



**COUNTY OF DARE**  
PO Box 1000, MANTEO, NC 27954

**DARE COUNTY BOARD OF COMMISSIONERS**

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

**Tuesday, September 08, 2020, 9:00 a.m.**

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

**AGENDA**

- 9:00 AM CONVENE, PRAYER, PLEDGE OF ALLEGIANCE**
- ITEM 1** Opening Remarks - Chairman's Update
- ITEM 2** Presentation of County Service Pins - September 2020
- ITEM 3** Public Comments
- ITEM 4** Deputy Tax Collector
- ITEM 5** Proclamation - Constitution Week
- ITEM 6** FY 2021 - 2027 Water Capital Improvements Plan
- ITEM 7** Contract & Budget Amendments for the Animal Shelter and COA Construction Projects
- ITEM 8** CIP Committee Recommendations College of the Albemarle Project Budget
- ITEM 9** Hwy 64/264 - Parcel 025550001, Manteo, NC
- ITEM 10** **Consent Agenda**
- 10. (1) Approval of Minutes
  - 10. (2) Water Department NCDOT Right of Way Encroachment Agreement for Cape Hatteras Well Project
  - 10. (3) Charge to the Tax Collector
  - 10. (4) Dare Soil and Water Conservation District Grant
  - 10. (5) DHHS Construction Project Capital Project Amendment
  - 10. (6) NCDOT Award of CARES Act Funds to Dare County Transportation Program
  - 10. (7) Dare County Health & Human Services-Public Health Div. Breaking Through Task Force - Public Awareness Campaign to Address Community Mental Health Grant
  - 10. (8) Dare County Health & Human Services- Public Health Div. - Strategic Planning Framework Grant
- ITEM 11** **Board Appointments**
- 11. (1) Albemarle Region Resource Conservation and Development Council, Inc.
  - 11. (2) Upcoming Board Appointments
- ITEM 12** **Commissioners' Business & Manager's/Attorney's Business**

***ADJOURN UNTIL 5:00 P.M. ON SEPTEMBER 21, 2020***



*Opening Remarks - Chairman's Update*

**Description**

Dare County Chairman Robert Woodard will make opening remarks.

**Board Action Requested**

Informational Presentation

**Item Presenter**

Chairman Robert Woodard, Sr.



*Presentation of County Service Pins - September 2020*

**Description**

The following employees are scheduled to receive service pins this month:

Danielle Stine, Elizabeth Rhodes, Elizabeth Bradley, Brooke Knight and Shannon Foltz, 10 year pins  
Kimberly Holder - 15 year pin  
Joseph slaughter - 15 year pin  
Spencer Gregory - 20 year pin  
Gregory Ball - 25 year pin

**Board Action Requested**

Approval

**Item Presenter**

Robert Outten, County Manager



*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.

Covid-19 changes:

Public comment may be presented to the Board by sending an email during the meeting to: [dcbo@darenc.com](mailto:dcbo@darenc.com)

**Board Action Requested**

Hear Public Comments

**Item Presenter**

Robert Outten, County Manager



*Deputy Tax Collector*

**Description**

Pursuant to N.C.G.S. 105-349, the County Manager will make a recommendation for the office of Dare County Deputy Tax Collector, with re-appointment for a term of four years.

**Board Action Requested**

Reappointment of the Deputy Tax Collector

**Item Presenter**

Robert Outten, County Manager



*Proclamation - Constitution Week*

**Description**

The Virginia Dare Chapter of the Daughters of the American Revolution (DAR) promotes the observance of the U.S. Constitution. The DAR is a patriotic organization that encourages education and historic preservation in communities across America. The Proclamation that follows is being presented to the Board of Commissioners to proclaim September 17 through 23 as Constitution Week.

**Board Action Requested**

Issue Proclamation

**Item Presenter**

Virginia Dare Chapter of the DAR



## CONSTITUTION WEEK PROCLAMATION

**WHEREAS:** It is the privilege and duty of the American people to commemorate the two hundred and thirty-third anniversary of the drafting of the Constitution of the United States of America with appropriate ceremony; and

**WHEREAS:** Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

**NOW, THEREFORE, BE IT RESOLVED,** that the Dare County Board of Commissioners do proclaim the week of September 17 through 23, 2020 as:

### *CONSTITUTION WEEK*

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Seal of the County of Dare to be affixed this 8<sup>th</sup> day of September, 2020.

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Robert Woodard, Sr., Chairman

Attest:

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Cheryl C. Anby, Clerk to the Board



*FY 2021 - 2027 Water Capital Improvements Plan*

**Description**

Please see the following Item Summary

**Board Action Requested**

Adopt the Capital Project Ordinance, the budget amendment for the Water Fund, and the budget amendment for the Water Capital Reserve Fund.

**Item Presenter**

David Clawson, Finance Director; Pat Irwin, Utilities Director



## **Item Summary: Water Capital Improvements Plan for FY 2021 – 2027**

Following this summary are:

- The **Water CIP** by year which also shows projected ending fund balances and revenue bond coverage from the Water Rate Model with this recommended CIP.
- The slides from the **PowerPoint** presentation (5 pages).
- The **Projects Detail** (5 pages).
- The **Capital Project Ordinance** for the Water Capital Projects Fund.
- A **Budget Amendment** for the Water Fund.
- A **Budget Amendment** for the Water Capital Reserve Fund (for specification to a project of prior year system development fees).

### Water CIP

The Water CIP is integrated with the 2020 *Water Rate Model* which generates the projected ending fund balances and revenue bond coverages at the bottom of the worksheet. Both Extension & Replacement (E&R) and total fund balances are maintained from 2021 through 2025 (last year of the model).

### Fund Balances

Note that fund balance levels are lower than the prior 5 years. Staff and the County's FA feel that given the conservative approach the Water Rate Model took with COVID-19 water use decreases, and the County's use of multi-year projections through the Rate Model for the CIP, fund balances, and coverages, that the lower fund balance levels will not be a debt ratings risk. As with the County CIP, the Water CIP will be re-evaluated next year once the final effects of COVID-19 are known.

### Revenue Bonds

Also note that the CIP uses a \$6.65 million revenue bond issue in 2025. Total debt service will decrease from \$2,327,038 in 2024 to \$1,510,788 in 2025. A term of 10 years for the bonds will set 2026 debt service to \$2,330,000, approximately equal to 2024 (or lower with a longer debt term).

### Projects

Note that project #5 adds to \$2,500,000 budgeted in FY2020 and project #6 adds to \$2,000,000 budgeted in FY2020.

County of Dare, NC

Water Fund

Recommended Capital Improvements Plan for FY's 2021-2027

#	Description	Source	Gross Project Amount	2021	2022	2023	2024	2025	2026	2027
Funds available:										
	Water Fund Operating Budget			\$50,000	\$160,000	\$180,000	\$280,000	\$140,000	\$150,000	\$0
	Water Revenue Bonds			-	-	-	-	6,650,000	-	-
	NRO Membrane Reserve			156,707	288,000	0	0	0	0	0
	Extension & Replacement Fund (E&R)			4,193,821	2,510,859	1,592,385	1,800,000	0	0	0
	Totals			\$4,400,528	\$2,958,859	\$1,772,385	\$2,080,000	\$6,790,000	\$150,000	\$0

Projects:										
1	Automated Meter Reading System per Feasibility Study	Distribution	\$ 5,500,000	\$ 2,000,000	\$ 1,500,000	\$ 1,000,000	\$ 1,000,000			
2	Frisco Area Distribution Building	South Dist	176,000	176,000						
3	CHP RO Units #1 & 2 Membrane Replacement	CH WTP	200,000	200,000						
4	Stumpy Point Water Tower Painting & Maintenance	North Dist	50,000	50,000						
5	NRO Plant Expansion - Replace Units #1-3 with 1.3 MGD Phase II	NRO WTP	1,876,328	1,876,328						
6	Hatteras WTP Wellfield Upgrade Phase II	CH WTP	98,200	98,200						
7	SCADA System Upgrade for WWTP & all WTP	Various WTP	644,802		644,802					
8	NRO RO Units #4 & 5 Membrane Replacement	NRO WTP	288,000		288,000					
9	Southern Shores Water Tower Painting & Maintenance	North Dist	160,000		160,000					
10	RWS RO Units #1 & 2 Membrane Replacement	RWS WTP	180,000		180,000					
11	Stumpy Point Wastewater Plant Membranes	St Pt WWTP	54,000		54,000					
12	RWS WTP 400 kW Diesel Generator	RWS WTP	132,057		132,057					
13	RWS WTP Roof & Siding	RWS WTP	195,000			195,000				
14	St Pt STEP System Upgrade	St Pt WWTP	96,000			96,000				
15	NRO WTP 1250kW Diesel Generator	NRO WTP	301,385			301,385				
16	Buxton 110k Tank Replacement	South Dist	800,000				800,000			
17	Duck 1MG Water Tower Painting & Maintenance	North Dist	180,000			180,000				
18	Buxton 400k Tank Painting & Maintenance	South Dist	140,000				140,000			
19	Roanoke Island 300k Water Tower Painting & Maintenance	North Dist	140,000				140,000			
20	NRO Arsenic Media Replacement	NRO WTP	350,000					350,000		
21	Hatteras 12" Water Line Replacement Buxton to Avon	South Dist	1,200,000					1,200,000		
22	Collington 300k Tank Painting & Maintenance	North Dist	140,000					140,000		
23	Hatteras 300k Tank Painting & Maintenance	South Dist	150,000						150,000	
24	Hatteras Distribution System Expansion	South Dist	2,100,000					2,100,000		
25	Skyco Nanofiltration Units #4 & 5 and Generator	Skyco WTP	3,000,000					3,000,000		
	Total expenditures		\$18,151,772	\$4,400,528	\$2,958,859	\$1,772,385	\$2,080,000	\$6,790,000	\$150,000	\$0
	Difference			\$0	\$0	\$0	\$0	\$0	\$0	\$0

	Actuals		Estimated	Projected				
	2018	2019	2020	2021	2022	2023	2024	2025
Actual/Projected Ending E&R Balance	\$ 13,741,509	\$ 14,162,648	\$ 12,916,494	\$ 10,380,112	\$ 9,373,112	\$ 9,182,423	\$ 8,615,078	\$ 10,722,095
Actual/Projected Total Fund Balances (Restricted, E&R and Surplus)	\$ 26,996,872	\$ 28,337,212	\$ 27,085,644	\$ 24,579,530	\$ 23,404,253	\$ 23,332,940	\$ 22,887,207	\$ 25,092,518
Actual/Projected Revenue Bond Coverage per Rate Model	2.00	2.52	2.00	2.07	1.92	1.89	1.87	2.84
Actual/Projected Revenue Bond Coverage w/20% of Surplus per Rate Model	4.15	4.82	4.23	4.10	3.72	3.67	3.60	5.79

# 2021 WATER CAPITAL IMPROVEMENTS PLAN

RECOMMENDED

## WATER CIP 2021 - 2027

- 7 YEAR PLAN
- DONE IN CONJUNCTION WITH THE WATER RATE MODEL
  - PROJECTS FUTURE WATER RATES & REVENUE BOND COVERAGE
  - PROJECTS FUTURE ANNUAL CAPITAL FUNDING
  - PROJECTS FUTURE ENDING FUND BALANCES BY TYPE
- FUND BALANCE TYPES DICTATED BY REVENUE BOND COVENANTS
  - RESTRICTED
  - E&R = EXTENSION & REPLACEMENT
  - SURPLUS
    - MINIMUM LEVELS PER COVENANTS & COUNTY POLICY
- MODEL & CASH BALANCES ARE SIGNIFICANT FACTORS IN AA+ REVENUE BOND DEBT RATING

## WATER CIP 2021 - 2027

- \$18,151,772 OVER 7 YEARS
- \$11,501,772 PAY AS YOU GO (PAYGO)
- \$6,650,000 REVENUE BOND ISSUE IN 2025
  - SAME YEAR AS DEBT SERVICE REDUCTION SO THAT TOTAL WILL NOT INCREASE
- REVENUE BOND COVERAGE STAYS ABOVE 1.87 TIMES
  - 1.5 TIMES REQUIRED PER POLICY
- MODEL ADDRESSED C-19 USAGE DECREASES
- BEGINNING E&R BALANCE = \$12.7M
- ENDING E&R BALANCE = \$11.5M
- BEGINNING TOTAL FUND BALANCE = \$27.1M
- ENDING TOTAL FUND BALANCE = \$25.1M

## AUTOMATIC METER READING (AMR) PROJECT

- SIX YEAR \$6.5 MILLION PROJECT FY 2019-2024



NORTH REVERSE OSMOSIS PLANT PROJECT PHASE II, \$1.8 MILLION UPDATING (3) UNITS FY 2021  
 SKYCO NANOFILTRATION PLANT PROJECT \$3 MILLION ADDING (2) UNITS FY 2025



ELEVATED WATER TANK MAINTENANCE (8) PROJECTS \$1.76 MILLION



- Stumpy Point Water Tank Painting & Maintenance FY 2021 \$50,000
- Southern Shores Water Tank Painting & Maintenance FY 2022 \$160,000
- Duck Water Tank Painting & Maintenance FY 2023 \$180,000
- Buxton Water 400k Tank Painting & Maintenance FY 2024 \$140,000
- Roanoke Island Water Tank Painting & Maintenance FY 2024 \$140,000
- Buxton 110k Water Tank Replacement FY 2024 \$800,000
- Colington Water Tank Painting & Maintenance FY 2025 \$140,000
- Cape Hatteras Water Tank Painting & Maintenance FY 2026 \$150,000

SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) CONTROL UPDATE \$644,800 FY 2022



REVERSE OSMOSIS MEMBRANE REPLACEMENT

Cape Hatteras WTP FY 2021 - \$200,000  
North RO WTP FY 2022 - \$288,000  
RWS WTP FY 2022 - \$180,000  
Stumpy Point WWTP FY 2022 - \$54,000



Spiral wound RO membrane

# EMERGENCY GENERATOR REPLACEMENT

RWS WTP 400 kW, FY 2022 - \$132,100  
North RO WTP 1,250 kW, FY 2023 - \$301,385



County of Dare, NC  
 Capital Improvement Projects  
 Fiscal Year 2021 through Fiscal Year 2026 Capital Improvements Plan  
 Project Descriptions

**Fiscal Year 2021 Projects**

- Project:** Automated Meter Reading System  
**Cost Estimate:** \$2,000,000.00  
**Fiscal Year:** 2021  
**Description/Comments:** Continued implementation of purchasing and installing drive-by automated meter reading and billing system. \$1,400,000 budgeted in prior years.
- Project:** NRO Plant Expansion (RO Units 1, 2, 3 Upgrade (Phase 2))  
**Cost Estimate:** \$1,876,328.00  
**Fiscal Year:** 2021  
**Description/Comments:** Replacement of RO Units 1, 2 & 3 - 1.0 MGD membrane skids with new 1.3 MGD treatment skids. The project will replace 30 year old membrane treatment skids and provide an additional 900,000 GPD of production capacity. The design-build project includes engineering design, permitting and construction. The scope of work includes new pumps, motors, membranes, updated clean-in-place system and plant raw water piping upgrades to improve capacity & reliability. \$2,500,000 budgeted in prior year.
- Project:** Frisco Area Distribution Building  
**Cost Estimate:** \$176,000.00  
**Fiscal Year:** 2021  
**Description/Comments:** Build an operations & maintenance building for water line service in the South Cape Hatteras area. At this time all parts and equipment are stored in Rodanthe, NC. This will allow better service to the Avon to Hatteras Village water systems.
- Project:** Cape Hatteras Treatment Plant Membrane Replacement  
**Cost Estimate:** \$200,000.00  
**Fiscal Year:** 2021  
**Description/Comments:** Replace a quantity of 252 (8-inch) 430 sq. ft. membranes on RO Units 1 & 2. The membranes have been in service since January 2013.
- Project:** Stumpy Point Elevated Tank Painting & Maintenance  
**Cost Estimate:** \$50,000.00  
**Fiscal Year:** 2021  
**Description/Comments:** Engineering services and exterior painting and



maintenance of 80K spheroid elevated storage tank.

**Project:** Cape Hatteras Well Field Upgrade Phase 2  
**Cost Estimate:** \$98,200.00  
**Fiscal Year:** 2021  
**Description/Comments:** Amount needed to complete construction of two new RO Wells and 2 ½ miles of raw water main. The Cape Hatteras RO Plant currently utilizes two RO Wells as the main raw water source. Additional wells are needed to ensure the aquifer withdrawals are spread out over a wider area. The current situation is not sustainable. \$2,000,000 budgeted in prior year.

### Fiscal Year 2022 Projects

**Project:** Automated Meter Reading System  
**Cost Estimate:** \$1,500,000.00  
**Fiscal Year:** 2022  
**Description/Comments:** Continued implementation of purchasing and installing drive-by automated meter reading and billing system.

**Project:** Supervisory Control & Data Acquisition (SCADA) System Upgrade for all Water and Wastewater Plants  
**Cost Estimate:** \$644,802.00  
**Fiscal Year:** 2022  
**Description/Comments:** Current software can no longer be supported.

**Project:** NRO Units 4 & 5 Membrane Replacement  
**Cost Estimate:** \$288,000.00  
**Fiscal Year:** 2022  
**Description/Comments:** Replacement of RO Units 4 & 5 1<sup>st</sup> and 2<sup>nd</sup> stage 400 sq. ft. membranes (360). Membranes have been in service since 2013.

**Project:** Southern Shores Water Tower Maintenance  
**Cost Estimate:** \$160,000.00  
**Fiscal Year:** 2022  
**Description/Comments:** Engineering Services and exterior painting and maintenance of elevated storage “legged” style tank.

**Project:** RWS RO Units 1 & 2 Membrane Replacement  
**Cost Estimate:** \$180,000.00  
**Fiscal Year:** 2022  
**Description/Comments:** Replace a quantity of 216 (8-inch) membranes on RO Units 1 & 2. Membranes have been in service since 2008.

**Project:** Stumpy Point Wastewater Plant Membrane Replacement  
**Cost Estimate:** \$54,000.00  
**Fiscal Year:** 2022  
**Description/Comments:** Replace Stumpy Point micro-filter membranes.  
**Project:** RWS WTP 400kW Emergency Diesel Generator  
**Cost Estimate:** \$132,057.00  
**Fiscal Year:** 2022  
**Description/Comments:** Replace the 25 year old generator with a new one.

**Fiscal Year 2023 Projects**

**Project:** Automated Meter Reading System  
**Cost Estimate:** \$1,000,000.00  
**Fiscal Year:** 2023  
**Description/Comments:** Continued implementation of purchasing and installing drive-by automated meter reading and billing system.

**Project:** RWS Water Treatment Plant Roof & Siding  
**Cost Estimate:** \$195,000.00  
**Fiscal Year:** 2023  
**Description/Comments:** Replace the water treatment plant roof & siding.

**Project:** Stumpy Point Septic Tank Effluent Pump (STEP) System Repair  
**Cost Estimate:** \$96,000.00  
**Fiscal Year:** 2023  
**Description/Comments:** Repair and update the STEP System controls in the Stumpy Point Wastewater Collection System.

**Project:** NRO WTP 1,250kW Emergency Diesel Generator  
**Cost Estimate:** \$301,385.00  
**Fiscal Year:** 2023  
**Description/Comments:** Replace the 30 year old generator with a new one.

**Project:** Duck Water Tower Maintenance  
**Cost Estimate:** \$180,000.00  
**Fiscal Year:** 2023  
**Description/Comments:** Engineering services and exterior painting and maintenance of 500K hydro pillar elevated storage tank.

**Fiscal Year 2024 Projects**

**Project:** Automated Meter Reading System  
**Cost Estimate:** \$1,000,000.00  
**Fiscal Year:** 2024  
**Description/Comments:** Continued implementation of purchasing and installing drive-by

automated meter reading and billing system.

**Project:** Buxton 100K Tank Replacement  
**Cost Estimate:** \$800,000.00  
**Fiscal Year:** 2024  
**Description/Comments:** Engineering Design and Construction of a Buxton 100K spheroid tank to replace 100K legged tank constructed in 1968.

**Project:** Buxton 400K Tank Maintenance  
**Cost Estimate:** \$140,000.00  
**Fiscal Year:** 2024  
**Description/Comments:** Engineering services and exterior painting and maintenance of 400K spheroid elevated storage tank.

**Project:** Roanoke Island 300K Water Tower Maintenance  
**Cost Estimate:** \$140,000.00  
**Fiscal Year:** 2024  
**Description/Comments:** Engineering services and exterior painting and maintenance of 300K spheroid elevated storage tank.

**Fiscal Year 2025 Projects**

**Project:** NRO Arsenic Media Replacement  
**Cost Estimate:** \$350,000.00  
**Fiscal Year:** 2025  
**Description/Comments:** Replacement of spent first bank arsenic filter media. The media has been in service since 2005. The original GFH media is still in service and the first bank is removing 75% and the second bank 100% of the arsenic.

**Project:** Cape Hatteras 12" Water Line Replacement Buxton to Avon  
**Cost Estimate:** \$1,200,000.00  
**Fiscal Year:** 2025  
**Description/Comments:** Current 12" Water Line has a history of horizontal cracking and this is the only water line from Buxton to Avon.

**Project:** Colington 300K Water Tank Painting & Maintenance  
**Cost Estimate:** \$140,000.00  
**Fiscal Year:** 2025  
**Description/Comments:** Engineering services and exterior painting and maintenance of 300K spheroid elevated storage tank.

**Project:** Hatteras Island Water System Expansion  
**Cost Estimate:** \$2,100,000.00  
**Fiscal Year:** 2025  
**Description/Comments:** Water system expansion to extend water lines to streets with improved properties currently not served by the Dare County Water System. Some of the residents on these streets have previously paid the Cape Hatteras Water Association Impact Units (Impact Fees) and do not have access to water.

**Project:** Add Skyco Nanofiltration Units 4 & 5  
**Cost Estimate:** \$3,000,000.00  
**Fiscal Year:** 2022  
**Description/Comments:** Install remaining two nanofiltration units to replace anion exchange units at Skyco WTP.

**Fiscal Year 2026 Projects**

**Project:** Hatteras 300K Water Tower Maintenance Tank Painting  
**Cost Estimate:** \$150,000.00  
**Fiscal Year:** 2026  
**Description/Comments:** Engineering services and exterior painting and maintenance of 300K elevated storage tank.

**County of Dare, North Carolina  
Capital Project Ordinance  
for  
Approved FY 2021 Water CIP Projects**

BE IT ORDAINED by the Board of Commissioners of the County of Dare, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is adopted:

Section 1            The projects authorized are those per the adopted 2020 CIP approved by the Board on 8/19/2019.

Section 2            The following budget shall be conducted within the Water Capital Projects Fund (fund #38).

Section 3            The following amounts are appropriated for the projects:

AMR System	385815-737235-38047	\$2,000,000
NRO Plant Expansion	385813-737201-38052	\$1,876,328
Frisco Area Distribution Building	385811-737350-38054	\$176,000
CHP RO Units #1 & #2 Membrane Replacement	385811-737203-38055	\$200,000
Hatteras WTP Wellfield Upgrade Phase II	385811-737223-38049	\$98,200

Section 4            The following revenues are anticipated to be available to complete the projects:

Transfer from Water Capital Reserve Fund (E&R)	383090-473700-38047	\$397,257
Transfer from Water Fund (E&R)	383090-473600-38047	\$1,602,743
Transfer from Water Fund (E&R)	383090-473600-38052	\$1,719,621
Transfer from Water Fund (E&R NMR)	383090-473600-38052	\$156,707
Transfer from Water Fund (E&R)	383090-473600-38054	\$176,000
Transfer from Water Fund (E&R)	383090-473600-38055	\$200,000
Transfer from Water Fund (E&R)	383090-473600-38049	\$98,200

Section 5            The amount transferred from the Water Capital Reserve Fund is the amount of impact fees collected in fiscal year 2020 and are hereby identified as to use by project number per the requirements of a Resolution adopted by the Board on July 1, 2018.

Section 6            The Finance Officer is directed to report the financial status of the project as a part of the normal monthly reporting process.

Section 7            Copies of this capital project ordinance shall be furnished to the Budget Officer, the Finance Officer and to the Clerk to the Board of Commissioners.

Adopted this 8<sup>th</sup> day of September, 2020.

\_\_\_\_\_ copy \_\_\_\_\_  
Chairman, Board of Commissioners

[SEAL]

\_\_\_\_\_ copy \_\_\_\_\_  
Cheryl Anby, Clerk to the Board of Commissioners

# DARE COUNTY

## BUDGET AMENDMENT

F/Y 2020-2021

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
<b>Department:</b>					
Water Fund					
<u>Revenues:</u>					
Appropriated fund balance E&R	363800	499900	38047	\$1,602,743	
Appropriated fund balance E&R	363800	499900	38052	\$1,719,621	
Appropriated fund balance E&R membrane reserve	363800	499900	38052	\$156,707	
Appropriated fund balance E&R	363800	499900	38054	\$176,000	
Appropriated fund balance E&R	363800	499900	38055	\$200,000	
Appropriated fund balance E&R	363800	499900	38049	\$98,200	
Appropriated fund balance E&R	363800	499900		\$50,000	
<u>Expenditures:</u>					
Transfer to Water Capital Projects Fund	364815	590138	38047	\$1,602,743	
Transfer to Water Capital Projects Fund	364813	590138	38052	\$1,719,621	
Transfer to Water Capital Projects Fund	364813	590138	38052	\$156,707	
Transfer to Water Capital Projects Fund	364811	590138	38054	\$176,000	
Transfer to Water Capital Projects Fund	364811	590138	38055	\$200,000	
Transfer to Water Capital Projects Fund	364811	590138	38049	\$98,200	
Repairs & Maintenance - Towers	364819	511514		\$50,000	

Explanation:

Water 2021 CIP Adopted on 9/8/2020

**Approved by:**

Board of \_\_\_\_\_ Date: \_\_\_\_\_

Commissioners: \_\_\_\_\_ copy \_\_\_\_\_ Date: \_\_\_\_\_  
(sign in red)

County

<i>Finance only:</i>			
Manager: _____	copy _____		
Date entered: _____	Entered by: _____	Reference number: _____	

# DARE COUNTY

## BUDGET AMENDMENT

F/Y 2020-2021

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
<b>Department:</b> Water Capital Reserve Fund					

Revenues:

Appropriated fund balace E&R                      373800      499900      38047                      \$397,257

Expenditures:

Transfer to Water Capital Projects Fund                      374820      590138      38047                      \$397,257

Explanation:

Water 2021 CIP Adopted on 9/8/2020 - transfer and identification of water impact fee use.

**Approved by:**

Board of \_\_\_\_\_ Date: \_\_\_\_\_

Commissioners: \_\_\_\_\_ copy \_\_\_\_\_ Date: \_\_\_\_\_  
(sign in red)

County

<i>Finance only:</i> Manager: _____ copy _____ Date entered: _____ Entered by: _____ Reference number: _____
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*Contract and Budget Amendments for the Animal Shelter and College of the Albemarle Construction Projects*

**Description**

Please see the following Item Summary.

**Board Action Requested**

Approve Whiting Turner contract amendments 5.1, 5.3, 5.5, 5.9, 5.10, 5.11, & 5.12. Approve Barnhill demolition GMP contract amendment. Adopt the amendment to the capital project ordinance

**Item Presenter**

David Clawson, Finance Director



**Item Summary: Contract and Budget Amendments for the Animal Shelter and College of the Albemarle Construction Projects**

The board is asked to approve eight contract amendments for the Animal Shelter construction project and one contract amendment for the College of the Albemarle construction project.

**Animal Shelter:**

Presented are seven contract amendments, all decreases resulting from value engineering by Brent Johnson, Dare County Project Manager and Whiting Turner. These decrease the Whiting Turner guaranteed maximum price (GMP) by \$160,747. Also presented is one contract amendment increase of \$83,182 to pave the entrance drive to the building. A summary of change orders follows this page.

Also presented is a decrease of \$49,621 to the FF&E budget resulting from the re-use of 60 cat cages (of 130 total).

Until project completion is closer, the savings are added to the owner's contingency.

**College of the Albemarle:**

Presented is the Barnhill Construction Company GMP for demolition of \$369,032. The estimate and budget was \$400,000. \$10,000 is added to owner costs for a hazardous materials monitoring contract and the balance of \$20,968 is added to the owner's contingency

Following this Item Summary are:

- Animal Shelter change order listing.
- Amendment to the Capital Project Ordinance for the Series 2020B Limited Obligation Bonds.
- The budget summary for the S2020B LOBs.
- COA/Barnhill GMP detail
- COA/Barnhill GMP general conditions detail
- COA/Barnhill GMP Contract Amendment
- Animal Shelter/Whiting Turner Contract Amendments #5.0, 5.1, 5.3, 5.5, 5.9, 5.10, 5.11, and 5.12

The Board is requested to approve Whiting Turner contract amendments 5.1, 5.3, 5.5, 5.9, 5.10, 5.11, & 5.12; approve the Barnhill demolition GMP contract amendment; and adopt the amendment to the capital project ordinance.

Dare County Animal Shelter  
Whiting Turner GMP

	<u>Change</u>	<u>Status</u>		<u>Open</u>
	<u>Order</u>			<u>Estimate</u>
Contract guaranteed maximum price			\$ 5,872,839	
<u>Contract Amendments:</u>				
Concrete pads & bollards for LP tanks	1	executed	7,987	
Steel thermal bridging	2	executed	1,912	
Slab detail at CMU walls	3	pricing		1,185
Door hardware scope changes	4	pricing		(30,000)
15,000 gallon liquid propane tank removed	5	ready	(69,327)	
Change electrical connectors from copper to aluminum	5.1	ready	(16,330)	
Change 50% of LVT flooring to sealed concrete	5.2	pricing		(10,058)
Remove landscaping - County carried budget	5.3	ready	(10,774)	
Remove sign - County carried budget	5.5	ready	(7,168)	
WT Field Office - County provided space	5.9	ready	(23,162)	
Remove building permit cost	5.1	ready	(7,051)	
Remove K-9 turf	5.11	ready	(26,935)	
Pave entrance drive from Airport Road	5.12	ready	83,182	
Net estimate of CO's 6 - 19		pricing		(6,480)
			(67,666)	(45,353)
<b>Current GMP with executed CO's</b>			<b>\$ 5,805,173</b>	

**County of Dare, North Carolina  
Capital Project Ordinance  
For Series 2020B LOBs**

BE IT ORDAINED as authorized by the Board of Commissioners of the County of Dare, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted for the planned Series 2020B Limited Obligation Bonds.

Section 1 This ordinance is to update the project budget for the Animal Shelter and for the College of the Albemarle project. This ordinance amends the capital project ordinance adopted 9/18/2017, and amended on 8/6/2018, 1/22/2019, 2/4/2019, 6/3/2019, 6/17/2019, 7/15/2019, 7/16/2019, 8/5/2019, 12/2/2019, 12/16/2019, 1/21/2020, 2/4/2020, 3/16/2020, 4/6/2020, 6/12/2020, 8/14/2020, and 8/17/2020.

Section 2 The following budget shall be conducted within the Capital Projects Fund (fund #61).

Section 3 The following appropriations are increased as indicated:

**Animal Shelter Project:**

Guaranteed Maximum price	615550-737500-60339	\$67,666 decrease
FF&E	615550-737406-60339	\$49,621 decrease
Owner's contingency	615550-750000-60339	\$117,287 increase

**College of the Albemarle Project:**

Demolition – guaranteed maximum price	615676-737520-60332	\$369,032 increase
Demolition & Abatement	615676-737008-60332	\$400,000 decrease
Owner costs	615676-737002-60332	\$10,000 increase
Owner's contingency	615676-750000-60332	\$20,968 increase

Section 4 The following revenues are additionally anticipated to be available to complete the project as changed below:

Debt proceeds S2020B LOBs	613090-470318-98726	no change
---------------------------	---------------------	-----------

Section 5 After this amendment, the following amounts are budgeted for the S2020 LOBs to date:

COA	\$1,703,403	no change
Animal Shelter	\$6,596,988	no change
DHHS buildings	\$5,738,583	
Manteo HS roof	\$1,000,000	
Manteo property & renovations	\$781,959	
Buxton property	\$320,043	
EMS equipment 2020 CIP	\$1,498,316	
Total		\$17,639,292 no change

Section 6 The Finance Officer is directed to report the financial status of the project as a part of the normal ongoing financial reporting process.

Section 7 Copies of this capital project ordinance shall be furnished to the Budget Officer, the Finance Officer and to the Clerk to the Board of Commissioners.

Adopted this 8<sup>th</sup> day of September, 2020.

\_\_\_\_\_ copy \_\_\_\_\_  
Chairman, Board of Commissioners

[SEAL] \_\_\_\_\_ copy \_\_\_\_\_  
Cheryl Anby, Clerk to the Board of Commissioners

	Account Number		Through 2/4/2020	3/16/2020	4/6/2020	5/4/2020	5/5/2020	6/1/2020	6/1/2020	8/14/2020 8/17/2020	9/8/2020	Totals
<b>Revenues</b>												
Debt proceeds S2020B LOBS	613090 470318	98726	5,222,021	6,206,048	57,096	-	-	1,000,000	5,154,127	-		17,639,292
OB SPCA Fundraising	613090 tbd	60339	-									-
												17,639,292
<b>Expenditures</b>												
<b>COA Project</b>												
Architect	615676 710900	60332	937,969									937,969
Construction testing	615676 710911	60332	150,000									150,000
Owner costs	615676 737002	60332	80,500							10,000		90,500
Demolition & abatement	615676 737008	60332	400,000							(400,000)		-
Guaranteed Maximum Price - Der	615676 737520	60332									369,032	369,032
CMAR preconstruction services	615676 737500	60332	109,089									109,089
Architect expenses	615675 710912	60332	10,000									10,000
Pwner's contingency	615676 750000	60332									20,968	20,968
Fiber move & new install	615676 737526	60332	15,845									15,845
												1,703,403
<b>Animal Shelter</b>												
Guaranteed Maximum Price	615550 737520	60339		5,872,839							(67,666)	5,805,173
Architect	615550 710900	60339	230,980						24,865			255,845
Construction testing	615550 710911	60339	14,800			9,511						24,311
Architect additional services	615550 710912	60339	14,760									14,760
Owner costs	615550 737002	60339	20,000	5,000					11,300			36,300
Builders Risk	615550 735400	60339		15,000		(15,000)						-
CMAR preconstruction services	615550 737500	60339	110,400	(110,400)								-
FF&E and Owner Supplied	615550 737406	60339		206,023							(49,621)	156,402
Fiber to building	615550 737570	60339		15,000								15,000
Network wiring	615550 737409	60339		20,086								20,086
Landscaping by owner	615550 737003	60339		10,000								10,000
Electric & other utilities	615550 737517	60339		30,000								30,000
Sign	615550 737451	60339		7,500								7,500
Card readers & security system	615550 737454	60339		15,000		11,763						26,763
Permits & other	615550 737501	60339		10,000								10,000
Owner's contingency	615550 750000	60339		110,000		5,489	(11,763)			(36,165)	117,287	184,848
												6,596,988
<b>Manteo High School Roof Replacement</b>												
Roof replacements - 2 sections	635675 711515	98660						1,000,000				1,000,000
												1,000,000
<b>DHHS Project</b>												
Architect	615620 710900	60337	440,895		52,096							492,991
Architect expenses	615620 710912	60337	-		5,000							5,000
Construction testing	615620 710911	60337	20,000									20,000
Owner costs	615620 737002	60337	25,000									25,000
CMAR GMP & precon	615620 737500	60337	41,465					4,811,473				4,852,938
FF&E	615620 737406	60337						129,378				129,378
Sec sys, readers, replace door lock	615620 737454	60337						81,654				81,654
Permits & other	615620 737501	60337						32,916				32,916
Owner's contingency	615620 750000	60337						98,706				98,706
												5,738,583
<b>Manteo Property</b>												
Land & building purchase	615490 737101	60340	712,338									712,338
Renovations	615490 737006	60340	69,621									69,621
												781,959
<b>Buxton Property</b>												
Land & building purchase	615490 737101	60341	320,043									320,043
												320,043
<b>CIP Equipment</b>												
EMS MD Computers	615531 737437	60342	365,200									365,200
Cardiac monitors	615531 737437	60344	1,133,116									1,133,116
												1,498,316
			5,222,021	6,206,048	57,096	-	-	1,000,000	5,154,127	-		17,639,292



## Building Demo/Abatement GMP

College of the Albemarle

New Academic Building

Dare County

Estimate Date:

1 - Building Demolition

August 14, 2020

Costs

Cost / SQFT

<b>Division 2: Site Work</b>		
BP0205 - Demolition & Abatement	\$ 254,300	\$ 4.04
<b>Subtotal Subcontract Costs</b>	<b>\$ 254,300</b>	<b>\$ 4.04</b>
SUBGUARD BONDING	\$ 3,052	\$ 0.05
<b>Subcontract Costs with Bonds</b>	<b>\$ 257,352</b>	<b>\$ 4.08</b>
CONSTRUCTION CONTINGENCY	\$ 7,721	\$ 0.12
<b>Cost of Work Subtotal</b>	<b>\$ 265,072</b>	<b>\$ 4.21</b>
CMAR GENERAL CONDITIONS	\$ 84,447.00	\$ 1.34
CMAR INSURANCES & BONDS	\$ 6,259.19	\$ 0.10
CM FEE	\$ 13,253.61	\$ 0.21
<b>Totals</b>	<b>\$ 369,032</b>	<b>\$ 5.86</b>



College of Albemarle - Phase 1 Demo/Abatement  
General Conditions

8/14/2020

Code	Description	Qty	Unit	Raw Labor	All-in Labor	Unit Cost Material	Sub	Equipt	All-in Labor	Total Cost Material	Sub	Equipt	Item Total
<b>GENERAL CONDITIONS - Management</b>													
<b>IA. Management Staff Phase 1 (2 Month Demo)</b>													
	Senior PM - Nick McKeel	1	wks	5,192.31	5,192				5,192	0	0	0	5,192
	Project Manager - Clint Hardison	4	wks	3,075.00	3,075				12,300	0	0	0	12,300
	Assist Project Manager	0	wks	2,884.62	2,885				0	0	0	0	0
	Project Engineer - TBD	0	wks	2,307.69	2,308				0	0	0	0	0
	Superintendent - Scott Adams	8	wks	3,400.00	3,400				27,200	0	0	0	27,200
	Assist Superintendent - TBD	0	wks	0.00	0				0	0	0	0	0
	Assist Superintendent - TBD	0	wks	0.00	0				0	0	0	0	0
<b>IB. Management Staff Phase 2 (12 Months)</b>													
	Senior PM - Nick McKeel	0	wks	5,192.31	5,192				0	0	0	0	0
	Project Manager - Clint Hardison	0	wks	3,075.00	3,075				0	0	0	0	0
	Assist Project Manager		wks	2,884.62	2,885				0	0	0	0	0
	Project Engineer - TBD	0	wks	2,307.69	2,308				0	0	0	0	0
	Superintendent - Scott Adams	0	wks	3,400.00	3,400				0	0	0	0	0
	Out of Town Expenses	9	wks				625.00		0	0	5,625	0	5,625
	BIM Manager - (Part-Time)	0	wks	2,675.00	2,675				0	0	0	0	0
<b>SUBTOTAL -Management Staff</b>									<b>44,692</b>	<b>0</b>	<b>5,625</b>	<b>0</b>	<b>50,317</b>
<b>II. Staff Vehicles</b>													
	Vehicle for Senior Project Manager	0	mo.		0		1,200.00		0	0	240	0	240
	Vehicle for Project Manager	1	mo.		0		1,200.00		0	0	1,200	0	1,200
	Vehicle for APM	0	mo.				0.00		0	0	0	0	0
	Vehicle for Sr. Superintendent	0	mo.		0		1,385.00		0	0	0	0	0
	Vehicle for Superintendent	2	mo.		0		1,385.00		0	0	2,770	0	2,770
	Vehicle for Asst. Superintendent	0	mo.				1,385.00		0	0	0	0	0
<b>SUBTOTAL - Staff Vehicles</b>									<b>0</b>	<b>0</b>	<b>4,210</b>	<b>0</b>	<b>4,210</b>
<b>III. Staff Office</b>													
	Office Rental #1	2	mo.		0		1,650.00		0	0	3,300	0	3,300
	Office Set-up and Break Down	0.5	ls		0	2,500.00	5,000.00		0	1,250	2,500	0	3,750
	Office Utility Hook-Up	1	ls		0		2,000.00		0	0	2,000	0	2,000
	Office Utility usage charges	2	ls		0		300.00		0	0	600	0	600
	Computers, IT and Software	1	ls		0		1,500.00		0	0	1,500	0	1,500
	Internet System Setup-up, Access and usage	2	mo.		0		400.00		0	0	800	0	800
	Copier and Equipment	2	mo.		0		450.00		0	0	900	0	900
	Office Supplies	2	mo.		0		250.00		0	0	500	0	500
	Misc. Duplication and Printing	2	mo.		0		200.00		0	0	400	0	400
	Mobile Phones	2	mo.		0		350.00		0	0	700	0	700
	Drinking water	2	mo.		0		100.00		0	0	200	0	200
	Project Sign	1	ls		0		1,000.00		0	0	1,000	0	1,000
	Other Misc. Office Costs	2	mo.		0		350.00		0	0	700	0	700
<b>SUBTOTAL - Staff Office</b>									<b>0</b>	<b>1,250</b>	<b>15,100</b>	<b>0</b>	<b>16,350</b>
<b>TOTAL - GENERAL CONDITIONS - Management</b>									<b>44,692</b>	<b>1,250</b>	<b>24,935</b>	<b>0</b>	<b>70,877</b>



College of Albemarle - Phase 1 Demo/Abatement  
General Conditions

8/14/2020

Code	Description	Qty	Unit	Raw Labor	All-in Labor	Unit Cost Material	Sub	Equipt	All-in Labor	Total Cost Material	Sub	Equipt	Item Total
<b>OTHER GENERAL CONDITIONS</b>													
<b>I. Safety, Security and Services</b>													
	Safety Equipment/OSHA Compliance	2 mo.			0		300.00		0	0	600	0	600
	Construction Layout & Control - In Cost of Work	0 crw-hr			0		240.00		0	0	0	0	0
	Identification Badges	0 ea.			0		12.50		0	0	0	0	0
	Background Checks	0 ea.			0		20.00		0	0	0	0	0
	First Aid Supplies	2 mo.			0	25.00			0	50	0	0	50
	Temporary Roads / Crane Paths - In Cost of Work	0 sf			0		0.50		0	0	0	0	0
	Construction Fencing - In Cost of Work	0 lnft			0		4.00		0	0	0	0	0
	Misc. Building Protection	1 mo.			0		1,250.00		0	0	1,250	0	1,250
	Fire Extinguishers	10 ea.			0	75.00			0	750	0	0	750
	Barricades / Rails	0 ls			0		7,500.00		0	0	0	0	0
	Dumpster Rental	1 mo.			0		150.00		0	0	150	0	150
	Dumpster Pull Fees	4 ea.			0		125.00		0	0	500	0	500
	Dumpster Dump Fees	25 tn			0		58.00		0	0	1,450	0	1,450
	Clean Streets - In Cost of Work	0 mo.			0		250.00		0	0	0	0	0
	Security Guard / Night Watchman	0 mo.			0.00		5,000.00		0	0	0	0	0
	Daily Cleanup & Misc. work - In Cost of Work	0 wks		0.00	0.00	0.00	2,240.00		0	0	0	0	0
	Final Cleanup - <b>Cost of Work</b>	0 sf			0		0.32		0	0	0	0	0
<b>SUBTOTAL - SAFETY, SECURITY AND SERVICES</b>					<b>0</b>				<b>0</b>	<b>800</b>	<b>3,950</b>	<b>0</b>	<b>4,750</b>
<b>II. Facilities, Equipment and Services</b>													
	Transit / level	0 ls			0	1,500.00			0	0	0	0	0
	Camera	0 ls			0	550.00			0	0	0	0	0
	Tool / Utility Trailer / Connex	2 mo.		35.00	68	0.00	0.00	100.00	70	0	0	200	270
	Tool / Utility Trailer Setup	1 times		150.00	291	150.00	150.00		150	150	150	0	450
	Temporary Lighting / Wiring - <b>IN COST OF WORK</b>	0 sf			0		0.00		0	0	0	0	0
	Temp. Power Hook-up - <b>IN COST OF WORK</b>	0 ea.			0		1,000.00		0	0	0	0	0
	Temporary Power Usage	2 mo.			0	0.00	1,250.00		0	0	2,500	0	2,500
	Permanent Power Usage	0 mo.			0	0.00	6,000.00		0	0	0	0	0
	Temporary Water Usage	2 mo.			0		150.00		0	0	300	0	300
	Temporary Heat	0 mo.			0	0.00	2,000.00		0	0	0	0	0
	Temporary Cooling	0 ls			0	0.00	2,000.00		0	0	0	0	0
	Temporary Toilets	2 mo.			0		750.00		0	0	1,500	0	1,500
	Jobsite Signs (DOT and Safety)	0 ls		100.00	194	4,000.00			0	0	0	0	0
	Miscellaneous Equipment Rental	0 mo.			0			1,250.00	0	0	0	0	0
	Fuel / Repairs / Maintenance	0 mo.			0	300.00			0	0	0	0	0
<b>SUBTOTAL - FACILITIES, EQUIPMENT AND SERVICES</b>					<b>553</b>				<b>220</b>	<b>150</b>	<b>4,450</b>	<b>200</b>	<b>5,020</b>



College of Albemarle - Phase 1 Demo/Abatement  
General Conditions

8/14/2020

Code	Description	Qty	Unit	Raw Labor	All-in Labor	Unit Cost Material	Sub	Equipt	All-in Labor	Total Cost Material	Sub	Equipt	Item Total
<b>III. Vertical Hoisting</b>													
	Hoist	0 mo.			0		8,000.00		0	0	0	0	0
	Forklift Rental	0 mo.			0			1,850.00	0	0	0	0	0
	Forklift Operator/Field Worker	0 wks		800.00	0	0.00			0	0	0	0	0
	Fuel / Repairs / Maintenance	0 mo.			0	125.00			0	0	0	0	0
	Trash chutes	0 mo.			0		900.00		0	0	0	0	0
	Small Tools	2 mo.			0	400.00			0	800	0	0	800
	Elevator Protection	0 ls		250.00	485	1,500.00		0.00	0	0	0	0	0
<b>SUBTOTAL - VERTICAL HOISTING</b>					<b>485</b>				<b>0</b>	<b>800</b>	<b>0</b>	<b>0</b>	<b>800</b>
<b>IV. Reproduction and Printing</b>													
	Budget Documents	0 ls			0	1,200.00			0	0	0	0	0
	Bidding Documents	0 sets			0	200.00			0	0	0	0	0
	Plan Printing	0 ls			0	2,500.00			0	0	0	0	0
	Bidding Documents Delivery	0 ea.			0		45.00		0	0	0	0	0
	Postage and Delivery Expense	0 mo.			0	100.00			0	0	0	0	0
<b>SUBTOTAL - REPRODUCTION AND PRINTING</b>					<b>0</b>				<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>V. Quality Control</b>													
	QC Supplies / Materials	0 wks			0	75.00			0	0	0	0	0
	3rd Party Scheduler	1 ls					3,000.00		0	0	3,000	0	3,000
<b>SUBTOTAL - QUALITY CONTROL</b>					<b>0</b>				<b>0</b>	<b>0</b>	<b>3,000</b>	<b>0</b>	<b>3,000</b>
<b>VI. Permits and Special Fees</b>													
	Building Permit Fees - IN COST OF WORK	1 ls			0		0.00		0	0	0	0	0
	Privilege License	ls			0		0.00		0	0	0	0	0
	Other Fees Allowance	0 ls			0		20000.00		0	0	0	0	0
<b>SUBTOTAL - PERMITS AND SPECIAL FEES</b>					<b>0</b>				<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>IX. Other Costs</b>													
	Bonds - In Estimate						0.00				0		0
	Insurance Premiums - In Estimate						0.00				0		0
	North Carolina State Sales Tax	0 ls			0		0.00		0	0	0	0	0
<b>SUBTOTAL - OTHER COSTS</b>					<b>0</b>				<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL - OTHER GENERAL CONDITIONS</b>									<b>220</b>	<b>1,750</b>	<b>11,400</b>	<b>200</b>	<b>13,570</b>
<b>TOTAL OF GENERAL CONDITIONS AND PROJECT REQUIREMENTS</b>									<b>44,912</b>	<b>3,000</b>	<b>36,335</b>	<b>200</b>	<b>84,447</b>



# **Document A133™ – 2019 Exhibit A**

## **Guaranteed Maximum Price Amendment**

*(Paragraphs deleted)*

**for the following PROJECT:**

*(Name and address or location)*

College of the Albemarle Dare Campus  
205 US HWY 64  
Manteo, NC 27954

**THE OWNER:**

*(Name, legal status, and address)*

Dare County  
954 Marshall C. Collins Drive  
Manteo, NC 27948

**THE CONSTRUCTION MANAGER:**

*(Name, legal status, and address)*

Barnhill Contracting Company  
800 Tiffany Blvd., Suite 200  
PO Box 7948  
Rocky Mount, NC 27804

### **TABLE OF ARTICLES**

- A.1 **GUARANTEED MAXIMUM PRICE**
- A.2 **DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 **INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 **CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

### **ARTICLE A.1 GUARANTEED MAXIMUM PRICE**

#### **§ A.1.1 Guaranteed Maximum Price**

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

**§ A.1.1.1** The Contract Sum is guaranteed by the Construction Manager not to exceed Four Hundred Seventy-Eight Thousand One Hundred Twenty One Dollars (\$478,121.00 ), subject to additions and deductions by Change Order as provided in the Contract Documents.

#### **Contract Total Includes the Following Cost:**

1. Preconstruction Contract – \$109,089.00
2. Building Demo/Abatement GMP Summary - \$369,032.00

#### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

*(Provide itemized statement below or reference an attachment.)*

See attached (Building Demo/Abatement GMP Summary Dated 8/14/20)

*(Paragraphs deleted)*

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

*(Row deleted)*

N/A

*(Table deleted)*

*(Paragraphs deleted)*

*(Table deleted)*

*(Paragraphs deleted)*

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

The date of execution of this Amendment.

Established as follows:

*(Insert a date or a means to determine the date of commencement of the Work.)*

September 14, 2020

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

Not later than ( ) calendar days from the date of commencement of the Work.

By the following date: November 20, 2020

*(Paragraph deleted)*

*(Table deleted)*

*(Paragraphs deleted)*

*(Table deleted)*

*(Paragraphs deleted)*

*(Table deleted)*

*(Paragraphs deleted)*

*(Table deleted)*

*(Paragraphs deleted)*

*(Table deleted)*

*(Paragraph deleted)*

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:

*(Identify each allowance.)*

*(Row deleted)*

None Included

*(Paragraphs deleted)*

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:

*(List any other documents or information here, or refer to an exhibit attached to this Amendment.)*

COA Bid Manual – 7/20/20, Addendum #1 – 7/27/20, Addendum #2 – 7/29/20, Addendum #3 – 8/5/20

We are not carrying Builders Risk Insurance for this phase of construction, only Liability Insurance.

This Amendment to the Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER *(Signature)*

\_\_\_\_\_  
CONSTRUCTION MANAGER *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Printed name and title)*

# Additions and Deletions Report for AIA® Document A133™ – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:43:47 ET on 08/27/2020.

## PAGE 1

~~This Amendment dated the \_\_\_ day of \_\_\_ in the year \_\_\_, is incorporated into the accompanying AIA Document A133™ 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the \_\_\_ day of \_\_\_ in the year (the "Agreement")  
(In words, indicate day, month, and year.)~~

...

College of the Albemarle Dare Campus  
205 US HWY 64  
Manteo, NC 27954

...

Dare County  
954 Marshall C. Collins Drive  
Manteo, NC 27948

...

Barnhill Contracting Company  
800 Tiffany Blvd., Suite 200  
PO Box 7948  
Rocky Mount, NC 27804

...

§ ~~A.1.1.1~~ The Contract Sum is guaranteed by the Construction Manager not to exceed (~~\$—Four Hundred Seventy-Eight Thousand One Hundred Twenty One Dollars (\$478,121.00)~~), subject to additions and deductions by Change Order as provided in the Contract Documents.

### Contract Total Includes the Following Cost:

1. Preconstruction Contract – \$109,089.00
2. Building Demo/Abatement GMP Summary - \$369,032.00

## PAGE 2

See attached (Building Demo/Abatement GMP Summary Dated 8/14/20)

~~§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.~~

~~§ A.1.1.4~~ The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

...

Item	Price
N/A	

~~§ A.1.1.5.2~~ Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
------	-------	---------------------------

~~§ A.1.1.6~~ Unit prices, if any: *(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

...

Established as follows:

...

September 14, 2020

...

By the following date: November 20, 2020

~~§ A.2.3.2~~ Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

~~§ A.2.3.3~~ If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

**ARTICLE A.3 — INFORMATION UPON WHICH AMENDMENT IS BASED**

~~§ A.3.1~~ The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

~~§ A.3.1.1~~ The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

~~§ A.3.1.2~~ The following Specifications: *(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)*

Section	Title	Date	Pages
---------	-------	------	-------

§ A.3.1.3 The following Drawings:  
*(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)*

Number	Title	Date
--------	-------	------

§ A.3.1.4 The Sustainability Plan, if any:  
*(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)*

Title	Date	Pages
-------	------	-------

Other identifying information:

PAGE 3

Item	Price
------	-------

None Included

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:  
*(Identify each assumption and clarification.)*

...

COA Bid Manual – 7/20/20, Addendum #1 – 7/27/20, Addendum #2 – 7/29/20, Addendum #3 – 8/5/20

We are not carrying Builders Risk Insurance for this phase of construction, only Liability Insurance.

This Amendment to the Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
 OWNER (Signature)  
 \_\_\_\_\_  
 (Printed name and title)  
 \_\_\_\_\_  
 OWNER (Signature)

\_\_\_\_\_  
 CONSTRUCTION MANAGER (Signature)  
 \_\_\_\_\_  
 (Printed name and title)  
 \_\_\_\_\_  
 CONSTRUCTION MANAGER (Signature)

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Printed name and title)*

**ARTICLE A.4 — CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

**§ A.4.1** The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

*(List name, discipline, address, and other information.)*

This Amendment to the Agreement entered into as of the day and year first written above.

## ***Certification of Document's Authenticity***

***AIA® Document D401™ – 2003***

I, \_\_\_\_\_, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:43:47 ET on 08/27/2020 under Order No. 6923635853 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*





**Change Notification to Owner**

Whiting-Turner Contracting Co

Tel: Fax:

**Project: Dare County Animal Shelter**  
378 Airport Road  
Manteo, NC 27954

**W-T Job Number:** 018212  
**Date:** 07/14/2020  
**CN Number:** 000006  
**Project Area:**

**To:** David Clawson  
Dare County  
P. O. Box 1000  
Manteo, NC 27954

**From:** Whiting-Turner Contracting Co

**DESCRIPTION:** PC - 005.0 Remove Liquid Propane Tank from WT Scope

**REASON:** Owner Request

**SOURCE:**

**SCOPE OF WORK:** PC - 005.0 Remove Liquid Propane Tank from WT Scope.Item #1 from Potential Savings List.

**CONTRACTORS AFFECTED:** Z B Z & Associates, Inc.

**RELATED OBJECTS:**

**AUTHORIZATION**

WT REQUESTS AUTHORIZATION TO PROCEED WITH THE CHANGES DESCRIBED ABOVE.  
COST/SCHEDULE IMPACT WILL BE AS FOLLOWS:

**Cost:** -\$ 69,327.00

**Funding:**

**SCHEDULE:**

- NO IMPACT
- POSSIBLE IMPACT - WT REVIEWING
- IMPACT TO SCHEDULE AS FOLLOWS \_\_\_\_\_

**OWNER DIRECTION:**

<b>DISTRIBUTION:</b>	<input type="checkbox"/> ORIGINAL FILE
	<input type="checkbox"/> OWNER/OWNER REP.
	<input type="checkbox"/> ARCHITECT
	<input type="checkbox"/> LENDER

- PRICE ONLY - DO NOT PROCEED UNTIL PROPOSAL IS APPROVED
- PROCEED AND CONFIRM COST
- PROCEED FOR NTE COST INDICATED ABOVE
- PROCEED T&M
- PROCEED FOR LUMP SUM COST ABOVE
- PROCEED (NO IMPACT)
- PROCEED AND PRICE
- CANCEL
- REJECTED

Other: \_\_\_\_\_

OWNER'S REPRESENTATIVE

DATE

**COST BREAKDOWN**

**DATE:** 07/14/2020

**JOB NO:** 018212

**PROJECT AREA:**

**CN NO:** 000006

Vendor	Description	Budget Code	Billing Amount
Z B Z & Associates, Inc.	PC - 005.0 Remove Liquid Propane Tank from WT Scope	018212.22A0000.22010000.S	-\$ 64,350.00
<b>Mark-Ups:</b>			
	Gross Receipts Tax	018212.8000000.80200000.X	-\$ 51.00
	Liability Insurance	018212.9000000.90100000.X	-\$ 483.00
	Payment and Performance Bond	018212.9200000.92100000.X	-\$ 519.00
	Construction Manager's Fee	018212.9300000.93100000.F	-\$ 3,924.00
		<b>Total Cost of this work:</b>	<b>-\$ 69,327.00</b>

**APPROVAL:**

WHITING-TURNER REQUESTS APPROVAL OF THE FOLLOWING ACTUAL/FINAL COST FOR THIS WORK:

PROPOSAL AMOUNT: **-\$ 69,327.00**

OWNER CHANGE REF: \_\_\_\_\_

SUBMITTED BY: \_\_\_\_\_  
WHITING-TURNER REPRESENTATIVE DATE

DATE: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_  
OWNER'S REPRESENTATIVE DATE

**Add/ Alternate Options:**

BIM/ VDC Modeling	\$	35,000
Fill L.P. Gas Storage Tank at Project Completion	\$	11,500
DALT Testing DOAS Units	\$	6,000
Credit for Not Furnishing and Installing L.P. Gas Storage Tank	\$	- 64,350

**End of Scope of Work**

SC-NC36



**Change Notification to Owner**

Whiting-Turner Contracting Co

Tel: Fax:

**Project: Dare County Animal Shelter**  
378 Airport Road  
Manteo, NC 27954

**W-T Job Number:** 018212  
**Date:** 07/14/2020  
**CN Number:** 000007  
**Project Area:**

**To:** David Clawson  
Dare County  
P. O. Box 1000  
Manteo, NC 27954

**From:** Whiting-Turner Contracting Co

**DESCRIPTION:** PC - 005.1 Change Electrical Service Conductors from Copper to Aluminum

**REASON:** Value Engineering

**SOURCE:**

**SCOPE OF WORK:** PC - 005.1 Change Electrical Service Conductors from Copper to Aluminum. Item #2 from Potential Savings List.

**CONTRACTORS AFFECTED:** Suburban Electric Services, Inc.

**RELATED OBJECTS:**

**AUTHORIZATION**

WT REQUESTS AUTHORIZATION TO PROCEED WITH THE CHANGES DESCRIBED ABOVE.  
COST/SCHEDULE IMPACT WILL BE AS FOLLOWS:

**Cost: -\$ 16,330.00**

**Funding:**

**SCHEDULE:**

- NO IMPACT
- POSSIBLE IMPACT - WT REVIEWING
- IMPACT TO SCHEDULE AS FOLLOWS \_\_\_\_\_

**OWNER DIRECTION:**

<b>DISTRIBUTION:</b>	<input type="checkbox"/> ORIGINAL FILE
	<input type="checkbox"/> OWNER/OWNER REP.
	<input type="checkbox"/> ARCHITECT
	<input type="checkbox"/> LENDER

- PRICE ONLY - DO NOT PROCEED UNTIL PROPOSAL IS APPROVED
- PROCEED AND CONFIRM COST
- PROCEED FOR NTE COST INDICATED ABOVE
- PROCEED T&M
- PROCEED FOR LUMP SUM COST ABOVE
- PROCEED (NO IMPACT)
- PROCEED AND PRICE
- CANCEL
- REJECTED

Other: \_\_\_\_\_

\_\_\_\_\_  
OWNER'S REPRESENTATIVE

\_\_\_\_\_  
DATE

**COST BREAKDOWN**

**DATE:** 07/14/2020

**JOB NO:** 018212

**PROJECT AREA:**

**CN NO:** 000007

Vendor	Description	Budget Code	Billing Amount
Suburban Electric Services, Inc.	PC - 005.1 Change Electrical Service Conductors from Copper to Aluminum	018212.26A0000.26010000.S	-\$ 15,158.00
<b>Mark-Ups:</b>			
	Gross Receipts Tax	018212.8000000.80200000.X	-\$ 12.00
	Liability Insurance	018212.9000000.90100000.X	-\$ 114.00
	Payment and Performance Bond	018212.9200000.92100000.X	-\$ 122.00
	Construction Manager's Fee	018212.9300000.93100000.F	-\$ 924.00
<b>Total Cost of this work:</b>			<b>-\$ 16,330.00</b>

**APPROVAL:**

WHITING-TURNER REQUESTS APPROVAL OF THE FOLLOWING ACTUAL/FINAL COST FOR THIS WORK:

PROPOSAL AMOUNT: **-\$ 16,330.00**

OWNER CHANGE REF: \_\_\_\_\_

DATE: \_\_\_\_\_

SUBMITTED BY: \_\_\_\_\_  
WHITING-TURNER REPRESENTATIVE DATE

APPROVED BY: \_\_\_\_\_  
OWNER'S REPRESENTATIVE DATE

**Add/ Alternate Options:**

BIM/ VDC Modeling	\$	4,000
Credit for Using Aluminum Service Conductors	\$	- 15,158

**End of Scope of Work**



**Change Notification to Owner**

Whiting-Turner Contracting Co

Tel: Fax:

**Project: Dare County Animal Shelter**  
378 Airport Road  
Manteo, NC 27954

**W-T Job Number:** 018212  
**Date:** 07/14/2020  
**CN Number:** 000009  
**Project Area:**

**To:** David Clawson  
Dare County  
P. O. Box 1000  
Manteo, NC 27954

**From:** Whiting-Turner Contracting Co

**DESCRIPTION:** PC - 005.3 Remove Landscaping Allowance from WT Scope.

**REASON:** Owner Request

**SOURCE:**

**SCOPE OF WORK:** PC - 005.3 Remove Landscaping Allowance from WT Scope. Item #6 from Potential Savings List.

**CONTRACTORS AFFECTED:**

**RELATED OBJECTS:**

**AUTHORIZATION**

WT REQUESTS AUTHORIZATION TO PROCEED WITH THE CHANGES DESCRIBED ABOVE.  
COST/SCHEDULE IMPACT WILL BE AS FOLLOWS:

**Cost: -\$ 10,774.00**

**Funding:**

**SCHEDULE:**

- NO IMPACT
- POSSIBLE IMPACT - WT REVIEWING
- IMPACT TO SCHEDULE AS FOLLOWS \_\_\_\_\_

**OWNER DIRECTION:**

<b>DISTRIBUTION:</b>	<input type="checkbox"/> ORIGINAL FILE
	<input type="checkbox"/> OWNER/OWNER REP.
	<input type="checkbox"/> ARCHITECT
	<input type="checkbox"/> LENDER

- PRICE ONLY - DO NOT PROCEED UNTIL PROPOSAL IS APPROVED
- PROCEED AND CONFIRM COST
- PROCEED FOR NTE COST INDICATED ABOVE
- PROCEED T&M
- PROCEED FOR LUMP SUM COST ABOVE
- PROCEED (NO IMPACT)
- PROCEED AND PRICE
- CANCEL
- REJECTED

Other: \_\_\_\_\_

\_\_\_\_\_  
OWNER'S REPRESENTATIVE

\_\_\_\_\_  
DATE

**COST BREAKDOWN**

**DATE:** 07/14/2020

**JOB NO:** 018212

**PROJECT AREA:**

**CN NO:** 000009

Vendor	Description	Budget Code	Billing Amount
	PC - 005.3 Remove Landscaping Allowance from WT Scope.	018212.8500000.85100000.A	-\$ 10,000.00
<b>Mark-Ups:</b>	Gross Receipts Tax	018212.8000000.80200000.X	-\$ 8.00
	Liability Insurance	018212.9000000.90100000.X	-\$ 75.00
	Payment and Performance Bond	018212.9200000.92100000.X	-\$ 81.00
	Construction Manager's Fee	018212.9300000.93100000.F	-\$ 610.00
<b>Total Cost of this work:</b>			<b>-\$ 10,774.00</b>

**APPROVAL:**

WHITING-TURNER REQUESTS APPROVAL OF THE FOLLOWING ACTUAL/FINAL COST FOR THIS WORK:

PROPOSAL AMOUNT: **-\$ 10,774.00**

OWNER CHANGE REF: \_\_\_\_\_

DATE: \_\_\_\_\_

SUBMITTED BY: \_\_\_\_\_  
WHITING-TURNER REPRESENTATIVE DATE

APPROVED BY: \_\_\_\_\_  
OWNER'S REPRESENTATIVE DATE



ALLOWANCES					
ITEM DESCRIPTION	QTY		UNIT COST	TOTAL	TOTAL INCLUDED
Unsuitable Soils	1	ALL	10,000	\$10,000	\$10,000
Project Related Legal Fees	1	ALL	25,000	\$25,000	\$25,000
Window Shades	1	ALL	5,000	\$5,000	Included in Furnishings
Sunshade/Canopy At east side of building	406	SF	50.00	\$20,300	Included in Steel
Install of FFE	1	ALL	2,500	\$2,500	Included in Specialties
Wall Protection	500	SF	5	\$2,500	Included in Drywall
Metal Shelving	1	ALL	1,500	\$1,500	\$1,500
Wire Shelving	1	ALL	1,500	\$1,500	\$1,500
Appliances	1	ALL	10,000	\$10,000	\$10,000
Final Landscaping (excludes K9 Turf)	1	ALL	10,000	\$10,000	\$10,000
Floor Preparation	1	ALL	2,300	\$2,300	\$2,300
Moisture Mitigation	1	ALL	4,600	\$4,600	\$4,600
Generator	1	ALL	40,000	\$40,000	Not In Contract
TOTAL					\$64,900



**Change Notification to Owner**

Whiting-Turner Contracting Co

Tel: Fax:

**Project: Dare County Animal Shelter**  
378 Airport Road  
Manteo, NC 27954

**W-T Job Number:** 018212  
**Date:** 07/14/2020  
**CN Number:** 000011  
**Project Area:**

**To:** David Clawson  
Dare County  
P. O. Box 1000  
Manteo, NC 27954

**From:** Whiting-Turner Contracting Co

**DESCRIPTION:** PC - 005.5 Remove Exterior Building Sign from WT Scope.

**REASON:** Owner Request

**SOURCE:**

**SCOPE OF WORK:** PC - 005.5 Remove Exterior Building Sign from WT Scope. Item #8 from Potential Savings List.

**CONTRACTORS AFFECTED:**

**RELATED OBJECTS:**

**AUTHORIZATION**

WT REQUESTS AUTHORIZATION TO PROCEED WITH THE CHANGES DESCRIBED ABOVE.  
COST/SCHEDULE IMPACT WILL BE AS FOLLOWS:

**Cost: -\$ 7,168.00**

**Funding:**

**SCHEDULE:**

- NO IMPACT
- POSSIBLE IMPACT - WT REVIEWING
- IMPACT TO SCHEDULE AS FOLLOWS \_\_\_\_\_

**OWNER DIRECTION:**

<b>DISTRIBUTION:</b>	<input type="checkbox"/> ORIGINAL FILE
	<input type="checkbox"/> OWNER/OWNER REP.
	<input type="checkbox"/> ARCHITECT
	<input type="checkbox"/> LENDER

- PRICE ONLY - DO NOT PROCEED UNTIL PROPOSAL IS APPROVED
- PROCEED AND CONFIRM COST
- PROCEED FOR NTE COST INDICATED ABOVE
- PROCEED T&M
- PROCEED FOR LUMP SUM COST ABOVE
- PROCEED (NO IMPACT)
- PROCEED AND PRICE
- CANCEL
- REJECTED

Other: \_\_\_\_\_

\_\_\_\_\_  
OWNER'S REPRESENTATIVE

\_\_\_\_\_  
DATE

**COST BREAKDOWN**

DATE: 07/14/2020

JOB NO: 018212

PROJECT AREA:

CN NO: 000011

Vendor	Description	Budget Code	Billing Amount
	PC - 005.5 Remove Exterior Building Sign from WT Scope.	018212.10A0000.10140000.S	-\$ 6,653.00
<b>Mark-Ups:</b>	Gross Receipts Tax	018212.8000000.80200000.X	-\$ 5.00
	Liability Insurance	018212.9000000.90100000.X	-\$ 50.00
	Payment and Performance Bond	018212.9200000.92100000.X	-\$ 54.00
	Construction Manager's Fee	018212.9300000.93100000.F	-\$ 406.00
<b>Total Cost of this work:</b>			<b>-\$ 7,168.00</b>

**APPROVAL:**

WHITING-TURNER REQUESTS APPROVAL OF THE FOLLOWING ACTUAL/FINAL COST FOR THIS WORK:

PROPOSAL AMOUNT: **-\$ 7,168.00**

OWNER CHANGE REF: \_\_\_\_\_

SUBMITTED BY: \_\_\_\_\_ DATE

WHITING-TURNER REPRESENTATIVE

DATE: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_ DATE

OWNER'S REPRESENTATIVE

At bid time this was included in AOA Signs bid but was removed from their contract upon Dare County acceptance of potential savings list. The cost below is a validation of the credit being offered above.

**Add/ Alternate Options:**

Exterior Building Site Sign (Material)	\$ 6,403
Exterior Building Site Sign (Install)	\$ 250

**End of Scope of Work**



**Change Notification to Owner**

Whiting-Turner Contracting Co

Tel: Fax:

**Project: Dare County Animal Shelter**  
378 Airport Road  
Manteo, NC 27954

**W-T Job Number:** 018212  
**Date:** 07/14/2020  
**CN Number:** 000015  
**Project Area:**

**To:** David Clawson  
Dare County  
P. O. Box 1000  
Manteo, NC 27954

**From:** Whiting-Turner Contracting Co

**DESCRIPTION:** PC - 005.9 Whiting-Turner Field Office

**REASON:** Owner Request

**SOURCE:**

**SCOPE OF WORK:** PC - 005.9 Whiting-Turner Field Office. Item #12 from Potential Savings List.

**CONTRACTORS AFFECTED:**

**RELATED OBJECTS:**

**AUTHORIZATION**

WT REQUESTS AUTHORIZATION TO PROCEED WITH THE CHANGES DESCRIBED ABOVE.  
COST/SCHEDULE IMPACT WILL BE AS FOLLOWS:

**Cost: -\$ 23,162.00**

**Funding:**

**SCHEDULE:**

- NO IMPACT
- POSSIBLE IMPACT - WT REVIEWING
- IMPACT TO SCHEDULE AS FOLLOWS \_\_\_\_\_

**OWNER DIRECTION:**

<b>DISTRIBUTION:</b>	<input type="checkbox"/> ORIGINAL FILE
	<input type="checkbox"/> OWNER/OWNER REP.
	<input type="checkbox"/> ARCHITECT
	<input type="checkbox"/> LENDER

- PRICE ONLY - DO NOT PROCEED UNTIL PROPOSAL IS APPROVED
- PROCEED AND CONFIRM COST
- PROCEED FOR NTE COST INDICATED ABOVE
- PROCEED T&M
- PROCEED FOR LUMP SUM COST ABOVE
- PROCEED (NO IMPACT)
- PROCEED AND PRICE
- CANCEL
- REJECTED

Other: \_\_\_\_\_

\_\_\_\_\_  
OWNER'S REPRESENTATIVE

\_\_\_\_\_  
DATE

**COST BREAKDOWN**

**DATE:** 07/14/2020

**JOB NO:** 018212

**PROJECT AREA:**

**CN NO:** 000015

Vendor	Description	Budget Code	Billing Amount
	PC - 005.9 Whiting-Turner Field Office, Return Temp Electrical Service Costs	018212.0100000.01511300.X	-\$ 12,000.00
	PC - 005.9 Whiting-Turner Field Office, Return Field Office Costs	018212.0100000.01521300.X	-\$ 9,500.00
<b>Mark-Ups:</b>			
	Gross Receipts Tax	018212.8000000.80200000.X	-\$ 17.00
	Liability Insurance	018212.9000000.90100000.X	-\$ 161.00
	Payment and Performance Bond	018212.9200000.92100000.X	-\$ 173.00
	Construction Manager's Fee	018212.9300000.93100000.F	-\$ 1,311.00
	<b>Total Cost of this work:</b>		<b>-\$ 23,162.00</b>

**APPROVAL:**

WHITING-TURNER REQUESTS APPROVAL OF THE FOLLOWING ACTUAL/FINAL COST FOR THIS WORK:

PROPOSAL AMOUNT: **-\$ 23,162.00**

OWNER CHANGE REF: \_\_\_\_\_

DATE: \_\_\_\_\_

SUBMITTED BY: \_\_\_\_\_  
WHITING-TURNER REPRESENTATIVE DATE

APPROVED BY: \_\_\_\_\_  
OWNER'S REPRESENTATIVE DATE

GENERAL REQUIREMENTS					
ITEM DESCRIPTION	QTY		UNIT COST	TOTAL	TOTAL INCLUDED
<b>PLANS &amp; SURVEYS</b>					
Surveys - General Building Layout ONLY	1	EA	\$ 750	\$750	\$750
Surveys - Certified	1	LS	\$ 2,500	\$2,500	\$2,500
Drawing & Specification Reproduction	1	LS	\$ 1,500	\$1,500	\$1,500
As-built Drawings	1	EA	\$ 1,500	\$1,500	\$1,500
<b>INCIDENTAL CONSTRUCTION</b>					
Construction Fencing (includes using existing)	500	LF	\$ 20	\$10,000	\$10,000
Gates for Fencing	2	EA	\$ 1,500	\$3,000	\$3,000
Temporary Street Barricades	10	MO	\$ 300	\$3,000	\$3,000
Temporary Fire Protection	6	EA	\$ 110	\$660	\$660
Weather & Dust Protection	1	LS	\$ 1,000	\$1,000	\$1,000
Site Signage (project boards, etc.)	1	LS	\$ 1,500	\$1,500	\$1,500
<b>FINAL CLEANING &amp; CLOSE-OUT</b>					
Final Cleaning	8,727	SF	\$ 0.65	\$5,673	\$5,673
Exterior Window Cleaning	1,556	SF	\$ 0.50	\$778	\$778
Project Close-out	1	LS	\$ 1,000	\$1,000	\$1,000
<b>SPECIAL CONSTRUCTION</b>					
Project Photographs	10	MO	\$ 380	\$3,800	\$3,800
Webcam - Initial Set-up	1	LS	\$ -	Not Included	Not Included
Webcam - monthly charges	10	MO	\$ -	Not Included	Not Included
<b>TEMPORARY FACILITIES</b>					
Temporary Field Office	10	MO	\$ 750	\$7,500	\$7,500
Trailer Move in & out	1	LS	\$ 2,000	\$2,000	\$2,000
Owner Field Office	0	LS	\$ -	Not Applicable	Not Applicable
Travel Expenses - Superintendent	220	DAY	\$ 227	\$49,940	\$49,940
Travel Expenses - Project Manager	176	DAY	\$ 227	\$39,952	\$39,952
Internet (Cradle Point) connection / set-up	1	LS	\$ 2,000	\$2,000	\$2,000
Job Telephone Incl. Internet & Long Dist.	10	MO	\$ 300	\$3,000	\$3,000
Temporary Stairs - Install & Removal	1	LS	\$ -	Not Included	Not Included
Temporary Stairs - monthly rental	10	MO	\$ -	Not Included	Not Included
Material Hoist - Install & Removal	1	LS	\$ -	Not Included	Not Included
Material Hoist - monthly rental	10	MO	\$ -	Not Included	Not Included
Generators for Power (and fuel)	1	AL	\$ -	By Owner	By Owner
Temporary Sanitation	10	MO	\$ 850	\$8,500	\$8,500
Temporary Protection	10	MO	\$ 325	\$3,250	\$3,250
Temporary Storage Trailers	10	MO	\$ 250	\$2,500	\$2,500
Bld. Temp. Power (hook-up)	0	LS	\$ -	Included in Div 25-26	Included in Div 25-26
Bld. Temp. Power (monthly)	0	LS	\$ -	By Owner	By Owner
Trailer Power (hook-up/relocate/DNCP)	1	LS	\$ 15,000	\$15,000	\$15,000
Trailer Power (monthly costs)	10	MO	\$ -	By Owner	By Owner
Temporary Gas	10	MO	\$ -	By Owner	By Owner
Temporary Water	10	MO	\$ -	By Owner	By Owner
Temporary Construction Lighting	0	LS	\$ -	Included in Div 25-26	Included in Div 25-26
Permanent Power	0	LS	\$ -	By Owner	By Owner
Temporary Heat	0	LS	\$ -	Included in Div 23-24	Included in Div 23-24
Temporary Controls	0	LS	\$ -	Included in Div 23-24	Included in Div 23-24
<b>MISC. ITEMS</b>					
Site Dewatering	1	LS	\$ 1,000	\$1,000	\$1,000
Dumpsters	40	WK	\$ 500	\$20,000	\$20,000
Safety Materials (General, Signage, etc.)	10	MO	\$ 175	\$1,750	\$1,750
Miscellaneous Service Work	1	LS	\$ 5,000	\$5,000	\$5,000
Laborers for daily clean-up	200	HRS	\$ 25	\$5,000	\$5,000
<b>TOTAL</b>					<b>\$203,053</b>
<b>DEMOLITION</b>					
ITEM DESCRIPTION	QTY		UNIT COST	TOTAL	TOTAL INCLUDED
Demolition					
Not Included					
<b>TOTAL</b>					<b>\$0</b>



**Change Notification to Owner**

Whiting-Turner Contracting Co

Tel: ' ' Fax: ' ' ' '

**Project: Dare County Animal Shelter**  
378 Airport Road  
Manteo, NC 27954

**W-T Job Number:** 018212  
**Date:** 07/14/2020  
**CN Number:** 000016  
**Project Area:**

**To:** David Clawson  
Dare County  
P. O. Box 1000  
Manteo, NC 27954

**From:** Whiting-Turner Contracting Co

**DESCRIPTION:** PC - 005.10 Building Permit Costs  
**REASON:** Owner Request  
**SOURCE:**  
**SCOPE OF WORK:** PC - 005.10 Building Permit Costs. Item #13 from Potential Savings List.  
**CONTRACTORS AFFECTED:**  
**RELATED OBJECTS:**

**AUTHORIZATION**

WT REQUESTS AUTHORIZATION TO PROCEED WITH THE CHANGES DESCRIBED ABOVE.  
COST/SCHEDULE IMPACT WILL BE AS FOLLOWS:

**Cost: -\$ 7,051.00** **Funding:**

**SCHEDULE:**  NO IMPACT  
 POSSIBLE IMPACT - WT REVIEWING  
 IMPACT TO SCHEDULE AS FOLLOWS \_\_\_\_\_

**OWNER DIRECTION:**

**DISTRIBUTION:**  ORIGINAL FILE  
 OWNER/OWNER REP.  
 ARCHITECT  
 LENDER

- PRICE ONLY - DO NOT PROCEED UNTIL PROPOSAL IS APPROVED
- PROCEED AND CONFIRM COST
- PROCEED FOR NTE COST INDICATED ABOVE
- PROCEED T&M
- PROCEED FOR LUMP SUM COST ABOVE
- PROCEED (NO IMPACT)
- PROCEED AND PRICE
- CANCEL
- REJECTED

Other: \_\_\_\_\_

\_\_\_\_\_  
OWNER'S REPRESENTATIVE

\_\_\_\_\_  
DATE



**COST BREAKDOWN**

**DATE:** 07/14/2020

**JOB NO:** 018212

**PROJECT AREA:**

**CN NO:** 000016

Vendor	Description	Budget Code	Billing Amount
	PC - 005.10 Building Permit Costs. Return Building Permit Costs	018212.0100000.01412600.X	-\$ 6,545.00
<b>Mark-Ups:</b>			
	Gross Receipts Tax	018212.8000000.80200000.X	-\$ 5.00
	Liability Insurance	018212.9000000.90100000.X	-\$ 49.00
	Payment and Performance Bond	018212.9200000.92100000.X	-\$ 53.00
	Construction Manager's Fee	018212.9300000.93100000.F	-\$ 399.00
	<b>Total Cost of this work:</b>		<b>-\$ 7,051.00</b>

**APPROVAL:**

WHITING-TURNER REQUESTS APPROVAL OF THE FOLLOWING ACTUAL/FINAL COST FOR THIS WORK:

PROPOSAL AMOUNT: **-\$ 7,051.00**

OWNER CHANGE REF: \_\_\_\_\_

DATE: \_\_\_\_\_

SUBMITTED BY: \_\_\_\_\_  
WHITING-TURNER REPRESENTATIVE DATE

APPROVED BY: \_\_\_\_\_  
OWNER'S REPRESENTATIVE DATE

**Project: Dare County Animal Shelter**  
**Location: Manteo, NC**  
**Owner: Dare County**  
**Architect: Waller Todd & Sadler**

**DATED: 3/12/2020**  
**REV. 000**

ITEM	TOTAL COST	Cost/SF
<b>Total Floor Area (SF):</b>	<b>8,727</b>	
01 General Requirements	\$203,053	23.27
02 Demolition	\$0	-
03 Concrete	\$232,980	26.70
04 Masonry	\$605,396	69.37
05 Metals	\$210,590	24.13
06 Woods, Plastics, and Composites	\$59,455	6.81
07 Thermal and Moisture Protection	\$420,042	48.13
08 Openings	\$368,553	42.23
09 Finishes	\$314,476	36.03
10 Specialties	\$71,003	8.14
11 Equipment	\$0	-
12 Furnishings	\$70,467	8.07
20,22, 23 Mechanical, Plumbing HVAC	\$1,147,696	131.51
21 Fire Suppression	\$42,895	4.92
25, 26 Electrical	\$405,926	46.51
28 Electronic Safety and Security	BY OWNER	BY OWNER
31, 32, 33 Site Construction	\$623,567	71.45
ALLOWANCES	\$64,900	7.44
<b>SUBTOTAL</b>	<b>\$4,841,000</b>	<b>554.72</b>
WT Preconstruction (Fixed)	\$27,650	3.17
WT General Conditions (Fixed)	\$337,220	38.64
<b>SUBTOTAL</b>	<b>\$5,205,870</b>	<b>596.52</b>
Building Permit @ \$0.75/SF	\$6,545	0.75
Builder's Risk Insurance	BY OWNER	BY OWNER
Gross Receipts Tax @ 0.08%	\$4,698	0.54
Liability Insurance @ 0.75%	\$44,046	5.05
WT Bond @ 0.80%	\$46,983	5.38
<b>SUBTOTAL</b>	<b>\$5,308,142</b>	<b>608.24</b>
Contractors Contingency @ 4%	\$212,326	24.33
<b>SUBTOTAL</b>	<b>\$5,520,468</b>	<b>632.57</b>
WT Fee @ 6.0%	\$352,370	40.38
<b>TOTAL BUILDING COSTS</b>	<b>\$5,872,839</b>	<b>672.95</b>



**Change Notification to Owner**

Whiting-Turner Contracting Co

Tel: Fax:

**Project: Dare County Animal Shelter**  
378 Airport Road  
Manteo, NC 27954

**W-T Job Number:** 018212  
**Date:** 07/14/2020  
**CN Number:** 000017  
**Project Area:**

**To:** David Clawson  
Dare County  
P. O. Box 1000  
Manteo, NC 27954

**From:** Whiting-Turner Contracting Co

**DESCRIPTION:** PC - 005.11 Remove K9 Turf from WT Scope.

**REASON:** Owner Request

**SOURCE:**

**SCOPE OF WORK:** PC - 005.11 Remove K9 Turf from WT Scope.

**CONTRACTORS AFFECTED:**

**RELATED OBJECTS:**

**AUTHORIZATION**

WT REQUESTS AUTHORIZATION TO PROCEED WITH THE CHANGES DESCRIBED ABOVE.  
COST/SCHEDULE IMPACT WILL BE AS FOLLOWS:

**Cost: -\$ 26,935.00**

**Funding:**

**SCHEDULE:**

- NO IMPACT
- POSSIBLE IMPACT - WT REVIEWING
- IMPACT TO SCHEDULE AS FOLLOWS \_\_\_\_\_

**OWNER DIRECTION:**

<b>DISTRIBUTION:</b>	<input type="checkbox"/> ORIGINAL FILE
	<input type="checkbox"/> OWNER/OWNER REP.
	<input type="checkbox"/> ARCHITECT
	<input type="checkbox"/> LENDER

- PRICE ONLY - DO NOT PROCEED UNTIL PROPOSAL IS APPROVED
- PROCEED AND CONFIRM COST
- PROCEED FOR NTE COST INDICATED ABOVE
- PROCEED T&M
- PROCEED FOR LUMP SUM COST ABOVE
- PROCEED (NO IMPACT)
- PROCEED AND PRICE
- CANCEL
- REJECTED

Other: \_\_\_\_\_

\_\_\_\_\_  
OWNER'S REPRESENTATIVE

\_\_\_\_\_  
DATE

**COST BREAKDOWN**

**DATE:** 07/14/2020

**JOB NO:** 018212

**PROJECT AREA:**

**CN NO:** 000017

Vendor	Description	Budget Code	Billing Amount
	PC - 005.11 Remove K9 Turf from WT Scope	018212.32A0000.32900000.S	-\$ 25,000.00
<b>Mark-Ups:</b>			
	Gross Receipts Tax	018212.8000000.80200000.X	-\$ 20.00
	Liability Insurance	018212.9000000.90100000.X	-\$ 188.00
	Payment and Performance Bond	018212.9200000.92100000.X	-\$ 202.00
	Construction Manager's Fee	018212.9300000.93100000.F	-\$ 1,525.00
	<b>Total Cost of this work:</b>		<b>-\$ 26,935.00</b>

**APPROVAL:**

WHITING-TURNER REQUESTS APPROVAL OF THE FOLLOWING ACTUAL/FINAL COST FOR THIS WORK:

PROPOSAL AMOUNT: **-\$ 26,935.00**

OWNER CHANGE REF: \_\_\_\_\_

SUBMITTED BY: \_\_\_\_\_  
WHITING-TURNER REPRESENTATIVE DATE

DATE: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_  
OWNER'S REPRESENTATIVE DATE

SITWORK					
ITEM DESCRIPTION	QTY		UNIT COST	TOTAL	TOTAL INCLUDED
<b>Sitework</b>					
Building pad import	485	CY	25.00	\$12,121	
Relocate Existing Dog Park Signage and Waste Receptacles	5	EA	100.00	\$500	
Clean Existing Ditch	1	ALL	10,000.00	\$10,000	
Relocate Existing Dog Park Shade Structure	1	ALL	1,200.00	\$1,200	
Sidewalk	2,063	SF	6.50	\$13,410	
Pavement	882	SY	20.00	\$17,640	
Storm Drain	263	LF	20.00	\$5,260	
Parking Block	23	EA	250.00	\$5,750	
6" Water Pipe	782	LF	55.00	\$43,010	
4" Water Pipe	238	LF	45.00	\$10,710	
Fire Hydrant	1	EA	1,500.00	\$1,500	
Sanitary	327	LF	32.00	\$10,464	
Sanitary Force Main	209	LF	36.00	\$7,524	
Drainage Grade Fill Area	754	CY	7.00	\$5,278	
Septic Tank, 3000gal	1	EA	3,500.00	\$3,500	
Pump Tank	1	EA	5,000.00	\$5,000	
Septic Tank, 1500gal	1	EA	2,000.00	\$2,000	
Propane Tank, 5000gal	1	EA	By Vendor	By Vendor	Included in Mech/Plumb
LPP Septic Field	577	LF	25.00	\$14,425	Included Below
Site Stone Access Roads	250	Tons	55.00	\$13,750	\$13,750
Site stone at buliding, permiter, & crane access	150	Tons	55.00	\$8,250	\$8,250
Touch-up Stone Access Roads	50	Tons	55.00	\$2,750	\$2,750
Reclaim/ Repair Temporary Access	1	LS	5,000.00	\$5,000	\$5,000
Right of Way Permit	1	LS	5,000.00	\$5,000	\$5,000
Repair Existing Roads and Sidewalks	1	LS	5,000.00	\$5,000	\$5,000
Termite Treatment	8,727	SF	0.15	\$1,309	\$1,309
<b>Hatchell Concrete Bid</b>					
	1	LS	473,239.45	\$473,239	\$473,239
Add/ Alternate: Payment & Performance Bond @ 2.5%			11,830.99	\$11,831	\$11,831
Add/ Alternate: Sitework Concrete			50,495.00	\$50,495	Included in Concrete
Add/ Alternate: Asphalt Pavement Alternate			77,208.50	\$77,209	
<b>RPC Contracting Bid</b>					
	1	LS	634,380.00	\$634,380	
Add/ Alternate: Payment & Performance Bond @ 1.35%			8,564.13	\$8,564	
Add/ Alternate: Sitework Concrete			29,330.00	\$29,330	
Add/ Alternate: Asphalt Pavement Alternate			102,070.00	\$102,070	
<b>Landscaping</b>					
<b>Seabreeze Landscaping Bid (K9 Turf Only)</b>					
	1	LS	\$25,000	\$25,000	\$25,000
Add/ Alternate: Payment & Performance Bond			Did Not Provide	Did Not Provide	
<b>Fencing</b>					
<b>Allstate Fence Bid</b>					
	1	LS	\$75,630	\$75,630	
Add/ Alternate: Payment & Performance Bond			Did Not Provide	Did Not Provide	
<b>Pamlico Fence Bid</b>					
	1	LS	\$72,438	\$72,438	\$72,438
Add/ Alternate: Payment & Performance Bond			Did Not Provide	Did Not Provide	
<b>Albemarle Fence Bid</b>					
	1	LS	\$63,897	Non-Responsive	
Add/ Alternate: Payment & Performance Bond			Did Not Provide		
TOTAL					\$623,567



**Change Notification to Owner**

Whiting-Turner Contracting Co

Tel: Fax:

**Project: Dare County Animal Shelter**  
378 Airport Road  
Manteo, NC 27954

**W-T Job Number:** 018212

**Date:** 07/14/2020

**CN Number:** 000018

**Project Area:**

**To:** David Clawson  
Dare County  
P. O. Box 1000  
Manteo, NC 27954

**From:** Whiting-Turner Contracting Co

**DESCRIPTION:** PC - 005.12 Alternate #1 Pave All Drive Lanes with Asphalt.

**REASON:** Owner Request

**SOURCE:**

**SCOPE OF WORK:** PC - 005.12 Alternate #1 Pave All Drive Lanes with Asphalt.

**CONTRACTORS AFFECTED:** Hatchell Concrete, Inc.

**RELATED OBJECTS:**

**AUTHORIZATION**

WT REQUESTS AUTHORIZATION TO PROCEED WITH THE CHANGES DESCRIBED ABOVE.  
COST/SCHEDULE IMPACT WILL BE AS FOLLOWS:

**Cost: \$ 83,182.00**

**Funding:**

**SCHEDULE:**

- NO IMPACT
- POSSIBLE IMPACT - WT REVIEWING
- IMPACT TO SCHEDULE AS FOLLOWS \_\_\_\_\_

**OWNER DIRECTION:**

<b>DISTRIBUTION:</b>	<input type="checkbox"/> ORIGINAL FILE
	<input type="checkbox"/> OWNER/OWNER REP.
	<input type="checkbox"/> ARCHITECT
	<input type="checkbox"/> LENDER

- PRICE ONLY - DO NOT PROCEED UNTIL PROPOSAL IS APPROVED
- PROCEED AND CONFIRM COST
- PROCEED FOR NTE COST INDICATED ABOVE
- PROCEED T&M
- PROCEED FOR LUMP SUM COST ABOVE
- PROCEED (NO IMPACT)
- PROCEED AND PRICE
- CANCEL
- REJECTED

Other: \_\_\_\_\_

\_\_\_\_\_  
OWNER'S REPRESENTATIVE

\_\_\_\_\_  
DATE

**COST BREAKDOWN**

**DATE:** 07/14/2020

**JOB NO:** 018212

**PROJECT AREA:**

**CN NO:** 000018

Vendor	Description	Budget Code	Billing Amount
Hatchell Concrete, Inc.	PC - 005.12 Alternate #1 Pave All Drive Lanes with Asphalt.	018212.03A0000.03300000.S	\$ 77,209.00
<b>Mark-Ups:</b>			
	Gross Receipts Tax	018212.8000000.80200000.X	\$ 62.00
	Liability Insurance	018212.9000000.90100000.X	\$ 580.00
	Payment and Performance Bond	018212.9200000.92100000.X	\$ 623.00
	Construction Manager's Fee	018212.9300000.93100000.F	\$ 4,708.00
<b>Total Cost of this work:</b>			<b>\$ 83,182.00</b>

**APPROVAL:**

WHITING-TURNER REQUESTS APPROVAL OF THE FOLLOWING ACTUAL/FINAL COST FOR THIS WORK:

PROPOSAL AMOUNT: **\$ 83,182.00**

OWNER CHANGE REF: \_\_\_\_\_

DATE: \_\_\_\_\_

SUBMITTED BY: \_\_\_\_\_  
WHITING-TURNER REPRESENTATIVE DATE

APPROVED BY: \_\_\_\_\_  
OWNER'S REPRESENTATIVE DATE

**Add/ Alternate Options:**

Sitework Alternate #2 – Asphalt Pavement	\$ 77,209
Sitework Alternate #3 – Permanent Fence	\$ 81,900
Sitework Alternate #5 – Expedite Sanitary Storm & Sanitary Structures	\$ 53,080
Concrete Alternate #2 – High Early Concrete at Foundations	\$ 53,825
Concrete Alternate #2 – High Early Concrete at Slab ou Grade	\$ 123,578

**End of Scope of Work**





*Capital Improvements Planning Committee Recommendations  
College of the Albemarle Project Budget*

**Description**

The Board will receive updates and recommendations for the College of the Albemarle project.

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager



*Hwy 64/264 - Parcel 025550001, Manteo, NC*

**Description**

On May 5, 2020, the Board approved the County Manager to entertain an offer for the sale of the subject triangular parcel, approximately 3,700 sq. ft. in size, and identified as parcel #025550001. It adjoins the South line property of 101 S. Hwy. 64, Manteo, NC (Parcel #025550000). Brix, LLC, owner of 101 S Hwy. 64, has made an offer to purchase the parcel, which follows.

**Board Action Requested**

Approve offer to purchase.

**Item Presenter**

Robert Outten, County Manager


NORTH CAROLINA  
DARE COUNTY

### OFFER TO PURCHASE AND CONTRACT

BRIX, LLC, a North Carolina Limited Liability Company, as Buyer, hereby offers to purchase and THE COUNTY OF DARE, A BODY POLITIC, as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below (referred to as "the Property"), upon the following terms and conditions:

1. **REAL PROPERTY:** Located in the Town of Manteo, County of Dare, State of North Carolina, being known as and more particularly described as a small triangular parcel of land lying between Brix, LLC and other lands belonging to Seller and bearing parcel #025550001. County tax records note that its ownership is in conflict between Buyer and Seller.
2. **PURCHASE PRICE:** The purchase price is \$15,000.00 and shall be paid by attorney trust check ("good funds") at closing.
3. **CONDITIONS:**
  - a. Title must be delivered at closing by SPECIAL WARRANTY DEED providing to Buyer fee simple marketable and insurable title, free and clear of all encumbrances of any nature whatsoever.
  - b. There are no due diligence conditions.
4. **CLOSING:** Closing shall be defined as the date and time of recording of the deed. Buyer and Seller agree to execute any and all documents and papers necessary in connection with closing and to transfer of title at the earliest available date and time allowed by law at a place designated by Buyer. The deed is to be made to BUYER.

BRIX, LLC

By:  (SEAL) Tax ID# 52-1723677  
W. Jay Wheless, Member-Manager Date: 8/24/2020

THE COUNTY OF DARE

By: \_\_\_\_\_ (SEAL)  
Chairman or his designee  
Date: \_\_\_\_\_



*Consent Agenda*

**Description**

1. Approval of Minutes - August 17, 2020
2. Water Dept. NCDOT Right of Way Encroachment Agreement for Cape Hatteras Well Project
3. Charge to the Tax Collector
4. Dare Soil and Water Conservation District Grant
5. DHHS Construction Project Capital Project Amendment
6. Transportation Program-Additional Grant Award/Change Order from NCDOT CARES Act Round 2
7. Health & Human Services - Public Health Div., Breaking Through Task Force - Public Awareness Campaign to Address Community Mental Health Grant Funds to Dare County Transportation Program
8. Health & Human Services - Public Health Div., Strategic Planning Framework Grant

**Board Action Requested**

Approval

**Item Presenter**

Robert Outten, County Manager



*Approval of Minutes*

**Description**

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

**Board Action Requested**

Approve Previous Minutes

**Item Presenter**

Robert Outten, County Manager



# County of Dare

P.O. Box 1000 | Manteo, NC 27954

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## MINUTES

### DARE COUNTY BOARD OF COMMISSIONERS MEETING

Dare County Administration Building, Manteo, NC

**5:00 p.m., August 17, 2020**

Commissioners present: Chairman Robert Woodard, Sr., Vice-Chairman Wally Overman  
Rob Ross, Steve House, Jim Tobin, Danny Couch, Ervin Bateman

Commissioners absent: None

Others present: County Manager/Attorney, Robert Outten  
Deputy County Manager/Finance Director, David Clawson  
Master Public Information Officer, Dorothy Hester  
Clerk to the Board, Cheryl C. Anby

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](http://www.darenc.com).

At 5:04 p.m. Chairman Woodard called to order the regularly scheduled meeting with appropriate prior public notice having been given. Rev. Spottswood Graves provided an invocation which was shared by Chairman Woodard. The Chairman then led the Pledge of Allegiance to the flag.

#### **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:

- Rev. Tom Murphy passed away yesterday at the age of 85. He lived a truly remarkable life always serving others. He made a difference and noted “the church must make a difference where it is...and must serve it’s community not just it’s own members”. In addition to his ministry, which provided childcare for toddlers and infants for high school-age parents, he served for over twenty-five years as the pastoral representative on a Permanency Planning Team for Child Protective Services. He chaired the Board of Directors of the Outer Banks Hotline for many years. He also served the community on the Citizens Advisory Council, Co-chaired the Task Force on Higher Education and the Emergency Food and Shelter Board. He lived a remarkable life always serving others and made a difference in “a broken world”. He spoke his mind yet was always respectful and will be sorely missed.

- He provided an overview of his recent video message which included five steps to help manage stress during Covid-19 restrictions. These were: (1) take a break from the news (2) connect with others (3) exercise (4) maintain a healthy diet and (5) get enough sleep.

**ITEM 2 – APPOINTMENT OF TAX ASSESSOR AND REAPPOINTMENT OF TAX COLLECTOR (Att. #1, #2 & #3)**

Greta Skeen had retired as Dare County Tax Assessor last month. Hosea E. Wilson, III applied for the position and currently served as Assistant County Tax Assessor. Chairman Woodard announced the Board could not be more pleased with the expertise and experience he brings to the position.

**MOTION**

Vice-Chairman Overman motioned to appoint Hosea E. Wilson, III, as Tax Assessor, for a four-year term expiring July, 2024.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

**MOTION**

Commissioner Bateman motioned to reappoint Becky Huff as Tax Collector for a four-year term expiring July, 2024.

Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

Chairman Woodard added the County could not be more fortunate to have her talents. Following a unanimous Board vote, oaths were administered by the Clerk to both the newly appointed Tax Assessor and reappointed Tax Collector.

**County Manager Outten announced the State had appointed Jacqueline J. Tillett as Director of the Dare County Board of Elections.** Chairman Woodard noted she had thirty-five years of service with the County and the County Manager voiced the County's delight in her appointment. A motion was not needed by the Board. The Clerk administered the oath of office to her as Board of Elections Director, with a four-year term expiring July, 2024.

**ITEM 3 – PRESENTATION OF COUNTY SERVICE PINS**

The County Manager announced the following service pin recipients, whose employment anniversaries took place in August, 2020:

1. Edward Cottrell, Deputy Sheriff Master Officer (10 yrs.)
2. Brianne Anderson, Emergency Med Tech Paramedic (10 yrs.)
3. Evelyn Berry, Social Worker III (10 yrs.)
4. Jonathan Deweese, Landfill/Transfer Supervisor (10 yrs.)
5. Ray Owens, Detention Asst. Shift Leader (15 yrs.)
6. Constance Daniels, Custodian – Health Dept. (15 yrs.)
7. Jeffrey Mitchell, Emergency Med Tech Captain (20 yrs.)
8. Elizabeth Fiedler, Library Assistant (20 yrs.)
9. Barry Peele, WTP Operator (20 yrs.)
10. Walter Duprey, Deputy Sheriff Captain (25 yrs.)
11. Katharina Bracey, Technical Services Superintendent (30 yrs.)

#### **ITEM 4 – PUBLIC COMMENTS**

At 5:43 p.m. the Manager outlined the procedure for making public comments via email to [dcbo@darenc.com](mailto:dcbo@darenc.com) to the Board. No one responded to the invitation to address the Board. The County Manager closed Public Comments at 5:44 p.m.

#### **ITEM 5 – ANNUAL SETTLEMENT**

Becky Huff, Tax Collector, presented the County Settlement for the 2019 tax year. With the onset of Covid-19, the department had suspended enforced collections for approximately eight weeks. The total collection rate at June, 2020 was 99.24%. Last year's collection rate had been 99.48%. She added tax bills were now available online along with the occupancy and food and beverage monthly tax reporting. Ms. Huff also reported an electronic check option program had been initialized at a cost of only 35 cents to the taxpayer. Due to the Covid-19 pandemic and the extension of deadline, the Board was asked to approve the report, as the 2020 tax bills would not be generated until late August, 2020. These new tax bills would include a breakdown of personal property. Mrs. Huff advised that Airbnb and VRBO (rental online marketplace companies) were now paying occupancy taxes directly to Dare County. She advised the Charge to the Collector by the Board would be requested at the September 8, 2020 Board meeting on the Consent Agenda.

#### **ITEM 6 – DOMINION ENERGY PROPOSED NEW TRANSMISSION LINE**

Winnie Wiseman, External Affairs, for Dominion Energy North Carolina, along with Robert Richardson, Craig Hurd and William Barrett provided a presentation for a proposed new transmission line from Dominion's Colington Substation to the Nags Head Substation. Dominion was currently in the early stages of the feasibility of several routes for a new electric transmission line with survey work done to determine what utilities were above and underground on both sides of Route 158. Currently circuits ran parallel to the Wright Memorial Bridge. Those lines entered Kitty Hawk substation and two lines come out of Kitty Hawk substation. From the Colington Tap to the Oregon Inlet Delivery Point, there remained only one radial line of transmission with no alternative feed in the event of an outage. Research thus far projects that in 2024 the area's growth would increase substantially. The Colington area to the Oregon Inlet was expected to have an estimated growth of 30% over the next decade. That estimated growth in megawatts by 2024 indicates a second transmission line may be necessary to reduce the risk of outages. In the event one transmission line is lost from a storm event Dominion would have the ability to switch customers to the second circuit. Mr. Richardson explained it could take up to five years or more to build a transmission line from feasibility, planning to construction phase. Dominion's representatives offered patience would be required while they continued their critical evaluation needed for a potential circuit and routes. They had not selected a preferred route at this time and are expecting some reportable results in April or May of next year. When asked why areas with underground service still exhibited above-ground power poles, Mr. Richardson explained it was quite possible the existing lines belonged to Comcast, Verizon or other communication services where underground service had not been used. Mr. Richardson noted during Dominion feasibility studies NCDOT was consulted to take into consideration any current or future roadway projects. Obtaining easements for the stretch of the potential new transmission line would be an added concern. Commissioner Couch inquired as to the expense for the project and Mr. Richardson explained the cost would be distributed amongst the current 2.5 million Dominion customers, as with all other projects.



### **ITEM 7 – 2020 CENSUS UPDATE**

Derek A. Dorazio, the regional representative for ten counties of the Albemarle Region, provided a virtual update on the status of the 2020 Census. He provided Dare County's ranking among the other counties as 96 (lowest) and noted in the 2010 census our area had a 45.6% response rate. The Census Bureau would begin follow-up response requests in person across the area after September 30, 2020 with the focus on our year-round residents. The data from the 2000 Census reflected a 37% response from Dare County. The County had passed a resolution in September 2019 and appointed a Dare County Complete Count Committee to disseminate information. He applauded the efforts in our area thus far to impress upon the public the importance of the 2020 Census. There would be an effort to make one household visit to each non-responsive residence to determine whether it was vacation home or that of a full-time resident. He commented that an expected response rate goal for all of North Carolina was 60%. Each counted North Carolinian resident could equal an approximate value of \$2,000 for yearly government funding projects, which included Medicare, Medicaid and other per capita programs for the next ten years. He explained the Count Question Resolution Program would provide all jurisdictions an opportunity to request a review and/or challenge the official final census count. Dorothy Hester provided some follow-up guidance with the report. She explained the reported current percentage response rate of 34% included homes that are known to be vacant or occupied by vacationers. Dare County has reported with a 79-80% response rate based on reported occupied homes of year-round residents. Commissioner Tobin commented there were many Hispanic residents who were wary of responding to the census. Ms. Hester added there were "trusted sources" in the tutors who work with many of the children in their homes each week and she acknowledged perhaps more could be organized in that area.

### **ITEM 8 – GRANT PROJECT ORDINANCE FOR CORONAVIRUS RELIEF FUND CARES ACT HAVA ELECTIONS GRANT**

Board of Elections presented the Board with the initial budget for a CARES Act HAVA (Help America Vote Act) Elections Grant through the State which makes available \$76,351.00. Eligible expenditures must be incurred during March 1, 2020 through December 30, 2020.

#### **MOTION**

Commissioner House motioned to adopt the Grant Project Ordinance to establish the initial budget for a CARES Act HAVA Elections Grant.

Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

### **ITEM 9 – 2020 ROADMAP OF NEED**

Commissioner Rob Ross provided the Board with a presentation regarding a whole child needs assessment for North Carolinian youth. The Public School Forum of North Carolina's Center for Afterschool Programs provided in their annual report twenty indicators of wellness across four domains: (1) Health, (2) Youth Behavior and Safety, (3) Education and (4) Economic Development. Commissioner Ross provided details for Dare County in each of these areas and noted Dare's ranking among the 100 state counties. He applauded the various agencies, educators, community organizations, charities, religious and faith-based organizations, as well as parents who had garnered Dare's current rankings.

**ITEM 10 – RESOLUTION RECOGNIZING THE 100<sup>TH</sup> ANNIVERSARY OF THE RATIFICATION OF THE 19<sup>TH</sup> AMENDMENT (Att. #4)**

Chairman introduced a resolution to the Board to commemorate the 100<sup>th</sup> anniversary of the ratification of the 19<sup>th</sup> Amendment to the U.S. Constitution, which granted women the right to vote on August 18, 1920.

**MOTION:**

Vice-Chairman Overman motioned to adopt the resolution to recognize the 100<sup>th</sup> anniversary of the ratification of the 19<sup>th</sup> Amendment to the U.S. Constitution.

Commissioner Bateman seconded the motion

VOTE: AYES unanimous.

**ITEM 11 – CONSENT AGENDA**

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

**MOTION**

Commissioner Tobin motioned to approve the Consent Agenda:

- 1) Approval of Minutes (07.20.20) **(Att. #5)**
- 2) Retirement of Deputy Sheriff K9 Bady
- 3) Southern Albemarle Association, Annual Meeting Invitation List
- 4) Disaster Debris Monitoring – Kill Devil Hills
- 5) Disaster Debris Monitoring – Southern Shores
- 6) Disaster Debris Monitoring – Kitty Hawk
- 7) Disaster Debris Monitoring – Manteo
- 8) Disaster Debris Monitoring – Duck
- 9) Dare County Comprehensive Disaster Recovery Management Services Contract \*\*
- 10) MOU Between Dare County and Kill Devil Hills – Relocation of the Public Water Supply Emergency Interconnection
- 11) Interlocal Agreements with Municipalities per the Dare County Plan for the NC Covid-19 Relief Fund
- 12) Tax Collector's Report
- 13) Amendment to Architectural Contract for Animal Shelter Construction
- 14) Dare County Department of Health and Human Services Public Health Division Covid-19 Funding
- 15) GEM – Gentle Expert Memorycare

Commissioners Ross and House seconded the motion.

VOTE: AYES unanimous

**ITEM 12 – BOARD APPOINTMENTS**

1) Dare County Center Advisory Board

Vice-Chairman Overman motioned to reappoint Rob Ross, Emily Hall, Mitchell Bateman and Samantha Brown to another term and appointed Pamela Zafra to fill the vacancy of John D. Sibunka.

Commissioner House seconded the motion.

VOTE: AYES unanimous

2) Health and Human Services Board

Commissioner Bateman motioned to reappoint Dr. Mark Grossman, Wally Overman and Alexis Hodges to another term and to appoint Janine Sewell to fill vacancy of Frank Hester.

Commissioner Couch seconded the motion.

VOTE: AYES unanimous

3) Upcoming Board Appointments

The upcoming Board appointments for September, October and November, 2020 were announced.

**ITEM 13 – 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 Tobin

- He met with ten fishermen from Dare along with Donald Trump Jr. recently and discussed ocean accessibility. Mr. Trump agreed to coordinate a meeting with Mark Meadows, White House Chief of Staff, for further discussion. It is hoped this will aid in getting Hatteras Inlet identified as a federal channel along with other dredging issues.
- He provided a dredge update and noted a new Coast Guard requirement had been discovered which necessitated another auxiliary generator on the dredge. The contract bid is being readjusted by Conrad with a response expected this week.
- Requested Sheriff Jeff Abrose be remembered in prayer, as he was currently in Norfolk Hospital’s ICU with some heart issues.

Commissioner Ross

- He announced the Audit Committee would be meeting in October 5, 2020. An updated report to the Board would be provided after that meeting.
- Extended condolences to the loss of a long-time Nags Head resident, Ward Moore, who passed over the weekend.
- He shared his letter sent earlier to The Virginian-Pilot with the Board, entitled “Our Police are Essential to a Civilized Society”. He added nationally there are leaders who agree with a defunding or removal of police programs. The actions by elected officials against police will have very severe long term effects. His position was “no civilized society will survive without professional law enforcement” with an unqualified position of support to the dedicated men and women in our police force.

Commissioner House

- He reported Senator Tillis had been instrumental in blocking Senate Bill No. 908, “Fluke Fairness Act” a quota relocation of summer flounder from passing. The bill would have reduced a large quota of flounder from North Carolina and move it to the northern state.
- He reminded everyone to visit the SPCA to consider adopting or fostering a pet, which would certainly ease some stress many are now experiencing.
- Today in history: On August 17, 1565, the first group of colonist under Ralph Lane landed in the new world to create the Roanoke Colony on Roanoke Island. The second colony, led by John White landed in 1587 and became known as the Lost Colony.

#### Vice-Chairman Overman

- He offered his congratulations to the eleven service pin recipients, whose cumulative employment totaled 185 years of service to the County. He noted the County was truly blessed to have each of them.

#### Commissioner Bateman

- He thanked Chairman Woodard for the review on relieving stress during Covid-19. He offered that pressures was certainly being felt by many of his employees, who were now becoming teachers to their children, all while balancing their work responsibilities, along with childcare decisions and exorbitant expenses.

#### Commissioner Couch

- He would be attending the Children Youth Partnership meeting in September and felt the very talented group served the community well. He added hearing from the Children Youth Partnership about the current “state of our children” was a timely topic.
- He noted Mary Anne Wetzel, a skilled education professional, had passed last week and her expert handling of the schools’ social dynamics would be sorely missed.
- He remembered Rev. Jeromie Woolard, who had begun a church ministry twenty years ago on Hatteras Island, had relocated to New Smyrna Beach, Florida, and recently died.

#### Chairman Woodard

- Explained there was a vacancy on the Jennette’s Pier Advisory Committee. One Board appointee, Mr. Tauber currently served on the committee; however, there remains a vacancy to be filled with a Board appointment.

#### **MOTION**

Chairman Woodard motioned to appoint Commissioner Steve House to serve on the Jennette’s Pier Advisory Committee.

Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

- He attended Superintendent Farley’s department head meeting today and gave an overview of the many ways teachers and school staffs were slated to help both parents and students adjust to the new online teaching practices, which include after-hour instruction.

#### **MANAGER’S/ATTORNEY’S BUSINESS**

County Manager recognized Darren Hager, Paramedic with Dare County Emergency Medical Services. He had received the EMT of the Year award from the VFW (Veterans of Foreign Wars). Darren has been employed with Dare County for two years and “has excelled...with excellent patient care” according to Chief Collins.

The County Manager advised he had continued follow-up communication with Sarah O’Doio from UNC DFI regarding workforce housing. Though their staff was still prohibited travel due to Covid-19, the group continued to seek suitable properties, which had been challenging. They were engaged with the local Chamber of Commerce, and as suggested earlier, they had also included the parcel search to areas in Currituck County. There was a survey that would be launched to the business community after Labor Day, as an additional research tool, with an expected update from UNC Development Finance Initiative in September.

**Finance Director David Clawson:**

Advised there would be contract amendments for Barnhill Construction for the COA project demolition at the next Board agenda.

**Dorothy Hester:**

This afternoon the newsletters for the three divisions of Parks and Recreation were released with some program offerings for safe youth activities, which had been coordinated with Health & Human Services. Noting the many planned events for the County’s 150<sup>th</sup> anniversary had been cancelled due to Covid concerns, her department would revisit the possibility of some alternative plans to commemorate the event.

**ITEM 14 – CLOSED SESSION**

The County Manager advised the Board the scheduled Closed Session would not be needed at this time.

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

**MOTION**

Commissioner Tobin motioned to adjourn the meeting.

Commissioner House seconded the motion.

VOTE: AYES unanimous

At 8:08 p.m., the Board of Commissioners adjourned until 9:00 a.m., September 8, 2020.

Respectfully submitted,

[SEAL]

By: \_\_\_\_\_  
Cheryl C. Anby, Clerk to the Board

APPROVED: By: \_\_\_\_\_  
Robert Woodard, Sr., Chairman  
Dare County Board of Commissioners

Note: Copies of attachments (Att.), ordinances, resolutions, contracts, presentations, and supporting material considered by the Board of Commissioners at this meeting are on file in the office of the Clerk to the Board.



*Water Department NCDOT Right of Way Encroachment Agreement for Cape Hatteras Well Project*

**Description**

The Dare County Water Department is requesting that the Right of Way Encroachment Agreement be approved for a water line on Water Association Road, Frisco.

**Board Action Requested**

Approval of NCDOT Right of Way Encroachment Agreement.

**Item Presenter**

Pat Irwin

DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY ENCROACHMENT AGREEMENT

-AND-

PRIMARY AND SECONDARY HIGHWAYS

Dare County

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and between the Department  
the \_\_\_\_\_  
of Transportation, party of the first part; and Dare County \_\_\_\_\_  
\_\_\_\_\_ party of the second part,

WITNESSETH

THAT WHEREAS, the party of the second part desires to encroach on the right of way of the public road designated as  
Route(s) SR1269 \_\_\_\_\_, located Starting at the existing water treatment plant +/-900'  
South of the SR1269 and NC 12 intersection.

with the construction and/or erection of: +/-2,400 LF of 10" water transmission main and all associated appurtenances  
installation, and roadway entrance.

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of  
the first part in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the  
right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right  
and privilege to make this encroachment as shown on attached plan sheet(s), specifications and special provisions which are  
made a part hereof upon the following conditions, to wit:

That the installation, operation, and maintenance of the above described facility will be accomplished in accordance with the party of  
the first part's latest POLICIES AND PROCEDURES FOR ACCOMMODATING UTILITIES ON HIGHWAY RIGHTS-OF-WAY, and such  
revisions and amendments thereto as may be in effect at the date of this agreement. Information as to these policies and procedures  
may be obtained from the Division Engineer or State Utility Agent of the party of the first part.

That the said party of the second part binds and obligates himself to install and maintain the encroaching facility in such safe and  
proper condition that it will not interfere with or endanger travel upon said highway, nor obstruct nor interfere with the proper maintenance  
thereof, to reimburse the party of the first part for the cost incurred for any repairs or maintenance to its roadways and structures  
necessary due to the installation and existence of the facilities of the party of the second part, and if at any time the party of the first part  
shall require the removal of or changes in the location of the said facilities, that the said party of the second part binds himself, his  
successors and assigns, to promptly remove or alter the said facilities, in order to conform to the said requirement, without any cost to the  
party of the first part.

That the party of the second part agrees to provide during construction and any subsequent maintenance proper signs, signal lights,  
flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices  
for Streets and Highways and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained  
from the Division Engineer of the party of the first part.

That the party of the second part hereby agrees to indemnify and save harmless the party of the first part from all damages and  
claims for damage that may arise by reason of the installation and maintenance of this encroachment.

That the party of the second part agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the  
Division Engineer of the party of the first part. The party of the second part agrees to exercise every reasonable precaution during  
construction and maintenance to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water  
impoundments, ground surfaces or other property; or pollution of the air. There shall be compliance with applicable rules and regulations  
of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances  
and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any  
installation or maintenance operation disturbs the ground surface and existing ground cover, the party of the second part agrees to  
remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Division Engineer of the party of the  
first part.

That the party of the second part agrees to assume the actual cost of any inspection of the work considered to be necessary by the  
Division Engineer of the party of the first part.

That the party of the second part agrees to have available at the construction site, at all times during construction, a copy of this  
agreement showing evidence of approval by the party of the first part. The party of the first part reserves the right to stop all work unless  
evidence of approval can be shown.

Provided the work contained in this agreement is being performed on a completed highway open to traffic; the party of the second part  
agrees to give written notice to the Division Engineer of the party of the first part when all work contained herein has been completed.  
Unless specifically requested by the party of the first part, written notice of completion of work on highway projects under construction will  
not be required.

That in the case of noncompliance with the terms of this agreement by the party of the second part, the party of the first part reserves  
the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to the party of the  
first part.

That it is agreed by both parties that this agreement shall become void if actual construction of the work contemplated herein is not  
begun within one (1) year from the date of authorization by the party of the first part unless written waiver is secured by the party of the  
second part from the party of the first part.

During the performance of this contract, the second party, for itself, its assignees and successors in interest (hereinafter referred to as  
the "contractor"), agrees as follows:

- a. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally-  
assisted programs of the U. S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be  
amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and  
made a part of this contract.
- b. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the

grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

- c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,
  - (1) withholding of payments to the contractor under the contract until the contractor complies, and/or
  - (2) cancellation, termination or suspension of the contract, in whole or in part.
- f. Incorporation of Provisions: The contractor shall include the provisions of paragraphs "a" through "f" in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

R/W (161) : Party of the Second Part certifies that this agreement is true and accurate copy of the form R/W (161) incorporating all revisions to date.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed the day and year first above written.

DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_

DIVISION ENGINEER

ATTEST OR WITNESS:

\_\_\_\_\_  
Dare County

\_\_\_\_\_  
Second Party

INSTRUCTIONS

When the applicant is a corporation or a municipality, this agreement must have the corporate seal and be attested by the corporation secretary or by the empowered city official, unless a waiver of corporate seal and attestation by the secretary or by the empowered City official is on file in the Raleigh office of the Manager of Right of Way. In the space provided in this agreement for execution, the name of the corporation or municipality shall be typed above the name, and title of all persons signing the agreement should be typed directly below their signature.

When the applicant is not a corporation, then his signature must be witnessed by one person. The address should be included in this agreement and the names of all persons signing the agreement should be typed directly below their signature.

This agreement must be accompanied, in the form of an attachment, by plans or drawings showing the following applicable information:

1. All roadways and ramps.
2. Right of way lines and where applicable, the control of access lines.
3. Location of the existing and/or proposed encroachment.
4. Length, size and type of encroachment.
5. Method of installation.
6. Dimensions showing the distance from the encroachment to edge of pavement, shoulders, etc.
7. Location by highway survey station number. If station number cannot be obtained, location should be shown by distance from some identifiable point, such as a bridge, road, intersection, etc. (To assist in preparation of the encroachment plan, the Department's roadway plans may be seen at the various Highway Division Offices, or at the Raleigh office.)
8. Drainage structures or bridges if affected by encroachment (show vertical and horizontal dimensions from encroachment to nearest part of structure).
9. Method of attachment to drainage structures or bridges.
10. Manhole design.
11. On underground utilities, the depth of bury under all traveled lanes, shoulders, ditches, sidewalks, etc.
12. Length, size and type of encasement where required.
13. On underground crossings, notation as to method of crossing - boring and jacking, open cut, etc.
14. Location of vents.

GENERAL REQUIREMENTS

1. Any attachment to a bridge or other drainage structure must be approved by the Head of Structure Design in Raleigh prior to submission of encroachment agreement to the Division Engineer.
2. All crossings should be as near as possible normal to the centerline of the highway.
3. Minimum vertical clearances of overhead wires and cables above all roadways must conform to clearances set out in the National Electric Safety Code.
4. Encasements shall extend from ditch line to ditch line in cut sections and 5' beyond toe of slopes in fill sections.
5. All vents should be extended to the right of way line or as otherwise required by the Department.
6. All pipe encasements as to material and strength shall meet the standards and specifications of the Department.
7. Any special provisions or specifications as to the performance of the work or the method of construction that may be required by the Department must be shown on a separate sheet attached to encroachment agreement provided that such information cannot be shown on plans or drawings.
8. The Department's Division Engineer should be given notice by the applicant prior to actual starting of installation included in this agreement.





*Charge to the Tax Collector*

**Description**

It is required each year that the Board, by motion, charge the Tax Collector to begin tax collections on current taxes based on the budgeted valuation of \$ 16,180,264,969 and the gross county and municipal levies of \$ 97,529,453.78. This order will cover the 2020 taxes for Dare County and the Towns of Kill Devil Hills, Kitty Hawk, Manteo, Southern Shores, and Duck.

**Board Action Requested**

Charge the collector to begin tax collections on the 2020 levy.

**Item Presenter**

Becky Huff, Tax Collector



*Dare Soil and Water Conservation District Grant*

**Description**

The NC Department of Agriculture and Consumer Services-Division of Soil & Water Conservation has awarded the Dare Soil & Water Conservation District a \$32,700 grant for the needed repairs of drainage ways resulting from hurricanes and subsequent flooding. This grant will restore approximately 6,000 lineal feet of ditches and canals in Mainland Dare County from damage caused by Hurricane Dorian. No matching funds are required.

**Board Action Requested**

Approval

**Item Presenter**

Barton Grover, Dare Soil & Water Conservation District

# ***DARE COUNTY***

## ***BUDGET AMENDMENT***

***F/Y 2020/2021***

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
Department: Revenues:					
DSWC Grant Proceeds-Watershed	613025	422020	00768	32,700	

Expenditures:

Professional Services-Watershed	615760	710805	00768	32,700	
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Explanation:

The North Carolina Department of Agriculture and Consumer Services-Division of Soil & Water Conservation has awarded the Dare Soil & Water Conservation District a grant in the amount of \$32,700 for the needed repairs of drainage ways resulting from hurricanes and subsequent flooding. This grant will restore approximately 6,000 lineal feet of ditches and canals in Mainland Dare County from damage caused by Hurricane Dorian. No matching funds are required.

**Approved by:**

Board of Commissioners: \_\_\_\_\_

Date: \_\_\_\_\_

County Manager: \_\_\_\_\_

Date: \_\_\_\_\_

(sign in red)

*Finance only:*

Date entered: \_\_\_\_\_ Entered by: \_\_\_\_\_ Reference number: \_\_\_\_\_



*DHHS Construction Project Capital Project Amendment*

**Description**

AR Chesson Construction has credited (reduced) the guaranteed maximum price by their preconstruction services fee of \$41,465. This reduces the GMP to \$4,770,008. The attached amendment to the capital project ordinance decreases the GMP line item and increases owner's contingency by that amount.

**Board Action Requested**

Adopt the amendment to the capital project ordinance.

**Item Presenter**

David Clawson, Finance Director

**County of Dare, North Carolina  
Capital Project Ordinance  
For Series 2020B LOBs**

BE IT ORDAINED as authorized by the Board of Commissioners of the County of Dare, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted for the planned Series 2020B Limited Obligation Bonds.

Section 1 This ordinance is to update the project budget for the DHHS project for a credit to the GMP by AR Chesson Construction for their preconstruction fee. This ordinance amends the capital project ordinance adopted 9/18/2017, and amended on 8/6/2018, 1/22/2019, 2/4/2019, 6/3/2019, 6/17/2019, 7/15/2019, 7/16/2019, 8/5/2019, 12/2/2019, 12/16/2019, 1/21/2020, 2/4/2020, 3/16/2020, 4/6/2020, 6/12/2020, 8/14/2020, 8/17/2020, and 9/8/2020.

Section 2 The following budget shall be conducted within the Capital Projects Fund (fund #61).

Section 3 The following appropriations are changed as indicated:

**DHHS Project:**

Guaranteed Maximum price	615550-737500-60339	\$41,465 decrease
Owner's contingency	615550-750000-60339	\$41,465 increase

Section 4 The following revenues are additionally anticipated to be available to complete the project as changed below:

Debt proceeds S2020B LOBs	613090-470318-98726	no change
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Section 5 After this amendment, the following amounts are budgeted for the S2020 LOBs to date:

COA	\$1,703,403	no change
Animal Shelter	\$6,596,988	no change
DHHS buildings	\$5,738,583	
Manteo HS roof	\$1,000,000	
Manteo property & renovations	\$781,959	
Buxton property	\$320,043	
EMS equipment 2020 CIP	\$1,498,316	
Total		\$17,639,292 no change

Section 6 The Finance Officer is directed to report the financial status of the project as a part of the normal ongoing financial reporting process.

Section 7 Copies of this capital project ordinance shall be furnished to the Budget Officer, the Finance Officer and to the Clerk to the Board of Commissioners.

Adopted this 8<sup>th</sup> day of September, 2020.

\_\_\_\_\_  
Chairman, Board of Commissioners

[SEAL]

\_\_\_\_\_  
Cheryl Anby, Clerk to the Board of Commissioners



*NCDOT Award of CARES Act Funds to  
Dare County Transportation Program*

**Description**

The NCDOT has awarded Dare County additional funds through the CARES Act grant program. These additional funds total \$247,694.00, which bring grant totals awarded to the County Transportation Program to \$388,213.00.

**Board Action Requested**

Approve the Budget Amendment and Change Order

**Item Presenter**

Robert Outten, County Manager

# **DARE COUNTY**

## **BUDGET AMENDMENT**

**F/Y 2020/2021**

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
<u>Department: Transportation</u>					
<u>Revenues:</u>					
NCDOT CARES - Transportation	143025	422216		247,694	
<u>Expenditures:</u>					
Transportation Operating Costs	144661	513400		247,694	

**Explanation:**

The North Carolina Department of Transportation (NCDOT) has notified Dare County that it has awarded the County additional funds through Round 2 of the CARES Act grant program. These additional funds total \$247,694, bringing the total CARES grant funds awarded to the County's Transportation system to \$388,213. These funds can be used to offset operating expenses in the system, such as driver salaries & benefits, fuel, cleaning supplies, personal protective equipment, first aid supplies, oil, tires, and vehicle repairs and maintenance. This grant is 100% federally funded and does not require local match funds.

**Approved by:**

Board of Commissioners: \_\_\_\_\_

Date: \_\_\_\_\_

County Manager: \_\_\_\_\_

Date: \_\_\_\_\_

(sign in red)

*Finance only:*

Date entered: \_\_\_\_\_ Entered by: \_\_\_\_\_ Reference number: \_\_\_\_\_

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION  
Public Transportation Division  
AGREEMENT CHANGE REQUEST

PROGRAM	FY20 CARES_Operating	
AGREEMENT	2000040863	COUNTY OF DARE
SUB-RECIPIENT	COUNTY OF DARE	
WBS	49233.21.1.2	
SUBMITTED BY	Sharon FLATT	
REASON FOR CHANGE: *	The North Carolina Department of Transportation (NCDOT) notified Dare County that additional operational funds of \$247,694 are available through the federal Transportation CARES Act grant program. Please amend our agreement to reflect this increase.	

LINE	EXPENSE DESCRIPTION	APPROVED BUDGET	CHANGE AMOUNT	CHANGE AMOUNT (\$)	PROPOSED AMOUNT
0015	0115 - Operations (ALL OTHERS EXCEPT PE)	\$125,100	\$1,000	\$247,694	\$473,794
<b>TOTAL EXPENSES</b>		<b>\$125,100</b>	<b>\$1,000</b>	<b>\$247,694</b>	<b>\$473,794</b>

LINE	REVENUE AND CONTRA ACCOUNTS	APPROVED BUDGET	CHANGE AMOUNT	CHANGE AMOUNT (\$)	PROPOSED AMOUNT
F011	F111 - General Public Funds	\$125,000			\$125,000
<b>TOTAL REVENUES AND CONTRA ACCOUNTS</b>		<b>\$125,000</b>			<b>\$125,000</b>

<b>TOTAL NET EXPENSES</b>	<b>\$140,519</b>	<b>\$3,032</b>	<b>\$247,694</b>	<b>\$388,213</b>
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FUNDING SOURCES		APPROVED BUDGET	CHANGE AMOUNT (+/-)	PROPOSED AMOUNT
FEDERAL SHARE:	100%	\$140,519	\$247,694	\$388,213

REVENUE AND OTHER SOURCES FOR LOCAL SHARE AMOUNT			
REVENUE	DESCRIPTION	ADDITIONAL DETAIL	CHANGE AMOUNT (+/-)
R264	Federal Vocational Rehabilitation		
R265	Federal Older Americans Act - Title III Fund		
R269	Other non-DOT grant (Specify):		
R362	State Operating - SMAP		
R364	State Operating - RGP		
R369	Non-federal grant (Specify):		
R372	Local Cash (list each source):		
R372	Local Cash (list each source):		
R372	Local Cash (list each source):		



REVENUE	DESCRIPTION	ADDITIONAL DETAIL	CHANGE AMOUNT (+/-)
R372	Local Cash (list each source):		
R372	Local Cash (list each source):		
R385	Advertising Profits		
R411	Aging Program		
R412	Department of Social Services		
R413	Sheltered Workshop		
R414	Mental Health Program(s)		
R415	Health Department		
R416	Community Action Program		
R417	Head Start Program		
R418	Daycare		
R419	Medical		
R420	Parks and Recreation		
R421	Public/Private School		
R422	Teen Parent		
R423	Community Living Skills		
R424	Hospital		
R425	Community College		
R426	College/University		
R427	Aging Program Supplement		
R428	Child Development		
R429	Work First		
R430	Other Service Charges:		
R431	Blind Services		
R432	Vocational Rehabilitation		
R433	Community Services Block Grant		
R434	Smart Start		
R435	Agricultural Extension		
R436	JTPA		
R437	Nursing Home		
R438	Rest Home		
R439	Private Individual		
R440	Elderly and Disabled Transportation Assistant Program (EDTAP)		
R497	Investment Income		
R811	Sale of materials and scrap		
R821	Sale proceeds from fixed assets		
R844	Cash Donations		
R861	Rental Income		

REVENUE	EXCEPTION	PROPOSED DATE	CHANGE
0000	Other revenue not elsewhere classified		
<b>TOTAL REVENUE AND OTHER SOURCES FOR LOCAL SHARE</b>			

**SUB-RECIPIENT AUTHORIZING SIGNATURE**

I have read and accept terms and conditions of the grant funding. Those terms and conditions are incorporated into this contract change, as executed by the pin number entered below.

Name:  PIN:  Date:

**Submit**

**Save**

**Check**



*Health & Human Services-Public Health Division  
Breaking Through Task Force -  
Public Awareness Campaign to Address Community Mental Health Grant*

**Description**

The Public Health Division has received a grant from the Outer Banks Hospital Grants Program for a public awareness and education campaign for the Breaking Through Task Force to reduce the stigma related to behavioral health and to improve the overall wellness of our community through better access to care, support, improved functioning and promotion of positive mental health. Funding will be used for supplies for the Chalk about Mental Health, purchase video equipment for the Mental Health Champions Video Series, printing of the Adult Mental Health Workbooks and Resource Guides, and promotional materials.

**Board Action Requested**

Approve Budget Ammendment

**Item Presenter**

N/A

# DARE COUNTY

## BUDGET AMENDMENT

F/Y 2019-2020

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
<b>Department:</b>					
Human Services-Public Health					
<u>Revenues:</u>					
OBHDC-BTTF/MH Grant	103052	464722	56006	\$7,500	
<u>Expenditures:</u>					
Operating	104600	513400	56006	\$6,200	
Advertising & Promotion	104600	525600	56006	\$1,300	

Explanation:

OBHospital Grant Program - Breaking Through Task Force-Mental Health Campaign. Funding to be used to purchase supplies, materials, print mental health resource guides, purchase video equipment, & website and social media PSAs.

**Approved by:**

Board of Commissioners: \_\_\_\_\_

Date: \_\_\_\_\_

County Manager: \_\_\_\_\_

Date: \_\_\_\_\_

(sign in red)

*Finance only:*

Date entered: \_\_\_\_\_ Entered by: \_\_\_\_\_ Reference number: \_\_\_\_\_

# Follow Up

 Public Profile


## Breaking Through Task Force- Public Awareness Campaign to Address Community Mental Health Process: Outer Banks Hospital 2020- 2021 Grants Program




- Contact Info
- Request
- \$ Award Details



### Organization:



Dare County Department of Health and Human Services - Public Health  
 Division  
 56-6000293  
 252-216-0300  
 PO Box 669 109 Exeter St  
 Manteo, NC 27954

 If your organization information does not appear correct, please contact the funder. Thank you.

-  LOI
-  Application
-  Follow Up

-  FollowUp Packet
-  Question List

 Fields with an asterisk (\*) are required.


### ✓ GRANT AGREEMENT

#### Project and Grant Award Information

**Project Title**

**Breaking Through Task Force- Public Awareness Campaign to Address Community Mental Health****Amount Awarded**

\$ 7,500.00

**Decision Date** 06/01/2020✓ **Contract****Terms of Payment**

This grant will be paid after it has been certified that:

- The balance of all funds necessary for the first year of the program is available, and the grantee is committed to covering budget shortfalls resulting from operations, as well as providing a remittance to Vidant Health for excess funds that may remain after the grant period has expired.
- If, during the course of the year, there are any significant changes to the program's purpose, work plan, or financing, the grantee will immediately notify staff of the Vidant Health Community Benefit Grants Program.
- A report on the activities and expenditures of the program will be submitted each six months.
- If a random audit identifies that grant funds were not used appropriately, the recipient shall immediately repay the entire amount of such grant to Vidant Health.
- A statement that the total amount of the appropriation has been spent for the purpose stated above, and that the funds have been used for tax-exempt purposes only, will be signed upon completion of the program as set forth in the original application.
- The organization continues to have a tax-exempt status under the Internal Revenue Code, during the project period and for six months thereafter.
- If the recipient fails to comply with any of the Terms of Payment stated herein, the recipient shall immediately repay the entire amount of such grant to the Vidant Health.


- Vidant Health will be acknowledged for grant funding through literature, publications, newsletters, and events that are related to the funded project.
- If you are a Covered Entity for HIPAA purposes, (a health plan, health care provider or a health care clearinghouse that bills electronically) you must be in compliance with those rules to receive funding.

✓ Confirmation

**Name\***

Sheila F. Davies

**Date\***

 08/20/2020

# Breaking Through Task Force- Public Awareness Campaign to Address Community Mental Health

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*Outer Banks Hospital 2020- 2021 Grants Program*

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

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Dr. Sheila Davies  
PO Box 669  
109 Exeter St  
Manteo, NC 27954

sheila.davies@darenc.com  
O: 252-216-0300  
F: 252-473-2153

## ***Kelly Nettnin***

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PO Box 669  
109 Exeter St  
Manteo, NC 27954

kellyn@darenc.com  
O: 252-216-0300  
M: 252-216-3030



# Application Form

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## Project Title\*

Breaking Through Task Force- Public Awareness Campaign to Address Community Mental Health

## Amount Requested\*

Total dollar amount being requested from Vidant Health Community Benefit Grants Program to carry out the work of your project/program.

\$7,500.00

## Community Benefit Focus Area\*

Behavioral Health

## Project/Program Description\*

Summarize the intent and work of your program/project in one paragraph.

We are requesting continued funding for the Breaking Through Task Force's (BTTF) work to reduce the stigma related to behavioral health. Our goal is to improve the overall wellness of our community through better access to care, support, improved functioning and promotion of positive mental health.

During the 2016 Community Health Assessment (CHA), Healthy Carolinians of the Outer Banks (HCOB) determined that stigma, along with lack of education were the two biggest issues that impede individuals from getting help for mental health concerns. The BTTF was established to address stigma through community and education efforts. These concerns were echoed in the 2019 CHA. Furthermore, it was noted that community members did not know where to get help for mental health concerns.

The BTTF will continue a community involved approach to address mental health, while being mindful of the three levels of prevention (primary, secondary and tertiary). Strategies will address the general public, high risk situations, and for those who are living with mental health concerns.

We have seen success from our initiatives over the past year. Many organizations participated in our Chalk about Mental Health Campaign, which was kicked off at the September Board of Commissioners Meeting. To support this initiative, the Commissioners proclaimed September as Suicide Prevention Awareness Month in Dare County.

The Mental Health Champions initiative that we created for our video PSAs has provided opportunities for our community to become an integral part of breaking the stigma. We have had individuals and organizations inquire about becoming involved with the video series and recognized as Mental Health Champions.

We were able to secure scholarships for two team members to become Youth Mental Health First Aid trainers. Currently, our task force has the only two trainers in Dare County. We were also able to secure a supply of manuals, which has allowed us to offer the course free of cost.

We are beginning to see the intended outcomes of these initiatives. The BTTF has had an increase in membership as people want to get involved after learning about this important work. Additionally, members of the BTTF have been asked to make community presentations and some have been contacted with questions about how to link individuals to care.

While we have experienced success, there is more work to be done! We will achieve our goals through continuing our Chalk about Mental Health Campaign, the Mental Health Champions initiative, continued Mental Health First Aid courses, creating additional video PSAs, continuing our independent website, printing additional hard copy resource guides, and establishing robust community outreach in Dare County. We know the health and well-being of our community will be improved as our community becomes more comfortable talking about mental health issues and becomes more informed about resources and support available.

## Organization Mission\*

State your organization's Mission, and how the proposed project fits your mission.

The Dare County Department of Health & Human Services (DCDHHS) is committed to meeting the evolving health & social needs of our community. The 2016 & 2019 CHAs identified mental health as an evolving need in our community due to high suicide rates and alarmingly high response rates on surveys and focus groups pertaining to both mental health and substance use. As a result, HCOB formed BTTF to address stigma related to behavioral health issues and increase access to care through educating the community about treatment options. DCDHHS started the HCOB Partnership in the early 2000's and has remained one of two leading agencies in the partnership since. Since its inception, DCDHHS has served as the fiscal agent for HCOB in addition to staff having roles essential to the success of the partnership. One staff person serves as the CHA coordinator and another coordinates the partnership.

## Estimated # of People to be Served\*

25000

## Estimated # of People to be Served That Will Be Financially Needy\*

10000

## Organization & Program Information

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### Organization Background\*

Briefly summarize the organization's background and significant accomplishments.

The HCOB, is a product of DCDHHS' Healthy Carolinians Initiative, which was a state-wide effort that encouraged local public health departments to identify priority health issues and create or support coalitions and collaborative efforts that address them within their county. While the State of North Carolina no longer provides funds associated with HCOB, the partnership has continued to address health priorities with little to no funding, which further highlights the community partnership that supports HCOB and their initiatives.

Since 2001, HCOB has a long list of accomplishments which has included larger milestone markers to decrease motor vehicle injuries, increase resources for flu vaccination, the development of the Community Care Clinic of Dare, Miles of Smiles Mobile Dental Services for Children, Dare County's Missions of Mercy Dental Clinic, Dare CASA, New Horizons/PORT Health Services, and Dare Respite Care.

## Identified community need\*

Define the problem or **identified community need** that your project or program will address.

**Note:** Community Benefit programs address identified community needs; how was this need identified? (i.e., Community Health Needs Assessment, Behavioral Risk Factor Surveillance Survey, County Health Rankings, State Health Statistics, Healthy People 2020, Healthy Carolinians, etc.)

Since early 2000, the Dare County's Community Health Assessment has noted substance abuse and mental health as a consistent concern in the community. The 2016 & 2019 CHA process led the HCOB to also recognize them as two of three main health concerns of which to focus on for the next three years. Additionally, mental health aligns with two health indicators in Healthy North Carolina 2030.

## Project Objectives\*

List the objectives of your project or program and indicate what measurable changes and benefits will result.

Objective 1. Provide education to the general public on mental health concerns

Change/Benefit: Decrease stigma

Objective 2. Link people who are living with mental health concerns to education and resources available

Change/Benefit: Public awareness of resources, more individuals seeking treatment and early intervention

Objective 3. Connect care takers of individuals with mental health concerns to education and resources to ensure their own well-being

Change/Benefit: Caretakers who are mentally well are able to provide most appropriate level of care for their loved ones

Objective 4. Provide education on resources to the general public that may not have access or the ability to seek information online or struggle with healthcare navigation and literacy

Change/Benefit: Decreased barriers to treatment which can be created by individuals with lower reading levels and technological accessibility issues

Objective 5. Provide tools for community members to use to safely intervene in high risk situations

Change/Benefit: Less emergency department visits for mental health emergencies, increased access to early intervention and treatment services

Objective 6. Reduce the number of suicides in Dare County

Change/Benefit: Public awareness of warning signs of suicide, leading to increased early intervention and treatment

## Strategies\*

Describe the strategies/interventions/activities you will use to accomplish these objectives. Include timeline information with estimated completion dates. (If there is not enough room in the space allocated, you may attach a separate sheet with a timeline.)

BTTF CBGrant Timeline 2020.pdf

Product 1: Chalk about Mental Health- The BTTF will present a proclamation to the Board of Commissioners to have September declared as Suicide Prevention Awareness Month in Dare County. Participants will be provided sidewalk chalk to create art and spread messages of hope, support, and encouragement in public areas.

Product 2: Mental Health Champions Video Series- Educational videos featuring mental health champions will continue to be created and disseminated. Four additional videos will be published with aims to educate &

reduce stigma associated with mental health concerns. Each video will have a link for BTTF website where citizens can gain additional information and resources. Funding will be used to purchase video equipment and/or use videography services.

Product 3: Adult Mental Health Workbook- An Adult Mental health Workbook will be created containing journaling activities, calming activities, grounding techniques & educational handouts to help people engage in self-reflection, examine their thoughts and feelings, learn new skills, and explore ways to lead healthier, happier lives.

Product 4: Website & Marketing- The website will have resources for individuals living with mental health concerns and caregivers. Plans to establish the members only section of the website were delayed due to COVID-19 which will now be established in fall 2020. Funding will also be used to purchase promotional materials with the web address on them. BTTF will have giveaways to participate in community outreach events to promote the website and other materials created.

Product 5: Mental Health Resources Guides- Additional copies of the Mental health Resource Guide will be printed. In efforts to reach individuals who may have limited literacy or access to the internet, guides will be placed in a variety of locations these individuals may frequent.

Product 6: Mental Health First Aid- Continue to offer Youth Mental Health First Aid and provide a minimum of 3 classes a year.

## Metrics\*

Please download, complete the upload the Objectives/Activities/Outcome Measure sheet

BTTF GLM Application Objectives Form.pdf

## Project or Program Financial Information

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### Project/Program Budget\*

Download, complete and upload the Project Budget form in the area below.

GLM-Application-Expenses-Revenue-Form (1).pdf

### Other support\*

List the names of other organizations, both public and private, to which you have also applied for support **of this specific program**. Include the amount you requested and the status of your request (pending, approved, not approved) and date.

Dare Education Foundation - January 2019 - not approved

National Council for Behavioral Health - October 2018 - not approved

Vidant Community Benefit Grant Program - March 2019 - \$7,500 received

North Carolina PTA Youth Mental Health First Aid Train-the-trainer Scholarship - Summer 2019 - two staff trained approximate value \$5,000 received

## Letter(s) of Support

If the program you are applying for includes a working partnership with another organization to carry out the work of the project, you must include a letter of support from the partnering organization(s) that describes the support they will be providing. Their letter(s) of support should confirm their commitment to provide the services that you describe in your grant application.

Note: If you have multiple letters to upload please combine them into one file by using a scanner or the Fax to File tool in the left navigation list prior to uploading.

## Sustainability\*

How do you plan to continue this project/program once the grant period expires?

These strategies will add to the foundation for mental health programming for years to come that was established with the last Community Benefit grant. Many of the items will already be created and paid for, so there will not be recurring costs. When funding is necessary, the BTTF will provide in-kind staffing and solutions. The BTTF will continue to be diligent to seek out additional funding opportunities to pay the low costs associated with yearly website upkeep and marketing opportunities. NC Public Health's Healthy Communities initiative is starting to allow funding to be used for suicide prevention programs. Some of these funds could be applied to providing continued programming. We will be able to continue this project once the grant expires, by dedicating the trained staff members to continue to provide Mental Health First Aid classes. We will offer these classes for free, however, depending upon funding, participants may have to purchase their student manual for the training.

## Organization's fiscal year\*

From (mm-dd-yy) to (mm-dd-yy)

07-01-19 to 06-30-20

## Project budget\*

From (mm-dd-yy) to (mm-dd-yy)

08-01-20 to 06-30-21

## Fees\*

Will any of the requested funds be used to pay fees to a state or nationally-affiliated organization?

No

## Additional Requirements

### Staff Members\*

Provide a list of staff members that will be associated with the project or program, their title, and the date they joined your organization.

Kelly Nettnin, Communications Specialist, Joined DCDHHS August 2007, Founding Co-chair of BTTF first meeting held in September 2016

Sarah Gist, Social Worker, Joined DCDHHS July 2016, Joined BTTF September 2018

Rebecca Woods, Health Education & Outreach Supervisor, Joined DCDHHS June 2017, Joined BTTF July 2017, BTTF Co-chair

## Board Members\*

Provide a list of members of your board of directors (please indicate the titles of the officers of the board).

BTTF Grant App-Involved members (1).pdf

The Healthy Carolinians of the Outer Banks (HCOB) serves as the governing board for The Breaking Through Task Force. However, the Dare County Department of Health & Human Services serves as the Fiscal Agent for this initiative. Attached you will find Board Member lists for HCOB Partnership, The Breaking Through Task Force, and Dare County Department of Health & Human Services.

## Audit

Upload your most recent certified public accounting audit (if applicable). If you are a state, county, or municipal organization, please contact us regarding this request.

Link to Audit Report.pdf

## Current Budget\*

Upload a copy of your current fiscal year budget with a statement of year-to-date income and expenses.

02-2020 Year to Date Budget Report.pdf

## Annual Budget

Provide the annual budget for the fiscal year in which the proposed project or program will be conducted, if different from the current fiscal year.

Link to Budget.pdf

## *Submission Signatures and Attestation of Information*

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### Conflict of Interest Disclosure\*

Upload a completed, signed Disclosure/Conflict of Interest form.

GLM-Application-Disclosure-Form.pdf

### Signature Page\*

Upload a signature page signed by the primary grant contact, the chief executive office and the president or chair of your board of directors.

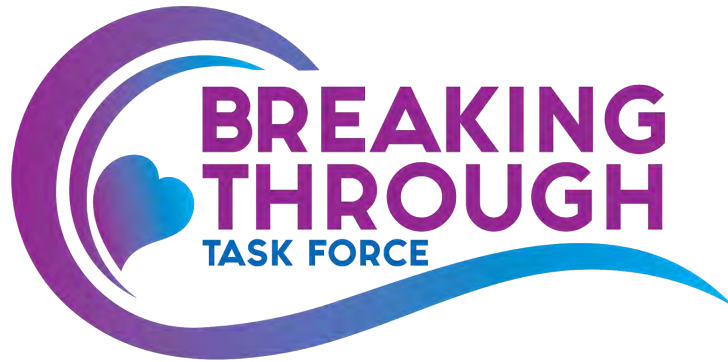
GLM-Application-Signature-Page-Form - signed.pdf

## File Attachment Summary

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### ***Applicant File Uploads***

- BTTF CBGrant Timeline 2020.pdf
- BTTF GLM Application Objectives Form.pdf
- GLM-Application-Expenses-Revenue-Form (1).pdf
- BTTF Grant App-Involved members (1).pdf
- Link to Audit Report.pdf
- 02-2020 Year to Date Budget Report.pdf
- Link to Budget.pdf
- GLM-Application-Disclosure-Form.pdf
- GLM-Application-Signature-Page-Form - signed.pdf



## Grant Timeline

### August

Begin marketing for Chalk about Mental Health  
Shoot video #1  
Order supplies for Chalk about Mental Health  
Marketing for Chalk about Mental Health

### September

Chalk about Mental Health Events  
Proclamation Reading to Board of Commissioners  
Order promotional materials  
Release video #1

### October

Renew website and domain fees  
Members only section of website released  
Order additional Resource Guides

### November

Host Mental Health First Aid Class  
Begin working on Adult Mental Health Workbook

### December

Shoot video #2  
Order Adult Mental Health Workbooks

### January

Release video #2  
Begin dissemination of Adult Mental Health Workbook



**February**

Shoot video #3

**March**

Host Mental Health First Aid Class

Release video #3

**April**

Shoot video #4

**May**

Host Mental Health First Aid Class

Release video #4

Note: Community outreach events are not listed in this timeline, as we do not have dates yet for these events. We plan to attend Saving Lives Task Force Town Halls, community health fairs, and other outreach events.



## Public Awareness Campaign to Address Community Mental Health

Objective	Activity	Outcome Measures
Provide education to the general public on mental health concerns	Mental Health Champions video series Chalk about Mental Health Campaign Adult Mental Health Workbook Website	Number videos created FaceBook analytics Number of workbooks given out Number of website page views
Link people who are living with mental health concerns to education and resources available	Resources section on website Adult Mental Health Workbook	Number of page views Number of workbooks given out
Connect care takers of individuals with mental health concerns to education and resources to ensure their own wellbeing	Establish members only section of webpage	Number of members
Provide education on resources to the general public that may not have access or the ability to seek information online or struggle with healthcare navigation and literacy	Attend community outreach events and fairs to promote the website and other resources Develop and print a resource guide at a 6 <sup>th</sup> grade reading level Disseminate guide to locations individuals in this subset of the population are likely to visit	Number of outreach events and fairs attended Finished Resource Guide Locations of Resource Guides Number of Resource Guides provided

Provide tools for community members to use to safely intervene in high risk situations	Provide the evidence-based curriculum Mental Health First Aid for adults and youth to professionals and community members free-of-charge	Number of trainings hosted Number of individuals trained
Reduce the number of emergency department visits for mental health concerns	All activities mentioned previously will achieve this objective	Number of visits for mental health as reported in ICD-10 Code data by zip code
Reduce the number of suicides in Dare County	All activities mentioned previously will achieve this objective	Number of suicides in Dare County as reported on State Center for Health Statistics

Develop a complete project or program budget, including income and expenses for the period you are requesting funds.

Expenses: If you need to summarize on this page because of space limitations, please enclose a budget detail with your application to support the summary.

Income: List all funding sources contributing to this project, including in-kind contributions from your organization and all agencies collaborating on this project.

**Please Note: Totals for Income and Expense columns must balance. i.e., your program expenses column total should equal the same dollar amount as your program revenue sources column total.**

Program Expenses (by category)		Program Revenue (by sources)	
Supplies/Materials	\$ 1,000	The Outer Banks Hospital	
Equipment	\$ 2,700	Development Council	\$ 7,500
Printing	\$ 2,500	Dare County	\$11,590
Promotion	\$ 1,300		
In-Kind			
Salary/Benefits	\$11,590		
<b>Total Expenses</b>	<b>\$19,090</b>	<b>Total Revenue</b>	<b>\$19,090</b>

# **Breaking Through Task Force Members**

Kelly Nettnin, CASPC, Co-Chair, Dare County DHHS

Rebecca Woods, LCSW, LCAS-A, Co-Chair, Dare County DHHS

Sarah Gist, LCSWA, Dare County DHHS

Michelle Hawbaker, PORT Health Services

Betsy Robinson, DHHS School Nurse

Marie Holland, Marie Holland and Associates

Susan Lee, Retired School Counselor

Brandie Fitzgerald, Public Health Education Specialist, Dare County DHHS

Sue Leggio, Colington United Methodist Church

Molly McGinnis, Dare County Schools

Marizol Muniz, Hotline

Nancy Griffin, Children and Youth Partnership, Room in the Inn

Jane Marshall, Community at Large

Keith Letchworth, Trillium Health Resources

Betse Kelly, Room in the Inn

# **Dare County Board of Health**

Tim Shearin, Chairman and Community at Large

Kevin Phillips, Vice Chairman and Pharmacist

Nick Kiouis, Community at Large

Christian Lige, MD

James Woodson, DDS

L'Tanya Murray, Community at Large

Daniel Jones, OD

Alexis Hodges, Nurse

David Ryan, PE

Mark Grossman, Veterinarian

Ashley Jackson, Community at Large

Irvin Bateman, Board of Commissioners

Wally Overman, Board of Commissioners

Frank Hester, Community at Large

Kay White, Community at Large

Chris Roberts, Social Worker

# Healthy Carolinians of the Outer Banks

## Executive Committee Members

Gail Hutchinson, HCOB Chair

Dianne Denny, HCOB Vice Chair

Sheila Davies, Dare County DHHS Director

Ronnie Sloan, Outer Banks Hospital President

Amy Montgomery, Outer Banks Hospital

## Community Health Assessment Coordinators

Kelly Nettnin, Dare County DHHS

Jennifer Schwartzberg, Outer Banks Hospital

## HCOB Coordinator

Laura Willingham, Dare County DHHS

## Members

Jennifer Albanese, Interfaith Community Outreach, Inc.

Timothy Baker, Retired from CDC

Roxana Ballinger, Dare County DHHS

Dr. Christina Bowen, Outer Banks Hospital

Karen Brown, Outer Banks Chamber of Commerce

Jennie Collins, Dare County Emergency Medical Services

John Farrelly, Dare County Schools

Rebecca Woods, Dare County DHHS

Lyndsey Hornock, Outer Banks Hospital

Janet Jarrett, Albemarle Hospital Foundation

Lyn Jenkins, Albemarle Project Access Sentara

Tess Judge, Community Member

Chuck Lycett, Dare County DHHS

Patty McKenna, Outer Banks Community Collaborative

Tami Montiel, Community Care Clinic of Dare

Chandler Price, Hotline

Tim Shearin, Dare County DHHS Board

Gaily Sonesso, GEM Adult Day Services





**Submission Signatures and Attestation of Information:**

The information provided in this proposal is accurate and complete. I am responsible for the implementation of activities proposed in this funding request, and am a key point of contact for questions about this proposal:

C. Kelly Nettnin

Communications Specialist

Printed or Typed Name of Primary Contact for Grant Requesting Organization

Title



April 15, 2020

Signature

Date

Sheila Davies, PhD

Health & Human Services Director

Printed or Typed Name of Chief Executive Officer, Requesting Organization

Title

Sheila F. Davies

Apr 16, 2020

Signature

Date

Tim Shearin

Chair, Board of Health & Human Services

Typed name of President/Chair, Board of Directors

Title



Apr 16, 2020

Signature

Date

Signature: Sheila F. Davies  
Sheila F. Davies (Apr 16, 2020)

Email: sheila.davies@darenc.com









# GLM-Application-Signature-Page-Form

Final Audit Report

2020-04-16

Created:	2020-04-15
By:	Dare County Public Relations (kellyn@darenc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAC0kWsYqio_UvDa6poCL6UNcVRNMM9HdM

## "GLM-Application-Signature-Page-Form" History

-  Document created by Dare County Public Relations (kellyn@darenc.com)  
2020-04-15 - 6:14:12 PM GMT- IP address: 75.170.88.67
-  Document emailed to Earl Shearin (elaine.jordan@darenc.com) for signature  
2020-04-15 - 6:15:05 PM GMT
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-  Document e-signed by Sheila F. Davies (sheila.davies@darenc.com)  
Signature Date: 2020-04-16 - 12:55:23 PM GMT - Time Source: server- IP address: 63.144.54.67
-  Signed document emailed to Sheila F. Davies (sheila.davies@darenc.com), Earl Shearin (elaine.jordan@darenc.com) and Dare County Public Relations (kellyn@darenc.com)  
2020-04-16 - 12:55:23 PM GMT



*Health & Human Services- Public Health Division  
Strategic Planning Framework Grant*

**Description**

The Public Health Division has been awarded a Strategic Planning Framework grant from Trillium Health Resources. This grant is for the Saving Lives Task Force to raise community awareness regarding sharing medications, proper storage and disposal, and to work with community partners, law enforcement, schools and other providers to address drug misuse and educational/awareness needs. This funding will be used to cover costs of community events, trainings, advertisements, website and social media public service announcements.

**Board Action Requested**

Approve Budget Amendment

**Item Presenter**

N/A

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# DARE COUNTY

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## BUDGET AMENDMENT

F/Y 2020-2021

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
<b>Department:</b>					
Human Services-Public Health					
<u>Revenues:</u>					
State/Federal-Trillium SPF-RX	103027	424204	56003	\$18,000	
<u>Expenses:</u>					
Operating-SPF-Rx	104600	513400	56003	\$5,100	
Training-SPF-Rx	104600	525000	56003	\$1,500	
Advertising/Promotion-SPF-Rx	104600	525600	56003	\$11,400	

Explanation:

Trillium Health Resources grant for Strategic Prevention Framework for Prescription Drugs Project.  
Grant period: 07/01/20 - 06/30/21. Funds to be used for community events, theater and social media PSAs.

**Approved by:**

Board of Commissioners: \_\_\_\_\_

Date: \_\_\_\_\_

County Manager: \_\_\_\_\_

Date: \_\_\_\_\_

(sign in red)

*Finance only:*

Date entered: \_\_\_\_\_ Entered by: \_\_\_\_\_ Reference number: \_\_\_\_\_

Contract #	0054T-000-FY21
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Line Item #	0690-03
Obligated	\$18,000.00

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

**ARTICLE I:  
GENERAL TERMS AND CONDITIONS**

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

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covered by the LME/PIHP or who is currently enrolled in the LME/PIHP and/or (2) for non-Medicaid reimbursable services, a State Funded Member.

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

**2. BASIC RELATIONSHIP:**

Contractor enters into this Contract with LME/PIHP for the purpose of providing medically necessary MH/DD/SA services to the LME/PIHP's Member(s) and agrees to comply with Controlling Authority, the conditions set forth in this Contract and all

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

**3. ENTIRE AGREEMENT/ REVISIONS:**

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

**4. CONTROLLING AUTHORITY:**

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

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

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

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

Contractor shall at all times cooperate and comply with the requirements, policies, programs and procedures (“Policies”) of LME/PIHP, which may be set forth and/or summarized in the Provider Manual. The Provider Manual may include, but shall not be limited to, Policies regarding the following: credentialing criteria and requirements, notification requirements, claims and billing, quality assessment and improvement, utilization management, care management, on-site reviews, prior authorization,



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grievance and appeal processes, coordination of benefits and third party liability policies and data reporting requirements. The failure to comply with such Policies could result in a denial or reduction of payment to the Contractor, or to sanctions set forth in the Provider Manual, this Contract and Regulatory Requirements. LME/PIHP shall make the Provider Manual available to Contractor via its website or alternative means. In the event of a material change to the Provider Manual, LME/PIHP will provide Contractor with at least thirty (30) days' advance written notice of such change. Such notice may be given by LME/PIHP through a periodic provider newsletter, an update to the on-line Provider Manual, or any other written method (electronic or paper). If there is any conflict between this Contract and the Provider Manual, this Contract will control.

Contractor further understands and acknowledges that Contractor is subject to all state and federal laws, rules, regulations, waivers, policies and guidelines, and court-ordered consent decrees, settlement agreements, or other court orders that apply to (a) the Contract and LME/PIHP's contracts with NC DHHS, and (b) all persons or entities receiving state and federal funds. Contractor agrees to carry out its respective obligations under this Contract in accordance with Controlling Authority, the Provider Manual and all applicable Regulatory Requirements, including, but not limited to, the requirements of the Health Insurance Portability and Accountability Act, as amended, and any regulations promulgated thereunder. Contractor understands and agrees that its violation of a state or federal law relating to the delivery of services pursuant to this Contract, or any violation of LME/PIHP's contracts with NC DHHS could result in liability for money damages, and/or civil or criminal penalties and sanctions under state and/or federal law, rule or regulation. If, due to Contractor's noncompliance with applicable Regulatory Requirements or this Contract, paybacks, sanctions, penalties or liquidated damages are imposed on LME/PIHP, LME/PIHP may, in its sole discretion, offset such amounts against any amounts due Contractor from LME/PIHP or require Contractor to reimburse LME/PIHP for such amounts.

**5. TERM:**

The term of this Contract shall have an **effective date of July 1, 2020, and shall remain in effect until June 30, 2021**, 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.

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**6. CHOICE OF LAW/FORUM:**

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

**7. HEADINGS:**

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

**8. COUNTERPARTS:**

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

**9. NONWAIVER:**

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

**10. DISPUTE RESOLUTION AND APPEALS:**

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

**11. SEVERABILITY:**

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.

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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 Phone: (252)-475-5619 <a href="mailto:roxana.ballinger@darenc.com">roxana.ballinger@darenc.com</a>	Trillium Health Resources Contracts Department 201 W. 1 <sup>st</sup> Street Greenville, NC 27858-1132 866-998-2597 (PHONE) <a href="mailto:Contracts@TrilliumNC.org">Contracts@TrilliumNC.org</a>
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**13. ADMINISTRATIVE ACTIONS, SANCTIONS AND TERMINATION:**

- A. Either party may terminate the Contract if Federal, State or local funds allocated to the LME/PIHP are revoked or terminated in a manner beyond the control of the LME/PIHP for any part of the Contract period. If Federal, State, or local funds allocated to the LME/PIHP are reduced in a manner beyond the control of the LME/PIHP, the LME/PIHP will notify Contractor and provide payment to Contractor for services provided which were authorized by the LME/PIHP prior to the notification and for which Contractor has been qualified and credentialed.
- B. Contractor understands, acknowledges and agrees that LME/PIHP may issue an educational (technical assistance) or warning letter, require a plan of correction, or impose administrative actions or sanctions against Contractor as the result of program integrity and any other monitoring activities. Possible administrative actions and sanctions are outlined in the Provider Operations Manual and include but are not limited to increased monitoring/ probation, limitation or suspension of referrals, moratorium on site or service expansion, payment suspension, site- or service- specific suspension or termination, full contract suspension, full contract termination and/or exclusion from participation in LME/PIHP’s Provider Network. Contractor further understands, acknowledges and agrees that LME/PIHP is not required to issue an educational (technical assistance) or warning letter or plan of correction prior to the imposition of administrative actions or sanctions.
- C. In accordance with LME/PIHP accrediting body requirements, LME/PIHP may also suspend this Contract in response to any serious health or safety risk to Member(s) identified by the LME/PIHP Chief Medical Officer or other Senior Clinical Staff Person, and such suspension shall remain in effect during the pendency of any investigation into such health or safety risk.
- D. This Contract may be terminated with cause, effective upon written notice to the Contractor or such other date as specified in the notice. The Contract may be terminated without cause after sixty (60) days’ notice of termination to either party by one of the contracting parties.
- E. In the event this Contract is terminated for cause, cause may include, but is not limited to:

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- i. Issuance by the Department of a revocation or suspension of Contractor's license to operate or issues a Type A1 penalty against Contractor; issuance of a payment suspension against Contractor in accordance with 42 CFR §455.23; or issuance of a revocation of state and/or federal funding against Contractor in accordance with 10A NCAC 26C .0504; or
  - ii. Termination or suspension of contractor's participation in the Medicare program, NC Medicaid program, or another state's Medicaid program; or
  - iii. Termination of Contractor for cause from participation in another LME/PIHP's provider network or the provider network of any other managed care organization; or
  - iv. Any other loss of, or sanction against, required facility or professional licensure, accreditation or certification of the Contractor; or
  - v. Determination by LME/PIHP that Contractor fails to meet certification, accreditation or licensure standards prescribed by Controlling Authority;
  - vi. Determination by LME/PIHP that Contractor has failed to provide services as specified in the Contract, including a failure to comply with Controlling Authority; or
  - vii. Determination by LME/PIHP that the conduct of Contractor or the standard of services provided threatens to place the health or safety of any Member(s) in jeopardy.
  - viii. Determination by LME/PIHP that Contractor is engaged in fraudulent or abusive billing, documentation or clinical practices; or
  - ix. Determination by LME/PIHP that Contractor has provided fraudulent, misleading or misrepresented information to LME/PIHP or any Member(s);
  - x. Failure by Contractor to cooperate with any investigation, audit or post-payment review conducted by LME/PIHP or failure to provide timely, complete and accurate documentation of services as required by this Contract; or
  - xi. Failure by Contractor to timely reimburse the LME/PIHP for overpayment(s) identified by the LME/PIHP or failure to comply with any payment plan authorized by the LME/PIHP for the repayment of any overpayment(s);
  - xii. Contractor's failure to have an Electronic Health Record in place by June 1, 2019, or to otherwise adhere to G.S. 90-414.4; or
  - xiii. Any other material breach of this Contract not described above.
- F. In the event LME/PIHP issues a sanction or terminates this Contract, Contractor may submit a request for reconsideration of administrative actions and sanctions as outlined in the Provider Operations Manual.
- G. In the event that Federal and State laws should be amended or judicially interpreted so as to render the fulfillment of the Contract on the part of either party unfeasible or impossible, both the Contractor and the LME/PIHP shall be discharged from further obligation under the terms of this Contract, except for settlement of the respective debts and claims up to the date of termination.
- H. Termination or Amendment as a Result of Governmental Regulation. There may be functions, responsibilities, activities, or tasks not specifically described in this Contract (which includes any attachments and addendums) that are required for the proper

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performance and provision of services by Contractor and are an inherent part of, or a necessary subpart included within, the Contractor's services. If such functions, responsibilities, activities, or tasks are determined to be required for the proper performance and provision of Contractor's services, such functions, responsibilities, activities, or tasks shall be deemed to be implied by and included within the scope of this Contract to the same extent and in the same manner as if specifically described in the Contract, and the required implementation of such functions, responsibilities, activities, or tasks shall not be considered an amendment to this Contract. Moreover, a change to this Contract that is required by federal or state law, rule, regulation, administrative hearing, or court order shall not constitute an amendment of the Contract. Notwithstanding the foregoing the Parties acknowledge and agree that this Agreement is intended to comply with all state and federal laws and regulations regarding the provision of Medicaid-reimbursable behavioral health services, including but not limited to the 1915 b/c Medicaid Waivers referenced in Article I Section 4 Controlling Authority, which state and federal laws and regulations may be amended from time to time. The Parties further acknowledge and agree that, pursuant to Session Law 2015-245, as amended, it is contemplated that the PIHP will begin to operate as a Tailored Plan, as that term is understood in Session Law 2015-245, as amended, which may necessitate amendments to the Contract in order to comply with changes to applicable state and federal laws and regulations. PIHP shall have the right to terminate or unilaterally amend this Contract without liability, to bring it into accordance with the applicable state and federal laws, rules and regulations for PIHP's operation of a Tailored Plan. Notwithstanding PIHP's right to terminate, PIHP shall first use its reasonable efforts to amend this Contract to the extent necessary to conform to the applicable laws or regulations, and will only terminate this Contract pursuant to this Section if it determines, in its reasonable judgment, that an amendment cannot be obtained or will not enable PIHP to effectively operate a Tailored Plan. Contractor shall have the right to consent to any amendment proposed pursuant to this Section, but Contractor shall not unreasonably withhold Contractor's consent. If Contractor reasonably withholds consent to an amendment proposed pursuant to this Section, the Parties agree that it shall constitute a mutual, voluntary termination of this Contract. The Parties agree that Contractor's withholding of consent shall be deemed reasonable if the proposed amendment would result in a material adverse economic effect on Contractor.

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

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seeking renegotiation or the effective date of the change, or if the change is effective immediately, then the Contract shall be deemed to be mutually, voluntarily terminated.

**14. EFFECT OF TERMINATION:**

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

**15. NON-EXCLUSIVE ARRANGEMENT:**

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

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standards of a delegated or partially delegated entity, prior approval by the LME/PIHP will be required.

**16. NO THIRD PARTY CONTRACT RIGHTS CONFERRED:**

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

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

**ARTICLE II:**  
**RIGHTS AND OBLIGATIONS OF THE CONTRACTOR**

**1. DISCLOSURE:**

- A. The Contractor shall make those disclosures to the LME/PIHP as are required to be made to DHB pursuant to 42 C.F.R. §455.104 and 106 and are required by the LME/PIHP accrediting body. LME/PIHP will share accrediting body requirements with Contractor upon request.
- B. To the extent any of the above required disclosure information is captured in current or existing Medicare or NC Medicaid enrollment application documentation, the LME/PIHP shall accept electronic or paper copies of such documentation as meeting this requirement. Entities no longer enrolled in Medicaid or Medicare will be required to independently meet all disclosure requirements of this Paragraph, federal and state laws, rules and regulations, and the LME/PIHP accrediting body.

**2. LICENSES, ACCREDITATIONS, CREDENTIALING AND QUALIFICATIONS:**

- A. The Contractor shall maintain all licenses, certifications, accreditations, credentialing and registrations required for its facilities and staff providing services under the Contract, as are required by Controlling Authority. Within ten (10) days after the Contractor receives notice of any sanction by any applicable licensing board, certification or registration agency, or accrediting body or other authority which affect the ability of Contractor to bill the LME/PIHP for services, the Contractor shall forward a copy of the notice to the LME/PIHP.
- B. The Contractor shall not bill the LME/PIHP:
  - i. For any services provided by Contractor during any period of revocation or suspension of required licensure or accreditation of the Contractor’s facility;
  - ii. For any services provided by a member of the Contractor’s staff during any period of revocation or suspension of the staff member’s required certification, licensure, or credentialing.

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- 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/ NEGLIGENCE/ EXPLOITATION:**

- A. Contractor shall use best efforts to ensure that Member(s) are not abused, neglected or exploited while in its care.
- B. Contractor shall report all events or instances involving abuse, neglect or exploitation of Member(s) as required by incident reporting guidelines by all applicable agencies and the Controlling Authority.
- C. Contractor shall not use restrictive interventions except as specifically permitted by the individual Member's treatment/habilitation plan or on an emergency basis in accordance with 10A NCAC 27E, 10A NCAC 13B, or as otherwise authorized in applicable Controlling Authority.
- 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 Member(s) to Contractor do not require prior authorization. All service delivery, both managed and unmanaged, require documentation and record retention in accordance with this section.
- B. The Contractor shall participate in and use best efforts to comply with the LME/PIHP's Utilization Management process, which may include requirements for pre-authorization, concurrent review and care management, credentialing review, and a retrospective utilization review of services provided for Member(s) whose services are reimbursed by the LME/PIHP. The Contractor shall provide the LME/PIHP with



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all necessary clinical information for the LME/PIHP's utilization management process. For purposes of this Article II Section 4, Contractor shall provide specifically denominated clinical or encounter information required by the LME/PIHP to meet State and Federal monitoring requirements within fifteen (15) calendar days of the request, except that LME/PIHP may grant additional time to respond for good cause shown and depending upon the size and scope of the request. Additionally, Contractor will provide any documentation directly to the LME/PIHP for review when requested. Contractor may satisfy any request for information by either paper or electronic/digital means.

- C. The Contractor shall be responsible for completion of all necessary and customary documentation required for the services provided under the Contract in accordance with all Controlling Authority.
- D. Documentation must support the billing diagnosis, the number of units provided and billed, and the standards of the billing code. The provider will be responsible for the adoption, assessment, collection, and disposition of fees in accordance with G.S. 122C-146; and
- E. The Contractor shall maintain all documentation and records supporting Member's medical necessity for the services and shall provide it to the LME/PIHP for an investigation, audit or review upon request, within time frames established by the LME/PIHP, except that LME/PIHP may grant additional time to respond for good cause shown and depending upon the size and scope of the request.
- F. The Contractor agrees and understands that the LME/PIHP may inspect financial records concerning claims paid on behalf of Member(s), records of staff who delivered or supervised the delivery of paid services to Member(s) demonstrating compliance with Controlling Authority, Members' clinical records, and any other clinical or financial items related to the claims paid on behalf of Members deemed necessary to assure compliance with the Contract. Contractor is also subject to audits, investigations and post-payment reviews conducted by the United States Department of Health and Human Services, including the Department's Office of Inspector General, CMS and the Department, or their agents. Program integrity activities do not have to be arranged in advance with Contractor. The equipment purchased with non-unit cost reimbursement funds, such as start up or special purpose funding, title to assets purchased under the contract in whole or in part rests with the contractor so long as that party continues to provide the services which were supported by the contract; if such services are discontinued, disposition of the assets shall occur as approved by the DHHS.
- G. Contractor agrees to maintain necessary records and accounts related to the Contract, including personnel and financial records in accordance with Generally Accepted Accounting Procedures and Practices to assure a proper accounting of all funds, including budget revisions.

Contractor shall maintain detailed records of administrative costs and all other expenses incurred pursuant to the Contract including the provision of services and all relevant information relating to individual Member(s) as required by Controlling

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Authority. When an audit is in progress or audit findings are unresolved, records shall be kept until all issues are finally resolved.

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

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

- H. In accordance with Controlling Authority, specifically 42 CFR §420.300 through §420.304, for any contracts for services the cost or value of which is \$10,000 or more over a 12-month period, including contract for both goods and services in which the service component is worth \$10,000 or more over a 12-month period, the Comptroller General of the United States, USDHHS, and their duly authorized representative shall have access to Contractor's books, documents, and records until the expiration of four years after the services are furnished under the contract.
- I. The Contractor shall maintain a medical record and adhere to the federal record retention schedule for each Member served, either in original paper copy or an electronic/digital copy. Contractor shall maintain medical records and other documentation in accordance with NC DHHS *Records Management and Documentation Manual for Providers* (APSM 45-2), *Rules for MH/DD/SAS Facilities and Services* (APSM 30-1) and the *Basic Medicaid Billing Guide*, and any other applicable federal and state laws, rules and regulations. Medical records shall be maintained at the Contractor level; therefore, Member(s) may have more than one record if they receive services from more than one Contractor. LME/PIHP shall monitor Medical record documentation to ensure that the standards are met. LME/PIHP shall have the right to inspect Contractor records without prior notice. LME/PIHP shall also require Contractor to submit a plan for maintenance and storage

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of all records for approval by the LME/PIHP or transfer copies of medical records of Member(s) served pursuant to this Contract to LME/PIHP **in the event that the Contractor closes its North Carolina business operations**, whether the closure is due to retirement, bankruptcy, relocation to another state or any other reason. The LME/PIHP has the sole discretion to approve or disapprove such plan. LME/PIHP shall not be held liable for any provider records not stored, maintained, or transferred pursuant to this provision so long as it has attempted, in good faith, to obtain a written plan for maintenance and storage or a copy of such records from the Contractor. If the Contractor's contract is terminated or if the Contractor closes network operations (but continues to have operations elsewhere in the State), the Contractor shall either: 1) provide copies of medical records of Member(s) to LME/PIHP, or 2) submit a plan for maintenance and storage of all records for approval by the LME/PIHP. The LME/PIHP has the sole discretion to approve or disapprove such plan.

- J. Contractor shall make available to the LME/PIHP its accounting records for the purpose of audit by State authorities and that the party will, when required by general statute, have an annual audit by an independent certified public accountant. A copy will be forwarded to the office of the State Auditor and the LME/PIHP.

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

- A. Contractor agrees to provide, at no cost to LME/PIHP, prompt, reasonable and adequate access to LME/PIHP, any records, books, documents, and papers that relate to the Contract and/or Contractor's performance of its responsibilities under this Contract, for purposes of examination, audit, investigation, contract administration or any other purpose LME/PIHP deems reasonably necessary to perform its regulatory and oversight activities of Contractor.
- B. Contractor understands that whenever LME/PIHP receives a credible allegation of fraud, abuse, overutilization or questionable billing practice(s), the LME/PIHP is required to investigate the matter and where the allegation(s) proves credible, the LME/PIHP is required to provide DHB with the provider name, type of provider, source of the complaint, and approximate dollars involved. Contractor agrees to cooperate in any such investigation, and failure to do so, may result in possible sanction up to and including termination of this contract. Contractor understands that the Medicaid Fraud Investigations Unit of the North Carolina Attorney General's Office or DHB, at their discretion, may conduct preliminary or full investigations to evaluate the suspected fraud, abuse, over utilization or questionable billing practice(s) and the need for further action, if any. Fraudulent billing may include, but is not limited to, unbundling services, billing for services by non-credentialed or non-licensed staff, or billing for a service that Contractor never rendered or for which documentation is absent or inadequate.
- C. If the LME/PIHP determines Contractor has failed to comply with Controlling Authority and has been reimbursed for a claim or a portion of a claim that the LME/PIHP determines should be disallowed, or that Contractor has been paid for a claim that was fraudulently billed to the LME/PIHP, the LME/PIHP will provide a

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thirty (30) day notice to the Contractor of the intent to recoup funds. Such notice of adverse action shall identify the Member(s) name and date(s) of service in question, the specific determination made by the LME/PIHP as to each claim, and the requested amount of repayment due to the LME/PIHP. Contractor shall have thirty (30) days from date of such notification to either appeal the determination of the LME/PIHP or to remit the invoiced amount.

- D. If the LME/PIHP or Contractor determines that the Contractor has received payment from the LME/PIHP as a result of an error or omission, the LME/PIHP will provide a thirty (30) day notice to the Contractor of its intent to recoup funds related to errors or omissions. The LME/PIHP will provide an invoice to the Contractor including the Member(s) name and date(s) of service in question. Contractor shall have thirty (30) days from date of such notification to either appeal the determination of the LME/PIHP or to remit the invoiced amount.
- E. When authorized by Controlling Authority, Contractor may request a reconsideration of a recoupment or overpayment identified pursuant to this Article II Section 5, as outlined in the LME/PIHP Provider Operations Manual.
- F. Contractor understands and agrees that self-audits are encouraged by the LME/PIHP.

**6. FEDERALLY REQUIRED CERTIFICATIONS AND ATTACHMENTS:**

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

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

**7. COMPLAINTS AND GRIEVANCES:**

- A. The Contractor shall address all clinical concerns of the Member(s) as related to the clinical services provided to the Member(s) pursuant to this Contract. Contractor shall refer any unresolved Member concerns or requests to the LME/PIHP. In accordance with 10A NCAC 27G .0201(a)(18), the Contractor shall have in place a written policy for a Complaint and Grievance Process and procedures for review and disposition of Member complaints and grievances. The process shall be accessible to all Members and conducted in a fair and impartial fashion.
- B. The LME/PIHP may receive complaints directly from internal staff, members, service providers, the Department or other third parties, which concern or pertain to the

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Contractor. When the LME/PIHP receives a complaint or grievance concerning Contractor LME/PIHP shall process and resolve the complaint or grievance in accordance with Controlling Authority, including applicable State or Federal rules and regulations. In the event a complaint or grievance results in an investigation, review or audit of Contractor by LME/PIHP, Contractor shall fully cooperate with all investigative requests of the LME/PIHP. Contractor's failure to cooperate with the LME/PIHP's investigation, review or audit performed pursuant to this Article II Section 7, shall constitute a material breach of this contract.

- C. Contractor will maintain a system to receive and respond timely to complaints received regarding the Contractor. The Contractor will maintain documentation on the complaint to include, at a minimum, date received, points of complaint, resolution/follow up provided, and date complaint resolved. The LME/PIHP will maintain documentation on all follow up and findings of any complaint investigation. The Contractor will be provided a written summary of the LME/PIHP's findings upon completion of the investigation, review or audit performed pursuant to this Article II Section 7.

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

- A. Contractor shall use its best efforts to timely notify LME/PIHP any time a Member is admitted into its facility, continuously provide authorized and appropriate services to each Member and routinely update LME/PIHP regarding each Member receiving services from Contractor. Contractor shall coordinate the discharge of Member(s) with LME/PIHP to ensure that appropriate services have been arranged following discharge and to link Member(s) with other providers or community assistance. Contractor shall also allow appropriately credentialed LME/PIHP staff direct access to any Member(s), if requested by Member(s), determined to be clinically appropriate by the Member's treating physician, and/or requested in advance by the LME/PIHP. Contractor shall notify LME/PIHP representative in writing of all Member discharges at least thirty (30) days in advance of the anticipated date of discharge, if commercially reasonable, and in no event less than fourteen (14) days in advance of the anticipated date of discharge, unless exceptional circumstances necessitate a shorter notice.
- B. The LME/PIHP understands the importance of Member-Contractor matching and that problems or incompatibilities arise in the therapeutic relationship. Nevertheless, Contractor shall with the consent of the Member, collaborate with Member, Member's family members, and the LME/PIHP to assure continuity of care and that there is no disruption of service. The LME/PIHP will work collaboratively with the Contractor to resolve any problem(s) of continuity of care or in transferring the Member to another provider.
- C. When Contractor is accepting referrals, Contractor shall provide services to Members (1) within two (2) hours of an emergency or immediately for a life threatening emergency; (2) within forty-eight (48) hours when the service need is urgent and (3) within ten (10) days when service need is routine.
- D. Contractor shall meet the following access standards related to office waiting times:

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- i. For scheduled appointments, Member(s) shall be seen within sixty (60) minutes after the appointed meeting time;
  - ii. For walk-in appointments, Member(s) shall be seen within two (2) hours after their arrival and, if that is not possible, Contractor must schedule an appointment for the next available day;
  - iii. For emergencies, Member(s) shall receive face-to-face emergency care within two (2) hours after the request for care is initiated, except that life threatening emergencies shall be managed immediately.
- E. For Contractors contracted to provide and bill FBC/Detox services/codes below
- H0010
  - H2036
  - S9484
  - S9484: HA
  - YP485 for State
- i. Contractor shall ensure that a Member(s) receiving such services will also receive appropriate follow-up services within seven (7) calendar days.
  - ii. In the event Contractor does not meet this standard by at least 50% of your Members, LME/PIHP may institute a financial penalty or other sanction.

**9. PROPRIETARY INFORMATION AND INTELLECTUAL PROPERTY:**

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

**10. CONFIDENTIALITY:**

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

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**11. HOURS OF OPERATION:**

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

**12. ADVOCACY FOR MEMBERS:**

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

**13. RESTRICTIONS ON THE EXPENDITURE OF SUBSTANCE ABUSE PREVENTION AND TREATMENT BLOCK GRANT (SAPTBG) FUNDS, COMMUNITY MENTAL HEALTH SERVICES BLOCK GRANT (CMHSBG) FUNDS AND PROJECTS FOR ASSISTANCE IN TRANSITION FROM HOMELESSNESS (PATH) FUNDS:**

- A. CMHSBG funds shall not be used to provide inpatient services;
- B. SAPTBG funds are prohibited to be used to provide or purchase inpatient hospital services, except that SAPTBG funds may be used with the exception as described in 45 CFR 96.135 (c), along with documentation of the receipt of prior written approval of the DMH/DD/SAS Director of Financial Operations and the Chief of Addictions and Management Operations;
- C. SAPTBG and Mental Health Block Grant (MHBG) funds are prohibited to be used to make, or to allow to be made, any cash payments to any recipients or intended recipients of health or behavioral health services. The provision of cash or cash cards is strictly prohibited, as is the provision of gift cards, which are considered to be cash equivalents.
- D. SAPTBG and MHBG Funds are prohibited to be used for the purchase or improvement of land, purchase, construction or permanent improvement (other than minor remodeling) of any building or other facility, or purchase of major equipment, including medical equipment;
- E. SAPTBG and MHBG Funds are prohibited to be used to satisfy any requirement for the expenditure of non-Federal funds as a condition of receipt of Federal funds. (i.e. Federal funds may not be used to satisfy any condition for any state, local or other funding match requirement);
- F. SAPTBG and MHBG Funds are prohibited to be used to provide financial assistance to any entity other than a public or nonprofit private entity;
- G. SAPTBG funds are prohibited to be used to provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs;
- H. SAPTBG funds are prohibited to be used to provide individuals with treatment services in penal or correctional institutions of the State (This includes jails, prisons, adult and juvenile detention centers, juvenile training schools, holding facilities, etc.);

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

**14. TRAINING AND TECHNICAL ASSISTANCE:**

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

**15. PRESERVATION OF DHHS PUBLIC FUNDS:**



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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 disabilities and/or substance abuse services Contractor’s behavioral health disaster responders shall refer such persons in need to the LME/PIHP or its designee for further assistance.

**17. CLINICAL OUTCOME MEASURES:**

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

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

**18. INSURANCE:**

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

- a. General Liability Insurance;

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

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

**ARTICLE III:**  
**RIGHTS AND OBLIGATIONS OF THE LME/PIHP**

**1. REIMBURSEMENT:**

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

**2. CONFIDENTIALITY OF CERTAIN CONTRACTOR INFORMATION:**

- A. If the Contractor discloses confidential information, as that term is defined in G.S. § 132-1.2, to the LME/PIHP in connection with the Contractor’s performance of this Contract, the LME/PIHP can protect the information from public disclosure to the extent permitted by G.S. § 132-1.2, if the Contractor takes one or more of the following steps before disclosing the confidential information to the LME/PIHP. If the Contractor determines that all of the information on any given document constitutes trade secret information, as that term is defined in G.S. § 66-152(3), the Contractor may designate the entire page as confidential by marking the top and bottom of the page with the word “CONFIDENTIAL” in upper-case bold-face type. If the Contractor determines that any given page of a document contains a mixture of trade secrets and non-confidential information, the Contractor may highlight the trade secrets and indicate in the margins that the highlighted text constitutes a confidential trade secret. By so marking any page, the Contractor warrants that it has formed a good faith opinion, upon advice of counsel or other knowledgeable advisors, that the

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

**4. UTILIZATION MONITORING:**

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

**5. QUALITY ASSURANCE AND QUALITY IMPROVEMENT:**

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

- a. Provide Contractor with a copy of the current program and any subsequent changes within thirty (30) days of changes to the Global Quality Assurance Plan.
- b. Measure the performance of Contractor and Member specific outcomes from service provisions based on the global CQI performance indicators. Examples include, but are not limited to, conducting peer review activities such as identification of practices that do not meet standards, recommendation of appropriate action to correct deficiencies, and monitoring of corrective action by providers.

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- c. Measure Contractor performance through medical record audits and clinical outcomes agreed upon by both parties.
- d. Monitor the quality and appropriateness of care furnished to Member(s) and assure compliance with the rules established by the Mental Health Commission, the Secretary of DHHS and G.S. 122C-142.
- e. Provide performance feedback to providers including clinical standards and the LME/PIHP expectations.
- f. Follow up with Contractor concerning grievances reported to LME/PIHP by Member(s).
- g. Provide data about individual Member(s) for research and study to the Contractor based on the parameters set by the LME/PIHP.

**6. CARE MANAGEMENT/ COORDINATION OF CARE:**

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

**7. AUTHORIZATION OF SERVICES:**

- A. The LME/PIHP shall determine medical necessity for those services requiring prior authorization as set forth in Controlling Authority, including DHB Clinical Coverage Policies.
- B. For those services requiring prior authorization, the LME/PIHP shall issue a decision to approve or deny a service within fourteen (14) calendar days after receipt of the request, provided that the deadline may be extended for up to fourteen (14) additional calendar days if:
  - 1. The Member requests the extension; or
  - 2. The Contractor requests the extension; or
  - 3. The LME/PIHP justifies to the Department upon request:
    - a) A need for additional information; and
    - b) How the extension is in the Member’s interest.
- C. In those cases for services requiring prior authorization in which Contractor indicates, or LME/PIHP determines, that adherence to the standard timeframe could seriously jeopardize a Member’s life or health or ability to attain, maintain, or regain maximum function, including but not limited to psychiatric inpatient hospitalization services, LME/PIHP shall issue a decision to approve or deny a service within three calendar days after it receives the request for services, provided that the deadline may be extended for up to fourteen (14) additional calendar days if:
  - 1. The Member requests the extension; or

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2. The LME/PIHP justifies to the Department upon request:
  - a) A need for additional information; and
  - b) How the extension is in the Member's interest.
- D. For those services requiring prior authorization, the LME/PIHP shall permit retroactive authorization of such services in instances where the Member has been retroactively enrolled in the Medicaid program or in the LME/PIHP program, or where the Member has primary insurance which has not yet paid or denied its claim. Retroactive authorizations include requests for deceased Members. The request for authorization must be submitted within ninety (90) days of primary denial or notice of enrollment.
- E. Upon the denial of a requested authorization, the LME/PIHP shall inform Member's attending physician or ordering provider of the availability of a peer to peer conversation, to be conducted within one business day.
- F. For appeal information, please refer to the LME/PIHP Provider Operations Manual.
- G. In conducting prior authorization, LME/PIHP shall not require Contractor to resubmit any data or documents previously provided to LME/PIHP for the Member's presently authorized services.

**ARTICLE IV:**  
**BILLING AND REIMBURSEMENT**

- A. It is the Contractor's responsibility to verify the Member's Medicaid coverage prior to submitting claims to the LME/PIHP. If an individual presents for services who is not eligible for Medicaid and the Contractor reasonably believes that the individual meets Medicaid financial eligibility requirements, Contractor shall offer to assist the individual in applying for Medicaid.
- B. The LME/PIHP may unilaterally revise reimbursement rates under this Contract with 30 days' notice.
- C. Contractor shall comply with all terms of this Contract even though a third party agent may be involved in billing the claims to the LME/PIHP. It is a material breach of the Contract to assign the right to payment under this Contract to a third party in violation of Controlling Authority, specifically 42 C.F.R. §447.10.
- D. Contractor acknowledges that the LME/PIHP and this Contract covers only those Medicaid-reimbursable, and state and/or federal block grant funded, MH/DD/SA services listed in Attachment A, and does not cover other services outlined in the North Carolina State Plan for Medical Assistance. The Contractor may bill any such other services for Medicaid recipients directly to the North Carolina Medicaid program.
- E. Contractor further understands that, regarding Medicaid services, there are circumstances that may cause a Member to be disenrolled from or by the LME/PIHP. If the disenrollment arises from Member's loss of Medicaid eligibility, the LME/PIHP

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shall be responsible for claims for the Member up to and including the Member's last day of eligibility. If the disenrollment arises from a change in the Member's Medicaid County of residence, LME/PIHP shall be responsible for claims for Member up to the effective date of date of the change in Medicaid County of residence. In any instance of Member's disenrollment, preexisting authorizations will remain valid for any services actually rendered prior to the date of disenrollment.

- F. Contractor shall bill LME/PIHP for all MH/DD/SA services as listed in Attachment A.
- G. Unless otherwise indicated, LME/PIHP will pay the Contractor the lesser of the Contractor's current usual and customary charges or the LME/PIHP established rate for services.

**1. SUBMISSION OF CLAIMS:**

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

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Contractor must resubmit the claim within ninety (90) days after Contractor’s receipt of the denial. If the Contractor needs more than ninety (90) days to resubmit a denied claim, Contractor must request and receive an extension from the LME/PIHP before the expiration of the ninety (90) deadline, such extension not to be unreasonably withheld.

- H. All claims shall be adjudicated as outlined in the LME/PIHP Provider Operations Manual.
- I. Billing Diagnosis submitted on claims must be consistent with the service provided.
- J. If a specific service (as denominated by specific identifying codes such as CPT or HCPCS) is rendered multiple times in a single day to the same Member, the specific service may be billed as the aggregate of the units delivered rather than as separate line items.
- K. The LME/PIHP shall not reimburse Contractor for “never events.”

**2. PAYMENT OF CLAIMS:**

- A. LME/PIHP shall reimburse Contractor for approved Clean Claims for covered services requiring prior authorization within thirty days of the date of receipt. Clean claims for emergency services which do not require prior authorization shall be reimbursed within thirty days of the date of receipt.
- B. 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 members, 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

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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.
- C. Any Contractor utilizing any model for self-directing Innovations services and/or Agency With Choice services for Innovations Members shall carry Workers Compensation Insurance in accordance with the requirements of the DHB and LME/PIHP Contract and Innovations Waiver §1915(c) rules.
- D. 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.
- E. 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.
- F. 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.



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- iv. If the LME/PIHP denies payment of a claim the LME/PIHP shall provide Contractor the ability to electronically access the specific denial reason.
- v. "Claims Status" of a claim shall be available within five to seven (5-7) days of the LME/PIHP receiving the claim.
- vi. If the LME/PIHP determines that additional information in either original or certified copy form is required for making the approval or denial of the claim, LME/PIHP shall notify the Contractor within eighteen (18) days after the LME/PIHP received the claim. The Contractor shall have fifteen (15) days to provide the additional information requested, or the claim shall be denied. Upon LME/PIHP's receipt of the additional information from the Contractor, the LME/PIHP shall have an additional eighteen (18) days to process the claim as set forth in Paragraph 2, above.
- vii. 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.
- viii. 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.
- G. The LME/PIHP will not reimburse Contractor for services provided by staff not meeting licensure, certification, credentialing, or accreditation requirements.
- H. Contractor understands and agrees that reimbursement rates paid under this Contract are established by the LME/PIHP.

**3. THIRD PARTY REIMBURSEMENT:**

- A. Contractor will comply with N.C.G.S. §122C-146, which requires the LME/PIHP to make every reasonable effort to collect payments from third party payors. Each time a Member receives services, Contractor shall determine if the Member has third party coverage that covers the service provided.
- B. Contractor is required to bill all applicable third party payors prior to billing the LME/PIHP.
  - i. Medicaid benefits payable through the LME/PIHP are secondary to benefits payable by a primary payer, including Medicare, even if the primary payer states that its benefits are secondary to Medicaid benefits or otherwise limits its payments to Medicaid Member(s).
  - ii. The LME/PIHP makes secondary payments to supplement the primary payment if the primary payment is less than the lesser of the usual and customary charges for the service or the rate established by the LME/PIHP.
  - iii. The LME/PIHP does not make a secondary payment if the Contractor is either obligated to accept, or voluntarily accepts, as full payment, a primary payment that is less than its charges.

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- iv. If Contractor or Member receives a reduced primary payment because of failure to file a proper claim with the primary payor, the LME/PIHP secondary payment may not exceed the amount that would have been payable if the primary payer had paid on the basis of a proper claim.
- v. Contractor must inform the LME/PIHP that a reduced payment was made, and the amount that would have been paid if a proper claim had been filed.
- C. Contractor shall bill the LME/PIHP for third party co-pays and/or deductibles only as permitted by Controlling Authority.

**4. UNDERPAYMENT/PAYMENTS POST APPEALS:**

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

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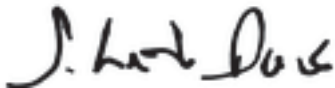
**Signature Page Between:**  
**TRILLIUM HEALTH RESOURCES**  
**And**  
**DARE COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES THROUGH**  
**THE COUNTY OF DARE**

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**IN WITNESS WHEREOF:**

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

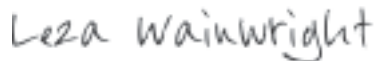
**DARE COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES  
THROUGH THE COUNTY OF DARE**



Legally Authorized Representative

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

**TRILLIUM HEALTH RESOURCES**



Legally Authorized Representative  
201 WEST FIRST STREET  
GREENVILLE, NC 27858

AGENCY

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**REQUIRED ATTACHMENTS TO THE PROCUREMENT CONTRACT**

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

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

**APPENDIX A  
FEDERAL ASSURANCES CERTIFICATION  
REGARDING ENVIRONMENTAL TOBACCO SMOKE**

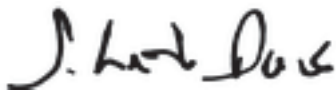
**DARE COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES THROUGH  
THE COUNTY OF DARE**

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

Contractor: Legally Authorized Representative



**APPENDIX B  
FEDERAL ASSURANCES CERTIFICATION  
REGARDING LOBBYING**

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

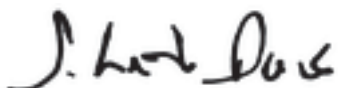
**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE  
AGREEMENTS**

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

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

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

Contractor: Legally Authorized Representative



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

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

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

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

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

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

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

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

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

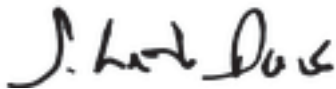
**Individual** means an offeror/contractor that has not more than one employee including the offeror/contractor.

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).

Contractor: Legally Authorized Representative



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

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

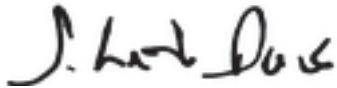
**INSTRUCTIONS FOR CERTIFICATION**

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

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

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

Contractor: Legally Authorized Representative

A handwritten signature in black ink, appearing to read "J. Herb Davis". The signature is written in a cursive, somewhat stylized font.

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

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

**A. OUTCOMES:**

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

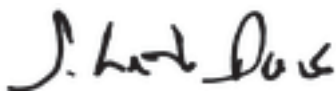
- a. submission of NC-TOPPS data for individuals receiving MH or SA services, as specified in the NC-TOPPS Guidelines and any subsequent changes thereto;
- b. collection of outcome data for special populations such as Member(s) transitioning from residential facilities as a result of the 2012 U.S. Department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

**B. REPORTING REQUIREMENTS:**

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

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

Contractor: Legally Authorized Representative



**APPENDIX F  
MIXED SERVICES PAYMENT PROTOCOL**

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

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**MIXED SERVICES PAYMENT PROTOCOL**

**NOT APPLICABLE TO NON-UNIT COST REIMBURSEMENT  
(NON-UCR) CONTRACTS**

**APPENDIX G  
AGENCY ADDENDUM**

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

**1. DISCLOSURES AND ENROLLMENT:**

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

**2. DELIVERY OF SERVICES:**

- A. Contractor is required to serve Member(s) within sixty (60) calendar days from the effective date of this Contract. If Contractor has not accepted and delivered services to Member(s) within sixty (60) calendar days from the date of execution of this Contract, the Contract shall be terminated without further notice.

**3. CARE COORDINATION:**

- A. Contractor shall allow LME/PIHP care coordination staff direct access to Member(s) served under this Contract. Contractor shall allow designated LME care coordination staff to attend any treatment team and discharge planning meetings regarding Member(s) served under this Contract, with advanced notice and consistent with the LME's responsibility to provide care coordination to Member(s) with special healthcare needs.
- B. Upon request of LME/PIHP, Contractor shall designate qualified care coordination staff to participate in interdisciplinary team meetings facilitated by the LME/PIHP that involve Member(s) served under this Contract.
- C. Contractor shall provide information pertinent to the development of an Individual Service Plan (ISP) for persons with Intellectual or other Developmental Disabilities, and a Person

Centered Plan (PCP) for persons with Mental Health or Substance Abuse Disorder, or shall directly participate in the planning process.

- D. Contractor shall be responsible for the development of treatment and/or supports strategies to address assigned areas of responsibility from the PCP or ISP.

#### 4. **INSURANCE:**

A. Contractor shall purchase and maintain insurance as listed below from a company which is licensed and authorized to do business in the State of North Carolina by the North Carolina Department of Insurance.

- i. Professional Liability: The Contractor shall purchase and maintain Professional Liability Insurance protecting the Contractor and any employee performing work under the Contract for an amount of not less than \$1,000,000.00 per occurrence/\$3,000,000.00 annual aggregate.
- ii. Comprehensive General Liability: The Contractor shall purchase and maintain Bodily Injury and Property Damage Liability Insurance protecting the Contractor and any employee performing work under the Contract from claims of Bodily Injury or Property Damage arising from operations under the Contract for an amount of not less than \$1,000,000.00 per occurrence/\$3,000,000.00 annual aggregate.
- iii. Automobile Liability: If Contractor transports recipients, the Contractor shall purchase and maintain Automobile Bodily Injury and Property Damage Liability Insurance covering all owned, non-owned, and hired automobiles for an amount not less than \$500,000.00 each person and \$500,000.00 each occurrence. Policies written on a combined single limit basis shall have a minimum limit of \$1,000,000.00.
- iv. Workers' Compensation and Occupational Disease Insurance, Employer's Liability Insurance: The Contractor shall purchase and maintain Workers' Compensation and Occupational Disease Insurance as required by the statutes of the State of North Carolina. The Contractor shall purchase and maintain Employer's Liability Insurance for an amount not less than Bodily Injury by Accident \$100,000.00 each Accident/Bodily Injury by Disease \$100,000.00 each Employee/Bodily Injury by Disease \$500,000.00 Policy Limit.
- v. Tail Coverage: Liability insurance may be on either an occurrence basis or on a claims-made basis. If the policy is on a claims-made basis, an extended reporting endorsement (tail coverage) for a period of not less than three (3) years after the end of the contract term, or an agreement to continue liability coverage with a retroactive date on or before the beginning of the contract term, shall also be provided.

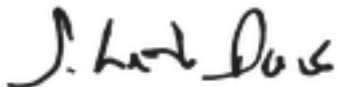
B. Any Contractor utilizing any model for self-directing Innovations services and/or Agency With Choice services for Innovations enrollees shall carry Workers Compensation Insurance in accordance with the requirements of the DHB and LME/PIHP Contract and Innovations Waiver §1915(c) rules.

C. Contractor shall:

- i. Provide to the LME/PIHP with Certificate(s) of Insurance (COI) or Change Endorsement(s) with the LME/PIHP named as an Additional Insured prior to the LME/PIHP's execution of the Contract, except that Licensed Independent Professionals are not required to comply with this requirement;
- ii. Submit new COIs no later than ten (10) calendar days after the expiration of any listed policy to ensure documentation of continual coverage;
- iii. Notify the LME/PIHP in writing within forty-eight (48) calendar hours of any cancellation or material change in coverage;
- iv. Provide evidence to the LME/PIHP of continual coverage at the levels stated above within forty-eight (48) calendar hours if Contractor changes insurance carriers during the performance period of the Contract including tail coverage as required for continual coverage; and

- v. Notify the LME/PIHP in writing within forty-eight (48) calendar hours of knowledge or notice of a claim, suit, criminal or administrative proceeding against Contractor and/or Practitioner relating to the quality of services provided under this Contract.
- D. Contractor shall have the right to self-insure provided that Contractor's self-Insurance program is licensed by the Department of Insurance of the State of North Carolina and has been actuarially determined sufficient currently to pay the insurance limits required in the Contract.
- E. Contractor acknowledges that:
- i. Any loss of insurance shall justify the termination of this Contract in the LME/PIHP's sole discretion;
  - ii. Upon Contractor's notification of knowledge or notice of a claim, suit, criminal or administrative proceeding against Contractor and/or Practitioner relating to the quality of services provided under this Contract, LME/PIHP in its sole discretion shall determine within ten (10) days of receipt of notification whether termination of the Contract or other sanction is required; and
  - iii. All insurance requirements of this Contract shall be fully met unless specifically waived in writing by both the LME/PIHP and Contractor.

Contractor: Legally Authorized Representative



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

This Agreement is made effective the 1<sup>st</sup> day of July 2020, by and between **TRILLIUM HEALTH RESOURCES** (“Covered Entity”) and **DARE COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES THROUGH THE COUNTY OF DARE**, (“Business Associate”) (collectively the “Parties”).

**1. BACKGROUND:**

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

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

**2. DEFINITIONS:**

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

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



### **3. OBLIGATIONS OF BUSINESS ASSOCIATE:**

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

### **4. PERMITTED USES AND DISCLOSURES:**

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

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

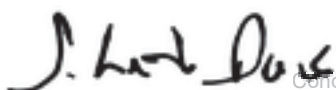
**5. TERM AND TERMINATION:**

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

**6. GENERAL TERMS AND CONDITIONS:**

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

Contractor: Legally Authorized Representative



# ATTACHMENT A

## TRILLIUM HEALTH RESOURCES

### Contracted Services

#### For

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

This is an Addendum to Contract number 0054T-000-FY21 (the “Contract”), between **DARE COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES THROUGH THE COUNTY OF DARE (herein referred to as “DCDHHS”)** whose mailing address is P.O. Box 669, Manteo, NC 27954, phone number is (252)-475-5619, tax identification number is 56-6000293, and **TRILLIUM HEALTH RESOURCES**.

**This Addendum is effective July 1, 2020 to June 30, 2021, and except as expressly set forth herein does not alter the terms or conditions of the Contract.**

The purpose of this Addendum is to add the following services to the Contract, subject to the additional terms set forth herein:

### **Strategic Prevention Framework for Prescription Drugs (SPF-Rx) Project in Dare County**

Trillium Health Resources will reimburse DCDHHS a maximum not to exceed \$18,000.00 in Non-Unit Cost Reimbursement (Non-UCR) Federal funds (CFDA # 93.243) to implement the SPF-Rx Project in Dare County.

1. The funds are to be used for the following and as 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 (virtually and in-person) in state and out of state prevention conferences to provide opportunities for professional development networking, collaboration and to learn best practices and key strategies to prevent prescription drug abuse, misuse, and risks associated with overprescribing and sharing medicines. Expenses include registration, travel, lodging, and per diem.
  - c. Host an education event/workshop on involuntary commitment laws. Expenses can include space/venue rental, speaker fees, materials, advertisement and printing/copies.
  - d. Participate in technical assistance and attend trainings related to the SPF-Rx grant.
  - e. Materials, printing, supplies, and meeting expenses to support the project.

## **REPORTING REQUIREMENTS**

The following reporting requirements are required as referenced in G.S. 122C-144.1. Budget Format and Reports.

1. DCDHHS shall enter program level reporting information into the DHHS data reporting systems as directed.
2. DCDHHS shall submit quarterly reporting information in accordance with SAMHSA-CSAP SPF-Rx Evaluation Requirements.
  - a. Reports are due by the close of the business day on the 15th of the month following the quarter for the previous quarter reports. 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.
  - b. DCDHHS shall submit all reports to the following:
    - i. Trillium Health Resources Contract Reporting at [Contract.Reporting@trilliumnc.org](mailto:Contract.Reporting@trilliumnc.org)
    - ii. The designated representative of the DMH/DD/SAS Community Wellness, Prevention, and Health Integration Section
    - iii. To any other email address as may be specified by Trillium Health Resources
  - c. When submitting the report(s) DCDHHS 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, DCDHHS should use “SPF-Rx Project in Dare County – Non-UCR Contract #0054T-000-FY21” in the subject line of the email.

## **SPECIAL CONDITIONS:**

1. The funds provided shall not be used to supplant Federal or non-Federal funds for services or activities which promote the purposes of the grant or funding
2. The funds provided shall not be utilized to supplement any reimbursement for services or staff activities provided through the NC Medicaid Program
3. The funds provided shall be fully utilized, monitored, and settled in compliance with the full adherence of CHC to all applicable State and Federal laws, rules, regulations, policies, guidelines, standards, agreements, protocols, plans, and communications
4. Funds shall be used in accordance with HHS Grant Policy Statements
5. All contractors and subcontractors, including LME-MCOs and sub-recipient contractors of these funds, shall comply with all requirements, restrictions, terms and conditions, and reporting requirements of the SPF-Rx, as contained in 45 CFR Part 96 and any revisions to such regulations

6. Funds shall be used in accordance with cost principles describing allowable and unallowable expenditures for nonprofit organizations in accordance with OMB Circular A-122
7. SPF-Rx funds shall not be used to provide inpatient services
8. SPF-Rx 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 Chief Financial Officer of DMH/DD/SAS and DSOHF and the Chief of Addictions and Management Operations
9. SPF-Rx 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.
10. 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 nominal 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 incentives 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, lottery tickets or other inappropriate products or materials. Incentives may not be offered to staff, interns, contractors, consultants, board members, consultants, volunteers, or any other individuals who are not enrolled as recipients in the program of behavioral health services.
11. SPF-Rx 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, but not limited to, medical equipment, IT equipment, and vehicles
12. SPF-Rx 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)
13. SPF-Rx funds are prohibited to be used to provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs
14. SPF-Rx funds are prohibited to be used to provide individuals with treatment services in penal or correctional institutions of the State

15. SPF-Rx funds are prohibited to be used towards the annual salary of any contractor or subcontractor, including LME-MCO, provider, or contractor employee, consultant, or other individual that is in excess of Level I of the most current US Office of Personnel Management Federal Executive Salary Schedule. This amount is currently designated for the calendar year effective January 2019 at an annual salary of \$213,600.00.
16. Federal funds shall not be utilized for law enforcement activities
17. No part of any Federal funding shall be used for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any State legislature, except in presentation to the Congress or any State legislative body itself.
18. 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.

## **INVOICES:**

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

1. Monthly pre-audited and signed invoices for services shall be sent to Trillium Health Resources at Accounts Payable ([AccountsPayable@trilliumnc.org](mailto:AccountsPayable@trilliumnc.org)) 144 Community College Road, Ahoskie, NC 27910, by the 10<sup>th</sup> of each month for the prior month's expenditures.
2. **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 DCDHHS.**
3. 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.
4. Mileage logs with copies of checks, and all receipts must be submitted with each monthly invoice.
5. **All assets purchased with these funds with a value of \$5,000.00 or more must be reported to Trillium Health Resources on a monthly basis. Reports must be submitted to Accounts Payable at [AccountsPayable@trilliumnc.org](mailto:AccountsPayable@trilliumnc.org).**
  - a. **When submitting the report DCDHHS 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, DCDHHS should use “SPF-Rx Project in Dare County – Asset Report – Non-UCR Contract #0054T-000-FY21” in the subject line of the email.**

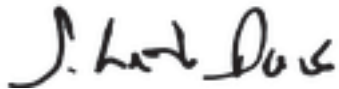
6. Payments shall be made within thirty (30) days after receipt of a complete, accurate, and approved invoice.
7. Invoices/billing documentation received after sixty (60) days from the deadline may be subject to slower processing times, or be at risk for unavailability of funds with the exception of fiscal year end, June 30th. All invoices for the fiscal year must be submitted by July 15th in order to receive reimbursement, as funds for the fiscal year are unavailable to Trillium after July 27<sup>th</sup>.
8. A final accounting of expenditures **will not** be required, as expenditure and revenue documentation should be submitted with each monthly 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 agrees to acknowledge “Trillium Health Resources” as the funding source in any brochures, advertising, trainings, or other information distributed to the public. DCDHHS must only use Trillium Health Resources’ provided logos on any websites and/or printed materials dedicated to the program. DCDHHS should not use the Trillium Health Resources name on any literature without obtaining prior written approval from Trillium Health Resources’ Communications team; please request logos and send all materials for review to [Info@TrilliumNC.org](mailto:Info@TrilliumNC.org) prior to printing or distribution.

Contractor: Legally Authorized Representative



**TRILLIUM HEALTH RESOURCES**

Leza Wainwright

# ATTACHMENT B

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

### Dare County Department of Health and Human Services

#### Statement of Work

#### SPF-Rx Project in Dare County SFY21

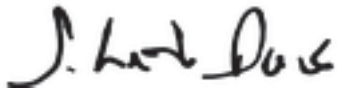
Dare county will contract with NCM the local movie theater to show a drug awareness and prevention video ad for 1 year.

Utilize social media outlets such as Task Force website and Facebook pages and PSAs to educate community on proper drug disposal and sites.

Plan for 1 community educational event on involuntary commitment training to the target audience and distribute lock boxes and pill disposal bags.

Attend trainings as required.

Contractor: Legally Authorized Representative



**TRILLIUM HEALTH RESOURCES**

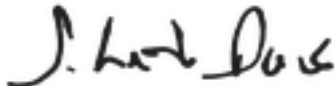
Leza Wainwright



# ATTACHMENT C

DCHHS, Public Health Division			
Saving Lives Task Force			
SPF-Rx Grant Budget & Statement of Work			
FY 2021- Year 5			
CATEGORY	EXPENSES	BUDGET NARRATIVE	
Theater Ad	\$10,400	Advertising & Promotion	NCM Contract to show drug prevention video ad at movie theater
Social Media	\$1,000	Advertising & Promotion	Website and facebook and PSAs.
Education Event expenses	\$5,100	Operating	Involuntary commintment training/lock boxes/disposal bags
Travel	\$1,500	Required Conferences/Travel expenses/Training	
<b>TOTAL</b>	<b>\$18,000</b>		

Contractor: Legally Authorized Representative



**TRILLIUM HEALTH RESOURCES**

*Leza Wainwright*

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

---

**IN WITNESS WHEREOF:**

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

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

For Dare County Dept. Health & Human Services  
Name Sheila F Davies  
Title DHHS Director

Signed on 2020-08-26 15:13:40 GMT

Secured by Concord™  
DocumentID: M2VKNzQ4ODAtM2  
SigningID: OTI1MTMxMTgtN2  
Signing date: 8/26/2020  
IP Address: 63.144.54.67  
Email: sheila.davies@darenc.com

For Trillium Health Resources  
Name Leza Wainwright  
Title CEO

Signed on 2020-08-27 12:51:56 GMT

Secured by Concord™  
DocumentID: M2VKNzQ4ODAtM2  
SigningID: ZTY4Y2RINjktZG  
Signing date: 8/27/2020  
IP Address: 74.196.63.16  
Email: rita.joyner@trilliumnc.org

For Trillium Health Resources  
Name Michelle Martin  
Title Finance Director

Signed on 2020-08-27 13:15:57 GMT

Secured by Concord™  
DocumentID: M2VKNzQ4ODAtM2  
SigningID: YTI5YzcxN2YtN2  
Signing date: 8/27/2020  
IP Address: 206.74.95.82  
Email: ann.singleton@trilliumnc.org



*Board Appointments*

**Description**

The following Boards have appointments this month.

1. Albemarle Region Resource Conservation & Development Board
2. Upcoming Board Appointments

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager



*Albemarle Region Resource Conservation and Development Council, Inc.*

**Description**

See attached summary

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager

September 2020

**BOARD APPOINTMENT**

**ALBEMARLE REGION RESOURCE CONSERVATION & DEVELOPMENT COUNCIL**

(Four Year Term)

**Ann Sinclair resigned January 2020.**

**The Council has received an application from Maggie May and recommends the Board appoint her to a four-year term.**

No other applications have been received.

**ALBEMARLE REGION RESOURCE CONSERVATION AND DEVELOPMENT COUNCIL, INC.**  
**(Four Year Term)**

This Council is a 501c3 non-profit organization serving the people of Camden, Chowan, Currituck, Dare, Gates, Hyde, Pasquotank, Perquimans, Tyrrell and Washington Counties.

The Council assists local governments and community groups in northeast NC with projects that protect land and water resources while promoting economic development.

<b><u>MEMBER</u></b>	<b><u>TERM EXPIRATION</u></b>	<b><u>ACTION</u></b>
Vacant		
Ann Sinclair (resigned 1/2020) 141 Dogwood Circle Manteo, NC 27954 252-305-6599	6-23	Apptd. 2-16 Reapptd 6-19

**NOTES:**

Leon Daniels replaced Chuck Hester 2/05.

Cynthia Owens filled unexpired term of Leon Daniels 6/05.

Cynthia Owens resigned 7/08.

Michael Barr appointed 6/11 to fill vacant seat left by Cynthia Owens.

Ann Sinclair appointed 2/16 to fill vacant seat left by Michael Barr, who did not want to be reappointed.

Meeting Date: Feb., May, Sept., Dec.

Contact Person: Mark Powell  
Program & Project Management Consultant  
[albemarlercandd@yahoo.com](mailto:albemarlercandd@yahoo.com)  
252-333-9465

**Revised 8/2020**

APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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

Advisory Board or Committee interested in:

1<sup>st</sup> choice Albemarle Region Resource & Development

2<sup>nd</sup> choice Library

3<sup>rd</sup> choice Transportation

Name Maggie May

Address 109 E Sir Walter Raleigh Dr, KDH

City/State/Zip \_\_\_\_\_

Email Address cmmay2@ncsu.edu

Telephone Home: (828) 773-6704

Business: \_\_\_\_\_

Resident of Dare County:  yes       no

Occupation: Professor

Business Address: \_\_\_\_\_

Educational background:  
NC state university, EdD  
Appstate, Masters

Business and civic experience and skills:  
Attached



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

Attached

REFERENCES

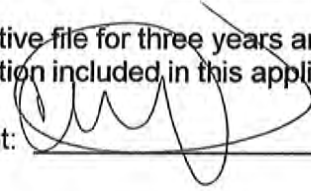
List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

Name	Business/Occupation	Address	Telephone
Attached			

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

Date: 8/11/2020

Signature of applicant:



FOR OFFICE USE ONLY:

Date received: \_\_\_\_\_

August 11, 2020

To the distinguished advisory board for committee and board appointments in Dare County.

I humbly request the honor to serve on a committee, or executive board in Dare County. Duty and Integrity are key values that shape my vision in the various roles I currently hold. I am a mother of five children, an online professor at both the university and community college level, including a Student Success Coach at College of Albemarle, and a doctoral student at N.C. State University.

While my hands are full raising my three children, two stepchildren, and serving as a mentor to veterans and other student groups, volunteering with the OuterBanks Relief Foundation, and other civic groups, my heart is full as well. My goal is to present a well-rounded steward of selfless service, integrity, and leadership. The appointment to any board in Dare County will grant me experience to learn from the best and establish a foundation for future opportunities.

I humbly ask the selection to committee to stand with me as I become a voice for military families underrepresented in our society. I understand my curriculum vitae is not as impressive as applicants my senior, but I encourage the committee to keep an open mind and invest in me with the longevity of investing in Dare County for years to come.

Respectfully,

Catelin Margaret May;

*Professor, Success Coach, Wife, Mother, and Citizen*

[Catelin\\_may91@albemarle.edu](mailto:Catelin_may91@albemarle.edu)

[Cnmay2@ncsu.edu](mailto:Cnmay2@ncsu.edu)

(828) 773-6704

## **Catelin Margaret (Maggie) May**

109 E Sir Walter Raleigh Dr, Kill Devil Hills, NC, 27948

Email: [cmmay2@ncsu.edu](mailto:cmmay2@ncsu.edu)

Contact: (828)773-6704

Follow me on twitter: [@ProfessorMagMay](https://twitter.com/ProfessorMagMay)

LinkedIn: [Maggie May](#)



### **EDUCATION**

#### **Doctoral Candidate**

N.C. State University

Community College Leadership, Doctor of Education

*Research Topics:* Graduate learning for Military Spouses, Online learning for Military Spouses, Military Friendly employment

#### **M.S. Criminal Justice/Criminology/Political Science**

Appalachian State University Graduate School

Thesis: "United States Veterans and Criminality: A Study post separation"

Honors: Thesis Completed 3.81 GPA

#### **B.A. Political Science/Mass Communication**

Francis Marion University

Honors: Dean's List graduate 3 years 3.6GPA

### **AWARDS**

Richter Moore Fellowship Award, Appalachian State University, Boone, North Carolina

### **TEACHING EXPERIENCE**

#### **UNC-Pembroke, Pembroke, North Carolina**

Adjunct Faculty-Department of Political Science

Lecture courses on Introduction to Political Science and taught online American Government traditional and Online courses via distance education learning

#### **Sandhills Community College, Pinehurst, North Carolina**

Adjunct Faculty-Department of Social Sciences

Lecture Introduction to American National Government online via distance learning, as well as, teach traditional courses in Hoke County location

**Richmond Community College, Hamlet, North Carolina**

Adjunct Faculty-Political Science

Online instruction for American Government online forum of Moodle

**North Eastern Technical College, Cheraw, South Carolina**

Adjunct Professor-Political Science

Online instruction for American Government online forum of Moodle

**Johnston Community College, Smithfield, North Carolina**

Adjunct Professor-Political Science

Online instruction for American Government online forum of Blackboard

**South Georgia State College, Waycross, Georgia**

Lecture/Professor-tenure

Courses ranging from American Government to Global Issues; full-time employment and advisor; Traditional courses

**Appalachian State University, Boone, North Carolina**

Guest Lecturer "Policing in America" "Social Justice in U.S."

**Thomas Sumter Academy, Sumter, South Carolina**

Instructor/U.S. History Teacher

Developed syllabus, exam development, graded all written work/exams/papers, held meetings with students and parents to coordinate on students' development. Issued academic progress reports.

**REASERCH EXPERIENCE**

**N.C. State University**

College of Education

*Doctoral Candidate and Graduate Assistant*

Community College Leadership Graduate Assistant to Outreach Coordinator/Teaching Professor

**Appalachian State University**

College of Education, Dean's Office

*Graduate Assistant*

Assisted the Associate Dean and his staff with student-teacher placements, state recertification, awards recipients, donor lists/interviews, graduation audits

*Research Assistant*

Aided the Associate Dean at Appalachian State's College of Education in a variety of research opportunities to coordinate with recertification, TK-20 analytical support, and variable analysis

### **ADVISING EXPERIENCE**

College of the Albemarle- Dare County Campus: Student Success Coach and Academic Advisor: Grant-funded, Full-Time employment (2020)

Military Spouses Support Group Advisor, Sandhills Community College

Military Veterans Support Group Advisor, Sandhills Community College

Fort Bragg Family Readiness Group Leader, 82nd Airborne 2-325 White Falcon

### **PUBLICATIONS AND PAPERS**

"The Social Justice Implications of the US Drug War"

Matthew Robinson, PhD & Maggie Jones-May, MS Candidate

Presented at NCCJA Annual Conference, Raleigh.

Journal of Social Science Research, March 2015

Educational Benefits, Sex Crimes, and Binge Drinking:

A closer look at those who protect and serve in North Carolina

Maggie Jones-May, MS Candidate

North Carolina Criminal Justice Association Annual Conference, Raleigh, N.C.

### **MEMBERSHIPS**

North Carolina Political Science Association

North Carolina Community College Association

Outer Banks Relief Foundation

Colington Harbor Yacht and Racquet Club

Dare Family YMCA

Delight Women's Ministries



*Upcoming Board Appointments*

**Description**

The Dare County Board of Commissioners welcomes citizen participation on its many Boards and Committees.

Following is a list of the Boards and Committees that have terms expiring during the next 3 months. The list indicates when the item will be presented to the County Commissioners and any requirements that may pertain to the appointment.

Instructions on how to obtain and submit an application are attached along with additional information about each of the Boards and Committees with upcoming term appointments.

**Board Action Requested**

None

**Item Presenter**

Robert Outten, County Manager

## Upcoming Board & Committee Appointments

The Dare County Board of Commissioners welcomes citizen participation on Advisory Boards and Committees. This type of grassroots public involvement is the foundation of democracy and a vital part of maintaining Dare County as a quality place to live.

Following is a list of Boards and Committees that have terms expiring during the next three months. The list highlights when the item will be presented to the Board of Commissioners along with any special requirements that may pertain to the appointment.

Information on how to obtain and submit applications follows the list.

### **October, 2020**

None

### **November, 2020**

Older Adult Services Advisory Council

1 term expiring

### **December, 2020**

Equalization and Review Board

5 terms expiring

Nursing Home Community Advisory Council/DC Joint Comm. Advisory Committee

1 term expiring

Parks and Recreation Advisory Council

1 term expiring

Special Motor Vehicle Valuation Review Committee

3 terms expiring

### **~~~~~Instructions for Obtaining and Submitting Applications~~~~~**

An application must be submitted in order for your name to be considered for a Board or Committee appointment. The form is available on the Dare County website, or by calling:

**Cheryl C. Anby, Clerk to the Board at 475-5800**



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

**Description**

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

**Board Action Requested**

Consider items presented

**Item Presenter**

Robert Outten, County Manager