of such services in instances where the Enrollee has been retroactively enrolled in the Medicaid program or in the LME/PIHP program, or where the Enrollee has primary insurance which has not yet paid or denied its claim. Retroactive authorizations include requests for deceased Enrollees. The request for authorization must be submitted within ninety (90) days of primary denial or notice of enrollment.
- e. Upon the denial of a requested authorization, the LME/PIHP shall inform Enrollee'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 Enrollee's presently authorized services.

ARTICLE IV:
BILLING AND REIMBURSEMENT

1. It is the Contractor's responsibility to verify the Enrollee'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.

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2. The LME/PIHP may unilaterally revise reimbursement rates under this Contract with 30 days' notice.
3. 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.
4. 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.
5. Contractor further understands that, regarding Medicaid services, there are circumstances that may cause an Enrollee to be disenrolled from or by the LME/PIHP. If the disenrollment arises from Enrollee's loss of Medicaid eligibility, the LME/PIHP shall be responsible for claims for the Enrollee up to and including the Enrollee's last day of eligibility. If the disenrollment arises from a change in the Enrollee's Medicaid county of residence, LME/PIHP shall be responsible for claims for Enrollee up to the effective date of date of the change in Medicaid county of residence. In any instance of Enrollee's disenrollment, preexisting authorizations will remain valid for any services actually rendered prior to the date of disenrollment.
6. Contractor shall bill LME/PIHP for all MH/DD/SA services as listed in Attachment A-NON-UCR only.
7. 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.
8. **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

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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 Enrollee has been retroactively enrolled in the Medicaid program or in the LME/PIHP program, or where the Enrollee 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 Enrollee'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 Enrollee, 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 Enrollee, the specific 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."

9. 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.
- b. Within eighteen (18) days after the LME/PIHP receives a claim from Contractor, the LME/PIHP shall either: (1) approve payment of the claim, (2) deny payment of the claim, or (3) request additional information that is required for making an approval or denial.
 - 1) If the LME/PIHP denies payment of a claim the LME/PIHP shall provide Contractor the ability to electronically access the specific denial reason.
 - 2) "Claims Status" of a claim shall be available within five to seven (5-7) days of the LME/PIHP receiving the claim.
 - 3) 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

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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.

- 4) 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.
- 5) 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.
- c. The LME/PIHP will not reimburse Contractor for services provided by staff not meeting licensure, certification, credentialing, or accreditation requirements.
- d. Contractor understands and agrees that reimbursement rates paid under this Contract are established by the LME/PIHP.

10. 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 an Enrollee receives services Contractor shall determine if the Enrollee 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.
 - 1) 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 enrollees.
 - 2) 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.
 - 3) 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.
 - 4) If Contractor or Enrollee 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.
 - 5) 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.

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11. 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 thirty (30) days' notice to the Contractor of the intent to pay the claims or portions of claims. Such notice of action shall identify the Enrollee(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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REQUIRED APPENDICES/ATTACHMENTS:

- ___ 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 Requirements
- ___ Appendix F Mixed Services Payment Protocol
- ___ Appendix G Provider Addendum
- ___ Appendix H Business Associate Agreement

- ___ Attachment A Non-UCR
- ___ Attachment B Non-UCR Scope of Work
- ___ Attachment C Non-UCR Budget

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**Signature Page Between:
TRILLIUM HEALTH RESOURCES**

and


COUNTY OF DARE

IN WITNESS WHEREOF:


IN WITNESS WHEREOF, each party has caused this agreement to be executed in multiple copies, each of which shall be deemed an original, as the act of said party. Each individual signing below certifies that he or she has been granted the authority to bind Contractor to the terms of this Contract and any Addendums or Attachments thereto.

The Contractor hereby certifies that (1) it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. 143-6A-4 and (2) in the performance of its obligations herein, it shall not subcontract with an entity that is identified on the Final Divestment List

Dare County Department of Health and Human Services through the County of Dare


 _____ 10/12/18
 Sheila Davies, Director DATE

TRILLIUM HEALTH RESOURCES


 _____ 10/23/18
 Leza Walwright, Chief Executive Officer DATE

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


 _____ 10/23/18
 Wanda Murphy, Finance Officer DATE

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IN WITNESS WHEREOF, each party has caused this agreement to be executed in multiple copies, each of which shall be deemed an original, as the act of said party. Each individual signing below certifies that he or she has been granted the authority to bind Contractor to the terms of this Contract and any Addendums or Attachments thereto.

The Contractor hereby certifies that (1) it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. 143-6A-4 and (2) in the performance of its obligations herein, it shall not subcontract with an entity that is identified on the Final Divestment List

Dare County Department of Health and Human Services through the County of Dare

Sheila Davies, Director

DATE

TRILLIUM HEALTH RESOURCES

Leza Wainwright

Leza Wainwright, Chief Executive Officer

10/23/18

DATE

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

Wanda Murphy

Wanda Murphy, Finance Officer

10/23/18

DATE

Contract #	0085T-000-FY19
Cost Center #	5000
Line Item #	0690-03
Obligated	\$18,000.00

ATTACHMENT A

Dare County Department of Health and Human Services (DCDHHS) through the County of Dare will provide the Strategic Prevention Framework for Prescription Drugs (SPF-Rx) Project in Dare County.

DCDHHS through the County of Dare will be reimbursed a maximum of \$18,000.00 in Non-UCR (Non-Unit Cost Reimbursement) Federal funds (CFDA # 93.243) to implement the SPF-Rx Project in Dare County.

The funds are to be used for the following and as is outlined in Attachment A [the Scope of Work (SOW)] and Attachment B (the Budget):

- a. To raise community awareness about the dangers of sharing medications, proper storage and disposal of expired medications through lock boxes, disposal kits, promotional items, advertisements, billboards, community events, and other related materials to support this effort.
- b. To attend 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 which includes registration, travel, lodging, and per diem.
- c. Work with local community partners, law enforcement, LME-MCO's, schools or institutions, and medical professionals to address prescription drug misuse and abuse through hosting meetings, events, and trainings.
- d. Bring in speakers for community events and trainings.
- e. Participate in technical assistance and attend trainings related to the SPF-Rx grant.
- f. Printing, supplies, and other materials to support the project.

REPORTING REQUIREMENTS

DCDHHS through the County of Dare will complete a monthly report on the SPF-Rx Project and submit to the following:

1. Trillium Health Resources Contract Reporting at Contract.Reporting@trilliumnc.org
2. To any such other email address as may be specified by Trillium Health Resources.

The report is due by the close of the business day on the 15th of every month. If the 15th falls on a weekend or a state-recognized holiday, the report is due by the close of business on the preceding business day.

Contract #	0085T-000-FY19
Cost Center #	5000
Line Item #	0690-03
Obligated	\$18,000.00

When submitting the report(s) DCDHHS through the County of Dare 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, you should use SPF-Rx Project in Dare County – Non-UCR Contract #0085T-000-FY19 in the subject line of the email.

INVOICES:

Trillium Health Resources will reimburse DCDHHS through the County of Dare for services based on the submission of an invoice for services rendered and /or actual expenditures. **Federal funds must be spent by DCDHHS through the County of Dare prior to submission of an invoice and in no circumstances can Federal funds be advanced.**

Monthly pre-audited and signed invoices for services should be sent to Trillium Health Resources at Accounts Payable (AccountsPayable@trilliumnc.org) 144 Community College Road, Ahoskie, NC 27910, within 10 days after the last day of the month services are rendered.

1. 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 DCDHHS through the County of Dare.
2. 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. Copies of paid invoices for all major expenditures and equipment purchases must be submitted, including those for professional fees, i.e. consultants, legal and accounting fees, contracted services, and insurance.
3. Payroll, payroll tax, and benefit information charged to the grant must be submitted with each monthly invoice.
4. Mileage logs with copies of checks, and all receipts charged to the grant must be submitted with each monthly invoice.
5. A copy of any lease entered into and a copy of all contracts with professionals and outside services should be submitted with the first monthly invoice.
6. **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. The reports should be attached to monthly invoices.**
7. Payments shall be made within 30 days after receipt of an approved invoice.

RECEIVED OCT 15 2018

Contract #	0085T-000-FY19
Cost Center #	5000
Line Item #	0690-03
Obligated	\$18,000.00

8. Billing/documentation that is received after sixty (60) days from the deadline will not be processed for payment to DCDHHS through the County of Dare.
9. A final accounting of expenditures will not be required, as expenditure documentation and revenue data should be submitted with each invoice.

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>

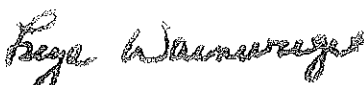
DCDHHS through the County of Dare agrees to acknowledge Trillium Health Resources as the funding source in any brochures, advertising, trainings, or other information distributed to the public. DCDHHS through the County of Dare should not use the Trillium Health Resources name on any literature without obtaining prior written approval from Trillium Health Resources.

Dare County Department of Health and Human Services through the County of Dare




 Sheila Davies, Director 10/12/18
DATE

TRILLIUM HEALTH RESOURCES



 Leza Waitwright, Chief Executive Officer 10/23/18
DATE

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



 Wanda Murphy, Finance Officer 10/23/18
DATE

Contract #	0085T-000-FY19
Cost Center #	5000
Line Item #	0690-03
Obligated	\$18,000.00

ATTACHMENT B

Dare County Department of Health & Human Services

SPF-Rx

Statement of Work

Sept 10 2018

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


To raise community awareness about the dangers of sharing medications, proper storage and disposal of expired medications through disposal kits, lock boxes, promotional items, billboards, advertisements, community events and other related materials to support this effort.

- To attend 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 which includes registration, travel, lodging, and per diem.
- To work with local community partners, law enforcement, LME-MCO's, schools or institutions, and medical professionals to address prescription drug misuse and abuse through hosting meetings, events, and trainings.
- To bring in speakers for community events and trainings.
- Participate in trainings and technical assistance related to the SPF-Rx grant.

Contract # 0085T-000-FY19
Cost Center # 5000
Line Item # 0690-03
Obligated \$18,000.00

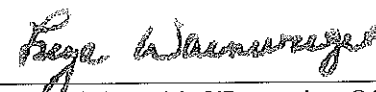
SIGNATURE PAGE FOR ATTACHMENT B

Dare County Department of Health and Human Services through the County of Dare




Sheila Davies, Director 10/12/18
DATE

TRILLIUM HEALTH RESOURCES



Leza Wainwright, Chief Executive Officer 10/23/18
DATE

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



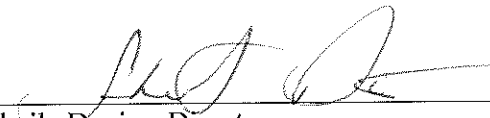
Wanda Murphy, Finance Officer 10/23/18
DATE

Contract # 0085T-000-FY19
 Cost Center # 5000
 Line Item # 0690-03
 Obligated \$18,000.00

ATTACHMENT C

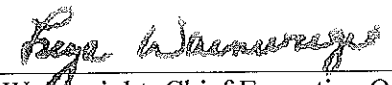
DCDHHS, Public Health Division	
Saving Lives Task Force	
SPF-Rx Project in Dare County Budget	
SFY 2019	
Expenses	Total
Lock Your Meds Commercial/Theater Ad/Billboard	\$ 10,500
Host 1 Provider Educational Event	1,000
2 Required staff Trainings/Conferences	1,500
Task Force Website development	5,000
TOTAL	\$ 18,000

Dare County Department of Health and Human Services through the County of Dare



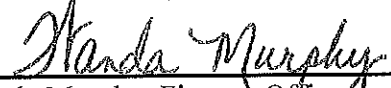
 Sheila Davies, Director 10/12/18
DATE

TRILLIUM HEALTH RESOURCES



 Leza Wainwright, Chief Executive Officer 10/23/18
DATE

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



 Wanda Murphy, Finance Officer 10/23/18
DATE



APPENDIX A
FEDERAL ASSURANCES
CERTIFICATION REGARDING ENVIRONMENTAL
TOBACCO SMOKE

Certification for Contracts, Grants, Loans and Cooperative Agreements

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 Provider certifies that it will comply with the requirements of the Act. The Provider 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.

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

[Signature]
SIGNATURE/TITLE

10/12/18
DATE

[Signature]
WITNESS

10/12/18
DATE



APPENDIX B
FEDERAL ASSURANCES
CERTIFICATION REGARDING
LOBBYING

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.

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

[Signature]
 SIGNATURE/TITLE
 Director
 10/12/18
 DATE

[Signature]
 WITNESS
 10/12/18
 DATE



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

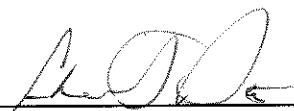
We certify our Agency will comply with the Drug Free Workplace Act of 1988 as follows:

- 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 not 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

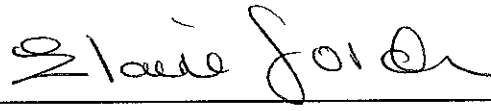


- Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - 5. Notify the contracting officer within ten (10) days after receiving notice under Subdivision B-4 of this provision, from an employee or otherwise receiving actual notice of such conviction; and
 - 6. Within 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).

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

 / Director
 SIGNATURE/TITLE

10/12/18
 DATE


 WITNESS

10/12/18
 DATE



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

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. 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.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this 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.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.



- 8. Nothing contained in the foregoing shall be construed to required establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.
 - (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.

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

[Handwritten Signature]
 SIGNATURE/TITLE
10/12/18
 DATE

[Handwritten Signature]
 WITNESS
10/12/18
 DATE



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

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

EFFECTIVE: July 1, 2018

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 consumers 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 provider staff and consumers 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
			Data Manager	reports@trilliumnc.org



APPENDIX F
MIXED SERVICES PAYMENT PROTOCOL

SERVICES	CLAIM PROCESSING AND/OR FINANCIAL LIABILITY
Inpatient Charges for Psychiatric and Substance Abuse Diagnostic Related Groupings (DRGs)	PIHP
OUTPATIENT X-RAY AND LAB WORK	DMA fee-for-service Medicaid, except when provided during emergency room visits where the Revenue Code is one of the following (450-459, 900-919), and the primary ICD-10 diagnosis code is one contained in *See below
Prescribed by a PIHP Network Provider on an Inpatient basis such as VDRL, SMA, CBC, UA (urinalysis), Cortisol, x-rays for admission physicals, therapeutic drug levels.	DMA fee-for-service Medicaid, except when provided during emergency room visits where the Revenue Code is one of the following (450-459, 900-919), and the primary diagnosis code is one contained in *See below
Prescribed by PIHP Network Provider on an outpatient basis such as therapeutic drug levels.	DMA fee-for-service Medicaid except when provided during emergency room visits where the Revenue Code is one of the following (450-459, 900-919), and the primary diagnosis code is one contained in *See below
Ordered for evaluation of medical problems or to establish organic pathology, cat scans thyroid studies, EKG etc. or any tests ordered prior to having a patient medically cleared.	DMA fee-for-service Medicaid, except for emergency room visits where the primary ICD-10 diagnosis code is one specified in *See below
Other tests ordered by non- PIHP physician	DMA fee-for-service Medicaid, except for emergency room visits where the primary ICD-10 diagnosis code is one specified in *See below



SERVICES	CLAIM PROCESSING AND/OR FINANCIAL LIABILITY
DRUGS	
Outpatient prescription drugs and take home drugs.	DMA fee-for-service Medicaid
AMBULANCE	
Transport to the hospital when the primary diagnosis is behavioral care	DMA fee-for-service Medicaid
Transport to a hospital prior to a medical emergency when the primary diagnosis is medical	DMA fee-for-service Medicaid
Transfers authorized by PIHP from non-network facility to a network facility	PIHP
CONSULTS	
Mental Health or Alcohol/Substance Abuse on Medical Surgical Unit	PIHP
Mental Health or Alcohol/Substance Abuse in a Nursing Home or Assisted Living Facility	PIHP
Medical/Surgical on Mental Health/Substance Abuse Unit	DMA fee-for-service Medicaid
EMERGENCY ROOM CHARGES – PROFESSIONAL SERVICES	
Emergency Mental Health, Alcohol/Substance Abuse services provided by MH/SA practitioners	PIHP
Emergency room services where the primary diagnosis on the claim is in the following range: Revenue Codes 450-459, 900-919 and the ICD-10 codes contained in Attachment CC	PIHP
Emergency room services where the primary diagnosis on the claim is NOT in the following range: 290-319	DMA fee-for-service Medicaid
EMERGENCY ROOM FACILITY CHARGE	
Emergency room services where the primary diagnosis on the claim is in the following range: Revenue Codes 450-459, 900-919 and the ICD-10 codes contained in Attachment CC	PIHP



SERVICES	CLAIM PROCESSING AND/OR FINANCIAL LIABILITY
Emergency room services where the primary diagnosis on the claim is NOT in the following range: 290-319	DMA fee-for-service Medicaid
MEDICAL/NEUROLOGICAL/ORGANIC ISSUES	
Stabilization of self-induced trauma poisoning.	DMA fee-for-service Medicaid, except for emergency room visits where the primary ICD-10 diagnosis code is one specified in *See below
Treatment of disorders which are primarily neurologically/organically based, including delirium, dementia, amnesic and other cognitive disorders.	DMA fee-for-service Medicaid, except for emergency room visits where the primary ICD-10 diagnosis code is one specified in *See below
MISCELLANEOUS	
Pre-Authorized, Mental Health, Alcohol/Substance Abuse admission, History and Physical	PIHP
Adjunctive alcohol/substance abuse therapies when specifically ordered by a network or PIHP authorized physician	PIHP
ALCOHOL WITHDRAWAL SYNDROME AND DELIRIUM TREMENS	
Alcohol withdrawal syndrome. Ordinary Pharmacologic syndrome characterized by Elevated vital signs, agitation, perspiration, Anxiety and tremor that is associated with the abrupt cessation of alcohol or other Addictive substances. Detoxification services authorized by PIHP. Not included: fetal alcohol Syndrome or other symptoms exhibited by newborns whose mothers abused drugs except when services are provided in the emergency room and the primary diagnosis is in the range specified in Attachment CC.	PIHP

*To view ICD-10 codes please click or visit

<http://www.trilliumhealthresources.org/contentassets/013d2443bb19499aa7a278e86ae26414/trillium/nctracks-approved-icd-10-codes-managed-care.pdf>



**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**

APPENDIX G

1. 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 DMA 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.



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

This Agreement is made effective the 1st day of July 2018, 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:

- 1) would not violate the Privacy Rule if done by Covered Entity; or
 - 2) 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:
- 1) the disclosures are Required By Law; or
 - 2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract 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:
- 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
 - 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.



c. Effect of Termination.

- 1) 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.
- 2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. GENERAL TERMS AND CONDITIONS

- a. This Agreement amends and is part of the Contract.
- 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.

Sheila Davies
PRINT NAME

[Signature]
SIGNATURE

10/12/18
DATE



*Dare County Department of Health and Human Services
Public Health Division - Dissolve HHS Admin*

Description

Request to dissolve the Health and Human Services Administration account and transfer budget to the appropriate Health budget and Social Service budget. Approve allocation of three positions to be split between Health and Social Services: position 200483 - 60% to Health & 40% to Social Services and positions 200370 & 200448 - 47% to Health & 53% to Social Services.

Board Action Requested

Approve Budget Amendment

Item Presenter

N/A

DARE COUNTY

BUDGET AMENDMENT

F/Y 2018-2019

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
Department:					
Health & Human Services					
<u>Expenditures:</u>					
Salary-Health Admin	104600	500200	41100	\$94,270	
FICA-Health Admin	104600	500300	41100	\$6,719	
Retirement-Health Admin	104600	500400	41100	\$7,372	
Health Ins-Health Admin	104600	500500	41100	\$16,589	
Retiree Health-Health Admin	104600	500700	41100	\$227	
Ret Health-Pre65-Clearing	104600	500705	41100	\$4,736	
Salary-DSS Admin	104610	500200		\$142,811	
Salalries-PT-DSS Admin	104610	500201		\$2,575	
Salaries-Boards-DSS Admin	104610	500202		\$4,400	
FICA-DSS Admin	104610	500300		\$11,228	
Retirement-DSS Admin	104610	500400		\$11,168	
Health Ins-DSS Admin	104610	500500		\$41,325	
Life Ins-DSS Admin	104610	500501		\$279	
Retiree Health-DSS Admin	104610	500700		\$360	
Ret Health-Pre65-DSS Admin	104610	500705		\$5,340	
Salary-DSS Admin	104610	500200		\$4,096	
Board Members-DSS Admin	104610	500906		\$2,560	
Insurance/Bonds -DSS Admin	104610	525400		\$1,526	
Children & Youth Partnership-Fam Svcs	104611	560001		\$96,750	
Salary-HHS Admin	104620	500200			\$237,081
Salalries-PT-HHS Admin	104620	500201			\$2,575
Salaries-Boards-HHS Admin	104620	500202			\$4,400
FICA-HHS Admin	104620	500300			\$17,947
Retirement-HHS Admin	104620	500400			\$18,541
Health Ins-HHS Admin	104620	500500			\$57,915
Life Ins-HHS Admin	104620	500501			\$279
Retiree Health-HHS Admin	104620	500700			\$587
Ret Health-Pre65-HHS Admin	104620	500705			\$10,076
Longevity-HHS Admin	104620	500900			\$4,096
Board Members-HHS Admin	104620	500906			\$2,560
Insurance/Bonds-HHS Admin	104620	525400			\$1,526
Children & Youth Partnership-HHS	104620	560001			\$96,750

Explanation:

Dissolve the HHS Admin 104620 and transfer budget to appropriate Health 104600 & DSS 104610/11 Admin programs. Allocate 60% of salary/benefits to 104600 and 40% to 104610 for position 200783 and allocate 47% of salary/benefits to 104600 and 53% to 104610 for positons 200448 & 200370.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

(sign in red)

Finance only:

Date entered: 11/13/2018 9:44 AM Entered by: [Name] Reference number: [Number]



*DCHHS
Public Health Division
Human Services-Public Health Division-Office of Rural Health Grant*

Description

The Public Health Division has received a grant from the NC Department of Health & Human Services, Office of Rural Health to provide financial support for participation in the Social Determinants of Health screening tool pilot. The goal of this pilot is to provide access to underserved populations by testing innovative approaches to improving health. Funding will be used for staff training and travel costs.
No effect on county funding

Board Action Requested

Approve Budget Amendment

Item Presenter

N/A

DARE COUNTY

BUDGET AMENDMENT

F/Y 2018-2019

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
Department:					
Human Services-Public Health					
<u>Revenues:</u>					
Ofc of Rural Heath-Social Det of Health	103052	464723	41200	\$1,000	
<u>Expenditures:</u>					
Operating-Adult Health	104600	513400	41200	\$500	
Travel-Adult Health	104600	525600	41200	\$500	

Explanation:

Received funding from DHHS, Office of Rural Health for the Social Detrerminants of Health pilot project. Funds will be used for staff training and travel costs. Funding period is 10/15/18 - 03/31/19.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

(sign in red)

Finance only:

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

GENERAL CONTRACT COVER

This contract is hereby entered into by and between the North Carolina Department of Health and Human Services, Central Management and Support - Office of Rural Health (the "Division") and County of Dare, Dare County Department of Health and Human Services (the "Contractor") (referred to collectively as the "Parties").

1. Contract Documents:

This contract consists of the following documents, which are incorporated herein by reference:

- (a) This contract cover
- (b) The General Terms and Conditions
- (c) Scope of Work
- (d) Performance Measures Chart
- (e) The Line Item Budget
- (f) State Certification

Incorporated By Reference

The following documents are reference materials and are available by going to the following website, [Open Window](#)

(http://dhhsopenwindow.nc.gov/index.aspx?pid=doc_ReferenceDocuments).

- (a) Travel: Policies Governing Travel Related Expenses for Contractors
- (b) General Statutes G.S.143C6 NonState Entities Receiving State Funds
- (c) Subchapter 03M Uniform Administration of State Grants

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

2. Precedence Among Contract Documents:

In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in the contract document section, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple contract amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

3. Effective Period:

This contract shall be effective on 10/15/2018 and shall terminate on 3/31/2019, with the option to extend, if mutually agreed upon, through a written amendment as provided for in the General Terms and Conditions.

4. Contractor's Duties:

The Contractor shall provide the services as described in the scope of work and in accordance with the approved budget.

5. Division's Duties:

The Division shall pay the Contractor in the manner and in the amounts specified in the contract documents. The total amount paid by the Division to the Contractor under this contract shall not exceed \$1,000. This amount consists of \$0 in State funds, \$0 in Local funds, \$1,000 in Other funds and \$0 in Federal funds.

The total contract amount is \$1,000.

6. Conflict of Interest Policy:

The division has determined that this contract is not subject to N.C.G.S. 143C-6-22 & 23.

7. Reversion of Unexpended Funds:

Any unexpended grant funds shall revert to the Division upon termination of this contract.

8. Grants:

The Contractor/Grantee has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Contractor/Grantee to comply with the standards set forth in this contract.

9. Reporting Requirements:

The Division has determined that this is a contract for financial assistance with a Public Entity. Local governmental agencies are subject to N.C.G.S. § 159-34, annual independent audit, rules and regulations, OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and N.C.G.S. § 143C-6-22, use of state funds by non state entities. If subgranting is allowable, a nongovernmental subgrantee is subject to the reporting requirements described on the Notice of Certain Reporting and Audit Requirements. Regulations and Reporting Requirements of N.C. General Statute 143C-6.23 can be found at ncgrants.gov.

10. Payment Provisions:

Payment shall be made in accordance with the contract documents as described in the scope of work.

11. Contract Administrators:

All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's contract administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial contract administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its contract administrator by giving timely written notice to the other Party.

For the Division:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Ginny Ingram Central Management and Support - Office of Rural Health 2009 Mail Service Center Raleigh, NC 27699 Telephone : (919)-527-6440 Fax: ()-- Email: ginny.ingram@dhhs.nc.gov	Ginny Ingram Central Management and Support - Office of Rural Health 311 Ashe Avenue Raleigh, NC 27699

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Debbie Dutton, Clinical and Community Services Nursing Director Dare County Department of Health and Human Services PO Box 669 Manteo, NC 27954 Telephone: (252)-475-9366 Fax: ()-- Email: debbie.dutton@darenc.com	Debbie Dutton, Clinical and Community Services Nursing Director Dare County Department of Health and Human Services PO Box 669 Manteo, NC 27954

12. Supplementation of Expenditure of Public Funds:

The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.

13. Disbursements:

As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

- (a) Implement adequate internal controls over disbursements;
- (b) Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;
- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

14. Outsourcing to Other Countries:

The Contractor certifies that it has identified to the Division all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the Division.

15. Other Requirements:

Any changes to the budget must be requested in writing by the Contractor, and written approval granted by the Division. Changes that exceed 15% of any budgeted line item will require a formal contract amendment.

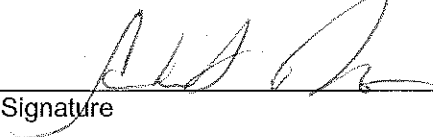
16. Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

Signatures follow on next page

In Witness Whereof, the Contractor and the Division have executed this contract in duplicate originals, with one original being retained by each party.

County of Dare, Dare County Department of Health and Human Services



Signature
Sheila F. Davies

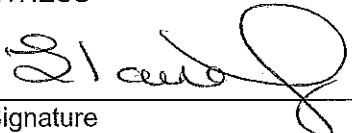
Printed Name

10-12-18

Date
Health Director

Title

WITNESS



Signature
Elaine Jordan


Printed Name

10-12-18

Date
Admin Asst.

Title

Central Management and Support - Office of Rural Health, North Carolina Department of Health and Human Services



Signature
Margaret L. Sauer

Printed Name

10/26/18

Date
Director

Title

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

Independent Contractor: The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Division.

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the Division. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The Division shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may: (a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor, or (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the State to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Division and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Division and Contractor that any such person or entity, other than the Division or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the Division, the State of North Carolina, and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Contractor in connection with the

performance of this contract to the extent permitted by law.

Default and Termination

Termination Without Cause: The Division may terminate this contract without cause by giving 30 days written notice to the Contractor.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the Division shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Division, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the Division for damages sustained by the Division by virtue of the Contractor's breach of this agreement, and the Division may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the Division from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the Division may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the Division of any default or breach in compliance with the terms of this contract by the Contractor shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the Department and the Contractor and attached to the contract.

Availability of Funds: The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Division.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations,

guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this contract are the exclusive property of the Division. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

Compliance with Applicable Laws

Compliance with Laws: The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the Division determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the Division may require to ensure compliance.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Division. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

Data Security: The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

Duty to Report: The Contractor shall report a suspected or confirmed security breach to the Division's Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

During the performance of this contract, the contractor is to notify the Division contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the Division or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Division. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than five years. Records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

Miscellaneous

Choice of Law: 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 Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Division and the Contractor. The Purchase and Contract Divisions of the NC Department of Administration and the NC Department of Health and Human Services shall give prior approval to any amendment to a contract awarded through those offices.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word

or phrase shall be read to include the plural and vice versa.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the Division. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the Division for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the Division for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

Sales/Use Tax Refunds: If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

Scope of Work Social Determinants of Health Screening Tool Pilot

A. Background

North Carolina is committed to optimizing health and well-being for all by effectively stewarding collective resources to unite communities and the health care system. Central to these efforts is a commitment to address unmet social needs or the social determinants of health (SDOH) — “the structural determinants and conditions in which people are born, grow, live, work and age.” These can include things like access to healthy food, safe housing, reliable transportation, employment supports, and interpersonal safety. Research shows that while access to high-quality health care is vital, up to 70 percent of health outcomes are tied to non-medical social determinants, and these social determinants contribute twice as much as health care to premature death.

In North Carolina, 15.9% of households are food insecure -- one of the highest percentages in the U.S. Eighty-one percent of North Carolina households receiving food assistance don't know where their next meal is coming from -- and 73% of households receiving food assistance have had to choose between paying for food or paying for health care or medicine. More than 1.2 million North Carolinians, in rural and urban communities alike, cannot find affordable housing. Stakeholder feedback from across the state has consistently cited food insecurity, housing instability, and transportation challenges as crucial barriers to health.

Addressing SDOH is key to the NC Department of Health and Human Services' (the Department) vision, given evidence linking these needs to health. The Department will standardize screening for unmet social needs (food, transportation, housing, and interpersonal safety) and will seek to leverage existing investments in addressing these needs, building upon efforts to map and codify resources to help identify gaps and opportunities. Many communities across North Carolina have demonstrated the potential and benefit of addressing essential needs like housing and food. Through focused investment, the Department will scale, strengthen and sustain existing innovative initiatives that aim to more closely link the healthcare and social services systems to deliver better health for individuals and families.

On July 1, 2018, the Division contacted a total of 30 current Community Health Grant contractors via a closed request for application (FRA) and invited these organizations to participate in a pilot to test a screening tool among their patients. The pilot will be conducted in two phases. Each phase will last approximately two weeks and will involve screening twenty patients. After each patient is screened, the patient and staff member will complete an assessment. After twenty patients are screened, the staff will complete a survey about the screening tool and the administration process. All assessments and surveys will be returned to the Department via mail, and results will be analyzed. Changes to the screening tool will be made based on assessment and survey responses, then Phase Two will begin. Phase Two will follow the same process as Phase One, with twenty patients screened over a two-week period. Final adjustments will be made after Phase Two, with the goal of having a vetted SDOH screening tool that can be used by all health care providers, as well as community-based organizations, to improve the quality of health for all North Carolinians, particularly those in rural and underserved parts of the state.

B. Purpose

This contract provides financial support to the Contractor for participation in the SDOH screening tool pilot. Through this award, the Contractor enables the Division to meet its mission of providing access to underserved populations by testing innovative approaches to improving health.

C. Performance Requirements

The Contractor shall:

1. Select up to two staff members to identify and administer the SDOH screening tool to 40 patients in two phases of the pilot.
2. Screen and administer the pilot assessment to 20 patients in each phase, with the goal of screening a random sample of diverse, representative patients.
3. Ensure the privacy of the conversation by meeting with each patient in a semi-private or private location within the clinic (e.g. cubicle, exam room, office, etc.).
4. Be prepared to provide information on resource needs in each of the four domains for patients who screen positive (e.g. information on local food pantries for patients who answer "yes" to either food security question).
5. At the end of each phase:
 - a. Complete one copy of the Overall Clinic Survey to share your overall experience with the pilot.
 - b. Package all 20 packets (Patient Assessments and Staff Assessments) together with the Clinic Survey and mail them back to DHHS.
 - c. Submit a description of your work flow – e.g. when the screens were given out, by whom, etc.

The Department shall:

1. Collect all data from each phase of the SDOH screening tool pilot.
2. Reconvene the Technical Advisory Group to determine if any changes need to be made to the screening questions ahead of statewide rollout. Make necessary changes to the screening questions from the first phase based on the Patient and Staff Assessment feedback.
3. Mail the next set of assessments to the Contractor ahead of the second phase.
4. Record all responses in a single database for review and analysis.

The Division shall:

1. Pay the Contractor an amount of \$1,000 upon notification by the Department that all required documents have been received from the Contractor.

D. Performance Standards

The Contractor shall maintain all relevant records as described in the General Terms and Conditions and in accordance with the approved budget and performance measures. The Contractor shall make such records available to the Division upon the Division's request.

E. Performance Monitoring/Quality Assurance Plan

1. The Division will monitor the contract per the following plan:
 - a. **Performance reporting:** The Contractor will submit reports to the Department in the manner described in Section C. The Department will review these reports to measure the Contractor's progress towards meeting the performance targets and objectives listed in the contract package. Failure to submit all required reports will result in lack of funding.
 - b. **On-site reviews and/or desk reviews:** The Division may conduct on-site reviews, interview Contractor staff regarding program goals and accomplishments, and review key documentation to ensure compliance with the contract terms

c. **Other periodic contact with Contractor, consulting and referring sites/providers:**
The Division will schedule meetings, teleconferences, and other periodic contact with all stakeholders as needed to facilitate participation, review progress, and discuss any questions that may arise

2. If the Division determines that the Contractor's contract performance is out of compliance, the Division will withhold payment.

F. Reimbursement

SDOH pilot screening tool grant funds may only be reimbursed upon completion and submission all assessments and reports collected from patients and Contractor staff over the course of the pilot (Phases One and Two). The Contractor must include all required documents as detailed in Section C when requesting reimbursement. A one-time payment of \$1,000 will be made within thirty (30) days of receipt of all required documents.

PERFORMANCE MEASURES CHART

The Department of Health and Human Services uses performance measures rubrics as a tool to determine the success of a project and how well services and products are being delivered. Together they enable the Department to gauge efficiency, determine progress toward desired results and assess whether the Department is on track with meeting its goals. The contractor shall adhere to all of the performance requirements/standards in the scope of work, including performance measures in the performance measures chart below.

Measure Type	Output	Reporting Frequency	Annual
Measure	Number of Staff Assessments Received		

Budget Year	1	Trend	Increase
Baseline Value	0		
Target Value	40		
Data Source	Assessment documents		
Collection Process and Calculation	Staff assessments collected by the Contractor and mailed to the Department. Department reviews and analyzes results.		
Collection Frequency	Assessment information will be collected in two phases.		

Measure Type	Output	Reporting Frequency	Annual
Measure	Number of Patient Assessments Received		

Budget Year	1	Trend	Increase
Baseline Value	0		
Target Value	40		
Data Source	Assessment documents		
Collection Process and Calculation	Patient assessments collected by the Contractor and mailed to the Department. Department reviews and analyzes results.		

Collection Frequency	Assessment information will be collected in two phases
-----------------------------	--------------------------------------------------------

Measure Type	Output	Reporting Frequency	Annual
Measure	Number of Clinic Surveys Received		

Budget Year	1	Trend	Increase
Baseline Value	0		
Target Value	2		
Data Source	Survey documents		
Collection Process and Calculation	Clinic surveys collected by the Contractor and mailed to the Department. Department reviews and analyzes results.		
Collection Frequency	Survey information collected in two phases		

LINE ITEM BUDGET

This begins the line item budget for year 1

Budget Detail - Year 1			
Category	Item	Narrative	Amount
Salary/Wages			\$0.00
Fringe Benefits			\$0.00
Other			\$0.00
Repair and Maintenance			\$0.00
Staff Development			\$0.00
Dues and Subscriptions			\$0.00
Operational Other	Service Payments	A stipend of \$1,000 will be paid to the Contractor upon receipt of all documents required from the SDOH screening tool pilot. Documents include 40 patient assessments, 40 staff assessments, and two (2) clinic surveys.	\$1,000.00
Subcontracts and Grants			\$0.00
Match			\$0.00

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Budget Detail - Year 1			
Category	Item	Narrative	Amount
Cost Per Service			\$0.00
Sub Total			\$1,000.00
Indirect Cost			\$0.00
Total Budget			\$1,000.00

Subcontracting and Grants Budget Detail - Year 1			
Category	Item	Narrative	Amount
			\$0.00
Sub Total			\$0.00

Salaries - Year 1								
Persons	Position or Title	Annual Salary	Hourly Rate	Months	Work %	Fringe Amount Total	Fringe Percent Total	Total
0		\$0.00	0.0000	0	0%	\$0.00	\$0.00	\$0.00

State Certifications

Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
G.S. 133-32: http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32
Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf
G.S. 105-164.8(b): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
G.S. 143-48.5: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html
G.S. 143-59.1: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
G.S. 143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
G.S. 143-133.3: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html
G.S. 143B-139.6C: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf

Certifications

- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
(2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov
(3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
(a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
(b) [check one of the following boxes]
[X] Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or
[] The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
(4) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
(5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
(6) The undersigned hereby certifies further that:
(a) He or she is a duly authorized representative of the Contractor named below;
(b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
(c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name: Dare County DHHS Public Health Division
Contractor's Authorized Agent: Signature [Signature] Date 10/26/17
Printed Name Sheila F Davies Title Public Health Director
Witness: Signature [Signature] Date 10/26/17
Printed Name Delrene L. Scoggott Title Public Health Finance Officer

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.



*DCHHS Public Health Division
Opioid Crisis Grant*

Description

The Dare County Public Health Division has been awarded a grant from the NC Department of Health & Human Services, Division of Public Health, Injury & Violence Prevention Branch for the Emergency Overdose: Local Mitigation to the Opioid Crisis grant. The goal of this grant is to implement strategies to prevent fatal and non-fatal opioid overdoses, increase access and linkages to care services for our most vulnerable populations, and build local capacity to respond to the opioid epidemic. Funds will be used to expand the scope of services for Dare county's Saving Lives Overdose Response team & the Syringe Exchange program with Source Church and also provide financial support for education, training, technological support, access to treatment/rehab for the outreach worker, law enforcement & recovery community partners.
No effect on county funding.

Board Action Requested

Approve Budget Amendment

Item Presenter

N/A

DARE COUNTY

BUDGET AMENDMENT

F/Y 2018-2019

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
Department:					
Human Services-Public Health					
<u>Revenues:</u>					
State/Federal-DHHS Opioid Crisis	103027	424203	56004	\$93,193	
<u>Expenditures:</u>					
Salary	104600	500200	56004	\$33,676	
FICA	104600	500300	56004	\$2,575	
Retirement	104600	500400	56004	\$2,633	
Health	104600	500500	56004	\$8,870	
Retiree Health	104600	500700	56004	\$59	
Contract Services	104600	510700	56004	\$13,500	
Telephone	104600	511100	56004	\$1,650	
Medical Supplies	104600	513303	56004	\$3,000	
Operating	104600	513400	56004	\$8,890	
Training	104600	525000	56004	\$3,340	
Travel	104600	525100	56004	\$7,000	
Advertising/Promotion	104600	525600	56004	\$8,000	

Explanation:

NC DHHS, PHD Emergency Overdose: Local Mitgation of Opioid Crisis grant award of \$93,193.
 Salary and benefits are for exsisting staff. Grant Period: 11/01/18 - 08/31/19. Funding will be split into 2 terms:
 Term 1 - November 2018 - May 2019 \$72,275, Term 2 - June 2019 - August 2019 \$20,918

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

(sign in red)

Finance only:

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



NC DEPARTMENT OF
**HEALTH AND
HUMAN SERVICES**

ROY COOPER • Governor
MANDY COHEN, MD, MPH • Secretary
BETH LOVETTE, MPH, BSN, RN • Acting Director,
Division of Public Health

October 12, 2018

Sheila Davies
Dare County Department of Health & Human Services — Public Health Division
P.O. Box 1000
Manteo, NC 27954-1000

Dear Dr. Davies,

Thank you for your application in response to the [Emergency Overdose: Local Mitigation to the Opioid Crisis for Local Health Departments/Districts](#) Request for Applications (RFA #A361) issued by the North Carolina Department of Health and Human Services, Division of Public Health (DPH), Injury and Violence Prevention Branch.

The DPH Injury and Violence Prevention Branch received 34 applications in response to the RFA. We are pleased to announce that Dare County Department of Health & Human Services — Public Health Division has been **approved** for an award. Congratulations!

Please notify us with an “Accept” or “Decline” of your award offer by email to beinjuryfreenc@dhhs.nc.gov no later than 12:00pm ET on Tuesday, October 16.

A press release will be issued by the Department in the next month that will include the names of the awardees who have accepted their award offer.

Funds for Agreement Addendum Term 1 will be available in the Aid-to-Counties database system starting November 1. Funds will be split by Fiscal Year 2019 and Fiscal Year 2020 Terms as budgeted in your approved application. The project period for Term 1 is November 1, 2018 through May 31, 2019; Term 2 is June 1, 2019 through August 31, 2019. The Agreement Addendum number assigned for this scope of services is **AA490**.

We are excited to work with you and appreciate your interest, time, and effort in partnering with us to prevent fatal and non-fatal opioid overdoses, increase access and linkages to care services for our most vulnerable populations, and build local capacity to respond to the opioid epidemic in North Carolina.

Sincerely,

Susan Kansagra, MD MBA
Chief, Chronic Disease and Injury Section
Division of Public Health

Cc: Alan Dellapenna; Amy Patel; Nidhi Sachdeva; Beinjuryfreenc@dhhs.nc.gov

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • DIVISION OF PUBLIC HEALTH

LOCATION: 5505 SIX FORKS RD • RALEIGH, NC 27609
MAILING ADDRESS: 1915 MAIL SERVICE CENTER • RALEIGH, NC 27699-1915
www.ncdhhs.gov • TEL: 919-707-5425 • FAX: 919-870-5375

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

Division of Public Health Agreement Addendum FY 18-19

Page 1 of 6

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

Local Health Department Legal Name

490 Emergency Overdose: Local Mitigation to the
Opioid Crisis

Activity Number and Description

11/01/2018 – 05/31/2019

Service Period

12/01/2018 – 06/30/2019

Payment Period

Original Agreement Addendum

Agreement Addendum Revision # _____

CDI / Injury and Violence Prevention Branch

DPH Section / Branch Name

Amy Patel, 919-707-5427
amy.patel@dhhs.nc.gov

DPH Program Contact
(name, phone number, and email)

DPH Program Signature

Date


(only required for a negotiable agreement addendum)

I. Background:

North Carolina, like many other states, is in the midst of an overdose epidemic historically driven by prescription opioids and, in more recent years driven by heroin, fentanyl, and fentanyl analogues. Since 2008, there are more than 20,000 medication and drug poisonings annually that result in an emergency department visit. Medication and drug poisoning deaths have increased by 375% from 2000 to 2016, including more than 1,000 deaths each year since 2010. In 2016, medication and drug poisoning led to 2,103 deaths, and 546 of these deaths involved heroin. Heroin deaths have increased more than 1,331% since 1999 (in 2016, there were 546 heroin-involved deaths versus 41 in 1999). Heroin or other synthetic narcotics were involved in over 60% of unintentional opioid deaths in 2016.

Communities in North Carolina are dealing with the impact of the overdose crisis and are working to address the problem. The epidemic rate of unintentional overdose deaths has resulted in a multi-faceted public health response. Response strategies include enhanced epidemiologic surveillance; adopting laws that require controlled substance monitoring by providers and pharmacists and limit prescribing; and legislation to increase access to the opioid overdose rescue drug naloxone and protections for those who call for help in the event of an overdose, and legalization of syringe exchange programs.

The Injury and Violence Prevention Branch (IVP Branch) under the North Carolina Division of Public Health, Chronic Disease and Injury Section works to identify, implement, and support prevention strategies in injury and violence, including drug poisoning and overdose.


Health Director Signature (use blue ink)

10/30/18
Date

Local Health Department to complete:
(If follow-up information is needed by DPH)

LHD program contact name: Roxana Ballinger
Phone number with area code: 252-475-5619
Email address: Roxana.Ballinger@darenc.com

Signature on this page signifies you have read and accepted all pages of this document.

Revised July 2017

In 2018, North Carolina was awarded Centers for Disease Control and Prevention (CDC) funding via the Cooperative Agreement for Emergency Response: Public Health Crisis Response. The cooperative agreement contains five areas that states will focus on to reduce the overdose epidemic. North Carolina is aligning itself to these federal priorities at state and local levels.

The Request for Applications (RFA) # A361 on Emergency Overdose: Local Mitigation to the Opioid Crisis for Local Health Departments and Districts was released on August 31, 2018. The purpose of this RFA is to recruit and fund local health departments/districts (LHDs) in North Carolina to implement strategies to prevent fatal and non-fatal opioid overdoses, increase access and linkages to care services for the most vulnerable populations, and build local capacity to respond to the opioid epidemic in North Carolina.

Local health departments/districts applied for funding for projects that advance one or more strategies identified in the North Carolina's Opioid Action Plan.

The five approved strategies for this funding are:

1. Establish or expand syringe exchange programs (SEPs)
2. Connect justice-involved persons to harm reduction, treatment, and recovery services
3. Establish post-overdose response teams
4. Advance Fair Chance Hiring policy and protocols
5. Expand or establish housing first or rapid re-housing and retention services.

II. Purpose:

This Agreement Addendum enables the Local Health Department to implement one or more strategies from North Carolina's Opioid Action Plan to prevent fatal and non-fatal opioid overdoses, increase access and linkages to care services for the most vulnerable populations, and build local capacity to respond to the overdose epidemic in North Carolina.

III. Scope of Work and Deliverables:

The Local Health Department shall:

1. **Staff:** By November 30, 2018, designate one qualified staff member to carry out all duties outlined in this Agreement Addenda and inform the DPH Program Contact via email. The Local Health Director is responsible for notifying DPH Program Contact within 30 days when this position is filled, including providing the person's name and contact information, and for providing a notice within 30 days if this position is vacated.
2. **Perform Evaluation of Community Activities for Overdose Prevention:** Compile the county or district evaluation data for mid-period and end-of-activity period reporting for the Agreement Addendum, and provide these data reports to DPH. The Local Health Department shall provide data via an online survey (e.g., Qualtrics) on drug overdose strategies implemented in its community, as DPH is required by the CDC Cooperative Agreement to maintain an inventory of overdose prevention activities happening across the state.
3. **Implement at least one of the five approved strategies** proposed by the Local Health Department in its response to RFA # A361 Emergency Overdose: Local Mitigation to Opioid Crisis which was accepted by the IVP Branch in October 2018.

Activities for each of the approved strategies include the following:

- a. Establish or expand **Syringe Exchange Programs (SEPs)** through local health or human services departments, faith communities, pharmacies, community-based non-profit

organizations, or other potential host organizations with experience working with people directly impacted by drug use.

- i. Build a referral network with SEPs for all required services under North Carolina law (G.S. 90-113.27) including naloxone access and hepatitis/HIV testing services.
- ii. Train SEP leaders, staff, and participants in first aid, CPR, wound care, syringe hygiene, and related harm reduction and disease prevention practices.
- iii. Use funds to cover fund staffing, supplies, and related costs either through subcontracts with local or regional SEP(s) or in-house.
- iv. Safely dispose syringes and biohazard collected through SEP(s).

NOTE: Funding cannot support the cost of syringes, naloxone, other medications, nor clinical services.

- b. **Connect Justice-Involved Persons** to harm reduction, treatment, and recovery services.
 - i. Establish policies and protocols to universally screen people for substance use disorders on intake at jails and prisons.
 - ii. Educate incarcerated people and their families or loved ones on harm reduction strategies before release, including but not limited to training on overdose recognition and response with naloxone and overdose prevention planning.
 - iii. Distribute take-home naloxone upon release to those identified with opioid use disorder and to others who request it.
 - iv. Establish reentry programs to link or refer people to care services once released from incarceration and provide care service referrals to those individuals identified with substance use disorder upon their release.

NOTE: Funding cannot support the cost of naloxone or other medications.

- c. **Establish Post-Overdose Response Teams** led by Emergency Medical Services (EMS) and/or a harm reduction community-based organization to prevent repeat overdose and connect those who have had a non-fatal overdose to harm reduction, care, treatment and recovery supports, including housing or employment.
 - i. Engage with persons with lived experience with drug use or in recovery from drug use and other harm reduction specialists when developing post-overdose response teams by including them throughout planning, implementation, and evaluation of the program.
 - ii. Follow-up with patients who have experienced an overdose within 72 hours of the non-fatal overdose event.
- d. **Advance Fair Chance Hiring Policy** and protocols to increase employment opportunities for people with felony records, which may include individuals who use or have used drugs.
 - i. Assess current laws, ordinances, and policies and attitudes among employers (including county government) related to the hiring of people with felony records.
 - ii. Collect and disseminate case examples of people directly impacted by a lack of employment opportunities because of their felony records.
 - iii. Develop policies that delay employment application questions regarding a person's criminal record until after the applicant has had a chance to demonstrate skills, qualifications, and rehabilitation.

- iv. Communicate with, provide outreach to, and educate policy makers, county government officials, and employers on Fair Chance Hiring policies and practices.
 - v. Promote and support implementation of Fair Chance Hiring policies and practices.
- e. **Expand or Establish Housing First** or Rapid Re-housing and retention services for people who use drugs, are in recovery, or are transitioning from residential treatment or incarceration.
- i. Provide move-in (deposit), rental, or utility assistance for those who use drugs, are in recovery, or are transitioning from residential treatment or incarceration.
 - ii. Provide community training sessions on tenancy rights and responsibilities.
 - iii. Establish relationships with landlords to encourage no preconditions for housing and to reduce potential incidences of evictions due to drug use.

IV. Performance Measures/Reporting Requirements:

The Local Health Department shall:

1. Submit performance measure activity reports to the DPH Program Contact by the dates listed below. Reports must be received on or before these due dates.
 - a. Mid-period report for performance from November 1, 2018 through January 31, 2019 is due February 15, 2019.
 - b. End-of-activity period report for performance from February 1, 2019 through May 31, 2019 is due June 15, 2019.
2. Submit online reports with all required components. The link will be provided by DPH for each reporting period, with the survey allowing for documentation to be attached. A report must include all of these components to be accepted:
 - a. Summary of implemented activities, accomplishments, and work to reduce drug poisoning and overdose;
 - b. List of engaged partners for each major activity with key collaborations highlighted;
 - c. Details of how priority populations, such as those with lived experience, those directly impacted by drug use, and people who currently use drugs, have been engaged in the planning, implementation, and/or evaluation of activities to reduce overdose;
 - d. Completed data for metrics specific to the chosen strategy or strategies as outlined in the attached survey preview;
 - e. Summary of lessons learned, including a description of challenges that have been overcome and any potential challenges that are anticipated;
 - f. Summary of sustainability efforts or plans to continue the work as outlined;
 - g. Developed or adopted policies, protocols, educational materials, presentations, training materials, and related outputs as attachments to demonstrate evidence of implemented activities;
 - h. List of overdose prevention coalition meeting participants and which sector each participant represented (sign-in sheets), and meeting summaries (minutes or notes with action items) from each meeting.
3. Obtain preapproval on language for all materials intended for the public (digital or printed) by submitting the materials to DPH for at least a two-week review before publication to ensure non-stigmatizing messaging and consistent messaging across local health departments/districts.

4. Ensure that all activities are evidence-based, culturally sensitive, and at an appropriate academic level to accommodate stakeholders of varying harm reduction and overdose prevention backgrounds.
5. Ensure that all trainings are conducted by appropriately trained individuals with experience in harm reduction principles, community outreach, and naloxone administration.
6. Administer pre-test and post-test evaluation surveys to training and presentation participants to assess knowledge gains and effectiveness of trainings or presentations.

V. Performance Monitoring and Quality Assurance:

DPH shall maintain contact via email and telephone to monitor programmatic and fiscal performance. The DPH Program Contact will monitor the performance based on information contained in project reports and supplemental evidence submitted (e.g., summaries, methods descriptions, sign-in sheets, examples of completed activities, sample policies or educational materials). The DPH Program Contact will follow up with the Local Health Department via email or phone as needed for consultation and project improvement.

If the Local Health Department is deemed out of compliance, the DPH Program Contact shall make every effort to work with the Local Health Department to produce a corrective action plan. The Local Health Department shall report evaluation data to DPH in accordance with the timeframes and quality standards outlined. Failure to comply with the requirements listed above may result in a decrease in funding or removal from consideration for future funding for related activities.

VI. Funding Guidelines or Restrictions:

1. Requirements for pass-through entities: In compliance with 2 CFR §200.331 – *Requirements for pass-through entities*, the Division provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda.
 - a. Definition: A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.
 - b. Frequency: Supplements will be generated as the Division receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the Local Health Department even if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.
2. Proposed funds are one-time only funds and may not be carried forward. Funds must be utilized in North Carolina.
3. Funds may **not** be used:
 - a. To purchase syringes, medications including naloxone, or to provide clinical care
 - b. To fund prescription drug take-back programs including drop-boxes, take-back events, or disposal
 - c. To purchase vehicles or pay down existing mortgages and/or other loans
 - d. For capital expense, new construction or renovation of facilities, or equipment

- e. For any type of research
- f. For match funding on other federal awards or duplicate expenses covered by other federal sources
- g. For lobbying (publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body).

4. Funding may be used to:

- a. Support salaries or stipends
- b. Support renting equipment, such as leasing vehicles, for mobile outreach and delivery of services and mileage
- c. Purchase syringe exchange program care supplies, such as alcohol swabs, gauze, band aids, hygiene products, bags, and food (but not medications or syringes)
- d. Subcontract, develop memoranda of understanding, or utilize another form of demonstrated commitment with partners for technical assistance, trainings, or direct support.

FY19 Activity: 490 Emergency Overdose: Local Mitigation to the Opioid Crisis

Supplement 1

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

CFDA #: 93.354 Federal awd date: 8/29/18 Is award R&D? no FAIN: NU90TP921993 Total amount of fed awd: \$ 4,058,977

CFDA name:	Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response	Fed award project description:	North Carolina's Cooperative Agreement for Emergency Response: Public Health Crisis Response		
		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 DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity
Alamance	965194483	\$54,229	\$54,229	Jackson	019728518	=
Albemarle	130537822	=	=	Johnston	097599104	=
Alexander	030495105	=	=	Jones	095116935	=
Anson	847163029	=	=	Lee	067439703	=
Appalachian	780131541	\$72,736	\$72,736	Lenoir	042789748	=
Beaufort	091567776	\$19,371	\$19,371	Lincoln	086869336	=
Bladen	084171628	=	=	Macon	070626825	\$75,660
Brunswick	091571349	=	=	Madison	831052873	=
Buncombe	879203560	\$76,487	\$76,487	MTW	087204173	=
Burke	883321205	=	=	Mecklenburg	074498353	\$70,778
Cabarrus	143408289	\$70,000	\$70,000	Montgomery	025384603	=
Caldwell	948113402	=	=	Moore	050988146	=
Carteret	058735804	=	=	Nash	050425677	\$15,094
Caswell	077846053	=	=	New Hanover	040029563	=
Catawba	083677138	=	=	Northampton	097594477	=
Chatham	131356607	=	=	Onslow	172663270	\$63,075
Cherokee	130705072	=	=	Orange	139209659	=
Clay	145058231	=	=	Pamlico	097600456	=
Cleveland	879924850	\$54,641	\$54,641	Pender	100955413	=
Columbus	040040016	=	=	Person	091563718	=
Craven	091564294	=	=	Pitt	080889694	\$44,440
Cumberland	123914376	=	=	Randolph	027873132	=
Dare	082358631	\$72,275	\$72,275	Richmond	070621339	=
Davidson	077839744	=	=	Robeson	082367871	=
Davie	076526651	\$46,787	\$46,787	Rockingham	077847143	=
Duplin	095124798	=	=	Rowan	074494014	=
Durham	088564075	\$59,413	\$59,413	RPM	782359004	=
Edgecombe	093125375	=	=	Sampson	825573975	=
Forsyth	105316439	\$70,000	\$70,000	Scotland	091564146	=
Franklin	084168632	=	=	Stanly	131060829	\$70,305
Gaston	071062186	=	=	Stokes	085442705	=
Graham	020952383	=	=	Surry	077821858	=
Granville-Vance	063347626	\$76,311	\$76,311	Swain	146437553	=
Greene	091564591	=	=	Toe River	113345201	=
Guilford	071563613	\$71,672	\$71,672	Transylvania	030494215	=
Halifax	014305957	=	=	Union	079051637	=
Harnett	091565986	=	=	Wake	019625961	\$79,465
Haywood	070620232	\$47,988	\$47,988	Warren	030239953	=
Henderson	085021470	=	=	Wayne	040036170	=
Hoke	091563643	\$68,836	\$68,836	Wilkes	067439950	=
Hyde	832526243	=	=	Wilson	075585695	=
Iredell	074504507	\$63,558	\$63,558	Yadkin	089910624	=

DPH-Aid-To-Counties For Fiscal Year: 18/19

Budgetary Estimate Number : 0

Activity 490	AA	1175 5176 AA	Proposed Total	New Total
Service Period		11/01-05/31		
Payment Period		12/01-06/30		
01 Alamance	* 0	54,229	54,229	54,229
D1 Albemarle		0	0	0
02 Alexander		0	0	0
04 Anson		0	0	0
D2 Appalachian	* 0	72,736	72,736	72,736
07 Beaufort	* 0	19,371	19,371	19,371
09 Bladen		0	0	0
10 Brunswick		0	0	0
11 Buncombe	* 0	76,487	76,487	76,487
12 Burke		0	0	0
13 Cabarrus	* 0	70,000	70,000	70,000
14 Caldwell		0	0	0
16 Carteret		0	0	0
17 Caswell		0	0	0
18 Catawba		0	0	0
19 Chatham		0	0	0
20 Cherokee		0	0	0
22 Clay		0	0	0
23 Cleveland	* 0	54,641	54,641	54,641
24 Columbus		0	0	0
25 Craven		0	0	0
26 Cumberland		0	0	0
28 Dare	* 0	72,275	72,275	72,275
29 Davidson		0	0	0
30 Davie	* 0	46,787	46,787	46,787
31 Duplin		0	0	0
32 Durham	* 0	59,413	59,413	59,413
33 Edgecombe		0	0	0
34 Forsyth	* 0	70,000	70,000	70,000
35 Franklin		0	0	0
36 Gaston		0	0	0
38 Graham		0	0	0
D3 Gran-Vance	* 0	76,311	76,311	76,311
40 Greene		0	0	0
41 Guilford	* 0	71,672	71,672	71,672
42 Halifax		0	0	0
43 Harnett		0	0	0
44 Haywood	* 0	47,988	47,988	47,988
45 Henderson		0	0	0
46 Hertford		0	0	0
47 Hoke	* 0	68,836	68,836	68,836
48 Hyde		0	0	0
49 Iredell	* 0	63,558	63,558	63,558
50 Jackson		0	0	0
51 Johnston		0	0	0

52 Jones		0	0	0
53 Lee		0	0	0
54 Lenoir		0	0	0
55 Lincoln		0	0	0
56 Macon	* 0	75,660	75,660	75,660
57 Madison		0	0	0
D4 M-T-W		0	0	0
60 Mecklenburg	* 0	70,778	70,778	70,778
62 Montgomery		0	0	0
63 Moore		0	0	0
64 Nash	* 0	15,094	15,094	15,094
65 New Hanover		0	0	0
66 Northampton		0	0	0
67 Onslow	* 0	63,075	63,075	63,075
68 Orange		0	0	0
69 Pamlico		0	0	0
71 Pender		0	0	0
73 Person		0	0	0
74 Pitt	* 0	44,440	44,440	44,440
76 Randolph		0	0	0
77 Richmond		0	0	0
78 Robeson		0	0	0
79 Rockingham		0	0	0
80 Rowan		0	0	0
D5 R-P-M		0	0	0
82 Sampson		0	0	0
83 Scotland		0	0	0
84 Stanly	* 0	70,305	70,305	70,305
85 Stokes		0	0	0
86 Surry		0	0	0
87 Swain		0	0	0
D6 Toe River		0	0	0
88 Transylvania		0	0	0
90 Union		0	0	0
92 Wake	* 0	79,465	79,465	79,465
93 Warren		0	0	0
96 Wayne		0	0	0
97 Wilkes		0	0	0
98 Wilson		0	0	0
99 Yadkin		0	0	0
Totals		1,343,121	1,343,121	1,343,121

Sign and Date - DPH Program Administrator <i>Alamy</i> 10-22-2018	Sign and Date - DPH Section Chief <i>[Signature]</i> 10/22/18
Sign and Date - DPH Contracts Office <i>Becca Miller</i> 10-22-18	Sign and Date - DPH Budget Officer <i>[Signature]</i> 10/24/18

SW
10-24-18



Town of Manteo New Years Eve Fireworks 2018

Description

In order to sponsor a New Years Eve fireworks celebration, the Town of Manteo has gathered all necessary documents for submission. These documents consist of permits, site plan, operator licenses, certificates of insurance, event timeline and a safety plan. Thus, an agreement has been made between the Town of Manteo and Pyrotecnico Fireworks, Inc. to produce a fireworks presentation on December 31st, 2018. The Dare County Fire Marshal will be on site conducting all required fire code inspections.

Board Action Requested

Approval

Item Presenter

Steve Kovacs, Dare County Fire Marhsal



COUNTY OF DARE

Department of Emergency Management
Office of the Fire Marshal
P.O. Box 1000, Manteo, North Carolina, 27954

Firework - Permit Application

Show Information	
Show Name:	Town of Manteo New Years Eve Celebration
Show Date:	12.31.18
Show Time:	11:59:59 PM
Duration:	approx. 30 min
Rain Date:	01.01.19
Show Location:	Barge off Shallowbag Bay, Manteo, NC 27954
Show Sponsor:	Town of Manteo
Address:	PO Box 246, 407 Budleigh St.
City:	Manteo, NC
ZIP:	27954
Sponsor Contact:	Kermit Skinner, Jr.
Phone:	252.473.2133
Cell:	[REDACTED]
Email:	skinner@townofmanteo.com
FAX:	252.473.2135

Pyrotechnic Contractor	
Name:	Pyrotecnico Fireworks, Inc.
ATF License:	8-PA-073-23-8J-12122
Address:	PO Box 149
City:	New Castle
State:	PA
ZIP:	16103
Phone:	800.854.4705
Cell:	N/A
Email:	jbriggs@pyrotecnico.com
FAX:	724.652.1288
Contact Name:	Jody Briggs, Sales Assistant
Cell:	N/A

Technician Information	
Operator	
Name:	See attached list.
NC License:	
Phone:	
Cell:	
Email:	
Assistants	
Name:	See attached list.
NC License:	
Name:	
NC License:	

Site Information (Load in site)	
Owner Name:	Thomas M. Cannady Irrevocable Trust
Address:	115 Bay Lane
City:	Manteo
State:	NC
ZIP:	27954
Phone:	
Cell:	
Email:	
FAX:	
Contact Name:	Melodye Cannady Calloway, Trustee
Cell:	[REDACTED]

Barge Operator	
Owner Name:	Total Marine Services, Inc.
Address:	PO Box 415 ; 593 Baumtown Road
City:	Wanchese
State:	NC
ZIP:	27981
Phone:	252.473.5130
Cell:	[REDACTED]
Email:	totalmarine301@yahoo.com
FAX:	252.473.3338
Contact Name:	Winkie Silver
Cell:	[REDACTED]

I certify to the best of my knowledge that all information provided herein is true and correct as submitted to the Dare County Fire Marshal's Office. All work performed under this permit shall conform to the plans, manufacturers specifications, and applicable North Carolina Building Codes and standards. I have read the instructions on the back page and have submitted the required documents. I understand that the completion of this application does NOT entitle the commencement of construction or operation of the system and I will call for all required inspections.

[Handwritten Signature]

Applicant Signature

10.30.18

Date

Instructions

The applicant shall submit all needed documentation to the Fire Marshal's Office in order to process the application. Submission shall include, but not limited, to the following documents. If other documentation is needed by the Fire Marshal's Office the applicant shall submit such documentation for review when requested.

Exhibit

- A Provide site plan showing show set-up and all required safety and fallout zone radius.
- B Provide shell inventory (size, count); break down open, body, & finale. *This is a scripted show. A preliminary product list is provided. This list will be amended when we have rec'd the exact list from the professional designers.*
- C Provide copies of state operator and assistant licenses.
- D Provide copy of insurance certificate.
- E Provide copy of ATF license.
- F Provide event schedule timeline and site security plan.
- G Provide copy of Coast Guard permit; if applicable. *USCG permit application submitted. Will provide permit as soon as received.*
- H If a barge show, provide barge size calculation per NFPA 1123
- I Provide copy of property use agreement(s). *Letter of Permission submitted to Trustee for signature. Will provide as soon as received.*

The event sponsor is required to develop in Incident Action Plan for the event. All agencies and organizations involved with the planning, support, and production of the event included. This must be completed and forwarded to the Fire Marshal's Office 2-weeks prior to the event for review and approval.

For Office Use Only

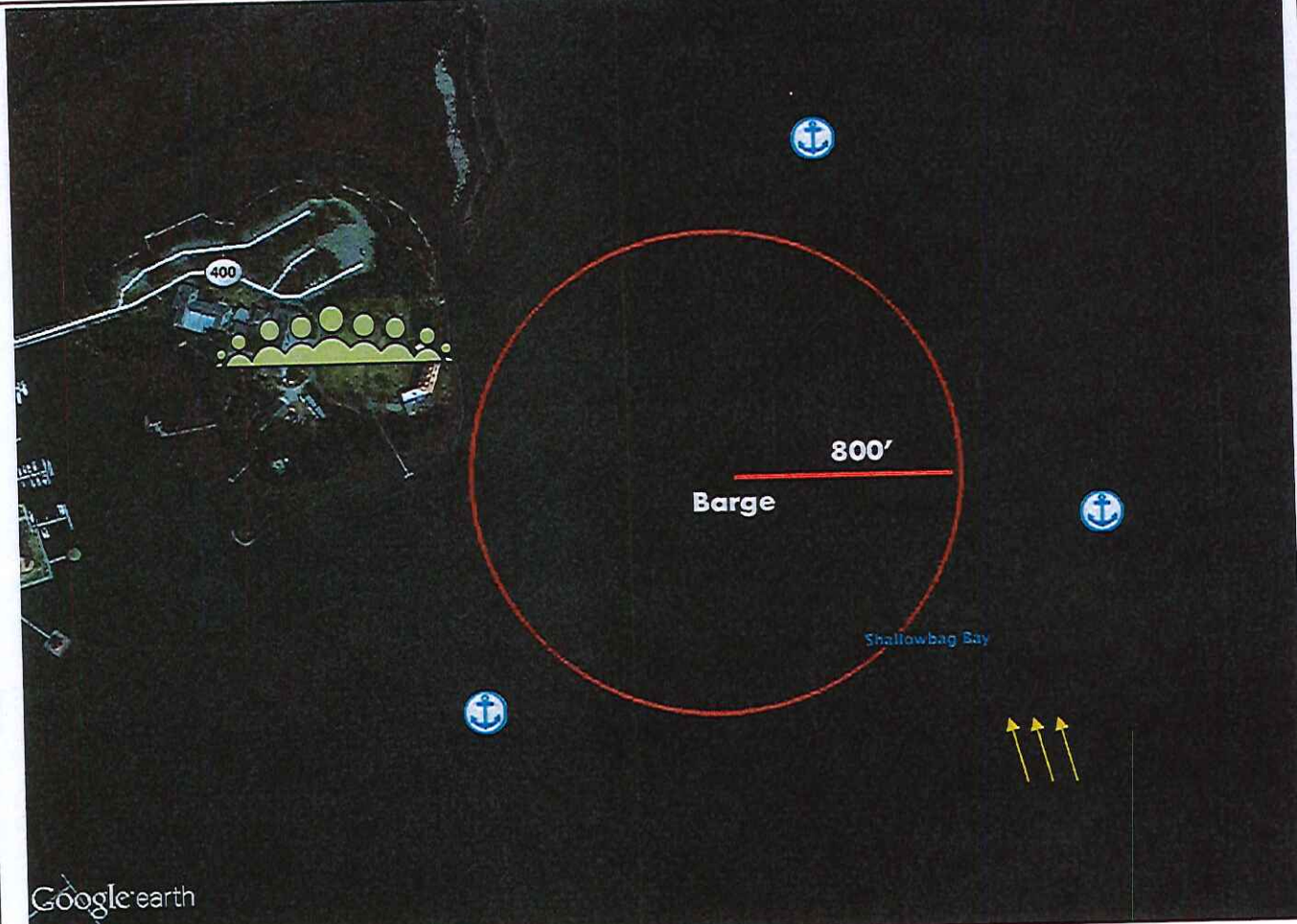
Date Filed 10/30/18 Application Complete? If not complete, date returned: _____

Reviewed 11/2/18 By: [Signature] Rejected Approved

Please understand that approval of any documents in no way relieves the owner, the architect, the engineer, or the contractor from the responsibility of violations of governing codes and regulations not found by our office. When such violations are found they must be corrected.

- FAA & Coast Guard permit to be forwarded to FMO prior to show.

A25

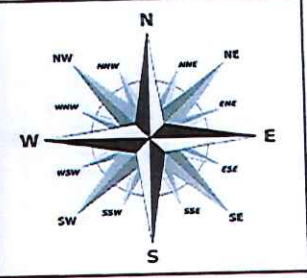


Google earth
© 2018 Google

- Audience
- Radius
- Marine Security
- Wind Direction

800' Safety Fall Out Radius

- Safety Fallout Zone **8" Maximum Device Per Pyrotecnico 100' Per Inch Policy**



Town of Manteo

Barge Shoot

35° 54' 33.16" N
75° 39' 41.32" W

REVISED DATE: 2/21/18

DRAWN BY:
Justin Pruett

NOTES:
Site plan is drawn to an approximate scale using NFPA 1123, NFPA 1126 or NFPA 160 as applicable.





- Police

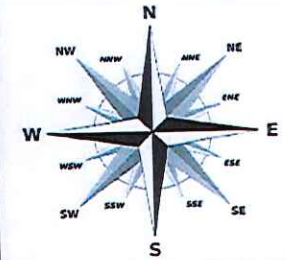


- Closed



- Safety Fallout Zone

100' Safety Area



Barge Loading Location

100 Bay Lane
Manteo, NC 27954

35° 54'6.54"N
75° 40'5.34"W

REVISED DATE: 2/21/18

DRAWN BY:
Justin Pruett

NOTES:
Site plan is drawn to an approximate scale using NFPA 1123, NFPA 1126 or NFPA 160 as applicable.





Town of Manteo
December 31, 2018

Technicians

Name: Alan Jeremy Tyson
Address: 91 Stoney Pointe Drive
Chapin, SC 29036
Phone: 803.940.7308
Email: atyson@pyrotecnico.com
NC Op Lic: 3011

Name: Kenneth Polk
Address: 104 Northgate Dr.
Washington, NC 27889
Phone: 252.945.0952
Email: kmparkband@hotmail.com
NC Op Lic #: 3115

Name: Malissa Polk
Address: 104 Northgate Dr.
Washington, NC 27889
Phone: 252.944.1528
Email: malissapolk@gmail.com
NC Op Lic #: 3116

Assistants

Name: Daniel Garcia
Address: 103 Sarah Keyes Way
Washington, NC 27889
Phone: 252.944.3348
NC Asst Op
Lic #: 3567

Name: Jacob Russell
Address: 200 Pine Street
Washington, NC 27889
Phone: [REDACTED]
NC Asst Op
Lic #: 3588

Name: Charles McIver
Address: 112 Annie Hallman Road
Leesville, SC 29070
Phone: [REDACTED]
NC Asst Op
Lic #: 3694



Outdoor Pyrotechnics
Display
**OPERATORS
LICENSE**

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Malissa Polk
License # 3116

Outdoor Pyrotechnics
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Kenneth Polk
License # 3115

Outdoor Pyrotechnics
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**ASSISTANT
OPERATORS
LICENSE**

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**Daniel Garcia
License # 3567**

Outdoor Pyrotechn
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**ASSISTANT
OPERATORS
LICENSE**

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Jacob Russell
License # 3588

Outdoor Pyrotechnics
Display

**ASSISTANT
OPERATORS
LICENSE**

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Charles McIver
License # 3694



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/6/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Britton-Gallagher and Associates, Inc. One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME:	FAX (A/C, No): 216-658-7101	
	PHONE (A/C, No, Ext): 216-658-7100	E-MAIL ADDRESS: info@brittongallagher.com	
INSURED 2299 Pyrotecnico Fireworks Inc. P.O. Box 149 299 Wilson Road New Castle PA 16103	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Everest Indemnity Insurance Co.		10851
	INSURER B : Everest National Insurance Company		10120
	INSURER C : Maxum Indemnity Company		26743
	INSURER D : Axis Surplus Insurance Company		26620
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 931843968

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			SI8ML00891-181	1/14/2018	1/14/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/POP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			SI8CA00141-181	1/14/2018	1/14/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			EXC6030375	1/14/2018	1/14/2019	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$ WC STATUTORY LIMITS OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	Excess Liability #2			EAU620323	1/14/2018	1/14/2019	Each Occurrence \$5,000,000 Aggregate \$5,000,000 Total Excess Limits \$9,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
Fireworks Display Date: December 31, 2018 Rain Date: January 1, 2019
Location: Barge, Shallowbag Bay, Manteo, NC
Additional Insureds: Town of Manteo; Total Marine Services, Inc.; Thomas M. Cannady Irrevocable Trust; Thomas "Buddy" Cannady; County of Dare

CERTIFICATE HOLDERTow of Manteo
PO Box 246, 407 Budleigh St.
Manteo NC 27954**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

21 NOVEMBER 2010 - 10/11/10 - 10/11/10 - 10/11/10 - 10/11/10

in accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Contact ATF Correspondence To ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number <div style="border: 1px solid black; padding: 5px; font-weight: bold; font-size: 1.2em;">8-PA-073-23-8J-12122</div>
Chief, Federal Explosives Licensing Center (FELC) <i>Christopher R. Keers</i>	Expiration Date <div style="border: 1px solid black; padding: 5px; font-weight: bold; font-size: 1.2em;">September 1, 2018</div>

Business Name: PYROTECNICO

Business Address (Changes? Notify the FELC at least 10 days before the move):
**299 WILSON RD
 NEW CASTLE, PA 16101-**

Type of License or Permit:
23-IMPORTER OF EXPLOSIVES

<p>Purchasing Certification Statement</p> <p>The licensee or permittee named above shall use a copy of this license or permit to assist a purchaser of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. <u>The signature on each copy must be an original signature.</u> A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FELC) or a responsible person of the FELC. I certify that this is a true and correct copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."</p>	<p>Mailing Address (Changes? Notify the FELC of any changes.)</p> <p>PYROTECNICO FIREWORKS INC PYROTECNICO PO BOX 149 NEW CASTLE, PA 16103-0149</p>
Licensee/Permittee Responsible Person Signature <i>Stephen Vitale</i>	Position/Title <i>President/CEO</i>
Printed Name Stephen Vitale	Date <i>11-1-2015</i>

ATF Form 5400 14-5400 15 Part 1
Revised October 2011

Previous Edition is Obsolete PYROTECNICO FIREWORKS INC-299 WILSON RD, 16101 B PA-073-23-8J-12122-September 1, 2018-23-IMPORTER OF EXPLOSIVES

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC) Needy Road Martinsburg, WV 25405-9431	Toll-free Telephone Number: (877) 283-3352 Fax Number: (304) 616-4401 E-mail: FELC@atf.gov	ATF Homepage: www.atf.gov
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Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse, child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for the benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Here <

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **PYROTECNICO FIREWORKS INC**

Business Name: **PYROTECNICO**

License/Permit Number: **8-PA-073-23-8J-12122**

License/Permit Type: **23-IMPORTER OF EXPLOSIVES**

Expiration: **September 1, 2018**

Use Note: Not Valid for the Sale or Other Disposition of Explosives



DEPARTMENT OF JUSTICE

Bureau of Alcohol, Tobacco,
Firearms and Explosives

Martinsburg, WV 25405

August 22, 2018

Pyrotecnico Fireworks Inc.
P.O. Box 149
New Castle, PA 16103-0149

901090:CRR/SCC
5400
File Number: 8-PA-12122

Premises Address: 299 Wilson Rd, New Castle, PA 16101

Dear Sir:

This letter acknowledges receipt of your timely application to renew your Federal explosives license/permit 8PA12122.

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) is not able to process your application prior to the expiration date of your license/permit. However, Federal law allows you to continue operations under your current license/permit until such time as ATF completes processing your application. See 5 U.S.C. § 558. This letter, or as explained below, a follow-up letter, will serve as your license/permit until we complete action on your renewal. It is referred to as a Letter of Authorization (LOA).

Since we have not completed processing your application, you may supply a copy of this letter to other licensees/permittees, e.g., your distributors, for the next six months (or until we complete action on your renewal, if that occurs in less than six months) as evidence of your licensed/permitted status. If we have not completed processing your application for renewal within six months of the date of this letter, we will send you another letter, which will also be valid for six months (or until we complete action on your renewal, if that occurs in less than six months). This is of course contingent upon your remaining entitled to continue operations under your current license/permit.

Please direct questions or concerns regarding this letter to Sandy Curtis at 304-616-4406.

Sincerely,

Christopher R. Reeves
Chief, Federal Explosives Licensing Center

ATF web address:



Town of Mateo
Show Date: December 31, 2018

TENTATIVE TIMELINE

Sunday, December 30, 2018

Approx. 8:00 am - Crew arrives and begins loading equipment and fireworks onto barge.
Approx. 9:00 pm - Overnight security, provided by the Town of Manteo, arrives.

Monday, December 31, 2018

8:00 am - Crew arrives back on site to finish display.
Approx. 5:00 pm to 6:00 pm - Barge moved into shooting position
Approx. 11:59:59 pm - Display begins.

Tuesday, January 1, 2018

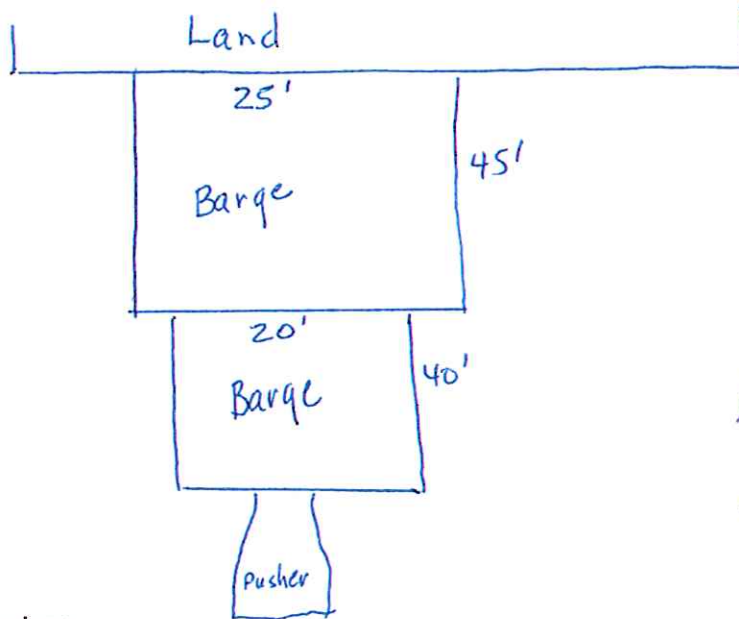
Approx. 9:00 am - Equipment is offloaded, disassembled and trucks loaded.



Barge Company

Total Marine Services
 Wanchese Dock & Haul
 PO Box 415
 Wanchese, NC 27981
 (252)256.5130
 Email: ~~totalmarine30@yahoo.com~~
 Contact: Winkie Silver

Diagram of Barge



*Shells must be at least
 2 #/in of shell diameter. up to
 6-in
 4 #/in bags then 6 in.
 30 # 110 lbs required.*

Dimensions

25 ft x 45 ft = 1,125 sq. ft
 20 ft x 40 ft = 800 sq ft
 Total 1,925 sq ft

FLOATING VESSELS AND FLOATING PLATFORMS SIZING REQUIREMENTS

CUSTOMER NAME: TOWN OF MANTEO
 SHOW NAME: NYE - BARGE-MANTEO, NC
 SHOW DATE: 12/31/2018
 AREA REQUIRED: 1,603.00

MORTARS AND MORTAR RACKS

MORTAR DIAMETER	TOTAL MORTARS	MORTAR AREA
2.0"	0	0.00
2.5"	0	0.00
3.0"	400	600.00
4.0"	282	564.00
5.0"	110	275.00
6.0"	36	108.00
8.0"	10	40.00
10.0"	0	0.00

CAKES AND MULTITUBE DEVICES UP TO 3.0"

TOTAL MULTISHOTS	SQUARE FT FOOTPRINT	MULTISHOTS AREA
0	3	0.00

SAFETY SHELTER

TOTAL SHELTERS	SQUARE FT FOOTPRINT	SHELTERS AREA

QUANTITY	UNIT	PRICE
1	16	16.00



Standard Operating Procedure – Safety Plan

Pyrotecnico
299 Wilson Road
New Castle, PA 16103
Office: 800 854-4705
www.pyrotecnico.com

Pyrotecnico Emergency Contacts:

- Chris Mele, Chief Operations Officer
 - Office: 724.652.9555 | Cell: 724.510.6194 | Email: cmele@pyrotecnico.com
- Paul Gaffney, Director of Safety & Compliance
 - Office: 856.697.1023 | Cell: 610.656.0385 | Email: pgaffney@pyrotecnico.com
- Michael J. Fox, Vice President of Operations
 - Office: 724.652.9555 | Cell: 724.971.5614 | Email: mfox@pyrotecnico.com
- Justin Pruett, Show Producer
 - Cell: 803.271.5944 | Email: jpruett@pyrotecnico.com

Chem-Tel 24 Hour Emergency Response Number: 800 255-3924

Shooter arrival Date and Time for set up to be determined.

Standard Guidelines:

All inspections of the firing areas as required by Authority having Jurisdiction will be arranged in advance.

Arrangements should be made by Sponsor for fire service and EMS to be available during fireworks displays.

Appropriate insurance with limits of \$10 Million included.

A safe perimeter of 100 feet per inch of largest shell per National Fire Protection Association (NFPA) guidelines will be maintained and secured.

The fireworks shall not be unattended at any time while loaded.

Fireworks display termination procedures:

In the event of bad weather conditions, the firing will be terminated. Weather conditions will be defined and be determined by the Fire Official from the Authority having Jurisdiction and the Lead Technician on location according to the conditions on site at firing time. Bad weather can be Winds in excess of 15 mph or wind gusts of 20 mph or more along with rain and/or thunderstorms. Other non weather related emergencies can also terminate firing.

Pre-Display Site Checklist:

All safety precautions per National Fire Protection Association code 1123 for fireworks displays will be adhered to at all times.

Security on site will be arranged with Client if needed.

We will have a minimum of (2) water pressure fire extinguishers on site during the fireworks display and

All fireworks and firing equipment will be protected from inclement weather at all time.

No smoking or smoking material such as matches, lighters or open flame within 50 feet of fireworks or pyrotechnic materials.

No person shall be allowed on site that are under the influence of alcohol, narcotics or medication that could adversely affect them performing their duty to safely fire the pyrotechnic effects or fireworks.

Only assigned technicians required to perform the display set-up and firing of show will be allowed on the display site.

Cell phone use and/or radios that generate radio frequencies use will be kept to a minimum within the immediate discharge area while pyrotechnics are being prepared, loaded, set-up and fired.

All personnel will protective safety equipment during set up and firing of pyrotechnics.

Any mortars and/or racks used will be made of approved materials and constructed of approved materials sufficient to provide a safe display per (NFPA) National Fire Protection Association Code 1123.

Racks will be secured as to prevent falling over during use. Inspection of all equipment and materials will be made prior to set up.

All fireworks display shells will be pre-loaded and checked for fit into mortars.

Display Checklist:

We will make sure fire service and emergency medical (EMS) units are available and ready prior to firing of display.

Good communications will be established between fireworks crew, event sponsor and fire service/EMS units.

Crowd control is imperative and must be maintained by using security personnel, monitors and barriers.

Technicians will be required to wear safety protective equipment for head, eye, hearing and feet. Also all

we be required to wear long sleeved cotton or similar flame resistant material. No shorts are acceptable.

Technician will monitor the current weather and approaching weather with event sponsor and keep crowd control maintained at all time.

Post Display:

All safety and protective equipment will be worn for clean up duties as well.

Five minutes after the conclusion of display a search will be conducted by Pyrotecnico personnel of the display and fallout areas.

Search is to determine that any unfired live product or shells are accounted for, properly handled, repackaged and secure according to Federal DOT regulations

Any found unexploded shells shall be properly marked and boxed for return.

Once the all clear sign is given, then and only then will disassembly begin.

A first light search will be assigned for the following day.



Tax Collector's Report

Description

Oct 2018 Discoveries over \$100
Oct 2018 Releases over \$100
Oct 2018 Refunds over \$100
Oct 2018 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: October

Date Range: 10/1/2018 - 10/31/2018

SUBMITTED BY: Becky Huff

Taxpayer Name	Parcel	Bill#	Bill Yr	AR Cat	Bill Type	Value Discovered	Tax Discovered	Create Date
JK'S RIBS DBA/CROATAN FOODS INC	980944000	2018331	2018	25	P-D	3,481.00	320.19	10/30/2018
BEACH REALTY OF NC INC	973120000	2018332	2018	25	P-D	9,922.00	532.78	10/30/2018
BEACH REALTY OF NORTH CAROLINA, INC	972822000	2018334	2018	25	P-D	1,083.00	103.45	10/30/2018
WANCHESE FISH COMPANY INC	972988000	2018335	2018	25	P-D	9,556.00	3,483.91	10/30/2018

24,042.00 4,440.33

Release Report for REAL ESTATE and PERSONAL PROPERTY

(Releases over (\$100.00))

MONTH: OCTOBER

DATE RANGE: 10/1/2018 - 10/31/2018

SUBMITTED BY: Becky Huff

Taxpayer Name	Parcel#	Bill Year	AR	Reason	Released Value	Tax Released
SCHWARTZ, RODGER W.	831234434	2018	25	BOAT SOLD IN 2017	-29,100.00	-268.89
MEEKINS, ULYSSES S	934953000	2018	25	BOATS ARE UNSOUND - NO VALUE	-36,074.00	-255.21
SLEGEL, JONATHAN M		2014	20	CORRECT FOR CLERICAL ERROR	-30,700.00	-199.55
SLEGEL, JONATHAN M		2015	20	CORRECT FOR CLERICAL ERROR	-30,700.00	-199.55
SLEGEL, JONATHAN M		2016	20	CORRECT FOR CLERICAL ERROR	-30,700.00	-199.55
SLEGEL, JONATHAN M		2017	20	CORRECT FOR CLERICAL ERROR	-30,700.00	-211.83
SLEGEL, JONATHAN M		2018	20	CORRECT FOR CLERICAL ERROR	-30,700.00	-211.83
ESCAPE CHARTERS	984678000	2018	25	BOAT NOT IN DARE COUNTY FOR 6 MTHS	-193,030.00	-1,365.52
Total Tax Released:						-2,911.93

Refund Report for REAL ESTATE and PERSONAL PROPERTY

(Refunds over \$100.00)

MONTH: October

DATE RANGE: 10/1/2018 - 10/31/2018

SUBMITTED BY: Becky Huff

<u>Taxpayer Name</u>	<u>Parcel</u>	<u>Bill Yr</u>	<u>Reason</u>	<u>Amount</u>
LOWE'S HOME CENTER, INC	002746000	2015	Board of E&R Release	-13,380.98
LOWE'S HOME CENTER, INC	002746000	2016	Board of E&R Release	-13,380.98
LOWE'S HOME CENTER, LLC	002746000	2017	Board of E&R Release	-14,041.04
ROBIN'S RELIC, LLC	003802000	2018	Overpayment	-226.75
COPELAND, WILLIE T	004582008	2018	Overpayment	-200.00
SALAS, DANIEL J	004829000	2018	Overpayment	-1,201.47
RENAISSANCE CONSTRUCTION COMPANY INC	005087000	2018	Overpayment	-632.22
O'QUINN, FLOYD E &	007779000	2018	Overpayment	-620.00
JOHNSON, ALVIN B	008020000	2018	Overpayment	-2,595.03
JAMES, LINDA BETHEL	008075608	2018	Overpayment	-500.00
SPIVEY NAGS HEAD REAL ESTATE LLC	008703003	2018	Overpayment	-3,702.24
HUSSELL, CHRISTOPHER P	014088000	2018	Overpayment	-223.26
JOHNSON, GAYLE MARSHALL	014807000	2018	Overpayment	-1,796.06
UMPHLETT, JARROD THOMAS	017507000	2018	Overpayment	-798.57
TWIFORD LAND COMPANY, LLC	018089001	2018	Overpayment	-835.92
TWIFORD LAND COMPANY, LLC	018089002	2018	Overpayment	-662.58
TWIFORD LAND COMPANY, LLC	018089003	2018	Overpayment	-788.13
PERRY, GARY LEE	018365000	2015	Overpayment	-496.65
VENTURINO, LEE A	020019000	2018	Overpayment	-2,889.70
FELEY, EDWARD C II	020396000	2018	Overpayment	-100.00
GENTILCORE, DANIEL P TTEE	021494000	2018	Overpayment	-899.60
SCHMITZ, BARBARA F	021987000	2018	Overpayment	-1,202.10
CORDEIRO, MARK N	023319002	2018	Overpayment	-469.95
CRAGER, RUSSELL A	025709042	2018	Overpayment	-1,299.48
VERSCHAREN, JANET L	026128000	2018	Overpayment	-7,030.80
ARGIRO, VINCENT LOUIS TTEE	027505733	2018	Overpayment	-1,166.68
CHASE, JEFFREY M	029323000	2018	Overpayment	-5,710.42
CAHOON, CARLTON JOEDY	030801000	2018	Overpayment	-1,347.26
TILLET, GINGER	030803000	2018	Overpayment	-342.75
SALVO BEACH, LLC	031133000	2018	Overpayment	-852.47
MASTER HEATING & COOLING	980368000	2016	Overpayment	-467.64
OCCUPANCY TAX		2017	Vendor calculation error	-434.04
OCCUPANCY TAX		2017	Vendor calculation error	-462.96
OCCUPANCY TAX		2017	Vendor calculation error	-2,080.92
OCCUPANCY TAX		2017	Vendor calculation error	-3,557.70
OCCUPANCY TAX		2017	Vendor calculation error	-4,354.08
OCCUPANCY TAX		2018	Vendor calculation error	-2,835.90

Refund Report for REAL ESTATE and PERSONAL PROPERTY

(Refunds over \$100.00)

MONTH: October

DATE RANGE: 10/1/2018 - 10/31/2018

SUBMITTED BY: Becky Huff

<u>Taxpayer Name</u>	<u>Parcel</u>	<u>Bill Yr</u>	<u>Reason</u>	<u>Amount</u>
OCCUPANCY TAX		2017	Vendor calculation error	-1,870.20
OCCUPANCY TAX		2017	Vendor calculation error	-936.72
OCCUPANCY TAX		2017	Vendor calculation error	-407.34
OCCUPANCY TAX		2017	Vendor calculation error	-265.08
OCCUPANCY TAX		2018	Vendor calculation error	-106.19
OCCUPANCY TAX		2018	Vendor calculation error	-241.41
OCCUPANCY TAX		2018	Vendor calculation error	-894.88
OCCUPANCY TAX		2018	Vendor calculation error	<u>-1,759.86</u>
TOTAL REFUNDS:				-100,068.01



North Carolina Vehicle Tax System

OCTOBER 2018 REFUNDS OVER \$100

NCVTS Pending Refund report

Primary Owner	Secondary Owner	Address 1	Refund Type	Bill #	Refund Reason	Create Date	Interest Change	Total Change
BACKMAN, DOUGLAS BRIAN	BACKMAN, WINIFRED JO	809 LINDSEY LANE MANTEO, NC 27954	Proration	0042871446	Tag Surrender	10/17/2018	\$0.00	(\$104.97)
							\$0.00	(\$82.63)
							Refund	\$187.60
BENDAYAN, NEIL NISSIM		PO BOX 7333 KILL DEVIL HILLS, NC 27948	Proration	0043183316	Tag Surrender	10/04/2018	\$0.00	(\$75.05)
							\$0.00	(\$60.82)
							Refund	\$135.87
CELESIA, ANGELO JOHN JR	CELESIA, SHERRY OWENS	306 APOLLO CT KITTY HAWK, NC 27949	Proration	0038457408	Tag Surrender	10/19/2018	\$0.00	(\$94.29)
							\$0.00	(\$60.19)
							\$0.00	(\$8.02)
							Refund	\$162.50
DARDEN, BRENDA GASKINS		4013 IVY LN KITTY HAWK, NC 27949	Proration	0042409380	Tag Surrender	10/19/2018	\$0.00	(\$118.66)
							\$0.00	(\$75.74)
							\$0.00	(\$10.10)
							Refund	\$204.50
HERRING, GEORGE DANIEL		239 W WILKINSON ST KILL DEVIL HILLS, NC 27948	Proration	0042341466	Tag Surrender	10/11/2018	\$0.00	(\$95.22)
							\$0.00	(\$77.17)
							Refund	\$172.39
PURDIE, TIMOTHY JAMES	PURDIE, PAT CAROL	38 HAMMOCK DR MANTEO, NC 27954	Proration	0043496615	Tag Surrender	10/19/2018	\$0.00	(\$218.36)
							\$0.00	(\$171.90)
							Refund	\$390.26

TOTAL: \$1253.12

Tax Jurisdiction	District Type	Net Change
C99	COUNTY	(\$706.55)
T07	CITY	(\$137.99)
T08	CITY	(\$135.93)
T08BN	CITY	(\$18.12)
T10	CITY	(\$254.53)
TOTAL:		(\$1,253.12)

COMMISSIONERS' BUSINESS

MANAGER'S / ATTORNEY'S BUSINESS