ROWAN COUNTY COMMISSION AGENDA
August 2, 2021 - 3:00 PM

Join from a PC, Mac, iPad, iPhone or Android device:
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Call to Order

Invocation

Provided By: Chaplain Michael Taylor

Pledge of Allegiance

Consider Additions to the Agenda

Consider Deletions From the Agenda

Consider Approval of the Agenda

Board members are asked to voluntarily inform the Board if any matter on the agenda might present a conflict of interest or might require the member to be excused from voting.

- Consider Approval of the Minutes: July 19, 2021

1 Consider Approval of Consent Agenda

A. Permission for Cheerwine to Promote the Use of Two (2) County-Owned Parking Lots as Free Parking for 2021 Cheerwine Festival
B. Lease Renewal for Rowan Museum at West End Plaza
C. River Park Request for Funding for Gatehouse
D. Contract Between the Health Department and Carolinas Womens Health Services

E. Contract Between DSS and Florence Crittenton Services
F. Contract Between DSS and Abundant Living Adult Day Services
G. Contract Between DSS and Fresh Start Today
H. Contract Between DSS and The Church of God Children's Home of NC, Inc.
I. Cheerwine Festival - Use of Parking Lots
J. Contract Between DSS and Boys and Girls Homes of NC, Inc.
K. Contract Between DSS and Baptists Children's Homes of NC, Inc.
L. Contract Between DSS and Coltrane L.I.F.E. Center, Inc.
M. Contract Between DSS and Miracle Houses, Inc.
N. Airport Rental Uniform Service Contract
O. Revised Interlocal Agreement with the Town of Landis
P. Medicaid Revenue Contracts
Q. Bi-weekly Environmental Health Report
R. Schedule August 16, 2021 Public Hearing for Z 05-21: Reaper's Realm
S. Contract Between the Health Department and Rowan-Salisbury School System

2 Public Comment Period

3 Budget Amendments

4 Consider Approval of Board Appointments

5 Closed Session

- To Consider Approval of Closed Session Minutes
- For Attorney-Client Privileged Communication

6 Adjournment

Individuals with disabilities who need modifications to access the services or public meetings of Rowan County Government may contact the Clerk to the Board of Commissioners three days prior to the meeting by calling (704) 216-8181 or by utilizing the North Carolina relay number at 1-800-735-2962 (English) or 1-888-825-6570 (Spanish). For additional communication options, please consult: https://relaync.com.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:	Carolyn Barger, Clerk to the Board
DATE:	July 20, 2021
SUBJECT:	Consider Approval of the Minutes: July 19, 2021

ATTACHMENTS:

Description	Upload Date	Type
July 19, 2021 Minutes	7/22/2021	Cover Memo

Greg Edds, Chairman
Jim Greene, Vice- Chairman
Mike Caskey
Judy Klusman
Craig Pierce

Aaron Church, County Manager
Carolyn Barger, Clerk to the Board
John W. Dees, II, County Attorney

Rowan County Board of Commissioners
130 West Innes Street · Salisbury, NC 28144
Telephone 704-216-8181 · Fax 704-216-8195

MINUTES OF THE MEETING OF THE ROWAN COUNTY BOARD OF COMMISSIONERS July 19, 2021 – 6:00 PM J. NEWTON COHEN, SR. ROOM J. NEWTON COHEN, SR. ROWAN COUNTY ADMINISTRATION BUILDING

Present: Greg Edds, Chairman
Jim Greene, Vice-Chairman
Mike Caskey, Member
Judy Klusman, Member

Participating Remotely: Craig Pierce, Member

County Manager Aaron Church, Clerk to the Board Carolyn Barger, County Attorney Jay Dees, and Finance Director James Howden were also present.

Chairman Edds convened the meeting at 6:00 p.m.

Chaplain Michael Taylor provided the Invocation.

Chairman Edds led the Pledge of Allegiance.

CONSIDER ADDITIONS TO THE AGENDA

Chairman Edds added a request from Chris Sloop, Soil and Water, to apply for grant funding for creek debris cleanup from damages caused from Tropical Storm Eta.

Commissioner Greene moved, Commissioner Klusman seconded and the vote to add the issue to the Consent Agenda passed unanimously. (The item was added to the Consent Agenda as item AF).

CONSIDER DELETIONS FROM THE AGENDA

There were no deletions from the agenda.

CONSIDER APPROVAL OF THE AGENDA

Commissioner Klusman moved, Commissioner Greene seconded and the vote to approve the agenda as amended passed unanimously.

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CONSIDER APPROVAL OF THE MINUTES
Commissioner Klusman moved, Commissioner Caskey seconded and the vote to approve the minutes of the June 21, 2021 Commission Meeting passed unanimously.

1. CONSIDER APPROVAL OF CONSENT AGENDA
Commissioner Klusman moved approval of the Consent Agenda as amended. The motion was seconded by Commissioner Caskey and passed unanimously.

The Consent Agenda consisted of the following:
A. Contracts for Two (2) Assistant District Attorney Positions for FY 2022
B. LFGCC System Project Contract Closeout Change Order No. 1 Blue Flame Crew
C. Recycling Grant Approval Request Dept. of Environmental Management (Landfill)
D. Golder FY-22 Compliance Monitoring & Consulting Services Proposal
E. Request for Authorization to Operate Concessions Septic Installation at DNP
F. FY22 Agreement NCDOT 5311 Community Transportation Rural Formula Grant Program
G. RUQ Work Authorization for Land Acquisition and Relocation Services at Mid-Carolina Regional Airport
H. Request to Reclassify Positions in Animal Services
I. Signs for River Park at Cooleemee Falls
J. First Amendment to Interlocal Agreement with City of Kannapolis
K. Northwoods Quote
L. Request to Execute Grant Documents - Eastern Wholesale Fence Project
M. Amended Budget Ordinance
N. Tax Refunds for Approval
O. Request for Temporary Positions with state COVID19 funding 7-202
P. Tax Refund for Approval
Q. Bi-weekly Environmental Health Reporting Charts and Graphs_0709
R. Purchasing of Vehicles for Sheriff's Department
S. Luca's Hope Therapeutic Foster Care Contract
T. Bayada Home Health In-Home Aide Contract
U. Another Choice for Black Children Therapeutic Services Contract
V. Request from Emergency Services to Accept RACE-CARS Trial Grant Funding
W. Donation of Generator to Emergency Services
X. First Amendment to Interlocal Agreement with City of Kannapolis
Y. ADA Compliance Settlement Agreement
Z. Declare Property Located at 608 South Carolina Avenue in Spencer as Surplus and Authorize Upset Bid Process
AA. Rowan One Church One Child Grant
AB. Lease for Probation and Parole
AC. Schofield 2015 Lease First Amendment for Probation/Parole
AD. NC AT&T Memorandum of Agreement
AE. Release RFP To Solicit Proposals from Registered Lobbyists To Work With Rowan County

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AF. Request Grant Funding for Creek Debris Cleanup from Damages Caused from Tropical Storm Eta (addition to the Consent Agenda)

2. PUBLIC COMMENT PERIOD

Chairman Edds opened the Public Comment Period to entertain comments from any citizens wishing to address the Board. With no one coming forward, Chairman Edds closed the Public Comment Period.

3. PRESENTATION FOR ACCESS ROAD TO ANIMAL SHELTER

Doug Chapman with McGill provided a power point as he discussed the access road to the Rowan County Animal Shelter. Mr. Chapman said the project had been discussed for some time and was now ready to go out to bid.

Mr. Chapman discussed the existing site, reporting that the Convenience Center had been closed and removed, the Dog Adoption Center (DAC) was underway, the James River Site was complete, there was no City water to the Animal Shelter or sewer to the DAC.

With regards to the proposed project, Mr. Chapman highlighted the following:

- Proposed Roadway from Julian Road to serve James River
- Extended to Corporate Center Drive
- Extension of water and sewer to serve new DAC

Completed Project for Bidding

- Base Bid Roadway from Julian Road to new Animal Shelter Drive
- Alternate Bid Roadway remainder of road to Corporate Center Drive
- Base Bid Sewer from existing sewer main to DAC
- Base Bid Water from Julian to DAC
- Alternate Bid Water from DAC to Corporate Center Dr

Proposed Items for DAC and Animal Shelter

- DAC 2-inch Water Meter RPZ and connection to the building by Building Contractor
- Animal Shelter 2-inch Water Meter RPZ and connection to existing water service by DAC Building Contractor
- DAC 4-inch Sewer Service to ROW Connection to building by Building Contractor
- DAC Driveway Curb Cut at the street Drive and connection to Curb Cut by Building Contractor
- Animal Shelter Driveway Curb Cut at the street - complete new drive and connection to Curb Cut by DAC Building Contractor

Proposed Schedule

- Authorization to Bid July 19, 2021
- Advertise for Bids July 22, 2021

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- Bid Opening August 24, 2021
- BOC Bid Award September 16, 2021
- Contract Execution Thru October 15, 2021
- Preconstruction Meeting Week of Oct 18, 2021
- Begin Construction November 1, 2021

Chairman Edds said the Animal Shelter operated with a well and he noted the importance of extending a water line there in the event the well ever went out.

Commissioner Klusman moved, Commissioner Pierce seconded and the vote to authorize the County to go out to bid passed unanimously.

4. PRESENTATION BY ADW ARCHITECTS FOR WEST END PLAZA REGARDING AG CENTER

Phillip Steele with ADW Architects (ADW) provided a power point and recapped the status of the proposed renovations for the West End Plaza (WEP). Mr. Steele noted the Board had seen some of the slides before.

Mr. Steele noted the project went through to the schematic design phase last year; however, the project stopped before the cost estimates were completed. Mr. Steele said costs had increased tremendously since that time.

Using the power point, Mr. Steele showed both the exterior and interior renovation designs for the Agricultural Meeting Hall and the Agricultural Center Office Area.

Mr. Steele compared the costs from March 24, 2020 to the projected costs for the current date of July 19, 2021.

***March 24, 2020 costs for* Rowan County Agricultural Center**
Schematic Design Cost Estimate (Construction & Owner Soft Costs)

CONSTRUCTION COSTS

Base Bid (Agricultural Offices, Meeting Hall & Site Prep for Demonstration Gardens & Storage Bldgs.) $12,623,033
NRCS (Offices) $356,383
Alternate 1 (Exterior Renovations, New Entries & Canopies at Belk) $1,897,837
Alternate 2 (Parking Lot & Site Alterations around Belk & Outdoor Pavilion / Classroom) $1,778,853
Alternate 3 (Exterior Renovations, Parking Lot & Site Alterations between Belk & JC Penney Bldg.) $1,541,529
Construction Costs Subtotal $18,197,635
Owner Contingency Calculated at 5% of the Construction Costs $ 909,882
Owner Soft Cost & Design Fees Total $1,749,225

Total Cost for the Project $ 20,856,742

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July 19, 2021 costs for **Rowan County Agricultural Center**
Schematic Design Cost Estimate (Construction & Owner Soft Costs)

CONSTRUCTION COSTS

Base Bid (Agricultural Offices, Meeting Hall & Site Prep for Demonstration Gardens & Storage Bldgs.) $14,723,205
NRCS (Offices) $419,197
Alternate 1 (Exterior Renovations, New Entries & Canopies at Belk) $2,445,615
Alternate 2 (Parking Lot & Site Alterations around Belk & Outdoor Pavilion / Classroom) $2,105,801
Alternate 3 (Exterior Renovations, Parking Lot & Site Alterations between Belk & JC Penney Bldg.) $1,887,604
Construction Costs Subtotal $21,581,422
Owner Contingency Calculated at 5% of the Construction Costs $1,079,071
Owner Soft Cost & Design Fees Total $1,749,225

Total Cost for the Project $ 24,409,718

Mr. Steele said the Board could pick and choose which portions of the project it may wish to do based on the budget. Mr. Steele said if the County wished to move forward, it should quickly talk about the timeline. Mr. Steele anticipated a 14-month construction timeline starting in June 2022 with a complete date of July 2023.

In response to an inquiry from Chairman Edds, Mr. Steele said ADW had included a 10% increase for when construction began in June 2022.

County Manager Aaron Church provided the following figures with regards to funding for the project:

Debt in Budget	$15,000,000.00
Savings	$ 6,026,638.00
2022 Appropriation	$ 1,753,660.00
	$22,780,298.00
Revised Project Cost	$24,409,718.00
Budget	$(22,780,298.00)
	$1,629,420.00

Mr. Church noted the Board would be short $1,629,420.00 for the project, as presented, but if there were no change orders and the project stayed on task, the Board would only be short $600,000.

Chairman Edds said he did not see why the Board would not move forward with the process, including all alternates. Chairman Edds said the decisions would be made

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when the base bids and alternate bids were presented in April of next year. Chairman Edds expressed hope that costs would begin to come down until then.

Mr. Steele said he felt the Board would want to include all alternates if the County could afford them.

Commissioner Caskey asked if the second floor of the former Belk facility would be used. Mr. Steele responded the mechanical system would be located there; the second floor would only be used for utility space.

Using the power point, Mr. Steele explained to Commissioner Caskey and the Board where the WEP renovations would stop with regards to the interior hallway. Commissioner Caskey felt the renovations should include the hallway and go to the edge of the former JC Penney store in order to make the new entrance more aesthetically pleasing with matching tiles, walls, etc.

Chairman Edds agreed with Commissioner Caskey in that the interior renovations should extend further down to the new entrance. Chairman Edds felt when visitors came through a new attractive entrance they should be able to see the improvements once inside, as well.

Mr. Steele said he would be glad to look at the suggestion as Alternate #4. Commissioner Caskey added that when the Board considered the project next year, the parking lot (Alternate #3) and the new entrance could be considered together.

Chairman Edds felt the facility would be of great benefit to the community and he did not see why the Board would not move forward with the project and all alternates.

Chairman Edds made a motion to move ahead with ADW followed by a second from Commissioner Greene. The motion passed 4-1 with Commissioner Pierce dissenting.

5. UPDATE FROM ECONOMIC DEVELOPMENT COMMISSION

Chairman Edds introduced Rod Crider, Executive Director, of the Economic Development Commission (EDC). Mr. Crider provided a power point as he updated the Board on the activities of the EDC over the past year.

Mr. Crider said one of the most significant changes for the EDC was its move to more of a public/private model of funding for the EDC. Mr. Crider said fifty-six (56) private sector investors provided $1,239,300 in response to fundraising efforts.

Mr. Crider discussed the EDC goals for job creation and capital investment.

The number one priority for the EDC was business retention. Mr. Crider noted that last year sixty-one (61) company visits were made to existing businesses to talk about their needs.

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Scott Shelton, Vice-President of the EDC, reported the notable project wins for the year 2020-21 came through Continental Structural Plastics (61 jobs), Hexagon Agility (75 jobs), Eastern Fence (142 jobs), Maxlife (55 jobs), Integro Technologies (30 jobs) Snowjoe (70 jobs), and FCR (30 jobs).

Mr. Shelton highlighted the overall project activity for 2020-21 through leads and company visits. Mr. Shelton also touched on the topics of site development and increased developer interest.

Mr. Crider said economic development had become about workforce development. Mr. Crider discussed the key objectives for talent attraction and development for the workforce.

Another strategy for the EDC was brand identity and storytelling. Mr. Crider discussed the goals for promoting the County, as well as the marketing initiatives.

Commissioner Greene talked about the need to increase the education and skill levels of the County's workforce. Commissioner Greene mentioned the Jobs Initiative Program and said it was unbelievable there was currently 2,000 job openings in the County. Commissioner Greene expressed appreciation for the work of the EDC.

Commissioner Klusman extended congratulations to the entire EDC team for their work.

In response to an inquiry from Commissioner Klusman, Mr. Crider said the EDC provided counseling to some of the businesses with regards to policies they might want to adopt. The EDC encouraged the companies to provide positives and improve the climate for their employees to make them feel appreciated.

Commissioner Caskey shared his thanks for the professionalism of EDC and noted the County was seeing the results and dividends from the EDC's efforts.

Mr. Crider thanked the Board for its support.

Chairman Edds thanked Mr. Crider for being a team player and pulling everyone together. He also thanked the Commissioners for investing in the EDC.
Chairman Edds discussed the education collaborative and the push for the goal of the education community to creating better jobs and the jobs people want. Chairman Edds felt the education collaborative might be the most important task the Commissioners had.

6. FINANCIAL REPORTS

(Please note this item was discussed following the conclusion of the Board Appointments – Agenda Item #8).

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Finance Director James Howden presented several financial graphs depicting the following information:

- Annual Cumulative Expenditure Comparisons as of June 2021 - $146,028,975
- Annual Cumulative Revenue Comparisons as of June 2021 - $155,401,571
- Annual Cumulative Current Year Property Tax Comparisons as of May 2021 – $88,725,509
- Annual Cumulative Sales Tax Comparisons as of March in FY ’21 - $23,628,036
- Monthly Sales Tax Comparisons as of March in FY ’21 - $3,057,336

7. BUDGET AMENDMENTS

Finance Director James Howden presented the following budget amendments for the Board’s consideration:

- Health Department – To increase COVID Disaster Relief and expense accounts per Agreement Addendum. $1,529,284
- Finance – Recognize reserved funds from FY 2021 for Cooperative Extension. Reserved funds represent money received by a department for a restricted purpose. The funds that have not been spent by year-end are budgeted for expenditure in the new fiscal year. $10,000
- Finance – Reduce ARP revenue and expense budgeted in the General Fund. $4,668,900
- Finance - Budget ARP revenue and expense, in new Fund 703. $4,668,900
- Health Department – Increase Breastfeeding Peer Counselor Program’s revenue and expense account per Agreement Addendum. $ 35,096
- Health Department – Increase revenue and expense accounts per Agreement Addendum 539. $27,877

Commissioner Greene moved approval of the budget amendments as presented. The motion was seconded by Commissioner Klusman and passed unanimously.

8. CONSIDER APPROVAL OF BOARD APPOINTMENTS

ABC BOARD

Maurice Hendrick applied for reappointment. Mr. Hendrick has served for 12 years on the ABC Board between appointments by the City of Salisbury and Rowan County.

If the Board wishes to reappoint Mr. Hendrick, the Board would need to waive the term limits established in the Resolution, which governs the board appointment process. The term would be for three (3) years and expire July 31, 2024.

Commissioner Greene moved to waive the term limits established in the Resolution followed by a second from Commissioner Klusman. The motion passed unanimously.

Commissioner Klusman moved, Commissioner Pierce seconded and the vote to reappoint Mr. Hendrick carried unanimously.

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Commissioner Klusman moved, Commissioner Caskey seconded and the following appointments were approved:

- **East Gold Hill Volunteer Fire Department Fire Commissioners** - John Allen Hammill, III for a two-year term to expire July 31, 2023.
- **Granite Quarry Planning Board – ETJ** - Michelle Reid for a three-term that will expire July 31, 2024.
- **Granite Quarry Zoning Board – ETJ -** Greg Lowe for a three-year term that will expire July 31, 2024.

HISTORIC LANDMARKS COMMISSION
Cameron Garrett Sloop applied to fill a vacant seat and if approved, the term will expire July 31, 2023.

Alfred Wilson applied for reappointment for a three-year term that will expire May 31, 2024.

Commissioner Klusman moved, Commissioner Greene seconded and the vote to reappoint Mr. Sloop and Mr. Wilson passed unanimously.

HOME AND COMMUNITY CARE BLOCK GRANT ADVISORY COMMITTEE
The HCCBG Advisory Committee membership includes Funded Providers (or designated representatives) who are appointed for the allocation funding cycle.

Nan Buehrer is the Executive Director for Rufty-Holmes Senior Center, which is the Lead Facilitating Agency for the HCCBG Advisory Committee. Ms. Buehrer requests the Board appoint the following Funded Providers for a one-year term that will expire June 30, 2022:

- Nan Buehrer, Executive Director, Rufty-Holmes Senior Center
- Micah Ennis, Director, Rowan County Department of Social Services
- Cindy Fink, Executive Director, Meals on Wheels Rowan
- Valerie Steele, Director, Rowan Transit System
- Christina Joyce, Executive Director, Trinity Living Center

Commissioner Klusman moved to appoint Ms. Buehrer, Ms. Ennis, Ms. Fink, Ms. Steele and Ms. Joyce. The motion was seconded by Commissioner Pierce and carried unanimously.

Additionally, there are two (2) At-Large seats to be filled and three (3) applications were received from Jennifer Davis Hammond, Joel Scott, and Ray Paradowski. Please note that Jennifer Davis Hammond and Ray Paradowski have just completed their first terms as At-Large members and Ms. Buehrer recommends their reappointment. The term for the two (2) At-Large seats would expire June 30, 2024.

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Chairman Edds moved the reappointment of Ms. Hammond and Mr. Paradowski. The motion was seconded by Commissioner Pierce and passed unanimously.

JUVENILE CRIME PREVENTION COUNCIL
The Board is asked to appoint Alyssa Harris to this Council. Statutorily, Ms. Harris will be serving by virtue of her position as Rowan County Health Director. There is no term ending date.

Commissioner Klusman moved the appointment of Ms. Harris, followed by a second from Chairman Edds. The motion passed unanimously.

LIBRARY BOARD
Betty Mickle has applied for a second three-year term. If approved, the term would expire July 31, 2024.

Commissioner Klusman moved, Commissioner Greene seconded and the vote to reappoint Ms. Mickle carried unanimously.

MILLER FERRY VOLUNTEER FIRE DEPARTMENT
There are three (3) vacant seats and the following have applied for a two-year term. If approved, the terms will expire on June 30, 2023:

- Clyde Stewart Ash
- Joe Scott Luckadoo
- J. Shane Wolford

Commissioner Caskey moved the appointment of Mr. Ash, Mr. Luckadoo and Mr. Wolford. The motion was followed by a second from Commissioner Pierce and passed unanimously.

REGION F AGING ADVISORY COMMITTEE
There are currently three (3) seats to be considered for this Committee:

- First, Michael Agee was initially appointed to fill the remainder of a term as an Alternate member. He has applied for a two-year term as an At-Large member and is recommended by Nan Buehrer for the appointment. The term would expire June 30, 2023.

- Secondly, Alex Bruce applied for reappointment for a two-year term that would expire June 30, 2023.

- Lastly, Eileen Solomon has applied for the Alternate seat. If approved the term would be for one (1) year and expire June 30, 2022.

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Commissioner Klusman moved the appointment of Mr. Agee, Mr. Bruce and Ms. Solomon as recommended. The motion was seconded by Commissioner Caskey and carried unanimously.

ROCKWELL RURAL VOLUNTEER FIRE DEPARTMENT FIRE COMMISSIONERS
William Thomas Baucom and Jeff Lynn Holshouser applied to fill two (2) vacant seats. If approved their terms would be for two (2) years and expire June 30, 2023.

Commissioner Greene moved to appoint Mr. Baucom and Mr. Holshouser. The motion was seconded by Commissioner Caskey and passed unanimously.

(Note: At this point in the meeting the Board received the Financial Reports – see Agenda Item #6).

9. ADJOURNMENT

Before the Board adjourned, Commissioner Klusman encouraged citizens to get the COVID-19 vaccine.

There being no further business to come before the Board, Commissioner Klusman moved to adjourn at 8:01 p.m. The motion was seconded by Commissioner Greene and passed unanimously.

Respectfully Submitted,

Carolyn Barger, MMC, NCMCC
Clerk to the Board

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ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:	County Manager Aaron Church
DATE:	July 28, 2021
SUBJECT:	Permission for Cheerwine to Promote the Use of Two (2) County-Owned Parking Lots as Free Parking for 2021 Cheerwine Festival

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Per the attached request, the City of Salisbury would like to promote the use of two (2) county-owned parking lots as free public parking for the Cheerwine Festival. The Festival is scheduled for Saturday, September 18th from 12:00 - 10:00 p.m.

The City does not plan to block/close the parking lots and only wants to promote them as public parking for the day. The parking lots are located behind the Register of Deeds/Tax Office and the lot on the corner of North Main and Kerr Street.

Approve the request contingent upon receiving Certificate of Liability Insurance.

ROWAN COUNTY
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130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:	Don Bringle, Parks and Facilities Director
DATE:	July 9, 2021
SUBJECT:	Lease Renewal for Rowan Museum at West End Plaza

The lease for Rowan Museum at West End Plaza (WEP) expired June 30, 2021. Rowan Museum has requested to renew the lease for another five (5) years.

County Attorney Jay Dees provided the attached First Amendment to the lease for this renewal.

ATTACHMENTS:

Description	Upload Date	Type
2016 Lease	7/9/2021	Cover Memo
First Amendment	7/26/2021	Cover Memo

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF ROWAN

THIS LEASE AGREEMENT, made this the 1st day of May, 2016, by and between Rowan County, hereinafter called Landlord, and the Rowan County History Museum, hereinafter called Tenant:

WITNESSETH:

Subject to the terms and conditions and mutual promises hereinafter set forth, the Landlord hereby demises and lets and the Tenant hereby rents from said Landlord the following described premises located in Salisbury, Rowan County, North Carolina:

WEST END PLAZA – Approximately 5,320 square feet
known as UNIT C-8.

TO HAVE AND TO HOLD the same and the privileges and appurtenances thereunto in any wise pertaining to the said Tenant and to be used by Tenant for the purpose of operating the Rowan County History Museum for the public purpose, and for such purposes as are usual and customary in the conduct of such business and for no other purpose or purposes for the term of five (5) years (plus the fractional portion, if any, of the month during which the lease commences). If at anytime the Rowan County History Museum uses the premises for anything that is not for the public purpose the lease shall immediately terminate.

1. Commencement Date. The lease term hereof shall begin and rent shall commence to accrue June, 2016 until June, 2021. However, Tenant agrees and understand that that the landlord has the right to terminate the agreement at anytime with a 30 day notice to the tenant.

2. Rental:

(a) Minimum Rent. Tenant agrees to pay to Landlord the sum of $1.00 ($) Dollars per year.

4. Care of Premises. The Tenant shall take good care of the premises hereby leased or demised and the appurtenances thereof, and at the end or other expiration of the term of this lease shall deliver up said premises in good order and condition, ordinary wear and tear excepted. If Tenant should fail to deliver up said premises in good order and condition, Landlord may have necessary work performed to render the premises in good order and condition, and Tenant agrees to compensate Landlord for such service.

5. Alterations and Additions. The Tenant shall not make any alterations, additions or improvements, including major electrical wiring changes, to the premises hereby leased and demised without first obtaining from the Landlord its written consent, and all alterations, additions or improvements made by the Tenant during the course of its occupancy or the term of this lease shall inure to the benefit of and be the property of the Landlord upon the termination and end of this lease and shall be surrendered with the premises when the same are surrendered by the Tenant to the Landlord. With regard to any alterations, additions or improvements made without Landlord's consent

said premises during the said term, and the said Tenant shall moreover comply with all reasonable rules and regulations of the Landlord with respect to the management and use of said premises. As may be necessary from time to time, Landlord may provide written rules and regulations regarding parking.

7. Inspection. The Tenant agrees that the Landlord and its agents or other representative shall have the right to enter upon the premises hereby leased or demised, or any part thereof, at all reasonable hours for the purpose of examining the same.

8. Common Expenses & Facilities. Landlord shall at all times during the term of this lease maintain in good condition and repair the parking areas, driveways and footwalks in the Plaza. These and other common areas, facilities and improvements for the benefit of the Plaza shall at all times be subject to the exclusive control and management of Landlord, and Landlord shall have the right from time to time to change the area, level, location and arrangement of the common facilities, to restrict parking by tenants and their employees to employee parking areas, and to make all rules and regulations and do such other things from time to time as in Landlord's discretion may be necessary regarding said facilities.

9. Continuation of Business. In the event that Tenant should discontinue its business in the demised premises for more than sixty days, unless said discontinuance is pursuant to Tenant's bona fide program of remodeling or other improvement of the premises for continuing its business therein, then Landlord shall have the option to sub-let the premises as agent of Tenant upon reasonable terms and conditions, provided, however, that rent received from any sub-tenant shall be credited against the obligation of the Tenant under this lease agreement.

10. Glass Breakage. It is specifically understood and agreed that Tenant shall be responsible for all glass breakage except such breakage as may be covered under the fire and extended coverage insurance policy or policies carried by Landlord.

11. Indemnity. Tenant shall hold Landlord harmless from all damages arising out of any damage to any person or property occurring in, on, or about the demised premises, including loading and unloading and sidewalk areas, except that Tenant shall not be liable for damage resulting from Landlord's gross negligence or willful misconduct. A party's obligation under this paragraph shall be limited to the sum that exceeds the amount of insurance proceeds, if any, received by the other party.

12. Insurance. Tenant at its cost shall maintain public liability and property damage insurance with liability limits of not less than $500,000 per person and $1,000,000 per occurrence, and property damage limits of not less than $100,000 per occurrence, with an aggregate coverage of $200,000 insuring against all liability of Tenant and its authorized representatives arising out of and in connection with Tenant's use or occupancy of the premises.

All public liability insurance and property damage insurance shall insure performance by Tenant of the indemnity provisions of paragraph 11. Tenant agrees that, at least every two years, it will review the amount of its public liability and property damage insurance coverage and that it will make appropriate increases in the foregoing required coverage as appropriate to assure reasonable and adequate coverage limits. Tenant shall at all times maintain insurance coverage on its merchandise, inventory and all business personal property in the amount of at least Tenant Fire Thereafter

improvements, alterations, and fixtures in the demised premises. This shall be payable on a monthly basis as specified in Article 8.

13. Waiver of Subrogation. The parties release each other and their respective authorized representatives from any claims for damage to any person or to the premises and the building and other improvements in which the premises are located, and to the fixtures, personal property, Tenant's improvements, and alterations of either Landlord or Tenant in or on the premises and the building and other improvements in which the premises are located that are caused by or result from risks insured against under any insurance policies carried by the parties and in force at the time of any such damage.

Each party shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with any damage covered by any policy. Neither party shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by this lease.

14. Other Insurance Matters. All the insurance required of Tenant under this lease shall contain an endorsement requiring thirty days' written notice from the insurance company to both parties and Landlord's lender, if any, before cancellation or change in the coverage, scope or amount of any policy. All such insurance shall name Landlord as an additional insured. A certificate of the policy, together with evidence of payment of premiums, shall be deposited with the Landlord at the commencement of the term, and on renewal of the policy not less than five days before expiration of the term of the policy.

15. Destruction by Fire or Casualty. If, during the term, the premises or the building and other improvements in which the premises are located are totally or partially destroyed from any cause, rendering the premises totally or partially inaccessible or unusable, Landlord shall restore the premises or the building and other improvements in which the premises are located to substantially the same condition as they were in immediately before destruction, if the restoration can be made under the existing laws and can be completed within 180 working days after the date of the destruction; provided, however, Landlord shall not be obligated to restore Tenant's fixtures, personal property, or improvements or alterations made by Tenant. Such destruction shall not terminate this lease.

If the restoration cannot be made in the time stated above, then within fifteen days after the Landlord notifies Tenant that the restoration cannot be made in the said stated time, Tenant may terminate this lease immediately by giving written notice to Landlord. If Tenant fails to terminate this lease and if restoration is permitted under the existing laws, Landlord, at its election, may either terminate this lease or restore the premises or the building and other improvements in which the premises are located within a reasonable time and this lease shall continue in full force and effect. If the existing laws do not permit the restoration, either party may terminate this lease immediately by giving notice to the other party.

16. Utilities and Equipment. Tenant shall pay for its own fuel, water, electricity and utilities and all other services and maintenance for the interior of the demised premises. It is specifically agreed that the doors, all air conditioning, heating, plumbing, electrical and lighting equipment now or hereafter placed on the leased premises during

obliged to pay 10% of any costs to repair and maintain the HVAC equipment. For each subsequent year the Tenant leases space, the Tenant shall be responsible for an additional 10% of the cost. Should the Tenant lease for 10 years, the Tenant would be responsible for 100% of the repairs and replacement cost of the HVAC equipment.

18. Delivery and Receiving. Tenant agrees that the receiving and unloading of merchandise shall be conducted in the receiving areas at the rear of the leased premises and that receiving and unloading shall not be handled at the front of the building after 9:00 a.m. except in cases of emergency. Tenant agrees to keep said delivery area clean and free from trash and rubbish at all times.

19. Signs and Exterior Space. Tenant agrees that no signs or other advertising matter shall be painted or attached to the outside walls of the leased premises or otherwise placed on the outside of the leased premises without the written consent of the Landlord. It is specifically agreed that all outside signs and decorations of every kind and nature must first be approved by Landlord before being placed on the leased premises. Use of space outside of the store building, whether under the canopy or elsewhere, shall only be by and with the written consent of the Landlord. No signs shall be attached or posted to the front windows without prior written consent of Landlord. No vending machines shall be permitted outside the store building without prior written consent of Landlord.

20. Trade Fixtures. It is understood and agreed that Tenant may install such fixtures and appliances as may be necessary for the proper conduct of its business and at the expiration of this lease may remove any and all such removable fixtures with the exception of automatic doors, air conditioning, heating, plumbing, electrical and lighting equipment or fixtures, provided that Tenant shall repair any damage caused by such removal.

21. Repairs. During the term of this lease it shall be the duty of the Tenant to make all repairs to the interior of the leased premises, said duty to include responsibility for painting the leased premises. It shall be the duty of Landlord to make any necessary repairs to the outside walls, roof and structural portions of the leased premises except for any such repairs made necessary by the fault, act or negligence of Tenant or its servants, employees, agents, customers or invitees in which case Tenant shall be responsible for said repairs.

22. Quiet Enjoyment. The Landlord hereby agrees that the Tenant, upon paying the rent as hereinbefore stipulated and performing all of the stipulations, agreements, and covenants, shall and may peaceably and quietly have, hold and enjoy said premises during said term, free from the adverse claims of any person, firm or corporation, and the Landlord will pay all taxes and assessments that shall be lawfully levied upon the same except such taxes as those for which the Tenant shall be primarily liable.

23. Default. If Tenant shall continue in default in payment of any rental or other sum of money becoming due hereunder for a period of ten days after the due date therefor; or, if Tenant shall default in the performance of any other covenant of this Lease and does not remedy such default within thirty days after written notice thereof or does not within such thirty day period commence such act or acts as shall be necessary to remedy such default, and complete such act or acts promptly; or, if Tenant shall become insolvent or be adjudicated bankrupt, or file in any court a petition in

terminate this Lease and shall have the immediate right of re-entry to remove all persons and property from the demised premises and dispose of or store such property as it sees fit, all without resort to legal process and without being deemed guilty of trespass.

Landlord may relet the premise or a portion of the premises for any reasonable use, and Landlord shall be entitled to recover from Tenant an amount equal to the amount of all rents reserved under this Lease, less the net rent, if any, collected by the Landlord on reletting the demised premises. Net rent collected on reletting by the Landlord shall be computed by deducting from the gross rent collected all expenses incurred by the Landlord in connection with the reletting of the premises, including broker's commissions and the cost of repairing, renovating or remodeling said premises. In the event of termination upon Tenant's default, the monthly rent to be paid by the Tenant shall (for the purposes of this section) be deemed to be a sum equal to the average total rent for the immediate preceding six months.

24. Remedies Cumulative - Nonwaiver. No remedy herein or otherwise conferred upon or reserved to Landlord or Tenant shall be considered exclusive of any other remedy, but the same shall be distinct, separate and cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute; and every power and remedy given by this Lease to Landlord or Tenant may be exercised from time to time as often as occasion may arise, or as may be deemed expedient. No delay or omission of Landlord or Tenant to exercise any right or power arising from any default on the part of the other shall impair any such right or power, or shall be construed to be a waiver of any such default or an acquiescence thereto.

25. Eminent Domain. If the nature, location or extent of any proposed taking by eminent domain affecting the shopping center is such that the Landlord elects in good faith to demolish all or substantially all of the buildings in the shopping center, then the Landlord may terminate this lease by giving at least six (6) months written notice of termination to the Tenant at any time after such condemnation, and this lease shall terminate on the date specified in such notice. Tenant hereby expressly waives all rights to an award resulting from an eminent domain action affecting the shopping center, except the right to receive compensation or damages for its loss of business and its fixtures or personal property.

26. Subordination. Tenant agrees that this lease shall at all times be subject and subordinate to the lien of any mortgage (which term shall include all security instruments) that may be placed on the demised premises by the Landlord; and Tenant agrees, upon demand, without cost, to execute any instrument as may be required to effectuate such subordination, provided however, as a condition to this subordination provision, the Landlord shall obtain from any such mortgagee an agreement in writing, which shall be delivered to Tenant, providing in substance that, so long as Tenant shall faithfully discharge the obligations on his part to be kept and performed under the terms of this lease, his tenancy shall not be disturbed, nor shall this lease be affected by any default under such mortgage, and in the event of foreclosure or any enforcement of any such mortgage, the rights of Tenant hereunder shall expressly survive, and this lease shall in all respects continue in full force and effect, provided however, that Tenant fully performs all of its obligations hereunder.

27. Restricted Use. Tenant agrees not to lease, rent, occupy, or suffer or permit

area leased by Tenant in the shopping center, or 500 square feet (including, in either case, one-half of the aisle space adjacent to any display area), whichever is smaller.

28. Confidentiality. Tenant will not divulge, or allow its employees or representatives to divulge, any of the terms or conditions of this lease agreement.

29. Assignment or Sublease. Except as expressly set forth herein, the Tenant shall not assign this agreement nor relet the premises or any part thereof.

Tenant shall not occupy or use or permit or suffer to be occupied or used the premises hereby leased or demised for any business or purpose deemed disreputable in any manner, or extra-hazardous on account of fire. Any levy or sale by way of lawful execution or other legal process or any transfer or sale in bankruptcy or insolvency or under compulsory procedure of law shall be deemed an assignment within the meaning and terms of this lease.

30. Notices. Whenever notice shall be given by either party to the other, notice shall be in writing addressed to the address of the party being notified at the address set forth in this agreement or to such other address as a party may from time to time designate by notice to the other party. Notice may be given by hand delivery, express service, electronic means, or by postage paid certified or registered mail with return receipt requested. Notice given by hand delivery, express service or electronic means shall be deemed to have been given upon receipt by the party being notified. Notice given by certified or registered mail shall be deemed to have been given at the time of receipt or rejection or three (3) days after such notice is first unclaimed.

Lessor: _____
_____
_____

Lessee: _____
_____
_____

31. Estoppel Certificate. Within ten days after request therefor by Landlord or any mortgagee or trustee under a mortgage or deed of trust covering the demised premises, or if, upon any sale, assignment or other transfer of the demised premises by Landlord, an estoppel certificate shall be required from Tenant, Tenant shall deliver in recordable form a statement to any proposed mortgagee or other transferee, or to Landlord, certifying any facts that are then true with respect to this Lease Agreement, including without limitation (if such be the case) that this Lease Agreement is in full force and effect, that Tenant is in possession, that Tenant has commenced the payment of rent, and that there are no defenses or offsets to the Lease Agreement claimed by Tenant.

32. Waiver. The waiver by Landlord of any covenant or agreement set forth in this Lease shall not be deemed to be a waiver of any subsequent breach or any other covenant or agreement of this Lease. Acceptance of rent by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant (except Tenant's failure to pay the particular rent so accepted), regardless of Landlord's knowledge of such a preceding breach at the time the rent is accepted.

reference only and shall not be considered a part of this lease or in any way modify, amend or affect the provisions thereof.

36. Complete Agreement and Effect. This written lease contains the complete agreement of the parties with reference to the leasing of the demised premises. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender hereof shall be valid unless in writing and signed and agreed to by both parties. It is understood and agreed that the stipulations, agreements and covenants herein contained are binding upon the parties hereto and their respective heirs, successors and permitted assigns.

37. Applicable Law. This lease is executed pursuant to the law of North Carolina, and all interpretations shall be under and pursuant to the laws of North Carolina.

IN TESTIMONY WHEREOF, each of the said parties has caused these presents to be duly signed and executed the day and year set forth herein, this contract being executed in duplicate originals, one of which is retained by each of the parties.

ROWAN COUNTY, Landlord

By: _____

, Tenant

_____ (Seal)

Notary page to follow.

NORTH CAROLINA

ROWAN COUNTY

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE is made as of the ___ day of _____, 2021, by and between ROWAN COUNTY, a North Carolina body politic ("Landlord"), and Rowan County History Museum ("Tenant").

WHEREAS, Landlord and Tenant have previously entered into that certain Lease Agreement dated the 1st day of May, 2016 ("Lease") for an approximately 5320 square feet space known as Unit C-8 and located at 1935 Jake Alexander Boulevard, Salisbury, Rowan County, 28147, with a Primary Term of five (5) years expiring June 30, 2021 and upon the terms and conditions contained therein; and

WHEREAS, Landlord and Tenant now desire to extend the Lease Term upon terms and conditions as amended herein.

NOW, THEREFORE, for and in consideration of the terms, conditions, covenants and promises made herein, the sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. Section 1 is hereby amended to extend the Term and the new Term shall be effective July 1, 2021 for a term of five (5) years through June 30, 2026.
2. New Section 1.A to be added: "Understanding that Landlord is developing long term plans for the future use of West End Plaza, Tenant and Landlord each shall have the unilateral right to terminate this Lease upon ninety (90) days written notice to the other party."
3. Both Landlord and Tenant warrant that each has reviewed and approved this First Amendment and such has been approved by their respective groups according to required procedures, notices, meetings, bylaws, operating agreements, or operation of law as may apply.
4. Except as expressly modified and amended by this First Amendment, the Lease remains in full force and effect according to its terms.

{Signature Page Follows}

IN WITNESS WHEREOF, Landlord and Tenant have duly executed and delivered this First Amendment to the Lease on the date set forth above.

LANDLORD: ROWAN COUNTY, a Body Politic

BY:

_____

Its: Manager/Chairman

TENANT: ROWAN COUNTY HISTORY MUSEUM

BY:

_____

Its: _____

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Commissioner Craig Pierce
DATE: July 26, 2021
SUBJECT: River Park Request for Funding for Gatehouse

ATTACHMENTS:

Description	Upload Date	Type
River Park Gatehouse Request and Construction Proposal	7/27/2021	Cover Memo

Request for Funding

RiverPark at Cooleemee Falls, Inc.

Rowan Gate House

Rowan County Board of Commissioners

August 2, 2021

RiverPark at Cooleemee Falls, “The Bullhole” enjoys a high level of visibility within the region. To elevate the park going experience, we made the decision to hire full time staff and charge an entrance fee to help cover that expense. We are moving ourselves incrementally forward to further develop the park, making this a big step toward maintaining the family-friendly experience for park visitors.

Currently the gate is managed with a popup canopy tent, a table and camping chairs. The gatehouse will provide a professional appearance for the approach to the park as well as improved cash management and reduced risk for park staff.

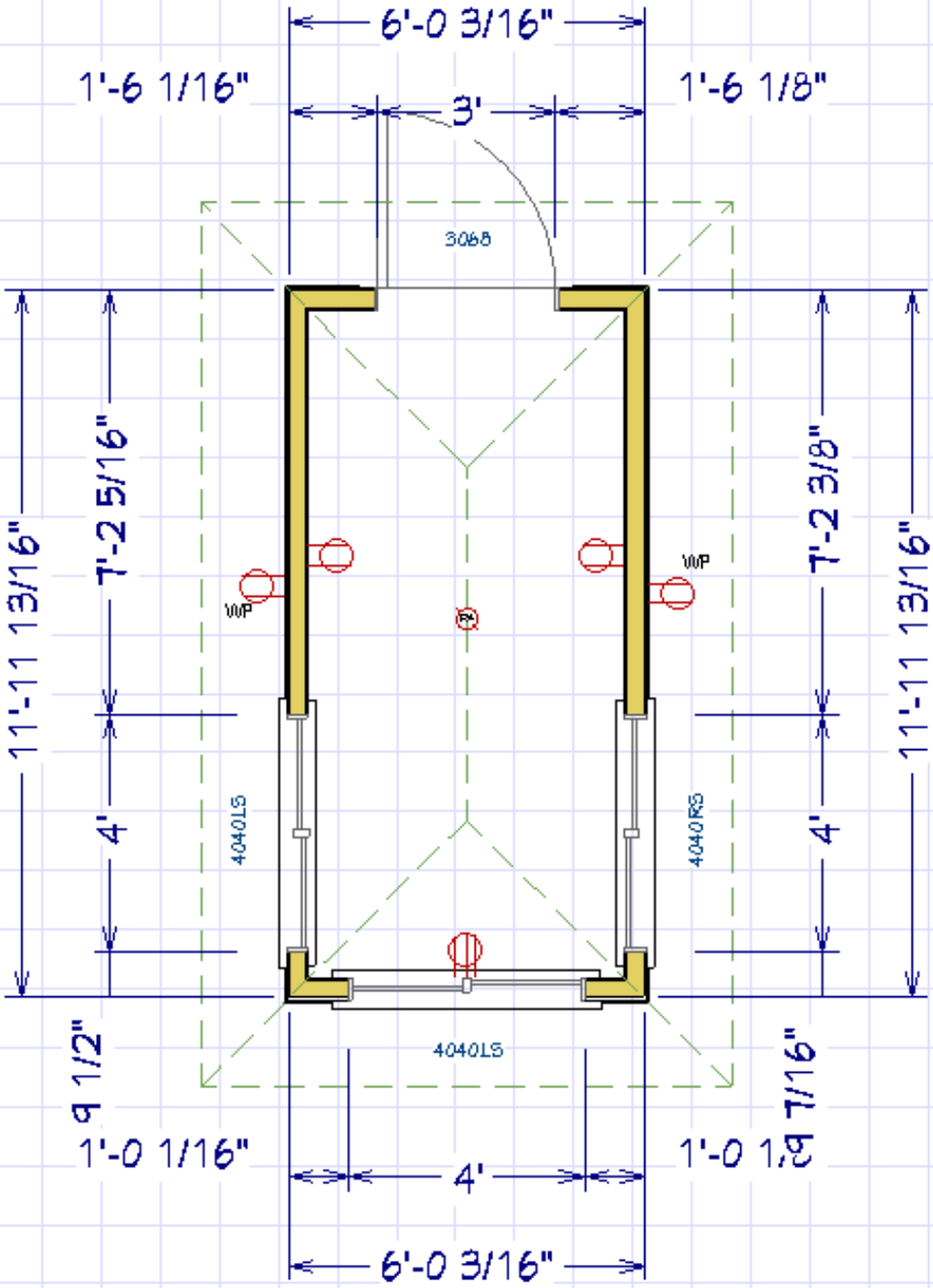
We are fortunate to have Grubb Construction Company offer to donate the labor and materials for the gatehouse. The additional funding from this request will make the project possible.





Construction Costs

Construction of Gatehouse to be donated by Grubb Construction Company	$ -
Construction Permit and Inspection	$ -
Zoning Permit	$ -
Concrete Pad Expansion - Shelton Concrete	$ 3,500
Updating / expanding security system for gate and beach coveage - Ellis Security	$ 6,911
Cable burial to beach and to gate	$ 2,461
Electrical and optic fiber installations	$ 1,500
HVAC packaged terminal	$ 1,095
Miscellaneous labor, landscaping, etc.	$ 500
Total Estimated Cost	$ 15,967



RIVERPARK AT COOLEEMEE FALLS, INC.

GATE HOUSE

72 SQ FT

Ellis Security Systems

869 NC Hwy 801 N
Advance, NC 27006

Estimate

DATE	ESTIMATE NO.
6/15/2021	3314

NAME / ADDRESS
Davie County Public Utilities Attention: Johnny Lambert 216 Chaffin Street Mocksville, NC 27028

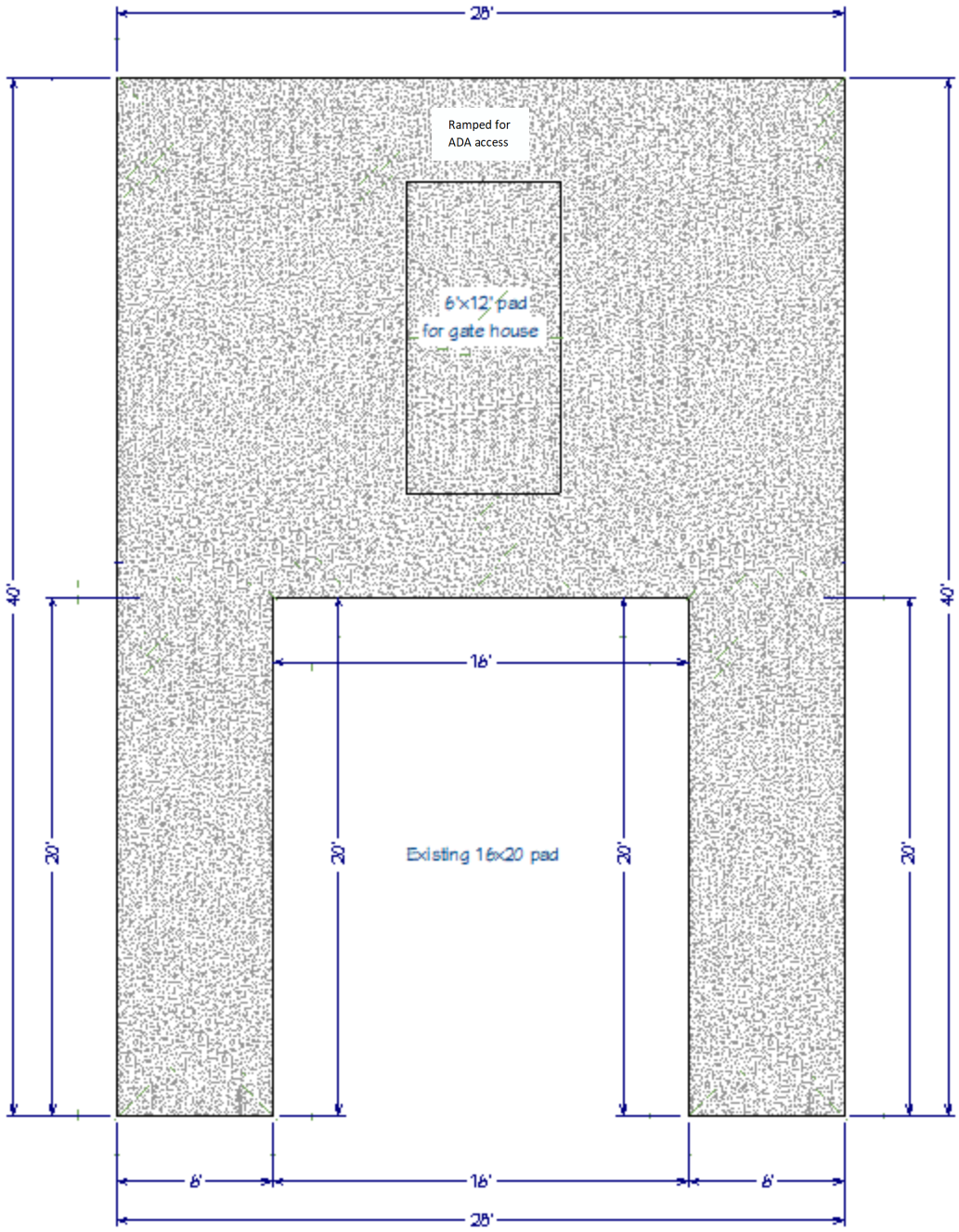
DUE DATE	Customer Phone	Alternate
6/15/2021	(336)753-6091	

DESCRIPTION	QTY	COST	TOTAL
HD Digital Surveillance Camera System for Cooleemee Bullhole - Park Side (645 Erwin Temple Ch Rd, Woodleaf NC)			
8 Channel Digital Video Recorder	1	975.00	975.00T
3TB Surveillance Hard Drive	1	185.00	185.00T
8MP Outdoor Color IP Camera with Matrix IR Night Vision	3	375.00	1,125.00T
Misc. Parts / Hardware	1	85.00	85.00T
Pole Mount Adapter	3	71.50	214.50T
90 Degree Wall Mounts	3	45.50	136.50T
Cat5 Network Cable	1	156.00	156.00T
Cat5 Direct Burial Wire	2	208.00	416.00T
4" 15' Metal Pole with Cap (Includes burial and concrete)	1	845.00	845.00T
License Plate Recognition Camera (capture information from tag of moving vehicle)	1	1,163.50	1,163.50T
Labor / Installation		1,172.50	1,172.50T
Note: Wire Burial Service add $2300 plus tax (bore and direct burial down to beach, and bore and direct burial out to front gate)			
Sales Tax		6.75%	437.00

Thank you!

TOTAL $6,911.00

Notes/Terms: Additional labor and installation will be a mininum of $35/hr for all time involved. Credit will be given for any equipment not used, and any extra equipment will be an additional charge. Access provided to facilities and equipment constitutes acceptance of the estimate and terms thereof.



RIVERPARK AT COOLEEMEE FALLS, INC.
ENTRANCE GATE CONCRETE PAD
800 SQ FT

645 Erwin Temple Church Road
NCSR 1984

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:	Kelly Natoli, Assistant County Manager/HR Director
DATE:	07-19-21
SUBJECT:	Contract Between the Health Department and Carolinas Womens Health Services

---

Attached please find a contract between the Health Department and Carolinas Womens Health Services to provide prenatal care services.

Please approve the attached contract.

ATTACHMENTS:

Description	Upload Date	Type
Contract	7/19/2021	Backup Material

Contract # 22050
Vendor # 1715

ROWAN COUNTY
NORTH CAROLINA
Be an original.

ROWAN COUNTY CONTRACT MEMORANDUM

TO: Aaron Church, Rowan County Manager
FROM: Alyssa Harris
DEPT: Health Department
DATE: July 13, 2021
SUBJECT: Novant Medical Group, Inc d/b/a Carolina Women's Health Associates – Contract

---

PURPOSE OF CONTRACT:
The Rowan County Health Department is contracting with Carolina Women's Health Associates to provide prenatal care for indigent women, provide support and serve as a resource for the Family Planning Program.

CONTRACT CERTIFICATION

By submitting this memorandum, I agree that I have:
1. Read and understand the terms of the contract.
2. To the best of my knowledge the terms, amount and activities surrounding this contract are compliant with North Carolina General Statutes, the Rowan County Purchasing Policy and any applicable regulations.
3. I have secured and attached in MUNIS the Certificate of Insurance.

Alyssa Harris
Signature of ~~Interim~~ Director

07/13/2021
DATE

ROWAN COUNTY
PUBLIC HEALTH
Prevent. Promote. Protect.
Be an original.

CONTRACT AGREEMENT
BETWEEN
ROWAN COUNTY HEALTH DEPARTMENT
AND
NOVANT MEDICAL GROUP, Inc., (NMG) d/b/a/
CAROLINA WOMEN'S HEALTH ASSOCIATES

This agreement recognizes that the provisions of prenatal care for indigent women in Rowan County shall be a cooperative effort between the Rowan County Health Department and Novant Health Medical Group, Inc. d/b/a Carolina Women's Health Associates. Also, that Carolina Women's Health Associates will provide support and serve as a resource for the Family Planning Program. This specific agreement is between the Rowan County Health Department, hereinafter referred to as the Health Department, and Novant Medical Group, Inc. (NMG), d/b/a/ Carolina Women's Health Associates, hereinafter referred to as CWH.

I. **The Health Department agrees to:**

A. Assume the responsibility for the management of the prenatal clinic, which will be held at the Rowan County Health Department 1811 E. Innes Street, Salisbury, NC and coordinate the daily operation of the prenatal program.
B. Negotiate with prenatal care provider to establish mutually agreeable clinic time schedules.
C. Provide adequate personnel, equipment and supplies needed to operate the clinic.
D. Provide pregnancy care management services. Encourage client attendance at prenatal education, Lamaze, parenting classes, WIC and other related services to improve pregnancy outcome.
E. Provide prenatal care for all indigent clients who reside in Rowan County and present themselves at the Rowan County Health Department prenatal clinic. Clients with Medicaid or other insurance covering prenatal, intrapartum and postpartum care may be accepted regardless of residency.
F. Develop and maintain a current prenatal record for each prenatal client for use by the hospital of delivery. The Health Department will provide Novant Health Rowan Medical Center with updates of client records after each clinic.
G. Screen prenatal clients presenting with problems between clinics and refer to RCHD nurse practitioner, physician on call or the emergency room as indicated.
H. Provide family planning services and breast/cervical screening per Family Planning NC DHHS and Title X guidelines and Adult Health program policies.
I. Reimburse CWH at the rate of $223 per hour for time spent in the prenatal clinic, not to exceed 40 hours per 4-week period. This hourly rate will be paid to each provider for his or her time in clinic or remote Patagonia chart review/sign off. The prenatal care providers will maintain a timesheet to be submitted to the health department prenatal nurse coordinator or to designated CWH staff member to fax to Health Department nursing supervisor at the end of each

month. The Health Department shall pay CWH within thirty (30) days of receipt of the time sheets.

J. The Health Department will not be financially responsible for any client visits outside the established prenatal clinic hours or for labor and delivery costs. The provider may bill Medicaid, insurance or the client for these costs.

K. Make client's payor source information available to prenatal care providers, with the client's consent.

L. Maintain adequate liability insurance to cover the actions of its employees.

II. CWH agrees to:

A. Provide prenatal care utilizing physicians and certified nurse midwife for clients served at the Rowan County Health Department prenatal clinic. The clinic will be held at the Health Department at 1811 E. Innes Street, Salisbury, NC.

B. Provide or order ultrasounds as the physician requires. Provide interpretation of NST's and other screening/testing during established prenatal clinic hours.

C. Provide consultation and advice to nursing personnel working in the prenatal clinic.

D. Abide by ACOG/AAP guidelines.

E. Bill client and/or third-party insurance for services provided outside the established prenatal clinic hours.

F. Maintain records and reports in accordance with good medical practice as directed and approved by the hospital where the physician is privileged.

G. Designate a physician to serve as medical advisor for the prenatal program and sign prenatal clinic standing orders as needed.

H. Designate a physician to serve as medical advisor for family planning/gynecologic services and sign standing orders as needed.

I. Provide services in accordance with the Federal Health Insurance Portability and Accountability Act of 1996, and the current Privacy and Security regulations promulgated under the same (collectively). The Business Associate may have access to protected health information (PHI) in fulfilling the responsibilities defined in this contract.

J. Ensure compliance with Title VI of the Civil Rights Act of 1964, and other applicable federal and state laws, contractors with Rowan County Health Department shall not discriminate against national origin as it affects persons with limited English proficiency.

K. Accept the rate of $223 per hour for time spent in the prenatal clinic and/or remote chart review, not to exceed 40 hours per 4-week period. This hourly rate will be paid to each provider for his or her time. The prenatal care providers will maintain a timesheet to be submitted to the health department prenatal nurse coordinator or to designated CWH staff member to fax to Health Department nursing supervisor at the end of each month.

L. Provide the contracted physicians' and nurse midwife's NPI and taxonomy codes for use by the Health Department in the provision of treatment, payment/billing transactions and health care operations; referrals to other health care providers; and medical record and financial auditing functions.

III. Independent Contractor:

Carolina Women's Health Associates shall be considered independent contractors and shall not be considered employees of the Health Department.

IV. Insurance.

For the term of this Agreement, the Provider shall maintain, at its sole expense, Commercial General Liability/Professional Liability insurance in the amount of $1,000,000 per occurrence/$3,000,000 aggregate and Worker Compensation insurance, if required by law and in the amount required by law. All insurance policies shall be issued by a company authorized to issue insurance in the State of North Carolina. Before beginning to perform under this Agreement, the Provider shall provide the County with a certificate of insurance showing that all insurance required by this Agreement is in effect, and the Provider shall keep that certificate current by submitting to the County updated certificates as the Provider's insurance policies are renewed or otherwise modified. The County shall be named as an additional insured. The Provider shall notify the County immediately if any insurance required by this Agreement will be or has been cancelled or not renewed or if the amount of coverage of any such insurance will be or has been reduced.

V. Indemnification:

Rowan County Health Department agrees to protect, defend, indemnify, and hold Carolina Women's Health Associates and its officers, employees, and agents free and harmless from and against any and all losses, penalties, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly as a result of harmful acts performed by the Health Department and/or its employees.

Carolina Women's Health Associates agrees to protect, defend, indemnify, and hold Rowan County Health Department and its officers, employees, and agents free and harmless from and against any and all losses, penalties, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly as a result of harmful acts performed by the practice and/or its employees.

VI. Effective Dates:

This agreement shall be effective July 1, 2021 through June 30, 2022 and will be reviewed for renewal 90 days prior to the expiration of this agreement. This agreement shall be terminated immediately for an individual practitioner who does not maintain the insurance specified in Section III of this agreement. One or all of the parties may terminate this contract at any time by giving 90 days written notice of intention to the other party. This contract may be immediately terminated upon consent of all parties.

VII. Compliance with Statutes and Regulations:

All Parties to this agreement will operate in accordance with currently approved methods and standards of practice in the North Carolina Medical Practice Act., suggested Guidelines for Medical Practice, the Code of Ethics of the American Medical Association, guidelines of Department of Health and Human Resources, and the Health Department. The duties, responsibilities and the service shall be subject to all conditions of the Health Department, which are filed in the office of the Rowan County Health Department.

VIII. Change in Agreement:

This agreement sets forth the entire understanding of the parties and supersedes any and all prior agreements, and understandings relating to the subject matter hereof. The agreement may not be changed or terminated except as provided herein, and no waiver of compliance with any provision or condition thereof with consent provided for herein shall be effective unless evidenced by an instrument in writing duly exercised by the parties hereto. This agreement may be amended by written consent of both parties, and all amendments shall be attached to this agreement and made a part thereof

IX. Binding Agreement:

This agreement shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives and assigns, but this agreement may not be assigned by either party without the prior written consent of the other party.

X. Non-appropriation Clause:

Contractor acknowledges that Rowan County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Rowan County's obligations under this contract, then this contract shall automatically expire without penalty to Rowan County thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Rowan County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in Rowan County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Rowan County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Rowan County upon written notice to Contractor of such limitation or change in Rowan County's legal authority.

XI. Signatures:

IN WITNESS THEREOF, NMG and the Health Department have duly executed this agreement to be effective July 1, 2021.

By: Alyssa Harris
Title: Alyssa Harris, Health Director
Rowan County Health Department

Date: 06/22/2021

By: DocuSigned by: Patricia Campbell
EE7381A3538B475...
Title: Pat Campbell, Vice President
Novant Medical Group, Inc.

Date: 06/17/2021 | 3:11:17 EDT

This instrument has been pre-audited in the manner required by the local Governmental Budget and Fiscal Control act.

By: _____ Date_____

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/21/2021

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

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

PRODUCER	CONTACT NAME: Julia Hyett
Novant Health, Inc. 2085 Frontis Plaza Boulevard Winston-Salem, NC 27103	PHONE (A/C, No, Ext): (336) 277-1197 FAX (A/C, No): E-MAIL ADDRESS: jahyett@novanthealth.org

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Novant Health Insurance Protected Cell, LLC	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Novant Health, Inc. Attn: Julia Hyett 2085 Frontis Plaza Boulevard Winston-Salem, NC 27103

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	N	1-10015-00-2020	1/1/2021	1/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000 000 $ $ $ $ 3,000,000 $ $
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] [ ] OTH-ER	
A	Professional Liability Claims-Made	Y	N	1-10015-00-2021	1/1/2021	1/1/2022	$1,000,000 per Occurrence $3,000,000 Aggregate	

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

Coverage under the policy above is limited to professional services provided within the scope of duties associated with the provider's employment at Novant Health. Evidence of General Liability Insurance for Novant Health, Inc., 2085 Frontis Plaza Boulevard, Winston-Salem, NC 27103. Rowan County Health Department is an Additional Insured under the General Liability policy per provisions of the BCCCP (Breast & Cervical Cancer Control Program) and Prenatal Clinic.

CERTIFICATE HOLDER

Rowan County Health Department
1811 E. Innes Street
Salisbury, NC 28146

CANCELLATION

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

AUTHORIZED REPRESENTATIVE Julia Hyett, MBA, BSN, RN, CPHRM

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ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:	Kelly Natoli, Assistant County Manager/HR Director
DATE:	07-20-21
SUBJECT:	Contract Between DSS and Florence Crittenton Services

---

Attached please find a contract between Florence Crittenton Services, Inc. and DSS to provide therapeutic foster care services.

Please approve the attached contract.

ATTACHMENTS:

Description	Upload Date	Type
Contract	7/20/2021	Cover Memo

ROWAN COUNTY
NORTH CAROLINA
Be an original.

ROWAN COUNTY CONTRACT MEMORANDUM

TO: Aaron Church, Rowan County Manager
FROM: Micah Ennis, Director
DEPT: Social Services
DATE: 7/14/21
SUBJECT: Florence Crittenton Services, Inc. Contract 22057

PURPOSE OF CONTRACT:
The vendor provides therapeutic foster care services to children that are in the custody of RCDSS.

CONTRACT CERTIFICATION

By submitting this memorandum, I agree that I have:
1. Read and understand the terms of the contract.
2. To the best of my knowledge the terms, amount and activities surrounding this contract are compliant with North Carolina General Statutes, the Rowan County Purchasing Policy and any applicable regulations.
3. I have secured and attached in MUNIS the Certificate of Insurance.

[signature] 5/28/2021

Signature of Director **DATE**

Contract # Fiscal Year Begins 7/1/2021 Ends 6/30/2022

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and Florence Crittenton Services, Inc (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is 56-0577626 and DUNS Number (required if funding from a federal funding source). 08-915-4892

1. **Contract Documents:** This Contract consists of the following documents:
   (1) This contract
   (2) The General Terms and Conditions (Attachment A)
   (3) The Scope of Work, description of services, and rate (Attachment B)
   (4) Combined Federal Certifications (Attachment C)
   (5) Conflict of Interest Policy (Attachment D)
   (6) No Overdue Taxes (Attachment E)
   (7) *If applicable,* HIPAA Business Associate Addendum (checklist and forms) (Attachment I)
   (8) Certification of Transportation (Attachment J)
   (9) *If applicable,* IRS federal tax exempt letter or 501(c)3 (Attachment K) http://www.irs.gov/pub/irs-fill/k1023.pdf
   (10)Certain Reporting and Auditing Requirements (Attachment L)
   (11)State Certification (Attachment M)
   (12)Attachment N - Non-Discrimination, Clean Air, Clean Water
   (16) Contract Determination Questionnaire (required)

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

2. **Precedence among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

3. **Effective Period:** This contract shall be effective on7/1/2021 and shall terminate on 6/30/2022,
   This contract must be twelve months or less.

4. **Contractor's Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

5. **County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed $ 240,000.00.
   This amount consists of $ in Federal funds (CFDA #), $ in State Funds, $ in County funds

   ☒ a. There are no matching requirements from the Contractor.

   ☐ b. The Contractor's matching requirement is $, which shall consist of:
   ☐ In-kind ☐ Cash
   ☐ Cash and In-kind ☐ Cash and/or In-kind

   The contributions from the Contractor shall be sourced from non-federal funds.
   The total contract amount including any Contractor match shall not exceed $240,000.00.

6. **Reversion of Funds**:
   Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

7. **Reporting Requirements:**
Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

8. **Payment Provisions:**

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

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

For the County:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Micah M. Ennis, Director	Name & Title	Micah M. Ennis, Director
County	Rowan	County	Rowan
Mailing Address	1813 East Innes Street	Street Address	1813 East Innes Street
City, State, Zip	Salisbury NC 28146	City, State, Zip	Salisbury NC 28146
Telephone	704.216.8422		
Fax	704.638.3041		
Email	Micah.Ennis@rowancountync.gov		

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Diane Thompson/CEO	Name & Title	Diane Thompson/CEO
Company Name	Florence Crittenton Services, Inc	Company Name	Florence Crittenton Services, Inc
Mailing Address	P.O Box 36392	Street Address	3350 Holabird Lane
City State Zip	Charlotte, NC 28236	City State Zip	Charlotte, NC 28208
Telephone	704-372-4663		
Fax	704-332-8525		
Email	dthompson@fcsnc.org		

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

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

(a) Implement adequate internal controls over disbursements;
(b) Pre-audit all vouchers presented for payment to determine:
- Validity and accuracy of payment
- Payment due date
- Adequacy of documentation supporting payment
- Legality of disbursement

(c) Assure adequate control of signature stamps/plates;
(d) Assure adequate control of negotiable instruments; and
(e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

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

13. **Federal Certifications:**
Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

14. **Specific Language Not Previously Addressed:**
(can be delted if not needed)

15. **Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

Signature — Date: 4/19/21

DIANE THOMPSON — Printed Name

CEO — Title

COUNTY

Signature *(must be legally authorized to sign contracts for County DSS)* — Date: 5/28/2021

Micah Ennis — Printed Name

DIRECTOR — Title

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

Signature of County Finance Officer — Date

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

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

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

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

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

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County, the State of North Carolina, and any of their officers, agents and employees, and Federal Government from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this contract to the extent permitted by law.

Default and Termination

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

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

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

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

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

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

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

Intellectual Property Rights

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

Compliance with Applicable Laws

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

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

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

Confidentiality

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

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

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

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

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

Oversight

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

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

Miscellaneous

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

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

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

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

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.

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

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

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

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

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

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

ATTACHMENT B – Scope of Work **Federal Tax Id. or SSN 56-0577626**
Contract #

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Florence Crittenton Services, Inc
2. *If different* from Contract Administrator Information in General Contract:

Address

Telephone Number: Fax Number: Email:

3. Name of Program (s):
4. Status: ☐ Public ☐ Private, Not for Profit ☐ Private, For Profit
5. Contractor's Financial Reporting Year July through June

B. Explanation of Services to be provided and to whom (include SIS Service Code):

See MUTUAL AGREEMENT SECTION

C. Rate per unit of Service (define the unit): Residential Foster Care, Therapeutic services

1. If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)

Standard Board Rates	Monthly Rates		
	Age 0-5	Age 6-12	Age 13+
Foster Care Therapeutic Foster Care Residential Treatment (Level 2)	$475	$581	$634
Child Placing Agency	$1,433	$1,564	$1,638
Residential Child Caring Institution	$4,279	$4,437	$4,516
Standard Board and Treatment Rates	Daily Rates		
	Board	Treatment*	
Residential Treatment Level 3, 0-4 beds	$43	$232.88	
Residential Treatment Level 3, 5+ beds	$33	$189.75	
Residential Treatment Level 4, 0-4 beds	$43	$315.71	
Residential Treatment Level 4, 5+ beds	$40	$315.71	
*Treatment Rates set by DMA and are subject to change.			

2. Negotiated County Rate.
Additional county funds per individual client agreements.

D. Number of units to be provided: The number of applications submitted by the Rowan County DSS and accepted by the Contractor during each fiscal year shall equal the number of units provided.

E. Details of Billing process and Time Frames; Invoices are due to Rowan County DSS no later than the 3rd working day of the month and payment is issued no later than the 25th day of each month.

F. Area to be served/Delivery site(s): Rowan County clients at Contractor facilities

G. CHILD CARING INSTITUTIONS (CCIs) and the IV-E Federal Audit
CCI Contractor agrees to ensure that all employees have criminal record checks on file. CCI Contractor agrees to be responsible for any financial penalties applied to the County as a result of the CCI Contractor's failure to comply with federal or state licensure rules.

H. MUTUAL AGREEMENT

I. Both Parties Agree to:

1. Meet at least annually to review the outcome data and quality standards information, and as needed to address special projects or issues throughout the year.
2. Return all phone calls received within twenty-four (24) hours or by the end of the next business day.
3. Share all information needed to ensure a good match/appropriate placement.
4. Clearly communicate any concerns about the partnership with a problem-solving approach that prioritizes the best interest of the child and family being served.

II. Private Partner

Private Partner agrees to provide foster care services for children in the custody of County, and shall do the following:

Share Performance Data:

1. Provide data to the County annually or as needed for special projects or to address specific concerns.
2. Complete ***Quality Standards Tool*** and provide to the County annually. (see attached)
3. Complete ***Outcome Data Dashboard*** regarding Safety, Permanency, and Child Well-Being and provide aggregate data on an annual basis. (see attached)
4. Ensure records are accessible for review for monitoring services rendered and for financial audits.
5. Ensure records are accessible for research and evaluation. Upon request of County, Private Partner shall provide data about individual children for research and study.

Provide Services:

1. Provide foster care services, guided by an individualized permanency and/or treatment plan to be developed with the child's social worker within 30 days of admission.

2. Provide for each child's safety, shelter, emotional, nutritional, and basic everyday needs. Within reason and to be negotiated as needed, provide for personal hygiene items, school supplies, school field trips, extracurricular activities, photos, and yearbooks.
3. Within reason and to be negotiated as needed, maintain the child's clothing inventory, providing adequate and appropriate attire to meet the child's growth, wear/tear, seasonal, and educational needs. A clothing inventory at admission and a clothing inventory at discharge (adequate for transition to the next placement) shall be completed.
4. Participate in County-supervised visits between child and family.
5. Train and support foster parents in shared parenting with biological parents.
6. Provide transportation within 100 miles round trip to and from parental visits, school, and medical, dental, and therapy appointments if required.
7. Coordinate non-emergency, temporary respite care placements that have been approved by a child's County-assigned social worker.
8. For placements involving mental health treatment (Levels 2-4, PRTF), provide case management including development and maintenance of Person-Centered Plan and oversee requests for authorizations and reauthorizations.
9. Adhere to the County's policy/procedures regarding discipline of children in foster care.
10. Adhere to the County's procedures for applying for day care (if applicable).

Communication and Planning:

1. Notify County immediately when a child receives emergency care, is hospitalized, is placed in detention, or is absent/missing (e.g., on the run). Private Partner will also notify local authorities immediately upon discovering a child is missing.
2. When a child is transported to the hospital for an emergency psychiatric hospital assessment, accompany/supervise the child in the emergency room for up to 4 hours to allow County adequate travel and coordination time to respond to the event.
3. Communicate with the County monthly regarding each child's needs and progress in the program, unless more frequent communications are needed based on the specific circumstances.
4. Notify County of Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
5. With County, coordinate planning for any move of the child.
6. Work closely with County to develop a written transition plan within 7 business days prior to discharge from program.
7. Attend Permanency Planning Review meetings for each child. If attendance is not feasible, Private Partner will submit a written report prior to said meeting.
8. Attend court hearings and provide information to the court as needed. If attendance is not feasible, review report prior to court. Private Partner should provide a written summary to the court regarding each child's progress.
9. Provide County a minimum 30 day grace period prior to discharge of any child so that an appropriate subsequent placement can be secured. Shorter periods may be agreed upon if the Parties deem it necessary.

10. If Private Partner is the clinical home for the child: if after consultation with the County it is determined that continuation of the placement is not beneficial, provide 30 days notice to the County to arrange another more appropriate placement. Private Partner will continue meeting the child's clinical needs until another provider can assume clinical home responsibility for the child.
11. Discuss potential medication changes with the child's social worker, and provide written notification of medication changes or current medication list within 24 hours of changes, and upon discharge.
12. Provide a discharge summary within thirty (30) days of discharge, including history, course of treatment, progress in care, medications, and plan for the child.

III. County

The County shall retain custody of each child while the child is placed with the Private Partner, and shall do the following:

Share Information:

1. Provide the following for each child upon admission:
    a. Verification of current physical exam within the last 12 months and assist with scheduling of exam within 72 hours of placement.
    b. Social Security card (copy of).
    c. Medicaid card.
    d. Documentation of custody.
    e. Case history, including information regarding special court sanctions, treatment plans, and medical records.
    f. Out-of-home family services agreement.
    g. Psychological evaluation (if applicable).
    h. Immunization record.
    i. Visitation agreement (if applicable).
    j. Child Health Status Component (DSS-5125-II).
    k. Education Component (DSS-5245).
    l. Birth certificate (copy of).
    m. School enrollment letter (if applicable).
    n. A document outlining the financial criteria for each child. A signed copy of the document must be returned to the County in order for Private Partner to receive financial payment for the child. In the event of an emergency placement, the document will be provided to the Private Partner within seven (7) working days.
    o. Any other forms or information required by the Private Partner.

Provide Services:

1. Conduct regular, face-to-face visits with Private Partner on at least a monthly basis to review each child's progress toward meeting the goals of the out-of-home services agreement and treatment plan.
2. Conduct in-person visits with each child at least once a month in the placement provider's home.
3. Monitor and assure implementation of all aspects of a child's treatment plan, including court-ordered visitation by parent/guardian.
4. Enroll/withdraw the child in school.
5. Collaborate with Private Partner to support shared parenting between foster parents and children's biological parents.

Communication and Planning:

1. Coordinate required medical exams for each child and advise Private Partner of results.
2. If not provided at placement (due to emergency circumstances), share the out-of-home family services agreement for each child within 7 business days of when it is developed.
3. Share updated out-of-home family services agreement every six months or when the child or family's circumstances or needs change.
4. Maintain close communication with the Private Partner regarding treatment issues, changes in each child's family situation, child/family needs, and discharge planning for each child.
5. Attend Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
6. Provide a ten (10) day notice for all Permanency Planning Meetings and court dates, and notify Private Partner when the Permanency Plan changes.
7. Notify the child's parent/guardian and Guardian ad Litem when child will be moved or has been moved.
8. Plan for discharge in concert with the Private Partner's treatment team, providing a 7 business day advance notice prior to discharge.
9. Be available or have the supervisor or after hours staff respond to emergencies.

(Signature of County Authorized Person)	**(Signature of Contractor)**
5/28/2021	4/19/21
(Date Submitted)	**(Date Submitted)**

FEDERAL CERTIFICATIONS

The undersigned states that:

1. He or she is the duly authorized representative of the Contractor named below;

2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:

   a. The Certification Regarding Nondiscrimination;
   b. The Certification Regarding Drug-Free Workplace Requirements;
   c. The Certification Regarding Environmental Tobacco Smoke;
   d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
   e. The Certification Regarding Lobbying;

3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;

4. [Check the applicable statement]

   [ ] He or she **has completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has made, or has an agreement to make**, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;

   OR

   [ ] He or she **has not completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has not made**, and **has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.

5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Marie Thorpe — CEO

Signature — **Title**

FLORENCE CRITTENTON — 4/19/21

Contractor Name — **Date**

[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]

I. Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

II. Certification Regarding Drug-Free Workplace Requirements

1. The Contractor certifies that it will provide a drug-free workplace by:

   a. Publishing a statement notifying 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 violation of such prohibition;

   b. Establishing a drug-free awareness program to inform employees about:

      i. The dangers of drug abuse in the workplace;

      ii. The Contractor's policy of maintaining a drug-free workplace;

      iii. Any available drug counseling, rehabilitation, and employee assistance programs; and

      iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

   c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);

   d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:

      i. Abide by the terms of the statement; and

      ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

   e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;

   f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:

      i. Taking appropriate personnel action against such an employee, up to and including termination; or

      ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

   g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Address

Street 3350 Holabird Lane

City, State, Zip Code Charlotte, NC 28208

Street

City, State, Zip Code

3. Contractor will inform the Department of any additional sites for performance of work under this agreement.

4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

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 $1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

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 subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to 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.

9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

1. **The prospective lower tier participant certifies,** by submission of this document, 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.

V. Certification Regarding Lobbying

The Contractor 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, 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 Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of $100,000.00 or more and that all subrecipients shall certify and disclose accordingly.

4. 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, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

1. Identify the status of the covered Federal action.

2. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

4. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

5. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

6. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

7. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

8. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.

9. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).

10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.

13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

Florence Crittenton Services, Inc

Disclosure Of Lobbying Activities
(Approved by OMB 0344-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	☐ a. Bid/offer/application ☐ b. Initial Award ☐ c. Post-Award	☐ a. initial filing ☐ b. material change **For Material Change Only:** Year_____ Quarter_____ Date Of Last Report:_____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier (if known) _____ Congressional District (if known) _____	Congressional District (if known) _____
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number (if applicable) _____
8. Federal Action Number (if known)	9. Award Amount (if known) $
10. a. Name and Address of Lobbying Entity (*if individual, last name, first name, MI*): (*attach Continuation Sheet(s) SF-LLL-A, if necessary*)	b. Individuals Performing Services (*including address if different from No. 10a.*) (*last name, first name, MI*): (*attach Continuation Sheet(s) SF-LLL-A, if necessary*)
11. Amount of Payment (*check all that apply*): $ _____ actual planned 12. Form of Payment (*check all that apply*): ☐ a. cash ☐ b. In-kind; specify: Nature _____ Value _____	13. Type of Payment (*check all that apply*): ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11(*attach Continuation Sheet(s) SF-LLL-A, if necessary*):

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____

Federal Use Only	Authorized for Local Reproduction Standard Form - LLL

crittenton
CREATING BETTER TOMORROWS

FLORENCE CRITTENTON SERVICES
CONFLICT OF INTEREST POLICY

BOARD OF DIRECTORS
Eugene Brown
Anita Brown-Whitmore
Lisa A. Crisp (Secretary)
Bijah L. Gibson
Portia Grant (Treasurer)
Erin Green-Mautone
Kimelyn Harris
Dr. Melissa A. James
Kerri Keller (Vice Chair)
Marlene Lawson
Megan Daisy Milner
Dr. Monique Perry-Graves, Ed.D
Lisa Rhyne
Ylida Roberson
Natalie Rosales
William (Bill) T. Ryans (Chair)
Anna Schleunes
Kenneth (Ken) Sipes
Elizabeth Sirota
Tracey Watkins
Le'Conya Wilson
Rebecca Young

United Way

United Way
Of Central Carolinas

COA
Council on Accreditation

PURPOSE: The sound reputation and success of the mission of Florence Crittenton Services depends upon the adherence to high standards of ethical conduct by Board, staff and volunteers in the daily operation and governance of the agency. Conflicts of interest are defined generally as acting in any way contrary to the best interest of the agency. The following shall serve as a guide to Board, staff, and volunteers in avoiding conflict of interest situations:

GUIDELINES:

Financial

- No employee or paid consultant shall have a direct or indirect financial interest (other that salary, fees, benefits and reimbursements), in the assets, leases, business transactions, or the professional services of the agency.
- No member of the Board shall have a direct or indirect financial interest in the assets or leases of the agency. Any member who individually or as part of a business or professional firm is involved in the business transactions or current professional services of the agency shall disclose this relationship and shall not participate in any vote taken in respect to such transactions or services.
- The members of the Board of Directors and employees of Florence Crittenton Services shall avoid any conduct which may suggest the appearance of impropriety in the disbursement of any State, Federal, County, City, United Way or any other funds.
- Members of the Board of Directors do not accept honoraria from the agency.

Referrals

- Employees, volunteers, Board members and consultants shall not be given preferential treatment in the application for and receipt of the agency's services.
- Florence Crittenton Services prohibits in any of its programs the receipt of payment or other considerations from another provider of services for the referral of any applicant or client to such provider of services. The agency also prohibits the provision of any payment or other consideration to any service provider or other organization for any referral of an applicant for the agency's services.
- It is the policy of Florence Crittenton Services not to refer any of its clients to any private practices in which its current staff, consultants and immediate family members of current staff and consultants may be engaged.

The following guidelines apply to staff who leave the agency and engage in private practice:

BOARD OF DIRECTORS
Eugene Brown
Anita Brown-Whitmore
Lisa A. Crisp (Secretary)
Bijah L. Gibson
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United Way

United Way
Of Central Carolinas

COA Council on Accreditation

- A former client who has limited access to services due to financial situation or geography can be seen at any time by a former employee (therapist) on a pro-bono basis.

- Former agency clients can receive outpatient services from former agency therapists in other settings subject to the same standards and guidelines of any client receiving said service.

Staff Standards

FCS is a most unique place to work because of the very specialized nature of its programs and the residential setting. Few other social service agencies involve the total staff with the client population as FCS does. Because every employee can and does have some interaction and impact on the client population, FCS feels it important to further define the parameters of the staff-client relationship. This is done so that the objectives of the client's service/treatment plan may be carried out in a therapeutic manner.

- Staff is expected to adhere to high standards of ethical conduct with clients at all times. Clients shall be treated with dignity and respect. Expectations for staff are spelled out in the agency Personnel Policies and Employee Handbook, confidentiality policy, and abuse and neglect policy.

- Because FCS employees are actively involved in providing treatment and related support services to clients, they are in a delicate relationship of trust and power. This relationship must not be jeopardized by even the appearance of exploitation, unfair advantage or impropriety. Romantic and/or sexual relationships between FCS employees and FCS clients or former clients create such an appearance and are potentially prejudicial to the interest of FCS, its clients and the public interest which it serves. Accordingly, as a matter of sound judgment and professional ethics, FCS employees are strictly prohibited from engaging in romantic and/or sexual relationships with clients or former clients.

- In light of inherent risk of bias, favoritism and abuse of power, in addition to potential claims of discrimination and sexual harassment, romantic and/or sexual relationships between any FCS employee and any member of FCS staff who supervises, evaluates or otherwise is in a position to exercise power or authority over the employee are strictly prohibited. Such relationships can be disruptive to the work environment and can create undesirable conflicts of interest or the appearance of such conflicts of interest.

RESOLVING CONFLICTS OF INTEREST

Whenever a potential or real conflict of interest appears, the situation shall be brought to the attention of the President/CEO and/or Executive Committee of the Board of Directors who will review and make a determination. Corrective action will be implemented as deemed appropriate for each situation.

Approved by:

FLORENCE CRITTENTON
Name of Organization

Diane Thompson, CEO — Date 4/19/21

Bill Ryans, Board Chair — Date 5/1/2021

BOARD OF DIRECTORS
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Tracey Watkins
Le'Conya Wilson
Rebecca Young

United Way
United Way
Of Central Carolinas

COA Accredited by Council on Accreditation

NOTARIZED CONFLICT OF INTEREST POLICY

I, Amanda C. Lee, Notary Public for said County and State, certify that Diane Thompson, William T. Ryans personally appeared before me this day and acknowledged that he/she is CEO Board Chair of Florence Crittenton Services and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the **12th** dayof **November**, **2020**.

Sworn to and subscribed before me this 19 day of April, 2021.
1 dayof May

AMANDA C. LEE
NOTARY PUBLIC
Union County
North Carolina

(Notary Signature and Seal)

My Commission expires June 15, 2024.

3350 HOLABIRD LANE| P.O. BOX 36392|CHARLOTTE, NC 28236
TEL: (704) 372-4663 | FAX: (704) 334-8169 | WWW.FCSNC.ORG

Crittenton
CREATING BETTER TOMORROWS

OVERDUE TAXES

BOARD OF DIRECTORS
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Le'Conya Wilson
Rebecca Young

United Way

United Way
Of Central Carolinas

ACCREDITED BY COA COUNCIL ON ACCREDITATION

April 19, 2021

To: State Agency Head and Chief Fiscal Officer

Certification:

We certify that the Florence Crittenton Services, Inc. does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23 c is guilty of a criminal punishable as provided by N.C.G.S. 143C-10-1b.

Sworn Statement:

Bijah Gibson and Diane Thompson being duly sworn, say that we are the Board Chair and CEO, respectively, of Florence Crittenton Services, Inc. of Charlotte in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

William T. Ryans
Board Chair

Diane C. Thompson
CEO

Sworn to and subscribed before me on the day of the date of said certification.

Amanda Lee
(Notary Signature and Seal)

My Commission Expires: June 15, 2024

AMANDA C. LEE
NOTARY PUBLIC
Union County
North Carolina

G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, it the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement.

3350 HOLABIRD LANE| P.O. BOX 36392|CHARLOTTE, NC 28236
TEL: (704) 372-4663 | FAX: (704) 334-8169 | WWW.FCSNC.ORG

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Rowan County Department of Social Services/Human Services

By execution of this Agreement the Contractor certifies that it will provide safe client transportation by:

1. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;

2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;

3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;

4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the Rowan County Department of Social Services;

5. Insuring that no more than one quarter of one percent of all trips be missed by the contractor during the course of the contract period; (*Medicaid only*)

6. Insuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month; (*Medicaid only*)

7. Contractor will maintain records documenting the following (*County may require contractor to provide):*
   a. Valid current copies of Drivers License for all drivers;
   b. Current valid Vehicle Registration, for all vehicles transporting clients;
   c. Driving records for all drivers for the past three years and with annual updates;
   d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
   e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.

8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs (*signature on this form confirms this statement*).

Denise Thompson — Signature

CEO — Title

FLORENCE CRITTENTON — Agency/Organization

4/19/21 — Date

(Certification signature should be same as Contract signature.)

ATTACHMENT K

What is a Private Non Profit Agency?

Answer: A private non profit is an organization that is incorporated under State law and whose purpose is not to make a profit, but rather to further a charitable, civic, religious, scientific, or other lawful purpose. The Secretary of State's office grants corporate status to organizations in North Carolina.

What is a 501(c)(3) designation?

Answer: When the agency becomes a state private non profit corporation, it can then apply for 501(c)(3) designation through the IRS. Once the IRS grants 501(c)(3) status, the organization is exempt from certain taxes and any donations to the charitable organization are tax deductible. Many individuals and organizations prefer to make donations to 501(c)(3) private non profits.

Who can obtain a 501(c)(3) designation?

Answer: Any organization or group can apply for 501(c)(3) status, provided their charter or mission focuses on the non profit's objective.

Another option is to apply for a 509(a)(1) status which falls under the 501(c)(3) umbrella. Being a 509(a)(1) designates an organization as a tax-free public charity that receives most of its support from a governmental unit or from the general public. Becoming a 509(a)(1) provides public recognition of tax-exempt status, advance assurance to donors of deductibility of contributions, exemption from certain State and federal taxes, and non profit mailing privileges. Organizations that typically qualify are churches, educational institutions, hospitals, and governmental units.

How does a Private Non Profit obtain Tax Exempt Status?

EO Web Site [www.irs.gov/eo]

IRS TE/GE Customer Service

You may direct technical and procedural questions concerning charities and other nonprofit organizations, including questions about your tax-exempt status and tax liability, to the IRS Tax Exempt and Government Entities Customer Account Services at (877) 829-5500 (toll-free number).

If you prefer to write, you may write at:

Internal Revenue Service
Exempt Organizations Determinations
P.O. Box 2508
Cincinnati, OH 45201

You may also contact the Taxpayer Advocate Service, an independent organization within the IRS that helps taxpayers resolve problems with the IRS and recommends changes that will prevent problems.

A private non profit must apply to the IRS for tax exempt status. To qualify, applicants must complete and submit to the IRS Form 1023. Once federal tax exempt status is granted, the private non profit applies for State tax exempt status by completing Form CD-435 and submitting it to the N. C. Department of Revenue.

What must a County Department of Social Services/Human Services do?

Answer: Verify the Tax Exempt Letter. Check date for expiration and check if current address of agency is reflected.

State Certifications

Contractor Certifications Required by North Carolina Law

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

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

Certifications

(1) **Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009)**, the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.

(2) **Pursuant to G.S. 143-48.5 and G.S. 143-133.3**, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov

(3) **Pursuant to G.S. 143-59.1(b)**, the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:

(a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**

(b) [check **one** of the following boxes]

☐ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**

☐ The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.

(4) **Pursuant to G.S. 143-59.2(b)**, the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.

(5) **Pursuant to G.S. 143B-139.6C**, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.

(6) The undersigned hereby certifies further that:

(a) He or she is a duly authorized representative of the Contractor named below;

(b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and

(c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1and -59.2 shall be guilty of a Class I felony.

Contractor's Name: FLORENCE CRITTENTON

Contractor's Authorized Agent: Signature Diane Thompson Date 4/19/21

Printed Name DIANE THOMPSON Title CEO

Witness: Signature Michelle Smith Date 4/19/21

Printed Name Michelle Smith Title Support Service Coordinator

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

ATTACHMENT N

Rowan County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).
The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit http://www.lep.gov.

Ensuring Equal Opportunity Access for Persons with Disabilities: **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.
DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (ITY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: http://www.ada.gov.

IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:

(i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and

(ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.

f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.

g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

Signature | Title: CEO

FLORENCE CRITTENTON | Date: 4/19/21

Agency/Organization

(Certification signature should be same as Contract signature.)

Internal Revenue Service

Department of the Treasury

P. O. Box 2508
Cincinnati, OH 45201

Date: February 28, 2001

Person to Contact:
Shawndea Krebs 31-02330
Customer Service Representative
Toll Free Telephone Number:
8:00 a.m. to 9:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
56-0577626
Accounting Period Ends:
June 30

Florence Crittenton Services, Inc.
1300 Blythe Blvd.
Charlotte, NC 28203-5873

Dear Sir or Madam:

This is in response to your request for a letter affirming your organization's exempt status.

In April 1941 we issued a determination letter that recognized your organization as exempt from federal income tax under section 101(6) of the Internal Revenue Code of 1939 (now section 501(c)(3) of the Internal Revenue Code of 1986). That determination letter is still in effect.

We classified your organization as a publicly supported organization, and not a private foundation, because it is described in section 509(a)(2) of the Code. This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's purposes, character, method of operations, or sources of support have changed, please let us know so we can consider the effect of the change on the organization's exempt status and foundation status.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than $25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of $20 a day, up to a maximum of $10,000, when a return is filed late, unless there is reasonable cause for the delay.

As of January 1, 1984, your organization is liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more the organization pays to each of its employees during a calendar year. There is no liability for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Florence Crittenton Services, INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☑ Other (see Instructions) ▶ 501 (C) 3 Non-Profit

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

3350 Holabird Lane

6 City, state, and ZIP code

Charlotte, NC 28208

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	6	–	0	5	7	7	6	2	6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ [signature] | **Date** ▶ 11/5/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/12/2021

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

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

PRODUCER
Charlotte Insurance
16930 W. Catawba Ave, Suite 206
Cornelius NC 28031

CONTACT NAME:
PHONE (A/C, No, Ext): 704-552-5888 **FAX (A/C, No):**
E-MAIL ADDRESS: admin@charlotteinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Company	18058
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED FLORCRI-02
FLORENCE CRITTENTON SERVICES, INC.
PO BOX 36392
CHARLOTTE NC 28236

COVERAGES **CERTIFICATE NUMBER:** 1588457249 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	PHPK2122671	4/24/2021	4/24/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$ 10,000
	X POLICY PRO-JECT LOC						PERSONAL & ADV INJURY	$ 1,000,000
	OTHER:						GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
A	AUTOMOBILE LIABILITY	Y	Y	PHPK2122671	4/24/2021	4/24/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB OCCUR	Y	Y	PHUB719029	4/24/2021	4/24/2022	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB X CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH) N / A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional liab.	Y	Y	PHSD1605818	1/31/2021	1/31/2022	1,000,000	2,000,000
A	Sexual abuse/Molest			PHPK2122671	4/24/2021	4/24/2022	1,000,000	2,000,000

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

CERTIFICATE HOLDER

Rowan County Department of Social Services
1813 East Innes Street
Salisbury NC 28146

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Client#: 1103198 04FLORECRI

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/16/2021

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

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

PRODUCER	CONTACT NAME:	
McGriff Insurance Services 7701 Airport Center Dr Suite 1800 Greensboro, NC 27409	PHONE (A/C, No, Ext): 888 743-2217	FAX (A/C, No): 8888279861
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Accident Fund Ins Co of America	10166
INSURED Florence Crittenton Services Inc P. O. Box 36392 Charlotte, NC 28236	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			WCV6108701	02/16/2021	02/16/2022	X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$500,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$500,000

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

** Workers Comp Information **

Other States Coverage

CERTIFICATE HOLDER

Rowan County Department of
Social Services
1813 East Innes Street
Salisbury, NC 28146

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Lisa Murray

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ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:	Kelly Natoli, Assistant County Manager/HR Director
DATE:	07-20-21
SUBJECT:	Contract Between DSS and Abundant Living Adult Day Services

---

Attached please find a contract between DSS and Abundant Living Adult Day Services, Inc. to provide adult day care services.

Please approve the attached contract.

ATTACHMENTS:

Description	Upload Date	Type
Contract	7/20/2021	Backup Material

ROWAN COUNTY
NORTH CAROLINA
Be an original.

ROWAN COUNTY CONTRACT MEMORANDUM

TO: Aaron Church, Rowan County Manager
FROM: Micah Ennis, Interim Director
DEPT: Social Services
DATE: 7/13/2021
SUBJECT: Abundant Living Adult Day Services, Inc. 22044

PURPOSE OF CONTRACT:
The vendor provides Adult Day Care to individuals who are placed in the care of RCDSS.

CONTRACT CERTIFICATION

By submitting this memorandum, I agree that I have:
1. Read and understand the terms of the contract.
2. To the best of my knowledge the terms, amount and activities surrounding this contract are compliant with North Carolina General Statutes, the Rowan County Purchasing Policy and any applicable regulations.
3. I have secured and attached in MUNIS the Certificate of Insurance.

Signature of Director — DATE 5/4/2021

Contract # Fiscal Year Begins 7/1/2021 Ends 6/30/2022

This contract is hereby entered into by and between the **Rowan** County Department of Social Services (the "County") and Abundant Living Adult Day Services, Inc. (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is 56-1884652 and DUNS Number (required if funding from a federal funding source). 80-033-1316

1. **Contract Documents:** This Contract consists of the following documents:
   (1) This contract
   (2) The General Terms and Conditions (Attachment A)
   (3) The Scope of Work, description of services, and rate (Attachment B)
   (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
   (5) Conflict of Interest (Attachment D)
   (6) No Overdue Taxes (Attachment E)
   (7) Federal Certification Regarding Environmental Tobacco Smoke (Attachment F)
   (8) Federal Certification Regarding Lobbying (Attachment G)
   (9) Federal Certification Regarding Debarment (Attachment H)
   (10)*If applicable,* HIPAA Business Associate Addendum (checklist and forms)
   (11)Certification of Transportation (Attachment J)
   (12)*If applicable,* IRS federal tax exempt letter or 501 (c)(Attachment K) http://www.irs.gov/pub/irs-fill/k1023.pdf
   (13)Certain Reporting and Auditing Requirements (Attachment L)
   (14)State Certification (Attachment M)
   (15)Attachment N - Non-Discrimination, Clean Air, Clean Water
   (16) Contract Determination Questionnaire (required)

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

2. **Precedence among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

3. **Effective Period:** This contract shall be effective on 7/1/2021 and shall terminate on 6/30/2022, This contract must be twelve months or less.

4. **Contractor's Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

5. **County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed $ 107,092.00 . This amount consists of $ in Federal funds (CFDA #), $ in State Funds, $ in County funds

   ☒ a. There are no matching requirements from the Contractor.

   ☐ b. The Contractor's matching requirement is $, which shall consist of:
   ☐ In-kind ☐ Cash
   ☐ Cash and In-kind ☐ Cash and/or In-kind

   The contributions from the Contractor shall be sourced from non-federal funds.
   The total contract amount including any Contractor match shall not exceed $107,092.00 .

6. **Reversion of Funds:**
   Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

7. **Reporting Requirements:**
Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

8. **Payment Provisions:**

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

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

For the County:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Micah M. Ennis, Director	Name & Title	Micah M. Ennis, Director
County	Rowan	County	Rowan
Mailing Address	1813 East Innes Street	Street Address	1813 East Innes Street
City, State, Zip	Salisbury NC 28146	City, State, Zip	Salisbury NC 28146
Telephone	704.216.8422		
Fax	704.638.3041		
Email	micah.ennis@rowancountync.gov		

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Ted Goins, President	Name & Title	Ted Goins, President
Company Name	Abundant Living Adult Day Services, Inc.	Company Name	Abundant Living Adult Day Services, Inc.
Mailing Address	P.O. Box 947	Street Address	1416-A South Martin Luther King Jr. Avenue
City State Zip	Salisbury, NC 28145	City State Zip	Salisbury, NC 28144
Telephone	704-637-2870		
Fax			
Email	tgoins@LSCarolins.net		

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

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

(a) Implement adequate internal controls over disbursements;
(b) Pre-audit all vouchers presented for payment to determine:
- Validity and accuracy of payment
- Payment due date
- Adequacy of documentation supporting payment
- Legality of disbursement

(c) Assure adequate control of signature stamps/plates;
(d) Assure adequate control of negotiable instruments; and
(e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

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

13. **Federal Certifications:**
Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

14. **Specific Language Not Previously Addressed:**
(can be delted if not needed)

15. **Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

Signature — Date: 4/5/2021

Ted W. Goins, Jr. (Printed Name) — President (Title)

COUNTY

Signature *(must be legally authorized to sign contracts for County DSS)* — Date: 5/4/2021

Micah Ennis (Printed Name) — Director (Title)

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

Signature of County Finance Officer — Date

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

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

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

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

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

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County, the State of North Carolina, and any of their officers, agents and employees, and Federal Government from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this contract to the extent permitted by law.

Default and Termination

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

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

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

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

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

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

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

Intellectual Property Rights

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

Compliance with Applicable Laws

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

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

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

Confidentiality

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

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

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

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

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

Oversight

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

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

Miscellaneous

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

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

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

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

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.

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

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

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

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

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

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

ATTACHMENT B – Scope of Work **Federal Tax Id. or SSN 56-1884652**
Contract #

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Abundant Living Adult Day Services, Inc.
2. *If different* from Contract Administrator Information in General Contract:

Address

Telephone Number: Fax Number: Email:

3. Name of Program (s): Adult Day Services
4. Status: ☐ Public ☒ Private, Not for Profit ☐ Private, For Profit
5. Contractor's Financial Reporting Year October through September

B. Explanation of Services to be provided and to whom (include SIS Service Code):

Service Code	Description
030	Adult Day Social
155	Adult Day Health
250	Transportation
165	Transportation

See G. Mutual Agreement for Additional Details

Rowan County Department of Social Services will abide by the contracted rate for Adult Day Care. The Contractor will be expected to help each participant maintain individual dignity, self-identification and live as meaningful a life as possible. The program is designed to help participants maintain a responsible level of functioning through group interaction and planned activities in a small group environment, to make living and/or coping with older adults a more comfortable and less stressful experience for family members and friends.

The program shall be based on elements of the individual service plans. Activities are to be planned jointly by staff and participants, with all program activities properly supervised. The program includes the following three types of activities:

1. Cognitive
2. Physical
3. Psychosocial

The activities plan shall be in writing with the name and details of each activity to be provided, days of the week to be conducted and approximate length of time. The activities plan will be posted weekly or monthly in a prominent place in facilities. Participants will have the choice of refusing to participate in any given activity.

See G. Mutual Agreement for additional details

C. Rate per unit of Service (define the unit):

1. If Standard Fixed Rate, Maximum Allowable.

2. Negotiated County Rate.
   A unit is defined as one day's service delivered during normal operating hours. Reimbursement will be made at a fixed unit cost rate of $33.07 per unit of Adult Day Social Service per client authorized for services by DSS, with no maximum monthly rate per client reimbursement. Reimbursement will be made at a unit cost of $40.00 per unit of Adult Day Health Care Service per client authorized for services by DSS, with no maximum monthly rate per client reimbursement. Reimbursement will be made at a unit cost of $1.50 for transportation per one way trip both from the client's home to the day care center and return from the center to the client's home per Adult Day Care client authorized for services by DSS, with no maximum monthly rate per client reimbursement. The total amount paid by the County to the Contractor under this contract shall not exceed $107,092.00, and this total program available funding will be spread among all Contractor parties.

D. Number of units to be provided: There is no established number to be provided but up to available funding. Reimbursement will be based on the above hourly rate up to a maximum of $64,840.00 SSBG funding plus $42,252.00 HCCBG funding. Payments will cease once this fiscal year maximum is reached. The maximum payment of $107,092.00 reflects the Department's total available funding for all Adult Day services and will be spread among all the Contractors contracted by the Department for this service.

E. Details of Billing process and Time Frames; Expenditures
Authorization for the provision and payment of Adult Day Care services is done through the use of the Form 5027 or the DAAS 101, which serves to establish the eligibility of each client, the date that services begin and end, and the amount of any fees, if applicable. These forms must be maintained by the administering agency at all times. In addition to the above information, this form serves as an audit trail.

The Provider will report expenditures monthly to the County Department in accordance with policy set forth by the Controller's Office, Division of Social Services, issued via the Fiscal Manual. Expenditures are to be reported on the DSS Monthly Report of Service Delivery (Form DSS-1571, Part IV) and or the Division of Aging's Aging Resource Management Systems (ARMS). Reimbursement for Adult Day Care Services should be requested monthly by use of the Form DSS-1571 which is to include a listing of the clients served, the hours of services delivered and the cost incurred during the reporting month. This report should be received in the Department of Social Services by the fifth (5th) working day of the month following receipt of the services except for the month of June. In June, this report should be received by the Department of Social Services by 5pm on July 1st or the 1st working day of July. Reimbursement by check

will be made by the fifteenth (15th) working day of the month in which the report is received.

Consumer Contributions
The County Department of Social Services will collect any contributions made by the clients. The service(s) under contract with the Contractor are services for which Consumer Contributions may be assessed. Policy regarding Consumer Contribution requirements and collection of contributions is contained in Family Services Manual, Volume VI, Chapter III. If a client is to make a contribution, the County Department will arrange with the client how that contribution will be collected.

Reporting for the Statewide Services Information System (SIS)
On the monthly report of Service Delivery (DSS Form 1571 Part IV), the units reported defined Column 12 of the 1571 Part IV are the units of service defined in Column 5 of 1.C of this attachment. Service definition and reporting instructions are found in Family Services Manual, Vol. VII, Chapter VIII.

F. Area to be served/Delivery site(s): Rowan County

G. MUTUAL AGREEMENT
Contractor Responsibilities
The Contractor shall meet all state policies and standards including but not limited to facility, staffing, staff training, activities, medication administration, etc. The program shall be certified by the Division of Aging and Adult Services as meeting adult day care standards adopted by the Social Services Commission.

Adult Day Care programs are:

1. To be designed to improve self-care and personal hygiene for increased feelings of self-worth and dignity.
2. To improve social and interactional skills,
3. To encourage involvement in social and community activities.
4. To promote capacity for independence.

Each participant shall be served a nutritious mid-day meal with morning and afternoon snacks. Special diets prescribed by a physician will be provided.

The day care center will be open five days each week except for county designated holidays, and hazardous weather conditions. The Center will close on the first day the County schools are closed due to inclement weather. The center director will determine when it is safe to re-open the center. Holidays will be listed on the Activity Calendar. Only for emergency situations will participants request early arrival or late departure. The Contractor will contact the County Department for consultation prior to terminating any DSS participant from the Day Care Program. Staff work days are scheduled at various times during the year as noted on the calendars. Monthly calendars are provided to allow for scheduling of alternate care.

Accidents or sickness should be handled in a professional manner with the participant's best interests considered.

Those days the Contractor is closed because of hazardous weather conditions will not be counted as absences for State Adult Day Care sponsored participants.

The Contractor will send to the Department with each monthly statement, a list of all the Department's referrals and action taken regarding the referrals and applications for the previous month. This notice includes the number of scheduled days of attendance and any requested changes for additional or reduced participation for all the Department's participants. The Department will be notified by the Contractor of five (5) consecutive scheduled day absences by any Department-sponsored full-time or part-time participant. The daily rate will be paid if ten (10) or less than ten (10) consecutive scheduled day absences have occurred. For participants who enter or leave the program during the month, payment will not be included for days not attended prior to admission or after discharge. After the tenth scheduled day of absences, the funding for that client will be discontinued until the client returns to the program.

The Contractor will accept or deny applicants for enrollment based upon written admissions criteria and current enrollment. The Department will also provide a summary of the person's need for service. The Department will notify the Contractor of individuals' eligibility with a DSS 5027 within 30 days for all individuals referred to DSS by the Contractor for an eligibility determination for Adult Day Care Funds.

Financial Employment Obligations

Adult Day Care workers are subject to the North Carolina Wage and Hour Act for minimum wage. The Contractor must assure that money is available to cover all wages and employer's share of all appropriate taxes, fringes, transportation and benefits for all services provided in Adult Day Care Service Agreements.

Record Retention

The Contractor agrees to retain all books, records and other documents relevant to this agreement for seven (7) years after final payment or until all audits continued beyond this period are completed. Federal auditors and any persons authorized by the Division of Aging and Adult Services or the County Department shall have the right to examine any of these materials. In the event the Contractor dissolves or otherwise goes out of existence, records produced under this agreement will be turned over to the County Department. In the event that DSS dissolves its contract with the Contractor, the Contractor agrees to grant access to DSS of above records and documents relevant to the contract period for seven (7) years after final payment or until all audits continued beyond this period are completed. All HIPAA medical information is retained for seven (7) years.

Documentation

Required inspections, reports and records shall be current at all times by the Contractor to assure continued certifications.

The Contractor also agrees to:

1. Provide the service(s) stipulated in this agreement in accordance with applicable standards for the service(s).
2. Furnish financial and program data as required to document the basis for the reimbursement rate and to document that applicable standards have been met.
3. Keep confidential any information about a client that is shared only among Department and Contractor staff who need to know in order to coordinate, manage, or deliver services to the client.
4. Comply with all State licensing standards, all applicable accrediting standards and of any other standards or criteria established by the Division of Aging and Adult Services to assure quality of services.
5. Review and comply with all applicable laws, including those Civil Rights, HIPAA, and Rehabilitation Act prohibitions against discrimination.
    a. Comply with the terms of Section 504 of the Rehabilitation Act of 1973 and all requirements imposed by or pursuant to Section 504 regulations that prohibit discrimination against handicapped persons in employment and in the operation of programs and activities receiving Federal funds.
    b. Comply with the terms of Title VI of the Federal Civil Rights Act of 1964 and all requirements imposed by or pursuant to Title VI regulations that prohibit discrimination on the grounds of race, color or national origin.
    c. Review and keep on file the NCDHHS Title VI Language Access Policy.
    d. Place the Client's Rights posters in the reception area of the agency.
    e. Place the How to File a Complaint posters in the reception area of the agency.
    f. Provide to clients, upon their request and without delay, the U.S. Department of Justice, Civil Rights Division Complaint Forms.
    g. Provide training and assistance for employees to assure that they understand and carry out expectations regarding compliance.
    h. Comply with all HIPAA rules and regulations pertaining to DSS clients as set forth by the County Department.
6. Comply with all State licensing standards, all applicable accrediting, all requirements imposed by or pursuant to the regulations issued pursuant to that Title.
7. Maintain appropriate program records, client case files which document the provision of the agreed upon service(s); and maintain a valid authorization for services (DSS-5027) for each client determined to be eligible by the County Department and authorized by the County Department for service(s) provided under this agreement.
8. Accept fiscal responsibility for deviations from the terms of this agreement as a result of acts of the Contractor or any of its officers, employees, agents or representatives.

9. Comply with all contract attachments.
10. Audit
    a. The Contractor shall be responsible for compliance with the audit requirements of Department of Health and Human Services federal regulation 45 CFR Part 74, Administration of Grants, or State Administrative Procedures Manual for Federal Block Grant Funds, whichever is applicable. These regulations stipulate that an annual audit be prepared for the fiscal year in which contract funds were received.
    b. An annual audit is to be performed in accordance with OMB Circular A-110 by an "independent auditor". "Independent Auditor" means either: (a) a state government auditor from the Department of Human Resources or the Department of Administration, Office of the State Auditor; or (b) a certified public accountant. Upon completion of the audit, a copy of the report must be forwarded to the County Department.

County Department Responsibilities
The County Department is responsible, in its selection of a Contractor, for assuring that the Contractor meets the standards and complies with regulations in this policy, that monitoring of this contract will be done during the contracting year; and that the County Department will retain the social work responsibility for client assessment and case management.

The County Department will help with appropriate referrals and help with the application process. This will involve interpretation of Adult Day Care services to prospective participants and assistance in arranging for the service, explaining to the individual and family so they will have a clear understanding of the nature of service and its purpose in relation to the applicant.

When there are multiple Contractors to receive Adult Day Care Funds, referrals will be considered on a first come, first serve basis. The participant's choice of Adult Day Care Center will be considered and respected. Need for transportation to and from the center will be explored and arranged by the Contractor, if necessary. The Department will provide supportive services and consultation to the Contractor regarding participants certified by the Department for sponsorship. This service will be directed toward developing a service plan according to the day care program and the participant's needs. The appropriateness and effectiveness of the service will be reviewed and adjusted at least annually.

The Department agrees to:
1. Determine eligibility of individuals for the service(s) in accordance with Federal and State regulations.
2. Notify the Provider on Form DSS-5027, concerning the eligibility of each individual for the services as authorized, and any changes in the individual's eligibility status.
3. Pay the Provider for services delivered to eligible individuals under the terms of this agreement in the rate specified in E. below.

4. Keep the Contractor informed of all applicable Federal and State laws, regulations, policies and standards governing the service program to which the Contractor must adhere and of any alterations to these.
5. Civil Rights Compliance
    a. Provide to the contracted agency a copy of the Rowan County DSS Language Access Plan;
    b. Provide a Client's Rights poster, in both English and Spanish, describing free interpreter services;
    c. Provide a How to File a Complaint poster, in both English and Spanish, describing the process to follow to file a complaint;
    d. Provide U.S. Department of Justice, Civil Rights Division Complaint Forms, in both English and Spanish;
    e. Provide training and assistance to the contracted Agency Director or designee.
6. Provide the Contractor information regarding the individual client's current Adult Day Care service needs as represented on their Individual Service Plan, developed by the County Department Social Worker in cooperation with the client and with input from the Contractor, as appropriate.
7. Provide the Contractor information on those clients participating in Consumer Contributions and the amount of those contributions.
8. Accept fiscal responsibility for deviations from the terms of this Contract as a result of acts of the Department or any of its officers, employees, agents or representatives.

Each party hereto agrees to be responsible for its own liabilities, that of its officers, employees, agents or representatives arising out of this agreement.

(Signature of County Authorized Person)

5/4/2021

(Date Submitted)

(Signature of Contractor)

4/5/2021

(Date Submitted)

FEDERAL CERTIFICATIONS

The undersigned states that:

1. He or she is the duly authorized representative of the Contractor named below;

2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:

   a. The Certification Regarding Nondiscrimination;
   b. The Certification Regarding Drug-Free Workplace Requirements;
   c. The Certification Regarding Environmental Tobacco Smoke;
   d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
   e. The Certification Regarding Lobbying;

3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;

4. [Check the applicable statement]

   [ ] He or she **has completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has made, or has an agreement to make**, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;

   OR

   [ ] He or she **has not completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has not made**, and **has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.

5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

[signature]	President
Signature	**Title**
Ted W. Goins, Jr.	4/5/2021
Contractor Name	**Date**

[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]

I. Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

II. Certification Regarding Drug-Free Workplace Requirements

1. The Contractor certifies that it will provide a drug-free workplace by:

   a. Publishing a statement notifying 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 violation of such prohibition;

   b. Establishing a drug-free awareness program to inform employees about:

      i. The dangers of drug abuse in the workplace;

      ii. The Contractor's policy of maintaining a drug-free workplace;

      iii. Any available drug counseling, rehabilitation, and employee assistance programs; and

      iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

   c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);

   d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:

      i. Abide by the terms of the statement; and

      ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

   e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;

   f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:

      i. Taking appropriate personnel action against such an employee, up to and including termination; or

      ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

   g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Address

Street 1411e-A South Martin Luther King Jr. Ave.

City, State, Zip Code Salisbury, NC 28144

Street

City, State, Zip Code

3. Contractor will inform the Department of any additional sites for performance of work under this agreement.

4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

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 $1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

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 subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to 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.

9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

1. **The prospective lower tier participant certifies,** by submission of this document, 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.

V. Certification Regarding Lobbying

The Contractor 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, 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 Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of $100,000.00 or more and that all subrecipients shall certify and disclose accordingly.

4. 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, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

1. Identify the status of the covered Federal action.

2. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

4. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

5. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

6. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

7. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

8. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.

9. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).

10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.

13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

Abundant Living Adult Day Services, Inc.

Disclosure Of Lobbying Activities
(Approved by OMB 0344-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	☐ a. Bid/offer/application ☐ b. Initial Award ☐ c. Post-Award	☐ a. initial filing ☐ b. material change **For Material Change Only:** Year_____ Quarter_____ Date Of Last Report:_____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier (if known) _____ Congressional District (if known) _____	Congressional District (if known) _____
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number (if applicable) _____
8. Federal Action Number (if known)	9. Award Amount (if known) $
10. a. Name and Address of Lobbying Entity (*if individual, last name, first name, MI*): (*attach Continuation Sheet(s) SF-LLL-A, if necessary*)	b. Individuals Performing Services (*including address if different from No. 10a.*) (*last name, first name, MI*): (*attach Continuation Sheet(s) SF-LLL-A, if necessary*)
11. Amount of Payment (*check all that apply*): $ _____ actual planned	13. Type of Payment (*check all that apply*): ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____
12. Form of Payment (*check all that apply*): ☐ a. cash ☐ b. In-kind; specify: Nature _____ Value _____	

14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11(*attach Continuation Sheet(s) SF-LLL-A, if necessary*):

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____

Federal Use Only	Authorized for Local Reproduction Standard Form - LLL

TRINITY
LIVING CENTER

Attachment E – No Overdue Tax Debts

To: Rowan County Department of Social Services
Date: April 5, 2021

Certification:

We certify that Abundant Living Adult Day Services, Inc. dba Trinity Living Center does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, state or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense and punishable as provided by N.C.G.S. 143C-10-1b.

Sworn Statement:

Ted Goins, Board Chair/ President and Kirby Nickerson, Treasurer/CFO, of Abundant Living Adult Day Services (ALADS), Inc. dba Trinity Living Center, being duly sworn, say that we are the Board Chair/President and Treasurer/CFO of ALADS, respectively, of Salisbury in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Board Chair/President, Abundant Living Adult Day Services, Inc. dba Trinity Living Center

Treasurer/CFO

Sworn to and subscribed before me on the day of the date of said certification.

Karen K Maddry
Notary Signature and Seal

My Commission Expires: 12/30/22

G.S. 105-243.1 defines: Overdue tax deb. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement.

Rev. 4-5-2021

Manual: LSC Policies and Procedures **Section:** Personnel

Date Approved: 11/22/83 **Date(s) Revised:** 5/22/13 **Approved by:** THB

Policy Statement:

LSC believes the most priceless asset of an employee or the institution is its integrity. Its traditions of honesty and highly ethical conduct are a source of pride and trust. At every level of organization, all applicable laws and regulations are to be obeyed. LSC will not tolerate efforts to achieve business objectives at the cost of violations of law and/or unscrupulous dealings.

An employee may accept gainful outside employment to be performed in regular off-duty hours, but only when such employment involves no direct or indirect conflict of interest. In addition, the employee may not be called from his job during regular working hours in order to perform any outside work.

No employee may accept gainful outside employment which would in any way compromise the position of the individual or LSC with firms or individuals doing business with or desiring to do business with LSC.

LSC child and family services employees are required to submit a request for secondary employment in writing to the immediate supervisor, who approves or denies the request. LSC child and family services employees shall not be employed with any agency that is a competitor of LSC. Employees are prohibited form engaging in any activity that conflicts with the interest of the agency, its services or its clients.

A conflict of interest is deemed to occur when one of the situations below is in existence:

1. An employee, or a member of his/her family, has a financial interest in another company or organization and at the same time has any job-related dealings with or the power to influence decisions regarding that outside interest; or
2. The performance or competence of an employee in his/her job is adversely affected by external involvements.

Secondary employment that creates a conflict of interest, employment with a competitive agency, and/or negative job performance resulting from secondary employment will be handled through the disciplinary action system; up to and including termination.

No official or employee of LSC is authorized in his official capacity to negotiate, make, accept, or approve, or to take part in the negotiating, making, accepting, or approving any contract or subcontract in connection with a project, such contract or subcontract. No engineer, attorney, inspector or other person performing service for LSC in connection with a project shall have directly or indirectly, a financial or other personal interest, other than his employment or retention in any contract or subcontract in connection with any project.

It shall be against the policy of LSC for any employee or the employee's immediate family to directly or indirectly, corruptly ask, demand, exact, solicit, accept, receive, or agree to receive anything of value for himself or any other person or entity. This includes in return for:

A. Being influenced in the performance of his job;

B. Being influenced to commit or aid in committing, or to collude in, or allow, any fraud, or to make opportunity for the commission of any fraud on LSC; or

C. Being induced to do or admit to do any act in violation of his official duties.

Child & Family Services:

The following guidelines cover some of the more important areas of ethical conduct related to conflict of interest or apparent conflict of interest:

- When private practice has been approved by the President/CEO as secondary employment, the names of employees engaged in private practice may be included on a list of referrals provided to clients or others. No referrals will be made exclusively to employees engaged in private practice or consultation. Similarly, an employee shall not make a referral to himself or herself.
- When a former employee engages in private practice or business, the name of the former employee may be included on a list of referrals provided to clients or others. No referrals
- will be made exclusively to former employees engaged in a private practice or other business enterprise.
- Employees and consultants shall hold no direct or indirect financial interests in the assets, leases, business transactions, or professional services of this agency.
- Employees shall neither release confidential information without the appropriate authorization, nor use confidential information regarding clients or other employees for their personal gain or benefit.

TRINITY
LIVING CENTER

Attachment D

NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of Rowan

I, Karen Maddry, Notary Public for said County and State, certify that Ted W. Goins, Jr. personally appeared before me this day and acknowledged that he/she is President of Abundant Living Adult Day Services, Inc. dba Trinity Living Center and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the 2nd day of August, 2007.

Sworn and subscribed to me this 5th day of April, 2021.

(Official Seal)

Karen K Maddry
Notary Public

My Commission expires 12/30, 2022.

****

Instructions for Organization:

Sign and attach the following pages after adopted by the Board of Directors/Trustees or other governing body OR replace the following with the current adopted conflict of interest policy.

Abundant Living Adult Day Services, Inc. dba Trinity Living Center
Name of Organization

Signature of Organization Official

TED W. GOINS, JR.
Printed Name of Organization Official

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Rowan County Department of Social Services/Human Services

By execution of this Agreement the Contractor certifies that it will provide safe client transportation by:

1. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;

2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;

3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;

4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the Rowan County Department of Social Services;

5. Insuring that no more than one quarter of one percent of all trips be missed by the contractor during the course of the contract period; (*Medicaid only*)

6. Insuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month; (*Medicaid only*)

7. Contractor will maintain records documenting the following (*County may require contractor to provide):*
   a. Valid current copies of Drivers License for all drivers;
   b. Current valid Vehicle Registration, for all vehicles transporting clients;
   c. Driving records for all drivers for the past three years and with annual updates;
   d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
   e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.

8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs (*signature on this form confirms this statement*).

[signature]	President
Signature	Title
Abundant Living Adult Svcs. dba Trinity Living Center	4/5/2021
Agency/Organization	Date

(Certification signature should be same as Contract signature.)

ATTACHMENT K

What is a Private Non Profit Agency?

Answer: A private non profit is an organization that is incorporated under State law and whose purpose is not to make a profit, but rather to further a charitable, civic, religious, scientific, or other lawful purpose. The Secretary of State's office grants corporate status to organizations in North Carolina.

What is a 501(c)(3) designation?

Answer: When the agency becomes a state private non profit corporation, it can then apply for 501(c)(3) designation through the IRS. Once the IRS grants 501(c)(3) status, the organization is exempt from certain taxes and any donations to the charitable organization are tax deductible. Many individuals and organizations prefer to make donations to 501(c)(3) private non profits.

Who can obtain a 501(c)(3) designation?

Answer: Any organization or group can apply for 501(c)(3) status, provided their charter or mission focuses on the non profit's objective.

Another option is to apply for a 509(a)(1) status which falls under the 501(c)(3) umbrella. Being a 509(a)(1) designates an organization as a tax-free public charity that receives most of its support from a governmental unit or from the general public. Becoming a 509(a)(1) provides public recognition of tax-exempt status, advance assurance to donors of deductibility of contributions, exemption from certain State and federal taxes, and non profit mailing privileges. Organizations that typically qualify are churches, educational institutions, hospitals, and governmental units.

How does a Private Non Profit obtain Tax Exempt Status?

EO Web Site [www.irs.gov/eo]

IRS TE/GE Customer Service

You may direct technical and procedural questions concerning charities and other nonprofit organizations, including questions about your tax-exempt status and tax liability, to the IRS Tax Exempt and Government Entities Customer Account Services at (877) 829-5500 (toll-free number).

If you prefer to write, you may write at:

Internal Revenue Service
Exempt Organizations Determinations
P.O. Box 2508
Cincinnati, OH 45201

You may also contact the Taxpayer Advocate Service, an independent organization within the IRS that helps taxpayers resolve problems with the IRS and recommends changes that will prevent problems.

A private non profit must apply to the IRS for tax exempt status. To qualify, applicants must complete and submit to the IRS Form 1023. Once federal tax exempt status is granted, the private non profit applies for State tax exempt status by completing Form CD-435 and submitting it to the N. C. Department of Revenue.

What must a County Department of Social Services/Human Services do?

Answer: Verify the Tax Exempt Letter. Check date for expiration and check if current address of agency is reflected.

State Certifications

Contractor Certifications Required by North Carolina Law

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

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

Certifications

(1) **Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009),** the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.

(2) **Pursuant to G.S. 143-48.5 and G.S. 143-133.3**, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov

(3) **Pursuant to G.S. 143-59.1(b),** the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:

(a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**

(b) [check **one** of the following boxes]

☐ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**

☐ The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.

(4) **Pursuant to G.S. 143-59.2(b),** the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.

(5) **Pursuant to G.S. 143B-139.6C**, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.

(6) The undersigned hereby certifies further that:

(a) He or she is a duly authorized representative of the Contractor named below;

(b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and

(c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1and -59.2 shall be guilty of a Class I felony.

Contractor's Name: Abundant Living Adult Day Svcs. dba Trinity Living Center

Contractor's Authorized Agent: Signature _____ Date 4/5/2021

Printed Name Ted W. Goins, Jr. Title President

Witness: Signature Christina S. Joyce Date 4/5/2021

Printed Name Christina S. Joyce Title Executive Director

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

ATTACHMENT N

Rowan County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit http://www.lep.gov.

Ensuring Equal Opportunity Access for Persons with Disabilities: **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.
DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (ITY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: http://www.ada.gov.

IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:

(i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and

(ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.

f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.

g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

Signature

President
Title

Abundant Living Adult Day Svcs.
dba Trinity Living Center
Agency/Organization

4/5/2021
Date

(Certification signature should be same as Contract signature.)

Evangelical Lutheran Church in America
God's work. Our hands.

Evangelical Lutheran Church in America
Group Exemption Number: 9386

CERTIFICATION OF FEDERAL INCOME TAX EXEMPTION
UNDER SECTION 501(c)(3)
for

Abundant Living Adult Day Services, Inc.
1416 S. Martin Luther King, Jr. Ave., Ste. A
Salisbury, NC 28144
EIN: 56-1884652

Abundant Living Adult Day Services, Inc. is an affiliated social ministry organization recognized by the Evangelical Lutheran Church in America (ELCA) as being included under our Group Exemption Ruling. This inclusion establishes that this entity is exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code and is not a private foundation as defined in Code Section 509(a). The four-digit Group Exemption Number 9386 is the same for the ELCA, its synods, its congregations, and its related entities. The nine-digit Employer Identification Number is different for each synod, for each congregation, and for other employing entities. The nine-digit number is used, for example, when federal withholding and Social Security contributions are filed by the employer.

The IRS issued the attached Group Exemption Letters dated April 5, 1988 and July 13, 1988, to the ELCA. In accordance with the terms of the April 5, 1988, letter, entities affiliated with the ELCA, who have provided the ELCA with their federal employer ID number, are exempt from Federal Income Tax under ELCA's Group Exemption Ruling.

April 19, 2016

Very truly yours,

Phillip H. Harris
General Counsel

Attachments
April 5, 1988, ELCA Group Ruling Recognition
July 13, 1988, ELCA GEN Assigned

Internal Revenue Service

Department of the Treasury

District
Director

230 S Dearborn St. Chicago, Illinois 60604

Evangelical Lutheran Church
In America
8765 West Higgins Road
Chicago, IL 60631

Person to Contact:
Peter J. Mazarakos, Jr.
Telephone Number:
(312) 886-1218
Refer Reply to:
EO: 201:PJM
Employer Identification Number:
41-1568278
Effective Date of Group
Exemption Ruling:
January 1, 1988

Date: APR - 5 1988

Dear Applicant:

We have considered your application for a group exemption letter recognizing your subordinates as exempt from Federal Income Tax as organizations of the type described in Section 501(c)(3) of the Internal Revenue Code.

Our records shows that you were recognized as exempt from Federal Income Tax under Section 501(c)(3) of the Code. The exemption letter remains in effect.

Based on the information supplied, we recognize your named subordinates on the list you submitted as exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code.

Additionally, we have classified the organizations you operate, supervise, or control, and which are covered by your notification to us as organizations that are not private foundations because they are organizations of the type described in Sections 509(a)(1) 509(a)(2) or 509(a)(3) of the Code.

Donors may deduct contributions to you and your subordinates as provided in Section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal Estate and Gift Tax purposes if they meet the applicable provisions of Sections 2055, 2106 and 2522 of the Code.

APR 08 1988

ELCA SECRETARY

Evangelical Lutheran Church In America

You and your subordinates are not required to file Federal Income Tax Returns as long as a tax-exempt status is maintained. But under Section 511 of the Code, an organization is subject to tax on its unrelated business taxable income. If you or your subordinates are subject to the tax, you must file an income tax return Form 990-T, Exempt Organization Business Income Tax Return.

You are not required to file Form 990, Return of Organization Exempt from Income Tax, if you meet the exception in Section 6033(a)(2)(A)(i) of the Code. Your subordinates are also not required to file Form 990 if they qualify as churches or intergrated auxiliaries of churches or otherwise meet the exceptions in Section 1.6033-2(g) of the Income Tax Regulations.

As of January 1, 1984, you and your subordinates are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more to each of your employees during a calendar year. You and your subordinates are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

A church or a qualified church-controlled organization as defined in section 3121(w)(3) of the Code however, may elect to exclude the wages paid to employees (other than for services performed in an unrelated trade or business) from social security taxes. This election must be made by filing Form 8274 by the day before the date your first quarterly employment tax return would be due under the revised law. If you or your subordinaes make this election, your employees who earn $100 or more during a calendar year become liable for the payment of self-employment tax under section 1402 on the wages that you pay them. Once having made this election, you or your subordinates may not revoke it. For further information regarding this election please contact your Key District Director.

Evangelical Lutheran Church In America

Each year, at least 90 days before the end of your annual accounting period, please send the items listed below to the Internal Revenue Service Center at the address shown below.

1. A statement describing any changes during the year in the purpose, character, or method of operation of your subordinates;

2. A list showing the names, mailing addresses (including Postal Zip Code), actual addresses if different, and employer identificaiton numbers of subordinates that since your previous report:

   a. Changed names and addresses;
   b. Were deleted from your roster; or
   c. Were added to your roster.

3. For subordinates to be added, attach:

   a. A statement that the information on which your present group exemption letter is based applies to the new subordinates;
   b. A statement that each has given you written authorization to add its name to the roster;
   c. A list of those to which the Service previously issued exemption rulings or determination letters;
   d. A statement that none of the subordinates is a private foundation as defined in Section 509(a) of the Code if the group exemption letter covers organizations described in Section 501(c)(3);
   e. The street address of subordinates where the mailing address is a P.O. Box; and
   f. The information required by Revenue Procedure 75-50, 1975-2 C. B. 587 for each subordinate that is a school claiming exemption under Section 501(c)(3). Also include any other information necessary to establish that the school is complying with requirements of Revenue Ruling 71-447. 1971-2 C. B. 230. This is the same information required by Schedule A, Form 1023, Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code.

Evangelical Lutheran Church In America

4. If applicable, a statement that your group exemption roster did not change since your previous report.

The above information should be sent, "Attention: Entity Control Unit," to the following address:

Internal Revenue Service Center
Kansas City, Missouri 64999

This determination does not apply to any of your subsidiaries organized and operated in a foreign country.

We are enclosing a copy of Revenue Procedure 75-50. This sets forth guidelines and recordkeeping requirements for private schools recognized as exempt from Federal Income Tax under Section 501(c)(3) of the Code. You should advise those subordinates that operate schools of the requirement of this procedure.

The Service Center that processes your returns will send you a Group Exemption Number. You are required to include this number on each Form 990, Return of Organization Exempt from Income Tax and Form 990-T, Exempt Organization Business Income Tax Return. Please advise your subordinates of this requirement and provide them with the Group Exemption Number.

The prior group exemption letters of the following subordinates are superseded:

The American Lutheran Church, Lutheran Church in America, and Association of Evangelical Lutheran Churches.

Please notify each of the above subordinates that their exemption letter is superseded.

Sincerely yours,

R. S. Wintrode, Jr.
District Director

Internal Revenue Service

Department of the Treasury

Internal Revenue Service Center

Midwest Region
Kansas City, Missouri

2306 E. Bannister Rd., Kansas City, Mo. 64131

Evangelical Lutheran Church
In America
8765 W. Higgins Rd.
Chicago, Il. 60631

Person to Contact: Ms. Martha Ala

Telephone Number: (816) 926-5401

Refer Reply to: Entity Control Unit

Date: July 13, 1988

Group Exemption Number: 9386

Dear Officer or Trustee:

The four-digit Group Exemption Number (GEN) as shown above has been assigned to your organization. This number is not to be confused with the nine-digit Employer Identification Number (EIN) previously assigned to your organization.

Form 990 (Return of Organization Exempt from Income Tax) and instructions require each central organization and its subordinates to show their group exemption number (GEN) in Item G of Form 990 in addition to their EIN.

Please advise any of your subordinates that are required to file an annual information return, Form 990, to place your group exemption number on their return.

If you have any questions, please contact the person whose name and telephone number are shown above.

Thank you for your help in this matter.

Sincerely yours,

Doris Jean Johnson

Manager, Entity Control Unit

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Abundant Living Adult Day Services, Inc dba Trinity Living

2 Business name/disregarded entity name, if different from above
Trinity Living

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☑ Other (see instructions) ▶ **501(c)(3)**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
1416 S. Martin Luther King Jr Avenue

Requester's name and address (optional)

6 City, state, and ZIP code
Salisbury, NC 28144

7 List account number(s) here (optional)
Corporate Address - PO Box 947, Salisbury, NC 28145-0947

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

or

Employer identification number
5 6 – 1 8 8 4 6 5 2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 4/14/21

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Client#: 225263 71LUTHESER

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/13/2021

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

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

PRODUCER McGriff Insurance Services P. O. Box 1825 Statesville, NC 28687 704 878-3900	CONTACT NAME: PHONE (A/C, No, Ext): 704 878-3900 FAX (A/C, No): 8669238339 E-MAIL ADDRESS:
INSURED Lutheran Services for the Aging Inc PO Box 947 Salisbury, NC 28145-0947	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : TDC Specialty Insurance Company 34487 INSURER B : Amerisure Insurance Company 19488 INSURER C : Travelers Casualty & Surety Co of Amer 31194 INSURER D : Philadelphia Indemnity Insurance Co. 18058 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			LTP005611901	09/01/2020	09/01/2021	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
D	AUTOMOBILE LIABILITY			PHPK2174996	09/01/2020	09/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB OCCUR			LTX005621901	09/01/2020	09/01/2021	EACH OCCURRENCE	$5,000,000
	X EXCESS LIAB X CLAIMS-MADE						AGGREGATE	$5,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC208200209	04/01/2021	04/01/2022	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Professional Liab			LTP005611901	09/01/2020	09/01/2021	1,000,000/3,000,000	
C	Erisa Fidelity			105559649	04/01/2020	04/01/2022	500,000 Retention 0	
C	Employee Theft			105559649	04/01/2020	04/01/2022	500,000 Retention 5,000	

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

** Supplemental Name **
Lutheran Services for the Aging, Inc.
LSA Management, Inc.
dba Lutheran Services Carolinas
LSA Pharmacy, Inc.
(See Attached Descriptions)

CERTIFICATE HOLDER

Rowan County DSS
1813 E. Innes Street
Salisbury, NC 28146

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Steve C. Barbour

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ERWA

DESCRIPTIONS (Continued from Page 1)

Lutheran Home - Hickory West, Inc.
dba Trinity Ridge
Lutheran Home - Winston Salem, Inc.
dba Trinity Glen
Trinity Guardian
Lutheran Services Property, Inc.
Lutheran Retirement Center at Lutheridge Inc
dba Trinity View
Lutheran Retirement Center-Salisbury, Inc.
dba Trinity Oaks
Policy# BINDERLTP005611901 - : Abundant Living Adult Day Services, Inc.
dba Trinity Living Center
Lutheran Home Hickory West Property, Inc.
Lutheran Home Winston-Salem Property, Inc.
Lutheran Services for the Aging, Foundation Inc.
Lutheran Retirement Center-Wilmington, Inc.
Lutheran Home Albemarle Property, Inc.
Lutheran Home-Albemarle, Inc.
dba Trinity Place
Lutheran Home Hickory Property, Inc.
Lutheran Home-Hickory, Inc.
dba Trinity Village
Lutheran Home at Trinity Oaks Property, Inc.
Lutheran Home at Trinity Oaks Inc.
dba Trinity Oaks
Lutheran Home Wilmington Property, Inc.
LSA Elms at Tanglewood, Inc.
dba Trinity Elms
Lutheran Home - Wilmington, Inc.
dba Trinity Grove
LSA Elms Property, Inc.
Lutheran Home - Forsyth County, Inc.
dba Trinity Elms
LSA Therapy, Inc.
Lutheran Home - Forsyth County Property, Inc.
Lutheran Home Forsyth County Property
Trinity at Home Inc.
Lutheran Retirement Center-Clemmons, Inc.
dba Trinity Elms

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:	Kelly Natoli, Assistant County Manager/HR Director
DATE:	07-20-21
SUBJECT:	Contract Between DSS and Fresh Start Today

Attached please find a contract between DSS and Fresh Start Today, Inc. to provide therapeutic foster care services.

Please approve the attached contract.

ATTACHMENTS:

Description	Upload Date	Type
Contract	7/20/2021	Cover Memo

ROWAN COUNTY
NORTH CAROLINA
Be an original.

ROWAN COUNTY CONTRACT MEMORANDUM

TO: Aaron Church, Rowan County Manager
FROM: Micah Ennis, Director
DEPT: Social Services
DATE: 6/9/2021
SUBJECT: Fresh Start Today, Inc. Contract 22028

PURPOSE OF CONTRACT:
The vendor provides therapeutic foster care services to children that are in the custody of RCDSS.

CONTRACT CERTIFICATION

By submitting this memorandum, I agree that I have:

1. ***Read and understand the terms of the contract.***
2. ***To the best of my knowledge the terms, amount and activities surrounding this contract are compliant with North Carolina General Statutes, the Rowan County Purchasing Policy and any applicable regulations.***
3. ***I have secured and attached in MUNIS the Certificate of Insurance.***

Signature of Director

6/9/2021
DATE

Contract # Fiscal Year Begins 7/1/2021 Ends 6/30/2022

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and Fresh Start Today, Inc. (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is 83-4222772 and DUNS Number (required if funding from a federal funding source). H99030

1. **Contract Documents:** This Contract consists of the following documents:
   (1) This contract
   (2) The General Terms and Conditions (Attachment A)
   (3) The Scope of Work, description of services, and rate (Attachment B)
   (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
   (5) Conflict of Interest (Attachment D)
   (6) No Overdue Taxes (Attachment E)
   (7) Federal Certification Regarding Environmental Tobacco Smoke (Attachment F)
   (8) Federal Certification Regarding Lobbying (Attachment G)
   (9) Federal Certification Regarding Debarment (Attachment H)
   (10)*If applicable,* HIPAA Business Associate Addendum (checklist and forms)
   (11)Certification of Transportation (Attachment J)
   (12)*If applicable,* IRS federal tax exempt letter or 501 (c)(Attachment K) http://www.irs.gov/pub/irs-fill/k1023.pdf
   (13)Certain Reporting and Auditing Requirements (Attachment L)
   (14)State Certification (Attachment M)
   (15)Attachment N - Non-Discrimination, Clean Air, Clean Water
   (16) Contract Determination Questionnaire (required)

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

2. **Precedence among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

3. **Effective Period:** This contract shall be effective on 7/1/2021 and shall terminate on 6/30/2022, This contract must be twelve months or less.

4. **Contractor's Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

5. **County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed $ 150,000.00. This amount consists of $ in Federal funds (CFDA #), $ in State Funds, $ in County funds

   ☒ a. There are no matching requirements from the Contractor.

   ☐ b. The Contractor's matching requirement is $, which shall consist of:
   ☐ In-kind ☐ Cash
   ☐ Cash and In-kind ☐ Cash and/or In-kind

   The contributions from the Contractor shall be sourced from non-federal funds.
   The total contract amount including any Contractor match shall not exceed $150,000.00.

6. **Reversion of Funds:**
   Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

7. **Reporting Requirements:**
Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

8. **Payment Provisions:**

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

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

For the County:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Micah M. Ennis, Director	Name & Title	Micah M. Ennis, Director
County	Rowan	County	Rowan
Mailing Address	1813 East Innes Street	Street Address	1813 East Innes Street
City, State, Zip	Salisbury NC 28146	City, State, Zip	Salisbury NC 28146
Telephone	704.216.8422		
Fax	704.638.3041		
Email	Micah.Ennis@rowancountync.gov		

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Angela Johnson/ Owner, QP	Name & Title	Angela Johnson/ Owner, QP
Company Name	Fresh Start Today, Inc.	Company Name	Fresh Start Today, Inc.
Mailing Address	3707 Roseheim Ct.	Street Address	2212 Glenside Dr.
City State Zip	Greensboro, NC 27405	City State Zip	Greensboro, NC 27405
Telephone	336-303-5844		
Fax	336-370-6853		
Email	Freshstarttoday19@gmail.com		

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

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

(a) Implement adequate internal controls over disbursements;
(b) Pre-audit all vouchers presented for payment to determine:
- Validity and accuracy of payment
- Payment due date
- Adequacy of documentation supporting payment
- Legality of disbursement

(c) Assure adequate control of signature stamps/plates;
(d) Assure adequate control of negotiable instruments; and
(e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

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

13. **Federal Certifications:**
Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

14. **Specific Language Not Previously Addressed:**
(can be delted if not needed)

15. **Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

Signature — Date: 5/27/21

Printed Name: Ansela Johnson — Title: Owner / Director

COUNTY

Signature *(must be legally authorized to sign contracts for County DSS)* — Date: 6/9/2021

Printed Name: Micah Ennis — Title: Director

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

Signature of County Finance Officer — Date

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

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

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

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

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

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County, the State of North Carolina, and any of their officers, agents and employees, and Federal Government from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this contract to the extent permitted by law.

Default and Termination

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

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

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

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

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

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

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

Intellectual Property Rights

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

Compliance with Applicable Laws

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

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

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

Confidentiality

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

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

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

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

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

Oversight

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

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

Miscellaneous

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

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

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

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

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.

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

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

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

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

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

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

ATTACHMENT B – Scope of Work **Federal Tax Id. or SSN 83-4222772**
Contract #

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Fresh Start Today, Inc.
2. *If different* from Contract Administrator Information in General Contract:

Address

Telephone Number: 336-33-3844 Fax Number: Email: Freshstarttoday19@gmail.com

3. Name of Program (s):
4. Status: ☐ Public ☐ Private, Not for Profit ☒ Private, For Profit
5. Contractor's Financial Reporting Year July through June

B. Explanation of Services to be provided and to whom (include SIS Service Code):

See MUTUAL AGREEMENT SECTION

C. Rate per unit of Service (define the unit): Level 2 residential for males/0-4 becd, and emergency placement

1. If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)

Standard Board Rates	Monthly Rates		
	Age 0-5	Age 6-12	Age 13+
Foster Care Therapeutic Foster Care Residential Treatment (Level 2)	$475	$581	$634
Child Placing Agency	$1,433	$1,564	$1,638
Residential Child Caring Institution	$4,279	$4,437	$4,516
Standard Board and Treatment Rates	**Daily Rates**		
	Board	Treatment*	
Residential Treatment Level 3, 0-4 beds	$43	$232.88	
Residential Treatment Level 3, 5+ beds	$33	$189.75	
Residential Treatment Level 4, 0-4 beds	$43	$315.71	
Residential Treatment Level 4, 5+ beds	$40	$315.71	
*Treatment Rates set by DMA and are subject to change.			

2. Negotiated County Rate.
Additional county funds per individual client agreements.

D. Number of units to be provided: The number of applications submitted by the Rowan County DSS and accepted by the Contractor during each fiscal year shall equal the number of units provided.

E. Details of Billing process and Time Frames; Invoices are due to Rowan County DSS no later than the 3rd working day of the month and payment is issued no later than the 25th day of each month.

F. Area to be served/Delivery site(s): Rowan County clients at Contractor facilities

G. CHILD CARING INSTITUTIONS (CCIs) and the IV-E Federal Audit
CCI Contractor agrees to ensure that all employees have criminal record checks on file. CCI Contractor agrees to be responsible for any financial penalties applied to the County as a result of the CCI Contractor's failure to comply with federal or state licensure rules.

H. MUTUAL AGREEMENT

I. Both Parties Agree to:

1. Meet at least annually to review the outcome data and quality standards information, and as needed to address special projects or issues throughout the year.
2. Return all phone calls received within twenty-four (24) hours or by the end of the next business day.
3. Share all information needed to ensure a good match/appropriate placement.
4. Clearly communicate any concerns about the partnership with a problem-solving approach that prioritizes the best interest of the child and family being served.

II. Private Partner

Private Partner agrees to provide foster care services for children in the custody of County, and shall do the following:

Share Performance Data:

1. Provide data to the County annually or as needed for special projects or to address specific concerns.
2. Complete ***Quality Standards Tool*** and provide to the County annually. (see attached)
3. Complete ***Outcome Data Dashboard*** regarding Safety, Permanency, and Child Well-Being and provide aggregate data on an annual basis. (see attached)
4. Ensure records are accessible for review for monitoring services rendered and for financial audits.
5. Ensure records are accessible for research and evaluation. Upon request of County, Private Partner shall provide data about individual children for research and study.

Provide Services:

1. Provide foster care services, guided by an individualized permanency and/or treatment plan to be developed with the child's social worker within 30 days of admission.

2. Provide for each child's safety, shelter, emotional, nutritional, and basic everyday needs. Within reason and to be negotiated as needed, provide for personal hygiene items, school supplies, school field trips, extracurricular activities, photos, and yearbooks.
3. Within reason and to be negotiated as needed, maintain the child's clothing inventory, providing adequate and appropriate attire to meet the child's growth, wear/tear, seasonal, and educational needs. A clothing inventory at admission and a clothing inventory at discharge (adequate for transition to the next placement) shall be completed.
4. Participate in County-supervised visits between child and family.
5. Train and support foster parents in shared parenting with biological parents.
6. Provide transportation within 100 miles round trip to and from parental visits, school, and medical, dental, and therapy appointments if required.
7. Coordinate non-emergency, temporary respite care placements that have been approved by a child's County-assigned social worker.
8. For placements involving mental health treatment (Levels 2-4, PRTF), provide case management including development and maintenance of Person-Centered Plan and oversee requests for authorizations and reauthorizations.
9. Adhere to the County's policy/procedures regarding discipline of children in foster care.
10. Adhere to the County's procedures for applying for day care (if applicable).

Communication and Planning:

1. Notify County immediately when a child receives emergency care, is hospitalized, is placed in detention, or is absent/missing (e.g., on the run). Private Partner will also notify local authorities immediately upon discovering a child is missing.
2. When a child is transported to the hospital for an emergency psychiatric hospital assessment, accompany/supervise the child in the emergency room for up to 4 hours to allow County adequate travel and coordination time to respond to the event.
3. Communicate with the County monthly regarding each child's needs and progress in the program, unless more frequent communications are needed based on the specific circumstances.
4. Notify County of Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
5. With County, coordinate planning for any move of the child.
6. Work closely with County to develop a written transition plan within 7 business days prior to discharge from program.
7. Attend Permanency Planning Review meetings for each child. If attendance is not feasible, Private Partner will submit a written report prior to said meeting.
8. Attend court hearings and provide information to the court as needed. If attendance is not feasible, review report prior to court. Private Partner should provide a written summary to the court regarding each child's progress.
9. Provide County a minimum 30 day grace period prior to discharge of any child so that an appropriate subsequent placement can be secured. Shorter periods may be agreed upon if the Parties deem it necessary.

10. If Private Partner is the clinical home for the child: if after consultation with the County it is determined that continuation of the placement is not beneficial, provide 30 days notice to the County to arrange another more appropriate placement. Private Partner will continue meeting the child's clinical needs until another provider can assume clinical home responsibility for the child.
11. Discuss potential medication changes with the child's social worker, and provide written notification of medication changes or current medication list within 24 hours of changes, and upon discharge.
12. Provide a discharge summary within thirty (30) days of discharge, including history, course of treatment, progress in care, medications, and plan for the child.

III. County

The County shall retain custody of each child while the child is placed with the Private Partner, and shall do the following:

Share Information:

1. Provide the following for each child upon admission:
   a. Verification of current physical exam within the last 12 months and assist with scheduling of exam within 72 hours of placement.
   b. Social Security card (copy of).
   c. Medicaid card.
   d. Documentation of custody.
   e. Case history, including information regarding special court sanctions, treatment plans, and medical records.
   f. Out-of-home family services agreement.
   g. Psychological evaluation (if applicable).
   h. Immunization record.
   i. Visitation agreement (if applicable).
   j. Child Health Status Component (DSS-5125-II).
   k. Education Component (DSS-5245).
   l. Birth certificate (copy of).
   m. School enrollment letter (if applicable).
   n. A document outlining the financial criteria for each child. A signed copy of the document must be returned to the County in order for Private Partner to receive financial payment for the child. In the event of an emergency placement, the document will be provided to the Private Partner within seven (7) working days.
   o. Any other forms or information required by the Private Partner.

Provide Services:

1. Conduct regular, face-to-face visits with Private Partner on at least a monthly basis to review each child's progress toward meeting the goals of the out-of-home services agreement and treatment plan.
2. Conduct in-person visits with each child at least once a month in the placement provider's home.
3. Monitor and assure implementation of all aspects of a child's treatment plan, including court-ordered visitation by parent/guardian.
4. Enroll/withdraw the child in school.
5. Collaborate with Private Partner to support shared parenting between foster parents and children's biological parents.

Communication and Planning:

1. Coordinate required medical exams for each child and advise Private Partner of results.
2. If not provided at placement (due to emergency circumstances), share the out-of-home family services agreement for each child within 7 business days of when it is developed.
3. Share updated out-of-home family services agreement every six months or when the child or family's circumstances or needs change.
4. Maintain close communication with the Private Partner regarding treatment issues, changes in each child's family situation, child/family needs, and discharge planning for each child.
5. Attend Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
6. Provide a ten (10) day notice for all Permanency Planning Meetings and court dates, and notify Private Partner when the Permanency Plan changes.
7. Notify the child's parent/guardian and Guardian ad Litem when child will be moved or has been moved.
8. Plan for discharge in concert with the Private Partner's treatment team, providing a 7 business day advance notice prior to discharge.
9. Be available or have the supervisor or after hours staff respond to emergencies.

(Signature of County Authorized Person)

6/9/2021

(Date Submitted)

(Signature of Contractor)

5-27-21

(Date Submitted)

FEDERAL CERTIFICATIONS

The undersigned states that:

1. He or she is the duly authorized representative of the Contractor named below;

2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:

   a. The Certification Regarding Nondiscrimination;
   b. The Certification Regarding Drug-Free Workplace Requirements;
   c. The Certification Regarding Environmental Tobacco Smoke;
   d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
   e. The Certification Regarding Lobbying;

3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;

4. [Check the applicable statement]

   [✓] He or she **has completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has made, or has an agreement to make**, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;

   OR

   [ ] He or she **has not completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has not made**, and **has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.

5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Signature — Owner / Director — Title

Fresh Start Today, Inc — Contractor Name

5/27/21 — Date

[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]

I. Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

II. Certification Regarding Drug-Free Workplace Requirements

1. The Contractor certifies that it will provide a drug-free workplace by:

   a. Publishing a statement notifying 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 violation of such prohibition;

   b. Establishing a drug-free awareness program to inform employees about:

      i. The dangers of drug abuse in the workplace;

      ii. The Contractor's policy of maintaining a drug-free workplace;

      iii. Any available drug counseling, rehabilitation, and employee assistance programs; and

      iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

   c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);

   d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:

      i. Abide by the terms of the statement; and

      ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

   e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;

   f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:

      i. Taking appropriate personnel action against such an employee, up to and including termination; or

      ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

   g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Address

Street 2212 Glenside Dr

City, State, Zip Code Greensboro, NC 27405

Street

City, State, Zip Code

3. Contractor will inform the Department of any additional sites for performance of work under this agreement.

4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

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 $1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

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 subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to 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.

9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

1. **The prospective lower tier participant certifies,** by submission of this document, 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.

V. Certification Regarding Lobbying

The Contractor 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, 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 Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of $100,000.00 or more and that all subrecipients shall certify and disclose accordingly.

4. 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, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

1. Identify the status of the covered Federal action.

2. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

4. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

5. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

6. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

7. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

8. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.

9. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).

10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.

13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

Fresh Start Today, Inc.

Disclosure Of Lobbying Activities
(Approved by OMB 0344-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☑ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	☐ a. Bid/offer/application ☐ b. Initial Award ☐ c. Post-Award	☐ a. initial filing ☐ b. material change **For Material Change Only:** Year_____ Quarter_____ Date Of Last Report:_____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier (if known) _____ Congressional District (if known) _____	Congressional District (if known) _____
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number (if applicable) _____
8. Federal Action Number (if known)	9. Award Amount (if known) $
10. a. Name and Address of Lobbying Entity (*if individual, last name, first name, MI*): (*attach Continuation Sheet(s) SF-LLL-A, if necessary*)	b. Individuals Performing Services (*including address if different from No. 10a.*) (*last name, first name, MI*): (*attach Continuation Sheet(s) SF-LLL-A, if necessary*)
11. Amount of Payment (*check all that apply*): $ _____ actual planned	13. Type of Payment (*check all that apply*): ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____
12. Form of Payment (*check all that apply*): ☐ a. cash ☐ b. In-kind; specify: Nature _____ Value _____	

14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11(*attach Continuation Sheet(s) SF-LLL-A, if necessary*):

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: [signature]

Print Name: Angela Dunn

Title: Owner / Director

Telephone No: 336-305-5864 Date: 5/27/21

Federal Use Only	Authorized for Local Reproduction Standard Form - LLL

CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY

State of NORTH CAROLINA

County GUILFORD

I, CAROLINA MOREIRA ARAUJO, Notary Public for said County and State, certify that

ANGELA DORIAN JOHNSON personally appeared before me this day and acknowledged

that he/she is OWNER of FRESH START TODAY, INC
[name of Organization]

and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the 27 day of MAY, 2021.

Sworn to and subscribed before me this 27 day of MAY, 2021

(Official Seal)

CAROLINA MOREIRA ARAUJO
Notary Public
Guilford Co., North Carolina
My Commission Expires Oct. 10 2024

Notary Public

My Commission expires OCTOBER 10TH, 20 24

Instruction for Organization:

Sign and attach the following pages after adopted by the Board of Directors/Trustees or other governing body OR replace the following with the current adopted conflict of interest policy.

Fresh Start Today, Inc
Name of Organization

Signature of Organization Official

Conflict of Interest Policy Example

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. **Board Action** – When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

F. Violations of the Conflicts of Interest Policy -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

G. **Record of Conflict** – The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

##ContractorName## Fresh Start Today, Inc
Name of Organization

Signature of Organization Official

5/27/21
Date

State Grant Certification – No Overdue Tax Debts

Instructions: Grantee/Contractor should complete this certification for all state funds received. Entity should enter appropriate data in the yellow highlighted areas. The completed and signed form should be provided to the state agency funding the grant to be attached to the contract for the grant funds. A copy of this form, along with the completed contract, should be kept by the funding agency and available for review by the Office of State Budget and Management.

Note: If you have a contract that extends more than one state fiscal year, you will need to obtain an updated certification for each year of the contract.

Entity's Letterhead

[Date of Certification (mmddyyyy)]

To: State Agency Head and Chief Fiscal Officer

Certification:

We certify that the *[insert organization's name]* does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

Sworn Statement:

[Name of Board Chair] and [Name of Second Authorizing Official] being duly sworn, say that we are the Board Chair and [Title of the Second Authorizing Official], respectively, of [insert name of organization] of [City] in the State of [Name of State]; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Fresh Start Today, Inc (Greensboro, NC)
Board Chair

[Title of Second Authorizing Official]

CAROL[illegible]OREIRA ARAUJO
Notary Public
Guilford Co., North Carolina
My Commission Expires Oct. 10 2024

Sworn to and subscribed before me on the day of the date of said certification.

(Notary Signature and Seal)

My Commission Expires: OCTOBER 10th, 2024

If there are any questions, please contact the state agency that provided your grant. If needed, you may contact the North Carolina Office of State Budget and Management:
NCGrants@osbm.nc.gov-(919)807-4795

[1] G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."

MS&NCD Form 0008
Eff. July 1, 2005
Revised July 18, 2006, 7/07, 8/09, 9/11

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Rowan County Department of Social Services/Human Services

By execution of this Agreement the Contractor certifies that it will provide safe client transportation by:

1. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;

2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;

3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;

4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the Rowan County Department of Social Services;

5. Insuring that no more than one quarter of one percent of all trips be missed by the contractor during the course of the contract period; (*Medicaid only*)

6. Insuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month; (*Medicaid only*)

7. Contractor will maintain records documenting the following (*County may require contractor to provide):*
   a. Valid current copies of Drivers License for all drivers;
   b. Current valid Vehicle Registration, for all vehicles transporting clients;
   c. Driving records for all drivers for the past three years and with annual updates;
   d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
   e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.

8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs (*signature on this form confirms this statement*).

Signature — Owner / Director
Title

Fresh Start Today, Inc
Agency/Organization — 5/27/21
Date

(Certification signature should be same as Contract signature.)

ATTACHMENT K

What is a Private Non Profit Agency?

Answer: A private non profit is an organization that is incorporated under State law and whose purpose is not to make a profit, but rather to further a charitable, civic, religious, scientific, or other lawful purpose. The Secretary of State's office grants corporate status to organizations in North Carolina.

What is a 501(c)(3) designation?

Answer: When the agency becomes a state private non profit corporation, it can then apply for 501(c)(3) designation through the IRS. Once the IRS grants 501(c)(3) status, the organization is exempt from certain taxes and any donations to the charitable organization are tax deductible. Many individuals and organizations prefer to make donations to 501(c)(3) private non profits.

Who can obtain a 501(c)(3) designation?

Answer: Any organization or group can apply for 501(c)(3) status, provided their charter or mission focuses on the non profit's objective.

Another option is to apply for a 509(a)(1) status which falls under the 501(c)(3) umbrella. Being a 509(a)(1) designates an organization as a tax-free public charity that receives most of its support from a governmental unit or from the general public. Becoming a 509(a)(1) provides public recognition of tax-exempt status, advance assurance to donors of deductibility of contributions, exemption from certain State and federal taxes, and non profit mailing privileges. Organizations that typically qualify are churches, educational institutions, hospitals, and governmental units.

How does a Private Non Profit obtain Tax Exempt Status?

EO Web Site [www.irs.gov/eo]

IRS TE/GE Customer Service

You may direct technical and procedural questions concerning charities and other nonprofit organizations, including questions about your tax-exempt status and tax liability, to the IRS Tax Exempt and Government Entities Customer Account Services at (877) 829-5500 (toll-free number).

If you prefer to write, you may write at:

Internal Revenue Service
Exempt Organizations Determinations
P.O. Box 2508
Cincinnati, OH 45201

You may also contact the Taxpayer Advocate Service, an independent organization within the IRS that helps taxpayers resolve problems with the IRS and recommends changes that will prevent problems.

A private non profit must apply to the IRS for tax exempt status. To qualify, applicants must complete and submit to the IRS Form 1023. Once federal tax exempt status is granted, the private non profit applies for State tax exempt status by completing Form CD-435 and submitting it to the N. C. Department of Revenue.

What must a County Department of Social Services/Human Services do?

Answer: Verify the Tax Exempt Letter. Check date for expiration and check if current address of agency is reflected.

State Certifications

Contractor Certifications Required by North Carolina Law

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

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

Certifications

(1) **Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009)**, the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.

(2) **Pursuant to G.S. 143-48.5 and G.S. 143-133.3**, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov

(3) **Pursuant to G.S. 143-59.1(b)**, the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:

(a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**

(b) [check **one** of the following boxes]

☐ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**

☐ The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.

(4) **Pursuant to G.S. 143-59.2(b)**, the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.

(5) **Pursuant to G.S. 143B-139.6C**, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.

(6) The undersigned hereby certifies further that:

(a) He or she is a duly authorized representative of the Contractor named below;

(b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and

(c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1and -59.2 shall be guilty of a Class I felony.

Contractor's Name: Fresh Start Today, Inc

Contractor's Authorized Agent: Signature _____ Date 5/27/21

Printed Name Angela Johnson Title owner / Director

Witness: Signature _____ Date 5/27/2021

Printed Name CAROLINA MORETRA ARAUJO Title BANKER / NOTARY

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

ATTACHMENT N

Rowan County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).
The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit http://www.lep.gov.

Ensuring Equal Opportunity Access for Persons with Disabilities: **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.
DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (ITY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: http://www.ada.gov.

IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:

(i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and

(ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.

f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.

g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

Signature

Owner / Director
Title

Fresh Start Today, Inc
Agency/Organization

5-27-21
Date

(Certification signature should be same as Contract signature.)

FRESH-3

OP ID: GV

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/27/2021

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

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

PRODUCER Southeastern Agency Group,Inc. 1501 Highwoods Blvd., St # 402 Greensboro, NC 27410 John Suggs 336-232-0204	CONTACT NAME: Glenda Wills PHONE (A/C, No, Ext): 336-232-0204 FAX (A/C, No): 336-218-7487 E-MAIL ADDRESS: gwills@sagnc.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Risk Placement Services-CHC
INSURED Fresh Start Today Inc.DBA Glenside Home DBA Glenside Home 3707 Roseheim Ct. Greensboro, NC 27405	INSURER B : Stonewood Insurance Company — 11828
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			99A6CP0000385	03/27/2021	03/27/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X prof /abuse						MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 3,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS			99A6CA0000850	03/27/2021	03/27/2022	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A		WC100 0090921	05/08/2021	05/08/2022	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	prof liability retro date 3/27/20			99A6PL0000794	03/27/2021	03/27/2022	aggregate occurrenc	3,000,000 1,000,000

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

Certificate holder is named as Additional Insured in regards to general and professional liability as required by written contract.

email: Carla.Whaley@rowancountync.gov

CERTIFICATE HOLDER

ROWANCO

Rowan County Department
of Social Services
ATTN: Carla Whaley
1813 E. Innes Street
Salisbury, NC 28146

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
John Suggs

John Suggs

ACORD 25 (2016/03)

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FRESH-3 OP ID: GW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/27/2021

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

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PRODUCER 336-232-0204 Southeastern Agency Group,Inc. 1501 Highwoods Blvd., St # 402 Greensboro, NC 27410 John Suggs	CONTACT NAME: Glenda Wills PHONE (A/C, No, Ext): 336-232-0204 FAX (A/C, No): 336-218-7487 E-MAIL ADDRESS: gwills@sagnc.com
	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Risk Placement Services-CHC INSURER B: Stonewood Insurance Company — 11828 INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Fresh Start Today Inc.DBA Glenside Home DBA Glenside Home 3707 Roseheim Ct. Greensboro, NC 27405	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			99A6CP0000385	03/27/2021	03/27/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X prof /abuse						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			99A6CA0000850	03/27/2021	03/27/2022	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A		WC100 0000821	05/08/2021	05/08/2022	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	prof liability			99A6PL0000794	03/27/2021	03/27/2022	aggregate	3,000,000
	retro date 3/27/20						occurrenc	1,000,000

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

Certificate holder is named as Additional Insured in regards to general and professional liability as required by written contract.

email: Carla.Whaley@rowancountync.gov

CERTIFICATE HOLDER

ROWANCO

Rowan County Department
of Social Services
ATTN: Carla Whaley
1813 E. Innes Street
Salisbury, NC 28146

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
John Suggs

John Suggs

ACORD 25 (2016/03)

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ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:	Kelly Natoli, Assistant County Manager/HR Director
DATE:	07-20-21
SUBJECT:	Contract Between DSS and The Church of God Children's Home of NC, Inc.

Attached please find a contract between DSS and The Church of God Children's Home of NC, Inc. to provide therapeutic foster care services.

Please approve the attached contract.

ATTACHMENTS:

Description	Upload Date	Type
Contract	7/20/2021	Backup Material

ROWAN COUNTY
NORTH CAROLINA
Be an original.

ROWAN COUNTY CONTRACT MEMORANDUM

TO: Aaron Church, Rowan County Manager
FROM: Micah Ennis, Interim Director
DEPT: Social Services
DATE: 7/14/2021
SUBJECT: The Church of God Children's Home of NC, Inc. 22060

PURPOSE OF CONTRACT:
The vendor provides therapeutic foster care to children who are placed in the custody of RCDSS.

CONTRACT CERTIFICATION

By submitting this memorandum, I agree that I have:
1. Read and understand the terms of the contract.
2. To the best of my knowledge the terms, amount and activities surrounding this contract are compliant with North Carolina General Statutes, the Rowan County Purchasing Policy and any applicable regulations.
3. I have secured and attached in MUNIS the Certificate of Insurance.

Signature of Director — DATE 5/4/2021

Contract # Fiscal Year Begins 7/1/2021 Ends 6/30/2022

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and The Church of God Children`s Home of North Carolina, Inc. (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is 56-0599234 and DUNS Number (required if funding from a federal funding source). 095-468-450

1. **Contract Documents:** This Contract consists of the following documents:
   (1) This contract
   (2) The General Terms and Conditions (Attachment A)
   (3) The Scope of Work, description of services, and rate (Attachment B)
   (4) Combined Federal Certifications (Attachment C)
   (5) Conflict of Interest Policy (Attachment D)
   (6) No Overdue Taxes (Attachment E)
   (7) *If applicable,* HIPAA Business Associate Addendum (checklist and forms) (Attachment I)
   (8) Certification of Transportation (Attachment J)
   (9) *If applicable,* IRS federal tax exempt letter or 501(c)3 (Attachment K) http://www.irs.gov/pub/irs-fill/k1023.pdf
   (10)Certain Reporting and Auditing Requirements (Attachment L)
   (11)State Certification (Attachment M)
   (12)Attachment N - Non-Discrimination, Clean Air, Clean Water
   (16) Contract Determination Questionnaire (required)

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

2. **Precedence among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

3. **Effective Period:** This contract shall be effective on7/1/2021 and shall terminate on 6/30/2022,
   This contract must be twelve months or less.

4. **Contractor's Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

5. **County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed $ 240,000.00. This amount consists of $ in Federal funds (CFDA #), $ in State Funds, $ in County funds

   ☒ a. There are no matching requirements from the Contractor.

   ☐ b. The Contractor's matching requirement is $, which shall consist of:
   ☐ In-kind ☐ Cash
   ☐ Cash and In-kind ☐ Cash and/or In-kind

   The contributions from the Contractor shall be sourced from non-federal funds.
   The total contract amount including any Contractor match shall not exceed $240,000.00.

6. **Reversion of Funds:**
   Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

7. **Reporting Requirements:**
Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

8. **Payment Provisions:**

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

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

For the County:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name & Title Micah M. Ennis, Director County Rowan Mailing Address 1813 East Innes Street City, State, Zip Salisbury NC 28146 Telephone 704.216.8422 Fax 704.638.3041 Email Micah.Ennis@rowancountync.gov	Name & Title Micah M. Ennis, Director County Rowan Street Address 1813 East Innes Street City, State, Zip Salisbury NC 28146

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name & Title Kenneth Hudson/Executive Director Company Name The Church of God Children`s Home of North Carolina, Inc. Mailing Address 3485 Orphanage Circle City State Zip Concord, NC 28027 Telephone 704-788-1164 Fax 704-788-3722 Email director@cogch.org; treasurer@cogch.org	Name & Title Kenneth Hudson/Executive Director Company Name The Church of God Children`s Home of North Carolina, Inc. Street Address 3485 Orphanage Circle City State Zip Concord, NC 28027

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

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

(a) Implement adequate internal controls over disbursements;
(b) Pre-audit all vouchers presented for payment to determine:
- Validity and accuracy of payment
- Payment due date
- Adequacy of documentation supporting payment
- Legality of disbursement

(c) Assure adequate control of signature stamps/plates;
(d) Assure adequate control of negotiable instruments; and
(e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

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

13. **Federal Certifications:**
Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

14. **Specific Language Not Previously Addressed:**
(can be delted if not needed)

15. **Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

Signature — Date: 4-1-2021

KENNETH HUDSON — Printed Name

EXECUTIVE DIRECTOR — Title

COUNTY

Signature *(must be legally authorized to sign contracts for County DSS)* — Date: 4/27/2021

Micah Ennis — Printed Name

Director — Title

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

Signature of County Finance Officer — Date

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

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

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

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

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

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County, the State of North Carolina, and any of their officers, agents and employees, and Federal Government from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this contract to the extent permitted by law.

Default and Termination

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

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

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

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

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

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

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

Intellectual Property Rights

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

Compliance with Applicable Laws

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

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

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

Confidentiality

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

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

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

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

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

Oversight

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

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

Miscellaneous

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

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

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

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

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.

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

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

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

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

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

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

ATTACHMENT B – Scope of Work **Federal Tax Id. or SSN 56-0599234**
Contract #

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: The Church of God Children`s Home of North Carolina, Inc.

2. *If different* from Contract Administrator Information in General Contract:

Address

Telephone Number: Fax Number: Email:

3. Name of Program (s):

4. Status: ☐ Public ☒ Private, Not for Profit ☐ Private, For Profit

5. Contractor's Financial Reporting Year October through September

B. Explanation of Services to be provided and to whom (include SIS Service Code):

See MUTUAL AGREEMENT SECTION

C. Rate per unit of Service (define the unit): Level 1

1. If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)

Standard Board Rates	Monthly Rates		
	Age 0-5	Age 6-12	Age 13+
Foster Care Therapeutic Foster Care Residential Treatment (Level 2)	$475	$581	$634
Child Placing Agency	$1,433	$1,564	$1,638
Residential Child Caring Institution	$4,279	$4,437	$4,516
Standard Board and Treatment Rates	**Daily Rates**		
	Board	Treatment*	
Residential Treatment Level 3, 0-4 beds	$43	$232.88	
Residential Treatment Level 3, 5+ beds	$33	$189.75	
Residential Treatment Level 4, 0-4 beds	$43	$315.71	
Residential Treatment Level 4, 5+ beds	$40	$315.71	
*Treatment Rates set by DMA and are subject to change.			

2. Negotiated County Rate.
Additional county funds per individual client agreements.

D. Number of units to be provided: The number of applications submitted by the Rowan County DSS and accepted by the Contractor during each fiscal year shall equal the number of units provided.

E. Details of Billing process and Time Frames; Invoices are due to Rowan County DSS no later than the 3rd working day of the month and payment is issued no later than the 25th day of each month.

F. Area to be served/Delivery site(s): Rowan County clients at Contractor facilities

G. CHILD CARING INSTITUTIONS (CCIs) and the IV-E Federal Audit
CCI Contractor agrees to ensure that all employees have criminal record checks on file. CCI Contractor agrees to be responsible for any financial penalties applied to the County as a result of the CCI Contractor's failure to comply with federal or state licensure rules.

H. MUTUAL AGREEMENT

I. Both Parties Agree to:

1. Meet at least annually to review the outcome data and quality standards information, and as needed to address special projects or issues throughout the year.
2. Return all phone calls received within twenty-four (24) hours or by the end of the next business day.
3. Share all information needed to ensure a good match/appropriate placement.
4. Clearly communicate any concerns about the partnership with a problem-solving approach that prioritizes the best interest of the child and family being served.

II. Private Partner

Private Partner agrees to provide foster care services for children in the custody of County, and shall do the following:

Share Performance Data:

1. Provide data to the County annually or as needed for special projects or to address specific concerns.
2. Complete ***Quality Standards Tool*** and provide to the County annually. (see attached)
3. Complete ***Outcome Data Dashboard*** regarding Safety, Permanency, and Child Well-Being and provide aggregate data on an annual basis. (see attached)
4. Ensure records are accessible for review for monitoring services rendered and for financial audits.
5. Ensure records are accessible for research and evaluation. Upon request of County, Private Partner shall provide data about individual children for research and study.

Provide Services:

1. Provide foster care services, guided by an individualized permanency and/or treatment plan to be developed with the child's social worker within 30 days of admission.

2. Provide for each child's safety, shelter, emotional, nutritional, and basic everyday needs. Within reason and to be negotiated as needed, provide for personal hygiene items, school supplies, school field trips, extracurricular activities, photos, and yearbooks.
3. Within reason and to be negotiated as needed, maintain the child's clothing inventory, providing adequate and appropriate attire to meet the child's growth, wear/tear, seasonal, and educational needs. A clothing inventory at admission and a clothing inventory at discharge (adequate for transition to the next placement) shall be completed.
4. Participate in County-supervised visits between child and family.
5. Train and support foster parents in shared parenting with biological parents.
6. Provide transportation within 100 miles round trip to and from parental visits, school, and medical, dental, and therapy appointments if required.
7. Coordinate non-emergency, temporary respite care placements that have been approved by a child's County-assigned social worker.
8. For placements involving mental health treatment (Levels 2-4, PRTF), provide case management including development and maintenance of Person-Centered Plan and oversee requests for authorizations and reauthorizations.
9. Adhere to the County's policy/procedures regarding discipline of children in foster care.
10. Adhere to the County's procedures for applying for day care (if applicable).

Communication and Planning:

1. Notify County immediately when a child receives emergency care, is hospitalized, is placed in detention, or is absent/missing (e.g., on the run). Private Partner will also notify local authorities immediately upon discovering a child is missing.
2. When a child is transported to the hospital for an emergency psychiatric hospital assessment, accompany/supervise the child in the emergency room for up to 4 hours to allow County adequate travel and coordination time to respond to the event.
3. Communicate with the County monthly regarding each child's needs and progress in the program, unless more frequent communications are needed based on the specific circumstances.
4. Notify County of Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
5. With County, coordinate planning for any move of the child.
6. Work closely with County to develop a written transition plan within 7 business days prior to discharge from program.
7. Attend Permanency Planning Review meetings for each child. If attendance is not feasible, Private Partner will submit a written report prior to said meeting.
8. Attend court hearings and provide information to the court as needed. If attendance is not feasible, review report prior to court. Private Partner should provide a written summary to the court regarding each child's progress.
9. Provide County a minimum 30 day grace period prior to discharge of any child so that an appropriate subsequent placement can be secured. Shorter periods may be agreed upon if the Parties deem it necessary.

10. If Private Partner is the clinical home for the child: if after consultation with the County it is determined that continuation of the placement is not beneficial, provide 30 days notice to the County to arrange another more appropriate placement. Private Partner will continue meeting the child's clinical needs until another provider can assume clinical home responsibility for the child.
11. Discuss potential medication changes with the child's social worker, and provide written notification of medication changes or current medication list within 24 hours of changes, and upon discharge.
12. Provide a discharge summary within thirty (30) days of discharge, including history, course of treatment, progress in care, medications, and plan for the child.

III. County

The County shall retain custody of each child while the child is placed with the Private Partner, and shall do the following:

Share Information:

1. Provide the following for each child upon admission:
    a. Verification of current physical exam within the last 12 months and assist with scheduling of exam within 72 hours of placement.
    b. Social Security card (copy of).
    c. Medicaid card.
    d. Documentation of custody.
    e. Case history, including information regarding special court sanctions, treatment plans, and medical records.
    f. Out-of-home family services agreement.
    g. Psychological evaluation (if applicable).
    h. Immunization record.
    i. Visitation agreement (if applicable).
    j. Child Health Status Component (DSS-5125-II).
    k. Education Component (DSS-5245).
    l. Birth certificate (copy of).
    m. School enrollment letter (if applicable).
    n. A document outlining the financial criteria for each child. A signed copy of the document must be returned to the County in order for Private Partner to receive financial payment for the child. In the event of an emergency placement, the document will be provided to the Private Partner within seven (7) working days.
    o. Any other forms or information required by the Private Partner.

Provide Services:

1. Conduct regular, face-to-face visits with Private Partner on at least a monthly basis to review each child's progress toward meeting the goals of the out-of-home services agreement and treatment plan.
2. Conduct in-person visits with each child at least once a month in the placement provider's home.
3. Monitor and assure implementation of all aspects of a child's treatment plan, including court-ordered visitation by parent/guardian.
4. Enroll/withdraw the child in school.
5. Collaborate with Private Partner to support shared parenting between foster parents and children's biological parents.

Communication and Planning:

1. Coordinate required medical exams for each child and advise Private Partner of results.
2. If not provided at placement (due to emergency circumstances), share the out-of-home family services agreement for each child within 7 business days of when it is developed.
3. Share updated out-of-home family services agreement every six months or when the child or family's circumstances or needs change.
4. Maintain close communication with the Private Partner regarding treatment issues, changes in each child's family situation, child/family needs, and discharge planning for each child.
5. Attend Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
6. Provide a ten (10) day notice for all Permanency Planning Meetings and court dates, and notify Private Partner when the Permanency Plan changes.
7. Notify the child's parent/guardian and Guardian ad Litem when child will be moved or has been moved.
8. Plan for discharge in concert with the Private Partner's treatment team, providing a 7 business day advance notice prior to discharge.
9. Be available or have the supervisor or after hours staff respond to emergencies.

(Signature of County Authorized Person)

4/27/2021

(Date Submitted)

(Signature of Contractor)

4-1-2021

(Date Submitted)

The Church of God Children`s Home of North Carolina, Inc.

FEDERAL CERTIFICATIONS

The undersigned states that:

1. He or she is the duly authorized representative of the Contractor named below;

2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:

   a. The Certification Regarding Nondiscrimination;
   b. The Certification Regarding Drug-Free Workplace Requirements;
   c. The Certification Regarding Environmental Tobacco Smoke;
   d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
   e. The Certification Regarding Lobbying;

3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;

4. [Check the applicable statement]

   [ ] He or she **has completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has made, or has an agreement to make**, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;

   OR

   [X] He or she **has not completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has not made**, and **has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.

5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

EXECUTIVE DIRECTOR
Title

Signature

CHURCH OF GOD CHILDREN'S HOME OF NC, INC.
Contractor Name

4-1-2021
Date

[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]

I. Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

II. Certification Regarding Drug-Free Workplace Requirements

1. The Contractor certifies that it will provide a drug-free workplace by:

   a. Publishing a statement notifying 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 violation of such prohibition;

   b. Establishing a drug-free awareness program to inform employees about:

      i. The dangers of drug abuse in the workplace;

      ii. The Contractor's policy of maintaining a drug-free workplace;

      iii. Any available drug counseling, rehabilitation, and employee assistance programs; and

      iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

   c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);

   d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:

      i. Abide by the terms of the statement; and

      ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

   e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;

   f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:

      i. Taking appropriate personnel action against such an employee, up to and including termination; or

      ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

   g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

   Address

   Street 3485 ORPHANAGE CIRCLE

   City, State, Zip Code CONCORD, NC 28027

   Street _____

   City, State, Zip Code _____

3. Contractor will inform the Department of any additional sites for performance of work under this agreement.

4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

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 $1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

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 subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to 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.

9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

1. **The prospective lower tier participant certifies,** by submission of this document, 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.

V. Certification Regarding Lobbying

The Contractor 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, 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 Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of $100,000.00 or more and that all subrecipients shall certify and disclose accordingly.

4. 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, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

1. Identify the status of the covered Federal action.

2. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

4. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

5. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

6. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

7. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

8. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.

9. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).

10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.

13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

The Church of God Children`s Home of North Carolina, Inc.

Disclosure Of Lobbying Activities
(Approved by OMB 0344-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	☐ a. Bid/offer/application ☐ b. Initial Award ☐ c. Post-Award	☐ a. initial filing ☐ b. material change **For Material Change Only:** Year_____ Quarter_____ Date Of Last Report:_____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier (if known) _____ Congressional District (if known) _____	Congressional District (if known) _____
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number (if applicable) _____
8. Federal Action Number (if known)	9. Award Amount (if known) $
10. a. Name and Address of Lobbying Entity (*if individual, last name, first name, MI*): (*attach Continuation Sheet(s) SF-LLL-A, if necessary*)	b. Individuals Performing Services (*including address if different from No. 10a.*) (*last name, first name, MI*): (*attach Continuation Sheet(s) SF-LLL-A, if necessary*)
11. Amount of Payment (*check all that apply*): $ _____ actual planned	13. Type of Payment (*check all that apply*): ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____
12. Form of Payment (*check all that apply*): ☐ a. cash ☐ b. In-kind; specify: Nature _____ Value _____	

14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11(*attach Continuation Sheet(s) SF-LLL-A, if necessary*):

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____

Federal Use Only	Authorized for Local Reproduction Standard Form - LLL

HOME Children Churches Community

Church of God Children's Home of North Carolina

CONFLICT OF INTEREST

SECTION 1. PURPOSE:

Church of God Children's Home of NC, Inc. is a nonprofit, tax-exempt organization. Maintenance of its tax-exempt status is important both for its continued financial stability and for public support. Therefore, the IRS as well as state regulatory and tax officials view the operations of Church of God Children's Home of NC, Inc. as a public trust, which is subject to scrutiny by and accountable to such governmental authorities as well as to members of the public.

Consequently, there exists between Church of God Children's Home of NC, Inc. and its board, officers, and management employees and the public a fiduciary duty, which carries with it a broad and unbending duty of loyalty and fidelity. The board, officers, and management employees have the responsibility of administering the affairs of Church of God Children's Home of NC, Inc. honestly and prudently, and of exercising their best care, skill, and judgment for the sole benefit of Church of God Children's Home of NC, Inc. Those persons shall exercise the utmost good faith in all transactions involved in their duties, and they shall not use their positions with Church of God Children's Home of NC, Inc. or knowledge gained therefrom for their personal benefit. The interests of the organization must be the first priority in all decisions and actions.

SECTION 2. PERSONS CONCERNED:

This statement is directed not only to directors and officers, but to all employees who can influence the actions of Church of God Children's Home of NC, Inc. For example, this would include all who make purchasing decisions, all persons who might be described as "management personnel," and anyone who has proprietary information concerning Church of God Children's Home of NC, Inc.

SECTION 3. AREAS IN WHICH CONFLICT MAY ARISE:

Conflicts of interest may arise in the relations of directors, officers, and management employees with any of the following third parties:

1. Persons and firms supplying goods and services to Church of God Children's Home of NC, Inc.

Board approval

2. Persons and firms from whom Church of God Children's Home of NC, Inc. leases property and equipment.
3. Persons and firms with whom Church of God Children's Home of NC, Inc. is dealing or planning to deal in connection with the gift, purchase or sale of real estate, securities, or other property.
4. Competing or affinity organizations.
5. Donors and others supporting Church of God Children's Home of NC, Inc.
6. Agencies, organizations, and associations which affect the operations of Church of God Children's Home of NC, Inc.
7. Family members, friends, and other employees.

SECTION 4. NATURE OF CONFLICTING INTEREST:

A conflicting interest may be defined as an interest, direct or indirect, with any persons or firms mentioned in Section 3. Such an interest might arise through:
1. Owning stock or holding debt or other proprietary interests in any third party dealing with Church of God Children's Home of NC, Inc.
2. Holding office, serving on the board, participating in management, or being otherwise employed (or formerly employed) with any third party dealing with Church of God Children's Home of NC, Inc.
3. Receiving remuneration for services with respect to individual transactions involving Church of God Children's Home of NC, Inc.
4. Using Church of God Children's Home of NC, Inc.'s time, personnel, equipment, supplies, or good will for other than Church of God Children's Home of NC, Inc. approved activities, programs, and purposes.
5. Receiving personal gifts or loans from third parties dealing or competing with Church of God Children's Home of NC, Inc. Receipt of any gift is disapproved except gifts of a value less than $50, which could not be refused without discourtesy. No personal gift of money should ever be accepted.

SECTION 5. INTERPRETATION OF THIS STATEMENT OF POLICY:

The areas of conflicting interest listed in Section 3, and the relations in those areas which may give rise to conflict, as listed in Section 4, are not exhaustive. Conflicts might arise in other areas or through other relations. It is assumed that the directors, officers, and management employees will recognize such areas and relation by analogy.

The fact that one of the interests described in Section 4 exists does not necessarily mean that a conflict exists, or that the conflict, if it exists, is material enough to be of practical importance, or if material, that upon full disclosure of all relevant facts and circumstances it is necessarily adverse to the interests of Church of God Children's Home of NC, Inc.

However, it is the policy of the board that the existence of any of the interests described in Section 4 shall be disclosed before any transaction is consummated. It shall be the continuing responsibility of the board, officers, and management employees to scrutinize their transactions and outside business interests and relationships for potential conflicts and to immediately make such disclosures.

SECTION 6. DISCLOSURE POLICY AND PROCEDURE:

Transactions with parties with whom a conflicting interest exists may be undertaken only if all of the following are observed:

1. The conflicting interest is fully disclosed;
2. The person with the conflict of interest is excluded from the discussion and approval of such transaction;
3. A competitive bid or comparable valuation exists; and
4. The board (or a duly constituted committee thereof), has determined that the transaction is in the best interest of the organization.

Disclosure in the organization should be made to the chief executive officer (or if she or he is the one with the conflict, then to the board chair), who shall bring the matter to the attention of the board (or a duly constituted committee thereof). Disclosure involving directors should be made to the board chair, (or if she or he is the one with the conflict, then to the board vice-chair) who shall bring these matters to the board (or a duly constituted committee thereof).

The board (or a duly constituted committee thereof) shall determine whether a conflict exists and in the case of an existing conflict, whether the contemplated transaction may be authorized as just, fair, and reasonable to Church of God Children's Home of NC, Inc. The decision of the board (or a duly constituted committee thereof) on these matters will rest in their sole discretion, and their concern must be the welfare of Church of God Children's Home of NC, Inc. and the advancement of its purpose.

DISCLOSURE STATEMENT

Preliminary note: In order to be more comprehensive, this statement of disclosure/questionnaire also requires you to provide information with respect to certain parties that are related to you. These persons are termed "affiliated persons" and include the following:

a) your spouse, child, mother, father, brother or sister;
b) any corporation or organization of which you are a board member, an officer, a partner, participate in management or are employed by, or are, directly or indirectly, a debt holder or the beneficial owner of any class of equity securities; and
c) any trust or other estate in which you have a substantial beneficial interest or as to which you serve as a trustee or in a similar capacity.

1. NAME OF EMPLOYEE OR BOARD MEMBER: (Please print)

KENNETH HUDSON

2. CAPACITY:

_____board of directors
_____executive committee
__X__officer
_____committee member
_____staff (position):

3. Have you or any of your affiliated persons provided services or property to Church of God Children's Home of NC, Inc. in the past year?

_____YES __X__NO

If yes, please describe the nature of the services or property and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

_____

_____

_____

4. Have you or any of your affiliated persons purchased services or property from Church of God Children's Home of NC, Inc. in the past year?

_____YES __X__NO

If yes, please describe the purchased services or property and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

5. Please indicate whether you or any of your affiliated persons had any direct or indirect interest in any business transaction(s) in the past year to which Church of God Children's Home of NC, Inc. was or is a party?'

_____YES __X__NO

If yes, describe the transaction(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

6. Were you or any of your affiliated persons indebted to pay money to Church of God Children's Home of NC, Inc. at any time in the past year (other than travel advances or the like)?

_____YES__X__NO

If yes, please describe the indebtedness and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

7. In the past year, did you or any of your affiliated persons receive, or become entitled to receive, directly or indirectly, any personal benefits from Church of God Children's Home of NC, Inc. or as a result of your relationship with Church of God Children's Home of NC, Inc., that in the aggregate could be valued in excess of $1,000, that were not or will not be compensation directly related to your duties to Church of God Children's Home of NC, Inc.?

_____YES __X__NO

If yes, please describe the benefit(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

8. Are you or any of your affiliated persons a party to or have an interest in any pending legal proceedings involving Church of God Children's Home of NC, Inc.?

____YES__X__NO

If yes, please describe the proceeding(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

_____

_____

_____

9. Are you aware of any other events, transactions, arrangements or other situations that have occurred or may occur in the future that you believe should be examined by Church of God Children's Home of NC, Inc.'s board or a duly constituted committee thereof in accordance with the terms and intent of Church of God Children's Home of NC, Inc.'s conflict of interest policy?

____YES__X__NO

If yes, please describe the situation(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

_____

_____

_____

I HERBY CONFIRM that I have read and understand Church of God Children's Home of NC, Inc.'s Conflict of Interest Policy and that my responses to the above questions are complete and correct to the best of my information and belief. I agree that if I become aware of any information that might indicate that this disclosure is inaccurate or that I have not complied with this policy, I will notify designated officer or director immediately.

_____ 6/16/2020

Signature Date

Sworn to and subscribed before me on this day June 16, 2020.

_____ My commission expires: 12-30-2024

Notary Public

02/02/2009 Board approval

GIFT POLICY

As part of its Conflict of Interest Policy, Church of God Children's Home of NC, Inc. requires that directors, officers and employees decline to accept certain gifts, consideration or remuneration from individuals or companies that seek to do business with Church of God Children's Home of NC, Inc. or are a competitor of it. This policy and disclosure form are intended to implement that prohibition on gifts.

Section 1.
"Responsible Person" is any person serving as an officer, employee or a member of the board of directors of Church of God Children's Home of NC, Inc.

Section 2.
"Family Member" is a spouse, parent, child or spouse of a child, or a brother, sister, or spouse of a brother or sister, of a Responsible Person.

Section 3.
"Contract or Transaction" is any agreement or relationship involving the sale or purchase of goods, services or rights of any kind, receipt of a loan or grant, or the establishment of any other pecuniary relationship. The making of a gift to Church of God Children's Home of NC, Inc. is not a "contract" or "transaction."

Section 4.
Prohibited gifts, gratuities and entertainment. Except as approved by the Chairman of the Board or his designee or for gifts of a value less than $50 which could not be refused without discourtesy, no Responsible Person or Family Member shall accept gifts, entertainment or other favors from any person or entity which:

1. Does or seeks to do business with Church of God Children's Home of NC, Inc. or,
2. Does or seeks to compete with Church of God Children's Home of NC, Inc. or,
3. Has received, is receiving, or is seeking to receive a Contract or Transaction with Church of God Children's Home of NC, Inc.

I certify that I have read the above policy concerning gifts, and I agree that I will not accept gifts, entertainment or other favors from any individual or entity, which would be prohibited by the above policy. Following my initial statement, I agree to provide a signed statement at the end of each calendar year certifying that I have not received any such gifts, entertainment or other favors during the preceding year.

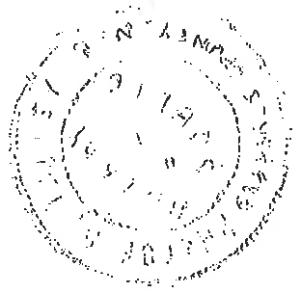
Signature

6/16/2020
Date

Sworn to and subscribed before me on this day June 16, 2020.

Notary Public

My commission expires: 12-30-2024



02/02/2009 Board approval

The Church of God Children's Home of North Carolina, Inc.

CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY

State of NORTH CAROLINA

County CABARRUS

I, PHOEBE S. TALLEY, Notary Public for said County and State, certify that

KENNETH HUDSON personally appeared before me this day and acknowledged

that he/she is EXECUTIVE DIRECTOR of CHURCH OF GOD CHILDREN'S HOME OF NC, INC. [name of Organization]

and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the 2 day of FEBRUARY, 2009.

Sworn to and subscribed before me this 1 day of APRIL, 2021.

Phoebe S. Talley
(Official Seal)

Notary Public

My Commission expires DECEMBER 30, 2024

Instruction for Organization:
Sign and attach the following pages after adopted by the Board of Directors/Trustees or other governing body OR replace the following with the current adopted conflict of interest policy.

CHURCH OF GOD CHILDREN'S HOME OF NC, INC
Name of Organization

Signature of Organization Official

704 788-1164

HOME Children Churches Community

Church of God Children's Home of North Carolina

Attachment E – Overdue Tax Letter

OVERDUE TAXES

March 2, 2021

To: Rowan County

Certification:

I certify that the Church of God Children's Home of NC, Inc. does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the Federal, State or local level. I further understand that any person who makes a false Statement in violation of N.C.G.S. 143C-6-23c is guilty of a criminal offense punishable as provided by N.C.G.S. 143C-10-1b.

Sworn Statement:

Kenneth Hudson, being duly sworn, says that I am Executive Director of the Church of God Children's Home of NC, Inc. in Concord, NC; and that the foregoing certification is true, accurate and complete to the best of my knowledge and was made and subscribed by me. I also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Executive Director

Sworn to and subscribed before me on the day of the date of said certification.

(Notary Signature and Seal)

My commission expires: 12-30-2024

G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement.

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Rowan County Department of Social Services/Human Services

By execution of this Agreement the Contractor certifies that it will provide safe client transportation by:

1. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;

2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;

3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;

4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the Rowan County Department of Social Services;

5. Insuring that no more than one quarter of one percent of all trips be missed by the contractor during the course of the contract period; (*Medicaid only*)

6. Insuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month; (*Medicaid only*)

7. Contractor will maintain records documenting the following (*County may require contractor to provide):*
   a. Valid current copies of Drivers License for all drivers;
   b. Current valid Vehicle Registration, for all vehicles transporting clients;
   c. Driving records for all drivers for the past three years and with annual updates;
   d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
   e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.

8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs (*signature on this form confirms this statement*).

Signature

EXECUTIVE DIRECTOR
Title

CHURCH OF GOD CHILDREN'S HOME OF NC, INC
Agency/Organization

4-1-2021
Date

(Certification signature should be same as Contract signature.)

ATTACHMENT K

What is a Private Non Profit Agency?

Answer: A private non profit is an organization that is incorporated under State law and whose purpose is not to make a profit, but rather to further a charitable, civic, religious, scientific, or other lawful purpose. The Secretary of State's office grants corporate status to organizations in North Carolina.

What is a 501(c)(3) designation?

Answer: When the agency becomes a state private non profit corporation, it can then apply for 501(c)(3) designation through the IRS. Once the IRS grants 501(c)(3) status, the organization is exempt from certain taxes and any donations to the charitable organization are tax deductible. Many individuals and organizations prefer to make donations to 501(c)(3) private non profits.

Who can obtain a 501(c)(3) designation?

Answer: Any organization or group can apply for 501(c)(3) status, provided their charter or mission focuses on the non profit's objective.

Another option is to apply for a 509(a)(1) status which falls under the 501(c)(3) umbrella. Being a 509(a)(1) designates an organization as a tax-free public charity that receives most of its support from a governmental unit or from the general public. Becoming a 509(a)(1) provides public recognition of tax-exempt status, advance assurance to donors of deductibility of contributions, exemption from certain State and federal taxes, and non profit mailing privileges. Organizations that typically qualify are churches, educational institutions, hospitals, and governmental units.

How does a Private Non Profit obtain Tax Exempt Status?

EO Web Site [www.irs.gov/eo]

IRS TE/GE Customer Service

You may direct technical and procedural questions concerning charities and other nonprofit organizations, including questions about your tax-exempt status and tax liability, to the IRS Tax Exempt and Government Entities Customer Account Services at (877) 829-5500 (toll-free number).

If you prefer to write, you may write at:

Internal Revenue Service
Exempt Organizations Determinations
P.O. Box 2508
Cincinnati, OH 45201

You may also contact the Taxpayer Advocate Service, an independent organization within the IRS that helps taxpayers resolve problems with the IRS and recommends changes that will prevent problems.

A private non profit must apply to the IRS for tax exempt status. To qualify, applicants must complete and submit to the IRS Form 1023. Once federal tax exempt status is granted, the private non profit applies for State tax exempt status by completing Form CD-435 and submitting it to the N. C. Department of Revenue.

What must a County Department of Social Services/Human Services do?

Answer: Verify the Tax Exempt Letter. Check date for expiration and check if current address of agency is reflected.

IRS Department of the Treasury
Internal Revenue Service

CINCINNATI OH 45999-0038

In reply refer to: 0256439177
Nov. 21, 2018 LTR 4168C 0
56-0599234 000000 00
00013265
BODC: TE

CHURCH OF GOD CHILDRENS HOME OF
NORTH CAROLINA INC
3485 ORPHANAGE CIR
CONCORD NC 28027

010337

Employer ID number: 56-0599234
Form 990 required: T

Dear Taxpayer:

We're responding to your request dated Nov. 14, 2018, about your tax-exempt status.

We issued you a determination letter in September, 1946, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m.,

0256439177
Nov. 21, 2018 LTR 4168C 0
56-0599234 000000 00
00013266

CHURCH OF GOD CHILDRENS HOME OF
NORTH CAROLINA INC
3485 ORPHANAGE CIR
CONCORD NC 28027

local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

Sincerely yours,

Debbie Kennamer

Debbie Kennamer, Operations Manager
Accounts Management Operations 4

State Certifications

Contractor Certifications Required by North Carolina Law

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

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

Certifications

(1) **Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009),** the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.

(2) **Pursuant to G.S. 143-48.5 and G.S. 143-133.3,** the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov

(3) **Pursuant to G.S. 143-59.1(b),** the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:

(a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**

(b) [check **one** of the following boxes]

☐ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**

☐ The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.

(4) **Pursuant to G.S. 143-59.2(b),** the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.

(5) **Pursuant to G.S. 143B-139.6C,** the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.

(6) The undersigned hereby certifies further that:

(a) He or she is a duly authorized representative of the Contractor named below;

(b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and

(c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1and -59.2 shall be guilty of a Class I felony.

Contractor's Name: CHURCH OF GOD CHILDREN'S HOME OF NC, INC.

Contractor's Authorized Agent: Signature _____ Date 4-1-2021

Printed Name KENNETH HUDSON Title EXECUTIVE DIRECTOR

Witness: Signature _____ Date 4-1-2021

Printed Name PHOEBE S. TALLEY Title SECRETARY/TREASURER

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

ATTACHMENT N

Rowan County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).
The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit http://www.lep.gov.

Ensuring Equal Opportunity Access for Persons with Disabilities: **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.
DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (ITY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: http://www.ada.gov.

IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:

(i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and

(ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.

f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.

g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

Signature

EXECUTIVE DIRECTOR
Title

CHURCH OF GOD CHILDREN'S HOME OF NC, INC.
Agency/Organization

4-1-2021
Date

(Certification signature should be same as Contract signature.)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Church of God Children's Home of NC, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) ▶ Non-profit

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
3485 Orphanage Circle

6 City, state, and ZIP code
Concord, NC 28027

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
5 6 - 0 5 9 9 2 3 4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Rhonda Kelley Date ▶ 12/14/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/11/2020

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

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

PRODUCER JONES AND PEACOCK, INC. 1812 Eastchester Drive High Point NC 27265	CONTACT NAME: Pamela McDowell PHONE (A/C, No, Ext): (336) 889-8282 FAX (A/C, No): (336) 889-2338 E-MAIL ADDRESS: pam@jonesandpeacock.com
INSURED Church Of God Children's Home of NC 3485 Orphanage Circle Concord NC 28027	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Philadelphia Indemnity Ins. Company INSURER B: Carolina Mutual Insurance Inc — 14090 INSURER C: Hiscox Insurance Company Inc INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: CL2081102886 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PHPK2165605	08/02/2020	08/02/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Abuse	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			PHPK2165605	08/02/2020	08/02/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB733602	08/02/2020	08/02/2021	EACH OCCURRENCE AGGREGATE [ ]	$ 1,000,000 $ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC20222-2020	08/02/2020	08/02/2021	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
C	Cyber Liability			MPL457622420	09/14/2020	09/14/2021		1,000,000

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

CERTIFICATE HOLDER

Rowan County
1813 E. Innes St.
Salisbury NC 28146

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Pam McDowell

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ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:	Don Bringle Director of Facilities, Parks and Rec.
DATE:	8/2/2021
SUBJECT:	Cheerwine Festival - Use of Parking Lots

Requesting permission for the City of Salisbury to use West End Plaza parking lot for satellite parking on September 18, 2021 for Cheerwine Festival.

ATTACHMENTS:

Description	Upload Date	Type
Cheerwine Festival use of WEP Parking Lot	7/20/2021	Cover Memo

Good Afternoon Mr. Bringle,

The City of Salisbury is hosting the 2021 Cheerwine Festival in partnership with Cheerwine, Saturday, September 18th, 2021 in downtown Salisbury from 12 noon to 10 P.M. The City of Salisbury is requesting permission to use the West End
Plaza parking lot for satellite parking from 6:00 P.M. on Friday, September 17th through midnight on Saturday, September 18th . Visitors will use public transportation as a mobility option during the Cheerwine Festival. We will use our current bus stops.

If you have any questions, please contact me at 704-638-5252.

Thank you in advance

Kimberly Bell

Transit Planner / Operations Supervisor

Transit Department I l Administration
City of Salisbury I | 300 West Franklin Street, Salisbury, NC 28144
Office: (704) 638-4499 I l Fax: (704) 638-8515 kimberly.bell@salisburync.gov I I
www.salisburync,gov transit

E-mail correspondence to and from this address may be subject to the N.C. Public Records Law "NCGS. Ch. 132" and may be disclosed to third parties by an authorized state or city official.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:	Kelly Natoli, Assistant County Manager/HR Director
DATE:	07-20-21
SUBJECT:	Contract Between DSS and Boys and Girls Homes of NC, Inc.

Attached please find a contract between DSS and Boys and Girls Homes of NC, Inc. to provide therapeutic foster care services.

Please approve the attached contract.

ATTACHMENTS:

Description	Upload Date	Type
Contract	7/21/2021	Backup Material

ROWAN COUNTY
NORTH CAROLINA
Be an original.

ROWAN COUNTY CONTRACT MEMORANDUM

TO: Aaron Church, Rowan County Manager
FROM: Micah Ennis, Interim Director
DEPT: Social Services
DATE: 7/19/2021
SUBJECT: Boys & Girls Homes of NC, Inc. 22078

PURPOSE OF CONTRACT:
The vendor provides therapeutic foster care to children who are placed in the custody of RCDSS.

CONTRACT CERTIFICATION

By submitting this memorandum, I agree that I have:
1. Read and understand the terms of the contract.
2. To the best of my knowledge the terms, amount and activities surrounding this contract are compliant with North Carolina General Statutes, the Rowan County Purchasing Policy and any applicable regulations.
3. I have secured and attached in MUNIS the Certificate of Insurance.

5/4/2021

Signature of Director **DATE**

Contract # Fiscal Year Begins 7/1/2021 Ends 6/30/2022

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and Boys & Girls Homes of North Carolina, Inc. (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is 58-1387871 and DUNS Number (required if funding from a federal funding source). 055357587

1. **Contract Documents:** This Contract consists of the following documents:
   (1) This contract
   (2) The General Terms and Conditions (Attachment A)
   (3) The Scope of Work, description of services, and rate (Attachment B)
   (4) Combined Federal Certifications (Attachment C)
   (5) Conflict of Interest Policy (Attachment D)
   (6) No Overdue Taxes (Attachment E)
   (7) *If applicable,* HIPAA Business Associate Addendum (checklist and forms) (Attachment I)
   (8) Certification of Transportation (Attachment J)
   (9) *If applicable,* IRS federal tax exempt letter or 501(c)3 (Attachment K) http://www.irs.gov/pub/irs-fill/k1023.pdf
   (10)Certain Reporting and Auditing Requirements (Attachment L)
   (11)State Certification (Attachment M)
   (12)Attachment N - Non-Discrimination, Clean Air, Clean Water
   (16) Contract Determination Questionnaire (required)

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

2. **Precedence among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

3. **Effective Period:** This contract shall be effective on7/1/2021 and shall terminate on 6/30/2022,
   This contract must be twelve months or less.

4. **Contractor's Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

5. **County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed $ 240,000.00.
   This amount consists of $ in Federal funds (CFDA #), $ in State Funds, $ in County funds

   ☒ a. There are no matching requirements from the Contractor.

   ☐ b. The Contractor's matching requirement is $, which shall consist of:
   ☐ In-kind ☐ Cash
   ☐ Cash and In-kind ☐ Cash and/or In-kind

   The contributions from the Contractor shall be sourced from non-federal funds.
   The total contract amount including any Contractor match shall not exceed $240,000.00.

6. **Reversion of Funds:**
   Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

7. **Reporting Requirements:**
Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

8. **Payment Provisions:**

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

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

For the County:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Micah M. Ennis, Director	Name & Title	Micah M. Ennis, Director
County	Rowan	County	Rowan
Mailing Address	1813 East Innes Street	Street Address	1813 East Innes Street
City, State, Zip	Salisbury NC 28146	City, State, Zip	Salisbury NC 28146
Telephone	704.216.8422		
Fax	704.638.3041		
Email	Micah.Ennis@rowancountync.gov		

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Donna Yalch	Name & Title	Donna Yalch
Company Name	Boys & Girls Homes of North Carolina, Inc.	Company Name	Boys & Girls Homes of North Carolina, Inc.
Mailing Address	PO Box 127	Street Address	400 Flemington Drive
City State Zip	Lake Waccamaw, NC 28450	City State Zip	Lake Waccamaw, NC 28450
Telephone	910-646-2236		
Fax	910-646-2243		
Email	Donna.Yalch@bghnc.org		

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

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

(a) Implement adequate internal controls over disbursements;
(b) Pre-audit all vouchers presented for payment to determine:
- Validity and accuracy of payment
- Payment due date
- Adequacy of documentation supporting payment
- Legality of disbursement

(c) Assure adequate control of signature stamps/plates;
(d) Assure adequate control of negotiable instruments; and
(e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

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

13. **Federal Certifications:**
Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

14. **Specific Language Not Previously Addressed:**
(can be delted if not needed)

15. **Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

Signature — Date: 4/7/21

Ricky Creech — Printed Name

President /CEO — Title

COUNTY

Signature *(must be legally authorized to sign contracts for County DSS)* — Date: 5/4/2021

Micah Ennis — Printed Name

DIRECTOR — Title

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

Signature of County Finance Officer — Date

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

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

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

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

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

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County, the State of North Carolina, and any of their officers, agents and employees, and Federal Government from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this contract to the extent permitted by law.

Default and Termination

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

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

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

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

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

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

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

Intellectual Property Rights

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

Compliance with Applicable Laws

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

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

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

Confidentiality

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

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

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

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

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

Oversight

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

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

Miscellaneous

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

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

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

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

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.

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

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

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

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

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

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

ATTACHMENT B – Scope of Work **Federal Tax Id. or SSN 58-1387871**
Contract #

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Boys & Girls Homes of North Carolina, Inc.
2. *If different* from Contract Administrator Information in General Contract:

Address

Telephone Number: Fax Number: Email:

3. Name of Program (s):
4. Status: ☐ Public ☒ Private, Not for Profit ☐ Private, For Profit
5. Contractor's Financial Reporting Year July through June

B. Explanation of Services to be provided and to whom (include SIS Service Code):

See MUTUAL AGREEMENT SECTION

C. Rate per unit of Service (define the unit): Therapeutic Foster Care/Residential Treatment Level 2/Residential Child Caring Institution

1. If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)

Standard Board Rates	Monthly Rates		
	Age 0-5	Age 6-12	Age 13+
Foster Care Therapeutic Foster Care Residential Treatment (Level 2)	$475	$581	$634
Child Placing Agency	$1,433	$1,564	$1,638
Residential Child Caring Institution	$4,279	$4,437	$4,516
Standard Board and Treatment Rates	**Daily Rates**		
	Board	**Treatment***	
Residential Treatment Level 3, 0-4 beds	$43	$232.88	
Residential Treatment Level 3, 5+ beds	$33	$189.75	
Residential Treatment Level 4, 0-4 beds	$43	$315.71	
Residential Treatment Level 4, 5+ beds	$40	$315.71	
*Treatment Rates set by DMA and are subject to change.			

2. Negotiated County Rate.
Additional county funds per individual client agreements.

D. Number of units to be provided: The number of applications submitted by the Rowan County DSS and accepted by the Contractor during each fiscal year shall equal the number of units provided.

E. Details of Billing process and Time Frames; Invoices are due to Rowan County DSS no later than the 3rd working day of the month and payment is issued no later than the 25th day of each month.

F. Area to be served/Delivery site(s): Rowan County clients at Contractor facilities

G. CHILD CARING INSTITUTIONS (CCIs) and the IV-E Federal Audit
CCI Contractor agrees to ensure that all employees have criminal record checks on file. CCI Contractor agrees to be responsible for any financial penalties applied to the County as a result of the CCI Contractor's failure to comply with federal or state licensure rules.

H. MUTUAL AGREEMENT

I. Both Parties Agree to:

1. Meet at least annually to review the outcome data and quality standards information, and as needed to address special projects or issues throughout the year.
2. Return all phone calls received within twenty-four (24) hours or by the end of the next business day.
3. Share all information needed to ensure a good match/appropriate placement.
4. Clearly communicate any concerns about the partnership with a problem-solving approach that prioritizes the best interest of the child and family being served.

II. Private Partner

Private Partner agrees to provide foster care services for children in the custody of County, and shall do the following:

Share Performance Data:

1. Provide data to the County annually or as needed for special projects or to address specific concerns.
2. Complete ***Quality Standards Tool*** and provide to the County annually. (see attached)
3. Complete ***Outcome Data Dashboard*** regarding Safety, Permanency, and Child Well-Being and provide aggregate data on an annual basis. (see attached)
4. Ensure records are accessible for review for monitoring services rendered and for financial audits.
5. Ensure records are accessible for research and evaluation. Upon request of County, Private Partner shall provide data about individual children for research and study.

Provide Services:

1. Provide foster care services, guided by an individualized permanency and/or treatment plan to be developed with the child's social worker within 30 days of admission.

2. Provide for each child's safety, shelter, emotional, nutritional, and basic everyday needs. Within reason and to be negotiated as needed, provide for personal hygiene items, school supplies, school field trips, extracurricular activities, photos, and yearbooks.
3. Within reason and to be negotiated as needed, maintain the child's clothing inventory, providing adequate and appropriate attire to meet the child's growth, wear/tear, seasonal, and educational needs. A clothing inventory at admission and a clothing inventory at discharge (adequate for transition to the next placement) shall be completed.
4. Participate in County-supervised visits between child and family.
5. Train and support foster parents in shared parenting with biological parents.
6. Provide transportation within 100 miles round trip to and from parental visits, school, and medical, dental, and therapy appointments if required.
7. Coordinate non-emergency, temporary respite care placements that have been approved by a child's County-assigned social worker.
8. For placements involving mental health treatment (Levels 2-4, PRTF), provide case management including development and maintenance of Person-Centered Plan and oversee requests for authorizations and reauthorizations.
9. Adhere to the County's policy/procedures regarding discipline of children in foster care.
10. Adhere to the County's procedures for applying for day care (if applicable).

Communication and Planning:

1. Notify County immediately when a child receives emergency care, is hospitalized, is placed in detention, or is absent/missing (e.g., on the run). Private Partner will also notify local authorities immediately upon discovering a child is missing.
2. When a child is transported to the hospital for an emergency psychiatric hospital assessment, accompany/supervise the child in the emergency room for up to 4 hours to allow County adequate travel and coordination time to respond to the event.
3. Communicate with the County monthly regarding each child's needs and progress in the program, unless more frequent communications are needed based on the specific circumstances.
4. Notify County of Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
5. With County, coordinate planning for any move of the child.
6. Work closely with County to develop a written transition plan within 7 business days prior to discharge from program.
7. Attend Permanency Planning Review meetings for each child. If attendance is not feasible, Private Partner will submit a written report prior to said meeting.
8. Attend court hearings and provide information to the court as needed. If attendance is not feasible, review report prior to court. Private Partner should provide a written summary to the court regarding each child's progress.
9. Provide County a minimum 30 day grace period prior to discharge of any child so that an appropriate subsequent placement can be secured. Shorter periods may be agreed upon if the Parties deem it necessary.

10. If Private Partner is the clinical home for the child: if after consultation with the County it is determined that continuation of the placement is not beneficial, provide 30 days notice to the County to arrange another more appropriate placement. Private Partner will continue meeting the child's clinical needs until another provider can assume clinical home responsibility for the child.
11. Discuss potential medication changes with the child's social worker, and provide written notification of medication changes or current medication list within 24 hours of changes, and upon discharge.
12. Provide a discharge summary within thirty (30) days of discharge, including history, course of treatment, progress in care, medications, and plan for the child.

III. County

The County shall retain custody of each child while the child is placed with the Private Partner, and shall do the following:

Share Information:

1. Provide the following for each child upon admission:
    a. Verification of current physical exam within the last 12 months and assist with scheduling of exam within 72 hours of placement.
    b. Social Security card (copy of).
    c. Medicaid card.
    d. Documentation of custody.
    e. Case history, including information regarding special court sanctions, treatment plans, and medical records.
    f. Out-of-home family services agreement.
    g. Psychological evaluation (if applicable).
    h. Immunization record.
    i. Visitation agreement (if applicable).
    j. Child Health Status Component (DSS-5125-II).
    k. Education Component (DSS-5245).
    l. Birth certificate (copy of).
    m. School enrollment letter (if applicable).
    n. A document outlining the financial criteria for each child. A signed copy of the document must be returned to the County in order for Private Partner to receive financial payment for the child. In the event of an emergency placement, the document will be provided to the Private Partner within seven (7) working days.
    o. Any other forms or information required by the Private Partner.

Provide Services:

1. Conduct regular, face-to-face visits with Private Partner on at least a monthly basis to review each child's progress toward meeting the goals of the out-of-home services agreement and treatment plan.
2. Conduct in-person visits with each child at least once a month in the placement provider's home.
3. Monitor and assure implementation of all aspects of a child's treatment plan, including court-ordered visitation by parent/guardian.
4. Enroll/withdraw the child in school.
5. Collaborate with Private Partner to support shared parenting between foster parents and children's biological parents.

Communication and Planning:

1. Coordinate required medical exams for each child and advise Private Partner of results.
2. If not provided at placement (due to emergency circumstances), share the out-of-home family services agreement for each child within 7 business days of when it is developed.
3. Share updated out-of-home family services agreement every six months or when the child or family's circumstances or needs change.
4. Maintain close communication with the Private Partner regarding treatment issues, changes in each child's family situation, child/family needs, and discharge planning for each child.
5. Attend Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
6. Provide a ten (10) day notice for all Permanency Planning Meetings and court dates, and notify Private Partner when the Permanency Plan changes.
7. Notify the child's parent/guardian and Guardian ad Litem when child will be moved or has been moved.
8. Plan for discharge in concert with the Private Partner's treatment team, providing a 7 business day advance notice prior to discharge.
9. Be available or have the supervisor or after hours staff respond to emergencies.

(Signature of County Authorized Person)

5/4/2021
(Date Submitted)

(Signature of Contractor)

4/7/21
(Date Submitted)

FEDERAL CERTIFICATIONS

The undersigned states that:

1. He or she is the duly authorized representative of the Contractor named below;

2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:

   a. The Certification Regarding Nondiscrimination;
   b. The Certification Regarding Drug-Free Workplace Requirements;
   c. The Certification Regarding Environmental Tobacco Smoke;
   d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
   e. The Certification Regarding Lobbying;

3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;

4. [Check the applicable statement]

   [ ] He or she **has completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has made, or has an agreement to make**, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;

   OR

   [ ] He or she **has not completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has not made**, and **has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.

5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

President/CEO

Signature **Title**

Boys & Girls Homes of NC, Inc. 4/7/21

Contractor Name **Date**

[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]

I. Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

II. Certification Regarding Drug-Free Workplace Requirements

1. The Contractor certifies that it will provide a drug-free workplace by:

   a. Publishing a statement notifying 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 violation of such prohibition;

   b. Establishing a drug-free awareness program to inform employees about:

      i. The dangers of drug abuse in the workplace;

      ii. The Contractor's policy of maintaining a drug-free workplace;

      iii. Any available drug counseling, rehabilitation, and employee assistance programs; and

      iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

   c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);

   d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:

      i. Abide by the terms of the statement; and

      ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

   e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;

   f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:

      i. Taking appropriate personnel action against such an employee, up to and including termination; or

      ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

   g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Address

Street 400 Flemington Drive

City, State, Zip Code Lake Waccamaw, NC 28450

Street

City, State, Zip Code

3. Contractor will inform the Department of any additional sites for performance of work under this agreement.

4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

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 $1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

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 subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to 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.

9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

1. **The prospective lower tier participant certifies,** by submission of this document, 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.

V. Certification Regarding Lobbying

The Contractor 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, 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 Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of $100,000.00 or more and that all subrecipients shall certify and disclose accordingly.

4. 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, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

1. Identify the status of the covered Federal action.

2. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

4. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

5. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

6. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

7. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

8. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.

9. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).

10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.

13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

Boys & Girls Homes of North Carolina, Inc.

Disclosure Of Lobbying Activities
(Approved by OMB 0344-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	☐ a. Bid/offer/application ☐ b. Initial Award ☐ c. Post-Award	☐ a. initial filing ☐ b. material change **For Material Change Only:** Year_____ Quarter_____ Date Of Last Report:_____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier (if known) _____ Congressional District (if known) _____	Congressional District (if known) _____
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number (if applicable) _____
8. Federal Action Number (if known)	9. Award Amount (if known) $
10. a. Name and Address of Lobbying Entity (*if individual, last name, first name, MI*): (*attach Continuation Sheet(s) SF-LLL-A, if necessary*)	b. Individuals Performing Services (*including address if different from No. 10a.*) (*last name, first name, MI*): (*attach Continuation Sheet(s) SF-LLL-A, if necessary*)
11. Amount of Payment (*check all that apply*): $ _____ actual planned 12. Form of Payment (*check all that apply*): ☐ a. cash ☐ b. In-kind; specify: Nature _____ Value _____	13. Type of Payment (*check all that apply*): ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11(*attach Continuation Sheet(s) SF-LLL-A, if necessary*):

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____

Federal Use Only	Authorized for Local Reproduction Standard Form - LLL

Boys & Girls Homes of North Carolina, Inc.

CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY

State of North Carolina

County Columbus

I, Sharon N. Connor, Notary Public for said County and State, certify that

Ricky Creech personally appeared before me this day and acknowledged

that he/she is President/CEO of Boys & Girls Homes of NC, Inc. [name of Organization]

and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the 25th day of July, 2020

Sworn to and subscribed before me this 7th day of April 2021

Sharon N. Connor
(Official Seal)

SHARON N. CONNOR NOTARY PUBLIC COLUMBUS COUNTY, NC

Notary Public

My Commission expires 9-29, 2024

Instruction for Organization:

Sign and attach the following pages after adopted by the Board of Directors/Trustees or other governing body OR replace the following with the current adopted conflict of interest policy.

Boys & Girls Homes of NC, Inc.
Name of Organization

Signature of Organization Official

Boys & Girls Homes of NC, Inc.
Lake Waccamaw, NC

TRUSTEE CONFLICT OF INTEREST POLICY

Disclosure of potential conflicts of interest and/or duality policy

It is now resolved that the following policy of duality of interest is adopted:

- Any duality of interest or possible conflict of interest on the part of any board member should be disclosed to other board members and made a matter of record, either through an annual procedure or when the interest becomes a matter of board action.

- Any board member having a duality of interest or possible conflict of interest on any matter should not vote or use his/her personal influence on the matter, and he/she should not be counted in determining the quorum for the meeting, even where permitted by law. The minutes of the meeting should reflect that a disclosure was made, the abstention from voting, and the quorum situation.

- The foregoing requirements should not be construed as preventing the board member from briefly stating his/her position in the matter, nor from answering pertinent questions of other board members since his/her knowledge may be of great assistance.

It is further resolved that this policy be reviewed annually for the information and guidance of board members, and that any new board member be advised of the policy upon entering the duties of his/her office. The board chairperson and secretary are authorized and directed to see that this policy is followed.

CONFLICT OF INTEREST STATEMENT

I have read and am familiar with this organization's policy concerning conflicts of interest, and I have initialed each paragraph below.

- ○ During the _____ neither I nor, to the best of my knowledge, any member of my family has had an interest or taken any action which would contravene this policy.
- ○ During the _____, neither I nor, to the best of my knowledge, any member of my family has had any interest in or taken any action which would contradict this policy, except such interest or action which is fully disclosed below:

Board member's signature	Position	Date

Boys & Girls Homes of North Carolina, Inc.

Conflict of Interest Policy Example

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

F. Violations of the Conflicts of Interest Policy -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

G. **Record of Conflict** -- The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

##ContractorName## Boys & Girls Homes of NC, Inc.
Name of Organization

Signature of Organization Official

4/7/21
Date

BOYS&GIRLS HOMES of North Carolina

Post Office Box 127 • 400 Flemington Drive
Lake Waccamaw, North Carolina 28450

April 7, 2021

To: State Agency Head and Chief Fiscal Officer

Certification:

We certify that Boys and Girls Homes of NC, Inc. does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

Sworn Statement:

David V. Wyatt and **Ricky Creech** being duly sworn, say that we are the **Board of Trustees Chairperson** and **President/CEO**, respectively, of **Boys and Girls Homes of NC, Inc.** of Lake Waccamaw in the State of **North Carolina**; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

David V. Wyatt
Board Chairperson

President/CEO

Sworn to and subscribed before me on the day of the date of said certification.

Sharon N. Connor
(Notary Signature and Seal)

My commission expires: 9/29/2024

SHARON N. CONNOR NOTARY PUBLIC COLUMBUS COUNTY, NC

[1] G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."

Boys & Girls Homes of North Carolina, Inc.

State Grant Certification – No Overdue Tax Debts

Instructions: Grantee/Contractor should complete this certification for all state funds received. Entity should enter appropriate data in the yellow highlighted areas. The completed and signed form should be provided to the state agency funding the grant to be attached to the contract for the grant funds. A copy of this form, along with the completed contract, should be kept by the funding agency and available for review by the Office of State Budget and Management.

Note: If you have a contract that extends more than one state fiscal year, you will need to obtain an updated certification for each year of the contract.

Entity's Letterhead

[Date of Certification (mmddyyyy)]

To: State Agency Head and Chief Fiscal Officer

Certification:

We certify that the *[insert organization's name]* does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

Sworn Statement:

[Name of Board Chair] and [Name of Second Authorizing Official] being duly sworn, say that we are the Board Chair and [Title of the Second Authorizing Official], respectively, of [insert name of organization] of [City] in the State of [Name of State]; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

_____
Board Chair

_____
[Title of Second Authorizing Official]

Sworn to and subscribed before me on the day of the date of said certification.

_____ My Commission Expires: _____
(Notary Signature and Seal)

If there are any questions, please contact the state agency that provided your grant. If needed, you may contact the North Carolina Office of State Budget and Management:
NCGrants@osbm.nc.gov-(919)807-4795

[1] G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."

MS&NCD Form 0008
Eff. July 1, 2005
Revised July 18, 2006, 7/07, 8/09, 9/11

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Rowan County Department of Social Services/Human Services

By execution of this Agreement the Contractor certifies that it will provide safe client transportation by:

1. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;

2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;

3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;

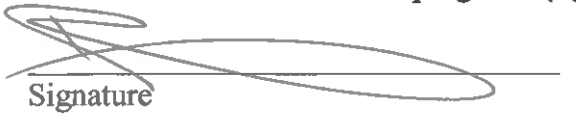
4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the Rowan County Department of Social Services;

5. Insuring that no more than one quarter of one percent of all trips be missed by the contractor during the course of the contract period; (*Medicaid only*)

6. Insuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month; (*Medicaid only*)

7. Contractor will maintain records documenting the following (*County may require contractor to provide):*
   a. Valid current copies of Drivers License for all drivers;
   b. Current valid Vehicle Registration, for all vehicles transporting clients;
   c. Driving records for all drivers for the past three years and with annual updates;
   d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
   e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.

8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs (*signature on this form confirms this statement*).



Signature

President/CEO
Title

Boys & Girls Homes of NC, Inc.
Agency/Organization

4/7/21
Date

(Certification signature should be same as Contract signature.)

ATTACHMENT K

What is a Private Non Profit Agency?

Answer: A private non profit is an organization that is incorporated under State law and whose purpose is not to make a profit, but rather to further a charitable, civic, religious, scientific, or other lawful purpose. The Secretary of State's office grants corporate status to organizations in North Carolina.

What is a 501(c)(3) designation?

Answer: When the agency becomes a state private non profit corporation, it can then apply for 501(c)(3) designation through the IRS. Once the IRS grants 501(c)(3) status, the organization is exempt from certain taxes and any donations to the charitable organization are tax deductible. Many individuals and organizations prefer to make donations to 501(c)(3) private non profits.

Who can obtain a 501(c)(3) designation?

Answer: Any organization or group can apply for 501(c)(3) status, provided their charter or mission focuses on the non profit's objective.

Another option is to apply for a 509(a)(1) status which falls under the 501(c)(3) umbrella. Being a 509(a)(1) designates an organization as a tax-free public charity that receives most of its support from a governmental unit or from the general public. Becoming a 509(a)(1) provides public recognition of tax-exempt status, advance assurance to donors of deductibility of contributions, exemption from certain State and federal taxes, and non profit mailing privileges. Organizations that typically qualify are churches, educational institutions, hospitals, and governmental units.

How does a Private Non Profit obtain Tax Exempt Status?

EO Web Site [www.irs.gov/eo]

IRS TE/GE Customer Service

You may direct technical and procedural questions concerning charities and other nonprofit organizations, including questions about your tax-exempt status and tax liability, to the IRS Tax Exempt and Government Entities Customer Account Services at (877) 829-5500 (toll-free number).

If you prefer to write, you may write at:

Internal Revenue Service
Exempt Organizations Determinations
P.O. Box 2508
Cincinnati, OH 45201

You may also contact the Taxpayer Advocate Service, an independent organization within the IRS that helps taxpayers resolve problems with the IRS and recommends changes that will prevent problems.

A private non profit must apply to the IRS for tax exempt status. To qualify, applicants must complete and submit to the IRS Form 1023. Once federal tax exempt status is granted, the private non profit applies for State tax exempt status by completing Form CD-435 and submitting it to the N. C. Department of Revenue.

What must a County Department of Social Services/Human Services do?

Answer: Verify the Tax Exempt Letter. Check date for expiration and check if current address of agency is reflected.

State Certifications

Contractor Certifications Required by North Carolina Law

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

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

Certifications

(1) **Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009)**, the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.

(2) **Pursuant to G.S. 143-48.5 and G.S. 143-133.3**, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov

(3) **Pursuant to G.S. 143-59.1(b)**, the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:

(a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**

(b) [check **one** of the following boxes]

☐ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**

☐ The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.

(4) **Pursuant to G.S. 143-59.2(b)**, the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.

(5) **Pursuant to G.S. 143B-139.6C**, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.

(6) The undersigned hereby certifies further that:

(a) He or she is a duly authorized representative of the Contractor named below;

(b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and

(c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1and -59.2 shall be guilty of a Class I felony.

Contractor's Name: Boys and Girls Homes of NC, Inc.

Contractor's Authorized Agent: Signature _____ Date 4/7/21

Printed Name Ricky Creech Title President/CEO

Witness: Signature Sharon N. Connor Date 4/7/21

Printed Name Sharon N. Connor Title Ex. Office Administrator

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

ATTACHMENT N

Rowan County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).
The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit http://www.lep.gov.

Ensuring Equal Opportunity Access for Persons with Disabilities: **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.
DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (ITY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: http://www.ada.gov.

IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:

(i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and

(ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.

f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.

g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).



Signature

President/CEO

Title

Boys & Girls Homes of NC, Inc.

Agency/Organization

4/7/21

Date

(Certification signature should be same as Contract signature.)

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
BOYS & GIRLS HOMES OF NC, INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
PO BOX 127

Requester's name and address (optional)

6 City, state, and ZIP code
LAKE WACCAMAW, NC 28450

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
5 8 – 1 3 8 7 8 7 1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Julie Ward Date ▶ 3-3021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Internal Revenue Service
Director, Exempt Organizations
Rulings and Agreements

Department of the Treasury
P.O. Box 2508
Cincinnati, Ohio 45201

Date: DEC 2 1 2007

BOYS AND GIRLS HOME OF NORTH CAROLINA INC
C/O WALTER BRODIE BURWELL JR
PO BOX 31788
RALEIGH NC 27608

Employer Identification Number:
58-1387871
Person to Contact - ID#:
Jacob A. McDonald – 31-08661
Contact Telephone Number:
877-829-5500 Phone
Public Charity Status:
509(a)(2)

Dear Applicant:

Our letter dated March 1980 stated that you were exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code and classified as a public charity under section 509(a)(3) of the Code.

Based on the information you submitted, we have modified your public charity status to the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, 800-829-3676. Information is also available on our Internet Web Site at www.irs.gov.

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

If you have any questions, please call our toll free number shown in the heading of this letter.

Sincerely,

Robert Choi

Robert Choi
Director, Exempt Organizations
Rulings and Agreements

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/20/2020

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

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

PRODUCER
JONES AND PEACOCK, INC.
1812 Eastchester Drive
High Point NC 27265

CONTACT NAME: Nora Vestal
PHONE (A/C, No, Ext): (336) 889-8282 **FAX (A/C, No):** (336) 889-2338
E-MAIL ADDRESS: nora@jonesandpeacock.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Insurance Co.	
INSURER B : Carolina Mutual Insurance Inc	14090
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Boys & Girls Homes of North Carolina, Inc.
PO Box 127
Lake Waccamaw NC 28450

COVERAGES **CERTIFICATE NUMBER:** CL207602864 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PHPK2150702	06/30/2020	06/30/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			PHPK2150702	06/30/2020	06/30/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Medical payments	$ 5,000
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			PHUB728455	06/30/2020	06/30/2021	EACH OCCURRENCE	$ 4,000,000
							AGGREGATE	$ 4,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC20171-2020	06/30/2020	06/30/2021	[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Directors & Officers			PHSD1537205	06/30/2020	06/30/2021	Liability	$1,000,000

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

CERTIFICATE HOLDER
Rowan County Department of Social Services
1813 E. Innes St.
Salisbury NC 28146

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

AUTHORIZED REPRESENTATIVE
Nora Vestal

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/30/2021

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

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

PRODUCER	**CONTACT NAME:** Nora Vestal
JONES AND PEACOCK, INC. 1812 Eastchester Drive High Point NC 27265	**PHONE (A/C, No, Ext):** (336) 889-8282 **FAX (A/C, No):** (336) 889-2338 **E-MAIL ADDRESS:** nora@jonesandpeacock.com
INSURED Boys and Girls Homes of North Carolina, Inc. PO Box 127 Lake Waccamaw NC 28450	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Philadelphia Insurance Co. **INSURER B :** Carolina Mutual Insurance Inc — 14090 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CL2162903180 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PHPK2294924	06/30/2021	06/30/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			PHPK2294924	06/30/2021	06/30/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical payments	$ 1,000,000 $ $ $ $ 5,000
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB775046	06/30/2021	06/30/2022	EACH OCCURRENCE AGGREGATE [ ]	$ 4,000,000 $ 4,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC20171-2021	06/30/2021	06/30/2022	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
A	Professional Liability			PHPK2294924	06/30/2021	06/30/2022	Aggregate Limit Each Professional Incident Limit	$3,000,000 $1,000,000

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

CERTIFICATE HOLDER

Rowan County Department of Social Services
1813 E. Innes St.
Salisbury NC 28146

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Nora Vestal

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ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:	Kelly Natoli, Assistant County Manager/HR Director
DATE:	07-20-21
SUBJECT:	Contract Between DSS and Baptists Children's Homes of NC, Inc.

Attached please find a contract between DSS and Baptist Children's Homes of NC, inc. to provide therapeutic foster care services.

Please approve the attached contract.

ATTACHMENTS:

Description	Upload Date	Type
Contract	7/21/2021	Backup Material

ROWAN COUNTY
NORTH CAROLINA
Be an original.

ROWAN COUNTY CONTRACT MEMORANDUM

TO: Aaron Church, Rowan County Manager
FROM: Micah Ennis, Director
DEPT: Social Services
DATE: 7/19/21
SUBJECT: Baptist Children's Homes of NC, Inc. Contract 22075

PURPOSE OF CONTRACT:
The vendor provides therapeutic foster care to children who are placed in the custody of RCDSS.

CONTRACT CERTIFICATION

By submitting this memorandum, I agree that I have:
1. Read and understand the terms of the contract.
2. To the best of my knowledge the terms, amount and activities surrounding this contract are compliant with North Carolina General Statutes, the Rowan County Purchasing Policy and any applicable regulations.
3. I have secured and attached in MUNIS the Certificate of Insurance.

Signature of Director — DATE 5/7/2021

Contract # Fiscal Year Begins 7/1/2021 Ends 6/30/2022

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and Baptist Children's Homes of North Carolina, Inc. (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is 56-0547499 and DUNS Number (required if funding from a federal funding source).

1. **Contract Documents:** This Contract consists of the following documents:
   (1) This contract
   (2) The General Terms and Conditions (Attachment A)
   (3) The Scope of Work, description of services, and rate (Attachment B)
   (4) Combined Federal Certifications (Attachment C)
   (5) Conflict of Interest Policy (Attachment D)
   (6) No Overdue Taxes (Attachment E)
   (7) *If applicable,* HIPAA Business Associate Addendum (checklist and forms) (Attachment I)
   (8) Certification of Transportation (Attachment J)
   (9) *If applicable,* IRS federal tax exempt letter or 501(c)3 (Attachment K) http://www.irs.gov/pub/irs-fill/k1023.pdf
   (10)Certain Reporting and Auditing Requirements (Attachment L)
   (11)State Certification (Attachment M)
   (12)Attachment N - Non-Discrimination, Clean Air, Clean Water
   (16) Contract Determination Questionnaire (required)

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

2. **Precedence among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

3. **Effective Period:** This contract shall be effective on7/1/2021 and shall terminate on 6/30/2022,
   This contract must be twelve months or less.

4. **Contractor's Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

5. **County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed $ 240,000.00.
   This amount consists of $ in Federal funds (CFDA #), $ in State Funds, $ in County funds

   ☒ a. There are no matching requirements from the Contractor.

   ☐ b. The Contractor's matching requirement is $, which shall consist of:
   ☐ In-kind ☐ Cash
   ☐ Cash and In-kind ☐ Cash and/or In-kind

   The contributions from the Contractor shall be sourced from non-federal funds.
   The total contract amount including any Contractor match shall not exceed $240,000.00.

6. **Reversion of Funds:**
   Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

7. **Reporting Requirements:**
Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

8. **Payment Provisions:**

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

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

For the County:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Micah M. Ennis, Director	Name & Title	Micah M. Ennis, Director
County	Rowan	County	Rowan
Mailing Address	1813 East Innes Street	Street Address	1813 East Innes Street
City, State, Zip	Salisbury NC 28146	City, State, Zip	Salisbury NC 28146
Telephone	704.216.8422		
Fax	704.638.3041		
Email	Micah.Ennis@rowancountync.gov		

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Amanda Armstrong/Accounting Manager	Name & Title	Amanda Armstrong/Accounting Manager
Company Name	Baptist Children's Homes of North Carolina, Inc.	Company Name	Baptist Children's Homes of North Carolina, Inc.
Mailing Address	PO Box 338	Street Address	204 Idol Street
City State Zip	Thomasville NC 27361	City State Zip	Thomasville NC 27360
Telephone	336-474-1215		
Fax	336-887-0312		
Email	aarmstrong@bchfamily.org		

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

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

(a) Implement adequate internal controls over disbursements;
(b) Pre-audit all vouchers presented for payment to determine:
- Validity and accuracy of payment
- Payment due date
- Adequacy of documentation supporting payment
- Legality of disbursement

(c) Assure adequate control of signature stamps/plates;
(d) Assure adequate control of negotiable instruments; and
(e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

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

13. **Federal Certifications:**
Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

14. **Specific Language Not Previously Addressed:**
(can be delted if not needed)

15. **Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

Signature	Date: 4-21-21
Printed Name: J Keith Henry	Title: COO

COUNTY

Signature *(must be legally authorized to sign contracts for County DSS)*	Date: 5/7/2024
Printed Name: Micah Ennis	Title: DIRECTOR

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

Signature of County Finance Officer	Date

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

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

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

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

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

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County, the State of North Carolina, and any of their officers, agents and employees, and Federal Government from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this contract to the extent permitted by law.

Default and Termination

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

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

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

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

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

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

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

Intellectual Property Rights

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

Compliance with Applicable Laws

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

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

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

Confidentiality

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

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

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

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

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

Oversight

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

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

Miscellaneous

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

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

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

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

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.

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

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

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

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

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

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

ATTACHMENT B – Scope of Work **Federal Tax Id. or SSN 56-0547499**
Contract #

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Baptist Children's Homes of North Carolina, Inc.
2. *If different* from Contract Administrator Information in General Contract:

Address

Telephone Number: Fax Number: Email:

3. Name of Program **(s):**
4. Status: ☐ Public ☒ Private, Not for Profit ☐ Private, For Profit
5. Contractor's Financial Reporting Year October through September

B. Explanation of Services to be provided and to whom (include SIS Service Code):

See MUTUAL AGREEMENT SECTION

C. Rate per unit of Service (define the unit): Residential Child Caring Institution
1. If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)

Standard Board Rates	Monthly Rates		
	Age 0-5	Age 6-12	Age 13+
Foster Care Therapeutic Foster Care Residential Treatment (Level 2)	$475	$581	$634
Child Placing Agency	$1,433	$1,564	$1,638
Residential Child Caring Institution	$4,279	$4,437	$4,516
Standard Board and Treatment Rates	Daily Rates		
	Board	Treatment*	
Residential Treatment Level 3, 0-4 beds	$43	$232.88	
Residential Treatment Level 3, 5+ beds	$33	$189.75	
Residential Treatment Level 4, 0-4 beds	$43	$315.71	
Residential Treatment Level 4, 5+ beds	$40	$315.71	
*Treatment Rates set by DMA and are subject to change.			

2. Negotiated County Rate.
Additional county funds per individual client agreements.

D. Number of units to be provided: The number of applications submitted by the Rowan County DSS and accepted by the Contractor during each fiscal year shall equal the number of units provided.

E. Details of Billing process and Time Frames; Invoices are due to Rowan County DSS no later than the 3rd working day of the month and payment is issued no later than the 25th day of each month.

F. Area to be served/Delivery site(s): Rowan County clients at Contractor facilities

G. CHILD CARING INSTITUTIONS (CCIs) and the IV-E Federal Audit
CCI Contractor agrees to ensure that all employees have criminal record checks on file. CCI Contractor agrees to be responsible for any financial penalties applied to the County as a result of the CCI Contractor's failure to comply with federal or state licensure rules.

H. MUTUAL AGREEMENT

I. Both Parties Agree to:

1. Meet at least annually to review the outcome data and quality standards information, and as needed to address special projects or issues throughout the year.
2. Return all phone calls received within twenty-four (24) hours or by the end of the next business day.
3. Share all information needed to ensure a good match/appropriate placement.
4. Clearly communicate any concerns about the partnership with a problem-solving approach that prioritizes the best interest of the child and family being served.

II. Private Partner

Private Partner agrees to provide foster care services for children in the custody of County, and shall do the following:

Share Performance Data:

1. Provide data to the County annually or as needed for special projects or to address specific concerns.
2. Complete ***Quality Standards Tool*** and provide to the County annually. (see attached)
3. Complete ***Outcome Data Dashboard*** regarding Safety, Permanency, and Child Well-Being and provide aggregate data on an annual basis. (see attached)
4. Ensure records are accessible for review for monitoring services rendered and for financial audits.
5. Ensure records are accessible for research and evaluation. Upon request of County, Private Partner shall provide data about individual children for research and study.

Provide Services:

1. Provide foster care services, guided by an individualized permanency and/or treatment plan to be developed with the child's social worker within 30 days of admission.
2. Provide for each child's safety, shelter, emotional, nutritional, and basic everyday needs. Within reason and to be negotiated as needed, provide for personal hygiene items, school supplies, school field trips, extracurricular activities, photos, and yearbooks.

3. Within reason and to be negotiated as needed, maintain the child's clothing inventory, providing adequate and appropriate attire to meet the child's growth, wear/tear, seasonal, and educational needs. A clothing inventory at admission and a clothing inventory at discharge (adequate for transition to the next placement) shall be completed.
4. Participate in County-supervised visits between child and family.
5. Train and support foster parents in shared parenting with biological parents.
6. Provide transportation within 100 miles round trip to and from parental visits, school, and medical, dental, and therapy appointments if required.
7. Coordinate non-emergency, temporary respite care placements that have been approved by a child's County-assigned social worker.
8. For placements involving mental health treatment (Levels 2-4, PRTF), provide case management including development and maintenance of Person-Centered Plan and oversee requests for authorizations and reauthorizations.
9. Adhere to the County's policy/procedures regarding discipline of children in foster care.
10. Adhere to the County's procedures for applying for day care (if applicable).

Communication and Planning:

1. Notify County immediately when a child receives emergency care, is hospitalized, is placed in detention, or is absent/missing (e.g., on the run). Private Partner will also notify local authorities immediately upon discovering a child is missing.
2. When a child is transported to the hospital for an emergency psychiatric hospital assessment, accompany/supervise the child in the emergency room for up to 4 hours to allow County adequate travel and coordination time to respond to the event.
3. Communicate with the County monthly regarding each child's needs and progress in the program, unless more frequent communications are needed based on the specific circumstances.
4. Notify County of Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
5. With County, coordinate planning for any move of the child.
6. Work closely with County to develop a written transition plan within 7 business days prior to discharge from program.
7. Attend Permanency Planning Review meetings for each child. If attendance is not feasible, Private Partner will submit a written report prior to said meeting.
8. Attend court hearings and provide information to the court as needed. If attendance is not feasible, review report prior to court. Private Partner should provide a written summary to the court regarding each child's progress.
9. Provide County a minimum 30 day grace period prior to discharge of any child so that an appropriate subsequent placement can be secured. Shorter periods may be agreed upon if the Parties deem it necessary.
10. If Private Partner is the clinical home for the child: if after consultation with the County it is determined that continuation of the placement is not beneficial, provide 30 days notice to the County to arrange another more appropriate placement. Private Partner will continue meeting the child's clinical needs until another provider can assume clinical home responsibility for the child.

11. Discuss potential medication changes with the child's social worker, and provide written notification of medication changes or current medication list within 24 hours of changes, and upon discharge.
12. Provide a discharge summary within thirty (30) days of discharge, including history, course of treatment, progress in care, medications, and plan for the child.

III. County

The County shall retain custody of each child while the child is placed with the Private Partner, and shall do the following:

Share Information:

1. Provide the following for each child upon admission:
    a. Verification of current physical exam within the last 12 months and assist with scheduling of exam within 72 hours of placement.
    b. Social Security card (copy of).
    c. Medicaid card.
    d. Documentation of custody.
    e. Case history, including information regarding special court sanctions, treatment plans, and medical records.
    f. Out-of-home family services agreement.
    g. Psychological evaluation (if applicable).
    h. Immunization record.
    i. Visitation agreement (if applicable).
    j. Child Health Status Component (DSS-5125-II).
    k. Education Component (DSS-5245).
    l. Birth certificate (copy of).
    m. School enrollment letter (if applicable).
    n. A document outlining the financial criteria for each child. A signed copy of the document must be returned to the County in order for Private Partner to receive financial payment for the child. In the event of an emergency placement, the document will be provided to the Private Partner within seven (7) working days.
    o. Any other forms or information required by the Private Partner.

Provide Services:

1. Conduct regular, face-to-face visits with Private Partner on at least a monthly basis to review each child's progress toward meeting the goals of the out-of-home services agreement and treatment plan.

2. Conduct in-person visits with each child at least once a month in the placement provider's home.
3. Monitor and assure implementation of all aspects of a child's treatment plan, including court-ordered visitation by parent/guardian.
4. Enroll/withdraw the child in school.
5. Collaborate with Private Partner to support shared parenting between foster parents and children's biological parents.

Communication and Planning:

1. Coordinate required medical exams for each child and advise Private Partner of results.
2. If not provided at placement (due to emergency circumstances), share the out-of-home family services agreement for each child within 7 business days of when it is developed.
3. Share updated out-of-home family services agreement every six months or when the child or family's circumstances or needs change.
4. Maintain close communication with the Private Partner regarding treatment issues, changes in each child's family situation, child/family needs, and discharge planning for each child.
5. Attend Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
6. Provide a ten (10) day notice for all Permanency Planning Meetings and court dates, and notify Private Partner when the Permanency Plan changes.
7. Notify the child's parent/guardian and Guardian ad Litem when child will be moved or has been moved.
8. Plan for discharge in concert with the Private Partner's treatment team, providing a 7 business day advance notice prior to discharge.
9. Be available or have the supervisor or after hours staff respond to emergencies.

(Signature of County Authorized Person)

5/7/2021
(Date Submitted)

(Signature of Contractor)

4-21-21
(Date Submitted)

FEDERAL CERTIFICATIONS

The undersigned states that:

1. He or she is the duly authorized representative of the Contractor named below;

2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:

   a. The Certification Regarding Nondiscrimination;
   b. The Certification Regarding Drug-Free Workplace Requirements;
   c. The Certification Regarding Environmental Tobacco Smoke;
   d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
   e. The Certification Regarding Lobbying;

3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;

4. [Check the applicable statement]

   [ ] He or she **has completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has made, or has an agreement to make**, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;

   OR

   [ ] He or she **has not completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has not made**, and **has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.

5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

[signature]	COO
Signature	**Title**
Baptist Children's Homes of NC, Inc.	4-21-21
Contractor Name	**Date**

[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]

I. Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

II. Certification Regarding Drug-Free Workplace Requirements

1. The Contractor certifies that it will provide a drug-free workplace by:

   a. Publishing a statement notifying 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 violation of such prohibition;

   b. Establishing a drug-free awareness program to inform employees about:

      i. The dangers of drug abuse in the workplace;

      ii. The Contractor's policy of maintaining a drug-free workplace;

      iii. Any available drug counseling, rehabilitation, and employee assistance programs; and

      iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

   c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);

   d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:

      i. Abide by the terms of the statement; and

      ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

   e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;

   f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:

      i. Taking appropriate personnel action against such an employee, up to and including termination; or

      ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

   g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

   Address

   Street

   _____

   City, State, Zip Code

   _____

   Street

   _____

   City, State, Zip Code

   _____

3. Contractor will inform the Department of any additional sites for performance of work under this agreement.

4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

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 $1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

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 subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to 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.

9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

1. **The prospective lower tier participant certifies,** by submission of this document, 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.

V. Certification Regarding Lobbying

The Contractor 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, 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 Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of $100,000.00 or more and that all subrecipients shall certify and disclose accordingly.

4. 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, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

1. Identify the status of the covered Federal action.

2. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

4. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

5. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

6. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

7. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

8. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.

9. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).

10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.

13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

Baptist Children's Homes of North Carolina, Inc.

CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY

State of North Carolina

County Davidson

I, Jodi B. Steed, Notary Public for said County and State, certify that

J. Keith Henry personally appeared before me this day and acknowledged

that he/she is Chief Operating Officer of Baptist Children's Homes of NC, Inc. [name of Organization]

and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the 15th day of January, 1991.

Sworn to and subscribed before me this 21st day of April, 2021.

JODI B. STEED NOTARY PUBLIC DAVIDSON COUNTY, NC

(Official Seal)

Jodi B. Steed
Notary Public

My Commission expires 12-20, 20 25

Instruction for Organization:

Sign and attach the following pages after adopted by the Board of Directors/Trustees or other governing body OR replace the following with the current adopted conflict of interest policy.

Baptist Children's Homes of NC, Inc.
Name of Organization

Signature of Organization Official

Baptist Children's Homes of North Carolina, Inc.

Conflict of Interest Policy Example

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

F. Violations of the Conflicts of Interest Policy -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

G. **Record of Conflict** -- The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

##ContractorName##
Name of Organization Baptist Children's Homes of NC, Inc.

Signature of Organization Official

4-21-21
Date

Baptist Children's Homes of North Carolina, Inc.
sharing hope...changing lives

Michael C. Blackwell
President/CEO

BCH Administration
P.O. Box 338
Thomasville, NC 27361
P. 336.474.1209
F. 336.472.3802
www.bchfamily.org

OVERDUE TAXES

Date: 4/15/2021

To: Rowan County Department of Social Services

Certification:

We certify that the Baptist Children's Homes of NC, Inc. does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S. 143-34(b).

Sworn Statement:

Nancy H. Hall and J. Keith Henry being duly sworn, say that we are the Board Chair and Chief Operating Officer, respectively, of Baptist Children's Homes of NC, Inc. of Thomasville in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Nancy H Hall, Board Chair

J Keith Henry, Chief Operating Officer

Sworn to and subscribed before me on the day of the date of said certification.

Jodi B. Steed

My Commission Expires: 12-20-25

(Notary Signature and Seal)

JODI B. STEED NOTARY PUBLIC DAVIDSON COUNTY NC

If there are any questions, please contact the state agency that provided your grant. If needed, you may contact the North Carolina Office of State Budget and Management:
NCGrants@osbm.nc.gov (919) 807-4795

[1] G.S. 105-243.1 defines: "Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."

MS&NCD Form 0008
Eff. July 1, 2005
Revised July 18, 2006, 7/07, 8/09

BCH is accredited by the Council on Accreditation of Services for Families and Children, Inc.

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Rowan County Department of Social Services/Human Services

By execution of this Agreement the Contractor certifies that it will provide safe client transportation by:

1. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;

2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;

3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;

4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the Rowan County Department of Social Services;

5. Insuring that no more than one quarter of one percent of all trips be missed by the contractor during the course of the contract period; (*Medicaid only*)

6. Insuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month; (*Medicaid only*)

7. Contractor will maintain records documenting the following (*County may require contractor to provide):*
   a. Valid current copies of Drivers License for all drivers;
   b. Current valid Vehicle Registration, for all vehicles transporting clients;
   c. Driving records for all drivers for the past three years and with annual updates;
   d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
   e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.

8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs (***signature on this form confirms this statement***).

[signature]	COO
Signature	Title
Baptist Children's Homes of NC, Inc.	4-21-21
Agency/Organization	Date

(Certification signature should be same as Contract signature.)

ATTACHMENT K

What is a Private Non Profit Agency?

Answer: A private non profit is an organization that is incorporated under State law and whose purpose is not to make a profit, but rather to further a charitable, civic, religious, scientific, or other lawful purpose. The Secretary of State's office grants corporate status to organizations in North Carolina.

What is a 501(c)(3) designation?

Answer: When the agency becomes a state private non profit corporation, it can then apply for 501(c)(3) designation through the IRS. Once the IRS grants 501(c)(3) status, the organization is exempt from certain taxes and any donations to the charitable organization are tax deductible. Many individuals and organizations prefer to make donations to 501(c)(3) private non profits.

Who can obtain a 501(c)(3) designation?

Answer: Any organization or group can apply for 501(c)(3) status, provided their charter or mission focuses on the non profit's objective.

Another option is to apply for a 509(a)(1) status which falls under the 501(c)(3) umbrella. Being a 509(a)(1) designates an organization as a tax-free public charity that receives most of its support from a governmental unit or from the general public. Becoming a 509(a)(1) provides public recognition of tax-exempt status, advance assurance to donors of deductibility of contributions, exemption from certain State and federal taxes, and non profit mailing privileges. Organizations that typically qualify are churches, educational institutions, hospitals, and governmental units.

How does a Private Non Profit obtain Tax Exempt Status?

EO Web Site [www.irs.gov/eo]

IRS TE/GE Customer Service

You may direct technical and procedural questions concerning charities and other nonprofit organizations, including questions about your tax-exempt status and tax liability, to the IRS Tax Exempt and Government Entities Customer Account Services at (877) 829-5500 (toll-free number).

If you prefer to write, you may write at:

Internal Revenue Service
Exempt Organizations Determinations
P.O. Box 2508
Cincinnati, OH 45201

You may also contact the Taxpayer Advocate Service, an independent organization within the IRS that helps taxpayers resolve problems with the IRS and recommends changes that will prevent problems.

A private non profit must apply to the IRS for tax exempt status. To qualify, applicants must complete and submit to the IRS Form 1023. Once federal tax exempt status is granted, the private non profit applies for State tax exempt status by completing Form CD-435 and submitting it to the N. C. Department of Revenue.

What must a County Department of Social Services/Human Services do?

Answer: Verify the Tax Exempt Letter. Check date for expiration and check if current address of agency is reflected.

State Certifications

Contractor Certifications Required by North Carolina Law

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

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

Certifications

(1) **Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009)**, the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.

(2) **Pursuant to G.S. 143-48.5 and G.S. 143-133.3**, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov

(3) **Pursuant to G.S. 143-59.1(b)**, the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:

(a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**

(b) [check **one** of the following boxes]

☐ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**

☐ The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.

(4) **Pursuant to G.S. 143-59.2(b)**, the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.

(5) **Pursuant to G.S. 143B-139.6C**, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.

(6) The undersigned hereby certifies further that:

(a) He or she is a duly authorized representative of the Contractor named below;

(b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and

(c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1and -59.2 shall be guilty of a Class I felony.

Contractor's Name: Baptist Children's Homes of NC, Inc.

Contractor's Authorized Agent: Signature [signature] Date 4-21-21

Printed Name J. Keith Henry Title COO

Witness: Signature [signature] Date 4/21/21

Printed Name Amanda B. Armstrong Title Accounting Manager

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

ATTACHMENT N

Rowan County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).
The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit http://www.lep.gov.

Ensuring Equal Opportunity Access for Persons with Disabilities: **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.
DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (ITY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: http://www.ada.gov.

IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:

(i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and

(ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.

f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.

g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).



Signature

COO

Title

Baptist Children's Homes of NC, Inc. 4/21/21

Agency/Organization

Date

(Certification signature should be same as Contract signature.)

c: Dr. Blackwell

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUN 30 2006

BAPTIST CHILDRENS HOMES OF NORTH CAROLINA INCORPORATED
C/O SAMUEL V BAREFOOT
PO BOX 338
THOMASVILLE, NC 27361-0338

Employer Identification Number:
56-0547499
DLN:
17053031041046
Contact Person:
JULIE CHEN ID# 31261
Contact Telephone Number:
(877) 829-5500

Accounting Period Ending:
September 30
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
September 6, 2005
Contribution Deductibility:
Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

RECEIVED
JUL 05 2006
By

Letter 947 (DO/CG)

BAPTIST CHILDRENS HOMES OF NORTH

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Information for Organizations Exempt Under Section 501(c)(3)

Addendum

BAPTIST CHILDRENS HOMES OF NORTH

INFORMATION FOR ORGANIZATIONS EXEMPT UNDER SECTION 501(c)(3)

WHERE TO GET FORMS AND HELP

Forms and instructions may be obtained by calling toll free 1-800-829-3676, through the Internet Web Site at www.irs.gov, and also at local tax assistance centers.

Additional information about any topic discussed below may be obtained through our customer service function by calling toll free 1-877-829-5500.

NOTIFY US ON THESE MATTERS

If you change your name, address, purposes, operations or sources of financial support, please inform our TE/GE EO Determinations Office at the following address: Internal Revenue Service, P.O. Box 2508, Cincinnati, Ohio 45201. If you amend your organizational document or by-laws, or dissolve, provide the EO Determinations Office with a copy of the amended documents. Please use your employer identification number on all returns you file and in all correspondence with the Internal Revenue Service.

FILING REQUIREMENTS

In your exemption letter we indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. Form 990 (or Form 990-EZ) is filed with the Ogden Submission Processing Center, Ogden UT 84201-0027.

You are required to file a Form 990 only if your gross receipts are normally more than $25,000.

If your gross receipts are normally between $25,000 and $100,000, and your total assets are less than $250,000, you may file Form 990-EZ. If your gross receipts are over $100,000, or your total assets are over $250,000, you must file the complete Form 990. The Form 990 instructions show how to compute your "normal" receipts.

Form 990 Schedule A is required for both Form 990 and Form 990-EZ.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. There are penalties for failing to timely file a complete return. For additional information on penalties, see Form 990 instructions or call our toll free number.

If your receipts are below $25,000, and we send you a Form 990 Package, follow the instructions in the package on how to complete the limited return to advise us that you are not required to file.

If your exemption letter states that you are not required to file Form 990, you are exempt from these requirements.

BAPTIST CHILDRENS HOMES OF NORTH

UNRELATED BUSINESS INCOME TAX RETURN

If you receive more than $1,000 annually in gross receipts from a regular trade or business you may be subject to Unrelated Business Income Tax and required to file Form 990-T, Exempt Organization Business Income Tax Return. There are several exceptions to this tax.

1. Income you receive from the performance of your exempt activity is not unrelated business income.

2. Income from fundraisers conducted by volunteer workers, or where donated merchandise is sold, is not unrelated business income.

3. Income from routine investments such as certificates of deposit, savings accounts, or stock dividends is usually not unrelated business income.

There are special rules for income derived from real estate or other investments purchased with borrowed funds. This income is called "debt financed" income. For additional information regarding unrelated business income tax see Publication 598, Tax on Unrelated Business Income of Exempt Organizations, or call our toll free number shown above.

PUBLIC INSPECTION OF APPLICATION AND INFORMATION RETURN

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return, or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

FUNDRAISING

Contributions to you are deductible only to the extent that they are gifts and no consideration is received in return. Depending on the circumstances, ticket purchases and similar payments in conjunction with fundraising events may not qualify as fully deductible contributions.

CONTRIBUTIONS OF $250 OR MORE

Donors must have written substantiation from the charity for any charitable contribution of $250 or more. Although it is the donor's responsibility to obtain written substantiation from the charity, you can assist donors by providing a written statement listing any cash contribution or describing any

donated property.

This written statement must be provided at the time of the contribution. There is no prescribed format for the written statement. Letters, postcards and electronic (e-mail) or computer-generated forms are acceptable.

The donor is responsible for the valuation of donated property. However, your written statement must provide a sufficient description to support the donor's contribution. For additional information regarding donor substantiation, see Publication 1771, Charitable Contributions - Substantiation and Disclosure Requirements. For information about the valuation of donated property, see Publication 561, Determining the Value of Donated Property.

CONTRIBUTIONS OF MORE THAN $75 AND CHARITY PROVIDES GOODS OR SERVICES

You must provide a written disclosure statement to donors who receive goods or services from you in exchange for contributions in excess of $75.

Contribution deductions are allowable to donors only to the extent their contributions exceed the value of the goods or services received in exchange. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as fully deductible contributions, depending on the circumstances. If your organization conducts fundraising events such as benefit dinners, shows, membership drives, etc., where something of value is received, you are required to provide a written statement informing donors of the fair market value of the specific items or services you provided in exchange for contributions of more than $75.

You should provide the written disclosure statement in advance of any event, determine the fair market value of any benefit received, determine the amount of the contribution that is deductible, and state this information in your fundraising materials such as solicitations, tickets, and receipts. The amount of the contribution that is deductible is limited to the excess of any money (and the value of any property other than money) contributed by the donor less the value of goods or services provided by the charity. Your disclosure statement should be made, no later than, at the time payment is received. Subject to certain exceptions, your disclosure responsibility applies to any fundraising circumstances where each complete payment, including the contribution portion, exceeds $75. For additional information, see Publication 1771 and Publication 526, Charitable Contributions.

EXCESS BENEFIT TRANSACTIONS

Excess benefit transactions are governed by section 4958 of the Code. Excess benefit transactions involve situations where a section 501(c)(3) organization provides an unreasonable benefit to a person who is in a position to exercise substantial influence over the organization's affairs. If you believe there may be an excess benefit transaction involving your organization, you should report the transaction on Form 990 or 990-EZ. Additional information can be found in the instructions for Form 990 and Form 990-EZ, or you may call our

toll free number to obtain additional information on how to correct and report this transaction.

EMPLOYMENT TAXES

If you have employees, you are subject to income tax withholding and the social security taxes imposed under the Federal Insurance Contribution Act (FICA). You are required to withhold Federal income tax from your employee's wages and you are required to pay FICA on each employee who is paid more than $100 in wages during a calendar year. To know how much income tax to withhold, you should have a Form W-4, Employee's Withholding Allowance Certificate, on file for each employee. Organizations described in section 501(c)(3) of the Code are not required to pay Federal Unemployment Tax (FUTA).

Employment taxes are reported on Form 941, Employer's Quarterly Federal Tax Return. The requirements for withholding, depositing, reporting and paying employment taxes are explained in Circular E, Employer's Tax Guide, (Publication 15), and Employer's Supplemental Tax Guide, (Publication 15-A). These publications explain your tax responsibilities as an employer.

CHURCHES

Churches may employ both ministers and church workers. Employees of churches or church-controlled organizations are subject to income tax withholding, but may be exempt from FICA taxes. Churches are not required to pay FUTA tax. In addition, although ministers are generally common law employees, they are not treated as employees for employment tax purposes. These special employment tax rules for members of the clergy and religious workers are explained in Publication 517, Social Security and Other Information for Members of the Clergy and Religious Workers. Churches should also consult Publications 15 and 15-A. Publication 1828, Tax Guide for Churches and Religious Organizations, also discusses the various benefits and responsibilities of these organizations under Federal tax law.

PUBLIC CHARITY STATUS

Every organization that qualifies for tax-exemption as an organization described in section 501(c)(3) is a private foundation unless it falls into one of the categories specifically excluded from the definition of that term [referred to in section 509(a)(1), (2), (3), or (4)]. In effect, the definition divides these organizations into two classes, namely private foundations and public charities.

Public charities are generally those that either have broad public support or actively function in a supporting relationship to those organizations.

Public charities enjoy several advantages over private foundations. There are certain excise taxes that apply to private foundations but not to public charities. A private foundation must also annually file Form 990-PF, Return of Private Foundation, even if it had no revenue or expenses.

The Code section under which you are classified as a public charity is shown in the heading of your exemption letter. This determination is based on the information you provided and the request you made on your Form 1023 application. Please refer to Publication 557 for additional information about public charity status.

GRANTS TO INDIVIDUALS

The following information is provided for organizations that make grants to individuals. If you begin an individual grant program that was not described in your exemption application, please inform us about the program.

Funds you distribute to an individual as a grant must be made on a true charitable basis in furtherance of the purposes for which you are organized. Therefore, you should keep adequate records and case histories that demonstrate that grants to individuals serve your charitable purposes. For example, you should be in a position to substantiate the basis for grants awarded to individuals to relieve poverty or under a scholarship or education loan program. Case histories regarding grants to individuals should show names, addresses, purposes of grants, manner of selection, and relationship (if any) to members, officers, trustees, or donors of funds to you.

For more information on the exclusion of scholarships from income by an individual recipient, see Publication 520, Scholarships and Fellowships.

Group Exemption Status

This determination letter is effective starting September 6, 2005. Before September 6, 2005, your organization was included in a group ruling. The group ruling number was 2057. That group ruling indicated that your organization was exempt under Sections 501(c)(3) and 509(a)(3) of the Internal Revenue Code.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
BAPTIST CHILDREN'S HOMES OF NORTH CAROLINA INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 1

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
PO BOX 338

Requester's name and address (optional)

6 City, state, and ZIP code
THOMASVILLE, NC 27361

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
5 6 - 0 5 4 7 4 9 9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] TREASURER Date ▶ 01/01/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/15/2021

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

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

PRODUCER
Scott Insurance - Greensboro
628 Green Valley Road
Suite 306
Greensboro NC 27408

CONTACT NAME: Amy Summers
PHONE (A/C, No, Ext): 336-510-0075 FAX (A/C, No): 434-455-8965
E-MAIL ADDRESS: asummers@scottins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Company (A++)	18058
INSURER B : United Wisconsin Insurance Company (A)	29157
INSURER C : Travelers Casualty and Surety Company of America (	31194
INSURER D :	
INSURER E :	
INSURER F :	

INSURED BAPTCHI-01
Baptist Children's Homes of North Carolina, Inc.
The BCH Asheboro Home, Inc.
PO Box 338
Thomasville NC 27361-0338

COVERAGES **CERTIFICATE NUMBER:** 1425407855 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			PHPK2188360	10/1/2020	10/1/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			PHPK2188360	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			PHUB740674	10/1/2020	10/1/2021	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			0400177019	10/1/2020	10/1/2021	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Prof Liab incl Abuse & Mol			PHPK2188360	10/1/2020	10/1/2021	1,000,000 Occ	3,000,000 Agg
C	Employee Dishonesty			106809955	10/1/2020	10/1/2021	$250,000	

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

CERTIFICATE HOLDER

Rowan County DSS
1813 East Innes Street
Salisbury NC 28146

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:	Kelly Natoli, Assistant County Manager/HR Director
DATE:	07-20-21
SUBJECT:	Contract Between DSS and Coltrane L.I.F.E. Center, Inc.

Attached please find a contract between DSS and Coltrane L.I.F.E. Center, Inc. to provide adult day care services.

Please approve the attached contract.

ATTACHMENTS:

Description	Upload Date	Type
Contract	7/21/2021	Backup Material

ROWAN COUNTY
NORTH CAROLINA
Be an original.

ROWAN COUNTY CONTRACT MEMORANDUM

TO: Aaron Church, Rowan County Manager
FROM: Micah Ennis, Director
DEPT: Social Services
DATE: 7/9/2021
SUBJECT: Coltrane LIFE Center, Inc. Contract 22024

PURPOSE OF CONTRACT:
The vendor provides Adult Day Care to clients under guardianship of Rowan County Department of Social Services or to those who qualify for special assistance in Adult Protective Services Programs.

CONTRACT CERTIFICATION

By submitting this memorandum, I agree that I have:
1. Read and understand the terms of the contract.
2. To the best of my knowledge the terms, amount and activities surrounding this contract are compliant with North Carolina General Statutes, the Rowan County Purchasing Policy and any applicable regulations.
3. I have secured and attached in MUNIS the Certificate of Insurance.

7/9/2021

Signature of Director **DATE**

Contract # Fiscal Year Begins 7/1/2021 Ends 6/30/2022

This contract is hereby entered into by and between the **Rowan** County Department of Social Services (the "County") and Coltrane L.I.F.E. Center, Inc. (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is 56-1222998 and DUNS Number (required if funding from a federal funding source). 83-263-2145

1. **Contract Documents:** This Contract consists of the following documents:
   (1) This contract
   (2) The General Terms and Conditions (Attachment A)
   (3) The Scope of Work, description of services, and rate (Attachment B)
   (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
   (5) Conflict of Interest (Attachment D)
   (6) No Overdue Taxes (Attachment E)
   (7) Federal Certification Regarding Environmental Tobacco Smoke (Attachment F)
   (8) Federal Certification Regarding Lobbying (Attachment G)
   (9) Federal Certification Regarding Debarment (Attachment H)
   (10)*If applicable,* HIPAA Business Associate Addendum (checklist and forms)
   (11)Certification of Transportation (Attachment J)
   (12)*If applicable,* IRS federal tax exempt letter or 501 (c)(Attachment K) http://www.irs.gov/pub/irs-fill/k1023.pdf
   (13)Certain Reporting and Auditing Requirements (Attachment L)
   (14)State Certification (Attachment M)
   (15)Attachment N - Non-Discrimination, Clean Air, Clean Water
   (16) Contract Determination Questionnaire (required)

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

2. **Precedence among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

3. **Effective Period:** This contract shall be effective on 7/1/2021 and shall terminate on 6/30/2022,
   This contract must be twelve months or less.

4. **Contractor's Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

5. **County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed $ 107,092.00. This amount consists of $ in Federal funds (CFDA #), $ in State Funds, $ in County funds

   ☒ a. There are no matching requirements from the Contractor.

   ☐ b. The Contractor's matching requirement is $, which shall consist of:
   ☐ In-kind ☐ Cash
   ☐ Cash and In-kind ☐ Cash and/or In-kind

   The contributions from the Contractor shall be sourced from non-federal funds.
   The total contract amount including any Contractor match shall not exceed $107,092.00.

6. **Reversion of Funds:**
   Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

7. **Reporting Requirements:**
Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

8. **Payment Provisions:**

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

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

For the County:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Micah M. Ennis, Director	Name & Title	icah M. Ennis, Director
County	Rowan	County	Rowan
Mailing Address	1813 East Innes Street	Street Address	1813 East Innes Street
City, State, Zip	Salisbury NC 28146	City, State, Zip	Salisbury NC 28146
Telephone	704.216.8422		
Fax	704.638.3041		
Email	micah.ennis@rowancountync.gov		

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Susan Caudle, Executive Director	Name & Title	Susan Caudle, Executive Director
Company Name	Coltrane L.I.F.E. Center, Inc.	Company Name	Coltrane L.I.F.E. Center, Inc.
Mailing Address	321 Corban Avenue SE	Street Address	321 Corban Avenue SE
City State Zip	Concord, NC 28025	City State Zip	Concord, NC 28025
Telephone	704-788-1215		
Fax	704-788-1209		
Email	scaudle@coltranelifecenter.org		

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

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

(a) Implement adequate internal controls over disbursements;
(b) Pre-audit all vouchers presented for payment to determine:
- Validity and accuracy of payment
- Payment due date
- Adequacy of documentation supporting payment
- Legality of disbursement

(c) Assure adequate control of signature stamps/plates;
(d) Assure adequate control of negotiable instruments; and
(e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

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

13. **Federal Certifications:**
Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

14. **Specific Language Not Previously Addressed:**
(can be delted if not needed)

15. **Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

Susan Caudle — 4-9-21
Signature — Date

Susan Caudle — Executive Director
Printed Name — Title

COUNTY

7/9/2021
Signature ***(must be legally authorized to sign contracts for County DSS)*** — Date

Micah Ennis — Director
Printed Name — Title

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

Signature of County Finance Officer — Date

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

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

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

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

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

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County, the State of North Carolina, and any of their officers, agents and employees, and Federal Government from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this contract to the extent permitted by law.

Default and Termination

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

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

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

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

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

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

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

Intellectual Property Rights

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

Compliance with Applicable Laws

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

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

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

Confidentiality

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

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

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

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

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

Oversight

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

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

Miscellaneous

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

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

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

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

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.

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

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

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

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

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

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

ATTACHMENT B – Scope of Work **Federal Tax Id. or SSN 56-1222998**
Contract #

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Coltrane L.I.F.E. Center, Inc.
2. *If different* from Contract Administrator Information in General Contract:

Address

Telephone Number: Fax Number: Email:

3. Name of Program (s):
4. Status: ☐ Public ☒ Private, Not for Profit ☐ Private, For Profit
5. Contractor's Financial Reporting Year July through June

B. Explanation of Services to be provided and to whom (include SIS Service Code):

Service Code	Description
030	Adult Day Social
155	Adult Day Health
250	Transportation
165	Transportation

See G. Mutual Agreement for Additional Details

Rowan County Department of Social Services will abide by the contracted rate for Adult Day Care. The Contractor will be expected to help each participant maintain individual dignity, self-identification and live as meaningful a life as possible. The program is designed to help participants maintain a responsible level of functioning through group interaction and planned activities in a small group environment, to make living and/or coping with older adults a more comfortable and less stressful experience for family members and friends.

The program shall be based on elements of the individual service plans. Activities are to be planned jointly by staff and participants, with all program activities properly supervised. The program includes the following three types of activities:

1. Cognitive
2. Physical
3. Psychosocial

The activities plan shall be in writing with the name and details of each activity to be provided, days of the week to be conducted and approximate length of time. The activities plan will be posted weekly or monthly in a prominent place in facilities. Participants will have the choice of refusing to participate in any given activity.

See G. Mutual Agreement for additional details

C. Rate per unit of Service (define the unit):

1. If Standard Fixed Rate, Maximum Allowable.

2. Negotiated County Rate.

   A unit is defined as one day's service delivered during normal operating hours. Reimbursement will be made at a fixed unit cost rate of $33.07 per unit of Adult Day Social Service per client authorized for services by DSS, with no maximum monthly rate per client reimbursement. Reimbursement will be made at a unit cost of $40.00 per unit of Adult Day Health Care Service per client authorized for services by DSS, with no maximum monthly rate per client reimbursement. Reimbursement will be made at a unit cost of $1.50 for transportation per one way trip both from the client's home to the day care center and return from the center to the client's home per Adult Day Care client authorized for services by DSS, with no maximum monthly rate per client reimbursement. The total amount paid by the County to the Contractor under this contract shall not exceed $107,092.00, and this total program available funding will be spread among all Contractor parties.

D. Number of units to be provided: There is no established number to be provided but up to available funding. Reimbursement will be based on the above hourly rate up to a maximum of $64,840.00 SSBG funding plus $42,252.00 HCCBG funding. Payments will cease once this fiscal year maximum is reached. The maximum payment of $107,092.00 reflects the Department's total available funding for all Adult Day services and will be spread among all the Contractors contracted by the Department for this service.

E. Details of Billing process and Time Frames; Expenditures

Authorization for the provision and payment of Adult Day Care services is done through the use of the Form 5027 or the DAAS 101, which serves to establish the eligibility of each client, the date that services begin and end, and the amount of any fees, if applicable. These forms must be maintained by the administering agency at all times. In addition to the above information, this form serves as an audit trail.

The Provider will report expenditures monthly to the County Department in accordance with policy set forth by the Controller's Office, Division of Social Services, issued via the Fiscal Manual. Expenditures are to be reported on the DSS Monthly Report of Service Delivery (Form DSS-1571, Part IV) and or the Division of Aging's Aging Resource Management Systems (ARMS). Reimbursement for Adult Day Care Services should be requested monthly by use of the Form DSS-1571 which is to include a listing of the clients served, the hours of services delivered and the cost incurred during the reporting month. This report should be received in the Department of Social Services by the fifth (5th) working day of the month following receipt of the services except for the month of June. In June, this report should be received by the Department of Social Services by 5pm on July 1st or the 1st working day of July. Reimbursement by check

will be made by the fifteenth (15th) working day of the month in which the report is received.

Consumer Contributions
The County Department of Social Services will collect any contributions made by the clients. The service(s) under contract with the Contractor are services for which Consumer Contributions may be assessed. Policy regarding Consumer Contribution requirements and collection of contributions is contained in Family Services Manual, Volume VI, Chapter III. If a client is to make a contribution, the County Department will arrange with the client how that contribution will be collected.

Reporting for the Statewide Services Information System (SIS)
On the monthly report of Service Delivery (DSS Form 1571 Part IV), the units reported defined Column 12 of the 1571 Part IV are the units of service defined in Column 5 of 1.C of this attachment. Service definition and reporting instructions are found in Family Services Manual, Vol. VII, Chapter VIII.

F. Area to be served/Delivery site(s): Rowan County

G. MUTUAL AGREEMENT
Contractor Responsibilities
The Contractor shall meet all state policies and standards including but not limited to facility, staffing, staff training, activities, medication administration, etc. The program shall be certified by the Division of Aging and Adult Services as meeting adult day care standards adopted by the Social Services Commission.

Adult Day Care programs are:
1. To be designed to improve self-care and personal hygiene for increased feelings of self-worth and dignity.
2. To improve social and interactional skills,
3. To encourage involvement in social and community activities.
4. To promote capacity for independence.

Each participant shall be served a nutritious mid-day meal with morning and afternoon snacks. Special diets prescribed by a physician will be provided.

The day care center will be open five days each week except for county designated holidays, and hazardous weather conditions. The Center will close on the first day the County schools are closed due to inclement weather. The center director will determine when it is safe to re-open the center. Holidays will be listed on the Activity Calendar. Only for emergency situations will participants request early arrival or late departure. The Contractor will contact the County Department for consultation prior to terminating any DSS participant from the Day Care Program. Staff work days are scheduled at various times during the year as noted on the calendars. Monthly calendars are provided to allow for scheduling of alternate care.

Accidents or sickness should be handled in a professional manner with the participant's best interests considered.

Those days the Contractor is closed because of hazardous weather conditions will not be counted as absences for State Adult Day Care sponsored participants.

The Contractor will send to the Department with each monthly statement, a list of all the Department's referrals and action taken regarding the referrals and applications for the previous month. This notice includes the number of scheduled days of attendance and any requested changes for additional or reduced participation for all the Department's participants. The Department will be notified by the Contractor of five (5) consecutive scheduled day absences by any Department-sponsored full-time or part-time participant. The daily rate will be paid if ten (10) or less than ten (10) consecutive scheduled day absences have occurred. For participants who enter or leave the program during the month, payment will not be included for days not attended prior to admission or after discharge. After the tenth scheduled day of absences, the funding for that client will be discontinued until the client returns to the program.

The Contractor will accept or deny applicants for enrollment based upon written admissions criteria and current enrollment. The Department will also provide a summary of the person's need for service. The Department will notify the Contractor of individuals' eligibility with a DSS 5027 within 30 days for all individuals referred to DSS by the Contractor for an eligibility determination for Adult Day Care Funds.

Financial Employment Obligations

Adult Day Care workers are subject to the North Carolina Wage and Hour Act for minimum wage. The Contractor must assure that money is available to cover all wages and employer's share of all appropriate taxes, fringes, transportation and benefits for all services provided in Adult Day Care Service Agreements.

Record Retention

The Contractor agrees to retain all books, records and other documents relevant to this agreement for seven (7) years after final payment or until all audits continued beyond this period are completed. Federal auditors and any persons authorized by the Division of Aging and Adult Services or the County Department shall have the right to examine any of these materials. In the event the Contractor dissolves or otherwise goes out of existence, records produced under this agreement will be turned over to the County Department. In the event that DSS dissolves its contract with the Contractor, the Contractor agrees to grant access to DSS of above records and documents relevant to the contract period for seven (7) years after final payment or until all audits continued beyond this period are completed. All HIPAA medical information is retained for seven (7) years.

Documentation

Required inspections, reports and records shall be current at all times by the Contractor to assure continued certifications.

The Contractor also agrees to:

1. Provide the service(s) stipulated in this agreement in accordance with applicable standards for the service(s).
2. Furnish financial and program data as required to document the basis for the reimbursement rate and to document that applicable standards have been met.
3. Keep confidential any information about a client that is shared only among Department and Contractor staff who need to know in order to coordinate, manage, or deliver services to the client.
4. Comply with all State licensing standards, all applicable accrediting standards and of any other standards or criteria established by the Division of Aging and Adult Services to assure quality of services.
5. Review and comply with all applicable laws, including those Civil Rights, HIPAA, and Rehabilitation Act prohibitions against discrimination.
    a. Comply with the terms of Section 504 of the Rehabilitation Act of 1973 and all requirements imposed by or pursuant to Section 504 regulations that prohibit discrimination against handicapped persons in employment and in the operation of programs and activities receiving Federal funds.
    b. Comply with the terms of Title VI of the Federal Civil Rights Act of 1964 and all requirements imposed by or pursuant to Title VI regulations that prohibit discrimination on the grounds of race, color or national origin.
    c. Review and keep on file the NCDHHS Title VI Language Access Policy.
    d. Place the Client's Rights posters in the reception area of the agency.
    e. Place the How to File a Complaint posters in the reception area of the agency.
    f. Provide to clients, upon their request and without delay, the U.S. Department of Justice, Civil Rights Division Complaint Forms.
    g. Provide training and assistance for employees to assure that they understand and carry out expectations regarding compliance.
    h. Comply with all HIPAA rules and regulations pertaining to DSS clients as set forth by the County Department.
6. Comply with all State licensing standards, all applicable accrediting, all requirements imposed by or pursuant to the regulations issued pursuant to that Title.
7. Maintain appropriate program records, client case files which document the provision of the agreed upon service(s); and maintain a valid authorization for services (DSS-5027) for each client determined to be eligible by the County Department and authorized by the County Department for service(s) provided under this agreement.
8. Accept fiscal responsibility for deviations from the terms of this agreement as a result of acts of the Contractor or any of its officers, employees, agents or representatives.

9. Comply with all contract attachments.
10. Audit
    a. The Contractor shall be responsible for compliance with the audit requirements of Department of Health and Human Services federal regulation 45 CFR Part 74, Administration of Grants, or State Administrative Procedures Manual for Federal Block Grant Funds, whichever is applicable. These regulations stipulate that an annual audit be prepared for the fiscal year in which contract funds were received.
    b. An annual audit is to be performed in accordance with OMB Circular A-110 by an "independent auditor". "Independent Auditor" means either: (a) a state government auditor from the Department of Human Resources or the Department of Administration, Office of the State Auditor; or (b) a certified public accountant. Upon completion of the audit, a copy of the report must be forwarded to the County Department.

County Department Responsibilities
The County Department is responsible, in its selection of a Contractor, for assuring that the Contractor meets the standards and complies with regulations in this policy, that monitoring of this contract will be done during the contracting year; and that the County Department will retain the social work responsibility for client assessment and case management.

The County Department will help with appropriate referrals and help with the application process. This will involve interpretation of Adult Day Care services to prospective participants and assistance in arranging for the service, explaining to the individual and family so they will have a clear understanding of the nature of service and its purpose in relation to the applicant.

When there are multiple Contractors to receive Adult Day Care Funds, referrals will be considered on a first come, first serve basis. The participant's choice of Adult Day Care Center will be considered and respected. Need for transportation to and from the center will be explored and arranged by the Contractor, if necessary. The Department will provide supportive services and consultation to the Contractor regarding participants certified by the Department for sponsorship. This service will be directed toward developing a service plan according to the day care program and the participant's needs. The appropriateness and effectiveness of the service will be reviewed and adjusted at least annually.

The Department agrees to:
1. Determine eligibility of individuals for the service(s) in accordance with Federal and State regulations.
2. Notify the Provider on Form DSS-5027, concerning the eligibility of each individual for the services as authorized, and any changes in the individual's eligibility status.
3. Pay the Provider for services delivered to eligible individuals under the terms of this agreement in the rate specified in E. below.

4. Keep the Contractor informed of all applicable Federal and State laws, regulations, policies and standards governing the service program to which the Contractor must adhere and of any alterations to these.
5. Civil Rights Compliance
    a. Provide to the contracted agency a copy of the Rowan County DSS Language Access Plan;
    b. Provide a Client's Rights poster, in both English and Spanish, describing free interpreter services;
    c. Provide a How to File a Complaint poster, in both English and Spanish, describing the process to follow to file a complaint;
    d. Provide U.S. Department of Justice, Civil Rights Division Complaint Forms, in both English and Spanish;
    e. Provide training and assistance to the contracted Agency Director or designee.
6. Provide the Contractor information regarding the individual client's current Adult Day Care service needs as represented on their Individual Service Plan, developed by the County Department Social Worker in cooperation with the client and with input from the Contractor, as appropriate.
7. Provide the Contractor information on those clients participating in Consumer Contributions and the amount of those contributions.
8. Accept fiscal responsibility for deviations from the terms of this Contract as a result of acts of the Department or any of its officers, employees, agents or representatives.

Each party hereto agrees to be responsible for its own liabilities, that of its officers, employees, agents or representatives arising out of this agreement.

(Signature of County Authorized Person)	Susan Caudle **(Signature of Contractor)**
7/9/2021 **(Date Submitted)**	4-9-21 **(Date Submitted)**

FEDERAL CERTIFICATIONS

The undersigned states that:

1. He or she is the duly authorized representative of the Contractor named below;

2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:

   a. The Certification Regarding Nondiscrimination;
   b. The Certification Regarding Drug-Free Workplace Requirements;
   c. The Certification Regarding Environmental Tobacco Smoke;
   d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
   e. The Certification Regarding Lobbying;

3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;

4. [Check the applicable statement]

   [ ] He or she **has completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has made, or has an agreement to make**, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;

   OR

   [ ] He or she **has not completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has not made**, and **has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.

5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Susan Caudle — Executive Director

Signature — **Title**

4-9-21

Contractor Name — **Date**

[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]

I. Certification Regarding Nondiscrimination

The Contractor certifies that it **will** comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

II. Certification Regarding Drug-Free Workplace Requirements

1. The Contractor certifies that it will provide a drug-free workplace by:

   a. Publishing a statement notifying 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 violation of such prohibition;

   b. Establishing a drug-free awareness program to inform employees about:

      i. The dangers of drug abuse in the workplace;

      ii. The Contractor's policy of maintaining a drug-free workplace;

      iii. Any available drug counseling, rehabilitation, and employee assistance programs; and

      iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

   c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);

   d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:

      i. Abide by the terms of the statement; and

      ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

   e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;

   f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:

      i. Taking appropriate personnel action against such an employee, up to and including termination; or

      ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

   g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

   Address

   Street

   _____

   City, State, Zip Code

   _____

   Street

   _____

   City, State, Zip Code

   _____

3. Contractor will inform the Department of any additional sites for performance of work under this agreement.

4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

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 $1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

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 subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to 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.

9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

1. **The prospective lower tier participant certifies,** by submission of this document, 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.

V. Certification Regarding Lobbying

The Contractor 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, 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 Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of $100,000.00 or more and that all subrecipients shall certify and disclose accordingly.

4. 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, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

1. Identify the status of the covered Federal action.

2. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

4. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

5. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

6. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

7. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

8. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.

9. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).

10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.

13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

Coltrane L.I.F.E. Center, Inc.

Disclosure Of Lobbying Activities
(Approved by OMB 0344-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	☐ a. Bid/offer/application ☐ b. Initial Award ☐ c. Post-Award	☐ a. initial filing ☐ b. material change **For Material Change Only:** Year_____ Quarter_____ Date Of Last Report:_____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier (if known) _____ Congressional District (if known) _____	Congressional District (if known) _____
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number (if applicable) _____
8. Federal Action Number (if known)	9. Award Amount (if known) $
10. a. Name and Address of Lobbying Entity (*if individual, last name, first name, MI*): (*attach Continuation Sheet(s) SF-LLL-A, if necessary*)	b. Individuals Performing Services (*including address if different from No. 10a.*) (*last name, first name, MI*): (*attach Continuation Sheet(s) SF-LLL-A, if necessary*)
11. Amount of Payment (*check all that apply*): $ _____ actual planned 12. Form of Payment (*check all that apply*): ☐ a. cash ☐ b. In-kind; specify: Nature _____ Value _____	13. Type of Payment (*check all that apply*): ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11(*attach Continuation Sheet(s) SF-LLL-A, if necessary*):

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____

Federal Use Only	Authorized for Local Reproduction Standard Form - LLL

CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY

State of North Carolina

County Cabarrus

I, Pamela H. Hayworth, Notary Public for said County and State, certify that Susan Caudle personally appeared before me this day and acknowledged that he/she is Executive Director of Coltrane LIFE Center [name of Organization]

and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the 27th day of January, 2020.

Sworn to and subscribed before me this 26th day of April, 2021.

Pamela H Hayworth
(Official Seal) Notary Public

My Commission expires March 22, 2022

Instruction for Organization:
Sign and attach the following pages after adopted by the Board of Directors/Trustees or other governing body OR replace the following with the current adopted conflict of interest policy.

Coltrane LIFE Center, Inc.
Name of Organization

Susan Caudle
Signature of Organization Official

Conflict of Interest Policy Example

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

F. Violations of the Conflicts of Interest Policy -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other

governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

G. **Record of Conflict** -- The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

Coltrane LIFE Center
Name of Organization

Susan Caudle
Signature of Organization Official

4-9-21
Date

Coltrane
L.I.F.E. Center, Inc.
Adult Day Care Services

No Overdue Tax Debts

4/15/21

To: State Agency Head and Chief Fiscal Officer

Certification:

We certify that the Coltrane LIFE Center, Inc. does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

Sworn Statement:

Gary Sheetz and Susan Caudle being duly sworn, say that we are the Board Chair and Executive Director, respectively, of Coltrane LIFE Center, Inc. of Concord in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Gary B. Sheetz
Board Chair

Susan Caudle
Executive Director

Sworn to and subscribed before me on the day of the date of said certification.

Pamela H Hayworth
(Notary Signature and Seal)

My Commission Expires: March 22, 2022

[1]G.S. 105-243.1 defines: Overdue tax debt. - Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Rowan County Department of Social Services/Human Services

By execution of this Agreement the Contractor certifies that it will provide safe client transportation by:

1. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;

2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;

3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;

4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the Rowan County Department of Social Services;

5. Insuring that no more than one quarter of one percent of all trips be missed by the contractor during the course of the contract period; (*Medicaid only*)

6. Insuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month; (*Medicaid only*)

7. Contractor will maintain records documenting the following (*County may require contractor to provide):*
   a. Valid current copies of Drivers License for all drivers;
   b. Current valid Vehicle Registration, for all vehicles transporting clients;
   c. Driving records for all drivers for the past three years and with annual updates;
   d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
   e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.

8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs (*signature on this form confirms this statement*).

Susan Caudle	Executive Director
Signature	Title
Coltrane LIFE Center	4-9-21
Agency/Organization	Date

(Certification signature should be same as Contract signature.)

ATTACHMENT K

What is a Private Non Profit Agency?

Answer: A private non profit is an organization that is incorporated under State law and whose purpose is not to make a profit, but rather to further a charitable, civic, religious, scientific, or other lawful purpose. The Secretary of State's office grants corporate status to organizations in North Carolina.

What is a 501(c)(3) designation?

Answer: When the agency becomes a state private non profit corporation, it can then apply for 501(c)(3) designation through the IRS. Once the IRS grants 501(c)(3) status, the organization is exempt from certain taxes and any donations to the charitable organization are tax deductible. Many individuals and organizations prefer to make donations to 501(c)(3) private non profits.

Who can obtain a 501(c)(3) designation?

Answer: Any organization or group can apply for 501(c)(3) status, provided their charter or mission focuses on the non profit's objective.

Another option is to apply for a 509(a)(1) status which falls under the 501(c)(3) umbrella. Being a 509(a)(1) designates an organization as a tax-free public charity that receives most of its support from a governmental unit or from the general public. Becoming a 509(a)(1) provides public recognition of tax-exempt status, advance assurance to donors of deductibility of contributions, exemption from certain State and federal taxes, and non profit mailing privileges. Organizations that typically qualify are churches, educational institutions, hospitals, and governmental units.

How does a Private Non Profit obtain Tax Exempt Status?

EO Web Site [www.irs.gov/eo]

IRS TE/GE Customer Service

You may direct technical and procedural questions concerning charities and other nonprofit organizations, including questions about your tax-exempt status and tax liability, to the IRS Tax Exempt and Government Entities Customer Account Services at (877) 829-5500 (toll-free number).

If you prefer to write, you may write at:

Internal Revenue Service
Exempt Organizations Determinations
P.O. Box 2508
Cincinnati, OH 45201

You may also contact the Taxpayer Advocate Service, an independent organization within the IRS that helps taxpayers resolve problems with the IRS and recommends changes that will prevent problems.

A private non profit must apply to the IRS for tax exempt status. To qualify, applicants must complete and submit to the IRS Form 1023. Once federal tax exempt status is granted, the private non profit applies for State tax exempt status by completing Form CD-435 and submitting it to the N. C. Department of Revenue.

What must a County Department of Social Services/Human Services do?

Answer: Verify the Tax Exempt Letter. Check date for expiration and check if current address of agency is reflected.

State Certifications

Contractor Certifications Required by North Carolina Law

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

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

Certifications

(1) **Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009),** the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.

(2) **Pursuant to G.S. 143-48.5 and G.S. 143-133.3**, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov

(3) **Pursuant to G.S. 143-59.1(b),** the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:

(a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**

(b) [check **one** of the following boxes]

☐ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**

☐ The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.

(4) **Pursuant to G.S. 143-59.2(b),** the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.

(5) **Pursuant to G.S. 143B-139.6C**, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.

(6) The undersigned hereby certifies further that:

(a) He or she is a duly authorized representative of the Contractor named below;

(b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and

(c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1and -59.2 shall be guilty of a Class I felony.

Contractor's Name: Coltrane LIFE Center

Contractor's Authorized Agent: Signature Susan Caudle Date 4-9-21

Printed Name Susan Caudle Title Executive Director

Witness: Signature Pamela H Hayworth Date 4/9/21

Printed Name Pamela H Hayworth Title Admin/Financial Assistant

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

ATTACHMENT N

Rowan County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).
The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit http://www.lep.gov.

Ensuring Equal Opportunity Access for Persons with Disabilities: **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.
DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (ITY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: http://www.ada.gov.

IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:

(i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and

(ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.

f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.

g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

Susan Caudle — Signature

Executive Director — Title

Coltrane LIFE Center — Agency/Organization

4-9-21 — Date

(Certification signature should be same as Contract signature.)

COLTLIF-01 TBEAVER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/8/2021

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

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

PRODUCER	CONTACT NAME: Ashlee Hill
Hood Hargett & Associates, Inc. PO Box 30127 Charlotte, NC 28230	PHONE (A/C, No, Ext): (704) 602-9523 FAX (A/C, No): E-MAIL ADDRESS: ashlee@hoodhargett.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Selective Ins Co of America	12572
INSURER B : Accident Fund General Ins Co	12304
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Coltrane Life Center, Inc.
321 Corban Avenue, SE
Concord, NC 28025

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			S 2448216	7/1/2021	7/1/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			S 2448216	7/1/2021	7/1/2022	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			S 2448216	7/1/2021	7/1/2022	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WCV 6191735	7/1/2021	7/1/2022	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Prof. Liability			S 2448216	7/1/2021	7/1/2022	$1M per Occ. / Agg	3,000,000
A	Abuse / Molestation			S 2448216	7/1/2021	7/1/2022	$1M per Occ/ Agg	3,000,000

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

CERTIFICATE HOLDER

Rowan County Department of Social Services
1813 East Innes Street
Salisbury, NC 28146

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

John P. Tapp

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ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:	Kelly Natoli, Assistant County Manager/HR Director
DATE:	07-20-21
SUBJECT:	Contract Between DSS and Miracle Houses, Inc.

Attached please find a contract between DSS and Miracle Houses, Inc. to provide therapeutic foster care services.

Please approve the attached contract.

ATTACHMENTS:

Description	Upload Date	Type
Contract	7/21/2021	Backup Material

ROWAN COUNTY
NORTH CAROLINA
Be an original.

ROWAN COUNTY CONTRACT MEMORANDUM

TO: Aaron Church, Rowan County Manager
FROM: Micah Ennis, Director
DEPT: Social Services
DATE: 7/14/21
SUBJECT: Miracle Houses, Inc. Contract 22063

PURPOSE OF CONTRACT:
The vendor provides therapeutic foster care services to children that are in the custody of RCDSS.

CONTRACT CERTIFICATION

By submitting this memorandum, I agree that I have:
1. Read and understand the terms of the contract.
2. To the best of my knowledge the terms, amount and activities surrounding this contract are compliant with North Carolina General Statutes, the Rowan County Purchasing Policy and any applicable regulations.
3. I have secured and attached in MUNIS the Certificate of Insurance.

Signature of Director

5/28/2021
DATE

Contract # Fiscal Year Begins 7/1/2021 Ends 6/30/2022

This contract is hereby entered into by and between the Rowan County Department of Social Services (the "County") and Miracle Houses, Inc. (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is 56-2264206 and DUNS Number (required if funding from a federal funding source).

1. **Contract Documents:** This Contract consists of the following documents:
   (1) This contract
   (2) The General Terms and Conditions (Attachment A)
   (3) The Scope of Work, description of services, and rate (Attachment B)
   (4) Combined Federal Certifications (Attachment C)
   (5) Conflict of Interest Policy (Attachment D)
   (6) No Overdue Taxes (Attachment E)
   (7) *If applicable,* HIPAA Business Associate Addendum (checklist and forms) (Attachment I)
   (8) Certification of Transportation (Attachment J)
   (9) *If applicable,* IRS federal tax exempt letter or 501(c)3 (Attachment K) http://www.irs.gov/pub/irs-fill/k1023.pdf
   (10)Certain Reporting and Auditing Requirements (Attachment L)
   (11)State Certification (Attachment M)
   (12)Attachment N - Non-Discrimination, Clean Air, Clean Water
   (16) Contract Determination Questionnaire (required)

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

2. **Precedence among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

3. **Effective Period:** This contract shall be effective on7/1/2021 and shall terminate on 6/30/2022,
   This contract must be twelve months or less.

4. **Contractor's Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

5. **County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed $ 150,000.00.
   This amount consists of $ in Federal funds (CFDA #), $ in State Funds, $ in County funds

   ☒ a. There are no matching requirements from the Contractor.

   ☐ b. The Contractor's matching requirement is $, which shall consist of:
   ☐ In-kind ☐ Cash
   ☐ Cash and In-kind ☐ Cash and/or In-kind

   The contributions from the Contractor shall be sourced from non-federal funds.
   The total contract amount including any Contractor match shall not exceed $150,000.00.

6. **Reversion of Funds**:
   Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

7. **Reporting Requirements:**
Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

8. **Payment Provisions:**

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

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

For the County:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Micah M. Ennis, Director	Name & Title	Micah M. Ennis, Director
County	Rowan	County	Rowan
Mailing Address	1813 East Innes Street	Street Address	1813 East Innes Street
City, State, Zip	Salisbury NC 28146	City, State, Zip	Salisbury NC 28146
Telephone	704.216.8422		
Fax	704.638.3041		
Email	Micah.Ennis@rowancountync.gov		

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	~~Nikki T. Utsey/Executive Coordinator~~ Xavier Young, COO	Name & Title	~~Nikki T. Utsey/Executive Coordinator~~ Xavier Young, COO
Company Name	Miracle Houses, Inc.	Company Name	Miracle Houses, Inc.
Mailing Address	4410 E. Independence Blvd.	Street Address	4410 E. Independence Blvd.
City State Zip	Charlotte NC 28205	City State Zip	Charlotte NC 28205
Telephone	704.535.4447		
Fax	704.535.4476		
Email	~~nutsey@miraclehouses.org~~ xyoung@miraclehouses.org		

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

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

(a) Implement adequate internal controls over disbursements;
(b) Pre-audit all vouchers presented for payment to determine:
- Validity and accuracy of payment
- Payment due date
- Adequacy of documentation supporting payment
- Legality of disbursement

(c) Assure adequate control of signature stamps/plates;
(d) Assure adequate control of negotiable instruments; and
(e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

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

13. **Federal Certifications:**
Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

14. **Specific Language Not Previously Addressed:**
(can be delted if not needed)

15. **Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

Signature — Date: 4/15/21

Xavier Youney — Printed Name

Chief Operating Officer — Title

COUNTY

Signature *(must be legally authorized to sign contracts for County DSS)* — Date: 5/28/2021

Micah Ennis — Printed Name

Director — Title

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

Signature of County Finance Officer — Date

GENERAL TERMS AND CONDITIONS

Relationships of the Parties

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

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

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

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

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County, the State of North Carolina, and any of their officers, agents and employees, and Federal Government from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this contract to the extent permitted by law.

Default and Termination

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

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

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

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

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

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

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

Intellectual Property Rights

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

Compliance with Applicable Laws

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

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

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

Confidentiality

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

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

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

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

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

Oversight

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

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

Miscellaneous

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

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

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

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

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.

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

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

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

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

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

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

ATTACHMENT B – Scope of Work **Federal Tax Id. or SSN 56-2264206**
Contract #

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Miracle Houses, Inc.

2. *If different* from Contract Administrator Information in General Contract:

Address

Telephone Number: Fax Number: Email:

3. Name of Program (s):

4. Status: ☐ Public ☐ Private, Not for Profit ☒ Private, For Profit

5. Contractor's Financial Reporting Year January through December

B. Explanation of Services to be provided and to whom (include SIS Service Code):

See MUTUAL AGREEMENT SECTION

C. Rate per unit of Service (define the unit): Residential Treatment/Level 3/0-4 beds

1. If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)

Standard Board Rates	Monthly Rates		
	Age 0-5	Age 6-12	Age 13+
Foster Care Therapeutic Foster Care Residential Treatment (Level 2)	$475	$581	$634
Child Placing Agency	$1,433	$1,564	$1,638
Residential Child Caring Institution	$4,279	$4,437	$4,516
Standard Board and Treatment Rates	Daily Rates		
	Board	Treatment*	
Residential Treatment Level 3, 0-4 beds	$43	$232.88	
Residential Treatment Level 3, 5+ beds	$33	$189.75	
Residential Treatment Level 4, 0-4 beds	$43	$315.71	
Residential Treatment Level 4, 5+ beds	$40	$315.71	
*Treatment Rates set by DMA and are subject to change.			

2. Negotiated County Rate.
Additional county funds per individual client agreements.

D. Number of units to be provided: The number of applications submitted by the Rowan County DSS and accepted by the Contractor during each fiscal year shall equal the number of units provided.

E. Details of Billing process and Time Frames; Invoices are due to Rowan County DSS no later than the 3rd working day of the month and payment is issued no later than the 25th day of each month.

F. Area to be served/Delivery site(s): Rowan County clients at Contractor facilities

G. CHILD CARING INSTITUTIONS (CCIs) and the IV-E Federal Audit
CCI Contractor agrees to ensure that all employees have criminal record checks on file. CCI Contractor agrees to be responsible for any financial penalties applied to the County as a result of the CCI Contractor's failure to comply with federal or state licensure rules.

H. MUTUAL AGREEMENT

I. Both Parties Agree to:

1. Meet at least annually to review the outcome data and quality standards information, and as needed to address special projects or issues throughout the year.
2. Return all phone calls received within twenty-four (24) hours or by the end of the next business day.
3. Share all information needed to ensure a good match/appropriate placement.
4. Clearly communicate any concerns about the partnership with a problem-solving approach that prioritizes the best interest of the child and family being served.

II. Private Partner

Private Partner agrees to provide foster care services for children in the custody of County, and shall do the following:

Share Performance Data:

1. Provide data to the County annually or as needed for special projects or to address specific concerns.
2. Complete ***Quality Standards Tool*** and provide to the County annually. (see attached)
3. Complete ***Outcome Data Dashboard*** regarding Safety, Permanency, and Child Well-Being and provide aggregate data on an annual basis. (see attached)
4. Ensure records are accessible for review for monitoring services rendered and for financial audits.
5. Ensure records are accessible for research and evaluation. Upon request of County, Private Partner shall provide data about individual children for research and study.

Provide Services:

1. Provide foster care services, guided by an individualized permanency and/or treatment plan to be developed with the child's social worker within 30 days of admission.
2. Provide for each child's safety, shelter, emotional, nutritional, and basic everyday needs. Within reason and to be negotiated as needed, provide for personal hygiene items, school supplies, school field trips, extracurricular activities, photos, and yearbooks.

3. Within reason and to be negotiated as needed, maintain the child's clothing inventory, providing adequate and appropriate attire to meet the child's growth, wear/tear, seasonal, and educational needs. A clothing inventory at admission and a clothing inventory at discharge (adequate for transition to the next placement) shall be completed.
4. Participate in County-supervised visits between child and family.
5. Train and support foster parents in shared parenting with biological parents.
6. Provide transportation within 100 miles round trip to and from parental visits, school, and medical, dental, and therapy appointments if required.
7. Coordinate non-emergency, temporary respite care placements that have been approved by a child's County-assigned social worker.
8. For placements involving mental health treatment (Levels 2-4, PRTF), provide case management including development and maintenance of Person-Centered Plan and oversee requests for authorizations and reauthorizations.
9. Adhere to the County's policy/procedures regarding discipline of children in foster care.
10. Adhere to the County's procedures for applying for day care (if applicable).

Communication and Planning:

1. Notify County immediately when a child receives emergency care, is hospitalized, is placed in detention, or is absent/missing (e.g., on the run). Private Partner will also notify local authorities immediately upon discovering a child is missing.
2. When a child is transported to the hospital for an emergency psychiatric hospital assessment, accompany/supervise the child in the emergency room for up to 4 hours to allow County adequate travel and coordination time to respond to the event.
3. Communicate with the County monthly regarding each child's needs and progress in the program, unless more frequent communications are needed based on the specific circumstances.
4. Notify County of Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
5. With County, coordinate planning for any move of the child.
6. Work closely with County to develop a written transition plan within 7 business days prior to discharge from program.
7. Attend Permanency Planning Review meetings for each child. If attendance is not feasible, Private Partner will submit a written report prior to said meeting.
8. Attend court hearings and provide information to the court as needed. If attendance is not feasible, review report prior to court. Private Partner should provide a written summary to the court regarding each child's progress.
9. Provide County a minimum 30 day grace period prior to discharge of any child so that an appropriate subsequent placement can be secured. Shorter periods may be agreed upon if the Parties deem it necessary.
10. If Private Partner is the clinical home for the child: if after consultation with the County it is determined that continuation of the placement is not beneficial, provide 30 days notice to the County to arrange another more appropriate placement. Private Partner will continue meeting the child's clinical needs until another provider can assume clinical home responsibility for the child.

11. Discuss potential medication changes with the child's social worker, and provide written notification of medication changes or current medication list within 24 hours of changes, and upon discharge.
12. Provide a discharge summary within thirty (30) days of discharge, including history, course of treatment, progress in care, medications, and plan for the child.

III. County

The County shall retain custody of each child while the child is placed with the Private Partner, and shall do the following:

Share Information:

1. Provide the following for each child upon admission:
    a. Verification of current physical exam within the last 12 months and assist with scheduling of exam within 72 hours of placement.
    b. Social Security card (copy of).
    c. Medicaid card.
    d. Documentation of custody.
    e. Case history, including information regarding special court sanctions, treatment plans, and medical records.
    f. Out-of-home family services agreement.
    g. Psychological evaluation (if applicable).
    h. Immunization record.
    i. Visitation agreement (if applicable).
    j. Child Health Status Component (DSS-5125-II).
    k. Education Component (DSS-5245).
    l. Birth certificate (copy of).
    m. School enrollment letter (if applicable).
    n. A document outlining the financial criteria for each child. A signed copy of the document must be returned to the County in order for Private Partner to receive financial payment for the child. In the event of an emergency placement, the document will be provided to the Private Partner within seven (7) working days.
    o. Any other forms or information required by the Private Partner.

Provide Services:

1. Conduct regular, face-to-face visits with Private Partner on at least a monthly basis to review each child's progress toward meeting the goals of the out-of-home services agreement and treatment plan.

2. Conduct in-person visits with each child at least once a month in the placement provider's home.
3. Monitor and assure implementation of all aspects of a child's treatment plan, including court-ordered visitation by parent/guardian.
4. Enroll/withdraw the child in school.
5. Collaborate with Private Partner to support shared parenting between foster parents and children's biological parents.

Communication and Planning:

1. Coordinate required medical exams for each child and advise Private Partner of results.
2. If not provided at placement (due to emergency circumstances), share the out-of-home family services agreement for each child within 7 business days of when it is developed.
3. Share updated out-of-home family services agreement every six months or when the child or family's circumstances or needs change.
4. Maintain close communication with the Private Partner regarding treatment issues, changes in each child's family situation, child/family needs, and discharge planning for each child.
5. Attend Child and Family Team meetings, Treatment Team meetings, and other planning meetings as necessary.
6. Provide a ten (10) day notice for all Permanency Planning Meetings and court dates, and notify Private Partner when the Permanency Plan changes.
7. Notify the child's parent/guardian and Guardian ad Litem when child will be moved or has been moved.
8. Plan for discharge in concert with the Private Partner's treatment team, providing a 7 business day advance notice prior to discharge.
9. Be available or have the supervisor or after hours staff respond to emergencies.

(Signature of County Authorized Person)

5/28/2021

(Date Submitted)

(Signature of Contractor)

9/15/21

(Date Submitted)

FEDERAL CERTIFICATIONS

The undersigned states that:

1. He or she is the duly authorized representative of the Contractor named below;

2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:

   a. The Certification Regarding Nondiscrimination;
   b. The Certification Regarding Drug-Free Workplace Requirements;
   c. The Certification Regarding Environmental Tobacco Smoke;
   d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
   e. The Certification Regarding Lobbying;

3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;

4. [Check the applicable statement]

   [ ] He or she **has completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has made, or has an agreement to make,** a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;

   OR

   [✓] He or she **has not completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has not made,** and **has no agreement to make,** any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.

5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

[signature]	Chief Operating Officer
Signature	**Title**
Miracle Houses, Inc.	4/15/21
Contractor Name	**Date**

[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]

I. Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

II. Certification Regarding Drug-Free Workplace Requirements

1. The Contractor certifies that it will provide a drug-free workplace by:

   a. Publishing a statement notifying 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 violation of such prohibition;

   b. Establishing a drug-free awareness program to inform employees about:

      i. The dangers of drug abuse in the workplace;

      ii. The Contractor's policy of maintaining a drug-free workplace;

      iii. Any available drug counseling, rehabilitation, and employee assistance programs; and

      iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

   c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);

   d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:

      i. Abide by the terms of the statement; and

      ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

   e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;

   f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:

      i. Taking appropriate personnel action against such an employee, up to and including termination; or

      ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

   g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Address

Street 4410 E. Independence Blvd.

City, State, Zip Code Charlotte, NC 28205

Street

City, State, Zip Code

3. Contractor will inform the Department of any additional sites for performance of work under this agreement.

4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

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 $1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

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 subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to 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.

9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

1. **The prospective lower tier participant certifies,** by submission of this document, 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.

V. Certification Regarding Lobbying

The Contractor 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, 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 Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of $100,000.00 or more and that all subrecipients shall certify and disclose accordingly.

4. 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, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

1. Identify the status of the covered Federal action.

2. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

4. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

5. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

6. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

7. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

8. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.

9. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).

10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.

13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

Miracle Houses, Inc.

Disclosure Of Lobbying Activities
(Approved by OMB 0344-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	☐ a. Bid/offer/application ☐ b. Initial Award ☐ c. Post-Award	☐ a. initial filing ☐ b. material change **For Material Change Only:** Year_____ Quarter_____ Date Of Last Report:_____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier (if known) _____ Congressional District (if known) _____	Congressional District (if known) _____
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number (if applicable) _____
8. Federal Action Number (if known)	9. Award Amount (if known) $
10. a. Name and Address of Lobbying Entity (*if individual, last name, first name, MI*): (*attach Continuation Sheet(s) SF-LLL-A, if necessary*)	b. Individuals Performing Services (*including address if different from No. 10a.*) (*last name, first name, MI*): (*attach Continuation Sheet(s) SF-LLL-A, if necessary*)
11. Amount of Payment (*check all that apply*): $ _____ actual planned 12. Form of Payment (*check all that apply*): ☐ a. cash ☐ b. In-kind; specify: Nature _____ Value _____	13. Type of Payment (*check all that apply*): ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11(*attach Continuation Sheet(s) SF-LLL-A, if necessary*):

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____

Federal Use Only	Authorized for Local Reproduction Standard Form - LLL

Conflict of Interest Policy Example

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

F. Violations of the Conflicts of Interest Policy -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

G. **Record of Conflict** -- The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

##ContractorName##
Name of Organization : Miracle Houses, Inc.

Signature of Organization Official

9/15/21
Date

Miracle Houses, Inc.

CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY

State of North Carolina

County Mecklenburg

I, Cecil W Mann Jr., Notary Public for said County and State, certify that

XL Young personally appeared before me this day and acknowledged

that he/she is _____ of

_____
[name of Organization]

and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the 12 day of May, 2021.

Sworn to and subscribed before me this 12 day of May, 2021

_____
(Official Seal)

Notary Public

My Commission expires March 20, 2022

Instruction for Organization:

Sign and attach the following pages after adopted by the Board of Directors/Trustees or other governing body OR replace the following with the current adopted conflict of interest policy.

Miracle Houses, Inc
Name of Organization

Signature of Organization Official

Miracle Houses, Inc.

State Grant Certification – No Overdue Tax Debts

Instructions: Grantee/Contractor should complete this certification for all state funds received. Entity should enter appropriate data in the yellow highlighted areas. The completed and signed form should be provided to the state agency funding the grant to be attached to the contract for the grant funds. A copy of this form, along with the completed contract, should be kept by the funding agency and available for review by the Office of State Budget and Management.

Note: If you have a contract that extends more than one state fiscal year, you will need to obtain an updated certification for each year of the contract.

Entity's Letterhead

[Date of Certification (mmddyyyy)]

To: State Agency Head and Chief Fiscal Officer

Certification:

We certify that the *[insert organization's name]* does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

Sworn Statement:

[Name of Board Chair] and [Name of Second Authorizing Official] being duly sworn, say that we are the Board Chair and [Title of the Second Authorizing Official], respectively, of [insert name of organization] of [City] in the State of [Name of State]; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Board Chair

[Title of Second Authorizing Official]

Sworn to and subscribed before me on the day of the date of said certification.

(Notary Signature and Seal)

My Commission Expires: March 202022

If there are any questions, please contact the state agency that provided your grant. If needed, you may contact the North Carolina Office of State Budget and Management:
NCGrants@osbm.nc.gov-(919)807-4795

[1] G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."

MS&NCD Form 0008
Eff. July 1, 2005
Revised July 18, 2006, 7/07, 8/09, 9/11

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Rowan County Department of Social Services/Human Services

By execution of this Agreement the Contractor certifies that it will provide safe client transportation by:

1. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;

2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;

3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;

4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the Rowan County Department of Social Services;

5. Insuring that no more than one quarter of one percent of all trips be missed by the contractor during the course of the contract period; (*Medicaid only*)

6. Insuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month; (*Medicaid only*)

7. Contractor will maintain records documenting the following (*County may require contractor to provide):*
   a. Valid current copies of Drivers License for all drivers;
   b. Current valid Vehicle Registration, for all vehicles transporting clients;
   c. Driving records for all drivers for the past three years and with annual updates;
   d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
   e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.

8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs (*signature on this form confirms this statement*).

[signature]	Chief operating officer
Signature	Title
Miracle Houses, Inc	4/15/21
Agency/Organization	Date

(Certification signature should be same as Contract signature.)

ATTACHMENT K

What is a Private Non Profit Agency?

Answer: A private non profit is an organization that is incorporated under State law and whose purpose is not to make a profit, but rather to further a charitable, civic, religious, scientific, or other lawful purpose. The Secretary of State's office grants corporate status to organizations in North Carolina.

What is a 501(c)(3) designation?

Answer: When the agency becomes a state private non profit corporation, it can then apply for 501(c)(3) designation through the IRS. Once the IRS grants 501(c)(3) status, the organization is exempt from certain taxes and any donations to the charitable organization are tax deductible. Many individuals and organizations prefer to make donations to 501(c)(3) private non profits.

Who can obtain a 501(c)(3) designation?

Answer: Any organization or group can apply for 501(c)(3) status, provided their charter or mission focuses on the non profit's objective.

Another option is to apply for a 509(a)(1) status which falls under the 501(c)(3) umbrella. Being a 509(a)(1) designates an organization as a tax-free public charity that receives most of its support from a governmental unit or from the general public. Becoming a 509(a)(1) provides public recognition of tax-exempt status, advance assurance to donors of deductibility of contributions, exemption from certain State and federal taxes, and non profit mailing privileges. Organizations that typically qualify are churches, educational institutions, hospitals, and governmental units.

How does a Private Non Profit obtain Tax Exempt Status?

EO Web Site [www.irs.gov/eo]

IRS TE/GE Customer Service

You may direct technical and procedural questions concerning charities and other nonprofit organizations, including questions about your tax-exempt status and tax liability, to the IRS Tax Exempt and Government Entities Customer Account Services at (877) 829-5500 (toll-free number).

If you prefer to write, you may write at:

Internal Revenue Service
Exempt Organizations Determinations
P.O. Box 2508
Cincinnati, OH 45201

You may also contact the Taxpayer Advocate Service, an independent organization within the IRS that helps taxpayers resolve problems with the IRS and recommends changes that will prevent problems.

A private non profit must apply to the IRS for tax exempt status. To qualify, applicants must complete and submit to the IRS Form 1023. Once federal tax exempt status is granted, the private non profit applies for State tax exempt status by completing Form CD-435 and submitting it to the N. C. Department of Revenue.

What must a County Department of Social Services/Human Services do?

Answer: Verify the Tax Exempt Letter. Check date for expiration and check if current address of agency is reflected.

State Certifications

Contractor Certifications Required by North Carolina Law

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

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

Certifications

(1) **Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009)**, the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.

(2) **Pursuant to G.S. 143-48.5 and G.S. 143-133.3**, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov

(3) **Pursuant to G.S. 143-59.1(b),** the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:

(a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**

(b) [check **one** of the following boxes]

☐ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**

☐ The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.

(4) **Pursuant to G.S. 143-59.2(b)**, the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.

(5) **Pursuant to G.S. 143B-139.6C**, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.

(6) The undersigned hereby certifies further that:

(a) He or she is a duly authorized representative of the Contractor named below;

(b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and

(c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1and -59.2 shall be guilty of a Class I felony.

Contractor's Name: Miracle Houses, Inc.

Contractor's Authorized Agent: Signature _____ Date 9/15/21

Printed Name ~~Xavier Harris~~ Title Chief Operating Officer

Witness: Signature _____ Date 9/15/21

Printed Name Bobby N. Camp Title Executive Director

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

ATTACHMENT N

Rowan County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).
The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit http://www.lep.gov.

Ensuring Equal Opportunity Access for Persons with Disabilities: **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.
DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (ITY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: http://www.ada.gov.

IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:

(i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and

(ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.

f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.

g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

Signature

Chief Operating Officer
Title

Miracle Houses, Inc.
Agency/Organization

9/15/21
Date

(Certification signature should be same as Contract signature.)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Patsy Camp

2 Business name/disregarded entity name, if different from above
Miracle Houses Inc.

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
9410 E. Independence Blvd

Requester's name and address (optional)

6 City, state, and ZIP code
Charlotte, NC 28205

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
56 - 2264206

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 9/21/21

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/15/2021

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

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

PRODUCER	CONTACT NAME: Lisa Smith	
ISU Gilmore Insurance 900 Branchview DR NE Suite 202 Concord, NC 28025	PHONE (A/C, No, Ext): (704)788-1415	FAX (A/C, No): (704)788-1421
	E-MAIL ADDRESS: lsmith@gilmoreins.net	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Philadelphia Indemnity Insurance Co	18058
INSURER B :	Progressive Southeastern Ins. Co.	38784
INSURER C :	Travelers Property Casualty Co. of America	36161
INSURER D :		
INSURER E :		
INSURER F :		

INSURED

Miracle Houses Inc.
4410 E Independence Blvd
Charlotte, NC 28205

COVERAGES **CERTIFICATE NUMBER: 00006997-2311670** **REVISION NUMBER: 78**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y		PHPK2231244	01/30/2021	01/30/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 100,000 5,000 1,000,000 3,000,000 3,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY X SCHEDULED AUTOS NON-OWNED AUTOS ONLY			023542797	08/21/2020	08/21/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		6JUB1K54860520	08/15/2020	08/15/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
A	Professional Liab			PHPK2231244	01/30/2021	01/30/2022	See below		3,000,000
A	Hired & Non Owned			PHPK2231244	01/30/2021	01/30/2022	Auto		1,000,000

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

Professional Liabilty: $1,000,000 per occurence; $3,000,000 aggregate
Sexual Abuse Liability: $1,000,000 abusive conduct limit; $1,000,000 aggregate
Retro Date 1-30-09
Locations: 6421 MONTEITH AVE, CHARLOTTE NC 28216; 5212 SWEARINGAN DR, CHARLOTTE, NC 28216; 1418 JULES COURT, CHARLOTTE, NC 28226; 7508 E. INDEPENDENCE BLVS STE 119, CHARLOTTE NC 28227; AND 544
(continued on ACORD 101 Additional Remarks Schedule)

CERTIFICATE HOLDER

Cabarrus County DSS
PO Box 707
Concord, NC 28025

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Lisa Smith (LSI)

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AGENCY CUSTOMER ID: 00006997

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
ISU Gilmore Insurance	Miracle Houses Inc.
POLICY NUMBER: N/A	
CARRIER: Multiple Carriers / NAIC CODE:	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

(continued from Description of Operations)
MULBERRY ST, STE 613, MACON GA 31201

Workers Comp: North Carolina Coverage Only

Additional Remarks:
Cabarrus County, Its Officers, Offiicials, Agents, and Employees are named as addtional insured as respects to General Liability as per written contract and policy terms.

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Printed by LSI on April 15, 2021 at 01:14PM

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:	Valerie Steele, Airport & Transit Director
DATE:	7/22/2021
SUBJECT:	Airport Rental Uniform Service Contract

Contract for welcome mats and safety rugs at the Airport FBO.

Approve for entry into the contract control process and signature of the County Manager.

ATTACHMENTS:

Description	Upload Date	Type
Service Contract - Airport Rugs	7/22/2021	Exhibit

Rental UNIFORM SERVICE
Rental • Lease • Purchase

SERVICE CONTRACT

P.O. Box 1458 N. Barkley Road
PHONE: (704) 872-2718 • 1-800-223-8285 • Fax: (704) 873-5745
STATESVILLE, NC 28687

NEW ~~REN~~ B
CASH ~~CRED~~
WHO ~~RET~~
AUTO Y N
L.O.C. 42

Customer Name: Rowan County Airport
Street: 3620 Airport Loop Rd
City: Salisbury State: NC Zip: 28147 County: Rowan
Owner's Name:
Home Address:
City: State: Zip:
Lic. # FED I.D.#
City Limits YES NO

Customer # 74972
Route 008
Day B
Acct. No. 008B17
Stop No.
A.R. No. 74961
Installation Date

The undersigned [hereinafter "Customer"] orders from Rental Uniform Service, [hereinafter "the Company"] rental services for one or more of the following at the prices and upon the terms and conditions as set forth herein. The pricing and terms of this agreement supersede any and all prior verbal or written quotation(s).

Uniform Services Detail (See Paragraph 12):

Changes	Item Description	"Specialized"	Catalog #s	Weekly Price	Repl. Cost	Customer Initials
		YES NO				
		YES NO				
		YES NO				
		YES NO				
		YES NO				
		YES NO				

Facility Services Detail (See Paragraph 12):

Item Description	"Specialized"	Service Code	Quantity	Price Ea	Schedule	Repl. Cost	Customer Initials
3X4 Red	YES NO		1	3.92			
3X4 SLT	YES NO		1	3.92			
4X6 SLT	YES NO		3	6.57		(EOW)	
Welcome Scraper 3X5	YES NO		1	1.75			
Welcome Scraper 4X6	YES NO		2	3.75			
	YES NO						
	YES NO						

Additional charges are listed below and subject to adjustment by the Company effective upon notice to Customer, which may be in the form of an invoice:

Name Tag ✓ Prep. Charge per piece ✓ Exch. Charge per piece ✓
Environmental Charge 6.50% Delivery Charge 3.00 Sales Tax 7.00%
Emblem Charge ✓ Embroidery ✓

It is understood and agreed by the parties that from time to time Customer may request that the Company increase the services herein set forth. Additional employees and products may be added upon written or verbal request by Customer. In the event that additional services are requested by Customer, then the terms and conditions herein set forth shall apply to the additional services.

The representative of the Customer, by signing below, acknowledges that he or she has read and agrees to all terms contained on the front and back of this contract and that he or she has authority to sign on behalf of the Customer and to legally bind the Customer.

Sales Representative: Virgil Whitener

Accepted on behalf of the Company
By:
Date: 7/22/21

Customer: Rowan County Airport
Authorized Signature:
Print Name: Title:
Telephone: Fax:
Contact Person: Date:
E-mail:

Additional terms on reverse side. Rev. 6/19

1. The Company agrees to supply to Customer and Customer agrees to take from the Company, exclusively, during the term of this Contract and any extensions thereof, all of the Customer's requirements of rental services.

2. All materials remain the property of the Company. In the event that garments or items provided to Customer by the Company are lost, stolen, stained, damaged or destroyed while in Customer's possession, Customer agrees to pay the replacement costs for said items. Payments shall be due from Customer as soon as the items are lost, stolen, stained, damaged, or destroyed.

3. In the event an employee leaves Customer's employment, employee will be eliminated from billing when all garments or the replacement costs thereof have been received by the Company. Billing for any decrease in service shall be reflected on the invoice the following week.

4. Payment for services under this Contract shall be cash on delivery or Net 30, due by the 20th of the following month on approved credit. Customer agrees to provide full consolidated payment of all invoices directly to the Company. In the event Customer elects to fund payment through employee financial participation, in whole or in part, Customer agrees to provide any and all administration of collection from Customer's employees, or deduction from Customer's employees' wages, any funds Customer may designate to cover the costs associated with this Contract. All accounts thirty (30) days past due shall be subject to a service charge at the rate of 1½% per month on the unpaid balance with a minimum of $1.50. ACCOUNTS OVER 60 DAYS WILL BE COD. All accounts subject to $30.00 minimum charge less applicable taxes.

5. This service contract shall continue for a term of sixty (60) months from the date of installation. At the expiration of such term, it shall be automatically renewed for a period of sixty (60) months unless terminated by either party by written notice sent to the other party by registered or certified mail at least sixty (60) days prior to the expiration of such term.

6. If Customer sells or merges its business, Customer warrants that this contract shall be binding upon the purchaser, and Customer shall not be released from its obligations hereunder.

7. If Customer fails to comply with this Contract, or if Customer elects to terminate it for any reason prior to the expiration of the term above stated, Customer hereby agrees to, at the company's discretion, pay the Company, as liquidated damages and not as a penalty, the greater amount of two-thirds of regular weekly rental multiplied by the number of weeks remaining in the term or buy back all the garments and other products in inventory at the rates listed as replacement value.

8. Customer hereby represents that no other contract is now in effect for similar services to Customer's employees and that the Company has taken no action which would cause Customer to breach any contract for similar services with a third party.

9. In the event the Company's costs are increased during the term of this agreement due to increased cost of labor, materials or both, the price then being charged shall, at the discretion of the Company, be increased no more than five (5%) annually and such increase shall be a binding modification of this agreement, but all other terms and conditions to remain in full force.

10. Vacation and holidays have been taken into consideration in pricing. No rental credits shall be given by the Company to Customer for weeks during which the Customer and/or employees shall have vacations or holidays.

11. This Contract shall become binding as of the date of signature by Customer. Term count shall begin at the time of installation of Company property at Customer location.

12. **IMPORTANT NOTICE TO CUSTOMER:** Unless otherwise specifically warranted in writing, all garments and uniforms rented hereunder are **NOT** acid or flame retardant and contain **NO** special acid or flame retardant features. Customer should notify all of its employees of these facts and advise its employees that such garments and uniforms should **NOT** be used in areas of flammability risk or where contact with acids, hazardous materials, or ignition sources is possible. Customer agrees to notify the Company, in writing, of any hazardous materials that may be picked up by the Company in the soiled garments or other items serviced under this contract. In no case will hazardous materials be present to such an extent as to be harmful to the Company's employees. Customer agrees that the costs associated with any garments/items used in the account that are marked as "Specialized" (see Services Detail sections on front) are subject to reimbursement by the customer at prevailing replacement costs (or, if applicable according to an attached cost table) at time of garments/item termination for any reason or at the end of the term of the service contract, whichever comes first.

13. Customer agrees to release the Company from any and all damages due to installing and/or uninstalling any dispensers, lockers, cabinets, etc.

14. Customer agrees to pay the Company all costs, including actual attorneys' fees and court costs, incurred by the Company in the event that court action is required to enforce the terms of this contract. This contract shall be governed by and interpreted in accordance with the laws of the State of North Carolina and the proper venue for any action based upon this contract shall be Gaston County, North Carolina. Any such action shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any proceeding with any claim or controversy of any other party.

15. Customer hereby agrees to indemnify, defend and hold harmless the Company, its officers, owners, directors, agents, and employees from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or associated with this contract.

16. Any provision of this Contract that is prohibited, unenforceable, or not authorized in any jursidiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability, or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability, or legality of such provision in any other jurisdiction.

Acknowledged:_____

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Shane Stewart
DATE: July 23, 2021
SUBJECT: Revised Interlocal Agreement with the Town of Landis

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Since 2004, Rowan County Planning & Development have administered the Floodplain Administration for the Town of Landis. In general, these duties consist of reviewing all plans / permits for development within the town limits, responding to complaints for non-compliance, and other responsibilities related to the administration of their ordinance.

In May of this year, the Town of Landis adopted revisions to their flood ordinance and informed county planning staff of their intensions to begin administration of their ordinance (see enclosed).

The revised agreement recognizes continued building code administration services since named in the 2004 and revised 2009 interlocal agreements with Landis.

Approve revised agreement.

The county administered the flood damage prevention ordinance for the Town of Landis at no cost but did collect a $50 permit fee per project, which was very infrequent.

ATTACHMENTS:

Description	Upload Date	Type
Revised Interlocal Agreement	7/23/2021	Exhibit

Established in 1901

Meredith Bare Smith, Mayor
Ashley Stewart, Mayor Pro Tem
Alderman Tony Corriher,
Alderman Darrell Overcash
Alderwoman Katie Sells

July 12, 2021

Rowan County Planning and Development
Attn: Shane Stewart, Assistant Planning Director
402 N. Main St., Suite 204
Salisbury, NC 28144

Dear Mr. Stewart,

Please accept this letter as notice that the Town of Landis wishes to stop contracting with Rowan County for the administration and enforcement of the Town's Flood Damage Prevention Ordinance. This change became effective May 10, 2021. Please accept my apologies for not getting this to you sooner. We did not receive your new interlocal agreement proposal in time for the May or June meeting of our Board of Aldermen.

Please also find attached our signatures on your proposed interlocal agreement to provide services for building code administration and enforcement. We appreciate your willingness to continue to provide that service for us.

Thank you for your assistance through this transition.

Respectfully,

Diane Seaford

Diane Seaford
Town Manager
704-857-2411

NORTH CAROLINA

AGREEMENT

Rowan County

This AGREEMENT, made this _____day of _____, 2021, between the County of Rowan, a political subdivision of the State of North Carolina and body politic, hereinafter called the COUNTY, and the Town of Landis, a municipal corporation located in said county and state, hereinafter called the TOWN;

WITNESSETH

WHEREAS the COUNTY has adopted an ordinance regulating buildings and enforces the North Carolina Building Code in accordance with the provisions adopted by the Building Code Council and the Commissioner of Insurance; and

WHEREAS the TOWN has requested the County to extend its building inspection program to include the TOWN and the COUNTY has agreed to provide such services to the TOWN;

WHEREAS the COUNTY and the TOWN, in order to set out the provisions and conditions under which said services will be provided to the TOWN by the COUNTY, have entered into an interlocal agreement as authorized by Chapter 160A, Article 20, Part I and Chapter 160D Article 11 of the General Statutes of North Carolina.

NOW THEREFORE, the COUNTY and TOWN agree that:

1. **Purpose.** The purpose of this agreement is to set forth in writing the terms and conditions upon which the COUNTY will furnish to the TOWN building code administration and enforcement within the TOWN. This agreement replaces all former agreements to perform administrative services related to development regulations with the exception of the Soil Erosion and Sedimentation Control Ordinance.

2. **Term.** This agreement shall cover the period of one year beginning with the date hereof, and it shall be automatically renewed from year to year unless one party shall give to the other written notice of its intention to terminate the agreement at the end of the then current term, such notice to be given at least ninety (90) days prior to the end of such current term.

3. **Services to be Provided.** The COUNTY will provide building code administration and enforcement services to the TOWN in accordance with the applicable North Carolina laws and regulations.

4. **Compensation.** The COUNTY will receive and retain as its compensation for the services provided the TOWN under this agreement all fees provided by law for such services.

5. **Amendments.** Any amendment to the agreement shall be in writing and executed by the COUNTY and the TOWN.

IN TESTIMONY WHEREOF, the parties hereto have caused this agreement to be executed, and their corporate seals to be affixed by their duly authorized corporate officers, in duplicate originals, one of which is retained by each part, the day and year first above written.

(SEAL)

County of Rowan

By _____

Clerk to the Board

By _____

Chairman, Board of Commissioners

(SEAL)

Town of _____

By _____

Town Clerk

By _____

Mayor

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Finance Department
DATE: July 20, 2021
SUBJECT: Medicaid Revenue Contracts

On November 20, 2017, North Carolina Medicaid submitted a revised application for a Section 1115 Waiver that would allow the state to implement an innovative demonstration project to reform the NC Medicaid Program. This would allow the state to design and improve the Medicaid program with the intention of providing healthcare to meet the Triple Aim of Better Health for the Population, Better Care for the Individuals, and Lower the Cost through Healthcare Delivery Improvement initiative.

Under the provision of the new program, North Carolina Medicaid contracted with five Managed Care Partners who will administer Medicaid's reimbursement program. Under the proposed program, effective July 1, 2021 all Medicaid recipients (Rowan County's EMS Providers and the Health Department) will be required to contract with each of the five Partners for which they may receive Medicaid reimbursements. The five Managed Care Partners are:

- AmeriHealth Caritas North Carolina, Inc.
- BCBS of North Carolina
- UnitedHealthcare of North Carolina, Inc.
- WellCare of North Carolina, Inc.
- Carolina Complete Health

Rowan County's Health Department has already signed their contracts with these five providers in order to receive their Medicaid reimbursements.

Please authorize the County Manager to sign the five attached Medicaid Managed Care Partners Contracts in order for the County to receive ambulance reimbursements through the NC Medicaid Program.

ATTACHMENTS:

Description	Upload Date	Type
AmeriHealth	7/23/2021	Backup Material
BCBS	7/23/2021	Backup Material
Carolina Complete Health	7/23/2021	Backup Material

United Healthcare	7/23/2021	Backup Material
Wellcare	7/23/2021	Backup Material

ROWAN COUNTY
NORTH CAROLINA
Be an original.

ROWAN COUNTY CONTRACT MEMORANDUM

TO: Aaron Church, Rowan County Manager
FROM: Teresa Sharpless
DEPT: Finance
DATE: July 1, 2021
SUBJECT: Revenue Contract – AmeriHealth

PURPOSE OF CONTRACT:

As part of the recent transition to NC Medicaid Managed Care, the State of NC has selected five (5) Managed Care Partners who will now administer the Medicaid program. Each NC EMS provider has to contract with these five (5) partners in order to receive payments for services provided to Medicaid recipients.

CONTRACT CERTIFICATION

By submitting this memorandum, I agree that I have:
1. Read and understand the terms of the contract.
2. To the best of my knowledge the terms, amount and activities surrounding this contract are compliant with North Carolina General Statutes, the Rowan County Purchasing Policy and any applicable regulations.
3. I have secured and attached in MUNIS the Certificate of Insurance.

James Howden — 7/6/2021

Signature of Director **DATE**

Howden, James M

To: Sharpless, Teresa F.
Subject: RE: NC Medicaid Transformation Update

From: Kim Stanley <kim.stanley@emsbilling.com>
Sent: Wednesday, June 23, 2021 3:43 PM
To: Sharpless, Teresa F. <Teresa.Sharpless@rowancountync.gov>
Subject: FW: NC Medicaid Transformation Update

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report suspicious emails by clicking the "**Report Phish**" button.

Teresa,

Here is an email that I sent earlier this month that has the contracts attached. I bet this was sent to Derrick before you transitioned so I apologize.

I was told by Carolina Complete yesterday that we shouldn't use the attached template but should request a contract from them (that is the same language at the template) for tracking purposes.

The contact individuals for each plan are also listed on this email. You can request the contract, send redlines, etc. directly to those plans.

You can disregard the Modivcare and OneCall contracts as these are for non-emergency services. Also, the WellCare Community Paramedicine contract is optional. EMS may want input on whether they would like to participate in that program.

Let me know how I can help. You may also want to check in with the Health Departments as they may have signed a contract for each of the five PHPs that you would be covered under if you share the same Tax Id.

Thanks,

Kim Stanley, CAC
Chief Compliance Officer
Direct: 336.714.9091
Cell: 336.416.7216
Internal: ext. 140
Fax: 336.347.9715
Kim.Stanley@emsbilling.com

From: Kim Stanley
Sent: Wednesday, May 26, 2021 11:18 AM
To: Kim Stanley <Kim.Stanley@emsbilling.com>
Subject: FW: NC Medicaid Transformation Update

Good morning!

As you may know, a group of stakeholders that include government ambulance providers, hospital-based, private ambulance suppliers, an attorney that we have hired to represent the NC ambulance industry and EMS|MC have been meeting extensively with the DHHS, the five PHPs and the two non-emergency brokers to discuss the contracting status of NC ambulance suppliers for NC Medicaid.

Effective July 1, 2021, approximately 63% of the NC Medicaid population will transition from traditional Medicaid coverage to one of the five Prepaid Health Plans (PHP):

- AmeriHealth Caritas North Carolina, Inc.
- BCBS of North Carolina
- UnitedHealthcare of North Carolina, Inc.
- WellCare of North Carolina, Inc.
- Carolina Complete Health (Regions 3, 4 and 5)

The remaining population will continue to be billed to Traditional Medicaid, with the largest of this group being Dual Eligible (Medicare Primary/Medicaid Secondary).

Non-Emergency Brokers
If you provide non-emergency ambulance transportation, in addition to contracting with each of the above PHPs, the non-emergency Medicaid broker will seek a contract with you as well. The broker system will require a prior approval process for all non-emergency transports in which Medicaid is the primary payor. In order to continue to receive payment for Medicaid non-emergency services, a contract will be required for each of the brokers. If you do not provide non-emergency transports, you will not be required to contract with the brokers. EMS|MC can provide the number of NC Medicaid non-emergency transports that your agency provided in 2020.

The two non-emergency brokers are:
- ModivCare (formally Logisticare)
- One Call

Government/Municipal Agencies
During the transition to managed care, the current process for NC Medicaid Cost Reporting will no longer be applicable to claims paid by the PHPs and/or Brokers. All municipal agencies will transition to a Direct Payment system in which a calculated rate will be paid for all emergency and non-emergency services regardless of the level of service or number of mileage. EMS|MC can provide this calculation to you on an individual agency basis. In order to receive the higher Direct Payment, each agency will be required to contract with each of the PHPs and the Brokers by July 1, 2021. Keep in mind that the NC Medicaid Cost Report will be applicable to all claims submitted to Traditional Medicaid (those patients that did not transition to Managed Care).

Non-Governmental Agencies
The PHPs will typically contract at the current Medicaid Fee Schedule that will include the higher allowed amounts that were identified during the pandemic (5% increase) as well as the higher reimbursement for the non-emergency round trip services that was negotiated last year. A contract with the PHP will not be required in order for you to receive payment for emergency services; however, a contract will be required with the brokers in order to continue to receive payment for non-emergency services.

Franchise and State Regulations

We have worked with the PHPs and Brokers to define the various franchise agreements to ensure that the broker is contracting only with non-emergency ambulance providers franchised to provide point-to-point ambulance services in each individual county. In addition, we have educated DHHS and the plans on the state regulations that do not allow services such as stretcher vans. If you should see violations in these guidelines, these should be reported to the State Office of EMS or myself to ensure we have full adherence.

Credentialling
If you are a current NC Medicaid Provider, the provider demographics will be shared with each of the plans that will not require that you reenroll in the program. The current Medicaid Provider Number and NPI will transfer automatically to the plans for reimbursement.

Contracting by Tax Identification Number
There has been confusion of whether the PHPs may contract at the Tax Identification Number (TIN) or at the NPI level. For example, a Health Department that shares a TIN with the County EMS agency may have already contracted with the PHP that may include the County EMS system. Another example, a hospital-based EMS system may wish to contract with the PHP even if the hospital chooses not to contract with the PHP. Each of the PHPs have answered this question individually:

AmeriHealth – The ambulance providers are not required to be part of the county contract, even if they share a TIN with the another agency.
Carolina Complete – Our process is to have one Provider Participation Agreement for each unique Tax Id. The contract will consist of a base contract and an Exhibit that outlines the compensation and reimbursement schedule for each provider type.
Healthy Blue – Contracts are based on all providers using the same Tax-ID. The claims and reimbursement process will be based on the provider type as identified by the NPI.
United Healthcare – UHC does not require a single-county wide contract by TIN. Each ambulance provider will be offered an individual standalone contract even if they share a TIN.
Wellcare – For contracted agencies sharing a TIN, Wellcare will add an amendment to the existing contract to include the ambulance compensation and reimbursement schedule.

Community Paramedicine
Wellcare has issued a separate contract for Community Paramedicine that is an optional value-add service that is being offered by Wellcare exclusively. United Healthcare has alerted us that they may add ET3 type services to their contract in the near future. The other plans have been made aware of the types of Mobile Integrated Healthcare that exists in NC and have all expressed an interest in developing coverage policies in the future for these services.

Contracts
Attached are the most recent contract templates for each of the five PHPs and two Brokers. For municipal/government agencies, you will be required to contract with each of the PHPs to receive the Direct Payment. For both municipal and non-municipal agencies, and provide non-emergency services, you will be required to contract with each of the two brokers to continue to be reimbursed for those services. While we are still working with DHHS to approve an amendment to the contract that includes language regarding the direct payment process and medical necessity requirements, we felt the need to provide these contracts to you for review. The deadline for contracting is July 1, 2021 in order to ensure that we do not have any interruption in payment. Our advice at this time is to have your attorneys review these contracts carefully and submit any potential redlines to the plans individually. We will keep you informed when the amendment to the contract has been approved by DHHS. If you have already signed contracts with the PHPs, please be sure that EMS|MC receives a copy of the signed agreements for our records.

If you have questions regarding these contracts, would like to send redlines to the individual PHPs, the following contacts have been established with each PHP:

AmeriHealth – Annitta Taylor - annitta.taylor@amerihealthcaritasnc.com

Carolina Complete – troy.d.schilling@carolinacompletehealth.com, James.Appler@carolinacompletehealth.com
Healthy Blue –Katie Kindborg - katie.kindborg@healthybluenc.com
United Healthcare – Rebeca Oliva - rebeca_oliva@uhc.com
Wellcare – Heather Lowe - Heather.Lowe@wellcare.com

ModivCare Celeste.Crocker@modivcare.com
OneCall - Nicholas_LoPiccolo@onecallcm.com

Please reach out to me or your Strategic Account Manager if you have any questions.

Thanks,

Kim Stanley, CAC
Chief Compliance Officer
EMS Management & Consultants
PO Box 863
Lewisville, NC 27023
Direct: 336.714.9091
Cell: 336.416.7216
Internal: ext. 140
Fax: 336.347.9715
Kim.Stanley@emsbilling.com
Website | Facebook | LinkedIn



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AMERIHEALTH CARITAS NORTH CAROLINA, INC.

ANCILLARY SERVICES AGREEMENT

With

County of Rowan dba Rowan County Ambulance Service

AMERIHEALTH CARITAS NORTH CAROLINA, INC.
ANCILLARY SERVICES AGREEMENT

This Provider Services Agreement (the "Agreement"), dated as of the Effective Date (defined below), is made by and between AmeriHealth Caritas North Carolina, Inc., a corporation organized under the laws of the State of North Carolina, (hereinafter referred to as "ACNC") and the Provider ("Provider") identified on the signature page.

WHEREAS, ACNC is a managed care organization that is responsible for providing or arranging for the provision of health care services to its Members; and

WHEREAS, Provider is duly licensed to furnish certain health care services; and

WHEREAS, Provider and ACNC mutually desire to enter into this Agreement, whereby Provider shall render services to Members enrolled with ACNC and be compensated by ACNC in accordance with the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual promises made herein, it is mutually agreed by and between ACNC and Provider as follows:

1. DEFINITIONS

As used in this Agreement, each of the following terms shall have the meaning specified herein, unless the context clearly requires otherwise.

1.1 **AFFILIATES.** An Affiliate is any corporation or other organization that is identified as an Affiliate in a written notice to Provider and is owned or controlled, either directly or through parent or subsidiary corporations, by or under common control with, ACNC. ACNC shall give Provider thirty (30) days advance written notice of the addition of Affiliates added under this provision. Unless otherwise specified in this Agreement or any other attachment hereto, references to "ACNC" shall include the Affiliates referenced in **Appendix B**.

1.2 **AGENCY.** The State and/or Federal governmental agency that administers the Program(s) under which ACNC is obligated to provide or arrange for the provision of Covered Services.

1.3 **AGENCY CONTRACT.** The contract or contracts between ACNC and the Agency, as in effect from time to time, pursuant to which ACNC is responsible for coordinating health care services and supplies for Program recipients enrolled with ACNC.

1.4 **CLEAN CLAIM.** A claim for payment for a health care service, which has been received by ACNC, has no defect or impropriety. A defect or impropriety shall include a lack of required substantiating documentation or a particular circumstance requiring special treatment that prevents timely payment from being made on the claim. Consistent with **42 CFR §447.45(b)**, the term shall not include a claim from a health care provider who is under investigation for fraud or abuse regarding that claim, or a claim under review for medical necessity.

1.5 **COVERED SERVICES.** Those Medically Necessary health care services and supplies to which Members are entitled pursuant to the Agency Contract, and which shall be provided to Members by

Provider, as described more specifically in **Appendix A**. Covered Services shall be furnished in the amount, duration and scope required under the Program.

1.6 **EFFECTIVE DATE.** The later of (i) the effective date on the signature page of this Agreement or (ii) the effective date of the Agency Contract, provided that Provider has been successfully credentialed by ACNC, as applicable, and that all required regulatory approvals have been obtained by ACNC.

1.7 **EMERGENCY MEDICAL CONDITION.** Health care services provided to a Member after the sudden onset of a medical condition that manifests itself by acute symptoms of sufficient severity or severe pain, such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in:

(a) Placing the health of the Member (or with respect to a pregnant woman, the health of the Member or her unborn child) in serious jeopardy;

(b) Serious impairment to bodily functions; or

(c) Serious dysfunction of any bodily organ or part.

1.8 **EMERGENCY SERVICES.** Covered inpatient and outpatient services that are furnished by a provider that is qualified to furnish these services under 42 C.F.R. Section 438.114(a) and 42 U.S.C. Section 1932(b)(2) and that are needed to screen, evaluate, and stabilize an Emergency Medical Condition.

1.9 **MEDICALLY NECESSARY.** Medical necessity is determined by generally accepted North Carolina community practice standards as verified by independent Medicaid consultants. As required by 10A NCAC 25A.0201, a medically necessary service may not be experimental in nature.

1.10 **MEMBER.** An individual who is eligible for the Program and who has enrolled in ACNC under the Program.

1.11 **MEMBER APPEAL PROCEDURES.** The written procedures describing ACNC's standards for the prompt resolution of Member problems, grievances and appeals, as described in the Provider Manual.

1.12 **PARTICIPATING PROVIDER.** A duly licensed or certified, as applicable, health care provider that has entered into an agreement with ACNC to provide health care services to Members.

1.13 **PROGRAM.** The Medicaid managed care model of the North Carolina Medicaid and NC Health Choice programs.

1.14 **PROVIDER MANUAL.** The ACNC manual of standards, policies, procedures and corrective actions together with amendments or modifications ACNC may adopt from time to time. The Provider Manual is herein incorporated by reference and made part of this Agreement. The Provider Manual may be amended or modified by ACNC from time to time in accordance with Section 3.3 herein below.

1.15 **QUALITY MANAGEMENT PROGRAM.** An ongoing review process and plan which functions to define, monitor, review, and recommend corrective action for managing and improving the quality of health care services to Members.

1.16 **UTILIZATION MANAGEMENT PROGRAM.** A process of review of the medical necessity, appropriateness and efficiency of health care services, procedures, equipment, supplies, and facilities rendered to Members.

2. OBLIGATIONS OF PROVIDER:

2.1 Throughout the term of this Agreement, Provider shall have and maintain, without restriction, all licenses, certificates, registrations and permits as are required under applicable State and federal statutes and regulations to provide the Covered Services furnished by Provider and/or other related activities delegated by ACNC under this Agreement. Provider shall obtain a unique identifier (national provider identifier) in accordance with the system established under Section 1173(b) of the Social Security Act, submit such identifier number to ACNC, and include such identifier on all claims. At all times during the term of this Agreement, Provider shall be eligible for participation in the North Carolina Medicaid program; and, if required by the North Carolina Medicaid program as a condition of furnishing services to North Carolina Medicaid recipients, Provider shall participate in the North Carolina Medicaid program. Provider shall ensure that all services provided pursuant to this Agreement are within the Provider's scope of professional responsibility.

2.2 Provider shall provide to Members the Covered Services described in **Appendix A** hereto; provided, however, that Provider shall only be obligated to provide Covered Services to a Member in accordance with ACNC's pre-authorization and other Utilization Management Program policies as described in the Provider Manual, other than Emergency Services, which will be provided as needed. In providing Covered Services, Provider agrees to abide by the relevant standards, policies and procedures of ACNC, including, but not limited to administrative, credentialing, quality management, utilization management, and Member Appeal Procedures set forth in the Provider Manual and other ACNC notices. Provider shall provide Covered Services in the same manner and with the same availability as services provided to other patients without regard to reimbursement and shall further provide these services in the most cost effective setting in accordance with appropriate quality of care and performance standards which are professionally recognized as industry standards and/or otherwise adopted, accepted or established by ACNC.

2.3 Provider shall provide ACNC with complete and accurate statements of all Covered Services provided to Members in conformance with ACNC billing procedures as set forth in the applicable Program manuals, the Provider Manual and other written ACNC billing guidelines. ACNC will not be liable for any bills relating to services that are submitted the later of: (a) after twelve (12) months from the date the services were provided (consistent with **42 CFR §447.45(d)**), or (b) after sixty (60) days of the date of the Explanation of Benefits from another Payor when services are first billed by Provider to another Payor. Any appeal or request for adjustment of a payment by Provider must be made in accordance with applicable provisions of the Provider Manual and ACNC policies and procedures and, in any case, must be received by ACNC within sixty (60) days of the original payment or denial. Provider may not bring legal action on claims which have not been appealed through the appeal mechanisms described herein.

Encounter Data and Other Reports. Provider shall deliver all reports and clinical information required to be submitted to ACNC pursuant to this Agreement for reporting purposes, including but not limited to encounter data, Healthcare Effectiveness Data and Information Set (HEDIS), Agency for Healthcare Research and Quality (AHRQ), and EPSDT data in a format which will allow ACNC to transmit required data to the Agency electronically and in a format identical to or consistent with the format used or otherwise required by ACNC and the Agency. Provider shall submit this information to ACNC within the time frames set forth in the Provider Manual or as otherwise required by the Agency. Provider shall submit all encounter data to the same standards of completeness and accuracy as required for proper adjudication of fee-for-service claims by ACNC.

2.4 Provider may directly bill Members for non-Covered Services if the Member is advised in writing before the service is rendered: (i) the nature of the service(s) to be rendered; (ii) that ACNC does not cover the services; and (iii) that the Member will be financially responsible for the services if the Member elects to receive the services. Furthermore, Provider shall hold harmless ACNC for any claim or expense arising from such services.

2.5 Provider shall not bill or collect from any Member any amount or charges for any Covered Services provided hereunder, except for authorized co-payments, co-insurance, and/or deductibles. Provider shall not deny Covered Services to a Member in the event that a Member is unable to pay any authorized co-payment amounts. **42 CFR §447.15**.

2.6 Under no circumstances, including ACNC's failure to pay for Covered Services, termination of this Agreement, or the insolvency of ACNC, will Provider make any charges or claims against any Member directly or indirectly for Covered Services authorized by ACNC, except for authorized co-payments. Provider shall look only to ACNC for compensation for Covered Services.

2.7 During the term of this Agreement and in the event of termination of this Agreement for any reason, Provider agrees to fully cooperate with each Member and with ACNC in arranging for the transfer of copies of Member medical records to other ACNC Participating Providers.

2.8 Record Maintenance, Inspection, Reporting and Auditing

(a) Record Retention. As required by **42 CFR 434.6(a)(7)** and otherwise in accordance with the standards of ACNC, Provider shall maintain an adequate record system for recording services, service providers, charges, dates and all other commonly required information elements for services rendered to Members pursuant to this Agreement (including but not limited to such records as are necessary for the evaluation of the quality, appropriateness, and timeliness of services performed under this Agreement and the Agency Contract).

(b) All records originated or prepared in connection with Provider's performance of its obligations under this Agreement will be retained and safeguarded by Provider in accordance with the terms and conditions of the Agency Contract and other relevant State and federal law. Provider agrees to retain all financial and programmatic records, supporting documents, statistical records and other records of Members relating to the delivery of care or service under the Agency Contract and as further required by the Agency, for a period of no less than ten (10) years from the expiration date of the Agency Contract, including any contract extension(s). If any audit, litigation, claim, or other actions involving the records have been initiated prior to the expiration of the ten (10) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it or until the end of the ten (10) year period, whichever is later? If Provider stores records on microfilm or

microfiche or other electronic means, Provider agrees to produce, at its expense, legible hard copy records promptly upon the request of state or federal authorities.

(c) Medical Record Maintenance. Provider shall ensure that all medical records are in compliance with the medical record keeping requirements set forth in the Provider Manual, the Agency Contract and Agency guides. Provider shall maintain up-to-date medical records at the site where medical services are provided for each Member enrolled under this Agreement. Each Member's record must be accurate, legible and maintained in detail consistent with good medical and professional practice which permits effective internal and external quality review and/or medical audit and facilitates an adequate system of follow-up treatment.

(d) ACNC shall be entitled to audit, examine and inspect Provider's books and records, including but not limited to medical records, financial information and administrative information pertaining to Provider's relationship with ACNC, at any time during normal business hours, upon reasonable notice. Provider agrees to provide ACNC, at no cost to ACNC, with such medical, financial and administrative information, and other records as may be necessary for ACNC to meet its obligations related to the Agency Contract and other regulatory obligations, Utilization Management Program and Quality Management Program standards, including NCQA standards, and other relevant accreditation standards which ACNC may require of ACNC Participating Providers.

2.9 Provider authorizes ACNC to include Provider's name, address, telephone number, information related to Provider's facilities, services and staff, and other similar information relevant to Provider, its operations and staff in the ACNC provider directory and in various marketing materials identifying Provider as a provider of services to Members. Provider agrees to afford ACNC the same opportunity to display brochures, signs, or advertisements in Provider's facilities as Provider affords any other insurance company or other third party payor.

2.10 While both parties support Provider's open and active communication with Members concerning Medically Necessary services, available treatment alternatives, benefit coverage information and/or any other information pertaining to the provider-patient relationship, Provider shall not, during the term of this Agreement, and any renewal thereof, solicit or require any Member, either orally or in writing, to subscribe to or enroll in any managed care plan other than ACNC. The provisions of this Section 2.10 shall similarly apply to Provider's employees, agents and/or contractors.

2.11 Provider shall cooperate with ACNC in the identification of other sources of payment available to Members, such as other health insurance, government programs, liability coverage, motor vehicle coverage or worker's compensation coverage, as applicable. Provider shall be responsible for reporting all applicable third party resources to ACNC in a timely manner.

Provider will cooperate with ACNC in coordinating benefits with other payors in accordance with coordination of benefits claim processing rules and requirements outlined in the Provider Manual, the Agency Contract, and applicable Program manuals, as amended from time to time. Provider will make a reasonable attempt to determine whether any other payor has primary responsibility for the payment of a claim for services that Provider rendered to a Member and bill that payor before billing ACNC. Unless otherwise prohibited by applicable law, ACNC retains the right to recover payments made to Provider in the event ACNC determines that another payor is primarily responsible for all or a portion of the claim.

2.12 Provider understands and agrees that any payments ACNC makes directly or indirectly to Provider under this Agreement shall not be made as an inducement to reduce, limit or delay Medically Necessary services to any Member.

2.13 Provider will refer Members to ACNC-participating hospitals whenever Provider is unable to provide Medically Necessary services and when consistent with sound medical judgment and accepted standards of care.

2.14 Provider shall use best efforts to use ACNC's electronic utilization management and claims interfaces to improve the efficiency of utilization management and claims payment processes.

2.15 Provider will assist ACNC in providing orientation services to Provider staff to the extent ACNC may reasonably request.

2.16 Fraud and Abuse. Provider recognizes that payments made by ACNC pursuant to this Agreement are derived from federal and State funds, and acknowledges that it may be held civilly and/or criminally liable to ACNC and/or the Agency, in the event of non-performance, misrepresentation, fraud or abuse for services rendered to Members, including but not limited to, the submission of false claims/statements for payment by Provider, its employees or agents. Provider shall be required to comply with all policies and procedures as developed by ACNC and the Agency, including but not limited to the requirements set forth in the Provider Manual and the Agency Contract, for the detection and prevention of fraud and abuse. Such compliance may include, but not be limited to, referral of suspected or confirmed fraud or abuse to ACNC.

2.17 Provider will deliver location-based services to Members only at those service locations set forth in **Appendix C** hereto as such appendix is modified from time to time by mutual agreement of the parties. Provider shall notify ACI at least sixty (60) days prior to making any addition or change to service locations.

3. OBLIGATIONS OF ACNC:

3.1 ACNC shall pay Provider for Covered Services provided to Members pursuant to the terms of this Agreement. ACNC shall have the right to offset claims payments to Provider by any amount owed by Provider to ACNC, following at least thirty (30) days' written notice. Notwithstanding the foregoing, Provider shall not be entitled to reimbursement if the Member was not eligible at the time services were rendered, and ACNC may immediately recover any amounts paid for services rendered to an ineligible recipient.

3.2 ACNC shall compensate Provider for Covered Services provided to Members upon receipt of a statement thereof, as defined in Section 2.3, and in accordance with Section 2.11 and the Covered Services Payment Schedule set forth in **Appendix A-1** but, in no event, will ACNC's payment exceed submitted charges. No additional charges will be made by Provider to ACNC for Covered Services provided hereunder, and Provider recognizes and accepts the fees set forth in **Appendix A-1** as payment in full.

3.3 ACNC will establish payment policies for inpatient and outpatient services including, but not limited to, policies with respect to the application of claim edits, pre-admission testing, services included in inpatient rates and services included in outpatient rates. ACNC will provide at least thirty (30) days' prior written notice of any modifications to such payment policies. ACNC may, based on changes in clinical practice and modifications to standard coding systems, add and/or

delete outpatient fee schedule procedures and re-categorize outpatient surgery fee schedule procedures, upon thirty (30) days' prior written notice to Provider.

3.4 ACNC shall furnish or otherwise make available to Provider a copy of the Provider Manual, as amended from time to time. Provider Manual updates will become effective thirty (30) days from the date of notification, unless otherwise specified in writing by ACNC.

3.5 ACNC shall pay all Clean Claims for Covered Services in accordance with applicable laws, regulations and Agency requirements; and ACNC will in any event meet the claim payment timeframes required under **42 CFR §447.45(d)**. In its processing of claims, ACNC will apply claim edits based on sources that include CMS and state-specific policy, as set forth in the Provider Manual.

3.6 Provider Protections.

(a) ACNC shall not exclude or terminate Provider from ACNC's provider network because the Provider advocated on behalf of a Member including in the context of a utilization management appeal or another dispute with ACNC over appropriate medical care, provided that such advocacy is consistent with the degree of learning and skill ordinarily possessed by a health care provider practicing in accordance with the applicable standard of care.

(b) No Provider shall be excluded or terminated from participation with ACNC due to the fact that the Provider has a practice that includes a substantial number of patients with expensive medical conditions.

(c) Provider shall not be excluded from participation, nor shall this Agreement be terminated, because Provider objects to the provision of or refuses to provide a healthcare service on moral or religious grounds.

4. QUALITY MANAGEMENT/UTILIZATION MANAGEMENT:

4.1 Whether announced or unannounced, Provider agrees to cooperate with, participate in, and abide by internal or external quality assessment reviews, Member Appeal Procedures, Utilization Management Program procedures, and Quality Management Program procedures established by ACNC and/or the Agency or their designees, and to follow practice guidelines as described in the Provider Manual, the Agency Contract, and the applicable Program manuals. Provider shall permit a representative of ACNC, or its designee, to review medical records concurrently as well as retrospectively. Provider shall provide copies of such medical records, either in paper or electronic form, to ACNC or its designee upon request. The Utilization Management and Quality Management Programs are described in the Provider Manual.

4.2 ACNC's Quality Management Programs consist of review of credentials and performance of ancillary and other provider types that are applying for participation in, or are participating in, ACNC's network of providers to determine whether the provider meets ACNC's standards for quality, availability, accessibility and cooperation.

4.3 ACNC's Utilization Management Programs include requirements for pre-authorization of certain services rendered in physicians' offices and in inpatient, outpatient and ancillary settings. Utilization Management Programs include concurrent, retrospective and prospective review of certain services and procedures to assure that care is delivered in the most appropriate setting and is Medically Necessary. Certain Covered Services may require prior approval from ACNC. The

Covered Services subject to prior approval are more fully described in the Provider Manual and other ACNC notices. ACNC is obligated to pay for and Provider is entitled to reimbursement for only those services that are Medically Necessary. Where reimbursement for an admission, inpatient day or outpatient service is denied as not prior approved or Medically Necessary, the Provider shall not charge either ACNC or the Member for any health care services rendered or furnished with respect to such admission, inpatient day or outpatient service. If Provider disputes any such denial, the case in question shall be appealed through ACNC's provider appeal process. Provider may not bring legal action for disputes which have not been appealed through the provider appeal process.

4.4 ACNC shall monitor and report the quality of services delivered under the Agreement and initiate a plan of correction, where necessary, to improve quality of care, in accordance with that level of care which is recognized as acceptable professional practice in the respective community in which the Provider practices and/or the standards established by ACNC, the Agency, or their respective designees. Provider shall cooperate with and abide by any corrective action plan initiated by ACNC and/or required by the Agency or any other State or federal regulatory agency with governing authority over the services provided under this Agreement.

4.5 Provider agrees that to the extent penalties, fines or sanctions are assessed against ACNC by the Agency or another regulatory agency with governing authority over the services provided under this Agreement as a result of Provider's failure to comply with Provider's obligations under this Agreement, including but not limited to, Provider's failure or refusal to respond to ACNC's the Agency's request for medical records, applicable credentialing information, and other information required to be provided under this Agreement, Provider shall be responsible for the immediate payment of such penalties, fines or sanctions. In the event such payment is not made in a timely manner to ACNC, ACNC shall have the right to offset claims payments to Provider by the amount owed by Provider to ACNC.

5. PROFESSIONAL LIABILITY INSURANCE/ADVERSE ACTIONS:

5.1 Provider, at its sole expense, shall provide professional liability, comprehensive general liability, and, as applicable, medical malpractice insurance coverage (including coverage for vicarious liability, if any, for the acts of employees, agents and representatives of Provider) upon execution of this Agreement and at all times during the term of this Agreement, as follows:

(a) Amounts and extent of such insurance coverage as deemed necessary by ACNC to adequately insure Members and ACNC against any claim or claims for damages arising by reason of personal injury or death occasioned, directly or indirectly, in connection with Provider's performance of any service pursuant to this Agreement; in no event shall such coverage be less than the amounts required by law.

(b) Provider shall provide ACNC with written verification of the existence of such coverage upon execution of this Agreement and as otherwise requested by ACNC throughout the term of the Agreement, which may include providing copies of face sheets of such coverage. Provider shall notify ACNC reasonably in advance of any change or cancellation of such coverage.

5.2 Provider shall immediately notify ACNC in writing, by certified mail, of any written or oral notice of any adverse action, including, without limitation, litigation, investigation, complaint, claim or transaction, regulatory action or proposed regulatory action, or other action naming or otherwise involving Provider or ACNC, or any other event, occurrence or situation which may reasonably be considered to have a material impact on Provider's ability to perform Provider's duties or

obligations under this Agreement. Provider also shall immediately notify ACNC of any action against any applicable license, certification or participation under Title XVIII or other applicable provision of the Social Security Act or other State or federal law, State and/or DEA narcotic registration certificate, or medical staff privileges at any facility, and of any material change in the ownership or business operations of Provider. All notices required by this Section 5.2 shall be furnished as provided in Section 10.6 of this Agreement.

5.3 Provider agrees to defend, indemnify and hold harmless ACNC and its officers, directors and employees from and against any and all claims, costs and liabilities (including the fees and expenses of counsel) as a result of a breach of this Agreement by Provider, the negligent or willful misconduct of Provider and/or Provider's employees, agents and representatives, and from and against any death, personal injury or malpractice arising in connection with the performance of any services by the Provider in connection with this Agreement. This section shall survive the termination or expiration of this Agreement for any reason.

ACNC agrees to defend, indemnify and hold harmless Provider and its officers, directors and employees from and against all claims, costs and liabilities (including the fees and expenses of counsel) as a result of ACNC's breach of this Agreement or the negligent or willful misconduct of ACNC and/or ACNC's employees, agents and representatives in connection with ACNC's performance under this Agreement. This section shall survive the termination or expiration of this Agreement for any reason.

6. CONFIDENTIALITY:

ACNC and Provider shall each comply with all applicable State and federal laws respecting the confidentiality of the medical, personal or business affairs of Members acquired in the course of providing services pursuant to this Agreement. Each party shall maintain as confidential and shall not disclose to third parties financial, operating, proprietary or business information relating to the other party which is not otherwise public information. The payment rates in this Agreement are confidential and proprietary and shall not be disclosed by either party. However, nothing herein shall prohibit either party from making any disclosure or transmission of information to the extent that such disclosure or transmission is required by the Agency or other applicable state regulatory agency, or is necessary or appropriate to enable the disclosing party to perform its obligations or enforce its rights under this Agreement, or is required by law or legal process. Should disclosure be required by law or legal process, the disclosing party shall immediately notify the other party of the disclosure.

7. COOPERATION; RESOLUTION OF DISPUTES:

7.1 Cooperation. To the extent compatible with separate and independent management of each, ACNC and Provider shall at all times maintain an effective liaison and close cooperation with each other to provide maximum benefits to Members at the most reasonable cost consistent with high standards of care. ACNC and Provider shall use best efforts to exchange information regarding material matters directly or indirectly related to this Agreement.

7.2 Resolution of Disputes. ACNC and Provider shall both fully cooperate in resolving any and all controversies among or between said parties, their employees, agents, or representatives pertaining to their respective duties under this Agreement. Such disputes shall be submitted for resolution in accordance with the provider appeal procedures as referenced in the Provider Manual and ACNC policies and procedures. Neither ACNC nor Provider shall permit a dispute between the parties to disrupt or interfere with the provision of services to Members.

8. TERM; TERMINATION:

The term of this Agreement shall commence as of the Effective Date and continue for an initial one (1) year term (the "Initial Term"). After the Initial Term, the Agreement shall automatically renew for successive one (1) year terms unless the Agreement is terminated pursuant to this Section 8 as set forth herein.

Either party may terminate this Agreement without cause at the end of the Initial Term or at the end of the subsequent terms by providing the other party with at least ninety (90) days' prior written notice before the end of the then current term. The effective date of termination without cause will be on the first of the month following the expiration of the notice period. Either party may terminate this Agreement for cause due to a material breach by giving thirty (30) days' prior written notice. The notice of termination for cause will not be effective if the breaching party cures the breach within the thirty (30) day notice period. In the event that the breaching party does not cure the breach within the thirty (30) day period, the effective date of termination will be the first of the month following the expiration of the thirty (30) day notice period.

In the event any change in federal or State laws, rules and regulations or the Program would have a material adverse impact on either ACNC or Provider in connection with the performance of this Agreement (the "Mandated Changes") such that the basis for the financial bargain of this Agreement is undermined, then the affected party shall have the right to require the other, by written notice, to enter into negotiations regarding the affected or pertinent terms of this Agreement while still maintaining the original Agreement purposes. If renegotiated, such terms shall become effective no later than thirty (30) days after the parties have reached agreement on the renegotiated terms. The parties agree to make a good faith attempt to renegotiate the Agreement to the extent necessary to comply with any Mandated Changes. If, after good faith renegotiations, the parties fail to reach an agreement satisfactory to both parties within thirty (30) days of the request for renegotiation, the party requesting such renegotiation may terminate this Agreement upon ninety (90) days prior written notice to the other party.

Notwithstanding the above, ACNC may terminate this Agreement immediately in the event any of the following occur:

8.1 If Provider is expelled, disciplined, barred from participation in, or suspended from receiving payment under any state's Medicaid program, Children's Health Insurance Program (CHIP), the Medicare Program or any other federal health care program.

8.2 If Provider is debarred, suspended or otherwise excluded from procurement or non-procurement activities under the Federal Acquisition Regulations.

8.3 Upon the loss or suspension of the Provider's liability coverage set forth under Section 5 of this Agreement.

8.4 The suspension or revocation of Provider's license or other certification or authorization, including Provider's JCAHO or other applicable accreditation, necessary for Provider to render Covered Services, or upon ACNC's reasonable determination that the health, safety or welfare of any Member may be in jeopardy if this Agreement is not terminated.

Upon termination of this Agreement for any reason, ACNC shall notify affected Members of the termination of Provider prior to the effective date of termination. Regardless of the reason for termination, Provider shall promptly supply to ACNC all information necessary for the reimbursement of outstanding claims. **42 CFR 434.6(a)(6)**.

9. REGULATORY AND PROGRAM-SPECIFIC PROVISIONS:

Attached hereto and incorporated herein by reference is **Schedule 9**, setting forth such terms and conditions as are necessary to meet State and Federal statutory and regulatory requirements, and other Agency requirements, of the Program. **Schedule 9** is consecutively sub-numbered as necessary for each Program under which Provider is furnishing services under this Agreement. Provider acknowledges that the specific terms as set forth in **Schedule 9** are subject to amendment in accordance with federal and/or State statutory and regulatory changes to the Program. Such amendment shall not require the consent of the Provider or ACNC and will be effective immediately on the effective date thereof, as set forth in Section 10.3. In the event of a conflict between the terms of this Provider Agreement and the requirements set forth in **Schedule 9**, **Schedule 9** shall control.

10. MISCELLANEOUS:

10.1 It is understood that Provider is an independent contractor and in no way is Provider to be considered an employee, agent, or representative of ACNC. It is further understood that Provider provides specified services to Members in exchange for an agreed upon fee. This Agreement shall not create, nor be deemed or construed to create any relationship between ACNC and Provider other than that of independent contractors, contracting with each other solely for the purpose of performing this Agreement and each party shall be liable solely for their own activities and neither ACNC nor Provider shall be liable to any third party for the activities of the other party to this Agreement.

10.2 This Agreement, being for the purpose of retaining the professional services of Provider, shall not be assigned, subcontracted, or delegated by Provider without the express written consent of ACNC.

10.3 No alterations or modifications of the terms of this Agreement shall be valid unless such alterations or modifications are incorporated into the Agreement through a written amendment, signed by both parties hereto, and attached to this Agreement; provided, however, ACNC may amend this Agreement with sixty (60) days' notice to Provider via a(n) ACNC bulletin or other written communication provided in accordance with the notice provisions in Section 10.6, and unless Provider notifies ACNC, as applicable, of any objection, such amendment shall then take effect. Any amendment to this Agreement subject to prior regulatory approval(s) shall be effective once such regulatory approval(s) has been received.

Notwithstanding the foregoing, amendments required because of legislative, regulatory or governmental agency requirements do not require the consent of Provider or ACNC and shall be effective immediately on the effective date thereof. This Agreement remains subject to the approval of the State of North Carolina, and may be amended by ACNC to comply with any requirements of the State of North Carolina. Provider acknowledges that all Agency requirements, as may be amended from time to time, are incorporated to this Agreement.

10.4 This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of North Carolina.

10.5 This Agreement and its exhibits, appendices, schedules, addenda or other attachments constitute the entire understanding and agreement between the parties concerning the subject matter hereof. This Agreement supersedes all prior written or oral agreements or understandings existing between the parties concerning the subject matter hereof including, but not limited to, any such agreement which

may have been previously executed between Provider and ACNC or any of its Affiliates relating to the provision of Covered Services under the Program. In the event of a conflict between the terms of this Agreement and the Provider Manual, the terms of the later document shall control.

10.6 Written notices to be given hereunder shall be sent by Certified Mail, Return Receipt Requested, or by an overnight delivery service which provides a written receipt evidencing delivery to the address set forth by the party, or by confirmed facsimile followed by written notice through the U.S. postal service. All notices called for hereunder shall be effective upon receipt.

If to Provider: Rowan County Ambulance
130 West Innes Street
Salisbury, NC 28144-4341

With a copy to:

If to AmeriHealth Caritas North Carolina, Inc.:
8041 Arco Corporate Drive
Raleigh, NC 27617
Attention: Provider Network Management

With a copy to: General Counsel
AmeriHealth Caritas
200 Stevens Drive
Philadelphia, PA 19113

10.7 Both parties agree that there shall be no discrimination in the performance of this Agreement against any patient or other person as the result of that individual's race, color, religion, gender, sexual orientation, handicap, age, national origin, source of payment, or any other basis prohibited by law.

10.8 The failure of any of the parties to insist upon strict performance of any of the terms of this Agreement shall not be deemed a waiver of any of their respective rights or remedies, and shall not be deemed a waiver of any subsequent breach or default in any of the terms contained in this Agreement.

10.9 In the event that any provision under this Agreement is declared null or void, for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

10.10 The parties will use reasonable care and due diligence in performing this Agreement. Provider will be solely responsible for the services provided under this Agreement.

10.11 All captions contained in this Agreement are solely for the convenience of the parties hereto and shall not be deemed part of the content of this Agreement.

10.12 All terms used in this Agreement are deemed to refer to the masculine, feminine, neuter, singular or plural as the content may require.

10.13 Non-Discrimination. Provider shall comply with (i) Title VI of the Civil Rights Act of 1964 and the rules, regulations, and order; (ii) the Rehabilitation Act of 1973 and the rules, regulations, and orders thereunder; (iii) the Americans With Disabilities Act of 1990 and the rules, regulations, and orders thereunder; and (iv) any and all applicable laws, rules and regulations prohibiting discriminatory practices. Furthermore, in accordance with Title VI of the Civil Rights Act of 1964 and the rules, regulations and orders thereunder, Provider shall take adequate steps to ensure that Members with limited English skills receive free of charge the language assistance necessary to afford them meaningful and equal access to the benefits and services provided under this Agreement (see 42 U.S.C. 2000d et seq. and 45 C.F.R. Part 80, 2001 as amended).

10.14 No Offshore Contracting. No Covered Services under this Agreement may be performed outside of the United States without ACNC's prior written consent. In addition, Provider will not hire any individual to perform any services under this Agreement if that individual is required to have a work visa approved by the U.S. Department of Homeland Security and such individual has not met this requirement.

10.15 Addition of Programs or Products. ACNC anticipates providing coverage under and/or sponsoring managed care plans under programs other than the North Carolina Medicaid and NC Health Choice programs, including but not necessarily limited to products under the Affordable Care Act Exchange. Provider may elect to participate in all such ACNC-sponsored products as appropriate within Provider's scope of practice, subject to mutual written agreement that may be set forth in an amendment to this Agreement or in a separate provider contract. Nothing herein shall be construed to require Provider's participation in any future ACNC-sponsored product as a condition of entering into this Agreement.

[SIGNATURES ON FOLLOWING PAGE; REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto, each by its officers duly authorized, hereby affix their hands as of the date written below.

Provider Name	**AmeriHealth Caritas North Carolina, Inc.**
_____ Print Name	_____ Name
_____ Signature	_____ Signature
_____ Title	_____ Title
_____ Address	_____ Date
1437250347 National Provider ID Number	**Effective Date of Agreement:** _____ [To be completed by AmeriHealth Caritas North Carolina, Inc.]
3406841 Medicaid ID Number 278107 Medicare ID Number	
56-6000336 Tax ID Number	
_____ Date	
Assignment of Payment (***applicable to Group Physician only***)**:** **By signing below, Provider hereby assigns and transfers all Provider's right to and interest in compensation payable by ACNC pursuant to this Agreement to the party identified below, and Provider therefore directs ACNC to pay such compensation to said party:**	
_____ Provider Signature	
_____ Name of Group	
_____ Address	
_____ Group Tax ID Number	
Check and initial if Assignment of Payment Not Applicable: π Provider Initials	

APPENDIX A

ANCILLARY SERVICES PROVIDER

COVERED SERVICES

Provider shall furnish the following Covered Services to Members:

Provider's compensation for Covered Services is set forth in **Appendix A-1.**

APPENDIX A-1

ANCILLARY SERVICES PROVIDER

COVERED SERVICES COMPENSATION SCHEDULE

Commencing on the Effective Date, ACNC will compensate Provider for Covered Services rendered by Provider to Members in accordance with the terms of this Agreement at a rate of **100% of the Medicaid FFS Schedule(s)** in effect on the date that the Covered Services were rendered, less applicable co-insurance and deductibles. Payments will be made in accordance with North Carolina Medicaid payment policies, and with retroactive effective dates as necessary to coincide with the effective dates of changes made by the Agency to its fee schedule.

APPENDIX B

ANCILLARY SERVICES PROVIDER

ACNC AFFILIATES

None.

APPENDIX C

ANCILLARY SERVICES PROVIDER

PROVIDERS AND SERVICE LOCATIONS COVERED BY AGREEMENT

PROVIDER AND SERVICE LOCATION

_____
Name

_____
Address

_____
City, State, Zip

_____
Phone Number

PROVIDER AND SERVICE LOCATION

_____
Name

_____
Address

_____
City, State, Zip

_____
Phone Number

PROVIDER AND SERVICE LOCATION

_____
Name

_____
Address

_____
City, State, Zip

_____
Phone Number

Schedule 9-1
Federal Requirements – Medicaid and Medicaid Managed Care
(Rev. 7/1/17)

1. No payment will be made to Provider for provider-preventable conditions or health care-acquired conditions. For purposes hereof:

    a. **Health care-acquired condition** ("HAC") means a condition occurring in any inpatient hospital setting, identified as a HAC by the Secretary of the U.S. Department of Health and Human Services ("HHS") under section 1886(d)(4)(D)(iv) of the Social Security Act (the "Act") for purposes of the Medicare program identified in the State plan as described in section 1886(d)(4)(D)(ii) and (iv) of the Act, other than deep vein thrombosis/pulmonary embolism as related to total knee replacement or hip replacement surgery in pediatric and obstetric patients.

    b. **Other provider-preventable condition** means a condition occurring in any health care setting that meets the following criteria: (i) is identified in the North Carolina Medicaid plain; (ii) has been found by the North Carolina, based upon a review of medical literature by qualified professionals, to be reasonably preventable through the application of procedures supported by evidence-based guidelines (iii) has a negative consequence for the Member; (iv) is auditable; and (v) includes, at a minimum, wrong surgical or other invasive procedure performed on a patient, surgical or other invasive procedure performed on the wrong body part, or surgical or other invasive procedure performed on the wrong patient.

    c. **Provider-preventable condition** ("PPC") means a condition that meets the definition of "health care-acquired condition" or an "other provider-preventable condition."

    No reduction in payment will be made for a PPC when the condition existed prior to the initiative of treatment for that patient by Provider. Provider shall identify PPCs when submitting claims for payment or, if no claim will be submitted, if Medicaid payment would otherwise be available for the course of treatment in which the PPC occurred, or as otherwise required by the State. **42 CFR §§438.3(g), 434.6(a)(12) and 447.26.**

2. Physician Incentives. Provider shall disclose to ACNC annually any Physician Incentive Plan (PIP) or risk arrangements Provider may have with physicians, either within Provider's group practice or other physicians not associated with Provider's group practice, even if there is no substantial financial risk between ACNC and the physician or physician group. The term "substantial financial risk" means a financial risk set at greater than twenty-five percent (25%) of potential payments for Covered Services, regardless of the frequency of assessment (i.e., collection) or distribution of payments. The term "potential payments" means simply the maximum anticipated total payments that the physician or physician group could receive if the use or cost of referral services were significantly low. **42 CFR §§438.3(i), 422.208, 422.210**.

3. Provider Discrimination Prohibited. ACNC may not, with respect to Provider participation, compensation or indemnification under this Agreement, discriminate against Provider to the extent that the Provider is acting within the scope of his, her or its license or certification under applicable State law, solely on the basis of that license or certification. Without limiting the foregoing, ACNC shall not discriminate against Provider for serving high-risk populations or specializing in conditions that require costly treatment. Nothing herein shall be construed to: (i) require ACNC to contract with Provider if not necessary to meet the needs of Members; (ii)

preclude ACNC from using different reimbursement amounts for different specialties or for different practitioners in the same specialty; or (iii) preclude ACNC from establishing measures that are designed to maintain quality of services and control costs and are consistent with ACNC's responsibilities to Members. **42 CFR §§438.12, 438.214(c).**

4. Member Rights. Provider shall adhere to all applicable Federal and State laws that pertain to Member rights, and shall take such rights into account when furnishing services to Members. **42 CFR §438.100(a)(2).**

5. Provider-Member Communications. Nothing in this Agreement shall be construed to prohibit, restrict or impede Provider's ability to freely and openly discuss with Members, within the Provider's lawful scope of practice, all available treatment options and any information the Member may need in order to decide among all relevant treatment options, including but not limited to the risks, benefits and consequences of treatment or non-treatment, regardless of whether the services may be considered Covered Services in accordance with this Agreement. Further, nothing in this Agreement shall be construed to prohibit, restrict or impede Provider from discussing Medically Necessary care and advising or advocating appropriate medical care with or on behalf of a Member, including: information regarding the nature of treatment options, risks of treatment, alternative treatments or the availability of alternative therapies, consultation or tests that may be self-administered, and the Member's right to participate in decisions regarding his or her care, including the right to refuse treatment and to express preferences about future treatment decisions. **42 CFR §438.102(a).**

6. Member Hold Harmless. Provider shall accept the final payment made by ACNC as payment in full for Covered Services provided pursuant to this Agreement. Provider agrees that in no event, including, but not limited to, nonpayment by the Agency to ACNC, nonpayment by ACNC to Provider, the insolvency of ACNC, or breach of this Agreement, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, solicit or accept any surety or guarantee of payment, or have any recourse against Members or persons other than ACNC acting on their behalf (including parent(s), guardian, spouse or any other person legally, or potentially legally, responsible person of the Member) for Covered Services listed in this Agreement. This provision shall not prohibit collection of supplemental charges or co-payments on ACNC's behalf made in accordance with terms of an enrollment agreement between ACNC and Members.

   Provider further agrees that:

   a. this hold harmless provision shall survive the termination of this Agreement regardless of the cause giving rise to termination and shall be construed to be for the benefit of Members; and that

   b. this hold harmless provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Provider and Members or persons acting on their behalf.

   42 CFR §§438.106, 447.15.

7. Coverage and Payment for Emergency Services. ACNC shall cover and pay for Emergency Services rendered by Provider and obtained when a Member had an Emergency Medical Condition, or when a representative of ACNC has instructed the Member to seek Emergency Services. **42 CFR §438.114(c)(1)(ii).**

8. Timely Access. Provider shall meet Agency standards for timely access to care and services, taking into account the urgency of the need for services. Provider shall offer hours of operation to Members that are no less than the hours of operation offered to commercial enrollees or comparable to Medicaid fee-for-service, if Provider serves only Medicaid enrollees. Provider services shall be available 24 hours a day, 7 days a week, when medically necessary. Provider shall provide physical access, reasonable accommodations, and accessible equipment for Members with physical or mental disabilities. **42 CFR §438.206(c)**.

9. Excluded Providers. Pursuant to **42 CFR §438.214(d)**, ACNC may not employ or contract with providers, or have a relationship with a person or entity that is excluded from participation in Federal health care programs under either Section 1128 or 1128A of the Act. ACNC may not knowingly have a Prohibited Relationship (defined hereinafter) with the following: (a) an entity or individual that is debarred, suspended or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549; or (b) an individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 CFR §2.101 of a person described in the **subparagraph 9(a)**. For purposes of this **paragraph 9**, "Prohibited Relationship" includes a subcontractor of ACNC and a network provider or person with an employment, consulting or other arrangement with ACNC for the provision of items or services that are significant and material to ACNC's obligations under the Agency Contract. Provider shall comply with the disclosure, screening and enrollment requirements of **42 C.F.R. Part 455, Subparts B and E** and, upon reasonable request, provide such information to ACNC in accordance with the requirements specified therein. **42 CFR §§438.608(b), 438.610**

   Provider represents and warrants that neither it, nor any of its contractors or employees who will furnish goods or services under the Agreement, directors or officers, or any person with an ownership interest in Provider of five percent (5%) or more, is or ever has been: (i) debarred, suspended or excluded from participation in Medicare, Medicaid, the State Children's Health Insurance Program (SCHIP) or any other Federal health care program; (ii) convicted of a criminal offense related to the delivery of items or services under the Medicare or Medicaid program; (iii) had any disciplinary action taken against any professional license or certification held in any state or U.S. territory, including disciplinary action, board consent order, suspension, revocation, or voluntary surrender of a license or certification; or (iv) debarred or suspended from participation in procurement or non-procurement activities by any federal agency (collectively, "Sanctioned Persons"). Provider shall screen all employees and contractors who will furnish goods or services under this Agreement to determine whether they have been excluded from participation in any Federal health care program, by searching applicable Federal and State databases (including but not limited to the OIG's LEIE and the NPDB) upon initial employment or engagement of or contracting with a contractor, employee, director or officer, and on a monthly basis thereafter.

   Provider shall immediately notify ACNC upon knowledge by Provider that any of its contractors or employees who furnish goods or services under the Agreement, directors, officers or owners has become a Sanctioned Person, or is under any type of investigation which may result in their becoming a Sanctioned Person. In the event that Subcontractor cannot provide reasonably satisfactory assurance to ACNC that a Sanctioned Person will not receive payment from ACNC under this Agreement, ACNC may immediately terminate this Agreement. ACNC reserves the right to recover all amounts paid by ACNC for items or services furnished by a Sanctioned Person. Further, and without limiting Provider's indemnification obligations set forth elsewhere in this Agreement, to the extent penalties, fines or sanctions are assessed against ACNC as a result of Provider's having a relationship with a Sanctioned Person, Provider shall be responsible

for the immediate payment of such penalties, fines or sanctions. In the event such payment is not made in a timely manner to ACNC, ACNC shall have the right to offset claims payments to Provider by the amount owed by Provider to ACNC.

10. State and Federal Regulator Access. Provider acknowledges that the U.S. Department of Health and Human Services (HHS), Centers for Medicare and Medicaid Services (CMS), Office of the Inspector General, the Comptroller General, the Agency **[SPECIFY STATE AGENCIES/REPRESENTATIVES]**, and their designees may at any time inspect and audit any records or documents of Provider pertinent to this Agreement, including those pertaining to the quality, appropriateness and timeliness of services; and may at any time inspect the premises, physical facilities and equipment where Medicaid-related activities or work is conducted. The right to audit under this paragraph exists for ten (10) years from the final date of the Agency Contract or from the completion of any audit, whichever is later. **42 CFR §§434.6(a)(5), 438.3(h)**.

11. Provider shall safeguard information about Members as required by Part 431, Subpart D of 42 CFR. **42 CFR §434.6(a)(8)**.

12. Any permitted subcontracts entered into by Provider in order to carry out its obligations under this Agreement must be in writing and fulfill the requirements of 42 CFR Part 438 that are appropriate to the service or activity delegated under the subcontract, in accordance with 42 CFR **§438.230**. **42 CFR §§434.6(a)(11), (b), 438.3(k)**.

13. Provider must retain, as applicable, the following information for a period of not less than ten (10) years:

    a. Member grievance and appeal records in 42 CFR §438.416;

    b. Base data used to determine capitation rates, in 42 CFR §438.5(c);

    c. MLR reports in 42 CFR §438.8(k); and

    d. The data, information and documentation specified in 42 CFR §§438.604 , 438.606, 438.608 and 438.610.

    42 CFR §438.3(u).

14. Provider shall maintain and share, as appropriate, an enrollee health record in accordance with professional standards. **42 CFR §438.208(b)(5)**.

15. To the extent Provider conducts UM activities on behalf of ACNC, Provider's compensation under this Agreement shall not be structured so as to provide incentives for Provider to deny, limit or discontinue medically necessary services to any Member. **42 CFR §438.210(e)**.

16. Delegation. The following provisions shall apply to the extent any of ACNC's activities or obligations under the Agency Contract are delegated to Provider:

    a. The delegated activities and related reporting responsibilities will be specified in the Agreement or in a separate delegation contract;

b. Provider agrees to perform the delegated activities and reporting responsibilities in company with ACNC's Agency Contract obligations;

c. ACNC may impose corrective actions, up to and including revocation of the delegated activities or obligations, in instances where the Agency or ACNC determine that Provider has not performed satisfactorily.

d. To the extent Provider is delegated responsibilities for coverage of services and payment of claims, Provider shall implement and maintain arrangements or procedures that are designed to detect and prevent fraud, waste and abuse that meet the requirements of **42 CFR §438.608(a)**.

Notwithstanding the foregoing, ACNC maintains ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of the Agency Contract. **42 CFR §438.230(b)(c)**.

17. Provider agrees to comply with all applicable Medicaid laws, regulations (including applicable sub-regulatory guidance) and Agency Contract provisions. Provider agrees that:

    a. The State, CMS, the HHS Inspector General, the Comptroller General, or their designees have the right to audit, evaluate and inspect any books, records, contracts, computer or other electronic system of Provider, or of any subcontractors, that pertain to any aspect of services and activities performed, or determination of amounts payable under the Agency Contract.

    b. Provider will make available, for purposes of an audit, evaluation or inspection under subparagraph 17(a), its premises, physical facilities, equipment, books, records, contracts, computer or other electronic systems relating to ACNC's Members.

    c. The right to audit under subparagraph 17(a) will exist through ten (10) years from the final date of the Agency Contract or from the date of completion of any audit, whichever is later.

    d. If the State, CMS or the HHS Inspector General determines that there is a reasonable possibility of fraud or similar risk, the state, CMS or the HHS Inspector General may inspect, evaluate and audit Provider at any time.

    42 CFR §438.230(c)(2), (3)

18. ACNC may terminate this Agreement immediately upon notification from the Agency that Provider cannot be enrolled in the State Medicaid program, or if Provider has not enrolled in the State Medicaid Program within 120 days of the effective date of this Agreement. **42 CFR §438.602(b)(2)**.

Schedule 9-2

State of North Carolina Requirements – Medicaid and Medicaid Managed Care

Unless defined in this **Schedule 9-2** or elsewhere in the Agreement, all capitalized terms used herein shall have their respective meanings given to them in the Agency Contract between the State of North Carolina Department of Health and Human Services ("Agency") and AmeriHealth Caritas North Carolina (Plan) dated as of February 4, 2019 (the Agency Contract).

The provisions set forth herein are intended to set forth the minimum requirements for provider contracts as required by the Agency in the Agency Contract. Citations herein are to Section VII.G of the Agency Contract ("Required Standard Provisions for PHP and Provider Contracts") unless otherwise specified. This Agreement, including this **Schedule 9-2**, is subject to Agency review and approval, and may be amended by the Plan as necessary to comply with Agency requirements, in accordance with Section V.D.2.c of the Agency Contract.

1. Agreement Term. Notwithstanding anything in this Agreement to the contrary, the term of this Agreement shall not exceed the term of the Agency Contract. (**Agency Contract Section VII.G.1.c**)

2. Termination. Without limiting the termination provisions set forth in Section 8 of the Agreement, Plan may immediately terminate this Agreement upon a confirmed finding of fraud, waste, or abuse by the Agency or the North Carolina Department of Justice Medicaid Investigations Division. (**RFP Section VII.G.1.d**)

3. Survival. In addition to the indemnification and hold harmless provisions in the Agreement that shall survive its termination, in the event of Plan's insolvency, Provider shall not be relieved of its obligation to serve Members when continuation of a Member's treatment is Medically Necessary. Without limiting the foregoing, inpatient care shall be continued until the Member is ready for discharge. Further in the event of Plan's insolvency, any necessary transition of administrative duties and records will be conducted in accordance with the requirements of the North Carolina Department of Insurance and other applicable regulatory authorities, which will be determined based on the specific facts and circumstances of Plan's insolvency. Plan will provide written notice to Provider of transitional activities as they are determined.

   (**Agency Contract Section VII.G.1.e**)

4. Credentialing. Provider shall at all times maintain licensure, accreditation, and credentials sufficient to meet Plan's network participation requirements as outlined in Plan's credentialing and re-credentialing policies and procedures; and Provider shall promptly notify Plan of changes in the status of any information relating to Provider's professional credentials. Without limiting the foregoing:

   a. Provider shall at all times be enrolled in the North Carolina Medicaid program, in accordance with 42 CFR 455.410. Failure to enroll or maintain enrollment constitutes grounds for immediate termination of this Agreement by Plan.

   b. Provider shall re-enroll in the North Carolina Medicaid program no less frequently than every five (5) years during the Provider Credentialing Transition Period. For purposes hereof, as set forth in Section V.D.2 of the RFP, "Provider Credentialing Transition

Period" is that period of time before the Agency's Provider Data Management/Credential Verification Organization (PDM/CVO) has achieved full implementation. Once the PDM/CVO has been fully implemented, Provider shall re-enroll in North Carolina Medicaid no less frequently than every three (3) years, except as otherwise permitted by the Agency.

(**Agency Contract Section VII.G.1.f**)

5. Liability Insurance. Provider's obligation to maintain professional liability coverage is set forth in the Agreement. Provider shall notify Plan of subsequent changes in status of professional liability insurance on a timely basis. (**Agency Contract Section VII.G.1.g**)

6. Member Billing. Provider shall not bill any Member for Covered Services, except for specified co-insurance, copayments and applicable deductibles. This restriction shall not prohibit Provider from agreeing with a Member to continue non-Covered Services at the Member's own expense, as long as Provider has notified the Member in advance that the Plan may not cover or continue to cover the non-Covered Services. (**Agency Contract Section VII.G.1.h**)

7. Provider Accessibility. Provider shall arrange for call coverage or other back-up to provider service in accordance with Plan's standards for provider accessibility as set forth in the Provider Manual. (**Agency Contract Section VII.G.1.i**)

8. Eligibility Verification. Provider is responsible for verifying Member eligibility, prior to rendering health care services, by using the mechanism provided by Plan. (**Agency Contract Section VII.G.1.j**)

9. Medical Records. As required by 42 CFR 438.208(b)(5), Provider shall maintain and share, as appropriate, a health record for each Member who receives care or services from Provider in accordance with professional standards. Without limiting the foregoing, Provider shall: (a) maintain confidentiality of Member medical records and personal health information and other health records as required by law; (b) maintain adequate medical and other health records according to industry and Plan standards; and (c) make copies of such records available to Plan and the Agency in conjunction with its regulation of Plan. The records shall be made available and furnished immediately upon request in either paper or electronic form, at no cost to the requesting party. (**Agency Contract Section VII.G.1.k**)

10. Member Appeals and Grievances. Provider shall cooperate with Plan in regard to Member appeals and grievance procedures. (**Agency Contract Section VII.G.1.l**)

11. Provider Payment. Nothing in this Agreement shall be construed as providing for an automatic increase in payment rates to Provider, and any provision in this Agreement to the contrary shall be void. (**Agency Contract Section VII.G.1.m**)

12. Data to Provider. Plan shall furnish Provider with such data and information as may be necessary for Provider to fulfill its obligations to Plan under this Agreement. Such data and information shall include, but is not necessarily limited to: (a) performance feedback reports or information if compensation is related to efficiency criteria; (b) information on benefit exclusions, administrative and utilization management requirements, credential verification programs, quality assessment programs, and provider sanction policies; and (c) notification of changes in these requirements. Plan may provide such information through its Provider Manual and periodic updates thereto. (**Agency Contract Section VII.G.1.n**)

13. Utilization Management. Provider shall comply with Plan's utilization management programs, quality management programs, and provider sanctions programs; provided that none of these programs shall override the professional or ethical responsibility of the Provider, or interfere with Provider's ability to provide information or assistance to its patients. (**Agency Contract Section VII.G.1.o**)

14. Provider Directory. Plan shall include Provider's name (and Provider's group name, if applicable), in the Plan's Provider Directory distributed to Members. Provider authorizes Plan to publish Provider's name and relevant practice information in the Plan Provider Directory. (**Agency Contract Section VII.G.1.p**)

15. Dispute Resolution. Plan and Provider shall follow the provider dispute process as set forth in the Agreement, the details of which are included in the Provider Manual and Plan policies and procedures made available to Provider. Plan's provider dispute process shall comply with the Agency's guidelines on Provider Grievance and Appeals as found in Section V.D.5 of the Agency Contract "Provider Grievances and Appeals." (**Agency Contract Section VII.G.1.q**) Provider shall exhaust Plan's internal appeal process before seeking other legal or administrative remedies under state or federal law. (**Agency Contract Section V.D.2.c.xi**)

16. Assignment. Provider's duties and obligations under the Agreement shall not be assigned, delegated or transferred without the prior written consent of Plan. Plan shall notify Provider, in writing, of any duties or obligations that are to be delegated or transferred, before the delegation or transfer, in the event Plan consents to an assignment by Provider. (**Agency Contract Section VII.G.1.r**)

17. Government Funds. The funds used by Plan to make payments to Provider under this Agreement are government funds. (**Agency Contract Section VII.G.1.s**)

18. Interpreting and Translation Services.

    a. Provider must provide qualified sign language interpreters if closed captioning is not the appropriate auxiliary aid for a Member.

    b. Provider must ensure Provider's staff are trained to appropriately communicate with patients with various types of hearing loss.

    c. Provider shall report to Plan, in a format and frequency to be determined by Plan, whether hearing loss accommodations are needed and provided, and the type of accommodation provided.

    (**Agency Contract Section VII.G.1.t**)

19. Perinatal Care Providers. To the extent Provider furnishes perinatal care, the following shall apply, pursuant to the Agency's Pregnancy Management Program Policy as set forth in **Section VII, Attachment M-3** of the Agency Contract:

    a. Provider shall complete the Pregnancy Management Program (PMP) standardized risk-screening tool (as determined by the Agency) at each initial visit.

    b. Provider shall allow Plan or Plan's designated vendor access to Member medical records for auditing purposes to measure performance on specific quality indicators.

c. Provider commits to maintaining or lowering the rate of elective deliveries prior to thirty-nine (39) weeks gestation.

d. Provider commits to decreasing the cesarean section rate among nulliparous women.

e. Provider shall offer and provider 17 alpha-hydroxyprogesterone caproate (17P) for the prevention of preterm birth to women with a history of spontaneous preterm birth who are currently pregnant with a singleton gestation.

f. Provider shall complete a high-risk screening of each pregnant Member in the Pregnancy Management Program and integrate the plan of care with local pregnancy care management. When Provider refers a high-risk pregnancy to Plan, Plan is responsible for arranging intake of the Member into the statewide Care Management for High Risk Pregnant Women program, and shall inform Provider when the Member has entered to program.

g. Provider commits to decreasing the primary cesarean delivery rate if the rate is over the Agency's designated cesarean rate. [Note: the Agency will set the rate annually, which will be at or below twenty percent (20%).]

h. Provider shall ensure that comprehensive post-partum visits occur within fifty-six (56) days of delivery.

i. Provider shall send all screening information and applicable medical record information for Members in the Care Management of High-Risk Pregnancies to the applicable Prepaid Health Plans (PHPs) and the Local Health Departments (LHDs) or other applicable local care management entities that are contracted for the provision of providing care management services for high-risk pregnancy within one (1) business day of the Provider completing the screening.

Without limiting the foregoing, if Provider is an obstetrician, Provider agrees to comply with the Agency's Pregnancy Management Program. (**Agency Contract Section VII.G.1.u**)

20. Advanced Medical Homes. To the extent Provider is an Advanced Medical Home (AMH), as defined in the RFP, Provider agrees to comply with the Agency's Advanced Medical Home Program. Without limiting the foregoing, Provider shall:

a. Accept Members and be listed as a primary care provider in the Plan's Member-facing materials for the purpose of providing care to Members and managing their health care needs;

b. Provide Primary Care and Patient Care Coordination services to each Member, in accordance with Plan policies;

c. Provide or arrange for Primary Care coverage for services, consultation or referral, and treatment for emergency medical conditions, twenty-four (24) hours per day, and seven (7) days per week. Automatic referral to the hospital emergency department for services does not satisfy this requirement;

d. Provide direct patient care a minimum of thirty (30) office hours per week;

e. Provide preventive services, in accordance with *Section VII. Attachment M. Table 1: Required Preventive Services* of the Agency Contract;

f. Maintain a unified patient medical record for each Member following the Plan's medical record documentation guidelines;

g. Promptly arrange referrals for medically necessary health care services that are not provided directly and document referrals for specialty care in the medical record;

h. Transfer the Member's medical record to the receiving provider upon the change of primary care provider at the request of the new primary care provider or Plan (if applicable) and as authorized by the Member within thirty (30) days of the date of the request, free of charge;

i. Authorize care for the Member or provide care for the Member based on the standards of appointment availability as defined by the Plan's network adequacy standards;

j. Refer for a second opinion as requested by the Member, based on Agency guidelines and Plan standards;

k. Review and use Member utilization and cost reports provided by the Plan for the purpose of AMH level utilization management and advise the Plan of errors, omissions, or discrepancies if they are discovered; and

l. Review and use the monthly enrollment report provided by the Plan for the purpose of participating in Plan or practice-based population health or care management activities.

In addition, if Provider is a Tier 3 AMH, the requirements set forth in the Agency's Advanced Medical Home Policy at Section VII, Attachment M-2 of the Agency Contract, as may be amended from time to time by the Agency, shall apply. Such requirements will be appended to this Agreement if Provider is a Tier 3 AMH.
(Agency Contract Section VII.G.1.v)

21. Local Health Departments. To the extent Provider is a LHD carrying out care management for high-risk pregnancy and for at-risk children, Provider shall comply with the Agency's Care Management for High-Risk Pregnancy Policy (at Section VII, Attachment M-4 of the Agency Contract) and Care Management for At-Risk Children Policy (at Section VII, Attachment M-5 of the Agency Contract). The care management requirements set forth in these Agency Policies (as may be amended by the Agency from time to time) are further defined in the Provider Manual, and will also be appended to this Agreement if Provider is an LHD carrying out care management for high-risk pregnancy and/or at-risk children. **(Agency Contract Section VII.G.1.w)**

22. Chapter 58 (Insurance) Requirements. Pursuant to Section 5.(6).g. of Session Law 2015-245, as amended by Section 6.(b) of Session Law 2018-49 pertaining to Chapter 58 protections, the following provisions shall apply:

    a. Coverage Determinations. As required by G.S. 58-3-200(c), if Plan or its authorized representative determines that services, supplies or other items are Covered Services, including any utilization management determination made by Plan, Plan shall not subsequently retract its determination after the services, supplies or other items have been provided, or reduce payments for a service, supply or other item furnished in reliance on Plan's determination, unless the determination was based on a material misrepresentation about the Member's health condition that was knowingly made by the Member or Provider.

b. Prompt Pay. Plan and Provider shall each be bound by the relevant provisions of the North Carolina prompt pay statute codified at G.S. 58-3-225, as in effect from time to time (the "Prompt Pay Statute"). Without limiting the applicability of the entirety of the Prompt Pay Statute, Provider shall submit all claims to Plan for processing and payments within one-hundred-eighty (180) calendar days from the date of covered service or discharge (whichever is later). However, Provider's failure to submit a claim within this time will not invalidate or reduce any claim if it was not reasonably possible for Provider to submit the claim within that time. In such case, the claim should be submitted as promptly as reasonably possible, and in no event later than one (1) year from the time submittal of the claim is otherwise required.

i. For Medical claims (including behavioral health):

1. Plan shall, within eighteen (18) calendar days of receiving a Medical claim, notify Provider whether the claim is clean, or pend the claim and request from Provider all additional information needed to process the claim.

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

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

ii. For Pharmacy claims:

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

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

iii. Plan shall re-process medical and pharmacy claims in a timely and accurate manner as described in this section (including interest and penalties if applicable. If the requested additional information on a pended medical or pharmacy claim is not submitted within ninety (90) days of the notice requesting the required additional information, Plan shall deny the claim, per G.S. 58-3-225(d).

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

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

vi. Plan shall pay the interest and penalty from subsections G.S. 58-3-225(e) and G.S. 58-3-225(f) as provided in those subsections, and shall not require Provider to request the interest or the penalty.

vii. Plan shall provide no less than thirty (30) days' advance written notice of its intent to recover an overpayment from Provider, which recovery may be made through an offset against future claim payments. Plan may not recover overpayments more than two (2) years after the date of the original claim payment unless Plan has reasonable belief of fraud or other intentional misconduct by Provider or its agents. Provider may not seek recovery of underpayments from Plan more than two (2) years after the date of the original claim adjudication.

(Agency Contract Section VII.G.3.h)

c. Fee Schedule; Claim Submission. In accordance with G.S. 58-3-227, Plan shall make available its schedule of fees associated with the top thirty (30) services or procedures most commonly billed by the class of providers to which Provider belongs (e.g., primary care provider, specialist, hospital, etc.). Plan's claim submission and reimbursement policies are set forth in the Provider Manual, which shall be made available on Plan's website. Plan shall furnish advance notice to Provider of any changes to the information required to be furnished to Provider under G.S. 58-3-227 in accordance with the notice requirements set forth in the Agreement, but in no event less than thirty (30) days prior to the change.

d. Notice Contact. In accordance with G.S. 58-3-275, Plan and Provider shall indicate notice contacts as provided in the applicable section of the Agreement. Notwithstanding anything therein to the contrary, the means for providing notice shall be one of the following, calculated as: (i) five business days following the date the notice is placed, first-class postage prepaid, in the U.S. mail; (ii) on the day the notice is hand-delivered; (iii) for certified or registered mail, the date on the return receipt; or (iv) for commercial courier service, the date of delivery.

e. Contract Amendments. Notwithstanding anything in the Agreement to the contrary, in accordance with G.S. 58-50-280, if Plan initiates an amendment to the Agreement, Plan shall send any proposed contract amendment to Provider's notice contact with at least sixty (60) days' advance notice. The proposed amendment shall be dated, labeled "Amendment," signed by Plan, and include an effective date for the proposed amendment. Provider's failure to object in writing to the proposed amendment within the 60-day notice period shall constitute Provider's assent to and acceptance of the proposed amendment. If Provider objects to the proposed amendment, then the proposed amendment shall not be effective with respect to Provider, and Plan shall be entitled to terminate the Agreement with sixty (60) days' advance written notice to Provider. Nothing herein shall be deemed to prohibit Plan and Provider from amending the Agreement on mutually agreed terms within mutually agreed time periods. Further, Plan's right to terminate the Agreement as provided in this section shall not be deemed to be an affirmative obligation; and Plan and Provider may negotiate a mutually acceptable alternative to the proposed amendment in order to prevent termination of the Agreement.

In accordance with G.S. 58-50-270(1), (2), for purposes of the foregoing, "amendment" shall mean any change to the terms of this Agreement, including terms incorporated by reference, that modifies Provider's compensation under this Agreement. A change required by federal or State law, rule, regulation, administrative hearing, or court order is not an amendment. References in the foregoing and elsewhere throughout this Agreement

refer to this contract under which Provider is providing health care services on an in-network basis to Plan's Members.

f. Policies and Procedures. In accordance with G.S. 58-50-285, Plan shall provide a copy of its policies and procedures, in the form of the Provider Manual, to Provider, prior to execution of this Agreement or any amendment to the Agreement, and at least annually. Plan may meet this requirement by posting its Provider Manual on its website. In the event of a conflict between Plan policies and procedures and this Agreement, the language of this Agreement shall prevail.

(Agency Contract Section VII.G.1.x)

23. Compliance with State and Federal Laws. Provider understands and agrees that it 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 this Agreement and the Plan's managed care contract with the North Carolina Department of Health and Human Services (NC DHHS), and all persons or entities receiving state and federal funds. Provider understands and agrees that any violation by a provider of a state or federal law relating to the delivery of services pursuant to this contract, or any violation of Plan's contract with NC DHHS could result in liability for money damages, and/or civil or criminal penalties and sanctions under state and/or federal law. **(Agency Contract Section VII.G.3.a)**

24. Hold Member Harmless. Provider agrees to hold the Member harmless for charges for any Covered Service. Provider agrees not to bill a Member for Medically Necessary services covered by Plan so long as the Member is eligible for coverage. **(Agency Contract Section VII.G.3.b)**

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

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

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

28. Access to Provider Records. Provider agrees to provide at no cost to the following entities or their designees with prompt, reasonable, and adequate access to the Agreement and any records, books, documents, and papers that relate to the Agreement and/or the Provider's performance of its responsibilities under this Agreement for purposes of examination, audit, investigation,

contract administration, the making of copies, excerpts or transcripts, or any other purpose NC DHHS deems necessary for contract enforcement or to perform its regulatory functions:

a. The United States Department of Health and Human Services or its designee;

b. The Comptroller of the United States or its designee;

c. NC DHHS, its Medicaid managed care program personnel, or its designee;

d. The Office of Inspector General;

e. North Carolina Department of Justice Medicaid Investigations Division;

f. Any independent verification and validation contractor, audit firm or quality assurance contractor acting on behalf of NC DHHS;

g. The North Carolina Office of State Auditor, or its designee;

h. A State or federal law enforcement agency; and

i. Any other state or federal entity identified by NC DHHS, or any other entity engaged by NC DHHS.

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

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

29. Provider Ownership Disclosure. Provider agrees to disclose the required information, at the time of application, and/or upon request, in accordance with 42 C.F.R.§ 455 Subpart B, related to ownership and control, business transactions, and criminal conviction for offenses against Medicare, Medicaid, CHIP and/or other federal health care programs. See 42 C.F.R. § 455, Parts 101 through 106 for definitions, percentage calculations, and requirements for disclosure of ownership, business transactions, and information on persons convicted of crimes related to any federal health care programs.

    Provider agrees to notify, in writing, Plan and NC DHHS of any criminal conviction within twenty (20) days of the date of the conviction.
    (Agency Contract Section VII.G.3.g)

30. Providers who are primary care providers shall perform EPSDT screenings for Members less than twenty-one (21) years of age, in accordance with Section V.C.2 of the Agency Contract, "Early and Periodic Screening, Diagnosis and Treatment (EPSDT)." **(Agency Contract Section V.D.2.c.xiii)**

31. Hospital Providers shall notify Plan when a Member in a high-level clinical setting is being discharged. **(Agency Contract Section V.D.2.c.xiv)** "High-level clinical settings" include, but

are not necessarily limited to: (a) hospitals/inpatient acute care and long-term acute care; (b) nursing facility; (c) adult care home; (d) inpatient behavioral health services; (e) facility-based crisis services for children; (f) facility-based crisis services for adults; and (g) alcohol & drug abuse treatment center (ADATC).

32. Nothing in this Agreement shall be construed to violate G.S. 58-50-295. Accordingly, no provision of this Agreement shall do any of the following:

    a. Prohibit, or grant Plan an option to prohibit, Provider from contracting with another health insurance carrier to provide health care services at a rate that is equal to or lower than the payment specified in this Agreement;

    b. Require Provider to accept a lower payment rate from Plan in the event Provider agrees to provide health care services to any other health insurance carrier at a rate that is equal to or lower than the payment specified in this Agreement;

    c. Require, or grant Plan an option to require, termination or renegotiation of this Agreement in the event Provider agrees to provide health care services to any other health insurance carrier at a rate that is equal to or lower than the payment specified in this Agreement;

    d. Require, or grant Plan an option to require, Provider to disclose, directly or indirectly, Provider's contractual rates with another health insurance carrier;

    e. Require, or grant Plan an option to require, the non-negotiated adjustment by Plan of the Provider's contractual rate to equal the lowest rate Provider has agreed to charge to any other health insurance carrier; or

    f. Require, or grant Plan an option to require, Provider to charge another health insurance carrier a rate that is equal to or more than the reimbursement rate specified in this Agreement.

    (Agency Contract Section V.D.2.c.xvi)

33. Provider shall not submit claim or encounter data for Covered Services directly to NC DHHS. **(Agency Contract Section V.D.2.c.xviii)**

Schedule 9-3

Medicaid Managed Care Addendum for Indian Health Care Providers

1. **Purpose of Addendum; Supersession.**
The purpose of this Medicaid Managed Care Addendum for Indian Health Care Providers (IHCPs) is to apply special terms and conditions necessitated by federal law and regulations to the network IHCPs agreement by and between (herein "Managed Care Plan") and (herein "Indian Health Care Provider (IHCP)"). To the extent that any provision of the Managed Care Plan's network IHCP agreement or any other addendum thereto is inconsistent with any provision of this Addendum, the provisions of this Addendum shall supersede all such other provisions.

2. **Definitions.**
For purposes of this Addendum, the following terms and definitions shall apply:

(a) "**Indian**" means any individual defined at 25 U.S.C. §§ 1603(13), 1603(28), or 1679(a), or who has been determined eligible as an Indian, under 42 C.F.R. § 136.12. This means the individual is a Member of a federally recognized Indian tribe or resides in an urban center and meets one or more of the following criteria:

i. Is a Member of a tribe, band, or other organized group of Indians, including those tribes, bands, or groups terminated since 1940 and those recognized now or in the future by the state in which they reside, or who is a descendant, in the first or second degree, of any such Member;

ii. Is an Eskimo or Aleut or other Alaska Native;

iii. Is considered by the Secretary of the Interior to be an Indian for any purpose;

iv. Is determined to be an Indian under regulations issued by the Secretary.

The term "Indian" also includes an individual who is considered by the Secretary of the Interior to be an Indian for any purpose or is considered by the Secretary of Health and Human Services to be an Indian for purposes of eligibility for Indian health care services, including as a California Indian, Eskimo, Aleut, or other Alaska Native.

(b) "**Indian Health Care Provider (IHCP)**" means a health care program operated by the Indian Health Service (IHS) or by an Indian Tribe, Tribal Organization, or Urban Indian Organization (otherwise known as an I/T/U) as those terms are defined in Section 4 of the Indian Health Care Improvement Act (25 U.S.C. 1603).

(c) "**Managed Care Plan**" includes a Managed Care Organization (MCO), Prepaid Ambulatory Health Plan (PAHP), Prepaid Inpatient Health Plan (PIHP), Primary Care Case Management (PCCM) or Primary Case Managed Care Entity (PCCM entity) as those terms are used and defined in 42 C.F.R. 438.2, and any subcontractor or instrumentality of such entities that is engaged in the operation of a Medicaid managed care contract.

(d) "**Indian Health Service or IHS**" means the agency of that name within the U.S. Department of Health and Human Services established by the IHCIA Section 601, 25 U.S.C. § 1661.

(e) "**Indian tribe**" has the meaning given in the IHCIA Section 4(14), 25 U.S.C. § 1603(14).

(f) "**Tribal health program**" has the meaning given in the IHCIA Section 4(25), 25 U.S.C. § 1603(25).

(g) "**Tribal organization**" has the meaning given in the IHCIA Section 4(26), 25 U.S.C. § 1603(26).

(h) "**Urban Indian organization**" has the meaning given in the IHCIA Section 4(29), 25 U.S.C. § 1603(29).

3. **Description of IHCP.**
The IHCP identified in Section 1 of this Addendum is (check the appropriate box):
/_/ IHS.
/_/ An Indian tribe that operates a health program under a contract or compact to carry out programs, services, functions, and activities (or portions thereof) of the IHS pursuant to the ISDEAA, 25 U.S.C. §450 et seq.
/_/ A tribal organization that operates a health program under a contract or compact to carry out programs, services, functions, and activities (or portions thereof) of the IHS pursuant to the ISDEAA, 25 U.S.C.§ 450 et seq.
/_/ A tribe or tribal organization that operates a health program with funding provided in whole or part pursuant to 25 U.S.C. § 47 (commonly known as the Buy Indian Act).
/_/ An urban Indian organization that operates a health program with funds in whole or part provided by IHS under a grant or contract awarded pursuant to Title V of the IHCIA.

4. **Cost-Sharing Exemption for Indians; No Reduction in Payments.**
The Managed Care Plan shall not impose any enrollment fee, premium, or similar charge, and no deduction, copayment, cost sharing, or similar charge shall be imposed against an Indian who is furnished an item or service directly by the Indian Health Service, an Indian Tribe, Tribal Organization or Urban Indian Organization or through referral under contract health services.

Payments due to the Indian Health Service, an Indian Tribe, Tribal Organization, or Urban Indian Organization, or a health care IHCP through referral under contract health services for the furnishing of an item or service to an Indian who is eligible for assistance under the Medicaid program may not be reduced by the amount of any enrollment fee, premium, or similar charge, and no deduction, copayment, cost sharing, or similar charge. Section 1916(j) of the Social Security Act, and 42 C.F.R. 447.53 and §457.535.

5. **Enrollee Option to Select the IHCP as Primary Health Care IHCP.**
The Managed Care Plan shall allow any Indian otherwise eligible to receive services from an IHCP to choose the IHCP as the Indian's primary health care provider if the IHCP has the capacity to provide primary care services to such Indian, and any referral from such IHCP shall be deemed to satisfy any coordination of care or referral requirement of the Managed Care Plan. Section 1932(h)(1) of the Social Security Act, 42 C.F.R. § 438.14((b)(3) and 457.1209.

6. **Agreement to Pay IHCP.**
The Managed Care Plan shall pay the IHCP for covered Medicaid managed care services in accordance with the requirements set out in Section 1932(h) of the Social Security Act and 42 C.F.R. §§ 438.14 and 457.1209.

7. **Persons Eligible for Items and Services from IHCP.**
(a) Nothing in this agreement shall be construed to in any way change, reduce, expand, or alter the eligibility requirements for services through the IHCP's programs, as determined by federal law including the IHCIA, 25 U.S.C. § 1601, et seq. and/or 42 C.F.R. Part 136.

(b) No term or condition of the Managed Care Plan's network IHCP agreement or any addendum thereto shall be construed to require the IHCP to serve individuals who are ineligible for services from the IHCP. The Managed Care Plan acknowledges that pursuant to 45 C.F.R. § 80.3(d), an individual shall not be deemed subjected to discrimination by reason of his/her exclusion from benefits limited by federal law to individuals eligible for services from the IHCP. IHCP acknowledges that the nondiscrimination provisions of federal law may apply.

8. **Applicability of Federal Laws not Generally Applicable to other Providers.**
Certain federal laws and regulations apply to IHCPs, but not other providers. IHCPs cannot be required to violate those laws and regulations as a result of serving MCO enrollees. Applicable provisions may include, but are not limited to, those laws cited in within this Contract.

9. **Non-Taxable Entity.**
To the extent the IHCP is a non-taxable entity, the IHCP shall not be required by a Managed Care Plan to collect or remit any federal, state, or local tax.

10. **Insurance and Indemnification.**

(a) Indian Health Service. The IHS shall not be required to obtain or maintain insurance (including professional liability insurance), provide indemnification, or guarantee that the managed care plan will be held harmless from liability. This is because the IHS is covered by the Federal Tort Claims Act (FTCA), which means that the United States consents to be sued in place of federal employees for any damages to property or for personal injury or death caused by the negligence or wrongful act or omission of federal employees acting within the scope of their employment. Nothing in the managed care plan network provider agreement (including any addendum) shall be interpreted to authorize or obligate any IHS employee to perform any act outside the scope of his/her employment.

(b) Indian Tribes and Tribal Organizations. A provider which is an Indian tribe, a tribal organization, or employee of a tribe or tribal organization (including contractors) shall not be required to obtain or maintain insurance (including professional liability insurance), provide indemnification, or guarantee that the managed Care Plan will be held harmless from liability to the extent that the provider is covered by the FTCA. Nothing in the Managed Care Plan network provider agreement (including any addendum) shall be interpreted to authorize or obligate such Provider, any employee of such provider, or any personal services contractor to operate outside of the scope of FTCA coverage.

(c) Urban Indian Organizations. A provider which is an urban Indian organization shall not be required to obtain or maintain insurance (including professional liability insurance), provide indemnification, or guarantee that the managed care plan will be held harmless from liability to the extent the provider is covered by the FTCA. Nothing in the Managed Care Plan network provider agreement or any addendum thereto shall be interpreted to authorize or obligate such Provider or any employee of such Provider to operate outside of the scope of the FTCA.

11. **Licensure and Accreditation.**
Pursuant to 25 U.S.C. §§ 1621t and 1647a, the managed care organization shall not apply any requirement that any entity operated by the IHS, an Indian tribe, tribal organization or urban Indian organization be licensed or recognized under the state or local law where the entity is located to furnish health care services, if the entity meets all the applicable standards for such licensure or recognition. In addition, the managed care organization shall not require the licensure of a health professional employed by such an entity under the state or local law where the entity is located, if the professional is licensed in another state.

12. **Dispute Resolution.**
In the event of any dispute arising under the Managed Care Plan's network IHCP agreement or any addendum thereto, the parties agree to meet and confer in good faith to resolve any such disputes. Notwithstanding any provision in the Managed Care Plan's network agreement, the IHCP shall not be required to submit any disputes between the parties to binding arbitration.

13. **Governing Law.**
The Managed Care Plan's network IHCP agreement and all addenda thereto shall be governed and construed in accordance with federal law of the United States. In the event of a conflict between such agreement and all addenda thereto and federal law, federal law shall prevail.

Nothing in the Managed Care Plan's network IHCP agreement or any addendum thereto shall subject an Indian tribe, tribal organization, or urban Indian organization to state law to any greater extent than state law is already applicable.

14. **Medical Quality Assurance Requirements.**
To the extent the Managed Care Plan imposes any medical quality assurance requirements on its network IHCPs, any such requirements applicable to the IHCP shall be subject to Section 805 of the IHCIA, 25 U.S.C. § 1675.

15. **Claims Format.**
The Managed Care Plan shall process claims from the IHCP in accordance with Section 206(h) of the IHCIA, 25 U.S.C. § 1621e(h), which does not permit an issuer to deny a claim submitted by a IHCP based on the format in which submitted if the format used complies with that required for submission of claims under Title XVIII of the Social Security Act or recognized under Section 1175 of such Act.

16. **Payment of Claims.**
The Managed Care Plan shall pay claims from the IHCP in accordance Section 1932(h)(2) of the Act and 42 C.F.R. §§ 438.14(c)(2) and 457.1209, and shall pay at either the rate provided under the State plan in a Fee-for-Service payment methodology, or the applicable encounter rate published annually in the Federal Register by the Indian Health Service, whichever is higher.

17. **Hours and Days of Service.**
The hours and days of service of the IHCP shall be established by the IHCP. The IHCP agrees that it will consider input from the Managed Care Plan as to its hours and days of service. At the request of the Managed Care Plan, such IHCP shall provide written notification of its hours and days of service.

18. **Purchase/Referred Care Requirements.**
The Provider may make referrals to in-network providers and such referrals shall be deemed to meet any coordination of care and referral obligations of the Managed Care Plan. The Provider shall comply with coordination of care and referral obligations of the Managed Care Plan issuer except only in specific circumstances in which such obligations would conflict with requirements applicable to Purchased/Referred Care at 42 C.F.R. Part 136. The Provider will notify the Managed Care Plan issuer when such circumstances occur.

19. **Sovereign Immunity.**
Nothing in the Managed Care Plan's network IHCP agreement or in any addendum thereto shall constitute a waiver of federal or tribal sovereign immunity.

20. **Endorsement.**
IHS or IHCP names and positions may not be used to suggest official endorsement or preferential treatment of the managed care plan.

APPROVALS

For the Managed Care Plan:	**For the IHCP:**
_____	_____
Signature	*Signature*
_____	_____
Date	*Date*

(a) The IHS as an IHCP:

(1) Anti-Deficiency Act, 31 U.S.C. § 1341;
(2) ISDEAA, 25 U.S.C. § 450 et seq.;
(3) Federal Tort Claims Act ("FTCA"), 28 U.S.C. §§ 2671-2680;
(4) Federal Medical Care Recovery Act, 42 U.S.C. §§ 2651-2653;
(5) Federal Privacy Act of 1974 ("Privacy Act"), 5 U.S.C. § 552a, 45 C.F.R. Part 5b;
(6) IHCIA, 25 U.S.C. § 1601 et seq.

(b) An Indian tribe or a Tribal organization that is an IHCP:

(1) ISDEAA, 25 U.S.C. § 450 et seq.;
(2) IHCIA, 25 U.S.C. § 1601 et seq.;
(3) FTCA, 28 U.S.C. §§ 2671-2680;
(4) Federal Medical Care Recovery Act, 42 U.S.C. §§ 2651-2653;
(5) Privacy Act, 5 U.S.C. § 552a, 45 C.F.R. Part 5b;

(c) An urban Indian organization that is an IHCP:

(1) IHCIA, 25 U.S.C. § 1601 et seq.
(2) Privacy Act, 5 U.S.C. § 552a, 45 C.F.R. Part 5b;

ROWAN COUNTY
NORTH CAROLINA
Be an original.

ROWAN COUNTY CONTRACT MEMORANDUM

TO: Aaron Church, Rowan County Manager
FROM: Teresa Sharpless
DEPT: Finance
DATE: July 1, 2021
SUBJECT: Revenue Contract - Blue Cross

PURPOSE OF CONTRACT:

As part of the recent transition to NC Medicaid Managed Care, the State of NC has selected five (5) Managed Care Partners who will now administer the Medicaid program. Each NC EMS provider has to contract with these five (5) partners in order to receive payments for services provided to Medicaid recipients.

CONTRACT CERTIFICATION

By submitting this memorandum, I agree that I have:
1. Read and understand the terms of the contract.
2. To the best of my knowledge the terms, amount and activities surrounding this contract are compliant with North Carolina General Statutes, the Rowan County Purchasing Policy and any applicable regulations.
3. I have secured and attached in MUNIS the Certificate of Insurance.

James Howle — 7/6/2021

Signature of Director **DATE**

Howden, James M

To: Sharpless, Teresa F.
Subject: RE: NC Medicaid Transformation Update

From: Kim Stanley <kim.stanley@emsbilling.com>
Sent: Wednesday, June 23, 2021 3:43 PM
To: Sharpless, Teresa F. <Teresa.Sharpless@rowancountync.gov>
Subject: FW: NC Medicaid Transformation Update

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report suspicious emails by clicking the **"Report Phish"** button.

Teresa,

Here is an email that I sent earlier this month that has the contracts attached. I bet this was sent to Derrick before you transitioned so I apologize.

I was told by Carolina Complete yesterday that we shouldn't use the attached template but should request a contract from them (that is the same language at the template) for tracking purposes.

The contact individuals for each plan are also listed on this email. You can request the contract, send redlines, etc. directly to those plans.

You can disregard the Modivcare and OneCall contracts as these are for non-emergency services. Also, the WellCare Community Paramedicine contract is optional. EMS may want input on whether they would like to participate in that program.

Let me know how I can help. You may also want to check in with the Health Departments as they may have signed a contract for each of the five PHPs that you would be covered under if you share the same Tax Id.

Thanks,

Kim Stanley, CAC
Chief Compliance Officer
Direct: 336.714.9091
Cell: 336.416.7216
Internal: ext. 140
Fax: 336.347.9715
Kim.Stanley@emsbilling.com

From: Kim Stanley
Sent: Wednesday, May 26, 2021 11:18 AM
To: Kim Stanley <Kim.Stanley@emsbilling.com>
Subject: FW: NC Medicaid Transformation Update

Good morning!

As you may know, a group of stakeholders that include government ambulance providers, hospital-based, private ambulance suppliers, an attorney that we have hired to represent the NC ambulance industry and EMS|MC have been meeting extensively with the DHHS, the five PHPs and the two non-emergency brokers to discuss the contracting status of NC ambulance suppliers for NC Medicaid.

Effective July 1, 2021, approximately 63% of the NC Medicaid population will transition from traditional Medicaid coverage to one of the five Prepaid Health Plans (PHP):

- AmeriHealth Caritas North Carolina, Inc.
- BCBS of North Carolina
- UnitedHealthcare of North Carolina, Inc.
- WellCare of North Carolina, Inc.
- Carolina Complete Health (Regions 3, 4 and 5)

The remaining population will continue to be billed to Traditional Medicaid, with the largest of this group being Dual Eligible (Medicare Primary/Medicaid Secondary).

Non-Emergency Brokers
If you provide non-emergency ambulance transportation, in addition to contracting with each of the above PHPs, the non-emergency Medicaid broker will seek a contract with you as well. The broker system will require a prior approval process for all non-emergency transports in which Medicaid is the primary payor. In order to continue to receive payment for Medicaid non-emergency services, a contract will be required for each of the brokers. If you do not provide non-emergency transports, you will not be required to contract with the brokers. EMS|MC can provide the number of NC Medicaid non-emergency transports that your agency provided in 2020.

The two non-emergency brokers are:
- ModivCare (formally Logisticare)
- One Call

Government/Municipal Agencies
During the transition to managed care, the current process for NC Medicaid Cost Reporting will no longer be applicable to claims paid by the PHPs and/or Brokers. All municipal agencies will transition to a Direct Payment system in which a calculated rate will be paid for all emergency and non-emergency services regardless of the level of service or number of mileage. EMS|MC can provide this calculation to you on an individual agency basis. In order to receive the higher Direct Payment, each agency will be required to contract with each of the PHPs and the Brokers by July 1, 2021. Keep in mind that the NC Medicaid Cost Report will be applicable to all claims submitted to Traditional Medicaid (those patients that did not transition to Managed Care).

Non-Governmental Agencies
The PHPs will typically contract at the current Medicaid Fee Schedule that will include the higher allowed amounts that were identified during the pandemic (5% increase) as well as the higher reimbursement for the non-emergency round trip services that was negotiated last year. A contract with the PHP will not be required in order for you to receive payment for emergency services; however, a contract will be required with the brokers in order to continue to receive payment for non-emergency services.

Franchise and State Regulations

We have worked with the PHPs and Brokers to define the various franchise agreements to ensure that the broker is contracting only with non-emergency ambulance providers franchised to provide point-to-point ambulance services in each individual county. In addition, we have educated DHHS and the plans on the state regulations that do not allow services such as stretcher vans. If you should see violations in these guidelines, these should be reported to the State Office of EMS or myself to ensure we have full adherence.

Credentialling
If you are a current NC Medicaid Provider, the provider demographics will be shared with each of the plans that will not require that you reenroll in the program. The current Medicaid Provider Number and NPI will transfer automatically to the plans for reimbursement.

Contracting by Tax Identification Number
There has been confusion of whether the PHPs may contract at the Tax Identification Number (TIN) or at the NPI level. For example, a Health Department that shares a TIN with the County EMS agency may have already contracted with the PHP that may include the County EMS system. Another example, a hospital-based EMS system may wish to contract with the PHP even if the hospital chooses not to contract with the PHP. Each of the PHPs have answered this question individually:

AmeriHealth – The ambulance providers are not required to be part of the county contract, even if they share a TIN with the another agency.
Carolina Complete – Our process is to have one Provider Participation Agreement for each unique Tax Id. The contract will consist of a base contract and an Exhibit that outlines the compensation and reimbursement schedule for each provider type.
Healthy Blue – Contracts are based on all providers using the same Tax-ID. The claims and reimbursement process will be based on the provider type as identified by the NPI.
United Healthcare – UHC does not require a single-county wide contract by TIN. Each ambulance provider will be offered an individual standalone contract even if they share a TIN.
Wellcare – For contracted agencies sharing a TIN, Wellcare will add an amendment to the existing contract to include the ambulance compensation and reimbursement schedule.

Community Paramedicine
Wellcare has issued a separate contract for Community Paramedicine that is an optional value-add service that is being offered by Wellcare exclusively. United Healthcare has alerted us that they may add ET3 type services to their contract in the near future. The other plans have been made aware of the types of Mobile Integrated Healthcare that exists in NC and have all expressed an interest in developing coverage policies in the future for these services.

Contracts
Attached are the most recent contract templates for each of the five PHPs and two Brokers. For municipal/government agencies, you will be required to contract with each of the PHPs to receive the Direct Payment. For both municipal and non-municipal agencies, and provide non-emergency services, you will be required to contract with each of the two brokers to continue to be reimbursed for those services. While we are still working with DHHS to approve an amendment to the contract that includes language regarding the direct payment process and medical necessity requirements, we felt the need to provide these contracts to you for review. The deadline for contracting is July 1, 2021 in order to ensure that we do not have any interruption in payment. Our advice at this time is to have your attorneys review these contracts carefully and submit any potential redlines to the plans individually. We will keep you informed when the amendment to the contract has been approved by DHHS. If you have already signed contracts with the PHPs, please be sure that EMS|MC receives a copy of the signed agreements for our records.

If you have questions regarding these contracts, would like to send redlines to the individual PHPs, the following contacts have been established with each PHP:

AmeriHealth – Annitta Taylor - annitta.taylor@amerihealthcaritasnc.com

Carolina Complete – troy.d.schilling@carolinacompletehealth.com, James.Appler@carolinacompletehealth.com
Healthy Blue –Katie Kindborg - katie.kindborg@healthybluenc.com
United Healthcare – Rebeca Oliva - rebeca_oliva@uhc.com
Wellcare – Heather Lowe - Heather.Lowe@wellcare.com

ModivCare Celeste.Crocker@modivcare.com
OneCall - Nicholas_LoPiccolo@onecallcm.com

Please reach out to me or your Strategic Account Manager if you have any questions.

Thanks,

Kim Stanley, CAC
Chief Compliance Officer
EMS Management & Consultants
PO Box 863
Lewisville, NC 27023
Direct: 336.714.9091
Cell: 336.416.7216
Internal: ext. 140
Fax: 336.347.9715
Kim.Stanley@emsbilling.com
Website | Facebook | LinkedIn

Notice of Confidentiality: This transmission contains information that may be confidential and may also be privileged. Unless you are the intended recipient of the message (or authorized to receive it for the intended recipient), you may not copy, forward, or otherwise use it, or disclose its contents to anyone else. Please be aware that email communication can be intercepted in transmission or misdirected. If you have received this transmission in error, please notify us immediately at HIPAAcompliance@emsbilling.com and delete it from your system.

BLUE CROSS NC
MEDICAID PROVIDER AGREEMENT

This Medicaid Provider Agreement (hereinafter "Agreement") is made and entered into by and between Blue Cross Blue Shield of North Carolina or an Affiliate (hereinafter "Blue Cross NC") and the undersigned Provider (hereinafter "Provider"), effective as of the date next to Blue Cross NC's signature (the "Effective Date"). In consideration of the mutual promises and covenants herein contained, the sufficiency of which is acknowledged by the parties, the parties agree as follows:

ARTICLE I
DEFINITIONS

"Affiliate" means any entity that is: (i) owned or controlled, either directly or through a parent or subsidiary entity, by Blue Cross NC, or any entity which controls or is under common control with Blue Cross NC, and/or (ii) that is identified as an Affiliate on a designated web site as referenced in the provider manual(s). Unless otherwise set forth in the Participation Attachment(s), an Affiliate may access the rates, terms and conditions of this Agreement.

"Agency" means a federal, state or local agency, administration, board or other governing body with jurisdiction over the governance or administration of a Health Benefit Plan.

"Audit" means a review of the Claim(s) and supporting clinical information submitted by Provider to ensure payment accuracy. The review ensures Claim(s) comply with all pertinent aspects of payment including, but not limited to, contractual terms, Regulatory Requirements, Coded Service Identifiers (as defined in the PCS) guidelines and instructions, Blue Cross NC medical policies and clinical utilization management guidelines, reimbursement policies, and generally accepted medical practices. Audit does not include medical record review for quality and risk adjustment initiatives.

"Blue Cross NC Rate" means the lesser of Eligible Charges for Covered Services, or the total reimbursement amount that Provider and Blue Cross NC have agreed upon as set forth in the Plan Compensation Schedule ("PCS"). The Blue Cross NC Rate includes applicable Cost Shares, and shall represent payment in full to Provider for Covered Services.

"Claim" means either the uniform bill claim form or electronic claim form in the format prescribed by Blue Cross NC submitted by a provider for payment by Blue Cross NC for Health Services rendered to a Member.

"CMS" means the Centers for Medicare & Medicaid Services, an administrative agency within the United States Department of Health & Human Services ("HHS").

"Cost Share" means, with respect to Covered Services, an amount which a Member is required to pay under the terms of the applicable Health Benefit Plan. Such payment may be referred to as an allowance, coinsurance, copayment, deductible, penalty or other Member payment responsibility, and may be a fixed amount or a percentage of applicable payment for Covered Services rendered to the Member.

"Covered Services" means Medically Necessary Health Services, as determined by Blue Cross NC and described in the applicable Health Benefit Plan, for which a Member is eligible for coverage.

"Government Contract" means the contract between Blue Cross NC and an applicable party, such as an Agency, which governs the delivery of Health Services by Blue Cross NC to Member(s) pursuant to a Government Program.

"Government Program" means any federal or state funded program under the Social Security Act, and any other federal, state, county or other municipally funded program or product in which Blue Cross NC maintains a contract to furnish services. For purposes of this Agreement, Government Program does not include the Federal Employees Health Benefits Program ("FEHBP"), or any state or local government employer program.

"Health Benefit Plan" means the document(s) that set forth Covered Services, rules, exclusions, terms and conditions of coverage. Such document(s) may include but are not limited to a Member handbook, a health certificate of coverage, or evidence of coverage.

"Health Service" means those services, supplies or items that a health care provider is licensed, equipped and staffed to provide and which he/she/it customarily provides to or arranges for individuals.

"Medically Necessary" or "Medical Necessity" means the definition as set forth in the applicable Participation Attachment(s).

"Member" means any individual who is eligible, as determined by Blue Cross NC, to receive Covered Services under a Health Benefit Plan. For all purposes related to this Agreement, including all schedules, attachments, exhibits, provider manual(s), notices and communications related to this Agreement, the term "Member" may be used interchangeably with the terms Insured, Covered Person, Covered Individual, Enrollee, Subscriber, Dependent Spouse/Domestic Partner, Child, Beneficiary or Contract Holder, and the meaning of each is synonymous with any such other.

"Network" means a group of providers that support, through a direct or indirect contractual relationship, one or more product(s) and/or program(s) in which Members are enrolled.

"Other Payors" means persons or entities, pursuant to an agreement with Blue Cross NC or an Affiliate, that access the rates, terms or conditions of this Agreement with respect to certain Network(s), excluding Government Programs unless otherwise set forth in any Participation Attachment(s) for Government Programs. Other Payors include, without limitation, employers or insurers providing Health Benefit Plans pursuant to partially or wholly insured, self-administered or self-insured programs.

"Participating Provider" means a person, including but not limited to, a physician or other health care professional or entity, including but not limited to a hospital, health care facility, a partnership of such professionals, or a professional corporation, or an employee or subcontractor of such person or entity, that is party to an agreement to provide Covered Services to Members that has met all applicable required Blue Cross NC credentialing requirements, standards of participation and accreditation requirements for the services the Participating Provider provides, and that is designated by Blue Cross NC to participate in one or more Network(s). Unless otherwise specifically delineated, all references herein to "Provider" may also mean and refer to "Participating Provider".

"Participation Attachment(s)" means the document(s) attached hereto and incorporated herein by reference, and which identifies the additional duties and/or obligations related to Network(s), Government Program(s), Health Benefit Plan(s), and/or Blue Cross NC programs such as quality and/or incentive programs.

"Plan Compensation Schedule" ("PCS") means the document(s) attached hereto and incorporated herein by reference, and which sets forth the Blue Cross NC Rate(s) and compensation related terms for the Network(s) in which Provider participates. The PCS may include additional Provider obligations and specific Blue Cross NC compensation related terms and requirements.

"Regulatory Requirements" means any requirements, as amended from time to time, imposed by applicable federal, state or local laws, rules, regulations, guidelines, instructions, Government Contract, or otherwise imposed by an Agency or government regulator in connection with the procurement, development or operation of a Health Benefit Plan, or the performance required by either party under this Agreement. The omission from this Agreement of an express reference to a Regulatory Requirement applicable to either party in connection with their duties and responsibilities shall in no way limit such party's obligation to comply with such Regulatory Requirement.

ARTICLE II
SERVICES/OBLIGATIONS

2.1 Member Identification. Blue Cross NC shall provide a means of identifying Member either by issuing a paper, plastic, electronic, or other identification document to Member or by a telephonic, paper or electronic communication to Provider. This identification need not include all information necessary to determine Member's eligibility at the time a Health Service is rendered, but shall include information necessary to contact Blue Cross NC to determine Member's participation in the applicable Health Benefit Plan. Provider acknowledges and agrees that possession of such identification document or ability to access eligibility information telephonically or electronically, in and of itself, does not qualify the holder thereof as a Member, nor does the lack thereof mean that the person is not a Member.

2.2 Provider Non-discrimination. Provider shall provide Health Services to Members in a manner similar to and within the same time availability in which Provider provides Health Services to any other individual. Provider will not differentiate, or discriminate against any Member as a result of his/her enrollment in a Health Benefit Plan, or because of race, color, creed, national origin, ancestry, religion, sex, marital status, age, disability, payment source, state of health, need for Health Services, status as a litigant, status as a Medicare or Medicaid

beneficiary, sexual orientation, gender identity, or any other basis prohibited by law. Provider shall not be required to provide any type, or kind of Health Service to Members that he/she/it does not customarily provide to others. Additional requirements may be set forth in the applicable Participation Attachment(s).

2.3 Publication and Use of Provider Information. Provider agrees that Blue Cross NC or their designees may use, publish, disclose, and display, for commercially reasonable general business purposes, either directly or through a third party, information related to Provider, including but not limited to demographic information, information regarding credentialing, affiliations, performance data, Blue Cross NC Rates, and any other information related to Provider for transparency initiatives.

2.4 Use of Symbols and Marks. Neither party to this Agreement shall publish, copy, reproduce, or use in any way the other party's symbols, service mark(s) or trademark(s) without the prior written consent of such other party. Notwithstanding the foregoing, the parties agree that they may identify Provider as a participant in the Network(s) in which he/she/it participates.

2.5 Submission and Adjudication of Claims. Provider shall submit, and Blue Cross NC shall adjudicate, Claims in accordance with the applicable Participation Attachment(s), the PCS, the provider manual(s) and Regulatory Requirements. If Provider submits Claims prior to receiving notice of Blue Cross NC's approval pursuant to section 2.13, then such Claims must be submitted in accordance with prior authorization requirements, and shall be processed as out of network. Blue Cross NC shall not make retroactive adjustments with respect to such Claims.

2.6 Payment in Full and Hold Harmless.

2.6.1 Provider agrees to accept as payment in full, in all circumstances, the applicable Blue Cross NC Rate whether such payment is in the form of a Cost Share, a payment by Blue Cross NC, or a payment by another source, such as through coordination of benefits or subrogation. Provider shall bill, collect, and accept compensation for Cost Shares. Provider agrees to make reasonable efforts to verify Cost Shares prior to billing for such Cost Shares. In no event shall Blue Cross NC be obligated to pay Provider or any person acting on behalf of Provider for services that are not Covered Services, or any amounts in excess of the Blue Cross NC Rate less Cost Shares or payment by another source, as set forth above. Consistent with the foregoing, Provider agrees to accept the Blue Cross NC Rate as payment in full if the Member has not yet satisfied his/her deductible.

2.6.2 Except as expressly permitted under Regulatory Requirements, Provider agrees that in no event, including but not limited to, nonpayment by Blue Cross NC, insolvency of Blue Cross NC, breach of this Agreement, or Claim payment denials or adjustment requests or recoupments based on miscoding or other billing errors of any type, whether or not fraudulent or abusive, shall Provider, or any person acting on behalf of Provider, bill, charge, collect a deposit from, seek compensation from, or have any other recourse against a Member, or a person legally acting on the Member's behalf, for Covered Services provided pursuant to this Agreement. Notwithstanding the foregoing, Provider may collect reimbursement from the Member for the following:

2.6.2.1 Cost Shares, if applicable;

2.6.2.2 Health Services that are not Covered Services. However, Provider may seek payment for a Health Service that is not Medically Necessary or is experimental/investigational only if Provider obtains a written waiver that meets the following criteria:

a) The waiver notifies the Member that the specifically listed Health Service is likely to be deemed not Medically Necessary, or experimental/investigational;

b) The waiver notifies the Member of the Health Service being provided and the date(s) of service;

c) The waiver notifies the Member of the approximate cost of the Health Service;

d) The waiver is signed by the Member, or a person legally acting on the Member's behalf, prior to receipt of the Health Service.

2.6.2.3 Any reduction in or denial of payment as a result of the Member's failure to comply with his/her utilization management program pursuant to his her/her Health Benefit Plan, except when Provider has been designated by Blue Cross NC to comply with utilization management for the Health Services provided by Provider to the Member.

2.7 Recoupment/Offset/Adjustment for Overpayments. Blue Cross NC shall be entitled to offset and recoup an amount equal to any overpayments or incorrect payments made by Blue Cross NC to Provider against any payments due and payable by Blue Cross NC to Provider with respect to any Health Benefit Plan under this Agreement. Provider shall voluntarily refund all duplicate or erroneous Claim payments regardless of the cause, including, but not limited to, payments for Claims where the Claim was miscoded, non-compliant with industry standards, or otherwise billed in error, whether or not the billing error was fraudulent, abusive or wasteful. Upon determination by Blue Cross NC that any recoupment, improper payment, or overpayment is due from Provider, Provider must refund the amount to Blue Cross NC within thirty (30) days of when Blue Cross NC notifies Provider. If such reimbursement is not received by Blue Cross NC within the thirty (30) days following the date of such notice, Blue Cross NC shall be entitled to offset such overpayment against any Claims payments due and payable by Blue Cross NC to Provider under any Health Benefit Plan in accordance with Regulatory Requirements. In such event, Provider agrees that all future Claim payments applied to satisfy Provider's repayment obligation shall be deemed to have been paid in full for all purposes, including section 2.6.1. Should Provider disagree with any determination by Blue Cross NC that Provider has received an overpayment, Provider shall have the right to appeal such determination under Blue Cross NC's procedures set forth in the provider manual, and such appeal shall not suspend Blue Cross NC's right to recoup the overpayment amount during the appeal process unless prohibited under Regulatory Requirements. Blue Cross NC reserves the right to employ a third party collection agency in the event of non-payment.

2.8 Use of Subcontractors. Provider and Blue Cross NC may fulfill some of their duties under this Agreement through subcontractors. For purposes of this provision, subcontractors shall include, but are not limited to, vendors and non-Participating Providers that provide supplies, equipment, staffing, and other services to Members at the request of, under the supervision of, and/or at the place of business of Provider. Provider shall provide Blue Cross NC with thirty (30) days prior notice of any Health Services subcontractors with which Provider may contract to perform Provider's duties and obligations under this Agreement, and Provider shall remain responsible to Blue Cross NC for the compliance of his/her/its subcontractors with the terms and conditions of this Agreement as applicable, including, but not limited to, the Payment in Full and Hold Harmless provisions herein.

2.9 Compliance with Provider Manual(s) and Policies, Programs and Procedures. Provider agrees to cooperate and comply with, Blue Cross NC's provider manual(s), and all other policies, programs and procedures (collectively "Policies") established and implemented by Blue Cross NC consistent with the Government Contract, applicable to the Network(s) in which Provider participates. Blue Cross NC or its designees may modify the provider manual(s) and its Policies by making a good faith effort to provide notice, including electronic notice, to Provider at least thirty (30) days in advance of the effective date of material modifications thereto.

2.10 Referral Incentives/Kickbacks. Provider represents and warrants that Provider does not give, provide, condone or receive any incentives or kickbacks, monetary or otherwise, in exchange for the referral of a Member, and if a Claim for payment is attributable to an instance in which Provider provided or received an incentive or kickback in exchange for the referral, such Claim shall not be payable and, if paid in error, shall be refunded to Blue Cross NC.

2.11 Networks and Provider Panels. Provider shall be eligible to participate only in those Networks designated on the Provider Networks Attachment of this Agreement. Provider shall not be recognized as a Participating Provider in such Networks until the later of: 1) the Effective Date of this Agreement or; 2) as determined by Blue Cross NC in its sole discretion, the date Provider has met Blue Cross NC's applicable credentialing requirements, standards of participation and accreditation requirements. Provider acknowledges that Blue Cross NC may develop, discontinue, or modify new or existing Networks, products and/or programs. In addition to those Networks designated on the Provider Networks Attachment, Blue Cross NC may also identify Provider as a Participating Provider in additional Networks, products and/or programs designated in writing from time to time by Blue Cross NC unless specifically prohibited by Regulatory Requirements. The terms and conditions of Provider's participation as a Participating Provider in such additional Networks, products and/or programs shall be on the terms and conditions as set forth in this Agreement unless otherwise agreed to in writing by Provider and Blue Cross NC.

In addition to and separate from Networks that support some or all of Blue Cross NC's products and/or programs (e.g., HMO, PPO and Indemnity products), Provider further acknowledges that certain Health Services, including by way of example only, laboratory services, may be provided exclusively by designated Participating Providers (a "Health Services Designated Network"), as determined by Blue Cross NC. Provider agrees to refer Members to such designated Participating Providers in a Health Services Designated Network for the provision of certain Health Services, even if Provider performs such services. Notwithstanding any other provision in this Agreement, if Provider provides a Health Service to a Member for which Provider is not a designated Participating Provider in a Health Services Designated Network, then Provider agrees that he/she/it shall not be reimbursed for such services by Blue Cross NC, or the Member, unless Provider was authorized to provide such Health Service by Blue Cross NC.

2.12 Change in Provider Information. Provider shall immediately send written notice, in accordance with the Notice section of this Agreement, to Blue Cross NC of:

2.12.1 Any legal, governmental, or other action or investigation involving Provider which could affect Provider's credentialing status with Blue Cross NC, or materially impair the ability of Provider to carry out his/her/its duties and obligations under this Agreement, except for temporary emergency diversion situations; or

2.12.2 Any change in Provider accreditation, affiliation, hospital privileges (if applicable), insurance, licensure, certification or eligibility status, or other relevant information regarding Provider's practice or status in the medical community.

2.13 Provider Credentialing, Standards of Participation and Accreditation. Provider warrants that he/she/it meets all applicable Blue Cross NC credentialing requirements, standards of participation, and accreditation requirements for the Networks in which Provider participates. A description of the applicable credentialing requirements, standards of participation, and accreditation requirements, are set forth in the provider manual(s) and/or in the PCS. Provider acknowledges that until such time as Provider has been determined to have fully met Blue Cross NC's credentialing requirements, standards of participation, and accreditation requirements, as applicable, Provider shall not be entitled to the benefits of participation under this Agreement, including without limitation the Blue Cross NC Rates set forth in the PCS attached hereto.

2.14 Provider Staffing and Staff Privileges. Provider agrees to maintain professional staffing levels to meet community access standards and where applicable, agrees to facilitate and to expeditiously grant admitting privileges to Participating Providers who meet facility's credentialing standards.

2.15 Adjustment Requests. If Provider believes a Claim has been improperly adjudicated for a Covered Service for which Provider timely submitted a Claim to Blue Cross NC, Provider must submit a request for an adjustment to Blue Cross NC in accordance with the provider manual(s).

2.16 Provision and Supervision of Services. In no way shall Blue Cross NC be construed to be providers of Health Services or responsible for, exercise control, or have direction over the provision of such Health Services. Provider shall be solely responsible to the Member for treatment, medical care, and advice with respect to the provision of Health Services. Provider agrees that all Health Services provided to Members under this Agreement shall be provided by Provider or by a qualified person under Provider's direction. Provider warrants that any nurses or other health professionals employed by or providing services for Provider shall be duly licensed or certified under applicable law. In addition, nothing herein shall be construed as authorizing or permitting Provider to abandon any Member.

2.17 Coordination of Benefits/Subrogation. Subject to Regulatory Requirements, Provider agrees to cooperate with Blue Cross NC regarding subrogation and coordination of benefits, as set forth in Policies and the provider manual(s), and to notify Blue Cross NC promptly after receipt of information regarding any Member who may have a Claim involving subrogation or coordination of benefits.

2.18 Cost Effective Care. Provider shall provide Covered Services in the most cost effective, clinically appropriate setting and manner. In addition, in accordance with the provider manual(s) and Policies, Provider shall utilize Participating Providers, and consistent with Medical Necessity, refer and transfer Members to Participating Providers for all Covered Services, including but not limited to specialty, laboratory, ancillary and supplemental services.

2.19 Facility-Based Providers. Provider agrees to require its contracted facility-based providers or those with exclusive privileges with Provider to obtain and maintain Participating Provider status with Blue Cross NC. Until such time as facility-based providers enter into agreements with Blue Cross NC, Provider agrees to fully cooperate with Blue Cross NC to prevent Members from being billed amounts in excess of the applicable Blue Cross NC non-participating reimbursement for such Covered Services. Facility-based providers may include, but are not limited to, anesthesiologists, radiologists, pathologists, neonatologists, hospitalists and emergency room physicians.

ARTICLE III
CONFIDENTIALITY/RECORDS

3.1 Proprietary and Confidential Information. Except as otherwise provided herein, all information and material provided by either party in contemplation of or in connection with this Agreement including, but not limited to, (i) the negotiation of this Agreement or any amendments to the Agreement (including all reimbursement rate negotiations), (ii) this Agreement, or any copies thereof, (iii) any documents, information, or data from the Blue Cross and Blue Shield Association or other Blues Plan, (iv) any of Blue Cross NC's programs, policies, or data, and (v) Blue Cross NC's trade secret information shall be and remain confidential. (Collectively, subsections (i), (ii) and (iii) above are referred to as the "Proprietary or Confidential Information"). Neither party shall disclose any Proprietary or Confidential Information to the other, or use such information or material except: (1) as otherwise set forth in this Agreement; (2) as may be required to perform obligations hereunder; (3) as required to deliver Health Services or administer a Health Benefit Plan; (4) to Blue Cross NC or its designees; (5) upon the express written consent of the parties; or (6) as required by Regulatory Requirements. Notwithstanding the foregoing, either party may disclose such information to its legal advisors, lenders and business advisors, provided that such legal advisors, lenders and business advisors agree to maintain confidentiality of such information. Provider and Blue Cross NC shall each have a system in place that meets all applicable Regulatory Requirements to protect all records and all other documents relating to this Agreement which are deemed confidential by law. Any disclosure or transfer of Proprietary or Confidential Information by Provider or Blue Cross NC will be in accordance with applicable Regulatory Requirements. Provider shall immediately notify Blue Cross NC if Provider is required to disclose any Proprietary or Confidential Information at the request of an Agency or pursuant to any federal or state freedom of information act request.

3.2 Confidentiality of Member Information. Both parties agree to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), and as both may be amended, as well as any other applicable Regulatory Requirements regarding confidentiality, use, disclosure, security and access of the Member's personally identifiable information ("PII") and protected health information ("PHI"), (collectively "Member Information"). Provider shall review all Member Information received from Blue Cross NC to ensure no misrouted Member Information is included. Misrouted Member Information includes but is not limited to, information about a Member that Provider is not currently treating. Provider shall immediately destroy any misrouted Member Information or safeguard the Member Information for as long as it is retained. In no event shall Provider be permitted to misuse or re-disclose misrouted Member Information. If Provider cannot destroy or safeguard misrouted Member Information, Provider must contact Blue Cross NC to report receipt of misrouted Member Information.

3.3 Network Provider/Patient Discussions. Notwithstanding any other provision in this Agreement and regardless of any benefit or coverage exclusions or limitations associated with a Health Benefit Plan, Provider shall not be prohibited from discussing fully with a Member any issues related to the Member's health including recommended treatments, treatment alternatives, treatment risks and the consequences of any benefit coverage or payment decisions made by Blue Cross NC or any other party. In addition, nothing in this Agreement shall be construed to, create any financial incentive for Provider to withhold Covered Services, or prohibit Provider from disclosing to the Member the general methodology by which Provider is compensated under this Agreement, such as for example, whether Provider is paid on a fee for service, capitation or Percentage Rate basis. Blue Cross NC shall not refuse to allow or to continue the participation of any otherwise eligible provider, or refuse to compensate Provider in connection with services rendered, solely because Provider has in good faith communicated with one or more of his/her/its current, former or prospective patients regarding the provisions, terms or requirements of a Health Benefit Plan as they relate to the health needs of such patient. Nothing in this section shall be construed to permit Provider to disclose Blue Cross NC Rates or specific terms of the compensation arrangement under this Agreement.

3.4 Blue Cross NC Access to and Requests for Provider Records. Provider and its designees shall comply with all applicable state and federal record keeping and retention requirements, and, as set forth in the provider

manual(s) and/or Participation Attachment(s), shall permit Blue Cross NC or its designees to have, with appropriate working space and without charge, on-site access to and the right to perform an Audit, examine, copy, excerpt and transcribe any books, documents, papers, and records related to Member's medical and billing information within the possession of Provider and inspect Provider's operations, which involve transactions relating to Members and as may be reasonably required by Blue Cross NC in carrying out its responsibilities and programs including, but not limited to, assessing quality of care, complying with quality initiatives/measures, Medical Necessity, concurrent review, appropriateness of care, accuracy of payment, risk adjustment assessment as described in the provider manual(s), including but not limited to completion of the Encounter Facilitation Form (also called the "SOAP" note), compliance with this Agreement, and for research. In lieu of on-site access, at Blue Cross NC's request, Provider or its designees shall submit records to Blue Cross NC, or its designees via photocopy or electronic transmittal, within thirty (30) days, at no charge to Blue Cross NC from either Provider or its designee. Provider shall make such records available to the state and federal authorities involved in assessing quality of care or investigating Member grievances or complaints in compliance with Regulatory Requirements. Any examination or Audit of Provider records shall be performed using generally accepted, statistically valid or industry standard methodology. Provider acknowledges that failure to submit records to Blue Cross NC in accordance with this provision and/or the provider manual(s), and/or Participation Attachment(s) may result in a denial of a Claim under review, whether on pre-payment or post-payment review, or a payment retraction on a paid Claim, and Provider is prohibited from balance billing the Member in any of the foregoing circumstances.

3.5 Transfer of Medical Records. Following a request, Provider shall transfer a Member's medical records in a timely manner, or within such other time period required under applicable Regulatory Requirements, to other health care providers treating a Member at no cost to Blue Cross NC, the Member, or other treating health care providers.

3.6 Clinical Data Sharing. Blue Cross NC and Provider desire to collaborate by sharing data, including Member Information, to enhance certain health care operations activities, primarily to help improve quality and efficiency of health care. Each party's access to better clinical and administrative data is critical to the mutual goal of Blue Cross NC and Provider improving health care quality as it relates to their respective Members and patients. Therefore and upon request, Provider agrees to provide data to Blue Cross NC for treatment purposes, for payment purposes, for health care operations purposes consistent with those enumerated in the first two paragraphs of the health care operations definition in HIPAA (45 CFR 164.501), or for purposes of health care fraud and abuse detection or compliance. Provider shall provide data as set forth in Policies or the provider manual(s), as applicable.

ARTICLE IV
INSURANCE

4.1 Blue Cross NC Insurance. Blue Cross NC shall self-insure or maintain insurance as required under applicable Regulatory Requirements to insure Blue Cross NC and its employees, acting within the scope of their duties.

4.2 Provider Insurance. Provider shall self-insure, including but not limited to professional liability insurance, or maintain insurance acceptable to Blue Cross NC as set forth in the provider manual(s), Participation Attachment(s), PCS, or as required under applicable Regulatory Requirements.

ARTICLE V
RELATIONSHIP OF THE PARTIES

5.1 Relationship of the Parties. For purposes of this Agreement, Blue Cross NC and Provider are and will act at all times as independent contractors. Nothing in this Agreement shall be construed, or be deemed to create, a relationship of employer or employee or principal and agent, partnership, joint venture, or any relationship other than that of independent entities contracting with each other for the purposes of effectuating this Agreement.

5.2 Provider Representations and Warranties. Provider represents and warrants that it has the corporate power and authority to execute and deliver this Agreement on its own behalf, and on behalf of any other individuals or entities that are owned, employed or subcontracted with or by Provider to provide services under this Agreement. Provider further certifies that individuals or entities that are owned, employed or subcontracted with Provider agree to comply with the terms and conditions of this Agreement.

ARTICLE VI

INDEMNIFICATION AND LIMITATION OF LIABILITY

6.1 Indemnification. Blue Cross NC and Provider shall each indemnify, defend and hold harmless the other party, and his/her/its directors, officers, employees, agents, Affiliates and subsidiaries ("Representatives"), from and against any and all losses, claims, damages, liabilities, costs and expenses (including without limitation, reasonable attorneys' fees and costs) arising from third party claims resulting from the indemnifying party's or his/her/its Representative's failure to perform the indemnifying party's obligations under this Agreement, and/or the indemnifying party's or his/her/its Representative's violation of any law, statute, ordinance, order, standard of care, rule or regulation. The obligation to provide indemnification under this Agreement shall be contingent upon the party seeking indemnification providing the indemnifying party with prompt written notice of any claim for which indemnification is sought, allowing the indemnifying party to control the defense and settlement of such claim, provided however that the indemnifying party agrees not to enter into any settlement or compromise of any claim or action in a manner that admits fault or imposes any restrictions or obligations on an indemnified party without that indemnified party's prior written consent which will not be unreasonably withheld, and cooperating fully with the indemnifying party in connection with such defense and settlement.

6.2 Limitation of Liability. Regardless of whether there is a total and fundamental breach of this Agreement or whether any remedy provided in this Agreement fails of its essential purpose, in no event shall either of the parties hereto be liable for any amounts representing loss of revenues, loss of profits, loss of business, the multiple portion of any multiplied damage award, or incidental, indirect, consequential, special or punitive damages, whether arising in contract, tort (including negligence), or otherwise regardless of whether the parties have been advised of the possibility of such damages, arising in any way out of or relating to this Agreement. Further, in no event shall Blue Cross NC be liable to Provider for any extracontractual damages relating to any claim or cause of action assigned to Provider by any person or entity.

ARTICLE VII
DISPUTE RESOLUTION AND ARBITRATION

7.1 Dispute Resolution. All disputes between Blue Cross NC and Provider arising out of or related in any manner to this Agreement shall be resolved using the dispute resolution and arbitration procedures as set forth below. Provider shall exhaust any other applicable provider appeal/provider dispute resolution procedures under this Agreement and any applicable exhaustion requirements imposed by Regulatory Requirements as a condition precedent to Provider's right to pursue the dispute resolution and arbitration procedures as set forth below.

7.1.1 In order to invoke the dispute resolution procedures in this Agreement, a party first shall send to the other party a written demand letter that contains a detailed description of the dispute and all relevant underlying facts, a detailed description of the amount(s) in dispute and how they have been calculated and any other information that the Blue Cross NC provider manual(s) may require Provider to submit with respect to such dispute. If the total amount in dispute as set forth in the demand letter is less than two hundred thousand dollars ($200,000), exclusive of interest, costs, and attorneys' fees, then within twenty (20) days following the date on which the receiving party receives the demand letter, representatives of each party's choosing shall meet to discuss the dispute in person or telephonically in an effort to resolve the dispute. If the total amount in dispute as set forth in the demand letter is two hundred thousand dollars ($200,000) or more, exclusive of interest, costs, and attorneys' fees, then within ninety (90) days following the date of the demand letter, the parties shall engage in non-binding mediation in an effort to resolve the dispute unless both parties agree in writing to waive the mediation requirement. The parties shall mutually agree upon a mediator, and failing to do so, Judicial Arbitration and Mediation Services ("JAMS") shall be authorized to appoint a mediator.

7.2 Arbitration. Any dispute within the scope of subsection 7.1.1 that remains unresolved at the conclusion of the applicable process outlined in subsection 7.1.1 shall be resolved by binding arbitration in the manner as set forth below. Except to the extent as set forth below, the arbitration shall be conducted pursuant to the JAMS Comprehensive Arbitration Rules and Procedures, provided, however, that the parties may agree in writing to further modify the JAMS Comprehensive Arbitration Rules and Procedures. The parties agree to be bound by the findings of the arbitrator(s) with respect to such dispute, subject to the right of the parties to appeal such findings as set forth herein. No arbitration demand shall be filed until after the parties have completed the dispute resolution efforts described in section 7.1 above. If the dispute resolution efforts described in section 7.1 cannot be completed within the deadlines specified for such efforts despite the parties' good faith efforts to meet such deadlines, such deadlines may be extended as necessary upon mutual agreement of the parties. Enforcement of this arbitration clause, including the waiver of class actions, shall be determined under the Federal Arbitration Act ("FAA"), including the FAA's preemptive effect on state law. The parties agree that

the arbitration shall be conducted on a confidential basis pursuant to Rule 26 of the JAMS Comprehensive Arbitration Rules and Procedures. Subject to any disclosures that may be required or requested under Regulatory Requirements, the parties further agree that they shall maintain the confidential nature of the arbitration, including without limitation, the existence of the arbitration, information exchanged during the arbitration, and the award of the arbitrator(s). Nothing in this provision, however, shall preclude either party from disclosing any such details regarding the arbitration to its accountants, auditors, brokers, insurers, reinsurers or retrocessionaires.

7.2.1 Location of Arbitration. The arbitration hearing shall be held in North Carolina. Notwithstanding the foregoing, both parties can agree in writing to hold the arbitration hearing in some other location.

7.2.2 Selection and Replacement of Arbitrator(s). If the total amount in dispute is less than four million dollars ($4,000,000), exclusive of interest, costs, and attorneys' fees, the dispute shall be decided by a single arbitrator selected, and replaced when required, in the manner described in the JAMS Comprehensive Arbitration Rules and Procedures. If the total amount in dispute is four million dollars ($4,000,000) or more, exclusive of interest, costs, and attorneys' fees, the dispute shall be decided by an arbitration panel consisting of three (3) arbitrators, unless the parties agree in writing that the dispute shall be decided by a single arbitrator.

7.2.3 Appeal. If the total amount of the arbitration award is five million dollars ($5,000,000) or more, inclusive of interest, costs, and attorneys' fees, or if the arbitrator(s) issues an injunction against a party, the parties shall have the right to appeal the decision of the arbitrator(s) pursuant to the JAMS Optional Arbitration Appeal Procedure. A decision that has been appealed shall not be enforceable while the appeal is pending. In reviewing a decision of the arbitrator(s), the appeal panel shall apply the same standard of review that a United States Court of Appeals would apply in reviewing a similar decision issued by a United States District Court in the jurisdiction in which the arbitration hearing was held.

7.2.4 Waiver of Certain Claims. The parties, on behalf of themselves and those that they may now or hereafter represent, each agree to and do hereby waive any right to join or consolidate claims in arbitration by or against other individuals or entities or to pursue, on a class basis, any dispute; provided however, if there is a dispute regarding the applicability or enforcement of the waiver provision in this subsection 7.2.4, that dispute shall be decided by a court of competent jurisdiction. If a court of competent jurisdiction determines that such waiver is unenforceable for any reason with respect to a particular dispute, then the parties agree that section 7.2 shall not apply to such dispute and that such dispute shall be decided instead in a court of competent jurisdiction.

7.2.5 Limitations on Injunctive Relief. The parties, on behalf of themselves and those that they may now or hereafter represent, each agree that any injunctive relief sought against the other party shall be limited to the conduct relevant to the parties to the arbitration and shall not be sought for the benefit of individuals or entities who are not parties to the arbitration. The arbitrator(s) are not authorized to issue injunctive relief for the benefit of an individual or entity who is not a party to the arbitration. The arbitrator shall be limited to issuing injunctive relief related to the specific issues in the arbitration.

7.3 Attorney's Fees and Costs. The shared fees and costs of the non-binding mediation and arbitration (e.g. fee of the mediator, fee of the independent arbitrator) will be shared equally between the parties. Each party shall be responsible for the payment of its own specific fees and costs (e.g. the party's own attorney's fees, the fees of the party selected arbitrator, etc.) and any costs associated with conducting the non-binding mediation or arbitration that the party chooses to incur (e.g. expert witness fees, depositions, etc.). Notwithstanding this provision, the arbitrator may issue an order in accordance with Federal Rule of Civil Procedure Rule 11.

7.4 Period of Limitations. Unless otherwise provided for in this Agreement or a Participation Attachment(s), neither party shall commence any action at law or equity, including but not limited to, an arbitration demand, against the other to recover on any legal or equitable claim arising out of this Agreement ("Action") more than two (2) years after the events which gave rise to such Action; provided, however, this two (2) year limitation shall not apply to Actions by Blue Cross NC against Provider related to fraud, waste or abuse which shall be subject to the period of limitations set forth in applicable Regulatory Requirements. In the situation where Provider believes that Blue Cross NC underpaid a Claim, the Action arises on the date when Blue Cross NC first denies the Claim or first pays the Claim in an amount less than expected by Provider. In the situation where Blue Cross NC believes that it overpaid a Claim, the Action arises when Provider first contests in writing Blue Cross NC's notice to it that the overpayment was made. The deadline for initiating an Action shall not be tolled by

the appeal process, provider dispute resolution process or any other administrative process. To the extent an Action is timely commenced, it will be administered in accordance with Article VII of this Agreement.

ARTICLE VIII
TERM AND TERMINATION

8.1 Term of Agreement. The initial term of this Agreement shall commence at 12:01 AM on the Effective Date for a term of one (1) year ("Initial Term"), and shall continue automatically in effect thereafter for a consecutive four (4) year term unless otherwise terminated as provided herein. Pursuant to Section 9.1.3, the term may be further extended upon sixty (60) days prior written notice to Provider.

8.2 Termination Without Cause. After the Initial Term, either party may terminate this Agreement without cause at any time by giving at least one hundred eighty (180) days prior written notice of termination to the other party. Notwithstanding the foregoing, should a Participation Attachment(s) contain a longer without cause termination period, the Agreement shall continue in effect only for such applicable Participation Attachment(s) until the termination without cause notice period in the applicable Participation Attachment(s) ends.

8.3 Breach of Agreement. Except for circumstances giving rise to the Immediate Termination section, if either party fails to comply with or perform when due any material term or condition of this Agreement, the other party shall notify the breaching party of its breach in writing stating the specific nature of the material breach, and the breaching party shall have thirty (30) days to cure the breach. If the breach is not cured to the reasonable satisfaction of the non-breaching party within said thirty (30) day period, the non-breaching party may terminate this Agreement by providing written notice of such termination to the other party. The effective date of such termination shall be no sooner than sixty (60) days after such notice of termination.

8.4 Immediate Termination.

8.4.1 This Agreement or any Participation Attachment(s) may be terminated immediately by Blue Cross NC if:

8.4.1.1 Provider commits any act or conduct for which his/her/its license(s), permit(s), or any governmental or board authorization(s) or approval(s) necessary for business operations or to provide Health Services are lost or voluntarily surrendered in whole or in part; or

8.4.1.2 Provider commits fraud or makes any material misstatements or omissions on any documents related to this Agreement which Provider submits to Blue Cross NC or to a third party or upon a confirmed finding of fraud, waste, or abuse by State Agency or the North Carolina Department of Justice Medicaid Investigations Division; or

8.4.1.3 Provider files a petition in bankruptcy for liquidation or reorganization by or against Provider, if Provider becomes insolvent, or makes an assignment for the benefit of its creditors without Blue Cross NC's written consent, or if a receiver is appointed for Provider or its property; or

8.4.1.4 Provider's insurance coverage as required by this Agreement lapses for any reason; or

8.4.1.5 Provider fails to maintain compliance with Blue Cross NC's applicable credentialing requirements, accreditation requirements or standards of participation; or

8.4.1.6 Blue Cross NC reasonably believes based on Provider's conduct or inaction, or allegations of such conduct or inaction, that the well-being of patients may be jeopardized; or

8.4.1.7 Provider has been abusive to a Member, an Blue Cross NC employee or representative; or

8.4.1.8 Provider and/or his/her/its employees, contractors, subcontractors, or agents are ineligible, excluded, suspended, terminated or debarred from participating in a Government Program, and in the case of an employee, contractor, subcontractor or agent, Provider fails to remove such individual from responsibility for, or involvement with, the Provider's business operations related to this Agreement, or if Provider has voluntarily

withdrawn his/her/its participation in any Government Program as the result of a settlement agreement; or

8.4.1.9 Provider is convicted or has been finally adjudicated to have committed a felony or misdemeanor, other than a non-DUI related traffic violation; or

8.4.1.10 A Government Contract between the applicable State Agency and Blue Cross NC terminates or expires or ends for any reason or is modified to eliminate a Medicaid Program.

8.4.2 This Agreement may be terminated immediately by Provider if:

8.4.2.1 Blue Cross NC commits any act or conduct for which its license(s), permit(s), or any governmental or board authorization(s) or approval(s) necessary for business operations are lost or voluntarily surrendered in whole or in part; or

8.4.2.2 Blue Cross NC commits fraud or makes any material misstatements or omissions on any documents related to this Agreement which it submits to Provider or to a third party; or

8.4.2.3 Blue Cross NC files for bankruptcy, or if a receiver is appointed; or

8.4.2.4 Blue Cross NC's insolvency.

8.5 Partial Termination of Participating Providers. Blue Cross NC shall be entitled to terminate this Agreement as it applies to one or a number of Participating Providers under the terms of this Article VIII, without terminating the Agreement in its entirety, and in such case, the Agreement shall continue in full force and effect in connection with Provider and/or any and all Participating Providers as to which the Agreement has not been terminated. Notwithstanding the foregoing, Blue Cross NC reserves the right to terminate Participating Provider(s) from any or all Network(s) under the terms of this Article VIII while continuing the Agreement for the remaining Participating Provider(s).

8.6 Transactions Prior to Termination. Except as otherwise set forth in this Agreement, termination shall have no effect on the rights and obligations of the parties arising out of any transaction under this Agreement occurring prior to the date of such termination.

8.7 Continuation of Care Upon Termination. If this Agreement or any Participation Attachment terminates for any reasons other than one of the grounds set forth in Section 8.4 above, then Provider shall, at Blue Cross NC's discretion, continue to provide Covered Services to all designated Members under this Agreement or any terminating Participation Attachment, as applicable, in accordance with Regulatory Requirements. Notwithstanding the foregoing, if the Agreement terminates as a result of Blue Cross NC's insolvency and if Blue Cross NC provides or arranges for the delivery of health care services on a prepaid basis, inpatient care shall be continued until the patient is ready for discharge. During such continuation period, Provider agrees to: (i) accept reimbursement from Blue Cross NC for all Covered Services furnished hereunder in accordance with this Agreement and at the rates set forth in the PCS attached hereto; and (ii) adhere to Blue Cross NC's Policies, including but not limited to, Policies regarding quality assurance requirements, referrals, pre-authorization and treatment planning.

8.7.1 Transfer of Duties and Records. Provider agrees that upon termination of this Agreement or Blue Cross NC's insolvency, Provider will cooperate in the orderly transfer of administrative duties and medical records to the Member's new provider after obtaining the Member's authorization, and will be responsible for the cost of transferring medical records or copies thereof.

8.8 Survival. The provisions of this Agreement set forth below shall survive termination or expiration of this Agreement or any Participation Attachment(s):

8.8.1 Publication and Use of Provider Information;

8.8.2 Payment in Full and Hold Harmless;

8.8.3 Recoupment/Offset/Adjustment for Overpayments;

8.8.4 Confidentiality/Records;

8.8.5 Indemnification and Limitation of Liability;

8.8.6 Dispute Resolution and Arbitration;

8.8.7 Continuation of Care Upon Termination; and

8.8.8 Transfer of Duties and Records; and

8.8.9 Any other provisions required to comply with Regulatory Requirements.

ARTICLE IX
GENERAL PROVISIONS

9.1 Amendment. This Agreement may be amended by written mutual agreement of the parties, or as follows:

9.1.1 Changes in Law. In the event that Blue Cross NC determines that Regulatory Requirements or an applicable accrediting organization requires amendments to this Agreement, Blue Cross NC will make good faith efforts to provide sixty (60) days' prior written notice of such amendments. Provider acknowledges and agrees that such amendments may include, but are not limited to, modifications to the Agreement mandated by State Agency (as hereinafter defined) pursuant to its approval and review of the Agreement template. Such modifications may occur at any time during the course of the Agreement. Except as otherwise required by Regulatory Requirements or an applicable accrediting organization, this Agreement will be automatically amended to include the amendments set forth in the written notice from Blue Cross NC no earlier than sixty (60) days following delivery of such amendment.

9.1.2 Changes to Fee Schedules. Pursuant to N.C.G.S. §§ 58-50-270 through 58-50-285 or successor thereto, Blue Cross NC will provide at least sixty (60) days' prior written notice of a proposed change to the terms of the Agreement, including terms incorporated by reference, that modifies Provider's fee schedule(s) and that is not a change required by Regulatory Requirements, administrative hearing, or court order ("Proposed Change" or "Proposed Change to a Fee Schedule"). The Proposed Change shall be dated, labeled "Amendment," signed by Blue Cross NC, and include an effective date for the Proposed Change. The effective date shall be at least sixty (60) days from the date of receipt of the Proposed Change, or greater if otherwise required by the Agreement. If Provider does not notify Blue Cross NC within sixty (60) days from the date of the receipt of a Proposed Change, such Proposed Change shall be effective upon the effective date specified in the Proposed Change unless Blue Cross NC notifies Provider that Blue Cross NC will not implement the Proposed Change. If Provider objects to the Proposed Change, then the Proposed Change is not effective and, notwithstanding any other provisions of the Agreement, Blue Cross NC shall be entitled to terminate this Agreement upon sixty (60) days' prior written notice. Notwithstanding the foregoing, the parties may negotiate terms providing for mutual consent to a Proposed Change, a process for reaching mutual consent, or alternative addresses for providing notice as described in Section 9.11.

9.1.3 All Other Terms. Except as otherwise provided in this Section 9.1 or elsewhere in this Agreement, Blue Cross NC may amend any terms of this Agreement by providing no fewer than sixty (60) days' prior written notice to Provider.

9.2 Assignment. This Agreement may not be assigned by Provider without the prior written consent of Blue Cross NC. Any assignment by Provider without such prior consent shall be voidable at the sole discretion of Blue Cross NC. Blue Cross NC may assign this Agreement in whole or in part; provided, however, that to the extent required under applicable Regulatory Requirements, Blue Cross NC shall notify Provider, in writing, of any duties or obligations that are to be delegated or transferred, before the delegation or transfer. In the event of a partial assignment of this Agreement by Blue Cross NC, the obligations of the Provider shall be performed for Blue Cross NC with respect to the part retained and shall be performed for Blue Cross NC's assignee with respect to the part assigned, and such assignee is solely responsible to perform all obligations of Blue Cross NC with respect to the part assigned. The rights and obligations of the parties hereunder shall inure to the benefit of, and shall be binding upon, any permitted successors and assigns of the parties hereto.

9.3 Scope/Change in Status.

9.3.1 Blue Cross NC and Provider agree that this Agreement applies to Health Services rendered at the Provider's location(s) on file with Blue Cross NC. Blue Cross NC may, in its discretion, limit this Agreement to Provider's locations, operations, business or corporate form, status or structure in existence on the Effective Date of this Agreement and prior to the occurrence of any of the events set forth in subsections 9.3.1.1 – 9.3.1.5. Unless otherwise required by Regulatory Requirements, Provider shall provide at least ninety (90) days prior written notice of any such event.

9.3.1.1 Provider (a) sells, transfers or conveys his/her/its business or any substantial portion of his/her/its business assets to another entity through any manner including but not limited to a stock, real estate or asset transaction or other type of transfer; (b) is otherwise acquired or controlled by any other entity through any manner, including but not limited to purchase, merger, consolidation, alliance, joint venture, partnership, association, or expansion; or

9.3.1.2 Provider transfers control of his/her/its management or operations to any third party, including Provider entering into a management contract with a physician practice management company or with another entity which does not manage Provider as of the Effective Date of this Agreement, or there is a subsequent change in control of Provider's current management company; or

9.3.1.3 Provider acquires or controls any other medical practice, facility, service, beds or entity; or

9.3.1.4 Provider changes his/her/its locations, business or operations, corporate form or status, tax identification number, or similar demographic information; or

9.3.1.5 This provision intentionally left blank.

9.3.2 Notwithstanding the termination provisions of Article VIII, and without limiting any of Blue Cross NC's rights as set forth elsewhere in this Agreement, Blue Cross NC shall have the right to terminate this Agreement by giving at least sixty (60) days written notice to Provider if Blue Cross NC determines, that as a result of any of the transactions listed in subsection 9.3.1, Provider cannot satisfactorily perform the obligations hereunder, or cannot comply with one or more of the terms and conditions of this Agreement, including but not limited to the confidentiality provisions herein; or Blue Cross NC elects in its reasonable business discretion not to do business with Provider, the successor entity or new management company, as a result of one or more of the events as set forth in subsection 9.3.1.

9.3.3 Provider shall provide Blue Cross NC with thirty (30) days prior written notice of:

9.3.3.1 Addition or removal of individual provider(s) who are employed or subcontracted with Provider, if applicable. Any new individual providers must meet Blue Cross NC's credentialing requirements or other applicable standards of participation prior to being designated as a Participating Provider; or

9.3.3.2 A change in mailing address.

9.3.4 If Provider is acquired by, acquires or merges with another entity, and such entity already has an agreement with Blue Cross NC, Blue Cross NC will determine in its sole discretion which Agreement will prevail.

9.4 Definitions. Unless otherwise specifically noted, the definitions as set forth in Article I of this Agreement will have the same meaning when used in any attachment, the provider manual(s) and Policies.

9.5 Entire Agreement. This Agreement, exhibits, attachments, appendices, and amendments hereto, and the provider manual(s), together with any items incorporated herein by reference, constitute the entire understanding between the parties and supersedes all prior oral or written agreements between them with respect to the matters provided for herein. If there is an inconsistency between any of the provisions of this Agreement and Policies, then this Agreement shall govern. In addition, if there is an inconsistency between the terms of this Agreement and the terms provided in any attachment to this Agreement, then the terms provided in that attachment shall govern.

9.6 Force Majeure. Neither party shall be deemed to be in violation of this Agreement if such party is prevented from performing any of his/her/its obligations hereunder for any reason beyond his/her/its reasonable control, including without limitation, acts of God, natural or man-made disasters, acts of any public enemy, statutory or other laws, regulations, rules, orders, or actions of the federal, state, or local government or any agency thereof.

9.7 Compliance with Regulatory Requirements. Blue Cross NC and Provider agree to comply with all applicable Regulatory Requirements, as amended from time to time, relating to their obligations under this Agreement, and maintain in effect all permits, licenses and governmental and board authorizations and approvals as necessary for business operations. Provider warrants that as of the Effective Date, he/she/it is and shall remain licensed and certified for the term of this Agreement in accordance with all Regulatory Requirements (including those applicable to utilization review and Claims payment) relating to the provision of Health Services to Members. Provider shall supply evidence of such licensure, compliance and certifications to Blue Cross NC upon request. If there is a conflict between this section and any other provision in this Agreement, then this section shall control.

9.7.1 In addition to the foregoing, Provider warrants and represents that at the time of entering into this Agreement, neither he/she/it nor any of his/her/its employees, contractors, subcontractors, principals or agents are ineligible, excluded, suspended, terminated or debarred from participating in a Government Program ("Ineligible Person"). Provider shall remain continuously responsible for ensuring that his/her/its employees, contractors, subcontractors, principals or agents are not Ineligible Persons. If Provider or any employees, subcontractors, principals or agents thereof becomes an Ineligible Person after entering into this Agreement or otherwise fails to disclose his/her/its Ineligible Person status, Provider shall have an obligation to (1) immediately notify Blue Cross NC of such Ineligible Person status and (2) within ten (10) days of such notice, remove such individual from responsibility for, or involvement with, Provider's business operations related to this Agreement.

9.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of North Carolina, unless such state laws are otherwise preempted by federal law. However, coverage issues specific to a Health Benefit Plan are governed by the state laws where the Health Benefit Plan is issued, unless such state laws are otherwise preempted by federal law.

9.9 Intent of the Parties. It is the intent of the parties that this Agreement is to be effective only in regards to their rights and obligations with respect to each other; it is expressly not the intent of the parties to create any independent rights in any third party or to make any third party a third party beneficiary of this Agreement, except to the extent specified in the Payment in Full and Hold Harmless section of this Agreement, or in a Participation Attachment(s).

9.10 Non-Exclusive Participation. None of the provisions of this Agreement shall prevent Provider or Blue Cross NC from participating in or contracting with any provider, preferred provider organization, health maintenance organization/health insuring corporation, or any other health delivery or insurance program. Provider acknowledges that Blue Cross NC does not warrant or guarantee that Provider will be utilized by any particular number of Members.

9.11 Notice. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be delivered by hand, facsimile, electronic mail (except for the notice required under Section 9.1.2), or mail. Notice shall be deemed to be effective: (a) when delivered by hand, (b) upon transmittal when transmitted by facsimile transmission or by electronic mail, (c) by registered or certified mail, postage prepaid, on the date on the return receipt (d) on the next business day if transmitted by national overnight courier, or (e) if sent by regular mail, first class postage prepaid, five (5) days from the date the notice is placed. Unless specified otherwise in writing by a party, Blue Cross NC shall send Provider notice to the contact set forth on the signature page to this Agreement; provided, however, that should Provider provide alternative or additional contact information to Blue Cross NC as part of the credentialing process, notice provided to such address(es) shall be considered valid under this Agreement until such time that Provider notifies Blue Cross NC in writing that such address(es) are no longer valid and provides replacement contact information. Provider shall send Blue Cross NC notice to Blue Cross NC's address as set forth in the provider manual(s). Notwithstanding the foregoing, and unless otherwise prohibited by Regulatory Requirements, Blue Cross NC may post updates to its provider manual and Policies on its web site and unilateral amendments extending the term of the Agreement pursuant to Section 8.1.

9.12 Severability. In case any one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect, the remaining provisions shall be construed liberally in order to effectuate the purposes hereof, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. If one or more provisions of the Agreement are invalid, illegal or unenforceable and an amendment to the Agreement is necessary to maintain its integrity, the parties shall make commercially reasonable efforts to negotiate an amendment to this Agreement and any attachments or addenda to this Agreement which could reasonably be construed not to contravene such statute, regulation, or interpretation. In addition, if such invalid, unenforceable or materially affected provision(s) may be severed from this Agreement and/or attachments or addenda to this Agreement without materially affecting the parties' intent when this Agreement was executed, then such provision(s) shall be severed rather than terminating the Agreement or any attachments or addenda to this Agreement.

9.13 Waiver. Neither the waiver by either of the parties of a breach of any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasion, to enforce any of the provisions of this Agreement, shall thereafter be construed as a waiver of any subsequent breach of any of the provisions of this Agreement.

9.14 Construction. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

9.15 Counterparts and Electronic Signatures.

9.15.1 This Agreement and any amendment hereto may be executed in two (2) or more counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9.15.2 Either party may execute this Agreement or any amendments by valid electronic signature, and such signature shall have the same legal effect of a signed original.

Each party warrants that it has full power and authority to enter into this Agreement and the person signing this Agreement on behalf of either party warrants that he/she has been duly authorized and empowered to enter into this Agreement.

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

Provider shall be designated as a Participating Provider in the Networks set forth on the Provider Network Attachment on the later of: (1) the Effective Date of this Agreement or; (2) as determined by Blue Cross NC in its sole discretion, the date Provider has met applicable credentialing requirements, standards of participation and accreditation requirements.

PROVIDER LEGAL NAME ACCORDING TO W-9 FORM WITH D/B/A: County of Rowan dba Rowan County Ambulance Service

By: Signature, Authorized Representative of Provider(s) — Date

Printed: Name — Title

Address: 130 West Innes Street (Street) — Salisbury (City) NC (State) 28144-4341 (Zip)

Tax Identification Number (TIN): 56-6000336

(Note: if any of the following is not applicable, please leave blank)

Phone Number: 704-216-8600

Blue Cross Blue Shield of North Carolina

BLUE CROSS NC INTERNAL USE ONLY

By: Signature, Authorized Representative of Blue Cross NC — Date

Printed: Mark Werner (Name) — Vice President, Provider Network and Transformation (Title)

PROVIDER NETWORKS ATTACHMENT

Provider shall be designated as a Participating Provider in the following Networks on the later of: 1) the Effective Date of this Agreement or; 2) as determined by Blue Cross NC in its sole discretion, the date Provider has met applicable credentialing requirements, standards of participation and accreditation requirements:

Health Benefit Plans:

Health Benefit Plans issued pursuant to an agreement between Blue Cross NC and Agency in which Members have access to a network of providers and receive an enhanced level of benefits when they obtain Covered Services from Participating Providers regardless of product licensure status. Provider participates in one or more of the following Networks which support such Health Benefit Plans:

- Medicaid

MEDICAID
PARTICIPATION ATTACHMENT TO THE
BLUE CROSS NC
MEDICAID PROVIDER AGREEMENT

This is a Medicaid Participation Attachment ("Attachment") to the Blue Cross NC Medicaid Provider Agreement ("Agreement"), entered into by and between Blue Cross NC and Provider and is incorporated into the Agreement.

ARTICLE I
DEFINITIONS

The following definitions shall apply to this Attachment. Terms not otherwise defined in this Attachment shall carry the meaning set forth in the Agreement.

"Clean Claim" means, unless otherwise prohibited by applicable state Regulatory Requirements, an accurate and timely filed Claim submitted pursuant to this Attachment, that has no defect or impropriety, for which all information necessary to process such Claim and make a benefit determination is included. This includes but is not limited to, the claim being submitted in a nationally accepted format in compliance with standard coding guidelines, and which does not require adjustment, or alteration by Provider of the services in order to be processed and paid.

"Medicaid Program(s)" means, for purposes of this Attachment, a medical assistance program provided under a Health Benefit Plan approved under Title XVI, Title XIX and/or Title XXI of the Social Security Act or any other federal or state funded program or product as designated by Blue Cross NC.

"Medicaid Covered Services" means, for purposes of this Attachment, only those Covered Services provided under Blue Cross NC's Medicaid Program(s).

"Medicaid Member" means, for purposes of this Attachment, a Member who is enrolled in Blue Cross NC's Medicaid Program(s).

"Medically Necessary/Medical Necessity" Medical necessity is determined by generally accepted North Carolina community practice standards as verified by independent Medicaid consultants. As required by 10A NCAC 25A.0201, a medically necessary service may not be experimental in nature.

"State Agency" means the North Carolina Department of Health and Human Services.

ARTICLE II
SERVICES/OBLIGATIONS

2.1 Participation-Medicaid Network. As a participant in Blue Cross NC's Medicaid Network, Provider will render Medicaid Covered Services to Medicaid Members in accordance with the terms and conditions of the Agreement and this Attachment. Such Medicaid Covered Services provided shall be within the scope of Provider's licensure, expertise, and usual and customary range of services pursuant to the terms and conditions of the Agreement and this Attachment, and Provider shall be responsible to Blue Cross NC for his/her/its performance hereunder. Except as set forth in this Attachment or the Plan Compensation Schedule ("PCS"), all terms and conditions of the Agreement will apply to Provider's participation in Blue Cross NC's Medicaid Network. The terms and conditions set forth in this Attachment are limited to the provision of and payment for Health Services provided to Medicaid Members.

2.2 Provider's Duties and Obligations to Medicaid Members. All of Provider's duties and obligations to Members set forth in the Agreement shall also apply to Medicaid Members unless otherwise specifically set forth in this Attachment. Provider shall not discriminate in the acceptance of Medicaid Members for treatment, and shall provide to Medicaid Members the same access to services, including but not limited to, hours of operation, as Provider gives to all other patients. Provider shall furnish Blue Cross NC with at least ninety (90) days prior written notice if Provider plans to close its practice to new patients or ceases to continue in Provider's current practice.

2.2.1 To the extent mandated by Regulatory Requirements, Provider shall ensure that Medicaid Members have access to twenty-four (24) hour-per-day, seven (7) day-per-week urgent and Emergency Services, as defined in the PCS.

2.2.2 Unless otherwise prohibited under Regulatory Requirements, a PCP, as defined in the PCS, shall provide Covered Services or make arrangements for the provision of Covered Services to Medicaid Members on a twenty-four (24) hour-per-day, seven (7) day-per-week basis to assure availability, adequacy, and continuity of care to Medicaid Members. If Provider is unable to provide Covered Services, Provider shall arrange for another Participating Provider to cover Provider's patients in accordance with Blue Cross NC's Policies, which may include, but is not limited to, arranging for call coverage or other backup. Provider and any PCPs employed by or under contract with Provider may arrange for Covered Services to Medicaid Members to be performed by a Specialist Physician only in accordance with Blue Cross NC's Policies.

2.2.3 If Provider is furnishing Specialist Physician services under this Attachment, Provider and the Specialist Physician(s) employed by or under contract with Provider, shall accept as patients all Medicaid Members and may arrange for Covered Services to Medicaid Members to be performed by Specialist Physician only in accordance with Blue Cross NC's Policies.

2.2.4 Provider must cooperate with Medicaid Member appeals and grievance procedures.

2.2.5 If Provider is a PCP, Provider shall perform EPSDT screenings for Medicaid Members less than twenty-one (21) years of age in accordance with the Government Contract.

2.3 Provider Responsibility. Blue Cross NC shall not be liable for, nor will it exercise control or direction over, the manner or method by which Provider provides Health Services to Medicaid Members. Provider shall be solely responsible for all medical advice and services provided by Provider to Medicaid Members. Provider acknowledges and agrees that Blue Cross NC may deny payment for services rendered to a Medicaid Member which it determines are not Medically Necessary, are not Medicaid Covered Services under the applicable Medicaid Program(s), or are not otherwise provided or billed in accordance with the Agreement and/or this Attachment. A denial of payment or any action taken by Blue Cross NC pursuant to a utilization review, referral, discharge planning program or claims adjudication shall not be construed as a waiver of Provider's obligation to provide appropriate Health Services to a Medicaid Member under applicable Regulatory Requirements and any code of professional responsibility. However, this provision does not require Provider to provide Health Services if Provider objects to such service on moral or religious grounds.

2.4 Reporting Fraud and Abuse. Provider shall cooperate with Blue Cross NC's anti-fraud compliance program. If Provider identifies any actual or suspected fraud, abuse or misconduct in connection with the services rendered hereunder in violation of Regulatory Requirements, Provider shall promptly report such activity directly to the compliance officer of Blue Cross NC or through the compliance hotline in accordance with the provider manual(s). In addition, Provider is not limited in any respect in reporting other actual or suspected fraud, abuse, or misconduct to Blue Cross NC.

2.5 Blue Cross NC Marketing/Information Requirements. Provider agrees to abide by Blue Cross NC's marketing/information requirements. Provider shall forward to Blue Cross NC for prior approval all flyers, brochures, letters and pamphlets Provider intends to distribute to Medicaid Members concerning its payor affiliations, or changes in affiliation or relating directly to the Medicaid population. Provider will not distribute any marketing or recipient informing materials without the consent of Blue Cross NC or the applicable State Agency.

2.6 Schedule of Benefits and Determination of Medicaid Covered Services. Blue Cross NC shall make available upon Provider's request the applicable Health Benefit Plan for applicable Medicaid Program(s), and will notify Provider in a timely manner of any material amendments or modifications.

2.7 Medicaid Member Verification. Provider shall verify a Medicaid Member's eligibility for Medicaid Covered Services prior to rendering services, except in the case of an Emergency Medical Condition, as defined in the PCS, where such verification may not be possible. In the case of an Emergency Medical Condition, Provider shall verify a Medicaid Member's eligibility as soon as reasonably practical. Blue Cross NC shall provide a system for Providers to contact Blue Cross NC to verify a Medicaid Member's eligibility twenty-four (24) hours a day, seven (7) days per week. Nothing contained in this Attachment or the Agreement shall, or shall be construed to, require advance notice, coverage verification, or pre-authorization for Emergency Services, as defined in the PCS, provided in accordance with the federal Emergency Medical Treatment and Active Labor Act ("EMTALA") prior to Provider's rendering such Emergency Services.

2.8 Hospital Affiliation and Privileges. To the extent required under Blue Cross NC's credentialing requirements, Provider or any Participating Providers employed by or under contract or subcontract with Provider shall maintain privileges to practice at one (1) or more of Blue Cross NC's Participating Provider hospitals. In addition, in accordance with the Change in Provider Information Section of the Agreement, Provider shall immediately notify Blue Cross NC in the event any such hospital privileges are revoked, limited, surrendered, or suspended at any hospital or health care facility.

2.9 Participating Provider Requirements. If Provider is a group provider, Provider shall require that all Participating Providers employed by or under contract or subcontract with Provider comply with all terms and conditions of the Agreement and this Attachment. Notwithstanding the foregoing, and unless prohibited under Regulatory Requirements, Provider acknowledges and agrees that Blue Cross NC is not obligated to accept as Participating Providers all providers employed by or under contract or subcontract with Provider.

2.10 Coordinated and Managed Care. Provider shall participate in utilization management, care management, and provider sanctions programs designed to facilitate the coordination of services as referenced in the applicable provider manual(s). None of the foregoing programs shall be construed to override the professional or ethical responsibility of Provider or interfere with Provider's ability to provide information or assistance to Medicaid Members. In accordance with N.C.G.S. § 58-3-200(c), if Blue Cross NC or its authorized representative determines that services, supplies, or other items are covered under a Health Benefit Plan, including any determination under N.C.G.S §. 58-50-61, Blue Cross NC shall not subsequently retract its determination after such services, supplies, or other items have been provided, or reduce payments for a service, supply, or other item furnished in reliance on such a determination, unless the determination was based on a material misrepresentation about the Medicaid Member's health condition that was knowingly made by the insured or the provider of the service, supply, or other item.

2.10.1 Notice of Discharge from High Level Clinical Setting. Provider shall notify Blue Cross NC when a Medicaid Member in a high level clinical setting is discharged as listed in the provider manual.

2.11 Representations and Warranties. Provider represents and warrants that all information provided to Blue Cross NC is true and correct as of the date such information is furnished, and that Provider is unaware of any undisclosed facts or circumstances that would make such information inaccurate or misleading. Provider further represents and warrants that Provider: (i) is legally authorized to provide the services contemplated hereunder; (ii) is qualified to participate in all applicable Medicaid Program(s); (iii) is not in violation of any licensure or accreditation requirement applicable to Provider under Regulatory Requirements; (iv) has not been convicted of bribery or attempted bribery of any official or employee of the jurisdiction in which Provider operates, nor made an admission of guilt of such conduct which is a matter of record; (v) is capable of providing all data related to the services provided hereunder in a timely manner as reasonably required by Blue Cross NC to satisfy its internal requirements and Regulatory Requirements, including, without limitation, data required under the Health Employer Data and Information Set ("HEDIS") and National Committee for Quality Assurance ("NCQA") requirements; and (vi) is not, to Provider's best knowledge, the subject of an inquiry or investigation that could foreseeably result in Provider failing to comply with the representations set forth herein. In accordance with the Change in Provider Information Section of the Agreement, Provider shall immediately provide Blue Cross NC with written notice of any material changes to such information.

2.12 Credentialing: Compliance with Government Contract Requirements. In addition to the Provider Credentialing, Standards of Participation and Accreditation of this Agreement, and in accordance with 45 C.F.R. § 455.410, Provider must be enrolled in Medicaid Program(s) in which it offers Medicaid Covered Services. Failure to maintain enrollment in such Medicaid Program(s) may result in immediate termination of this Attachment as applied to such Medicaid Program(s). Provider shall complete re-enrollment/re-credentialing before contract renewal and in accordance with the following: (1) during the Provider Credentialing Transition Period, no less frequently than every five (5) years (as described in the Government Contract); (2) during Provider Credentialing under Full Implementation, no less frequently than every three (3) years (as described in the Government Contract), except as otherwise permitted by State Agency.

2.13 Obligation to Provide Data. Blue Cross NC shall provide data and information to Provider, such as: (1) performance feedback reports or information to Provider, if compensation is related to efficiency criteria, (2) information on benefit exclusions; administrative and utilization management requirements; credential verification programs; quality assessment programs; and provider sanction policies, and (3) notification of changes in these requirements, allowing Provider time to comply with such changes.

2.14 Provider Directory. Provider authorizes Blue Cross NC to include, and Blue Cross NC shall include, Provider's name in the provider directory distributed to Medicaid Members.

2.15 Interpreting and Translation Services. Provider must (1) provide qualified sign language interpreters if closed captioning is not the appropriate auxiliary aid for a Medicaid Member, (2) ensure that Provider's staff are trained to appropriately communicate with patients with various types of hearing loss, and (3) report to Blue Cross NC, in a format and frequency to be determined by Blue Cross NC, whether hearing loss accommodations are needed and provided and the type of accommodation provided.

2.16 Perinatal Care. If Provider provides perinatal Medicaid Covered Services, Provider will arrange for perinatal Medicaid Covered Services in a manner consistent with State Agency's Pregnancy Management Program (as defined and described in the Government Contract). Provider shall comply with State Agency's Pregnancy Management Program.

2.17 Advanced Medical Homes. If Provider is an Advanced Medical Home (as defined in the Government Contract), Provider will follow a care management model and requirements consistent with State Agency's Advanced Medical Home Program (as defined and described in the Government Contract). Provider agrees to comply with State Agency's Advanced Medical Home Program.

2.18 Local Health Departments. If Provider is a Local Health Department (as defined in the Government Contract) carrying out care management for high-risk pregnancy and for at-risk children, Provider will follow requirements consistent with State Agency's Care Management for High-Risk Pregnancy Policy and Care Management for At-Risk Children Policy (each policy as defined and described in Addenda, attached hereto). Provider agrees to comply with the Department's Care Management for High-Risk Pregnancy Policy and Care Management for At-Risk Children Policy.

ARTICLE III
COMPENSATION AND AUDIT

3.1 Submission and Adjudication of Medicaid Claims. Unless otherwise instructed, or prohibited by Regulatory Requirements, Provider shall submit Claims to Blue Cross NC, using appropriate and current Coded Service Identifier(s), within one hundred eighty (180) days from the date the Health Services are rendered, or, from the date the Medicaid Member is discharged, or Blue Cross NC may refuse payment. If Blue Cross NC is the secondary payor, the one hundred eighty (180) day period will not begin until Provider receives notification of primary payor's responsibility. Provider shall not submit Claims or Encounter Data (as defined in the PCS) for Medicaid Covered Services directly to State Agency to the extent Blue Cross NC covers such Medicaid Covered Services.

3.1.1 Provider agrees to submit Claims in a format consistent with industry standards and acceptable to Blue Cross NC either (a) electronically through electronic data interchange ("EDI"), or (b) if electronic submission is not available, utilizing paper forms as defined by the National Uniform Claim Committee ("NUCC").

3.1.2 Provider agrees to provide to Blue Cross NC, unless otherwise instructed, at no cost to Blue Cross NC, or the Medicaid Member, all information necessary for Blue Cross NC to determine its payment liability. Such information includes, without limitation, accurate and Clean Claims for Covered Services. If Blue Cross NC asks for additional information so that Blue Cross NC may process the Claim, Provider must provide that information within sixty (60) days, or before the expiration of the one hundred eighty (180) day period referenced in Section 3.1 above, whichever is longer.

3.1.3 Once Blue Cross NC determines Blue Cross NC has any payment liability, all Clean Claims will be adjudicated in accordance with the terms and conditions of a Medicaid Member's Health Benefit Plan, the PCS, the provider manual(s), and the Regulatory Requirements applicable to Blue Cross NC's Medicaid Program(s).

3.2 This provision intentionally left blank.

3.3 Audit for Compliance with CMS Guidelines. Notwithstanding any other terms and conditions of the Agreement, this Attachment, or the PCS, Blue Cross NC has the same rights as CMS, to review and/or Audit and, to the extent necessary recover payments on any claim for Medicaid Covered Services rendered pursuant to this Attachment and the Agreement to ensure compliance with CMS Regulatory Requirements.

3.4 Medicaid Member Records. In accordance with 42 C.F.R. § 438.208(b)(5), Provider must (1) maintain confidentiality of Medicaid Member medical records and personal information and other health records as required by law; (2) maintain adequate medical and other health records according to industry and Blue Cross NC standards; and (3) make copies of such records available to Blue Cross NC and State Agency in conjunction with its regulation of Blue Cross NC. The records shall be made available and furnished immediately upon request in either paper or electronic form, at no cost to the requesting party.

3.5 Access to Fee Schedules. Blue Cross NC shall make available its schedule of fees associated with the top thirty (30) services or procedures most commonly billed by Provider's class of provider. Upon the request of Provider, Blue Cross NC shall also make available the full schedule of fees for services or procedures billed by Provider's class of provider or for each class of provider in the case of a contract incorporating multiple classes of providers. If Provider requests fees for more than thirty (30) services and procedures, Blue Cross NC may require Provider to specify the additional requested services and procedures and may limit Provider's access to the additional schedule of fees to those associated with services and procedures performed by or reasonably expected to be performed by Provider.

ARTICLE IV
COMPLIANCE WITH FEDERAL REGULATORY REQUIREMENTS

4.1 Federal Funds. Provider acknowledges that payments Provider receives from Blue Cross NC to provide Medicaid Covered Services to Medicaid Members are, in whole or part, from federal funds. Therefore, Provider and any of his/her/its subcontractors are subject to certain laws that are applicable to individuals and entities receiving federal funds, which may include but are not limited to, Title VI of the Civil Rights Act of 1964 as implemented by 45 CFR Part 84; the Age Discrimination Act of 1975 as implemented by 45 CFR Part 91; the Americans with Disabilities Act; the Rehabilitation Act of 1973, lobbying restrictions as implemented by 45 CFR Part 93 and 31 USC 1352, Title IX of the Educational Amendments of 1972, as amended (30 U.S.C. sections 1681, 1783, and 1685-1686) and any other regulations applicable to recipients of federal funds.

4.2 Surety Bond Requirement. If Provider provides home health services or durable medical equipment, Provider shall comply with all applicable provisions of Section 4724(b) of the Balanced Budget Act of 1997, including, without limitation, any applicable requirements related to the posting of a surety bond.

4.3 Laboratory Compliance. If Provider renders lab services in the office, it must maintain a valid Clinical Laboratory Improvement Amendments ("CLIA") certificate for all laboratory testing sites and comply with CLIA regulations at 42 CFR Part 493 for all laboratory testing sites performing Health Services pursuant to this Attachment.

ARTICLE V
COMPLIANCE WITH STATE REGULATORY REQUIREMENTS

5.1 Indemnification of State. In addition to the Indemnification provision of the Agreement, Provider shall indemnify and hold harmless the State, its agencies, officers, and employees from all claims and suits, including court costs, attorney's fees, and other expenses, brought because of injuries or damages received or sustained by any person, persons, or property that is caused by any act or omission of Provider.

5.2 Medicaid Hold Harmless. Provider agrees that Blue Cross NC's payment constitutes payment in full for any Medicaid Covered Services rendered to Medicaid Members. Provider agrees it shall not seek payment from the Medicaid Member, his/her representative or the State for any Health Services rendered pursuant to this Attachment, with the exception of Cost Shares, if any, or payment for non-Medicaid Covered Services otherwise requested by, and provided to, the Medicaid Member if the Medicaid Member agrees in writing to pay for the service prior to the service being rendered. The form of agreement must specifically state the admissions, services or procedures that are non-Medicaid Covered Services and the approximate amount of out of pocket expense to be incurred by the Medicaid Member. Provider agrees not to bill Medicaid Members for missed appointments while enrolled in the Medicaid Programs. This provision shall remain in effect even in the event Blue Cross NC becomes insolvent.

5.3 State Agency Government Contract. Provider shall comply with the terms applicable to providers set forth in the Government Contract, including incorporated documents, between Blue Cross NC and the applicable State Agency, which applicable terms are incorporated herein by reference. Blue Cross NC agrees to provide Provider with a description of the applicable terms upon request.

5.4 Performance Within the U.S. Provider agrees that all services to be performed herein shall be performed in the United States of America. Breach, or anticipated breach, of the foregoing shall be a material breach of this Attachment and, without limitation of remedies, shall be cause for immediate termination of the Agreement and this Attachment.

5.5 No Payment Outside the United States. Provider agrees that Blue Cross NC shall not provide any payments for items or services provided under the Agreement to any financial institution or entity located outside the United States of America.

5.6 Dispute Resolution. Any disputes arising out of this Attachment or the Agreement shall be handled consistent with the provider grievances and appeals guidelines set forth in the Government Contract and the provider manual. To the extent there is a conflict between the provider grievances and appeals guidelines set forth in the Government Contract and the dispute resolution procedures set forth in the provider manual, this Attachment or the Agreement, the provider grievances and appeals guidelines set forth in the Government Contract shall govern. Except as otherwise set forth in this section, all other terms and conditions related to dispute resolution provided in the Agreement remain in full force and effect.

5.7 Government Funds. Provider acknowledges that the funds used for payments under this Attachment are government funds.

5.8 Provider Preventable Conditions. Provider shall comply with 42 C.F.R. § 438.3. Provider agrees to comply with the reporting requirements set forth under federal law and the Government Contract as a condition of payment from Blue Cross NC. Provider shall not be entitled to payment for provider preventable conditions.

5.9 Required Government Contract Language: All Provider Types. In the event of a conflict between this section and other terms and conditions in this Agreement, this section shall prevail. Except as otherwise provided in this section, all other terms and conditions provided in this Agreement remain in full force and effect.

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

5.9.2 Hold Medicaid Member Harmless. Provider agrees to hold the Medicaid Member harmless for charges for any Medicaid Covered Service. Provider agrees not to bill a Medicaid Member for Medically Necessary Covered Services covered by Blue Cross NC so long as the Medicaid Member is eligible for coverage.

5.9.3 Liability. Provider understands and agrees that State Agency does not assume liability for the actions of, or judgments rendered against, Blue Cross NC, its employees, agents or subcontractors. Further, Provider understands and agrees that there is no right of subrogation, contribution, or indemnification against State Agency for any duty owed to Provider by Blue Cross NC or any judgment rendered against Blue Cross NC.

5.9.4 Non-Discrimination: Equitable Treatment of Medicaid Members. Provider agrees to render Covered Services to Medicaid Members with the same degree of care and skills as customarily provided to Provider's patients who are not Medicaid Members, according to generally accepted standards of medical practice. Provider and Blue Cross NC agree that Medicaid Members and non-Medicaid Members should be treated equitably. Provider agrees not to discriminate against Medicaid Members on the basis of race, color, national origin, age, sex, gender, or disability.

5.9.5 Department Authority Related to the Medicaid Program. Provider agrees and understands that in the State of North Carolina, State Agency is the single state Medicaid agency designated under 42 C.F.R. § 431.10 to administer or supervise the administration of the state plan for medical assistance. The Division of Health Benefits is designated with administration, provision, and payment for medical assistance under the Federal Medicaid (Title XIX) and the State Children's Health Insurance (Title

XXI) (CHIP) programs. The Division of Social Services (DSS) is designated with the administration and determination of eligibility for the two programs.

5.9.6 Access to Provider Records. Provider agrees to provide at no cost to the following entities or their designees, prompt, reasonable, and adequate access to Blue Cross NC and the Agreement and any records, books, documents, and papers that relate to the Blue Cross NC and the Agreement and/or Provider's performance of its responsibilities under this contract for purposes of examination, audit, investigation, contract administration, the making of copies, excerpts or transcripts, or any other purpose State Agency deems necessary for contract enforcement or to perform its regulatory functions: i. The United States Department of Health and Human Services or its designee; ii. The Comptroller General of the United States or its designee; iii. State Agency, its Medicaid managed care program personnel, or its designee iv. The Office of Inspector General v. North Carolina Department of Justice Medicaid Investigations Division vi. Any independent verification and validation contractor, audit firm, or quality assurance contractor acting on behalf of State Agency; vii. The North Carolina Office of State Auditor, or its designee viii. A state or federal law enforcement agency. ix. And any other state or federal entity identified by State Agency, or any other entity engaged by State Agency. Provider shall cooperate with all announced and unannounced site visits, audits, investigations, post-payment reviews, or other program integrity activities conducted by the NC Department of Health and Human Services. Nothing in this section shall be construed to limit the ability of the federal government, the Centers for Medicare and Medicaid Services, the U.S. Department of Health and Human Services Office of Inspector General, the U.S. Department of Justice, or any of the foregoing entities' contractors or agents, to enforce federal requirements for the submission of documentation in response to an audit or investigation.

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

5.9.8 N.C.G.S. § 58-3-225 Prompt Claim payments under Health Benefit Plans. Per Section 5.(6).g. of Session Law 2015-245, as amended by Section 6.(b) of Session Law 2018-49 pertaining to Chapter 58 protections, Provider shall submit all Claims to Blue Cross NC for processing and payments within one hundred-eighty (180) calendar days from the date of covered service or discharge (whichever is later). However, Provider's failure to submit a Claim within this time will not invalidate or reduce any Claim if it was not reasonably possible for Provider to submit the Claim within that time. In such case, the Claim should be submitted as soon as reasonably possible, and in no event, later than one (1) year from the time submittal of the Claim is otherwise required. i. For Medical Claims (including behavioral health): 1. Blue Cross NC shall within eighteen (18) calendar days of receiving a Medical Claim notify Provider whether the Claim is a Clean Claim, or pend the Claim and request from Provider all additional information needed to process the Claim. 2. Blue Cross NC shall pay or deny a medical Clean Claim at lesser of thirty (30) calendar days of receipt of the Claim or the first scheduled provider reimbursement cycle following adjudication. 3. A medical pended Claim shall be paid or denied within thirty (30) calendar days of receipt of the requested additional information. ii. For Pharmacy Claims: 1. Blue Cross NC shall within fourteen (14) calendar days of receiving a pharmacy Claim pay or deny a pharmacy Clean Claim or notify Provider that more information is needed to process the Claim. 2. A pharmacy pended Claim shall be paid or denied within fourteen (14) calendar days of receipt of the requested additional information. iii. If the requested additional information on a medical or pharmacy pended Claim is not submitted within ninety (90) days of the notice requesting the required additional information, Blue Cross NC shall deny the Claim per § 58-3-225 (d). 1. Blue Cross NC shall reprocess medical and pharmacy Claims in a timely and accurate manner as described in this provision (including interest and penalties if applicable). iv. If Blue Cross NC fails to pay a Clean Claim in full pursuant to this provision, Blue Cross NC shall pay Provider interest and penalty. Late Payments will bear interest at the annual rate of eighteen percent (18%) beginning on the date following the day on which the Claim should have been paid or was underpaid. v. Failure to pay a Clean Claim within thirty (30) days of receipt will result in Blue Cross NC paying Provider a penalty equal to one percent (1%) of the total amount of the Claim per day beginning on the date following the day on which the Claim should have been paid or was underpaid. vi. Blue

Cross NC shall pay the interest and penalty from subsections 58-3-225(e) and (f) as provided in that subsection, and shall not require Provider to request the interest or the penalty.

ARTICLE VI

6.1 This Article intentionally left blank.

ARTICLE VII
GENERAL PROVISIONS

7.1 Regulatory Amendment. Notwithstanding the Amendment provision in the Agreement, this Attachment shall be automatically modified to conform to required changes to Regulatory Requirements related to Medicaid Programs without the necessity of executing written amendments.

7.2 Inconsistencies. In the event of an inconsistency between terms and conditions of this Attachment and the terms and conditions as set forth in the Agreement, the terms and conditions of this Attachment shall govern. Except as set otherwise forth herein, all other terms and conditions of the Agreement remain in full force and effect.

7.3 Disclosure Requirements. In accordance with Regulatory Requirements, Provider agrees to disclose to Blue Cross NC complete ownership, control and relationship information ("Disclosures") in accordance with 42 CFR 455.100 through 455.106. Provider shall provide required Disclosures to Blue Cross NC at the time of initial contract, upon contract renewal, and/or upon request by Blue Cross NC. Provider further agrees to notify Blue Cross NC within fourteen (14) days of any changes to the Disclosures. Failure to provide Disclosures as required under Regulatory Requirements shall be deemed a material breach of this Attachment and the Agreement.

7.4 Survival of Attachment. Provider further agrees that: (1) the hold harmless and continuation of care sections shall survive the termination of this Attachment or disenrollment of the Medicaid Member; and (2) these provisions supersede any oral or written contrary agreement now existing or hereafter entered into between Provider and a Medicaid Member or persons acting on their behalf that relates to liability for payment for, or continuation of, Medicaid Covered Services provided under the terms and conditions of these provisions.

PLAN COMPENSATION SCHEDULE ("PCS")

ARTICLE I
DEFINITIONS

The definitions set forth below shall apply with respect to all of the terms outlined in this PCS. Terms not otherwise defined in this PCS and defined elsewhere in the Agreement shall carry the meanings set forth in the Agreement.

"Capitation" means the amount paid by Blue Cross NC to a provider or management services organization on a per member per month basis for either specific services or the total cost of care for Covered Services.

"Case Rate" means the all-inclusive Blue Cross NC Rate for an entire admission or one outpatient encounter for Covered Services.

"Chargemaster" or "Charge Master" means facility's listing of facility charges for products, services and supplies.

"Coded Service Identifier(s)" means a listing of descriptive terms and identifying codes, updated from time to time by CMS or other industry source, for reporting Health Services on the CMS 1500 or CMS 1450/UB-04 claim form or its successor as applicable based on the services provided. The codes include but are not limited to, American Medical Association Current Procedural Terminology ("CPT®-4"), CMS Healthcare Common Procedure Coding System ("HCPCS"), International Classification of Diseases, 10th Revision ("ICD-10"), National Uniform Billing Committee ("Revenue Code") and National Drug Code ("NDC") or their successors.

"Cost to Charge Ratio" ("CCR") means the quotient of cost (total operating expenses minus other operating revenue) divided by charges (gross patient revenue) expressed as a decimal, as defined by Regulatory Requirements.

"Diagnosis-Related Group" ("DRG") means Diagnosis Related Group or its successor as established by CMS or other grouper, including but not limited to, a state mandated grouper or other industry standard grouper.

"DRG Rate" means the all-inclusive dollar amount which is multiplied by the appropriate DRG Weight to determine the Blue Cross NC Rate for Covered Services.

"DRG Weight" means the weight applicable to the specific DRG methodology set forth in this PCS, including but not limited to, CMS DRG weights as published in the Federal Register, state agency weights, or other industry standard weights.

"Eligible Charges" means those Provider Charges that meet Blue Cross NC's conditions and requirements for a Health Service to be eligible for reimbursement. These conditions and requirements include: Member program eligibility, Provider program eligibility, benefit coverage, authorization requirements, provider manual guidelines, Blue Cross NC administrative, clinical and reimbursement policies, code editing logic, and coordination of benefits. Eligible Charges do not include Provider Charges for any items or services that Provider receives and/or provides free of charge.

"Emergency Condition" means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, with an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in serious jeopardy to the health of the individual, or in the case of a pregnant woman, the health of the woman or her unborn child; serious impairment to bodily functions; or serious dysfunction of any bodily organ or part.

"Emergency Services" means those Covered Services furnished by a provider qualified to furnish emergency services, and which are services furnished or required to screen for or treat an Emergency Condition until the Emergency Condition is stabilized.

"Encounter Data" means Claim information and any additional information submitted by a provider under capitated or risk-sharing arrangements for Health Services rendered to Members.

"Encounter Rate" means the Blue Cross NC Rate that is all-inclusive of professional, technical and facility charges including evaluation and management, pharmaceuticals, routine surgical and therapeutic procedures, and diagnostic testing (including laboratory and radiology) capable of being performed on site.

"Fee Schedule(s)" means a list of the maximum per unit allowed amounts established for Covered Services based on applicable Coded Service Identifier(s).

"Global Case Rate" means the all-inclusive Blue Cross NC Rate which includes facility, professional and physician services for specific Coded Service Identifier(s) for Covered Services.

"Inpatient Services" means Covered Services provided by a facility to a Member who is admitted and treated as a registered inpatient, is assigned a licensed bed within the facility, remains assigned to such bed and for whom a room and board charge is made.

"Observation" means the services furnished on the facility's premises, including use of a bed and periodic monitoring by nursing or other staff, which are Medically Necessary to evaluate a Member's condition and determine if the Member requires an inpatient admission to the facility. Such determination shall be in compliance with Policies or Regulatory Requirements.

"Outlier Rate" means the payment applied to an admission which exceeds the outlier threshold as set forth in the PCS or in compliance with Policies or Regulatory Requirements.

"Outpatient Services" means Covered Services provided by a facility to a Member who is admitted and treated as a registered outpatient within the facility.

"Patient Day" means each approved calendar day of care that a Member receives in the facility, to the extent such day of care is a Covered Service under the terms of the Member's Health Benefit Plan, but excluding the day of discharge.

"Percentage Rate" means the Blue Cross NC Rate that is a percentage of Eligible Charges billed by a provider for Covered Services.

"Per Diem Rate" means the Blue Cross NC Rate that is the all-inclusive fixed payment for Covered Services rendered on a single date of service.

"Per Hour Rate" means the Blue Cross NC Rate that is payment based on an increment of time for Covered Services.

"Per Relative Value Unit" ("RVU") means the Blue Cross NC Rate for each unit of service based on the CMS, State Agency or other (e.g., Anesthesia Society of America (ASA)) defined Relative Value Unit (RVU).

"Per Service Rate" means the Blue Cross NC Rate that is payment for each service allowed based on applicable Coded Service Identifier(s) for Covered Services.

"Per Unit Rate" means the Blue Cross NC Rate that is payment for each unit of service allowed based on applicable Coded Service Identifier(s) for Covered Services.

"Per Visit Rate" means the Blue Cross NC Rate that is the all-inclusive fixed payment for one encounter for Covered Services.

"Provider Charges" means the regular, uniform rate or price Provider determines and submits to Blue Cross NC as charges for Health Services provided to Members. Such Provider Charges shall be no greater than the rate or price Provider submits to any person or other health care benefit payor for the same Health Services provided, regardless of whether Provider agrees with such person or other payor to accept a different rate or price as payment in full for such services. Notwithstanding the foregoing, consistent with N.C.G.S. § 58-50-295, nothing contained in this Provider Charges definition shall be construed to require Provider to agree to reimbursement for any Health Service with a health care benefit payor that is greater than or equal to that applicable to Blue Cross NC.

"Short Stay" means an inpatient hospital stay that is less than a specified number of calendar days in compliance with Policies and/or Regulatory Requirements.

ARTICLE II
GENERAL PROVISIONS

Billing Form and Claims Reporting Requirements. Provider shall submit all Claims on a CMS 1500 or CMS 1450/UB-04 claim form or its successor form(s) as applicable based on the services provided in accordance with Policies or applicable Regulatory Requirements. Provider shall report all Health Services in accordance with the Coded Service Identifier(s) reporting guidelines and instructions using HIPAA compliant billing codes. In addition, Blue Cross NC shall not pay any Claim(s) nor accept any Encounter Data submitted using non-compliant codes. Blue Cross NC audits that

result in identification of Health Services that are not reported in accordance with the Coded Service Identifier(s) guidelines and instructions, will be subject to recovery through remittance adjustment or other recovery action as may be set forth in the provider manual(s).

Claim Submissions for Pharmaceuticals. Each Claim submitted for a pharmaceutical product must include standard Coded Service Identifier(s), a National Drug Code ("NDC") number of the covered medication, a description of the product, and dosage and units administered. Unless otherwise required under Regulatory Requirements, Blue Cross NC shall not reimburse for any pharmaceuticals that are not administered to the Member and/or deemed contaminated and/or considered waste.

Coding Updates. Coded Service Identifier(s) used to define specific rates are updated from time to time to reflect new, deleted or replacement codes. Blue Cross NC shall use commercially reasonable efforts to update all applicable Coded Service Identifiers within sixty (60) days of release by CMS or other applicable authority. When billing codes are updated, Provider is required to use appropriate replacement codes for Claims for Covered Services, regardless of whether this Agreement has been amended to reflect changes to standard billing codes. If Provider bills a revised code prior to the effective date of the revised code, the Claim will be rejected and Provider shall resubmit Claim with correct code. In addition, Claims with codes which have been deleted will be rejected.

Coding Software. Updates to Blue Cross NC's Claims processing filters, code editing software, pricers, and any edits related thereto, as a result of changes in Coded Service Identifier(s) reporting guidelines and instructions, shall take place automatically and do not require any notice, disclosure or amendment to Provider. Blue Cross NC reserves the right to use a code editing software as reasonably required by Blue Cross NC to ensure Claims adjudication in accordance with industry standards, including, but not limited to, determining which services are considered part of, incidental to, or inclusive of the primary procedure and ensuring medically appropriate age, gender, diagnosis, frequency, and units billed.

Modifiers. All appropriate modifiers must be submitted in accordance with industry standard billing guidelines, if applicable.

New/Expanded Service or New/Expanded Technology. In accordance with the Scope/Change in Status section of the Agreement, as of the Effective Date of this Agreement, any New/Expanded Service or New/Expanded Technology (defined below) is not reimbursable under this Agreement. Notwithstanding the foregoing, Provider may submit the following documentation to Blue Cross NC at least sixty (60) days prior to the implementation of any New/Expanded Service or New/Expanded Technology for consideration as a reimbursable service: (1) a description of the New/Expanded Service or New/Expanded Technology; (2) Provider's proposed charge for the New/Expanded Service or New/Expanded Technology; (3) such other reasonable data and information required by Blue Cross NC to evaluate the New/Expanded Service or New/Expanded Technology. In addition, Blue Cross NC may also need to obtain approval from applicable Agency prior to Blue Cross NC making determination that New/Expanded Service or New/Expanded Technology can be considered a reimbursable service. If Blue Cross NC agrees that the New/Expanded Service or New/Expanded Technology may be reimbursable under this Agreement, then Blue Cross NC shall notify Provider, and both parties agree to negotiate in good faith, a new Blue Cross NC Rate for the New/Expanded Service or New/Expanded Technology within sixty (60) days of Blue Cross NC's notice to Provider. If the parties are unable to reach an agreement on a new Blue Cross NC Rate for the New/Expanded Service or New/Expanded Technology before the end of the sixty (60) day period, then such New/Expanded Service or New/Expanded Technology shall not be reimbursed by Blue Cross NC, and the Payment in Full and Hold Harmless provision of this Agreement shall apply.

a. "New/Expanded Service" shall be defined as a Health Service: (a) that Provider was not providing to Members as of the Effective Date of this Agreement and; (b) for which there is not a specific Blue Cross NC Rate as set forth in this PCS.

b. "New/Expanded Technology" shall be defined as a technological advancement in the delivery of a Covered Service which results in a material increase to the cost of such service. New/Expanded Technology shall not include a new device, or implant that merely represents a new model or an improved model of a device or implant used in connection with a service provided by Provider as of the Effective Date of this Agreement.

Non-Priced Codes for Covered Services. Blue Cross NC reserves the right to establish a rate for codes that are not priced in this PCS or in the Fee Schedule(s), including but not limited to, Not Otherwise Classified Codes ("NOC"), Not Otherwise Specified ("NOS"), Miscellaneous, Individual Consideration Codes ("IC"), and By Report ("BR") (collectively "Non-Priced Codes"). Blue Cross NC shall only reimburse Non-Priced Codes for Covered Services in the following situations: (i) the Non-Priced Code does not have a published dollar amount on the then current applicable Blue Cross

NC, State or CMS Fee Schedule, (ii) the Non-Priced Code has a zero dollar amount listed, or (iii) the Non-Priced Code requires manual pricing. In such situations, such Non-Priced Code shall be reimbursed at a rate established by Blue Cross NC for such Covered Service. Notwithstanding the foregoing, Blue Cross NC shall not price Non-Priced Codes that are not Covered Services under the Members Health Benefit Plan. Blue Cross NC may require the submission of medical records, invoices, or other documentation prior to the adjudication of Claims for Non-Priced Codes.

Reimbursement for Blue Cross NC Rate Based on Eligible Charges. Notwithstanding any reimbursement amount set forth herein, Provider shall only be allowed to receive such reimbursement if such reimbursement is for an Eligible Charge. In addition, if Provider reimbursement is under one or more of the following methodologies: Capitation, Case Rate, DRG Rate, Encounter Rate, Global Case Rate, Per Diem Rate, Per Relative Value Unit (RVU), and Per Visit Rate, then individual services billed shall not be reimbursed separately, unless otherwise specified in Article IV of this PCS.

Reimbursement for Subcontractors. Blue Cross NC shall not be liable for any reimbursement in addition to the applicable Blue Cross NC Rate as a result of Provider's use of a subcontractor. Provider shall be solely responsible to pay subcontractors for any Health Services, and shall via written contract, contractually prohibit such subcontractors from billing, collecting or attempting to collect from Blue Cross NC, or Members. Notwithstanding the foregoing, if Blue Cross NC has a direct contract with the subcontractor, the direct contract shall prevail over this Agreement and the subcontractor shall bill Blue Cross NC under the direct contract for any subcontracted services, with the exception of nursing services provided for Home Infusion Therapy, or unless otherwise agreed to by the parties.

Tax Assessment and Penalties. The Blue Cross NC Rates in this Agreement include all sales and use taxes and other taxes on Provider revenue, gross earnings, profits, income and other taxes, charges or assessments of any nature whatsoever (together with any related interest or penalties) now or hereafter imposed against or collectible by Provider with respect to Covered Services, unless otherwise required by Agency pursuant to Regulatory Requirements. Neither Provider nor Blue Cross NC shall add any amount to or deduct any amount from the Blue Cross NC Rates, whether on account of taxes, assessments, tax penalties or tax exemptions.

Updates to Blue Cross NC Rate(s) Based on External Sources. Unless otherwise required by Regulatory Requirements, and notwithstanding any proprietary fee schedule(s)/rate(s)/methodologies, Blue Cross NC shall use commercially reasonable efforts to update the Blue Cross NC Rate(s) based on External Sources, which include but are not limited to, i) CMS Medicare fee schedule(s)/rate(s)/methodologies; ii) Medicaid or State Agency fee schedule(s)/rate(s)/methodologies; iii) vendor fee schedule(s)/rate(s)/methodologies; or iv) any other entity's published fee schedule(s)/rate(s)/methodologies (collectively "External Sources") no later than sixty (60) days after Blue Cross NC's receipt of the final fee schedule(s)/rate(s)/methodologies change from such External Sources, or on the effective date of such final fee schedule(s)/rate(s)/methodologies change, whichever is later. The effective date of such final fee schedule(s)/rate(s)/methodologies change shall be the effective date of the change as published by External Sources. Fee schedule(s)/rate(s)/methodologies will be applied on a prospective basis. Claims processed prior to the implementation of the new Blue Cross NC Rate(s) in Blue Cross NC's payment system shall not be reprocessed, however, if reprocessing is required by Regulatory Requirements, and such reprocessing could result in a potential under and/or over payment to a Provider, then Blue Cross NC may reconcile the Claim adjustments to determine the remaining amount Provider owes Blue Cross NC, or that Blue Cross NC owes to Provider. Any resultant overpayment recoveries (i.e. Provider owes Blue Cross NC) shall occur automatically without advance notification to Provider to the extent permitted under Regulatory Requirements. Unless otherwise required by Regulatory Requirements, Blue Cross NC shall not be responsible for interest payments that may be the result of a late notification by External Sources to Blue Cross NC of fee schedule(s)/rate(s)/methodologies change.

ARTICLE III
PROVIDER TYPE

Participating Provider(s) shall be limited to performing those Covered Services for which Participating Provider(s) is credentialed and licensed to perform.

"Behavioral Health Facility" means a facility that provides psychiatric and/or substance abuse services usually for multiple levels of care with appropriate state licensure and quality accreditation certification. Behavioral health levels of care may include all of the following or a combination thereof – inpatient acute mental health, inpatient acute detoxification, inpatient acute substance abuse rehabilitation, substance abuse residential treatment, psychiatric residential treatment, partial hospital programs (sometimes called day treatment), and intensive outpatient programs.

"Behavioral Health Practitioner" means a licensed or certified mental health and/or substance abuse practitioner, or a group of licensed or supervised practitioners with varying specialties, who work either in an independent private

practice, a group setting in one or more locations, or at an appropriately licensed clinic/facility or agency providing behavioral health and/or substance abuse Health Services.

ARTICLE IV
SPECIFIC REIMBURSEMENT TERMS

MEDICAID

For purposes of determining the Blue Cross NC Rate, the total reimbursement amount that Provider and Blue Cross NC have agreed upon for the applicable provider type(s) for Covered Services provided under this Agreement shall be one hundred percent (100%) of the Blue Cross NC Medicaid Fee Schedule(s) in effect on the date of service. Blue Cross NC shall reimburse providers the applicable rate that is no less than the Medicaid Fee-for-Service rate as outlined in the North Carolina Medicaid Rate(s)/Fee Schedule(s)/Methodologies, DHHS Prepaid Health Plan (PHP) Contract section V. D. 4, unless Blue Cross NC and Provider have mutually agreed to an alternative reimbursement arrangement.

The parties acknowledge and agree that the Blue Cross NC Medicaid Fee Schedule(s) are subject to modification by Blue Cross NC at any time during the term of this Agreement and will be applied on a prospective basis; provided, however, that any such modification shall comply with applicable Regulatory Requirements related to Provider reimbursement.

Reimbursement Specific to Provider Type

The following will be reimbursed for facility services only: Acute Care Hospital, ASC, Behavioral Health Facility, Free Standing Birthing Center, Rehabilitation Facility and SNF.

Physicians and Physician Extenders:
Blue Cross NC will reimburse in-network primary and specialty care physicians, as well as physician extenders, no less than 100% of the Medicaid Fee-for-Service rate for the service or bundle unless Blue Cross NC and provider have mutually agreed to an alternative reimbursement arrangement.

Obstetrics:
For obstetric services Blue Cross NC shall reimburse in-network physicians and physician extenders no less than 100% of the Medicaid Fee-for-Service rate and this includes reimbursement for the pregnancy risk screening and post-partum visit.

Certain Faculty Physicians:
Blue Cross NC shall make additional, utilization-based directed payments (AUDP) for certain faculty physicians affiliated with the teaching hospitals for each University of North Carolina medical school.

Hospitals:
Blue Cross NC shall reimburse all in-network hospitals no less than the applicable Medicaid Fee- for-Service rate ("rate floor") for inpatient and outpatient services and utilize the applicable Fee-for-Service payment methodology, unless Blue Cross NC and hospital have mutually agreed to an alternative reimbursement amount or methodology.

The applicable rate floor and methodology for inpatient hospital services shall be one hundred percent (100%) of the hospital specific Medicaid Fee-for-Service reimbursement rate using the Medicaid Fee-for-Service case weights and outlier methodology.

The applicable rate floor and methodology for outpatient hospital services, including Emergency Department, shall be the hospital charges multiplied by the hospital-specific Medicaid cost-to-charge ratio published on the Department's website.

Blue Cross NC shall make additional, utilization-based, directed payments to in-network hospitals owned by UNC Health Care or Vidant Medical Center as described in the Government Contract.

FQHC/RHC:

Blue Cross NC shall reimburse FQHCs and RHCs for covered services at negotiated rates that are no less than rates to be defined by the Department and no less than rates paid to other providers for similar services in accordance with 1903(m)(2)(A)(ix) of the Social Security Act.

IHCP:
Blue Cross NC shall reimburse IHCP for those that are not FQHC, regardless of whether they participate in Blue Cross NC's network, the applicable encounter rate published annually in the Federal Register by IHS or the Medicaid Fee-for-Service rate for services that do not have an applicable encounter rate.

Local Health Department (LHD):
Blue Cross NC shall reimburse enhanced role registered nurses providing EPSDT well child exams, low-risk family planning, and obstetrical services according to the enhanced local health department Medicaid fee schedule.

For PHP Government Contract years 1-3, Blue Cross NC shall pay in-network LHDs for Care Management for At Risk Children services an amount no less than the amount paid in the Fee-for-Service program prior to the start of Blue Cross NC Government Contract ($4.56 for all enrolled children ages 0-5).

For PHP Government Contract years 1-3, Blue Cross NC shall pay in-network LHDs for Care Management for High Risk Pregnant Women services an amount no less than the amount paid in the Fee-for-Service program prior to the start of Blue Cross NC Government Contract ($4.96 for all enrolled children ages 0-5).

Blue Cross NC shall make AUDPs in addition to base reimbursement amounts as directed in the Government Contract.

Blue Cross NC shall reimburse in-network LHDs providing lab services at no less than 100% of the Medicare fee schedule unless Blue Cross NC and LHD have mutually agreed to an alternative reimbursement arrangement.

Public Ambulance Provider:
Blue Cross NC shall negotiate base reimbursement amounts to in-network public ambulance providers no lower than rates paid to non-public providers for similar services.

In addition to base reimbursements, Blue Cross NC shall make additional utilization-based payments to in-network public ambulance providers for Medicaid Members only, as outlined below in Blue Cross NC provision relating to Directed Payments.

State Owned and Operated Facilities:
Blue Cross NC shall reimburse facilities that are state-owned and operated by the Division of State Operated Healthcare Facilities (DSOHF) according to the rates established by the Department (as allowed under 42 C.F.R. § 438.6(c)).

Additional Directed Payments:
Blue Cross NC shall make additional directed payments as determined by the Department, to certain in-network providers. This includes, but may not be limited to, LHDs, public ambulance providers, certain faculty physicians affiliated with the teaching hospitals for each University of North Carolina medical school, and hospitals owned by UNC Health Care or Vidant Medical Center.

Blue Cross NC shall include the Department defined additional directed payments in its contracts with applicable providers.

Nursing Facility Payment:
For a period of time to be defined by the Department, Blue Cross NC shall reimburse in-network nursing facilities (excluding those owned and operated by the State) a rate that is no less than the Medicaid Fee-for-Service rate in effect six (6) months prior to the start of the capitation rating year (e.g., January 1 prior to a July 1 rating year), unless Blue Cross NC and provider have mutually agreed to an alternative reimbursement arrangement.

Hospice Payments:
Blue Cross NC shall reimburse for hospice services in accordance with section 1902(a)(13)(B) of the Social Security Act and state requirements including that the rates shall be no less than the annual federal Medicaid hospice rates (updated each federal fiscal year (FFY).

For hospice services provided to Members residing in nursing facilities, Blue Cross NC shall reimburse the hospice provider the hospice rate and 95% of the Medicaid nursing home Fee-for-Service room and board rate in effect at the time of services,

AMH Payments:
Blue Cross NC shall pay Medical Home Fee (all Tiers), Care Management Fee (Tiers 3 and 4) and Performance Incentive Payments (Tier 3).

Blue Cross NC shall pay Medical Home Fees to AMH Tiers 1 – 3 practices for any month in which the Member is assigned to that AMH practice. Medical Home Fees for AMH Tiers 1 – 3 practices may be prorated for partial months and shall be no less than the amounts specified in Blue Cross NC Government Contract for the first two contract years.

Blue Cross NC shall pay Care Management Fees to Tier 3 practices that are negotiated between Blue Cross NC and Tier 3 practice and that adequately compensate Tier 3 practices for the additional care management responsibility assumed.

"Ambulatory Patient Group" ("APG") means the Blue Cross NC Rate that is a fixed reimbursement to a facility for Outpatient Services and which incorporates data regarding the reason for the visit and patient data.

"Ambulatory Payment Classification" ("APC") or its successor shall have the meaning set forth in the Medicare law and CMS regulations and guidance.

"Blue Cross NC DMEPOS and PEN Fee Schedule" means the applicable Blue Cross NC DMEPOS and PEN Fee Schedule for the market(s) and program(s) covered by the Agreement. The parties acknowledge and agree that the Blue Cross NC DMEPOS and PEN Fee Schedule is subject to modification by Blue Cross NC at any time during the term of the Agreement. Blue Cross NC DMEPOS and PEN Fee Schedule and/or rate changes will be applied on a prospective basis.

"Blue Cross NC Reference Laboratory Fee Schedule" means the Blue Cross NC Rate that is the Blue Cross NC Reference Laboratory Fee Schedule that is based on the Medicare Fee Schedule and may contain additional CPT/HCPCS codes. Blue Cross NC Reference Laboratory Fee Schedule and/or rate changes will be applied on a prospective basis.

"Blue Cross NC Medicaid Fee Schedule(s)/ Rate(s)/ Methodologies" means the proprietary rate that may be based on, but is not limited to, the applicable North Carolina Medicaid Fee Schedule(s)/ Rate(s)/ Methodologies, CMS and/or Medicare Fee Schedule(s)/ Rate(s)/ Methodologies, or the Fee Schedule(s)/ Rate(s)/ Methodologies developed by Blue Cross NC in accordance with industry standards.

"CMS Outpatient Prospective Payment System" ("OPPS") shall have the meaning set forth in Medicare law and CMS regulations and guidance.

"Medical Care Management Rate" means the amount paid by Blue Cross NC to Provider on a per member per month basis for facilitation of collaborative programs meant to manage medical/social/mental health conditions more effectively.

"Medicare Fee Schedule" means the applicable Medicare Fee Schedule for the provider type(s) identified herein, including payment conversion factor, where applicable, and in effect on the date of the service is initiated to Members. Medicare Fee Schedule and/or rate changes will be applied on a prospective basis.

"Medicare LUPA National Base Rate" means the Medicare LUPA ("Low Utilization Payment Adjustment") National Base rate in effect as of the date of service for the market(s) and program(s) covered by the Agreement at the time the Covered Services are initiated to the Member. Medicare LUPA National Base Rate changes will be applied on a prospective basis.

"Medicare Part B Drug Average Sales Price ("ASP") Fee Schedule" means the Medicare Part B Drug Average Sales Price ("ASP") Fee Schedule (or successor) in effect as of the date of service for the market(s) and programs covered by the Agreement at the time the Covered Services is initiated to the Member. Medicare Part B Drug Average Sales Price ("ASP") Fee Schedule and/or rate changes will be applied on a prospective basis.

"North Carolina Medicaid Rate(s)/Fee Schedule(s)/Methodologies" means the North Carolina Medicaid Rate(s)/Fee Schedule(s)/Methodologies in effect on the date of service for the provider type(s)/service(s) identified herein for the applicable Medicaid Program(s).

ROWAN COUNTY
NORTH CAROLINA
Be an original.

ROWAN COUNTY CONTRACT MEMORANDUM

TO: Aaron Church, Rowan County Manager
FROM: Teresa Sharpless
DEPT: Finance
DATE: July 1, 2021
SUBJECT: Revenue Contract – Carolina Complete Health

PURPOSE OF CONTRACT:

As part of the recent transition to NC Medicaid Managed Care, the State of NC has selected five (5) Managed Care Partners who will now administer the Medicaid program. Each NC EMS provider has to contract with these five (5) partners in order to receive payments for services provided to Medicaid recipients.

CONTRACT CERTIFICATION

By submitting this memorandum, I agree that I have:
1. Read and understand the terms of the contract.
2. To the best of my knowledge the terms, amount and activities surrounding this contract are compliant with North Carolina General Statutes, the Rowan County Purchasing Policy and any applicable regulations.
3. I have secured and attached in MUNIS the Certificate of Insurance.

Jane Howder — 7/6/2021

Signature of Director — **DATE**

Howden, James M

To: Sharpless, Teresa F.
Subject: RE: NC Medicaid Transformation Update

From: Kim Stanley <kim.stanley@emsbilling.com>
Sent: Wednesday, June 23, 2021 3:43 PM
To: Sharpless, Teresa F. <Teresa.Sharpless@rowancountync.gov>
Subject: FW: NC Medicaid Transformation Update

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report suspicious emails by clicking the **"Report Phish"** button.

Teresa,

Here is an email that I sent earlier this month that has the contracts attached. I bet this was sent to Derrick before you transitioned so I apologize.

I was told by Carolina Complete yesterday that we shouldn't use the attached template but should request a contract from them (that is the same language at the template) for tracking purposes.

The contact individuals for each plan are also listed on this email. You can request the contract, send redlines, etc. directly to those plans.

You can disregard the Modivcare and OneCall contracts as these are for non-emergency services. Also, the WellCare Community Paramedicine contract is optional. EMS may want input on whether they would like to participate in that program.

Let me know how I can help. You may also want to check in with the Health Departments as they may have signed a contract for each of the five PHPs that you would be covered under if you share the same Tax Id.

Thanks,

Kim Stanley, CAC
Chief Compliance Officer
Direct: 336.714.9091
Cell: 336.416.7216
Internal: ext. 140
Fax: 336.347.9715
Kim.Stanley@emsbilling.com

From: Kim Stanley
Sent: Wednesday, May 26, 2021 11:18 AM
To: Kim Stanley <Kim.Stanley@emsbilling.com>
Subject: FW: NC Medicaid Transformation Update

Good morning!

As you may know, a group of stakeholders that include government ambulance providers, hospital-based, private ambulance suppliers, an attorney that we have hired to represent the NC ambulance industry and EMS|MC have been meeting extensively with the DHHS, the five PHPs and the two non-emergency brokers to discuss the contracting status of NC ambulance suppliers for NC Medicaid.

Effective July 1, 2021, approximately 63% of the NC Medicaid population will transition from traditional Medicaid coverage to one of the five Prepaid Health Plans (PHP):

- AmeriHealth Caritas North Carolina, Inc.
- BCBS of North Carolina
- UnitedHealthcare of North Carolina, Inc.
- WellCare of North Carolina, Inc.
- Carolina Complete Health (Regions 3, 4 and 5)

The remaining population will continue to be billed to Traditional Medicaid, with the largest of this group being Dual Eligible (Medicare Primary/Medicaid Secondary).

Non-Emergency Brokers
If you provide non-emergency ambulance transportation, in addition to contracting with each of the above PHPs, the non-emergency Medicaid broker will seek a contract with you as well. The broker system will require a prior approval process for all non-emergency transports in which Medicaid is the primary payor. In order to continue to receive payment for Medicaid non-emergency services, a contract will be required for each of the brokers. If you do not provide non-emergency transports, you will not be required to contract with the brokers. EMS|MC can provide the number of NC Medicaid non-emergency transports that your agency provided in 2020.

The two non-emergency brokers are:
- ModivCare (formally Logisticare)
- One Call

Government/Municipal Agencies
During the transition to managed care, the current process for NC Medicaid Cost Reporting will no longer be applicable to claims paid by the PHPs and/or Brokers. All municipal agencies will transition to a Direct Payment system in which a calculated rate will be paid for all emergency and non-emergency services regardless of the level of service or number of mileage. EMS|MC can provide this calculation to you on an individual agency basis. In order to receive the higher Direct Payment, each agency will be required to contract with each of the PHPs and the Brokers by July 1, 2021. Keep in mind that the NC Medicaid Cost Report will be applicable to all claims submitted to Traditional Medicaid (those patients that did not transition to Managed Care).

Non-Governmental Agencies
The PHPs will typically contract at the current Medicaid Fee Schedule that will include the higher allowed amounts that were identified during the pandemic (5% increase) as well as the higher reimbursement for the non-emergency round trip services that was negotiated last year. A contract with the PHP will not be required in order for you to receive payment for emergency services; however, a contract will be required with the brokers in order to continue to receive payment for non-emergency services.

Franchise and State Regulations

We have worked with the PHPs and Brokers to define the various franchise agreements to ensure that the broker is contracting only with non-emergency ambulance providers franchised to provide point-to-point ambulance services in each individual county. In addition, we have educated DHHS and the plans on the state regulations that do not allow services such as stretcher vans. If you should see violations in these guidelines, these should be reported to the State Office of EMS or myself to ensure we have full adherence.

Credentialling
If you are a current NC Medicaid Provider, the provider demographics will be shared with each of the plans that will not require that you reenroll in the program. The current Medicaid Provider Number and NPI will transfer automatically to the plans for reimbursement.

Contracting by Tax Identification Number
There has been confusion of whether the PHPs may contract at the Tax Identification Number (TIN) or at the NPI level. For example, a Health Department that shares a TIN with the County EMS agency may have already contracted with the PHP that may include the County EMS system. Another example, a hospital-based EMS system may wish to contract with the PHP even if the hospital chooses not to contract with the PHP. Each of the PHPs have answered this question individually:

AmeriHealth – The ambulance providers are not required to be part of the county contract, even if they share a TIN with the another agency.
Carolina Complete – Our process is to have one Provider Participation Agreement for each unique Tax Id. The contract will consist of a base contract and an Exhibit that outlines the compensation and reimbursement schedule for each provider type.
Healthy Blue – Contracts are based on all providers using the same Tax-ID. The claims and reimbursement process will be based on the provider type as identified by the NPI.
United Healthcare – UHC does not require a single-county wide contract by TIN. Each ambulance provider will be offered an individual standalone contract even if they share a TIN.
Wellcare – For contracted agencies sharing a TIN, Wellcare will add an amendment to the existing contract to include the ambulance compensation and reimbursement schedule.

Community Paramedicine
Wellcare has issued a separate contract for Community Paramedicine that is an optional value-add service that is being offered by Wellcare exclusively. United Healthcare has alerted us that they may add ET3 type services to their contract in the near future. The other plans have been made aware of the types of Mobile Integrated Healthcare that exists in NC and have all expressed an interest in developing coverage policies in the future for these services.

Contracts
Attached are the most recent contract templates for each of the five PHPs and two Brokers. For municipal/government agencies, you will be required to contract with each of the PHPs to receive the Direct Payment. For both municipal and non-municipal agencies, and provide non-emergency services, you will be required to contract with each of the two brokers to continue to be reimbursed for those services. While we are still working with DHHS to approve an amendment to the contract that includes language regarding the direct payment process and medical necessity requirements, we felt the need to provide these contracts to you for review. The deadline for contracting is July 1, 2021 in order to ensure that we do not have any interruption in payment. Our advice at this time is to have your attorneys review these contracts carefully and submit any potential redlines to the plans individually. We will keep you informed when the amendment to the contract has been approved by DHHS. If you have already signed contracts with the PHPs, please be sure that EMS|MC receives a copy of the signed agreements for our records.

If you have questions regarding these contracts, would like to send redlines to the individual PHPs, the following contacts have been established with each PHP:

AmeriHealth – Annitta Taylor - annitta.taylor@amerihealthcaritasnc.com

Carolina Complete – troy.d.schilling@carolinacompletehealth.com, James.Appler@carolinacompletehealth.com
Healthy Blue –Katie Kindborg - katie.kindborg@healthybluenc.com
United Healthcare – Rebeca Oliva - rebeca_oliva@uhc.com
Wellcare – Heather Lowe - Heather.Lowe@wellcare.com

ModivCare Celeste.Crocker@modivcare.com
OneCall - Nicholas_LoPiccolo@onecallcm.com

Please reach out to me or your Strategic Account Manager if you have any questions.

Thanks,

Kim Stanley, CAC
Chief Compliance Officer
EMS Management & Consultants
PO Box 863
Lewisville, NC 27023
Direct: 336.714.9091
Cell: 336.416.7216
Internal: ext. 140
Fax: 336.347.9715
Kim.Stanley@emsbilling.com
Website | Facebook | LinkedIn

Notice of Confidentiality: This transmission contains information that may be confidential and may also be privileged. Unless you are the intended recipient of the message (or authorized to receive it for the intended recipient), you may not copy, forward, or otherwise use it, or disclose its contents to anyone else. Please be aware that email communication can be intercepted in transmission or misdirected. If you have received this transmission in error, please notify us immediately at HIPAAcompliance@emsbilling.com and delete it from your system.

PARTICIPATING PROVIDER AGREEMENT

This Participating Provider Agreement (together with all Attachments and amendments, this "Agreement") is made and entered by and among County of Rowan ("Provider"), Carolina Complete Health, Inc., a North Carolina corporation ("Carolina Complete") and Carolina Complete Health Network, Inc., a Delaware corporation ("CCHN") and subsidiary of the North Carolina Medical Society. This Agreement is effective as of the date designated by Carolina Complete on the signature page of this Agreement ("Effective Date"). For purposes of this Agreement, each of Provider and Carolina Complete (and, solely for purposes of Article VIII, CCHN) may be referred to herein as a "Party" and collectively as the "Parties."

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

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

WHEREAS, CCHN has agreed to assist the Carolina Complete in connection with its efforts to create, recruit, build, develop, manage, operate and maintain a network of health care providers and, in connection therewith, desires to support Carolina Complete on an as-needed basis in the performance of certain functions under this Agreement.

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

ARTICLE I - DEFINITIONS

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

1.1. "Affiliate" means, with respect to any entity, a person or entity directly or indirectly controlling, controlled by, or under common control with such entity, provided that, notwithstanding the foregoing, CCHN shall not be deemed to be an Affiliate of Company.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.17. "Regulatory Requirements" means all applicable federal and state statutes, regulations, regulatory guidance, judicial or administrative rulings, requirements of Governmental Contracts and standards and requirements

of any accrediting or certifying organization, including, but not limited to, the requirements set forth in a Product Attachment.

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

ARTICLE II – PRODUCTS AND SERVICES

2.1. Contracted Providers. Provider shall, and shall cause each Contracted Provider, to comply with and abide by the agreements, representations, warranties, acknowledgements, certifications, terms and conditions of this Agreement (including the provisions of Schedule A that are applicable to Provider, a Contracted Provider, or their services, and any other Attachments), and the Provider Manual, and fulfill all of the duties, responsibilities and obligations imposed on Provider and Contracted Providers under this Agreement (including each Attachment), and the Provider Manual, in each case, to the same extent as if the Contracted Providers were parties hereto. Provider shall be responsible for any breach of this Agreement by any Contracted Provider.

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

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

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

2.2.3. Attached hereto as Schedule C is the initial list of the Contracted Providers as of the Effective Date. Provider shall provide Carolina Complete, from time to time or on a periodic basis as requested by Carolina Complete, with a complete and accurate list containing the names, office telephone numbers, addresses, tax identification numbers, hospital affiliations, specialties and board status (if applicable), State license number, and National Provider Identifier of Contracted Providers and such other information as mutually agreed upon by the Parties, and shall provide Carolina Complete with a list of modifications to such list at least thirty (30) days prior to the effective date of such changes, when possible. Provider shall provide such lists in a manner and format mutually acceptable to the Parties.

2.2.4. Provider may add new providers to this Agreement as Contracted Providers. In such case, Provider shall provide written notice to Carolina Complete of the prospective addition(s), and shall use best efforts to provide such notice at least sixty (60) days in advance of such addition. Provider shall maintain written agreements with each of its Contracted Providers (other than Provider) that require the Contracted Providers to comply with the terms and conditions of this Agreement and that address and comply with the Regulatory Requirements.

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

notice, the applicable Contracted Providers will not be considered Participating Providers in such Product. If Provider does not timely provide such opt-out notice, then each applicable Contracted Provider shall be a Participating Provider in such additional Product on the terms and conditions set forth in this Agreement and the applicable Product Attachment.

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

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

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

2.6. Eligibility Determinations. Provider or Contracted Provider shall timely verify whether an individual seeking Covered Services is a Covered Person. Company or Payor, as applicable, will make available to Provider and Contracted Providers a method, whereby Provider and Contracted Providers can obtain, in a timely manner, general information about eligibility and coverage. Company or Payor, as applicable, does not guarantee that persons identified as Covered Persons are eligible for benefits or that all services or supplies are Covered Services. If

Company, Payor or its delegate determines that an individual was not a Covered Person at the time services were rendered, such services shall not be eligible for payment under this Agreement. In addition, Company will use reasonable efforts to include or contractually require Payors to clearly display Company's name, logo or mailing address (or other identifier(s) designated from time to time by Company) on each membership card.

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

2.8. Treatment Decisions. Neither Company, Payor, nor CCHN shall be liable for, or exercise control over, the manner or method by which a Contracted Provider provides items or services under this Agreement. Provider and Contracted Providers understand that determinations of Company, Payor, or CCHN that certain items or services are not Covered Services or have not been provided or billed in accordance with the requirements of this Agreement or the Provider Manual are administrative decisions only. Such decisions do not absolve the Contracted Provider of its responsibility to exercise independent judgment in treatment decisions relating to Covered Persons. Nothing in this Agreement (i) is intended to interfere with Contracted Provider's relationship with Covered Persons, or (ii) prohibits or restricts a Contracted Provider from disclosing to any Covered Person any information that the Contracted Provider deems appropriate regarding health care quality, medical treatment decisions or alternatives.

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

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

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

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

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

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

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

ARTICLE III – CLAIMS SUBMISSION, PROCESSING, AND COMPENSATION

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

3.2. Compensation. The compensation for Covered Services provided to a Covered Person ("Compensation Amount") will be the appropriate amount under the applicable Compensation Schedule in effect on the date of service for the Product in which the Covered Person participates. Subject to the terms of this Agreement

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

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

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

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

ARTICLE IV – RECORDS AND INSPECTIONS

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

4.2. Access. Provider and each Contracted Provider shall provide access to their respective books and records to each of the following, including any delegate or duly authorized agent thereof, subject to applicable Regulatory Requirements: (i) Company and Payor, during regular business hours and upon prior notice; (ii)

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

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

ARTICLE V – INSURANCE AND INDEMNIFICATION

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

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

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

5.4. Indemnification by CCHN. CCHN agrees to indemnify and hold harmless (and at Provider's or Carolina Complete's request (as applicable) defend) Company, Provider, Contracted Providers and each of their respective officers, directors, agents and employees from and against any and all Losses arising from or relating to any negligence, wrongful act or omission or breach of this Agreement by CCHN or its directors, officers, agents or employees, whether in connection with the performance of its obligations under Section 8.2 or otherwise.

ARTICLE VI – DISPUTE RESOLUTION

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

6.2. Arbitration. If either the Provider Party or the Administrator Party wishes to pursue the Dispute as provided in Section 6.1, such party shall submit it to binding arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). In no event may any arbitration be initiated more than one (1) year following, as applicable, the end of the sixty (60) day negotiation period set forth in Section 6.1, or the date of notice of termination. Arbitration proceedings shall be conducted by an arbitrator chosen from the National Healthcare Panel at a mutually agreed upon location within the State. The arbitrator shall not award any punitive or exemplary damages of any kind, shall not vary or ignore the provisions of this Agreement, and shall be bound by controlling law. The Parties, CCHN and the Contracted Providers, on behalf of themselves and those that they may now or hereafter represent, agree to and do hereby waive any right to pursue, on a class basis, any Dispute. Each of the Provider Party and the Administrator Party shall bear its own costs and attorneys' fees related to the arbitration except that the AAA's Administrative Fees, all Arbitrator Compensation and travel and other expenses, and all costs of any proof produced at the direct request of the arbitrator shall be borne equally by the applicable parties, and the arbitrator shall not have the authority to order otherwise. The existence of a Dispute or arbitration proceeding shall not in and of itself constitute cause for termination of this Agreement. Except as hereafter provided, during an arbitration proceeding, each of the Provider Party and the Administrator Party shall continue to perform its obligations under this Agreement pending the decision of the arbitrator. Nothing herein shall bar either the Provider Party or the Administrator Party from seeking emergency injunctive relief to preclude any actual or perceived breach of this Agreement, although such party shall be obligated to file and pursue arbitration at the earliest reasonable opportunity. Judgment on the award rendered may be entered in any court having jurisdiction thereof. Nothing contained in this Article VI shall limit a Party's right to terminate this Agreement with or without cause in accordance with Section 7.2.

ARTICLE VII – TERM AND TERMINATION

7.1. Term.

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

immediately notify the affected Contracted Provider of such non-renewal. Termination of any Contracted Provider's participation in a particular Product will not have the effect of terminating either this Agreement or the Contracted Provider's participation in any other Product in which the Contract Provider participates under this Agreement.

7.1.2. The Parties and CCHN acknowledge that CCHN has contractually agreed (the " CCHN Agreement") to provide services to Carolina Complete and assist Carolina Complete by facilitating and coordinating the participation of Provider in Carolina Complete as a Participating Provider and performing such obligations as may be delegated to CCHN pursuant to Section 8.2 of this Agreement. In the event that the CCHN Agreement shall be terminated for any reason, the Parties hereby acknowledge and agree that this Agreement shall remain in full force and effect, and without any further action or notice required by or on behalf of any Party, (a) the then current Term of this Agreement shall automatically be extended to continue until the date that is five (5) years from and after the date on which the CCHN Agreement is terminated, after which it will automatically renew for successive terms of one (1) year each in accordance with the provisions set forth in Section 7.1.1 of this Agreement with respect to Renewal Terms; (b) this Agreement shall be deemed to have been amended to remove CCHN as a party hereto and all references to CCHN herein; and (c) in no event shall the termination of the CCHN Agreement modify, amend or otherwise release Provider from its obligation to perform under and comply with the provisions of this Agreement.

7.2. Termination. This Agreement, or the participation of Provider or a Contracted Provider as a Participating Provider in one or more Products, may be terminated or suspended as set forth below. Notwithstanding anything contained herein to the contrary, in no event shall CCHN, whether individually or on behalf of Carolina Complete, have the ability or authority to terminate this Agreement for any reason, whether pursuant to Section 7.1, this Section 7.2 or otherwise.

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

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

7.2.3. Suspension of Participation. Unless expressly prohibited by applicable Regulatory Requirements, Carolina Complete has the right to immediately suspend or terminate the participation of a Contracted Provider in any or all Products by giving written notice thereof to Provider when Carolina Complete determines that (i) based upon available information, the continued participation of the Contracted Provider appears to constitute an immediate threat or risk to the health, safety or welfare of Covered Persons, or (ii) the Contracted Provider's fraud, malfeasance or non-compliance with Regulatory Requirements is reasonably suspected. Provider shall immediately notify the affected Contracted Provider of such suspension. During such suspension, the Contracted Provider shall, as directed by Carolina Complete, discontinue the provision of all or a particular Covered Service to Covered Persons. During the term of any suspension, the Contracted Provider shall notify Covered Persons that his or her status as a Participating Provider has been suspended. Such suspension will continue until the Contracted Provider's participation is reinstated or terminated.

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

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

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

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

ARTICLE VIII - MISCELLANEOUS

8.1. Delegation of Obligations. Upon the mutual written agreement of Carolina Complete and CCHN, Carolina Complete may delegate performance of all or any part of its obligations under this Agreement (other than and excluding any of its obligations arising under Article III of this Agreement) to CCHN (each such obligation, a "Delegated Obligation") without notice to or consent of Provider and no such delegation by Carolina Complete shall in any way affect Carolina Complete's rights or relieve Provider of any of its obligations under this Agreement. CCHN hereby acknowledges and agrees that it shall, in connection with the performance of any such Delegated Obligation, be bound by and strictly comply with the terms of this Agreement and shall perform any such Delegated Obligation in good faith. Notwithstanding anything contained herein to the contrary, CCHN shall not perform any obligation on behalf of Carolina Complete unless, and then, only to the extent, such obligation has been expressly delegated to CCHN as provided by this Section 8.1.

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

Party and the reference to one Unaffiliated Party herein in no way imposes any cross-guarantees or joint responsibility or liability on the other Unaffiliated Party. A breach or default hereunder by an Unaffiliated Party shall not constitute a breach or default by the other Unaffiliated Party. CCHN acknowledges and agrees that nothing in this Agreement is intended to supersede, disrupt, interfere or conflict with the CCHN Agreement or any other arrangement or agreement to which CCHN or any of its Affiliates are a party relating to the governance, management and day-to-day operations of Carolina Complete or any of its Affiliates.

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

8.4. Assignment. This Agreement is intended to secure the services of and be personal to Provider and may not be assigned, sublet, delegated, subcontracted or transferred by Provider without the Carolina Complete's prior written consent; provided, however, Carolina Complete shall, in addition to the rights provided under Section 8.2, have the right, exercisable in its sole discretion, to assign or transfer all or any portion of its rights or to delegate all or any portion of its interests under this Agreement or any Attachment to an Affiliate, successor of Carolina Complete, or purchaser of the assets or stock of Carolina Complete, or the line of business or business unit primarily responsible for carrying out Carolina Complete's obligations under this Agreement. CCHN shall not, directly or indirectly, assign, transfer or delegate this Agreement and/or any of its rights or obligations under this Agreement, voluntarily or involuntarily, including by change of control, merger (whether or not CCHN is the surviving corporation), operation of law or any other manner, without the prior written consent of Carolina Complete. Any attempted assignment or delegation in violation of this Section 8.4 shall be void.

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

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

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

8.8. Amendment. Except as set forth in Section 7.1.2 and this Section 8.8, this Agreement may be amended only by written agreement of the applicable Parties to whom such amendment directly relates, as determined by Carolina Complete.

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

8.8.2 Excluding any amendment to this Agreement contemplated by Section 8.8.1, Carolina Complete may amend this Agreement at any time by giving Provider written notice (electronic or paper) of the proposed amendment. When such an amendment proposes to modify Provider's reimbursement or addresses Covered Services routinely rendered by Provider to Covered Persons, the amendment will be evaluated by Carolina Complete's Medical Affairs and Financial Matters Committees prior to Carolina Complete giving written notice to Provider. Unless Provider notifies Carolina Complete in writing of its objection to such amendment during the thirty (30) day period following the giving of such notice by Carolina Complete, Provider shall be deemed to have accepted the amendment. If Provider objects to any proposed amendment to this Agreement, Carolina Complete may exclude

one or more of the Contracted Providers from being Participating Providers in the Product (or any component program of, or Coverage Agreement in connection with, such Product) to which such amendment relates.

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

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

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

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

To Carolina Complete at:

Attn: President

Carolina Complete Health, Inc.

10101 David Taylor Drive, Suite 300

Charlotte, NC 28262

To Provider at:

Attn: Ambulance

County of Rowan

130 West Innes Street

Salisbury, North Carolina 28144

To CCHN at:

Attn:

Carolina Complete Health Network, Inc.

4309 Emperor Boulevard, Suite 430

Durham, NC 27703

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

8.13. Force Majeure. No Party shall be liable or deemed to be in default for any delay or failure to perform any act under this Agreement resulting, directly or indirectly, from acts of God, civil or military authority, acts of

public enemy, war, accidents, fires, explosions, earthquake, flood, strikes or other work stoppages by the employees of such Party, or any other similar cause beyond the reasonable control of such Party.

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

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

8.16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Upon Provider's reasonable written request, Carolina Complete shall provide Provider with a fully executed copy of this Agreement.

* * * * *

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

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

CAROLINA COMPLETE:

Carolina Complete Health, Inc.

Authorized Signature:

Print Name:

Title:

Signature Date:

ECM #: 546777

To be completed by Carolina Complete only:

Effective Date: _____, 20

PROVIDER:

County of Rowan
(Legibly Print Name of Provider)

Authorized Signature:

Print Name:

Title:

Signature Date:

Tax Identification Number: 56-6000336

State Medicaid Number: 3406841

National Provider Identifier: 1437250347

CCHN:

Carolina Complete Health Network, Inc.

Authorized Signature:

Print Name:

Title:

Signature Date:

PARTICIPATING PROVIDER AGREEMENT

SCHEDULE A
CONTRACTED PROVIDER-SPECIFIC PROVISIONS

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

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

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

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

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

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

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

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

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

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

written statement from another Participating Provider who has such admitting privileges, in good standing, certifying that such individual agrees to assume responsibility for providing inpatient Covered Services to Covered Persons who are patients of the applicable Practitioner.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PARTICIPATING PROVIDER AGREEMENT

SCHEDULE B
PRODUCT PARTICIPATION

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

List of Product Attachments:

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

PARTICIPATING PROVIDER AGREEMENT

SCHEDULE C
CONTRACTED PROVIDERS

ENTITY/GROUP/CLINIC/FACILITY NAME	TAX ID #	NPI #
Rowan County dba Rowan County Ambulance Service	56-6000336	1437250347

SCHEDULE D
COMPANY AFFILIATES

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

Affiliates (Carolina Completes):
Absolute Total Care, Inc.
Ambetter of Magnolia, Inc.
Ambetter of North Carolina, Inc.
Ambetter of Peach State, Inc.
Arkansas Health & Wellness Health Plan, Inc.
Arkansas Total Care, Inc.
Bridgeway Health Solutions of Arizona, Inc.
Buckeye Community Health Plan, Inc.
Buckeye Health Plan Community Solutions, Inc.
California Health and Wellness Plan
Carolina Complete Health, Inc.
Celtic Insurance Company
CeltiCare Health Plan of Massachusetts, Inc.
Coordinated Care Corporation, d/b/a Managed Health Services - IN
Coordinated Care of Washington, Inc.
Michigan Complete Health, Inc.
Granite State Health Plan, Inc.
Health Net Community Solutions, Inc.
Health Net Health Plan of Oregon, Inc.
Health Net Life Insurance Company
Health Net of Arizona, Inc., d/b/a Arizona Complete Health
Health Net of California, Inc.
Home State Health Plan, Inc.
IlliniCare Health Plan, Inc.
Iowa Total Care, Inc.
Louisiana Healthcare Connections, Inc.
Magnolia Health Plan, Inc.
Managed Health Services Insurance Corporation
Nebraska Total Care, Inc.
New York Quality Healthcare Corporation, d/b/a Fidelis Care
NovaSys Health, Inc.
Peach State Health Plan, Inc.
Pennsylvania Health & Wellness, Inc.
SilverSummit Healthplan, Inc.
Sunflower State Health Plan, Inc.
Sunshine Health Plan Community Solutions, Inc.
Sunshine State Health Plan, Inc.
Superior HealthPlan Community Solutions, Inc.
Superior Healthplan, Inc.
Trillium Community Health Plan, Inc.
Western Sky Community Care, Inc.

Affiliates (Specialty Companies):
AcariaHealth, Inc.
Cenpatico Behavioral Health, LLC

Centurion, LLC
Envolve Benefits Options, Inc.
Envolve PeopleCare, Inc.
Envolve Pharmacy Solutions, Inc.
Envolve, Inc.
LifeShare Management Group LLC
U.S. Medical Management, LLC
VPA of Texas, PLLC, d/b/a Visiting Physicians Association
VPA, P.C., d/b/a Visiting Physicians Association

Attachment A: Medicaid

MEDICAID PRODUCT ATTACHMENT

This PRODUCT ATTACHMENT ("***Attachment***") is made and entered between Carolina Complete Health, Inc., a North Carolina corporation ("Carolina Complete"), Carolina Complete Health Network, Inc., a Delaware corporation ("CCHN") and subsidiary of the North Carolina Medical Society and County of Rowan ("***Provider***").

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

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

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

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

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

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

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

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

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

1.5 "***Health Care Provider***" means an individual who is licensed, certified, or otherwise authorized under Chapter 90 or Chapter 90B of the General Statutes of North Carolina or under the laws of another state to provide health care services in the ordinary course of business or practice of a profession or in an approved

education or training program and a facility that is licensed under Chapter 131E or Chapter 122C of the General Statutes of North Carolina or is owned or operated by the State of North Carolina in which health care services are provided to patients.

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

1.7 "***Medically Necessary Service***" or "***Medically Necessary***" means those Covered Services that are within generally accepted standards of medical care in the State community, as verified by independent Medicaid consultants, and not experimental in nature.

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

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

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

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

2. Medicaid Product.

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

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

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

2.4 Construction. This Product Attachment supplements and forms a part of the Agreement. Except as otherwise provided herein or in the terms of the Agreement, the terms and conditions of the Agreement will remain unchanged and in full force and effect as a result of this Product Attachment. In the event of a conflict between the provisions of the Agreement and the provisions of this Product Attachment, this Product Attachment

will govern with respect to health care services, supplies or accommodations (including Covered Services) rendered to Covered Persons enrolled in or covered by a Medicaid Product. To the extent Provider or any Contracted Provider is unclear about its, his or her respective duties and obligations, Provider or the applicable Contracted Provider shall request clarification from Carolina Complete. To the extent any provision of this Agreement (including any exhibit, attachment, or other document referenced herein) is inconsistent with or contrary to any provision of the State Contract, the relevant provision of the State Contract shall have priority and control over the matter.

3. Term. This Product Attachment will become effective as of the Effective Date, and will be coterminous with the Agreement unless a Party terminates the participation of the Contracted Provider in this Product in accordance with the applicable provisions of the Agreement or this Product Attachment. The Effective Date of any Participating Provider added under this Agreement shall be the later of the Effective Date of this Agreement or the date by which the Participating Provider's enrollment as a Medicaid enrolled provider is effective within NC Tracks or successor NC Medicaid provider enrollment system(s). *(Section VII, G(3)(h))*

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

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

Attachment A: Medicaid

SCHEDULE A
GOVERNMENTAL PROGRAM REQUIREMENTS

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

1. Compliance.

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

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

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

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

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

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

1.5 Utilization Management. Participating Provider shall comply with Carolina Complete's utilization management programs, quality management programs, and provider sanction programs, except to the extent that any of these programs conflict with Participating Provider's professional or ethical responsibility or interfere with Participating Provider's ability to provide information or assistance to patients. *(Section VII, G(1)(o)).*

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

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

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

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

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

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

5. Non-Discrimination.

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

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

6. Term; Termination.

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

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

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

7. Covered Person Services.

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

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

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

7.4 Covered Person Appeals and Grievances. Participating Provider shall cooperate with Covered Person in regard to Covered Person appeals and grievance procedures. *(Section VII, G(1)(l)).* Participating Provider has the right to file a grievance or appeal. Carolina Complete's internal appeal processes must be completed before seeking other legal or administrative remedies under state or federal law. *(Section V, D(2)(c)(xi)).* Carolina Complete will accept Participating Provider's designated, North Carolina licensed, physician advisor with knowledge of the unit and care of the Covered Person as Provider's approved representative for a claim or prior authorization in review or dispute. *(Section VII, G(1)(bb))*

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

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

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

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

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

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

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

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

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

7.6 Retroactive Requests for Prior Authorization. With respect to outpatient procedures for which Carolina Complete requires a prior authorization, Carolina Complete will accept retroactive requests for authorization in those instances where, in accordance with generally accepted North Carolina community practice standards and meeting the North Carolina Medicaid Medical Necessity Standard, an authorized outpatient procedure was modified or supplemented as a result of clinical findings or outcomes arising during the authorized procedure. Participating Provider shall submit such retroactive requests for authorization within three (3) business days of concluding the authorized outpatient procedure. *(Section VII, G(1)(aa))*

8. Records.

8.1 Medical Records. Participating Provider shall maintain confidentiality of Covered Person medical records and personal information and other health records as required by law. Participating Provider shall maintain adequate medical and other health records according to industry and Carolina Complete standards. Participating Provider shall make copies of such records available to Carolina Complete, Payor and NC DHHS in conjunction with its regulation of Carolina Complete. Participating Provider shall make available and furnish the records immediately upon request in either paper or electronic form, at no cost to the requesting party. *(Section VII, G(1)(k))*. Notwithstanding anything in this Section 8 to the contrary, Carolina Complete shall accept delivery of any requested clinical documentation through a mutually agreed to solution via electronic means available to the Provider and shall not require that the documentation be transmitted via facsimile. *(Section VII, G(1)(z))*.

8.2 Access to Provider Records.

(a) Participating Provider agrees to provide at no cost to the following entities or their designees with prompt, reasonable, and adequate access to Carolina Complete or Payor and the Agreement and any records, books, documents, and papers that relate to Carolina Complete or Payor and the Agreement and/or Participating

Provider's performance of its responsibilities under this Agreement for purposes of examination, audit, investigation, contract administration, the making of copies, excerpts or transcripts, or any other purpose NC DHHS deems necessary for contract enforcement or to perform its regulatory functions: (i) the United States Department of Health and Human Services or its designee; (ii) the Comptroller General of the United States or its designee; (iii) NC DHHS, its Medicaid managed care program personnel, or its designee; (iv) the Office of Inspector General; (v) North Carolina Department of Justice Medicaid Investigations Division; (vi) any independent verification and validation contractor, audit firm, or quality assurance contractor acting on behalf of NC DHHS; (vii) the North Carolina Office of State Auditor, or its designee; (viii) a state or federal law enforcement agency; and (ix) any other state or federal entity identified by NC DHHS, or any other entity engaged by NC DHHS.

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

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

9. Provider Payment.

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

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

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

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

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

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

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

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

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

(c) If the requested additional information on a medical or pharmacy pended claim is not submitted within ninety (90) days of the notice requesting the required additional information, the Payor shall deny the claim per § 58-3-225 (d). The Payor shall reprocess medical and pharmacy claims in a timely and accurate manner as described in this provision (including interest and penalties if applicable).

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

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

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

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

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

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

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

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

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

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

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

14.2 Care Coordination Services. Participating Provider shall provide primary care and patient care coordination services to each Covered Person, in accordance with Carolina Complete policies.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

i) Patients immediate care needs and current services;
ii) Other state or local services currently used;
iii) Physical health conditions, including dental;
iv) Current and past behavioral and mental health and substance use status and/or disorders;
v) Physical, intellectual developmental disabilities;
vi) Medications — prescribed and taken;
vii) Priority domains of social determinants of health (housing, food, transportation, and interpersonal safety);
viii) Available informal, caregiver, or social supports, including peer supports.

(c) The Tier 3 AMH practice must have North Carolina licensed, trained staff organized at the practice level (or at the CIN level but assigned to specific practices) whose job responsibilities encompass care management and who work closely with clinicians in a team-based approach to care for high-need patients.

(d) For each high-need patient, the Tier 3 AMH practice must assign a care manager who is accountable for active, ongoing care management that goes beyond office-based clinical diagnosis and treatment and who has the minimum credentials of RN or LCSW.

14.13.3 Tier 3 AMH practices must use a documented Care Plan for each high-need patient receiving care management.

(a) The Tier 3 AMH practice must develop the Care Plan within thirty (30) days of Comprehensive Assessment, or sooner if feasible, while ensuring that needed treatment is not delayed by the development of the Care Plan.

(b) The Tier 3 AMH practice must develop the Care Plan so that it is individualized and person-centered, using a collaborative approach including patient and family participation where possible.

(c) The Tier 3 AMH practice must incorporate findings from the Carolina Complete Care Needs Screening/risk scoring, practice-based risk stratification and Comprehensive Assessment with clinical knowledge of the patient into the Care Plan.

(d) The Tier 3 AMH practice must include, at a minimum, the following elements in the Care Plan:

i) Measurable patient (or patient and caregiver) goals
ii) Medical needs including any behavioral health and dental needs;
iii) Interventions, including medication management and adherence;
iv) Intended outcomes; and
Social, educational, and other services needed by the patient.

(e) The Tier 3 AMH practice must have a process to update each Care Plan as Member needs change and/or to address gaps in care; including, at a minimum, review and revision upon re-assessment.

(f) The Tier 3 AMH practice must have a process to document and store each Care Plan in the clinical system of record.

(g) The Tier 3 AMH practice must periodically evaluate the care management services provided to high-risk, high-need patients by the practice to ensure that services are meeting the needs of empaneled patients, and refine the care management services as necessary.

(h) The Tier 3 AMH practice must track empaneled patients' utilization in other venues covering all or nearly all hospitals and related facilities in their catchment area, including local emergency departments (EDs) and hospitals, through active access to an admissions, discharge, and transfer (ADT) data feed that correctly identifies when empaneled patients are admitted, discharged, or transferred to/from an emergency department or hospital in real time or near real time.

(i) The Tier 3 AMH practice or CIN must implement a systematic, clinically appropriate care management process for responding to certain high-risk ADT alerts (indicated below).

i) Real time (minutes/hours) response to outreach from EDs relating to patient care or admission/discharge decisions, for example arranging rapid follow up after an ED visit to avoid an admission.

ii) Same-day or next-day outreach for designated high-risk subsets of the population to inform clinical care, such as beneficiaries with special health care needs admitted to the hospital;

iii) Within a several-day period to address outpatient needs or prevent future problems for high risk patients who have been discharged from a hospital or ED (e.g., to assist with scheduling appropriate follow-up visits or medication reconciliations post discharge)

14.13.4 Tier 3 AMHs must be able to provide short-term, transitional care management along with medication reconciliation to all empaneled patients who have an emergency department (ED) visit or hospital admission / discharge / transfer and who are at risk of readmissions and other poor outcomes.

(a) The Tier 3 AMH practice must have a methodology or system for identifying patients in transition who are at risk of readmissions and other poor outcomes that considers all of the following:

i) Frequency, duration and acuity of inpatient, SNF and LTSS admissions or ED visits

ii) Discharges from inpatient behavioral health services, facility-based crisis services, non-hospital medical detoxification, medically supervised or alcohol drug abuse treatment center;

iii) NICU discharges;

iv) Clinical complexity, severity of condition, medications, risk score.

(b) For each patient in transition identified as high risk for admission or other poor outcome with transitional care needs, the Tier 3 AMH practice must assign a care manager who is accountable for transitional care management that goes beyond office-based clinical diagnosis and treatment and who has the minimum credentials of RN or LCSW.

(c) The Tier 3 AMH practice must include the following elements in transitional care management:

i) Ensuring that a care manager is assigned to manage the transition

ii) Facilitating clinical handoffs;

iii) Obtaining a copy of the discharge plan/summary;

iv) Conducting medication reconciliation;

v) Following-up by the assigned care manager rapidly following discharge;

vi) Ensuring that a follow-up outpatient, home visit or face to face encounter occurs; and

vii) Developing a protocol for determining the appropriate timing and format of such outreach.

14.13.5 Tier 3 AMH practices must use electronic data to promote care management.

(a) The Tier 3 AMH practice must receive claims data feeds (directly or via a CIN) and meet state-designated security standards for their storage and use.

15. Care Management for High-Risk Pregnancy. To the extent Participating Provider is a Local Health Department ("***LHD***") offering care management for high-risk pregnancy, this Section applies. Care Management for High-Risk Pregnancy refers to care management services provided to a subset of high-risk pregnant women by LHDs *(Section VII, M(4))*.

15.1 General Contracting Requirement. Participating Provider shall accept referrals from Carolina Complete for Care Management for High-Risk Pregnancy Services. Participating Provider shall comply with the requirements NC DHHS' Care Management for High-Risk Pregnancy Policy.

15.2 Care Management for High-Risk Pregnancy: Outreach. Participating Provider shall refer potentially Medicaid-eligible pregnant women for prenatal care and Medicaid eligibility determination, including promoting the use of presumptive eligibility determination and other strategies to facilitate early access to Medicaid coverage during pregnancy. Participating Provider shall contact patients identified as having a priority risk factor through claims data (Emergency Department utilization, antepartum hospitalization, utilization of Labor & Delivery triage unit) for referral to prenatal care and to engage in care management.

15.3 Care Management for High-Risk Pregnancy: Population Identification and Engagement. Participating Provider shall review and enter all pregnancy risk screenings received from Pregnancy Management Program providers covered by the pregnancy care managers into the designated care management documentation system within five (5) calendar days of receipt of risk screening forms. Participating Provider shall utilize risk screening data, patient self-report information and provider referrals to develop strategies to meet the needs of those patients at highest risk for poor pregnancy outcome. Participating Provider shall accept pregnancy care management referrals from non-Pregnancy Management Program prenatal care providers, community referral sources (such as Department of Social Services or WIC programs), patient self-referral, and provide appropriate assessment and follow up to those patients based on the level of need. Participating Provider shall review available Carolina Complete data reports identifying additional pregnancy risk status data, including regular, routine use of the Obstetric Admission, Discharge and Transfer (OB ADT) report, to the extent the OB ADT report remains available to Participating Provider. Participating Provider shall collaborate with out-of-county Pregnancy Management Program providers and Care Management for High-Risk Pregnancy teams to facilitate cross-county partnerships to ensure coordination of care and appropriate care management assessment and services for all patients in the target population.

15.4 Care Management for High-Risk Pregnancy: Assessment and Risk Stratification. Participating Provider shall conduct a prompt, thorough assessment by review of claims history and medical record, patient interview, case review with prenatal care provider and other methods, on all patients with one or more priority risk factors on pregnancy risk screenings and all patients directly referred for care management for level of need for care management support. Participating Provider shall utilize assessment findings, including those conducted by Carolina Complete to determine level of need for care management support. Participating Provider shall document assessment findings in the care management documentation system. Participating Provider shall ensure that assessment documentation is current throughout the period of time the care manager is working with the patient and should be continually updated as new information is obtained. Participating Provider shall assign case status based on level of patient need.

15.5 Care Management for High-Risk Pregnancy: Interventions. Participating Provider shall provide care management services in accordance with program guidelines, including condition-specific pathways, utilizing those interventions that are most effective in engaging patients and meeting their needs. This includes face-to-face encounters (practice visits, home visits, hospital visits, community encounters), telephone outreach, professional encounters and /or other interventions needed to achieve care plan goals. Participating Provider shall provide care management services based upon level of patient need as determined through ongoing assessment. Participating Provider shall develop patient-centered care plans, including appropriate goals, interventions and tasks. Participating Provider shall utilize NC Resource Platform and identify additional community resources once NC DHHS has certified it as fully functional. Participating Provider shall refer identified population to childbirth education, oral health, behavioral health or other needed services included in the Covered Person's Carolina Complete network. Participating Provider shall document all care management activity in the care management documentation system.

15.6 Care Management for High-Risk Pregnancy: Integration with Carolina Complete and Providers. Participating Provider shall assign a specific care manager to cover each Pregnancy Management Program provider within the county or serving residents of the county. Participating Provider shall ensure that an embedded or otherwise designated care manager has an assigned schedule indicating their presence within the Pregnancy Management Program. Participating Provider shall establish a cooperative working relationship and mutually-agreeable methods of patient-specific and other ongoing communication with the Pregnancy Management Program providers. Participating Provider shall establish and maintain effective communication strategies with Pregnancy Management Program providers and other key contacts within the practice within the county or serving residents of

the county. Participating Provider shall assure the assigned care manager participates in relevant Pregnancy Management Program meetings addressing care of patients in the target population. Participating Provider shall ensure awareness of Carolina Complete Covered Persons' "in network" status with providers when organizing referrals. Participating Provider shall ensure understanding of Carolina Complete's prior authorization processes relevant to referrals.

15.7 Care Management for High-Risk Pregnancy: Collaboration with Carolina Complete. Participating Provider shall work with Carolina Complete to ensure program goals are met. Participating Provider shall review and monitor Carolina Complete reports created for the Pregnancy Management Program and Care Management for High Risk Pregnancy services to identify individuals at greatest risk. Participating Provider shall communicate with Carolina Complete regarding challenges with cooperation and collaboration with Pregnancy Management Program and non-Pregnancy Management Program prenatal care providers. Participating Provider shall participate in pregnancy care management and other relevant meetings hosted by Carolina Complete.

15.8 Care Management for High-Risk Pregnancy: Training. Participating Provider shall ensure that pregnancy care managers and their supervisors attend pregnancy care management training offered by Carolina Complete and/or NC DHHS, including webinars, new hire orientation or other programmatic training. Participating Provider shall ensure that pregnancy care managers and their supervisors attend continuing education sessions coordinated by Carolina Complete and/or NC DHHS. Participating Provider shall ensure that pregnancy care managers and their supervisors pursue ongoing continuing education opportunities to stay current in evidence-based care management of pregnancy and postpartum women at risk for poor birth outcomes. Participating Provider shall ensure that pregnancy care managers and their supervisors utilize Motivational Interviewing and Trauma Informed Care techniques on an ongoing basis.

15.9 Care Management for High-Risk Pregnancy: Staffing.

(a) Participating Provider shall employ care managers meeting pregnancy care management competencies defined as having at least one of the following qualifications: registered nurse; or social worker with a bachelor's degree in social work (BSW, BA in SW, or BS in SW) or master's degree in social work (MSW, MA in SW, or MS in SW) from a Council on Social Work Education accredited social work degree program. Care Managers for High- Risk Pregnancy hired prior to September 1, 2011 without a bachelor's or master's degree in social work may retain their existing position; however, this grandfathered status does not transfer to any other position. Participating Provider shall ensure that Community Health workers for Care Manager for High-Risk Pregnancy services work under the supervision and direction of a trained care manager. Participating Provider shall include both registered nurses and social workers in order to best meet the needs of the Target Population with medical and psychosocial risk factors on their team. If the Participating Provider only has a single Care Manager for High-Risk Pregnancy, the Participating Provider shall ensure access to individual(s) to provide needed resources, consultation and guidance from the non-represented professional discipline. Participating Provider shall engage care managers who operate with a high level of professionalism and possess an appropriate mix of skills needed to work effectively with a pregnant population at high risk for poor birth outcome. This skill mix should reflect the capacity to address the needs of patients with both medically and socially complex conditions. Participating Provider shall establish staffing arrangements to ensure continuous service delivery through appropriate management of staff vacancies and extended absences, including following Carolina Complete /NC DHHS guidance about communication with Carolina Complete about any vacancies or extended staff absences and adhering to guidance about contingency planning to prevent interruptions in service delivery. Vacancies lasting longer than sixty (60) days shall be subject to additional oversight by Carolina Complete.

(b) Participating Provider shall ensure that Pregnancy Care Managers must demonstrate: (i) a high level of professionalism and possess appropriate skills needed to work effectively with a pregnant population at high risk for poor birth outcomes; (ii) proficiency with the technologies required to perform care management functions; (iii) motivational interviewing skills and knowledge of adult teaching and learning principles; (iv) ability to effectively communicate with families and providers; and (v) critical thinking skills, clinical judgment and problem-solving abilities.

(c) Participating Provider shall provide qualified supervision and support for pregnancy care managers to ensure that all activities are designed to meet performance measures, with supervision to include: (i) provision of program updates to care managers; (ii) daily availability for case consultation and caseload oversight; (iii) regular meetings with direct service care management staff; (iv) utilization of reports to actively assess individual care manager performance; and (v) compliance with all supervisory expectations delineated in the Care Management for High-Risk Pregnancy Program Manual.

16. Care Management for At-Risk Children. To the extent Participating Provider is a LHD offering care management for at-risk children, this Section applies. Care Management for At-Risk Children is care management services provided by to a subset of the Medicaid population ages 0-5 identified as being "high-risk" *(Section VII, M(5))*.

16.1 Care Management for At-Risk Children: General Requirements. Participating Provider shall accept referrals from Carolina Complete for children identified as requiring Care Management for At-Risk Children. Participating Providers shall comply with the requirements of NC DHHS' Care Management for At-Risk Children Policy.

16.2 Care Management for At-Risk Children: Outreach. Participating Provider shall educate patients, Advanced Medical Homes, other practices and community organizations about the benefits of the Care Management for At-Risk Children Program and target populations for referral; disseminate the Care Management for At-Risk Children Referral Form either electronically and/or in a paper version to potential referral sources. Participating Provider shall communicate regularly with the Advanced Medical Homes and other practice serving children, to ensure that children served by that medical home are appropriately identified for Care Management for At-Risk Children services. Participating Provider shall collaborate with out-of-county Advanced Medical Homes and other practices to facilitate cross-county partnerships to optimize care for patients who receive services from outside their resident county. Participating Provider shall identify or develop if necessary, a list of community resources available to meet the specific needs of the population. Participating Provider shall utilize the NC Resource Platform, when operational, and identify additional community resources and other supportive services once the platform has been fully certified by NC DHHS.

16.3 Care Management for At-Risk Children: Population Identification. Participating Provider shall use any claims-based reports and other information provided by Carolina Complete, as well as Care Management for At-Risk Children Referral Forms received to identify priority populations. Participating Provider shall establish and maintain contact with referral sources to assist in methods of identification and referral for the target population. Participating Provider shall communicate with the medical home and other primary care clinician about the Care Management for At-Risk Children target group and how to refer to the Care Management for At-Risk Children program.

16.4 Care Management for At-Risk Children: Family Engagement. Participating Provider shall involve families (or legal guardian when appropriate) in the decision-making process through a patient-centered, collaborative partnership approach to assist with improved self-care. Participating Provider shall foster self-management skill building when working with families of children. Participating Provider shall prioritize face-to-face family interactions (home visit, PCP office visit, hospital visit, community visit, etc.) over telephone interactions for children in active case status, when possible.

16.5 Care Management for At-Risk Children: Assessment and Stratification of Care Management Service Level. Participating Provider shall use the information gathered during the assessment process to determine whether the child meets the Care Management for At-Risk Children target population description. Participating Provider shall review and monitor Carolina Complete reports created for Care Management for At-Risk Children, along with the information obtained from the family, to assure the child is appropriately linked to preventive and primary care services and to identify individuals at risk. Participating Provider shall use the information gained from the assessment to determine the need for and the level of service to be provided.

16.6 Care Management for At-Risk Children: Plan of Care. Participating Provider shall provide information and/or education to meet families' needs and encourage self-management using materials that meet literacy standards. Participating Provider shall ensure children/families are well-linked to the child's Advanced Medical Home or other practice; provide education about the importance of the medical home. Participating Provider shall provide care management services in accordance with program guidelines, including condition-specific pathways, utilizing those interventions that are most effective in engaging patients, meeting their needs and achieving care plan goals. Participating Provider shall identify and coordinate care with community agencies/resources to meet the specific needs of the child; use any locally-developed resource list (including NC Resource Platform) to ensure families are well linked to resources to meet the identified need. Participating Provider shall provide care management services based upon the patient's level of need as determined through ongoing assessment.

16.7 Care Management for At-Risk Children: Integration with Carolina Complete and Providers. Participating Provider shall collaborate with Advanced Medical Home/PCP/care team to facilitate implementation of patient-centered plans and goals targeted to meet individual child's needs. Participating Provider shall ensure that changes in the care management level of care, need for patient support and follow up and other relevant updates (especially during periods of transition) are communicated to the Advanced Medical Home PCP and/or care team. Where care management is being provided by Carolina Complete and/or Advanced Medical Home practice in addition to the Care Management for At-Risk program, the Carolina Complete/AMH practice must explicitly agree on the delineation of responsibility and document that agreement in the child's Plan of Care to avoid duplication of services Participating Provider shall ensure that changes in the care management level of care, need for patient support and follow up and other relevant updates (especially during periods of transition) are communicated to the Advanced Medical home PCP and/or care team and to Carolina Complete. Participating Provider shall ensure awareness of Carolina Complete Covered Person's "in network" status with providers when organizing referrals. Participating Provider shall ensure understanding of Carolina Complete's prior authorization processes relevant to referrals.

16.8 Care Management for At-Risk Children: Service Provision. Participating Provider shall document all care management activities in the care management documentation system in a timely manner. Participating Provider shall ensure that the services provided by Care Management for At-Risk Children meet a specific need of the family and work collaboratively with the family and other service providers to ensure the services are provided as a coordinated effort that does not duplicate services.

16.9 Care Management for At-Risk Children: Training. Participating Provider shall participate in NC DHHS/ Carolina Complete-sponsored webinars, trainings and continuing education opportunities as provided. Participating Provider shall pursue ongoing continuing education opportunities to stay current in evidence-based care management of high risk children.

16.10 Care Management for At-Risk Children: Staffing.

(a) Participating Provider shall hire care managers meeting Care Management for At-Risk Children care coordination competencies and with at least one of the following qualifications: registered nurse; or social worker with a bachelor's degree in social work (BSW, BA in SW, or BS in SW) or master's degree in social work (MSW, MA in SW, or MS in SW) from a Council on Social Work Education accredited social work degree program. Non-degreed social workers cannot be the lead care manager providing Care Management for At-Risk Children even if they qualify as a Social Worker under the Office of State Personnel guidelines. Participating Provider shall engage care managers who operate with a high level of professionalism and possess an appropriate mix of skills needed to work effectively with high-risk children. This skill mix must reflect the capacity to address the needs of patients with both medically and socially complex conditions. Participating Provider shall ensure that the team of Care Management for At-Risk Children care managers shall include both registered nurses and social workers to best meet the needs of the target population with medical and psychosocial risk factors. If the Participating Provider has only has a single Care Management for At-Risk Children care manager, the Participating Provider shall ensure access to individual(s) to provide needed resources, consultation and guidance from the non-represented

professional discipline. Participating Provider shall maintain services during the event of an extended vacancy. In the event of an extended vacancy, Participating Provider shall complete and submit the vacancy contingency plan that describes how an extended staffing vacancy will be covered and the plan for hiring if applicable. Participating Provider shall establish staffing arrangements to ensure continuous service delivery through appropriate management of staff vacancies and extended absences, including following NC DHHS guidance regarding vacancies or extended staff absences and adhering to NC DHHS guidance about contingency planning to prevent interruptions in service delivery. Vacancies lasting longer than sixty (60) days will be subject to additional oversight. Participating Provider shall ensure that supervisors who carry a caseload must also meet the Care Management for At-Risk Children care management competencies and staffing qualifications. Participating Provider shall ensure that Community Health Workers and other unlicensed staff work under the supervision and direction of a trained Care Management for At-Risk Children Care Manager.

(b) Participating Provider shall ensure that Care Management for At-Risk Children Care Managers must demonstrate: (i) proficiency with the technologies required to perform care management functions – particularly as pertains to claims data review and care management documentation system; (ii) ability to effectively communicate with families and providers; (iii) critical thinking skills, clinical judgment and problem-solving abilities; and (iv) motivational interviewing skills, Trauma Informed Care, and knowledge of adult teaching and learning principles.

(c) Participating Provider shall provide qualified supervision and support for Care Management for At-Risk Children care managers to ensure that all activities are designed to meet performance measures, with supervision to include: (i) provision of program updates to care managers; (ii) daily availability for case consultation and caseload oversight; (iii) regular meetings with direct service care management staff; and (iv) utilization of monthly and on-demand reports to actively assess individual care manager performance.

17. N.C. Gen. Stat. Ch. 58 Requirements.

17.1 N.C. Gen. Stat. § 58-3-200(c), Coverage Determinations. If Carolina Complete or Payor determines that services, supplies or other items are Covered Services, Carolina Complete or Payor shall not subsequently retract its determination after such services have been provided, or reduce payments for such services furnished in reliance on such a determination, unless the determination was based on a material misrepresentation about the Covered Person's health condition that was knowingly made by the Covered Person or the provider of the service, supply or other item. *(Section VII, G (1)(x)(i)).*

17.2 N.C. Gen. Stat. § 58-3-227(h), Contract Negotiations. When offering a contract to a Health Care Provider, Carolina Complete or Payor shall make available to Health Care Provider its schedule of fees associated with the top 30 services or procedures most commonly billed by the class of Provider. Upon the request of the Health Care Provider, Carolina Complete or Payor shall also make available the full schedule of fees for services or procedures billed by that class of provider(s). If Health Care Provider requests fees for more than 30 services and procedures, Carolina Complete or Payor may require the Health Care Provider to specify the additional requested services and procedures and may limit the Health Care Provider's access to the additional schedule of fees to those associated with services and procedures performed by or reasonably expected to be performed by such Health Care Provider. *(Section VII, G(1)(x)(ii)).*

17.3 N.C. Gen. Stat. § 58-50-275(a)-(b), Notice Contact. Provider and Carolina Complete have set forth in the Agreement a "notice contact" provision listing the name or title and address of the person to whom all correspondence, including proposed Amendments and other notices, pertaining to the contractual relationship between the Parties shall be sent. Notwithstanding anything in the Agreement to the contrary, means for sending all notices provided under the Agreement is one or more of the following, calculated as (i) five business days following the date the notice is placed, first-class postage prepaid, in the United States mail; (ii) on the day the notice is hand delivered; (iii) for certified or registered mail, the date on the return receipt; or (iv) for commercial courier service, the date of delivery. Nothing in this section prohibits the use of an electronic medium for a communication other than an Amendment if agreed to by Carolina Complete and Provider (Section VII, G(1)(x)(iv)).

17.4 N.C. Gen. Stat. § 58-50-280(a)-(d), Proposed Amendment. Carolina Complete shall date, label "Amendment," sign, include an effective date, and send any proposed Amendment to this Agreement or this Attachment to the notice contact of Provider. Provider will have sixty (60) days from the date of receipt to object to the proposed Amendment in writing. If Provider fails to object in writing within such sixty (60) days, the Amendment will be effective. If Provider timely objects to a proposed Amendment in writing, then Carolina Complete may terminate the Agreement or this Attachment upon sixty (60) days' written notice to Provider. *(Section VII, G(1)(x)(v)).*

17.5 N.C. Gen. Stat. § 58-50-285 (a)-(b), Policies and Procedures. Carolina Complete or Payor shall provide a Health Care Provider with a copy of its policies and procedures prior to execution of a new or amended contract and annually to all Participating Providers. Such policies and procedures may be provided in hard copy, CD or other electronic format, and may also be provided by posting the policies and procedures on the Carolina Complete or Payor website. Such policies and procedures will not conflict with or override any term of a contract, including contract fee schedules. In the event of a conflict between a policy or procedure and the language in a contract, the contract language shall prevail. (Section VII, G(1)(x)(vi)).

17.6 N.C. Gen. Stat. § 58-51-37(d)-(e), Pharmacy Participation. To the extent Participating Provider is a pharmacy or pharmacist, this Section applies. Participating Provider shall not waive, discount, rebate, or distort a copayment or a Covered Person's portion of a prescription drug coverage or reimbursement. If Participating Provider provides a pharmacy service to a Covered Person that meets the terms and requirements of the Coverage Agreement, Participating Provider shall provide its pharmacy services to all Covered Persons covered by that Coverage Agreement on the same terms and requirements. A violation of the foregoing is a violation of the Pharmacy Practice Act subjecting the pharmacist to disciplinary authority of the North Carolina Board of Pharmacy. At least sixty (60) days before the effective date of a Payor providing reimbursement to North Carolina residents for prescription drugs, which restricts pharmacy participation, Carolina Complete or Payor shall notify, in writing, all pharmacies within the geographical coverage area of the Coverage Agreement and offer to the pharmacies the opportunity to participate under identical reimbursement terms for providing pharmacy services, including prescription drugs. Carolina Complete shall, through reasonable means, on a timely basis, and on regular intervals in order to effectuate the purposes of this section, inform the Covered Persons of the Coverage Agreement of the names and locations of pharmacies that are participating in the plan as providers of pharmacy services and prescription drugs. Additionally, participating pharmacies shall be entitled to announce their participation to their customers through a means acceptable to the pharmacy and Carolina Complete. The pharmacy notification provisions of this section do not apply when an individual or group is enrolled, but when Carolina Complete enters a particular county of the State. *(Section VII, G(1)(x)(vii)).*

18. Indian Health Care Providers. To the extent Participating Provider is an Indian Health Care Provider, Participating Provider shall execute and comply with the Medicaid Managed Care Addendum for Indian Health Care Providers. *(Section VII, H).*

19. Conflict of Interest. Participating Provider will comply with all applicable federal and state conflict of interest laws, including Section 1902(a)(4)(C) of the Social Security Act, 42 C.F.R. § 438.58, and N.C. Gen. Stat. §§ 108A-65 and 143B-139.6C. Participating Provider agrees that financial considerations will not influence decisions to provide medically appropriate care. Participating Provider shall abide by his or her professional obligations to patients and Covered Persons and will not take any actions that conflict with such obligations. *(Section V, A.9.i)*

20. Vaccines for Children Program. If Participating Provider is a Primary Care Provider who services Covered Persons under age 19, Participating Provider is encouraged to participate in the Vaccines for Children Program. If Participating Provider is a Primary Care Provider, Participating Provider will administer vaccines consistent with the AAP/Bright Future periodicity schedule. *(Section V, C(1)(c)(ix)* and *Section V, C(2)(v)(vii)).*

21. PCPs. If Participating Provider is a Primary Care Provider, Participating Provider will: (a) perform, during preventive service visits, and as necessary at any visit, oral health assessments, evaluations, prophylaxis and oral

hygiene counseling for children under twenty-one (21) years of age in accordance with the NC DHHS's Oral Health Periodicity Schedule; (b) refer infant Medicaid Covered Persons to a dentist or a dental professional working under the supervision of a dentist at age one (1), per the requirements of the NC DHHS's Oral Health Periodicity Schedule; and (c) include all of the following components in each medical screening: (i) routine physical examinations as recommended and updated by the American Academy of Pediatrics (AAP) "Guidelines for Health Supervision III" and described in "Bright Futures: Guidelines for Health Supervision of Infants, Children and Adolescents", screening for developmental delay at each visit through the 5th year and screening for Autistic Spectrum Disorders per AAP guidelines, (ii) comprehensive, unclothed physical examination, (iii) all appropriate immunizations, in accordance with the schedule for pediatric vaccines established by the Advisory Committee on Immunization Practices, (iv) laboratory testing (including blood lead screening appropriate for age and risk factors); and (e) health education and anticipatory guidance for both the child and caregiver. *(Section V, C.2.i).*

22. Behavioral Health Providers. If Participating Provider is a behavioral health provider, Participating Provider will coordinate with Primary Care Providers and specialists conducting EPSDT screenings. *(Section V, C.2.j).*

23. 340B Covered Entities. If Participating Provider is a 340B covered entity, the Participating Provider will: (a) submit National Council for Prescription Drug Programs (NCPDP) code "08" in Basis of Cost Determination field 423-DN or in Compound Ingredient Basis of Cost Determination field 490-UE at the point of sale to identify claims submitted for drugs purchased through the 340B program; (b) identify outpatient hospital and physician-administered drug claims submitted for drugs purchased through the 340B program using a UD modifier or other claim modifiers defined by the NC DHHS (42 C.F.R. § 438.3(s)(3)); (c) comply with the point of sale identification of drugs purchased through the 340B program (42 C.F.R. § 438.3(s)(3)); and (d) resubmit the claims with the appropriate NCPDP 340B claims identification codes when 340B claims are retroactively identified (42 C.F.R. § 438.3(s)(3)). *(Section V, C(3)(i)(v)).*

24. Exclusion. Participating Provider represents and warrants that he, she or it is not excluded from participation in federal health care programs under either section 1128 or 1128A of the Social Security Act. 42 C.F.R. § 438.610(b). Participating Provider will immediately notify Carolina Complete in writing upon any change regarding foregoing. *(Section V, D(2)(c)(iv)).*

25. High Level Clinical Setting Discharge. Participating Provider will notify Carolina Complete when a Covered Person in a high level clinical setting is being discharged. For the purpose of this section, a High Level Clinical Setting includes but is not limited to:

(a) Hospital/Inpatient acute care and long-term acute care
(b) Nursing Facility
(c) Adult Care Home
(d) Inpatient behavioral health services
(e) Facility-based crisis services for children
(f) Facility-based crisis services for adults
(g) ADATC

(Section V, D(2)(c)(xiv)).

26. Claim Submission. Participating Provider will not submit claim or encounter data for services covered by Medicaid managed care and Carolina Complete directly to the NC DHHS. *(Section V, D(2)(c)(xviii)).*

27. Provider Preventable Conditions. Participating Provider will comply with 42 C.F.R. § 438.3(g), which, at a minimum, means non-payment of provider-preventable conditions as well as appropriate reporting, as required by Carolina Complete. *(Section V, D(2)(d)(ii)).*

28. Program Integrity. Participating Provider: (a) will have compliance plans that meet the requirements of 42 C.F.R. § 438.608 and policies and procedures that meet the requirements of the Deficit Reduction Act of 2005; (b)

will have policies and procedures that recognize and accept Medicaid as "the payer of last resort"; and (c) is prohibited from billing Covered Persons for Covered Services any amount greater than would be owed if the Participating Provider provided the service directly as provided in 42 C.F.R. §§ 438.3(k) and 438.230(c)(1)-(2). *(Section V, D(2)(f); Section V, J(2)(b)(iii)(c)).*

29. No Auto-Enrollment in Other Products. Carolina Complete will not require individual practitioners, as a condition of contracting with it, to agree to participate or accept other products offered by the Carolina Complete nor will Carolina Complete automatically enroll the provider in any other product offered by it. This requirement does not apply to facility providers. *(Section V, D(2)(c) (viii))*

30. Grievance and Appeals. Carolina Complete shall handle appeals and grievances raised by Provider in connection with the Medicaid Product promptly, consistently, fairly, and in compliance with state and federal law and Department requirements, through an appeals and grievance system that is distinct from that offered to Covered Persons. Such appeals and grievance system, additional information about which is set forth in the Provider Manual, shall meet the requirements set forth below:

(a) Grievances. Carolina Complete will have a process in place to receive and resolve complaints or disputes with Provider, in a timely manner, where remedial action is not requested. Carolina Complete will accept and resolve Provider's grievances regarding Carolina Complete that are referred from the Department. Carolina Complete will make available to Provider a method for submitting grievances through Carolina Complete's provider portal.

(b) Appeals. Carolina Complete will offer Provider appeal rights as described in the State Contract and Provider Manual. Carolina Complete will provide written notice of Provider's right to appeal along with any notice of a decision giving rise to Provider's right to appeal. Carolina Complete will make available to Provider a method for submitting appeals through Carolina Complete's provider portal. Carolina Complete will accept a written request for an appeal from Provider within thirty (30) calendar days of the date on which (i) Provider received written notice from Carolina Complete of the decision giving rise to the right to appeal; or (ii) Carolina Complete should have taken a required action and failed to take such actions. Carolina Complete will acknowledge receipt of each appeal request within five (5) calendar days of receipt of the request, and will extend such timeframe by thirty (30) calendar days if Provider's request is for an appeal for good cause shown, as determined by Carolina Complete. Carolina Complete will consider the voluminous nature of required evidence/supporting documentation, and the appeal of an adverse quality decision, as good cause reasons to extend such timeframe. Provider shall exhaust Carolina Complete's internal appeals process before seeking recourse under any other process permitted by contract or law.

(c) Resolution of Appeal. Carolina Complete will establish a committee to review and make decisions on Provider's appeals, which committee will consist of at least three (3) qualified individuals who were not involved in the original decision, action, or inaction giving rise to the right to appeal, as well as an external peer reviewer when the issue on appeal involves whether the provider met the Objective Quality Standards. Carolina Complete will provide written notice of decision of the appeal (which notice shall include information regarding further appeal rights) within thirty (30) calendar days of receiving a complete appeal request, or if an extension is granted to the provider to submit additional evidence, the date on which all evidence is submitted to Carolina Complete. Provider may be represented by an attorney during the appeals process.

(d) Appeals of Suspension or Withhold of Provider Payment. In cases of the suspension or withholding of Provider payments, Carolina Complete will limit the issue on appeal to whether Carolina Complete had good cause to commence the withholding or suspension of payments to Provider; Carolina Complete will not address whether Provider has or has not committed fraud or abuse. Carolina Complete will offer Provider an in-person or telephone hearing when Provider is appealing whether Carolina Complete has good cause to withhold or suspend payments to Provider. Carolina Complete will schedule such hearing and issue a written decision regarding whether Carolina Complete had good cause to suspend or withhold payments within fifteen (15) business days of receiving Provider's appeal. Upon a finding that Carolina Complete did not have good cause to suspend or withhold payments, Carolina Complete will reinstate any payments that were withheld or suspended within five (5) business days. Carolina

Complete will pay interest and penalties for overturned denials, underpayments, or findings that it did not have good cause to suspend or withhold payment from the original Date of Payment, suspension, withhold or denial. *(Attachment G-1.q)*

31. Contract Amendments with Individual Providers. For the purposes of this Section 32 only, the following terms shall have the following definitions:

(i) "***Amendment***" shall mean any change to the terms of this Medicaid Product Attachment, including terms incorporated by reference, that modifies fee schedules. A change required by federal or State law, rule, regulation, administrative hearing, or court order is not an Amendment.

(ii) "***Contract***" shall mean this Agreement, which is an agreement between Carolina Complete and Provider for the provision of health care services by the provider on a preferred or in-network basis.

(iii) "***Health Benefit Plan***" shall mean a policy, certificate, contract, or plan as defined in N.C. Gen. Stat. §58-3-167.

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

(v) "***Insurer***" shall mean Carolina Complete (as otherwise defined herein), which is an entity as defined in N.C. Gen. Stat. §58-3-227(a)(4).

Insurer shall send any proposed Contract Amendment to the notice contact of Health Care Provider pursuant to N.C. Gen. Stat. §58-50-275. The proposed Amendment shall be dated, labeled "Amendment," signed by the Insurer, and include an effective date for the proposed Amendment. Health Care Provider receiving a proposed Amendment shall be given at least sixty (60) days from the date of receipt to object to the proposed Amendment. The proposed Amendment shall be effective upon Health Care Provider failing to object in writing within sixty (60) days. If Health Care Provider objects to a proposed Amendment, then the proposed Amendment is not effective and the initiating Insurer shall be entitled to terminate the Contract upon sixty (60) days written notice to Health Care Provider. Nothing in this Part prohibits Health Care Provider and Insurer from negotiating Contract terms that provide for mutual consent to an Amendment, a process for reaching mutual consent, or alternative notice contacts. *(Attachment G-1.x.iii)*

APPENDIX A TO SCHEDULE A GOVERNMENTAL PROGRAM REQUIREMENTS

Section VII Attachment M.2. Table 1: Required Preventive Services													
		Required for providers who serve the following age ranges (The age ranges are not displayed to the provider on this screen. The age ranges will be used in PEGA workflow for approval and verification purposes.)											
Reference Number	AMH Preventative Health Requirements	0 to 3	0 to 6	0 to 11	0 to 18	0 to 21	0 to 121	3 to 17	7 to 120	11 to 18	11 to 121	18 to 121	21 to 121
1	Adult Preventative and Ancillary Health Assessment						Y		Y		Y	Y	Y
2	Blood Lead Level Screening	Y	Y	Y	Y	Y	Y						
3	Cervical Cancer Screening (applicable to Females only)						Y		Y		Y	Y	Y
4	Diphtheria, Tetanus Pertussis Vaccine (DTaP)	Y	Y	Y	Y	Y	Y	Y					
5	Haemophilus Influenzae Type B Caccine Hib	Y	Y	Y	Y	Y	Y	Y					
6	Health Check Screening Assessment	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
7	Hearing		Y	Y	Y	Y	Y	Y	Y	Y	Y		
8&9	Hemoglobin or Hematocrit	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
10	Hepatitis B Vaccine	Y	Y	Y	Y	Y	Y	Y					
11	Inactivated Polio Vaccine (IPV)	Y	Y	Y	Y	Y	Y	Y					
12	Influenza Vaccine	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
13	Measles, Mumps, Rubella Vaccine (MMR)	Y	Y	Y	Y	Y	Y	Y					
14	Pneumococcal Vaccine	Y	Y	Y	Y	Y	Y	Y	Y		Y	Y	Y
15	Standardized Written Developmentai	Y	Y	Y	Y	Y	Y	Y					
16	Tetanus			Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
17	Tuberculin Testing (PPD Intradermal Injection/Mantoux Method)	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
18	Urinalysis								Y		Y	Y	Y
19	Varicella Vaccine	Y	Y	Y	Y	Y	Y	Y					
20	Vision Assessment		Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	

Attachment A: Medicaid

EXHIBIT 1
COMPENSATION SCHEDULE
ANCILLARY SERVICES
PUBLIC AMBULANCE

County of Rowan

This compensation schedule ("Compensation Schedule") sets forth the maximum reimbursement amounts for Covered Services provided by Contracted Providers to Covered Persons enrolled in a Medicaid Product. Where the Contracted Provider's tax identification number ("TIN") has been designated by the Payor as subject to this Compensation Schedule, Payor shall pay or arrange for payment of a Clean Claim for Covered Services rendered by the Contracted Provider according to the terms of, and subject to the requirements set forth in, the Agreement and this Compensation Schedule. Payment under this Compensation Schedule shall consist of the Allowed Amount as set forth herein less all applicable Cost-Sharing Amounts. All capitalized terms used in this Compensation Schedule shall have the meanings set forth in the Agreement, the applicable Product Attachment, or the Definitions section set forth at the end of this Compensation Schedule.

The compensation for ambulance Covered Services rendered to a Covered Person shall be the "Allowed Amount." Except as otherwise provided in this Compensation Schedule, the Allowed Amount for ambulance Covered Services is one hundred percent (100%) of base rates specified in the North Carolina Medicaid Managed Care Public Ambulance Provider Cost-Based Fee Schedule for Medicaid (as allowed under 42 CFR 438.6(c)(iii)(B)), unless the Payor and Contracted Provider have mutually agreed to an alternative reimbursement arrangement.

Additional Directed Payments. Carolina Complete shall make additional payments as directed and determined by NCDHB and approved by CMS.

Additional Provisions:

1. Code Change Updates. Payor utilizes nationally recognized coding structures (including, without limitation, revenue codes, CPT codes, HCPCS codes, ICD codes, national drug codes, ASA relative values, etc., or their successors) for basic coding and descriptions of the services rendered. Updates to billing-related codes shall become effective on the date ("Code Change Effective Date") that is the later of: (i) the first day of the month following sixty (60) days after publication by the governmental agency having authority over the applicable Product of such governmental agency's acceptance of such code updates, (ii) the effective date of such code updates as determined by such governmental agency or (iii) if a date is not established by such governmental agency or the applicable Product is not regulated by such governmental agency, the date that changes are made to nationally recognized codes. Such updates may include changes to service groupings. Claims processed prior to the Code Change Effective Date shall not be reprocessed to reflect any such code updates.

2. Fee Change Updates. Updates to the fee schedule shall become effective on the effective date of such fee schedule updates, as determined by the Payor ("Fee Change Effective Date"). The date of implementation of any fee schedule updates, i.e. the date on which such fee change is first used for reimbursement ("Fee Change Implementation Date"), shall be the later of: (i) the first date on which Payor is reasonably able to implement the update in the claims payment system; or (ii) the Fee Change Effective Date. Claims processed prior to the Fee Change Implementation Date shall not be reprocessed to reflect any updates to such fee schedule, even if service was provided after the Fee Change Effective Date.

3. Billing Requirements. Contracted Provider must bill HCPCS codes in addition to revenue code for services specified within this Compensation Schedule. Failure to submit a HCPCS code may result in a claim denial.

4. Date of Service Requirements. Contracted Provider is required to identify each date of service on claims for multiple dates of service.

5. Carve-Out Services. With respect to any "Carve-Out" Covered Services as contemplated in this Agreement, any payment arrangement entered into between Provider and a third party vendor of such services shall supersede compensation hereunder.

6. Payment under this Compensation Schedule. All payments under this Compensation Schedule are subject to the terms and conditions set forth in the Agreement, the Provider Manual and any applicable billing manual and claim processing policies.

Definitions:

1. **Allowed Amount** means the amount designated in this Compensation Schedule as the maximum amount payable to a Contracted Provider for any particular Covered Service provided to any particular Covered Person, pursuant to this Agreement or its Attachments.

2. **Allowable Charges** means a Contracted Provider's billed charges for services that qualify as Covered Services.

3. **Cost-Sharing Amounts** means any amounts payable by a Covered Person, such as copayments, cost-sharing, coinsurance, deductibles or other amounts that are the Covered Person's financial responsibility under the applicable Coverage Agreement, if applicable.

ROWAN COUNTY
NORTH CAROLINA
Be an original.

ROWAN COUNTY CONTRACT MEMORANDUM

TO: Aaron Church, Rowan County Manager
FROM: Teresa Sharpless
DEPT: Finance
DATE: July 1, 2021
SUBJECT: Revenue Contract - United Health Care

PURPOSE OF CONTRACT:

As part of the recent transition to NC Medicaid Managed Care, the State of NC has selected five (5) Managed Care Partners who will now administer the Medicaid program. Each NC EMS provider has to contract with these five (5) partners in order to receive payments for services provided to Medicaid recipients.

CONTRACT CERTIFICATION

By submitting this memorandum, I agree that I have:
1. Read and understand the terms of the contract.
2. To the best of my knowledge the terms, amount and activities surrounding this contract are compliant with North Carolina General Statutes, the Rowan County Purchasing Policy and any applicable regulations.
3. I have secured and attached in MUNIS the Certificate of Insurance.

[signature] 7/6/2021

Signature of Director **DATE**

Howden, James M

To: Sharpless, Teresa F.
Subject: RE: NC Medicaid Transformation Update

From: Kim Stanley <kim.stanley@emsbilling.com>
Sent: Wednesday, June 23, 2021 3:43 PM
To: Sharpless, Teresa F. <Teresa.Sharpless@rowancountync.gov>
Subject: FW: NC Medicaid Transformation Update

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report suspicious emails by clicking the **"Report Phish"** button.

Teresa,

Here is an email that I sent earlier this month that has the contracts attached. I bet this was sent to Derrick before you transitioned so I apologize.

I was told by Carolina Complete yesterday that we shouldn't use the attached template but should request a contract from them (that is the same language at the template) for tracking purposes.

The contact individuals for each plan are also listed on this email. You can request the contract, send redlines, etc. directly to those plans.

You can disregard the Modivcare and OneCall contracts as these are for non-emergency services. Also, the WellCare Community Paramedicine contract is optional. EMS may want input on whether they would like to participate in that program.

Let me know how I can help. You may also want to check in with the Health Departments as they may have signed a contract for each of the five PHPs that you would be covered under if you share the same Tax Id.

Thanks,

Kim Stanley, CAC
Chief Compliance Officer
Direct: 336.714.9091
Cell: 336.416.7216
Internal: ext. 140
Fax: 336.347.9715
Kim.Stanley@emsbilling.com

From: Kim Stanley
Sent: Wednesday, May 26, 2021 11:18 AM
To: Kim Stanley <Kim.Stanley@emsbilling.com>
Subject: FW: NC Medicaid Transformation Update

Good morning!

As you may know, a group of stakeholders that include government ambulance providers, hospital-based, private ambulance suppliers, an attorney that we have hired to represent the NC ambulance industry and EMS|MC have been meeting extensively with the DHHS, the five PHPs and the two non-emergency brokers to discuss the contracting status of NC ambulance suppliers for NC Medicaid.

Effective July 1, 2021, approximately 63% of the NC Medicaid population will transition from traditional Medicaid coverage to one of the five Prepaid Health Plans (PHP):

- AmeriHealth Caritas North Carolina, Inc.
- BCBS of North Carolina
- UnitedHealthcare of North Carolina, Inc.
- WellCare of North Carolina, Inc.
- Carolina Complete Health (Regions 3, 4 and 5)

The remaining population will continue to be billed to Traditional Medicaid, with the largest of this group being Dual Eligible (Medicare Primary/Medicaid Secondary).

Non-Emergency Brokers
If you provide non-emergency ambulance transportation, in addition to contracting with each of the above PHPs, the non-emergency Medicaid broker will seek a contract with you as well. The broker system will require a prior approval process for all non-emergency transports in which Medicaid is the primary payor. In order to continue to receive payment for Medicaid non-emergency services, a contract will be required for each of the brokers. If you do not provide non-emergency transports, you will not be required to contract with the brokers. EMS|MC can provide the number of NC Medicaid non-emergency transports that your agency provided in 2020.

The two non-emergency brokers are:
- ModivCare (formally Logisticare)
- One Call

Government/Municipal Agencies
During the transition to managed care, the current process for NC Medicaid Cost Reporting will no longer be applicable to claims paid by the PHPs and/or Brokers. All municipal agencies will transition to a Direct Payment system in which a calculated rate will be paid for all emergency and non-emergency services regardless of the level of service or number of mileage. EMS|MC can provide this calculation to you on an individual agency basis. In order to receive the higher Direct Payment, each agency will be required to contract with each of the PHPs and the Brokers by July 1, 2021. Keep in mind that the NC Medicaid Cost Report will be applicable to all claims submitted to Traditional Medicaid (those patients that did not transition to Managed Care).

Non-Governmental Agencies
The PHPs will typically contract at the current Medicaid Fee Schedule that will include the higher allowed amounts that were identified during the pandemic (5% increase) as well as the higher reimbursement for the non-emergency round trip services that was negotiated last year. A contract with the PHP will not be required in order for you to receive payment for emergency services; however, a contract will be required with the brokers in order to continue to receive payment for non-emergency services.

Franchise and State Regulations

We have worked with the PHPs and Brokers to define the various franchise agreements to ensure that the broker is contracting only with non-emergency ambulance providers franchised to provide point-to-point ambulance services in each individual county. In addition, we have educated DHHS and the plans on the state regulations that do not allow services such as stretcher vans. If you should see violations in these guidelines, these should be reported to the State Office of EMS or myself to ensure we have full adherence.

Credentialling
If you are a current NC Medicaid Provider, the provider demographics will be shared with each of the plans that will not require that you reenroll in the program. The current Medicaid Provider Number and NPI will transfer automatically to the plans for reimbursement.

Contracting by Tax Identification Number
There has been confusion of whether the PHPs may contract at the Tax Identification Number (TIN) or at the NPI level. For example, a Health Department that shares a TIN with the County EMS agency may have already contracted with the PHP that may include the County EMS system. Another example, a hospital-based EMS system may wish to contract with the PHP even if the hospital chooses not to contract with the PHP. Each of the PHPs have answered this question individually:

AmeriHealth – The ambulance providers are not required to be part of the county contract, even if they share a TIN with the another agency.
Carolina Complete – Our process is to have one Provider Participation Agreement for each unique Tax Id. The contract will consist of a base contract and an Exhibit that outlines the compensation and reimbursement schedule for each provider type.
Healthy Blue – Contracts are based on all providers using the same Tax-ID. The claims and reimbursement process will be based on the provider type as identified by the NPI.
United Healthcare – UHC does not require a single-county wide contract by TIN. Each ambulance provider will be offered an individual standalone contract even if they share a TIN.
Wellcare – For contracted agencies sharing a TIN, Wellcare will add an amendment to the existing contract to include the ambulance compensation and reimbursement schedule.

Community Paramedicine
Wellcare has issued a separate contract for Community Paramedicine that is an optional value-add service that is being offered by Wellcare exclusively. United Healthcare has alerted us that they may add ET3 type services to their contract in the near future. The other plans have been made aware of the types of Mobile Integrated Healthcare that exists in NC and have all expressed an interest in developing coverage policies in the future for these services.

Contracts
Attached are the most recent contract templates for each of the five PHPs and two Brokers. For municipal/government agencies, you will be required to contract with each of the PHPs to receive the Direct Payment. For both municipal and non-municipal agencies, and provide non-emergency services, you will be required to contract with each of the two brokers to continue to be reimbursed for those services. While we are still working with DHHS to approve an amendment to the contract that includes language regarding the direct payment process and medical necessity requirements, we felt the need to provide these contracts to you for review. The deadline for contracting is July 1, 2021 in order to ensure that we do not have any interruption in payment. Our advice at this time is to have your attorneys review these contracts carefully and submit any potential redlines to the plans individually. We will keep you informed when the amendment to the contract has been approved by DHHS. If you have already signed contracts with the PHPs, please be sure that EMS|MC receives a copy of the signed agreements for our records.

If you have questions regarding these contracts, would like to send redlines to the individual PHPs, the following contacts have been established with each PHP:

AmeriHealth – Annitta Taylor - annitta.taylor@amerihealthcaritasnc.com

Carolina Complete – troy.d.schilling@carolinacompletehealth.com, James.Appler@carolinacompletehealth.com
Healthy Blue –Katie Kindborg - katie.kindborg@healthybluenc.com
United Healthcare – Rebeca Oliva - rebeca_oliva@uhc.com
Wellcare – Heather Lowe - Heather.Lowe@wellcare.com

ModivCare Celeste.Crocker@modivcare.com
OneCall - Nicholas_LoPiccolo@onecallcm.com

Please reach out to me or your Strategic Account Manager if you have any questions.

Thanks,

Kim Stanley, CAC
Chief Compliance Officer
EMS Management & Consultants
PO Box 863
Lewisville, NC 27023
Direct: 336.714.9091
Cell: 336.416.7216
Internal: ext. 140
Fax: 336.347.9715
Kim.Stanley@emsbilling.com
Website | Facebook | LinkedIn



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Ancillary Provider Participation Agreement

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

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

i) _____ or

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

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

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

The parties therefore enter into this Agreement.

Article I.
Definitions

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

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

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

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

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

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

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

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

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

Article II.
Representations and Warranties

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

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

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

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

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

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

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

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the claim is a valid claim.

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

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

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

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

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

Article III.
Applicability of this Agreement

3.1 Facility's services.

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

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

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

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

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

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

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

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

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

Article IV.
Duties of Facility

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Facility will provide access to these records as follows:

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

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

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

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

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

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

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

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

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

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

Article V.
Duties of United and Payers

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

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

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

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

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

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

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

Article VI.
Submission, Processing, and Payment of Claims

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

iii) Payer's Payment Policies,

iv) inaccurate or incorrect claim processing,

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

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

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

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

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

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

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

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

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

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

Article VII.
Dispute Resolution

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

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

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

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

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

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

including but not limited to unlawfulness, invalidity or unenforceability.

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

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

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

This Article VII will survive any termination of this Agreement.

Article VIII.
Term and Termination

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

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

i) by mutual written agreement of the parties;

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

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

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

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

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

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

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

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

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

Article IX.
Miscellaneous Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____, as signed by its authorized representative:	*Address to be used for giving notice to Facility under this Agreement:*
Signature:	Street: 130 West Innes Street
Print Name: _____	City: Salisbury
Title: _____	State: NC Zip Code: 28144-4341
Date: _____	Email: Teresa.sharpless@rowancountync.gov

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

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

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Appendix 1
Facility Location and Service Listings

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

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

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

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

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

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Appendix 2
Benefit Plan Descriptions

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

-

- North Carolina Medicaid and CHIP Benefit Plans.

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

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

- Medicare and Medicaid Enrollees (MME) Benefit Plans.

- Benefit Plans for workers' compensation benefit programs other than those accessing a network administered by OneNet PPO, LLC.
- Benefit Plans for Medicare Select.
- Medicare Advantage Private Fee-For-Service Benefit Plans and Medicare Advantage Medical Savings Account Benefit Plans.
- Other Governmental Benefit Plans.

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

Section 3. Definitions:

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

MEDICARE:

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

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

MEDICAID, CHIP AND OTHER STATE PROGRAMS:

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

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

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

- **Other Governmental Benefit Plans** means Benefit Plans that are funded wholly or substantially by a state or district government or a subdivision of a state (such as a city or county), but do not include Benefit Plans for:

i) employees of a state government or a subdivision of a state and their dependents;
ii) students at a public university, college or school;
iii) employer-based coverage of private sector employees, even if the employer receives a government subsidy to help fund the coverage;
iv) Medicaid beneficiaries;
v) Children's Health Insurance Program (CHIP) beneficiaries; and
vi) Medicare and Medicaid Enrollees (MME).

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Additional Manuals Appendix

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

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

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

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

Table 1

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

Payment Appendix - NC Medicaid and CHIP

All Payer Fee Information Document: _____

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

_____

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

_____

ROWAN COUNTY
NORTH CAROLINA
Be an original.

ROWAN COUNTY CONTRACT MEMORANDUM

TO: Aaron Church, Rowan County Manager
FROM: Teresa Sharpless
DEPT: Finance
DATE: July 1, 2021
SUBJECT: Revenue Contract - Wellcare

PURPOSE OF CONTRACT:

As part of the recent transition to NC Medicaid Managed Care, the State of NC has selected five (5) Managed Care Partners who will now administer the Medicaid program. Each NC EMS provider has to contract with these five (5) partners in order to receive payments for services provided to Medicaid recipients.

CONTRACT CERTIFICATION

By submitting this memorandum, I agree that I have:
1. Read and understand the terms of the contract.
2. To the best of my knowledge the terms, amount and activities surrounding this contract are compliant with North Carolina General Statutes, the Rowan County Purchasing Policy and any applicable regulations.
3. I have secured and attached in MUNIS the Certificate of Insurance.

James Horsley — 7/6/2021

Signature of Director **DATE**

Howden, James M

To: Sharpless, Teresa F.
Subject: RE: NC Medicaid Transformation Update

From: Kim Stanley <kim.stanley@emsbilling.com>
Sent: Wednesday, June 23, 2021 3:43 PM
To: Sharpless, Teresa F. <Teresa.Sharpless@rowancountync.gov>
Subject: FW: NC Medicaid Transformation Update

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report suspicious emails by clicking the **"Report Phish"** button.

Teresa,

Here is an email that I sent earlier this month that has the contracts attached. I bet this was sent to Derrick before you transitioned so I apologize.

I was told by Carolina Complete yesterday that we shouldn't use the attached template but should request a contract from them (that is the same language at the template) for tracking purposes.

The contact individuals for each plan are also listed on this email. You can request the contract, send redlines, etc. directly to those plans.

You can disregard the Modivcare and OneCall contracts as these are for non-emergency services. Also, the WellCare Community Paramedicine contract is optional. EMS may want input on whether they would like to participate in that program.

Let me know how I can help. You may also want to check in with the Health Departments as they may have signed a contract for each of the five PHPs that you would be covered under if you share the same Tax Id.

Thanks,

Kim Stanley, CAC
Chief Compliance Officer
Direct: 336.714.9091
Cell: 336.416.7216
Internal: ext. 140
Fax: 336.347.9715
Kim.Stanley@emsbilling.com

From: Kim Stanley
Sent: Wednesday, May 26, 2021 11:18 AM
To: Kim Stanley <Kim.Stanley@emsbilling.com>
Subject: FW: NC Medicaid Transformation Update

Good morning!

As you may know, a group of stakeholders that include government ambulance providers, hospital-based, private ambulance suppliers, an attorney that we have hired to represent the NC ambulance industry and EMS|MC have been meeting extensively with the DHHS, the five PHPs and the two non-emergency brokers to discuss the contracting status of NC ambulance suppliers for NC Medicaid.

Effective July 1, 2021, approximately 63% of the NC Medicaid population will transition from traditional Medicaid coverage to one of the five Prepaid Health Plans (PHP):

- AmeriHealth Caritas North Carolina, Inc.
- BCBS of North Carolina
- UnitedHealthcare of North Carolina, Inc.
- WellCare of North Carolina, Inc.
- Carolina Complete Health (Regions 3, 4 and 5)

The remaining population will continue to be billed to Traditional Medicaid, with the largest of this group being Dual Eligible (Medicare Primary/Medicaid Secondary).

Non-Emergency Brokers
If you provide non-emergency ambulance transportation, in addition to contracting with each of the above PHPs, the non-emergency Medicaid broker will seek a contract with you as well. The broker system will require a prior approval process for all non-emergency transports in which Medicaid is the primary payor. In order to continue to receive payment for Medicaid non-emergency services, a contract will be required for each of the brokers. If you do not provide non-emergency transports, you will not be required to contract with the brokers. EMS|MC can provide the number of NC Medicaid non-emergency transports that your agency provided in 2020.

The two non-emergency brokers are:
- ModivCare (formally Logisticare)
- One Call

Government/Municipal Agencies
During the transition to managed care, the current process for NC Medicaid Cost Reporting will no longer be applicable to claims paid by the PHPs and/or Brokers. All municipal agencies will transition to a Direct Payment system in which a calculated rate will be paid for all emergency and non-emergency services regardless of the level of service or number of mileage. EMS|MC can provide this calculation to you on an individual agency basis. In order to receive the higher Direct Payment, each agency will be required to contract with each of the PHPs and the Brokers by July 1, 2021. Keep in mind that the NC Medicaid Cost Report will be applicable to all claims submitted to Traditional Medicaid (those patients that did not transition to Managed Care).

Non-Governmental Agencies
The PHPs will typically contract at the current Medicaid Fee Schedule that will include the higher allowed amounts that were identified during the pandemic (5% increase) as well as the higher reimbursement for the non-emergency round trip services that was negotiated last year. A contract with the PHP will not be required in order for you to receive payment for emergency services; however, a contract will be required with the brokers in order to continue to receive payment for non-emergency services.

Franchise and State Regulations

We have worked with the PHPs and Brokers to define the various franchise agreements to ensure that the broker is contracting only with non-emergency ambulance providers franchised to provide point-to-point ambulance services in each individual county. In addition, we have educated DHHS and the plans on the state regulations that do not allow services such as stretcher vans. If you should see violations in these guidelines, these should be reported to the State Office of EMS or myself to ensure we have full adherence.

Credentialling

If you are a current NC Medicaid Provider, the provider demographics will be shared with each of the plans that will not require that you reenroll in the program. The current Medicaid Provider Number and NPI will transfer automatically to the plans for reimbursement.

Contracting by Tax Identification Number

There has been confusion of whether the PHPs may contract at the Tax Identification Number (TIN) or at the NPI level. For example, a Health Department that shares a TIN with the County EMS agency may have already contracted with the PHP that may include the County EMS system. Another example, a hospital-based EMS system may wish to contract with the PHP even if the hospital chooses not to contract with the PHP. Each of the PHPs have answered this question individually:

AmeriHealth – The ambulance providers are not required to be part of the county contract, even if they share a TIN with the another agency.
Carolina Complete – Our process is to have one Provider Participation Agreement for each unique Tax Id. The contract will consist of a base contract and an Exhibit that outlines the compensation and reimbursement schedule for each provider type.
Healthy Blue – Contracts are based on all providers using the same Tax-ID. The claims and reimbursement process will be based on the provider type as identified by the NPI.
United Healthcare – UHC does not require a single-county wide contract by TIN. Each ambulance provider will be offered an individual standalone contract even if they share a TIN.
Wellcare – For contracted agencies sharing a TIN, Wellcare will add an amendment to the existing contract to include the ambulance compensation and reimbursement schedule.

Community Paramedicine

Wellcare has issued a separate contract for Community Paramedicine that is an optional value-add service that is being offered by Wellcare exclusively. United Healthcare has alerted us that they may add ET3 type services to their contract in the near future. The other plans have been made aware of the types of Mobile Integrated Healthcare that exists in NC and have all expressed an interest in developing coverage policies in the future for these services.

Contracts

Attached are the most recent contract templates for each of the five PHPs and two Brokers. For municipal/government agencies, you will be required to contract with each of the PHPs to receive the Direct Payment. For both municipal and non-municipal agencies, and provide non-emergency services, you will be required to contract with each of the two brokers to continue to be reimbursed for those services. While we are still working with DHHS to approve an amendment to the contract that includes language regarding the direct payment process and medical necessity requirements, we felt the need to provide these contracts to you for review. The deadline for contracting is July 1, 2021 in order to ensure that we do not have any interruption in payment. Our advice at this time is to have your attorneys review these contracts carefully and submit any potential redlines to the plans individually. We will keep you informed when the amendment to the contract has been approved by DHHS. If you have already signed contracts with the PHPs, please be sure that EMS|MC receives a copy of the signed agreements for our records.

If you have questions regarding these contracts, would like to send redlines to the individual PHPs, the following contacts have been established with each PHP:

AmeriHealth – Annitta Taylor - annitta.taylor@amerihealthcaritasnc.com

Carolina Complete – troy.d.schilling@carolinacompletehealth.com, James.Appler@carolinacompletehealth.com
Healthy Blue –Katie Kindborg - katie.kindborg@healthybluenc.com
United Healthcare – Rebeca Oliva - rebeca_oliva@uhc.com
Wellcare – Heather Lowe - Heather.Lowe@wellcare.com

ModivCare Celeste.Crocker@modivcare.com
OneCall - Nicholas_LoPiccolo@onecallcm.com

Please reach out to me or your Strategic Account Manager if you have any questions.

Thanks,

Kim Stanley, CAC
Chief Compliance Officer
EMS Management & Consultants
PO Box 863
Lewisville, NC 27023
Direct: 336.714.9091
Cell: 336.416.7216
Internal: ext. 140
Fax: 336.347.9715
Kim.Stanley@emsbilling.com
Website | Facebook | LinkedIn

Notice of Confidentiality: This transmission contains information that may be confidential and may also be privileged. Unless you are the intended recipient of the message (or authorized to receive it for the intended recipient), you may not copy, forward, or otherwise use it, or disclose its contents to anyone else. Please be aware that email communication can be intercepted in transmission or misdirected. If you have received this transmission in error, please notify us immediately at HIPAAcompliance@emsbilling.com and delete it from your system.

PARTICIPATING PROVIDER AGREEMENT

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

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

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

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

ARTICLE I - DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II - PRODUCTS AND SERVICES

2.1. Contracted Providers. Provider shall, and shall cause each Contracted Provider, to comply with and abide by the agreements, representations, warranties, acknowledgements, certifications, terms and conditions of this

Agreement (including the provisions of Schedule A that are applicable to Provider, a Contracted Provider, or their services, and any other Attachments), and the Provider Manual, and fulfill all of the duties, responsibilities and obligations imposed on Provider and Contracted Providers under this Agreement (including each Attachment), and the Provider Manual, in each case, to the same extent as if the Contracted Providers were parties hereto. Provider shall be responsible for any breach of this Agreement by any Contracted Provider.

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

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

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

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

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

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

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

Persons, within the scope of the Contracted Provider's license and in accordance with generally accepted standards of the Contracted Provider's practice and business and in accordance with the provisions of this Agreement, the Provider Manual, and Regulatory Requirements.

2.4. Provider Manual; Policies and Procedures. Provider and Contracted Providers shall at all times cooperate and comply with the requirements, policies, programs and procedures ("Policies") of Company and Payor, which may be described in the Provider Manual and include, but are not limited to, the following: credentialing criteria and requirements; notification requirements; medical management programs; claims and billing, quality assessment and improvement, utilization review and management, disease management, case management, on-site reviews, referral and prior authorization, and grievance and appeal procedures; coordination of benefits and third party liability policies; carve-out and third party vendor programs; and data reporting requirements. The failure to comply with such Policies could result in a denial or reduction of payment to the Provider or Contracted Provider or a denial or reduction of the Covered Person's benefits. Such Policies do not in any way affect or remove the obligation of Contracted Providers to render care. WellCare shall make the Provider Manual available to Provider and Contracted Providers via one or more designated websites or alternative means as promptly as possible following WellCare's receipt of any and all necessary regulatory review and approval thereof (whether by the North Carolina Department of Health and Human Services, the North Carolina Division of Health Benefits or otherwise); provided, however, that in no event shall WellCare be required to make the Provider Manual available earlier than one hundred and twenty (120) days prior to North Carolina's effective date of the Medicaid managed care program. Upon Provider's reasonable request, WellCare shall provide Provider with a written copy of the Provider Manual. In the event of a material change to the Provider Manual, WellCare will provide Provider with at least sixty (60) days' advance written notice of such change. Such notice may be given by WellCare through a periodic provider newsletter, an update to the on-line Provider Manual, or any other written method (electronic or paper).

2.5. Credentialing Criteria. Provider and each Contracted Provider shall complete Company's and/or Payor's credentialing and/or recredentialing process as required by Company's and/or Payor's credentialing Policies, and shall at all times during the term of this Agreement meet all of Company's and/or Payor's credentialing criteria. Provider and each Contracted Provider represents, warrants and agrees: (a) that it is currently, and for the duration of this Agreement shall remain: (i) in compliance with all applicable Regulatory Requirements, including licensing laws; (ii) if applicable, accredited by The Joint Commission or the American Osteopathic Association; and (iii) a Medicare participating provider under the federal Medicare program or eligible to enroll as a Medicare participating provider under the federal Medicare program and a Medicaid participating provider under applicable federal and State laws; and (b) that all Contracted Providers and all employees and contractors thereof will perform their duties in accordance with all Regulatory Requirements, as well as applicable national, State and local standards of professional ethics and practice. No Contracted Provider shall provide Covered Services to Covered Persons or identify itself as a Participating Provider unless and until the Contracted Provider has been notified, in writing, by Company that such Contracted Provider has successfully completed Company's credentialing process.

2.6. Eligibility Determinations. Provider or Contracted Provider shall timely verify whether an individual seeking Covered Services is a Covered Person. Company or Payor, as applicable, will make available to Provider and Contracted Providers a method, whereby Provider and Contracted Providers can obtain, in a timely manner, general information about eligibility and coverage. Company or Payor, as applicable, does not guarantee that persons identified as Covered Persons are eligible for benefits or that all services or supplies are Covered Services. If Company, Payor or its delegate determines that an individual was not a Covered Person at the time services were rendered, such services shall not be eligible for payment under this Agreement. In addition, Company will use reasonable efforts to include or contractually require Payors to clearly display Company's name, logo or mailing address (or other identifier(s) designated from time to time by Company) on each membership card.

2.7. Referral and Preauthorization Procedures. Provider and Contracted Providers shall comply with referral and preauthorization procedures adopted by Company and or Payor, as applicable, prior to referring a Covered Person to any individual, institutional or ancillary health care provider. Except as required by applicable law, failure of Provider and Contracted Providers to follow such procedures may result in denial of payment for unauthorized treatment. Unless otherwise expressly authorized in writing by Company or Payor, Provider and

Contracted Providers shall refer Covered Persons only to Participating Providers to provide the Covered Service for which the Covered Person is referred.

2.8. Treatment Decisions. No Company or Payor shall be liable for, or exercise control over, the manner or method by which a Contracted Provider provides items or services under this Agreement. Provider and Contracted Providers understand that determinations of Company or Payor that certain items or services are not Covered Services or have not been provided or billed in accordance with the requirements of this Agreement or the Provider Manual are administrative decisions only. Such decisions do not absolve the Contracted Provider of its responsibility to exercise independent judgment in treatment decisions relating to Covered Persons. Nothing in this Agreement (i) is intended to interfere with Contracted Provider's relationship with Covered Persons, or (ii) prohibits or restricts a Contracted Provider from disclosing to any Covered Person any information that the Contracted Provider deems appropriate regarding health care quality, medical treatment decisions or alternatives.

2.9. Carve-Out Vendors. Provider acknowledges that Company may, during the term of this Agreement, carve-out certain Covered Services from its general provider contracts, including this Agreement, for one or more Products as Company deems necessary or appropriate. Provider and Contracted Providers shall cooperate with and, when medically appropriate, utilize all third party vendors designated by Company for those Covered Services identified by Company from time to time for a particular Product.

2.10. Disparagement Prohibition. Provider, each Contracted Provider and the officers of Company (each a "Non-Disparagement Party") shall not disparage any other Non-Disparagement Party during the term of this Agreement or in connection with any expiration, termination or non-renewal of this Agreement. Neither Provider nor Contracted Provider shall interfere with Company's direct or indirect contractual relationships including, but not limited to, those with Covered Persons or other Participating Providers. Nothing in this Agreement should be construed as limiting the ability of WellCare, Company, Provider or a Contracted Provider to inform Covered Persons that this Agreement has been terminated or otherwise expired or, with respect to Provider, to promote Provider to the general public or to post information regarding other WellCares consistent with Provider's usual procedures, provided that no such promotion or advertisement is specifically directed at one or more Covered Persons. In addition, nothing in this provision should be construed as limiting any Non-Disparagement Party's ability to use and disclose information and data obtained from or about another Non-Disparagement Party, including this Agreement, to the extent determined reasonably necessary or appropriate by such Non-Disparagement Party in connection with its efforts to comply with Regulatory Requirements and to communicate with regulatory authorities.

2.11. Nondiscrimination. Provider and each Contracted Provider will provide Covered Services to Covered Persons without discrimination on account of race, sex, sexual orientation, age, color, religion, national origin, place of residence, health status, type of Payor, source of payment (e.g., Medicaid generally or a State-specific health care program), physical or mental disability or veteran status, and will ensure that its facilities are accessible as required by Title III of the Americans With Disabilities Act of 1991. Provider and Contracted Providers recognize that, as a governmental contractor, Company or Payor may be subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action, which also may be applicable to subcontractors, and Provider and each Contracted Provider agree to comply with such requirements as described in any applicable Attachment.

2.12. Notice of Certain Events. Provider shall give written notice to WellCare and Payor of: (i) any event of which notice must be given to a licensing or accreditation agency or board; (ii) any change in the status of Provider's or a Contracted Provider's license; (iii) termination, suspension, exclusion or voluntary withdrawal of Provider or a Contracted Provider from any state or federal health care program, including but not limited to Medicaid; or (iv) any final adverse determinations in connection with a lawsuit or claim filed or asserted against Provider or a Contracted Provider alleging professional malpractice involving a Covered Person. In any instance described in subsection (i)-(iii) above, Provider must notify WellCare and Payor in writing within 10 days, and in any instance described in subsection (iv) above, Provider must notify WellCare and Payor in writing within 30 days, from the date it first obtains knowledge of any such final adverse determination.

2.13. Use of Name. Provider and each Contracted Provider hereby authorizes each Company and/or Payor to use their respective names, telephone numbers, addresses, specialties, certifications, hospital affiliations (if any), and other descriptive characteristics of their facilities, practices and services for the purpose of identifying the Contracted Providers as "Participating Providers" in the applicable Products. Provider and Contracted Providers may only use the name of the applicable Company or Payor for purposes of identifying the Products in which they participate, and may not use the registered trademark or service mark of Company or Payor without prior written consent.

2.14. Compliance with Regulatory Requirements. Provider, each Contracted Provider and Company agree to carry out their respective obligations under this Agreement and the Provider Manual in accordance with all applicable Regulatory Requirements, including, but not limited to, the requirements of the Health Insurance Portability and Accountability Act, as amended, and any regulations promulgated thereunder. If, due to Provider's or Contracted Provider's noncompliance with applicable Regulatory Requirements or this Agreement, sanctions or penalties are imposed on Company, Company may, in its sole discretion, offset such amounts against any amounts due Provider or Contracted Providers from any Company or require Provider or the Contracted Provider to reimburse Company for such amounts.

2.15. Program Integrity Required Disclosures. Provider agrees to furnish to WellCare complete and accurate information necessary to permit Company to comply with the collection of disclosures requirements specified in 42 C.F.R. Part 455 Subpart B or any other applicable State or federal requirements, within such time period as is necessary to permit Company to comply with such requirements. Such requirements include but are not limited to: (i) 42 C.F.R. §455.105, relating to (a) the ownership of any subcontractor with whom Provider has had business transactions totaling more than $25,000 during the 12-month period ending on the date of the request and (b) any significant business transaction between Provider and any wholly owned supplier or subcontractor during the five (5) year period ending on the date of the request; (ii) 42 C.F.R. §455.104, relating to individuals or entities with an ownership or controlling interest in Provider; and (iii) 42 C.F.R. §455.106, relating to individuals with an ownership or controlling interest in Provider, or who are managing employees of Provider, who have been convicted of a crime.

ARTICLE III - CLAIMS SUBMISSION, PROCESSING, AND COMPENSATION

3.1. Claims or Encounter Data Submission. As provided in the Provider Manual and/or Policies, Contracted Providers shall submit to Payor or its delegate claims for payment for Covered Services rendered to Covered Persons. Contracted Provider shall submit encounter data to Payor or its delegate in a timely fashion, which must contain patient data and identifying information, diagnosis and service codes, and provider identifiers, if and as required in the Provider Manual. Payor or its delegate reserves the right to deny payment to the Contracted Provider if the Contracted Provider fails to submit claims for payment or encounter data in accordance with the Provider Manual and/or Policies.

3.2. Compensation. The compensation for Covered Services provided to a Covered Person ("Compensation Amount") will be the appropriate amount under the applicable Compensation Schedule in effect on the date of service for the Product in which the Covered Person participates. Subject to the terms of this Agreement and the Provider Manual, Provider and Contracted Providers shall accept the Compensation Amount as payment in full for the provision of Covered Services. Subject to the terms of this Agreement, Payor shall pay or arrange for payment of each Clean Claim received from a Contracted Provider for Covered Services provided to a Covered Person in accordance with the applicable Compensation Amount less any applicable copayments, cost-sharing or other amounts that are the Covered Person's financial responsibility under the applicable Coverage Agreement. Unless Company provides prior written approval to Provider, Provider shall make arrangements for and only accept Compensation Amounts by way of electronic funds transfer via the automated clearing house network (EFT-ACH).

3.3. Financial Incentives. The Parties acknowledge and agree that nothing in this Agreement shall be construed to create any financial incentive for Provider or a Contracted Provider to withhold Covered Services.

3.4. Hold Harmless. Provider and each Contracted Provider agree that in no event, including but not limited to non-payment by a Payor, a Payor's insolvency, or breach of this Agreement, shall Provider or a Contracted Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Covered Person or person acting on the Covered Person's behalf, other than Payor, for Covered Services provided under this Agreement. This provision shall not prohibit collection of any applicable copayments, cost-sharing or other amounts that are the Covered Person's financial responsibility under the applicable Coverage Agreement. This provision survives termination or expiration of this Agreement for any reason, will be construed for the benefit of Covered Persons, and supersedes any oral or written agreement entered into between Provider or a Contracted Provider and a Covered Person.

3.5. Recovery Rights. Payor or its delegate shall have the right to immediately offset or recoup any and all amounts owed by Provider or a Contracted Provider to Payor or Company against amounts owed by the Payor or Company to the Provider or Contracted Provider following not less than thirty (30) days' advance written notice to Provider. Such notice will be accompanied by adequate specific information to identify the specific claim and the specific reason for the offset or recoupment. All offsets or recoupments will be made within the two (2) years after the date of the original claim payment unless Payor has a reasonable belief of fraud or other intentional misconduct by Provider, Contracted Provider or their respective agents or the claim involves the receipt of payment for the same service from a government payor. Provider and Contracted Providers agree that all recoupment and any offset rights under this Agreement will constitute rights of recoupment authorized under State or federal law and that such rights will not be subject to any requirement of prior or other approval from any court or other government authority that may now have or hereafter have jurisdiction over Provider or a Contracted Provider. If the recoupment is standard in scope, then Payor or its delegate may immediately offset any and all overpayments or payments made in error without prior notice to Provider. "Standard" means those overpayments or payments made in error that are discovered by Payor or its delegate on an individual account review basis. If the recoupment is non-standard in scope, then Payor or its delegate will provide written or electronic notice to Provider before using an offset as a means to recover an overpayment, and will not implement the offset if, within thirty (30) days after the date of the notice, Provider refunds the overpayment or initiates an appeal. The written or electronic notice from the Payor or its delegate shall explain the reason and calculation of the overpayment or payment made in error. "Non-standard" means those overpayments or payments made in error that are discovered by Payor or its delegate during an audit that is being conducted to correct a systemic error. Appeals shall be made pursuant to procedures set forth in the Policies and/or Provider Manual.

ARTICLE IV - RECORDS AND INSPECTIONS

4.1. Records. Each Contracted Provider shall maintain medical, financial and administrative records related to items or services provided to Covered Persons, including but not limited to a complete and accurate permanent medical record for each such Covered Person, in such form and detail as are required by applicable Regulatory Requirements and consistent with generally accepted medical standards.

4.2. Access. Provider and each Contracted Provider shall provide access to their respective books and records to each of the following, including any delegate or duly authorized agent thereof, subject to applicable Regulatory Requirements: (i) Company and Payor, during regular business hours and upon prior notice; (ii) appropriate State and federal authorities, to the extent such access is necessary to comply with Regulatory Requirements; and (iii) accreditation organizations, to the extent such access is necessary for WellCare to maintain or apply for certain accreditations, as applicable. Provider and each Contracted Provider shall provide copies of such records at no expense to any of the foregoing that may make such request. Each Contracted Provider also shall obtain any authorization or consent that may be required from a Covered Person in order to release medical records and information to Company or Payor or any of their delegates. Company and Payor agree to limit the number of copies of records requested of Provider and each Contracted Provider to the minimum necessary to satisfy the applicable obligation. Provider and each Contracted Provider shall cooperate in and allow on-site inspections of its, his or her facilities and records by any Company, Payor, their delegates, any authorized government officials, and accreditation organizations. Provider and each Contracted Provider shall compile information necessary for the expeditious completion of such on-site inspection in a timely manner.

4.3. Record Transfer. Subject to applicable Regulatory Requirements, each Contracted Provider shall cooperate in the timely transfer of Covered Persons' medical records to any other health care provider, at no charge and when required.

ARTICLE V - INSURANCE AND INDEMNIFICATION

5.1. Insurance. During the term of this Agreement and for any applicable continuation period as set forth in Section 7.3 of this Agreement, Provider and each Contracted Provider shall maintain policies of general and professional liability insurance and other insurance necessary to insure Provider and such Contracted Provider, respectively; their respective employees; and any other person providing services hereunder on behalf of Provider or such Contracted Provider, as applicable, against any claim(s) of personal injuries or death alleged to have been caused or caused by their performance under this Agreement. Such insurance shall include, but not be limited to, any "tail" or prior acts coverage necessary to avoid any gap in coverage. Insurance shall be through a licensed carrier acceptable to WellCare, and in a minimum amount of $1,000,000 per occurrence, and $3,000,000 annual aggregate unless a lesser amount is accepted by WellCare or where State law mandates otherwise. Provider and each Contracted Provider will provide WellCare with at least 15 days prior written notice of cancellation, non-renewal, lapse, or adverse material modification of such coverage. Upon WellCare's request, Provider and each Contracted Provider will furnish WellCare with evidence of such insurance.

5.2. Indemnification by Provider and Contracted Provider. Provider and each Contracted Provider shall indemnify and hold harmless (and at WellCare's request defend) Company, Payor and each of their respective officers, directors, agents, and employees from and against any and all claims for any loss, damages, liability, costs, or expenses (including reasonable attorney's fees) judgments or obligations (collectively, "Losses") arising from or relating to any negligence, wrongful act or omission, or breach of this Agreement by Provider, a Contracted Provider, or any of their respective officers, directors, agents or employees.

5.3. Indemnification by WellCare. WellCare agrees to indemnify and hold harmless (and at Provider's request (as applicable) defend) Provider, Contracted Providers, and each of their respective officers, directors, agents and employees from and against any and all Losses arising from or relating to any negligence, wrongful act or omission or breach of this Agreement by Company or its directors, officers, agents or employees.

ARTICLE VI - DISPUTE RESOLUTION

6.1. Informal Dispute Resolution. Any dispute between Provider and/or a Contracted Provider, as applicable (the "Provider Party"), and WellCare and/or Company, as applicable (including any Company acting as Payor) (the "Administrator Party"), with respect to or involving the performance under, termination of, or interpretation of this Agreement, or any other claim or cause of action hereunder, whether sounding in tort, contract or under statute (a "Dispute") shall first be addressed by exhausting the applicable procedures in the Provider Manual pertaining to claims payment, credentialing, utilization management, or other programs. If, at the conclusion of these applicable procedures, the Dispute is not resolved to satisfaction of the Provider Party and the Administrator Party, or if there are no applicable procedures in the Provider Manual, then the Provider Party and the Administrator Party shall engage in a period of good faith negotiations between their designated representatives who have authority to settle the Dispute, which negotiations may be initiated by either the Provider Party or the Administrator Party upon written request to the other, provided such request takes place within 1 year of the date on which the requesting party first had, or reasonably should have had, knowledge of the event(s) giving rise to the Dispute. If the Dispute has not been resolved within 60 days of such request, either the Provider Party or the Administrator Party may, as its sole and exclusive forum for the litigation of the Dispute or any part thereof, initiate arbitration pursuant to Section 6.2 below by providing written notice to the other party.

6.2. Arbitration. If either the Provider Party or the Administrator Party wishes to pursue the Dispute as provided in Section 6.1, such party shall submit it to binding arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). In no event may any arbitration be initiated

more than 1 year following, as applicable, the end of the 60 day negotiation period set forth in Section 6.1, or the date of notice of termination. Arbitration proceedings shall be conducted by an arbitrator chosen from the National Healthcare Panel at a mutually agreed upon location within the State. The arbitrator shall not award any punitive or exemplary damages of any kind, shall not vary or ignore the provisions of this Agreement, and shall be bound by controlling law. The Parties and the Contracted Providers, on behalf of themselves and those that they may now or hereafter represent, agree to and do hereby waive any right to pursue, on a class basis, any Dispute. Each of the Provider Party and the Administrator Party shall bear its own costs and attorneys' fees related to the arbitration except that the AAA's Administrative Fees, all Arbitrator Compensation and travel and other expenses, and all costs of any proof produced at the direct request of the arbitrator shall be borne equally by the applicable parties, and the arbitrator shall not have the authority to order otherwise. The existence of a Dispute or arbitration proceeding shall not in and of itself constitute cause for termination of this Agreement. Except as hereafter provided, during an arbitration proceeding, each of the Provider Party and the Administrator Party shall continue to perform its obligations under this Agreement pending the decision of the arbitrator. Nothing herein shall bar either the Provider Party or the Administrator Party from seeking emergency injunctive relief to preclude any actual or perceived breach of this Agreement, although such party shall be obligated to file and pursue arbitration at the earliest reasonable opportunity. Judgment on the award rendered may be entered in any court having jurisdiction thereof. Nothing contained in this Article VI shall limit a Party's right to terminate this Agreement with or without cause in accordance with Section 7.2.

ARTICLE VII - TERM AND TERMINATION

7.1. Term. This Agreement is effective as of the Effective Date, and will, subject to Section 7.1.2 of this Agreement, remain in effect for an initial term ("Initial Term") of three (3) year(s), after which it will automatically renew for successive terms of one (1) year each (each a "Renewal Term"), unless this Agreement is sooner terminated as provided in this Agreement or either Party gives the other Party written notice of non-renewal of this Agreement not less than one hundred eighty (180) days prior to the end of the then-current term. In addition, either Party may elect to not renew a Contracted Provider's participation as a Participating Provider in a particular Product for the next Renewal Term, by giving Provider written notice of such non-renewal not less than one hundred eighty (180) days prior to the, as applicable, last day of the Initial Term or applicable Renewal Term; in such event, Provider shall immediately notify the affected Contracted Provider of such non-renewal. Termination of any Contracted Provider's participation in a particular Product will not have the effect of terminating either this Agreement or the Contracted Provider's participation in any other Product in which the Contract Provider participates under this Agreement.

7.2. Termination. This Agreement, or the participation of Provider or a Contracted Provider as a Participating Provider in one or more Products, may be terminated or suspended as set forth below.

7.2.1. Upon Notice. This Agreement may be terminated by either Party giving the other Party at least 120 days prior written notice of such termination. The participation of any Contracted Provider as a Participating Provider in a Product may be terminated by either Party giving the other Party at least 120 days prior written notice of such termination; in such event, Provider shall immediately notify the affected Contracted Provider of such termination.

7.2.2. With Cause. This Agreement, or the participation of any Contracted Provider as a Participating Provider in one or more Products under this Agreement, may be terminated by either Party giving at least 90 days prior written notice of termination to the other Party if such other Party (or the applicable Contracted Provider) is in breach of any material term or condition of this Agreement and such other Party (or the Contracted Provider) fails to cure the breach within the 60 day period immediately following the giving of written notice of such breach. Any notice given pursuant to this Section 7.2.2 must describe the specific breach. In the case of a termination of a Contracted Provider, Provider shall immediately notify the affected Contracted Provider of such termination.

7.2.3. Suspension of Participation. Unless expressly prohibited by applicable Regulatory Requirements, WellCare has the right to immediately suspend or terminate the participation of a Contracted Provider in any or all Products by giving written notice thereof to Provider when WellCare determines that (i) based upon

available information, the continued participation of the Contracted Provider appears to constitute an immediate threat or risk to the health, safety or welfare of Covered Persons, or (ii) the Contracted Provider's fraud, malfeasance or non-compliance with Regulatory Requirements is reasonably suspected. Provider shall immediately notify the affected Contracted Provider of such suspension. During such suspension, the Contracted Provider shall, as directed by WellCare, discontinue the provision of all or a particular Covered Service to Covered Persons. During the term of any suspension, the Contracted Provider shall notify Covered Persons that his or her status as a Participating Provider has been suspended. Such suspension will continue until the Contracted Provider's participation is reinstated or terminated.

7.2.4. Insolvency. This Agreement may be terminated immediately by a Party giving written notice thereof to the other Party if the other Party is insolvent or has bankruptcy proceedings initiated against it.

7.2.5. Credentialing. The status of a Contracted Provider as a Participating Provider in one or more Products may be terminated immediately by WellCare giving written notice thereof to Provider if the Contracted Provider fails to adhere to Company's or Payor's credentialing criteria, including, but not limited to, if the Contracted Provider (i) loses, relinquishes, or has materially affected its license to provide Covered Services in the State, (ii) fails to comply with the insurance requirements set forth in this Agreement; or (iii) is convicted of a criminal offense related to involvement in any state or federal health care program or has been terminated, suspended, barred, voluntarily withdrawn as part of a settlement agreement, or otherwise excluded from any state or federal health care program. Provider shall immediately notify the affected Contracted Provider of such termination.

7.3. Effect of Termination. After the effective date of termination of this Agreement or a Contracted Provider's participation in a Product, this Agreement shall remain in effect for purposes of those obligations and rights arising prior to the effective date of termination. Upon such a termination, each affected Contracted Provider (including Provider, if applicable) shall (i) continue to provide Covered Services to Covered Persons in the applicable Product(s) during the longer of the 90 day period following the date of such termination or such other period as may be required under any Regulatory Requirements, and, if requested by Company, each affected Contracted Provider (including Provider, if applicable) shall continue to provide, as a Participating Provider, Covered Services to Covered Persons until such Covered Persons are assigned or transferred to another Participating Provider in the applicable Product(s), and (ii) continue to comply with and abide by all of the applicable terms and conditions of this Agreement, including, but not limited to, Section 3.4 (Hold Harmless) hereof, in connection with the provision of such Covered Services during such continuation period. During such continuation period, each affected Contracted Provider (including Provider, if applicable) will be compensated in accordance with this Agreement and shall accept such compensation as payment in full.

7.4. Survival of Obligations. All provisions hereof that by their nature are to be performed or complied with following the expiration or termination of this Agreement, including without limitation Sections 2.8, 2.10, 3.2, 3.4, 3.5, 4.2, 5.1, 5.2, 5.3, 5.4, 6.1, 6.2, 7.3, 7.4 and Article VIII, survive the expiration or termination of this Agreement.

ARTICLE VIII - MISCELLANEOUS

8.1. Relationship of Parties. The relationship between or among WellCare, Company, Provider, and any Contracted Provider hereunder is that of independent contractors. None of the provisions of this Agreement will be construed as creating any agency, partnership, joint venture, employee-employer, or other relationship. References herein to the rights and obligations of any "Company" under this Agreement are references to the rights and obligations of each Company individually and not collectively. A Company is only responsible for performing its respective obligations hereunder with respect to a particular Product, Coverage Agreement, Payor Contract, Covered Service or Covered Person. A breach or default by an individual Company shall not constitute a breach or default by any other Company, including but not limited to WellCare. Each Company (each an "Unaffiliated Party" and collectively, the "Unaffiliated Parties") acknowledge that references herein to their respective rights and obligations under this Agreement are references to the rights and obligations of each such Unaffiliated Party individually and not of the Unaffiliated Parties collectively. Notwithstanding anything that may be construed herein to the contrary, all

such rights and obligations are individual and specific to each Unaffiliated Party and the reference to one Unaffiliated Party herein in no way imposes any cross-guarantees or joint responsibility or liability on the other Unaffiliated Party. A breach or default hereunder by an Unaffiliated Party shall not constitute a breach or default by the other Unaffiliated Party.

8.2. Conflicts Between Certain Documents. If there is any conflict between this Agreement and the Provider Manual, this Agreement will control. In the event of any conflict between this Agreement and any Product Attachment, the Product Attachment will control as to such Product.

8.3. Assignment. This Agreement is intended to secure the services of and be personal to Provider and may not be assigned, sublet, delegated, subcontracted or transferred by Provider without the WellCare's prior written consent; provided, however, WellCare shall, in addition to the rights provided under Section 8.2, have the right, exercisable in its sole discretion, to assign or transfer all or any portion of its rights or to delegate all or any portion of its interests under this Agreement or any Attachment to an Affiliate, successor of WellCare, or purchaser of the assets or stock of WellCare, or the line of business or business unit primarily responsible for carrying out WellCare's obligations under this Agreement. Any attempted assignment or delegation in violation of this Section 8.3 shall be void.

8.4. Headings. The headings of the sections of this Agreement are inserted merely for the purpose of convenience and do not limit, define, or extend the specific terms of the section so designated.

8.5. Governing Law. The interpretation of this Agreement and the rights and obligations of WellCare, Company, Provider and any Contracted Providers hereunder will be governed by and construed in accordance with applicable federal and State laws.

8.6. Third Party Beneficiary. This Agreement is entered into by the Parties for their benefit, as well as, in the case of WellCare, the benefit of Company, and in the case of Provider, the benefit of each Contracted Provider. Except as specifically provided in Section 3.4, Section 5.2, Section 5.3 and/or Section 5.4 hereof, no Covered Person or any other third party, other than Company, will be considered a third party beneficiary of this Agreement.

8.7. Amendment. Except as otherwise provided in this Agreement, this Agreement may be amended only by written agreement of duly authorized representatives of the Parties.

8.7.1. WellCare may amend this Agreement by giving the Parties written notice of the amendment to the extent such amendment is deemed necessary or appropriate by WellCare to comply with any Regulatory Requirements. Any such amendment will be deemed accepted by the Parties upon the giving of such notice.

8.7.2. WellCare may amend this Agreement by giving Provider written notice (electronic or paper) of the proposed amendment. When such an amendment proposes to modify Provider's reimbursement or addresses Covered Services routinely rendered by Provider to Covered Persons, the amendment will be evaluated by WellCare's Medical Affairs and Financial Matters Committees prior to WellCare giving written notice to Provider. Unless Provider notifies WellCare in writing of its objection to such amendment during the 30 day period following the giving of such notice by WellCare, Provider shall be deemed to have accepted the amendment. If Provider objects to any proposed amendment to this Agreement, WellCare may exclude one or more of the Contracted Providers from being Participating Providers in the Product (or any component program of, or Coverage Agreement in connection with, such Product) to which such amendment relates.

8.8. Entire Agreement. This Agreement, together with any attached or incorporated amendments, schedules, exhibits, attachments and appendices, constitute the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings between them. All prior or concurrent agreements, promises, negotiations or representations either oral or written, between WellCare and Provider relating to the subject matter of this Agreement, which are not expressly set forth in this Agreement, are of no force or effect.

8.9. Severability. The invalidity or unenforceability of any terms or provisions hereof will in no way affect the validity or enforceability of any other terms or provisions.

8.10. Waiver. Any term or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective, unless set forth in a written instrument duly executed by or on behalf of the Party waiving such term or condition; provided, however, that no Party shall be permitted to make any such waiver by or on behalf of any other Party. The waiver by any Party of the violation of any provision or obligation of this Agreement will not constitute the waiver of any subsequent violation of the same or other provision or obligation.

8.11. Notices. Except as otherwise provided in this Agreement, any notice required or permitted to be given hereunder is deemed to have been given when such written notice has been personally delivered or deposited in the United States mail, postage paid, or delivered by a service that provides written receipt of delivery, addressed as follows:

To WellCare at:

Attn: President

WellCare Health Plans, Inc.

3128 Highwoods Blvd

Raleigh, NC 27604

To Provider at:

Attn: _____
Provider: Rowan County Ambulance
Address: 130 West Innes Street
Salisbury, NC 28144-4341

or to such other address as such Party may designate in writing. Notwithstanding the previous paragraph, WellCare may provide notices to Provider by electronic mail, through its provider newsletter or on its provider website.

8.12. Force Majeure. No Party shall be liable or deemed to be in default for any delay or failure to perform any act under this Agreement resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquake, flood, strikes or other work stoppages by the employees of such Party, or any other similar cause beyond the reasonable control of such Party.

8.13. Proprietary Information. Each Party is prohibited from, and shall prohibit its Affiliates and Contracted Providers from, disclosing to a third party the substance of this Agreement, or any information of a confidential nature acquired from the other Party (or Affiliate or Contracted Provider thereof) during the course of this Agreement, except to agents of such Party as necessary for such Party's performance under this Agreement, or as required by a Payor Contract or applicable Regulatory Requirements. Provider acknowledges and agrees that all information relating to Company's programs, policies, protocols and procedures is proprietary information, and except for such disclosures as are required by Regulatory Requirements, Provider shall not disclose such information to any person or entity without WellCare's express written consent.

8.14. Authority. The individuals whose signatures are set forth below represent and warrant that they are duly empowered to execute this Agreement. Provider represents and warrants that it has all legal authority to contract on behalf of and to bind all Contracted Providers to the terms of this Agreement. Provider and each Contracted Provider acknowledges that references herein to the rights and obligations of any "Company" or a "Payor" under this Agreement are references to the rights and obligations of each Company and each Payor individually and not of the Companies or Payors collectively. Notwithstanding anything herein to the contrary, all such rights and obligations

are individual and specific to each such Company and each such Payor and the reference to Company or Payor herein in no way imposes any cross-guarantees or joint responsibility or liability by, between or among such individual Companies or Payors. A breach or default by an individual Company or Payor shall not constitute a breach or default by any other Company or Payor, including but not limited to WellCare.

8.15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Upon Provider's reasonable written request, WellCare shall provide Provider with a fully executed copy of this Agreement.

* * * * *

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, including all Product Attachments noted on Schedule B, effective as of the date set forth beneath their respective signatures.

WELLCARE:	**PROVIDER:**
WellCare Health Plans, Inc.	(Legibly Print Name of Provider)
Authorized Signature:	Authorized Signature:
Print Name: Troy Hildreth	Print Name:
Title: State President	Title:
Signature Date:	Signature Date:
ICM #:	Tax Identification Number: —56-6000336
	State Medicaid Number: 3406841
To be completed by WellCare only: Effective Date:	National Provider Identifier: —1437250347

PARTICIPATING PROVIDER AGREEMENT

SCHEDULE A
CONTRACTED PROVIDER-SPECIFIC PROVISIONS

Provider and Contracted Providers shall comply with the applicable provisions of this Schedule A.

1 Hospitals. If Provider or a Contracted Provider is a hospital ("Hospital"), the following provisions apply.

1.1 24 Hour Coverage. Each Hospital shall be available to provide Covered Services to Covered Persons twenty-four (24) hours per day, seven (7) days per week.

1.2 Emergency Care. Each Hospital shall provide Emergency Care (as hereafter defined) in accordance with Regulatory Requirements. The Contracted Provider shall notify Company's medical management department of any emergency room admissions by electronic file sent within 24 hours or by the next business day of such admission. "Emergency Care" (or derivative thereof) has, as to each particular Product, the meaning set forth in the applicable Coverage Agreement or Product Attachment. If there is no definition in such documents, "Emergency Care" means inpatient and/or outpatient Covered Services furnished by a qualified provider that are needed to evaluate or stabilize an Emergency Medical Condition. "Emergency Medical Condition" means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in the following: (i) placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy; (ii) serious impairment to bodily functions; or (iii) serious dysfunction of any bodily organ or part.

1.3 Staff Privileges. Each Hospital shall assist in granting staff privileges or other appropriate access to Company's Participating Providers who are qualified medical or osteopathic physicians, provided they meet the reasonable standards of practice and credentialing standards established by the Hospital's medical staff and bylaws, rules, and regulations.

1.4 Discharge Planning. Each Hospital agrees to cooperate with Company's system for the coordinated discharge planning of Covered Persons, including the planning of any necessary continuing care.

1.5 Credentialing Criteria. Each Hospital shall (a) currently, and for the duration of this Agreement, remain accredited by the Joint Commission or American Osteopathic Association, as applicable; and (b) ensure that all employees of Hospital perform their duties in accordance with all applicable local, State and federal licensing requirements and standards of professional ethics and practice.

1.6 National Committee for Quality Assurance ("NCQA") Accreditation of WellCare's Standards. Each Hospital agrees to: i) cooperate with Quality Management and Improvement ("QI") activities; ii) maintain the confidentiality of a Covered Persons information and records pursuant to the Agreement; and iii) allow the Company to use Hospital's performance data.

2 Practitioners. If Provider or Contracted Provider is a physician or other health care practitioner (including physician extenders) ("Practitioner"), the following provisions apply.

2.1 Contracted Professional Qualifications. At all times during the term of this Agreement, Practitioner shall, as applicable, maintain medical staff membership and admitting privileges with at least one hospital that is a Participating Provider ("Participating Hospital") with respect to each Product in which the Practitioner participates. Upon Company's request, Practitioner shall furnish evidence of the foregoing to Company. If Practitioner does not have such admitting privileges, Provider or the Practitioner shall provide Company with a written statement from another Participating Provider who has such admitting privileges, in good standing, certifying

that such individual agrees to assume responsibility for providing inpatient Covered Services to Covered Persons who are patients of the applicable Practitioner.

2.2 Acceptance of New Patients. To the extent that Practitioner is accepting new patients, such Practitioner must also accept new patients who are Covered Persons with respect to the Products in which such Practitioner participates. Practitioner shall notify Company in writing 45 days prior to such Practitioner's decision to no longer accept Covered Persons with respect to a particular Product. In no event will an established patient of any Practitioner be considered a new patient.

2.3 Preferred Drug List/Drug Formulary. If applicable to the Covered Person's coverage, Practitioners shall use commercially reasonable efforts, when medically appropriate under the circumstances, to comply with formulary or preferred drug list when prescribing medications for Covered Persons.

2.4 National Committee for Quality Assurance ("NCQA") Accreditation of WellCare's Standards. Each Practitioner agrees to: i) cooperate with Quality Management and Improvement ("QI") activities; ii) maintain the confidentiality of a Covered Persons information and records pursuant to the Agreement; and iii) allow the Company to use Practitioner's performance data.

3 Ancillary Providers. If Provider or Contracted Provider is an ancillary provider (including but not limited to a home health agency, durable medical equipment provider, sleep center, pharmacy, ambulatory surgery center, nursing facility, laboratory or urgent care center)("Ancillary Provider"), the following provisions apply.

3.1 Acceptance of New Patients. To the extent that Ancillary Provider is accepting new patients, such Ancillary Provider must also accept new patients who are Covered Persons with respect to the Products in which such Ancillary Provider participates. Ancillary Provider shall notify Company in writing 45 days prior to such Ancillary Provider's decision to no longer accept Covered Persons with respect to a particular Product. In no event will an established patient of any Ancillary Provider be considered a new patient.

3.2 National Committee for Quality Assurance ("NCQA") Accreditation of WellCare's Standards. Each ancillary provider agrees to: i) cooperate with Quality Management and Improvement ("QI") activities; ii) maintain the confidentiality of a Covered Persons information and records pursuant to the Agreement; and iii) allow the Company to use ancillary provider's performance data.

4 FQHC. If Provider or a Contracted Provider is a federally qualified health center ("FQHC"), the following provisions apply.

4.1 FQHC Insurance. To the extent FQHC's employees are deemed to be federal employees qualified for protection under the Federal Tort Claims Act ("FTCA") and WellCare has been provided with documentation of such status issued by the U.S. Department of Health and Human Services (such status to be referred to as "FTCA Coverage"), Section 5.1 of this Agreement will not apply to those Contracted Providers with FTCA Coverage. FQHC shall provide evidence of such FTCA Coverage to WellCare at any time upon request. FQHC shall promptly notify WellCare if, any time during the term of this Agreement, any Contracted Provider is no longer eligible for, or if FQHC becomes aware of any fact or circumstance that would jeopardize, FTCA Coverage. Section 5.1 of this Agreement will apply to a Contracted Provider immediately upon such Contracted Provider's loss of FTCA Coverage for any reason.

5 Facility Providers. If Provider or a Contracted Provider is a facility (including but not limited to Clinic, FQHC, LTAC, Nursing Home, Rehab, Rural Health Clinic, Skilled Nursing) ("Facility Provider") the following provision applies.

5.1 National Committee for Quality Assurance ("NCQA") Accreditation of WellCare's Standards. Each facility agrees to: i) cooperate with Quality Management and Improvement ("QI")

activities; ii) maintain the confidentiality of a Covered Persons information and records pursuant to the Agreement; and iii) allow the Company to use facility's performance data.

6 Long Term Services and Supports ("LTSS") and Home and Community-Based Services ("HCBS") Providers. If Provider or a Contracted Provider is a provider of LTSS and/or HCBS services, the following provisions apply.

6.1 Definition. LTSS generally includes assistance with daily self-care activities (e.g., walking, toileting, bathing, and dressing) and activities that support an independent lifestyle (e.g., food preparation, transportation, and managing medications). The broad category of LTSS also includes care and service coordination for people who live in their own home, a residential setting, a nursing facility, or other institutional setting. Home and community-based services ("HCBS") are a subset of LTSS that functions outside of institutional care to maximize independence in the community. Long-term care ("LTC") is another subset of LTSS which provides benefits as specified through the SMMC LTC Program.

6.2 HCBS Waiver Authorization. Provider shall not provide HCBS Covered Services to Covered Person without the required HCBS waiver authorization.

6.3 Conditions for Reimbursement. No payment shall be made to the Provider unless the Provider has strictly conformed to the policies and procedures of the HCBS Waiver Program, including but not limited to not providing HCBS Covered Services without prior authorization of WellCare. For the purposes of this Exhibit, "HCBS Waiver Program" shall mean any special Medicaid program operated under a waiver approved by the Centers for Medicare and Medicaid Services which allows the provision of a special package of approved services to Covered Person.

6.4 Acknowledgement. WellCare acknowledges that Provider is a provider of LTSS and is not necessarily a provider of medical or health care services. Nothing in this Agreement is intended to require Provider to provide medical or health care services that Provider does not routinely provide, but would not prohibit providers from offering these services, as appropriate.

6.5 Notification Requirements. Provider or the applicable Contracted Provider shall provide the following notifications to WellCare, via written notice or via telephone contact at a number to be provided by WellCare, within the following time frames:

6.5.1 Provider or the applicable Contracted Provider shall notify WellCare of a Covered Person's visit to urgent care or the emergency department of any hospital, or of a Covered Person's hospitalization, within twenty-four (24) hours of becoming aware of such visit or hospitalization.

6.5.2 Provider or the applicable Contracted Provider shall notify WellCare of any change to the designated/assigned services being provided under a Covered Person's plan of care and/or service plan, within 24 hours of becoming aware of such change.

6.5.3 Provider or the applicable Contracted Provider shall notify WellCare if a Covered Person misses an appointment with Provider, within 24 hours of becoming aware of such missed appointment.

6.5.4 Provider or the applicable Contracted Provider shall notify WellCare of any change in a Covered Person's medical or behavioral health condition, within 24 hours of becoming aware of such change. (Examples of changes in condition are set forth in the Provider Manual.)

6.5.5 Provider or the applicable Contracted Provider shall notify WellCare of any safety issue identified by Provider or Contracted Provider or its agent or subcontractor, within 24 hours of the identification of such safety issue. (Examples of safety issues are set forth in the Provider Manual.)

6.5.6 Provider or the applicable Contracted Provider shall notify WellCare of any change in Provider's or Contracted Provider's key personnel, within 24 hours of such change.

6.6 Minimum Data Set. If Contracted Provider is a nursing facility, Provider or such Contracted Provider shall submit to WellCare or its designee the Minimum Data Set as defined by CMS and required under federal law and WellCare policy as it relates to all Covered Persons who are residents in Contracted Provider's facility. Such submission shall be via electronic mail, facsimile transmission, or other manner and format reasonably requested by WellCare.

6.7 Quality Improvement Plan. Each Contracted Provider shall participate in WellCare's LTSS quality improvement plan. Each Contracted Provider shall permit WellCare to access such Contracted Providers' assessment and quality data upon reasonable advance notice, which may be given by electronic mail.

6.8 Electronic Visit Verification. If Contracted Provider provides in-home services, Contracted Provider shall comply with 21st Century Cures Act and WellCare's electronic visit verification system requirements where applicable and accessible.

6.9 Criminal Background Checks. Provider shall conduct a criminal background check on each Contracted Provider prior to the commencement of services under this Agreement and as requested by WellCare thereafter. Provider shall provide the results of such background checks to WellCare and member, if self-directed, upon request. WellCare within a reasonable time period following the completion thereof. Contracted Provider agrees to immediately notify WellCare of any criminal convictions of any Contracted Provider. Provider shall pay any costs associated with such criminal background checks.

7 Person-Centered Planning, Care/Service Plan, and Services. Provider and Contracted Providers shall comply with all State and federal regulatory requirements related to person-centered planning, care/service plans, and services including, but not limited to:

7.1 Covered Persons shall lead the person-centered planning process and can elect to include, and/or consult with, any of their LTSS providers in the care/service plan development process.

7.2 The care/service plan must be finalized and agreed to, with the informed consent of the individual in writing, and signed by all individuals and providers responsible for its implementation through the mechanism required by State and federal requirements. Non-medical service providers (such as meals or assistive technology) can signify their agreement through this contract or written agreement in lieu of directly in the plan, if permitted by the Covered Person.

7.3 LTSS providers shall be aware of, respect, and adhere to a Covered Person's preferences for the delivery of services and supports.

7.4 LTSS providers shall ensure services and supports are culturally appropriate, provided in plain language (where applicable), and accessible to Covered Persons and the person(s) supporting them who have disabilities and/or are limited English proficient.

7.5 WellCare agrees to complete the care/service plan in a timely manner (within at least 120 days of enrollment or annually, or less if State requirements differ) and provide a copy to LTSS provider(s) responsible for implementation.

SCHEDULE B
PRODUCT PARTICIPATION

Provider will be designated as a "Participating Provider" in the Product Attachments listed below as of the date of successful completion of credentialing in accordance with this Agreement.

List of Product Attachments:

Attachment A: Medicaid
Attachment B: [Reserved]
Attachment C: [Reserved]

PARTICIPATING PROVIDER AGREEMENT

SCHEDULE C
INFORMATION FOR CONTRACTED PROVIDERS

Provider shall provide WellCare with the information set forth below with respect to: (i) Provider; (ii) each Contracted Provider; and (iii) if applicable, each Contracted Provider's locations and/or professionals. To the extent Provider provides the name of any Contracted Provider to WellCare hereunder, such entity and/or individual will be considered a Contracted Provider under this Agreement regardless of whether the complete list of information set forth below relating to such Contracted Provider is provided by Provider.

1. Name
2. Address
3. E-mail address
4. Telephone and facsimile numbers
5. Professional license numbers
6. Medicare/Medicaid ID numbers
7. Federal tax ID numbers
8. Completed W-9 form
9. National Provider Identifier (NPI) numbers
10. Provider Taxonomy Codes
11. Area of medical specialty
12. Age restrictions (if any)
13. Area hospitals with admitting privileges (where applicable)
14. Whether Providers are employed or subcontracted with Contracted Provider using the designation "E" for employed or "C" for subcontracted.
15. For a subcontracted Provider, whether its Providers are employed or contracted with the subcontracted Provider using the designation "E" for employed or "C" for contracted.
16. Office contact person
17. Office hours
18. Billing office
19. Billing office address
20. Billing office telephone and facsimile numbers
21. Billing office e-mail address
22. Billing office contact person
23. Ownership Disclosure Form, as required to comply with Laws, Program Requirements, and Government Contract

NOTE: For a complete listing of the information and additional documentation required, please refer to the enrollment application

PARTICIPATING PROVIDER AGREEMENT

SCHEDULE D
COMPANY AFFILIATES

As of the Effective Date, the Affiliates of WellCare included as the "Company" are listed below.

Affiliates	State
Celtic Insurance Company	Multiple States
Health Net Community Solutions, Inc.	Multiple States
Health Net Life Insurance Company	Multiple States
WellCare Health Plans, Inc.	Multiple States
WellCare of Alabama, Inc.	Alabama
Bridgeway Health Solutions of Arizona, Inc. Care1st Health Plan of Arizona Inc. Health Net of Arizona, Inc., d/b/a Arizona Complete Health One Care by Care1st Health Plan of Arizona Inc. WellCare Health Insurance of the Southwest, Inc. WellCare Health Plans of Arizona, Inc.	Arizona
Arkansas Health & Wellness Health Plan, Inc. Arkansas Total Care, Inc. NovaSys Health, Inc. WellCare Health Insurance Company of America	Arkansas
Harmony Health Plan, Inc.	Arkansas, Illinois, Mississippi, South Carolina, Tennessee
California Health and Wellness Plan Health Net of California, Inc. WellCare of California, Inc., f/k/a Easy Choice Health Plan, Inc.	California
WellCare Health Insurance of Connecticut, Inc.	Connecticut
WellCare of Connecticut, Inc.	Connecticut, North Carolina
Sunshine Health Plan Community Solutions, Inc. Sunshine State Health Plan, Inc. WellCare Health Insurance of Arizona, Inc.WellCare of Florida, Inc.	Florida
Ambetter of Peach State, Inc. Peach State Health Plan, Inc. WellCare of Georgia, Inc.	Georgia
WellCare Health Insurance of Arizona, Inc., d/b/a 'Ohana Health Plan, Inc. WellCare Health Insurance of Hawaii, Inc.	Hawaii
IlliniCare Health Plan, Inc. Meridian Health Plan of Illinois, Inc. WellCare of Illinois, Inc.	Illinois
Meridian Health Plan of Michigan, Inc.	Illinois, Indiana, Michigan, Ohio
Coordinated Care Corporation, d/b/a Managed Health Services - IN	Indiana
Iowa Total Care, Inc.	Iowa
Sunflower State Health Plan, Inc.	Kansas
WellCare Health Insurance Company of Kentucky, Inc., d/b/a WellCare of Kentucky, Inc.	Kentucky
Louisiana Healthcare Connections, Inc. WellCare Health Insurance Company of Louisiana, Inc.	Louisiana
WellCare of Maine, Inc.	Maine
CeltiCare Health Plan of Massachusetts, Inc. WellCare Health Plans of Massachusetts, Inc.	Massachusetts
Meridian Health Plan of Michigan, Inc. Michigan Complete Health, Inc.	Michigan

Affiliates	State
Ambetter of Magnolia, Inc. Magnolia Health Plan, Inc. WellCare of Mississippi, Inc.	Mississippi
Home State Health Plan, Inc.	Missouri
Nebraska Total Care, Inc.	Nebraska
SilverSummit Healthplan, Inc.	Nevada
Granite State Health Plan, Inc. WellCare Health Insurance Company of New Hampshire, Inc. WellCare of New Hampshire, Inc.	New Hampshire
WellCare Health Insurance Company of New Jersey, Inc. WellCare Health Plans of New Jersey, Inc.	New Jersey
Western Sky Community Care, Inc.	New Mexico
New York Quality Healthcare Corporation, d/b/a Fidelis Care WellCare Health Insurance of New York, Inc. WellCare of New York, Inc.	New York
American Progressive Life and Health Insurance Company of New York	New York, Maine
WellCare Health Insurance of North Carolina, Inc. WellCare of North Carolina, Inc.	North Carolina
Buckeye Community Health Plan, Inc. Buckeye Health Plan Community Solutions, Inc.	Ohio
WellCare Health Insurance Company of Oklahoma, Inc. WellCare of Oklahoma, Inc.	Oklahoma
Health Net Health Plan of Oregon, Inc. Trillium Community Health Plan, Inc.	Oregon
Pennsylvania Health & Wellness, Inc.	Pennsylvania
WellCare Health Plans of Rhode Island, Inc.	Rhode Island
Absolute Total Care, Inc. WellCare of South Carolina, Inc.	South Carolina
WellCare Health Insurance of Tennessee, Inc.	Tennessee
SelectCare Health Plans, Inc. SelectCare of Texas, Inc. Superior HealthPlan Community Solutions, Inc. Superior Healthplan, Inc. WellCare National Health Insurance Company WellCare of Texas, Inc.	Texas
WellCare Health Plans of Vermont, Inc.	Vermont
WellCare of Virginia, Inc.	Virginia
Coordinated Care of Washington, Inc. WellCare Health Insurance Company of Washington, Inc. WellCare of Washington, Inc.	Washington
Managed Health Services Insurance Corporation	Wisconsin

Attachment A: Medicaid

MEDICAID PRODUCT ATTACHMENT

This PRODUCT ATTACHMENT ("***Attachment***") is made and entered between WellCare Health Plans, Inc., a North Carolina corporation ("***WellCare***") and _____ ("***Provider***").

WHEREAS, WellCare and Provider entered into that certain Participating Provider Agreement, as the same may have been amended and supplemented from time to time (the "Agreement"), pursuant to which Provider and its Contracted Providers participate in certain Products offered by or available from or through a Company;

WHEREAS, pursuant to the provisions of the Agreement, this Attachment is part of the Agreement and, as such, the Contracted Providers identified herein will be designated and participate as "***Participating Providers***" in the Product described in this Attachment; and

WHEREAS, the Agreement is modified or supplemented as hereafter provided.

NOW THEREFORE, in consideration of the recitals, the mutual promises herein stated, the parties hereby agree to the provisions set forth below.

1. Defined Terms. For purposes of the Medicaid Product (as herein defined), the following terms have the meanings set forth below. All capitalized terms not specifically defined in this Attachment will have the meanings given to such terms in the Agreement, or, if not defined there, in the State Contract (as herein defined). All technical managed care terms used in this Attachment are defined in the Agreement or this Attachment, and are consistent with definitions included in Covered Person materials issued in conjunction with the Medicaid managed care program.

1.1. "***Amendment***" means any change to the terms of a contract, including terms incorporated by reference that modifies fee schedules. A change required by federal or state law, rule, regulation, administrative hearing, or court order is not an amendment.

1.2. "***Clean Claim***" means a claim for services submitted to WellCare by a Medicaid managed care medical or pharmacy services provider that can be processed without obtaining additional information from the submitter in order to adjudicate the claim.

1.3. "***Emergency Medical Condition***" means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) that a prudent layperson, with an average knowledge of health and medicine, could reasonably expect that the absence of immediate medical attention to result in the following: placing the health of the individual (or, for a pregnant woman, the health of the woman or her unborn child) in serious jeopardy, serious impairment to bodily functions, or serious dysfunction of any bodily organ or part. "Emergency Medical Condition" also means a medical condition in which the symptoms appear quickly and are severe enough that a person with average knowledge of health and medicine would expect that, in the absence of immediate medical attention, the health or life of the person experiencing the symptoms is in jeopardy or they are at risk of serious damage to a bodily function, organ, or part.

1.4. "***Emergency Services***" means inpatient and outpatient services furnished by a qualified provider needed to evaluate or stabilize an Emergency Medical Condition.

1.5. "***Health Care Provider***" means an individual who is licensed, certified, or otherwise authorized under Chapter 90 or Chapter 90B of the General Statutes of North Carolina or under the laws of another state to provide health care services in the ordinary course of business or practice of a profession or in an approved education or training program and a facility that is licensed under Chapter 131E or Chapter 122C of the General Statutes of North Carolina or is owned or operated by the State of North Carolina in which health care services are provided to patients.

1.6. ***"Medicaid Product"*** refers to those programs and health benefit arrangements offered by WellCare or other Company pursuant to a State Contract. The Medicaid Product does not apply to any Coverage Agreements that are specifically covered by another Product Attachment to the Agreement.

1.7. "***Medically Necessary Service***" or "***Medically Necessary***" means definition as found in Section III.A.78.

1.8. "***Objective Quality Standards***" means the objective standards for quality determinations identified by WellCare that assess a provider's ability to deliver care; include specific defined thresholds for adverse quality determinations; meet standards established by the National Committee on Quality Assurance (NCQA); and are not discriminatory.

1.9. "***Primary Care Provider***" or "***PCP***" means the participating physician, physician extender (e.g. physician assistant, nurse practitioner, certified nurse midwife) or group practice/center selected by or assigned to the Covered Person to provide and coordinate the Covered Person's health care needs and to initiate and monitor referrals for specialized services when required. Includes family practitioners, pediatricians, obstetricians, and internal medicine physicians.

1.10. "***State***" means North Carolina.

1.11. "***State Contract***" means a contract between WellCare or other Company and one or more state Medicaid agency(ies), or any successors thereto, to provide specified services and goods to covered beneficiaries under state Medicaid-funded program(s) and to meet certain performance standards while doing so.

2. Medicaid Product.

2.1. Medicaid and/or CHIP Product. This Product Attachment constitutes the "Medicaid Product Attachment" and is incorporated into the Agreement between Provider and WellCare. It supplements the Agreement by setting forth specific terms and conditions that apply to the Medicaid Product with respect to which a Participating Provider has agreed to participate, and with which a Participating Provider must comply in order to maintain such participation. This Attachment applies only to the provision of health care services, supplies or accommodations (including Covered Services) to Covered Persons enrolled in the Medicaid Product.

2.2. Participation. Except as otherwise provided in this Product Attachment or the Agreement, Provider and all Contracted Providers under the Agreement will participate as Participating Providers in the Medicaid Product and will provide to Covered Persons enrolled in the Medicaid Product, upon the same terms and conditions contained in the Agreement, as supplemented or modified by this Product Attachment, those Covered Services that are provided by Contracted Providers pursuant to the Agreement. In providing such services, Provider shall, and shall cause Contracted Providers to, comply with and abide by the provisions of this Product Attachment and the Agreement (including the Provider Manual).

2.3. Attachment. This Attachment constitutes the Product Attachment and Compensation Schedule for the Medicaid Product.

2.4. Construction. This Product Attachment supplements and forms a part of the Agreement. Except as otherwise provided herein or in the terms of the Agreement, the terms and conditions of the Agreement will remain unchanged and in full force and effect as a result of this Product Attachment. In the event of a conflict between the provisions of the Agreement and the provisions of this Product Attachment, this Product Attachment will govern with respect to health care services, supplies or accommodations (including Covered Services) rendered to Covered Persons enrolled in or covered by a Medicaid Product. To the extent Provider or any Contracted Provider is unclear about its, his or her respective duties and obligations, Provider or the applicable Contracted Provider shall request clarification from WellCare. To the extent any provision of this Agreement (including any exhibit,

attachment, or other document referenced herein) is inconsistent with or contrary to any provision of the State Contract, the relevant provision of the State Contract shall have priority and control over the matter.

3. Term. This Product Attachment will become effective as of the Effective Date, and will be coterminous with the Agreement unless a Party terminates the participation of the Contracted Provider in this Product in accordance with the applicable provisions of the Agreement or this Product Attachment.

4. Governmental Program Requirements. Schedule A to this Product Attachment, which is incorporated herein by this reference, sets forth the provisions that are required by the applicable State Contract to be included in the Agreement with respect to the Medicaid Product. Any additional requirements that may apply to the Coverage Agreements or Covered Persons enrolled in or covered by this Product may be set forth in the Provider Manual or another Attachment and are incorporated herein by this reference.

5. Other Terms and Conditions. Except as modified or supplemented by this Product Attachment, the compensation hereunder for the provision of Covered Services by Contracted Providers to Covered Persons enrolled in or covered by the Medicaid Product is subject to all of the other provisions in the Agreement (including the Provider Manual) that affect or relate to compensation for Covered Services provided to Covered Persons.

Attachment A: Medicaid

SCHEDULE A
GOVERNMENTAL PROGRAM REQUIREMENTS

This Schedule sets forth the special provisions that are specific to the North Carolina Medicaid Product under the State Contract.

1. Compliance.

1.1 Compliance with State and Federal Laws. Participating Provider understands and agrees that it, he or she is subject to all state and federal laws, rules, regulations, waivers, policies and guidelines, and court-ordered consent decrees, settlement agreements, or other court orders that apply to the Agreement and State Contract, and all persons or entities receiving state and federal funds. Participating Provider understands and agrees that any violation by a provider of a state or federal law relating to the delivery of services pursuant to this Agreement, or any violation of the State Contract could result in liability for money damages, and/or civil or criminal penalties and sanctions under state and/or federal law. *(Section VII, Section G(3)(a)).*

1.2 Department Authority Related to the Medicaid Program. Participating Provider agrees and understands that in the State of North Carolina, the Department of Health and Human Services ("***NC DHHS***") is the single state Medicaid agency designated under 42 C.F.R. § 431.10 to administer or supervise the administration of the state plan for medical assistance. The Division of Health Benefits is designated with administration, provision, and payment for medical assistance under the Federal Medicaid (Title XIX) and the State Children's Health Insurance (Title XXI) (CHIP) programs. The Division of Social Services (DSS) is designated with the administration and determination of eligibility for the two programs. *(Section VII, G(3)(e)).*

1.3 Credentialing. Each Participating Provider shall be enrolled as a Medicaid provider as required by 45 C.F.R. § 455.410 and maintain enrollment for the term of the Agreement. Participating Provider shall maintain licensure, accreditation, and credentials sufficient to meet WellCare's network participation requirements, as outlined in WellCare's Provider Manual and its Credentialing and Re-credentialing Policy. Participating Provider shall notify WellCare of changes in the status of any information relating to Participating Provider's professional credentials. Participating Provider shall complete reenrollment or re-credentialing before renewal of the Agreement as set forth below:

(a) during the provider credentialing transition period, no less frequently than every five (5) years; and

(b) during the provider credentialing under full implementation, no less frequently than every three (3) years, except as otherwise permitted by the NC DHHS. *(Section VII, G(1)(f))*

1.4 Liability Insurance. Participating Provider shall maintain professional liability insurance coverage in an amount acceptable to WellCare. Participating Provider shall notify WellCare of subsequent changes in the status of Participating Provider's professional liability insurance on a timely basis. *(Section VII, G(1)(g)).*

1.5 Utilization Management. Participating Provider shall comply with WellCare's utilization management programs, quality management programs, and provider sanction programs, except to the extent that any of these programs conflict with Participating Provider's professional or ethical responsibility or interfere with Participating Provider's ability to provide information or assistance to patients. WellCare utilizes only NC Medicaid's Clinical Coverage Policies for utilization management/clinical guidelines and other NC DHHS-approved utilization management/clinical guidelines. *(Section VII, G(1)(o)).*

1.6 Dispute Resolution. Participating Provider shall utilize the applicable dispute resolution procedures outlined in the Agreement to resolve disputes between WellCare and Participating Provider. *(Section VII, G(1)(q)).*

1.7 Reporting Requirements. Participating Provider shall promptly provide WellCare with the data and information that WellCare requests in order to meet its reporting requirements under the State Contract. *(Section VII, J. Table 1).*

1.8 Hours of Operation. Participating Provider will offer hours of operation to Covered Persons that are not less than the hours of operation offered to commercial members or comparable to Medicaid fee-for-service, if Participating Provider serves only Medicaid or NC Health Choice members. *(Section V, D(1)(d)(iii)).*

2. Entire Agreement. The Agreement identifies the documents that constitute the entire contract between the parties. *(Section VII, G(1)(a)).*

3. Hold Harmless. Participating Provider agrees to hold the Covered Person harmless for charges for any Covered Service. Participating Provider agrees not to bill a Covered Person for Medically Necessary Services covered by WellCare so long as the Covered Person is eligible for coverage. *(Section VII, G(3)(b)).* Participating Provider will not hold Covered Person's responsible for any of the following: (a) WellCare's debts in the event of its insolvency; (b) Covered Services provided to the Covered Person for which: (i) NC DHHS does not pay WellCare, or (ii) NC DHHS, or WellCare, does not pay the Participating Provider; (c) payments for Covered Services furnished under a contract, referral or other arrangement, to the extent that those payments are in excess of the amount that the Covered Person would owe if WellCare covered the services directly. 42 C.F.R. § 438.106. *(Section V, C(1)(i)(iii) and Section V, C(2)(r)(iii)).*

4. Liability. Participating Provider understands and agrees that NC DHHS does not assume liability for the actions of, or judgments rendered against, WellCare, Payors, its employees, agents or subcontractors. Further, Participating Provider understands and agrees that there is no right of subrogation, contribution, or indemnification against NC DHHS for any duty owed to Participating Provider by WellCare or Payor or any judgment rendered against WellCare or Payor. *(Section VII, G(3)(c)).*

5. Non-Discrimination.

5.1 Equitable Treatment of Covered Persons. Participating Provider agrees to render provider services to Covered Persons with the same degree of care and skills as customarily provided to Participating Provider's patients who are not Covered Persons, according to generally accepted standards of medical practice. Participating Provider and WellCare agree that Covered Persons and non-Covered Persons should be treated equitably. Participating Provider agrees not to discriminate against Covered Persons on the basis of race, color, national origin, age, sex, gender, or disability. *(Section VII, G(3)(d)).*

5.2 Interpreting and Translation Services. Participating Provider shall provide qualified sign language interpreters if closed captioning is not the appropriate auxiliary aid for the Covered Person. Participating Provider shall ensure that Participating Provider's staff are trained to appropriately communicate with patients with various types of hearing loss. Participating Provider shall report to WellCare, in a format and frequency determined by WellCare, whether hearing loss accommodations are needed and provided and the type of accommodation provided. *(Section VII, G(1)(t)).*

6. Term; Termination.

6.1 Term. This Attachment is coterminous with the Agreement, unless otherwise agreement by the parties, but in no event will the term of this Attachment exceed the term of the State Contract (including, for avoidance of doubt, any renewals of the State Contract) *(Section VII, G(1)(c)).*

6.2 Termination. The Agreement sets forth the basis for termination of the Agreement by either party and the related notice requirements. Notwithstanding anything in the Agreement or this Attachment to the contrary, WellCare may immediately terminate the Agreement or this Attachment and a Participating Provider's participation thereunder upon: (1) a confirmed finding of fraud, waste or abuse by the NC DHHS or the North Carolina Department of Justice Medicaid Investigations Division, or (2) failure of the Participating Provider to maintain enrollment as a Medicaid provider. *(Sections VII, G(1)(d) and G(1)(f)(i)).*

6.3 Insolvency. If the Agreement or this Attachment terminates as a result of WellCare's or Payor's insolvency, Participating Provider will cooperate in the transition of administrative duties and records and ensure the continuation of care when inpatient care is on-going in accordance with the requirements of the Agreement, this Attachment and the State Contract. If WellCare or Payor provides for or arranges for the delivery of health care services on a prepaid basis, Participating Provider will continue inpatient care until the patient is ready for discharge. *(Section VII, G(1)(e)).*

7. Covered Person Services.

7.1 Covered Person Billing. Participating Provider shall not bill any Medicaid Managed Care Covered Person for Covered Services, except for specified coinsurance, copayments, and applicable deductibles. Participating Provider is responsible for collecting applicable deductibles, copayments, coinsurance and fees for non-Covered Services. This provision does not prohibit a Participating Provider and Covered Person from agreeing to continue non-Covered Services at the Covered Person's own expense, as long as the Participating Provider has notified the Covered Person in advance that a Payor may not cover or continue to cover specific services and the Covered Person to receive the services *(Section VII, G(1)(h)).*

7.2 Provider Accessibility. Participating Provider shall provide call coverage or other back-up to provide service in accordance with WellCare's standards for provider accessibility addressed set forth herein, in the Provider Manual and/or in the State Contract. *(Section VII, G(1)(i)).* Participating Provider agrees to meet the NC DHHS standards for timely access to care and services, taking into account the urgency of need for services. *(Section V, D(1)(d)(ii)).* Participating Provider shall provide physical access, reasonable accommodations, including parking, exam and waiting rooms, and accessible equipment for Medicaid Covered Persons with physical or mental disabilities. *(Section V, (1)(d)(vi)).*

7.3 Eligibility Verification. WellCare or Payor shall provide a mechanism that allows Participating Provider to verify Covered Person eligibility, based on current information held by WellCare or Payor, as applicable, before rendering Covered Services. *(Section VII, G(1)(j)).*

7.4 Covered Person Appeals and Grievances. Participating Provider shall cooperate with Covered Person in regard to Covered Person appeals and grievance procedures. *(Section VII, G(1)(l)).* Participating Provider has the right to file a grievance or appeal. WellCare's internal appeal processes must be completed before seeking other legal or administrative remedies under state or federal law. *(Section V, D(2)(c)(xi)).*

7.5 Appointment Wait Times. Participating Provider shall cooperate with WellCare to ensure that appointment wait times for Covered Persons do not exceed the requirements set forth below, to the extent applicable. *(Section VII, F. Table 3).*

(a) If Participating Provider is a PCP providing preventative care services, appointment wait time shall not exceed thirty (30) calendar days for adults (21 years of age and older) and children ages six (6) months to twenty (20) years of age, and fourteen (14) calendar days for children less than six (6) months of age.

(b) If Participating Provider is a PCP providing urgent care services, appointment wait time shall not exceed twenty-four (24) hours.

(c) If Participating Provider is a PCP providing services for routine/check-up without symptoms, appointment wait time shall not exceed thirty (30) calendar days.

(d) If Participating Provider is a PCP providing after-hours access for emergent and urgent care, care shall be administered immediately upon presentation at a service delivery site.

(e) If Participating Provider provides prenatal care, appointment wait time for initial appointments within the first or second trimester shall not exceed fourteen (14) calendar days and appointment wait time for initial appointments within the third trimester or for a high-risk pregnancy shall not exceed five (5) calendar days.

(f) If Participating Provider provides specialty care, appointment wait time shall not exceed twenty-four (24) hours for urgent care services or thirty (30) calendar days for routine/check-up without symptoms services. For after-hours access for emergent and urgent care, care shall be administered immediately upon immediately upon presentation at a service delivery site.

(g) If Participating Provider provides behavioral health care, appointment wait time shall not exceed thirty (30) minutes for Mobile Crisis Management Services; twenty-four (24) hours for Urgent Care Services for Mental Health or Urgent Care Services for SUDs; and fourteen (14) calendar days for Routine Services for Mental Health or Routine Services for SUDs. For Emergency Services for Mental Health or SUDs, care should administered immediately upon presentation at a service delivery site.

(h) To the extent Participating Provider performs Emergency Services, Participating Provider shall make Emergency Services available twenty-four (24) hours a day, three hundred sixty-five (365) days a year.

8. Records.

8.1 Medical Records. Participating Provider shall maintain confidentiality of Covered Person medical records and personal information and other health records as required by law. Participating Provider shall maintain adequate medical and other health records according to industry and WellCare standards. Participating Provider shall make copies of such records available to WellCare, Payor and NC DHHS in conjunction with its regulation of WellCare. Participating Provider shall make available and furnish the records immediately upon request in either paper or electronic form, at no cost to the requesting party. *(Section VII, G(1)(k))*.

8.2 Access to Provider Records.

(a) Participating Provider agrees to provide at no cost to the following entities or their designees with prompt, reasonable, and adequate access to WellCare or Payor and the Agreement and any records, books, documents, and papers that relate to WellCare or Payor and the Agreement and/or Participating Provider's performance of its responsibilities under this Agreement for purposes of examination, audit, investigation, contract administration, the making of copies, excerpts or transcripts, or any other purpose NC DHHS deems necessary for contract enforcement or to perform its regulatory functions: (i) the United States Department of Health and Human Services or its designee; (ii) the Comptroller General of the United States or its designee; (iii) NC DHHS, its Medicaid managed care program personnel, or its designee; (iv) the Office of Inspector General; (v) North Carolina Department of Justice Medicaid Investigations Division; (vi) any independent verification and validation contractor, audit firm, or quality assurance contractor acting on behalf of NC DHHS; (vii) the North Carolina Office of State Auditor, or its designee; (viii) a state or federal law enforcement agency; and (ix) any other state or federal entity identified by NC DHHS, or any other entity engaged by NC DHHS.

(b) Participating Provider shall cooperate with all announced and unannounced site visits, audits, investigations, post-payment reviews, or other program integrity activities conducted by the NC DHHS.

(c) Nothing in this section shall be construed to limit the ability of the federal government, the Centers for Medicare and Medicaid Services, the U.S. Department of Health and Human Services Office of Inspector General, the U.S. Department of Justice, or any of the foregoing entities' contractors or agents, to enforce federal requirements for the submission of documentation in response to an audit or investigation. *(Section VII, G(3)(f))*.

9. Provider Ownership Disclosure. Participating Provider agrees to disclose the required information, at the time of application, and/or upon request, in accordance with 42 C.F.R.§ 455 Subpart B, related to ownership and control, business transactions, and criminal conviction for offenses against Medicare, Medicaid, CHIP and/or other federal health care programs. See 42 C.F.R. § 455, Parts 101 through 106 for definitions, percentage calculations, and requirements for disclosure of ownership, business transactions, and information on persons convicted of crimes related to any federal health care programs. Participating Provider agrees to notify, in writing, WellCare and the NC DHHS of any criminal conviction within twenty (20) days of the date of the conviction. *(Section VII, G(3)(g))*.

10. Provider Payment.

10.1 Methodology. The Agreement includes a provider payment provision that describes the methodology to be used as a basis for payment. Such provision does not include a rate methodology that provides for automatic increases in rates, consistent with N.C. Gen. Stat. 58-3-227(a)(5). *(Section VII, G(1)(m))*.

10.2 G.S. 58-3-225, Prompt Claim Payments under Health Benefit Plans. Unless otherwise provided by the NC DHHS's Advanced Medical Home Program Policy, Pregnancy Management Program Policy, Care Management for High-Risk Pregnancy Policy, or Care Management for At-Risk Children Policy, Participating Provider shall submit all claims to the Payor for processing and payments within one-hundred-eighty (180) calendar days from the date of covered service or discharge (whichever is later). However, Participating Provider's failure to submit a claim within this time will not invalidate or reduce any claim if it was not reasonably possible for Participating Provider to submit the claim within that time. In such case, the claim should be submitted as soon as reasonably possible, and in no event, later than one (1) year from the time submittal of the claim is otherwise required. *(Section VII, G(3)(h))*.

(a) For medical claims (including behavioral health), Payor shall comply with the requirements set forth below.

(i) The Payor shall within eighteen (18) calendar days of receiving a Medical Claim notify Participating Provider whether the claim is a Clean Claim, or pend the claim and request from Participating Provider all additional information needed to process the claim.

(ii) The Payor shall pay or deny a medical Clean Claim at lesser of thirty (30) calendar days of receipt of the claim or the first scheduled provider reimbursement cycle following adjudication.

(iii) A medical pended claim shall be paid or denied within thirty (30) calendar days of receipt of the requested additional information.

(b) For pharmacy claims, Payor shall comply with the requirements set forth below.

(i) The Payor shall within fourteen (14) calendar days of receiving a pharmacy claim pay or deny a pharmacy Clean Claim or notify Participating Provider that more information is needed to process the claim.

(ii) A pharmacy pended claim shall be paid or denied within fourteen (14) calendar days of receipt of the requested additional information.

(c) If the requested additional information on a medical or pharmacy pended claim is not submitted within ninety (90) days of the notice requesting the required additional information, the Payor shall deny

the claim per § 58-3-225 (d). The Payor shall reprocess medical and pharmacy claims in a timely and accurate manner as described in this provision (including interest and penalties if applicable).

(d) If the Payor fails to pay a Clean Claim in full pursuant to this provision, the Payor shall pay interest and penalty. Late Payments will bear interest at the annual rate of eighteen (18) percent beginning on the date following the day on which the claim should have been paid or was underpaid.

(e) Failure to pay a Clean Claim within thirty (30) days of receipt will result in the Payor paying Provider a penalty equal to one (1) percent of the total amount of the claim per day beginning on the date following the day on which the claim should have been paid or was underpaid.

(f) The Payor shall pay the interest and penalty from subsections (e) and (f) as provided in that subsection, and shall not require Provider to requests the interest or the penalty.

10.3 Government Funds. Participating Provider and WellCare acknowledge that funds used for provider payments are government funds. (Section VII, G (1)(s)).

11. Data to Provider. WellCare will provide certain data and information to the Provider, and changes to such information, which may include performance feedback report if compensation is related to efficiency criteria, information on benefit exclusions, administrative and utilization management requirements; credential verification programs; quality assessment programs; and provider sanction policies *(Section VII, G(1)(n))*.

12. Provider Directory. Participating Provider authorizes WellCare and/or Payor to include, and WellCare and/or Payor shall include, the name of Participating Provider and/or Participating Provider's group in the provider directory distributed to Covered Persons. *(Section VII, G (1)(p))*.

13. Assignment. Participating Provider shall not assign, delegate, or transfer any of its duties and/or responsibilities under the Agreement without prior written consent of WellCare. WellCare shall notify Provider in writing of any duties or obligations that are to be delegated or transferred, before the delegation or transfer. (Section VII, G (1)(r)).

14. Providers of Perinatal Care. To the extent that Participating Provider offers prenatal, perinatal, and postpartum services or is an obstetrician, Participating Provider shall comply with NC DHHS's Pregnancy Management Program. The Pregnancy Management Program is a set of mandatory standards and clinical initiatives aimed at improving the quality of pregnancy care, improving maternal and infant outcomes and reducing health care costs among participating providers. Participating Provider shall: (a) complete the standardized risk-screening tool at each initial visit; (b) allow WellCare or WellCare's designated vendor access to medical records for auditing purposes to measure performance on specific quality indicators; (c) commit to maintaining or lowering the rate of elective deliveries prior to thirty-nine (39) weeks gestation; (d) commit to decreasing the cesarean section rate among nulliparous women; (e) offer and provide 17 alpha-hydroxyprogesterone caproate (17p) for the prevention of preterm birth to women with a history of spontaneous preterm birth who are currently pregnant with a singleton gestation; (f) complete a high-risk screening on each pregnant Medicaid Managed Care Covered Person in the program and integrate the plan of care with local pregnancy care management; (g) decrease the primary cesarean delivery rate if the rate is over NC DHHS's designated cesarean rate (NC DHHS will set the rate annually at or below 20%); and (h) ensure comprehensive post-partum visits occur within fifty-six (56) days of delivery *(Section VII, G(1)(u)) and M(3))*.

14.1 High-Risk Pregnancies Information Requirement. Participating Provider shall send all screening information and applicable medical record information for Covered Persons in the Care Management of High-Risk Pregnancies to WellCare and the Local Health Departments or other applicable local care management entities that are contracted for the provision of providing care management services for high risk pregnancy within one business day of the provider completing the screening (Section VII, M(3.3.i.)).

15. Advanced Medical Homes. To the extent Participating Provider is an Advanced Medical Home (AMH), Participating Provider shall comply with NC DHHS' Advanced Medical Home Program, including the requirements set forth below. *(Section VII, G(1)(v))*.

15.1 Identified as PCP. Participating Provider shall accept Covered Persons and be listed as a PCP in WellCare's Covered Person-facing materials for the purpose of providing care to Covered Persons and managing their health care needs.

15.2 Care Coordination Services. Participating Provider shall provide primary care and patient care coordination services to each Covered Person, in accordance with WellCare policies. *(Section VII, G(1)(v)(i))*

15.3 Primary Care Coverage. Participating Provider shall provide or arrange for primary care coverage for services, consultation or referral, and treatment for emergency medical conditions, twenty-four (24) hours per day, seven (7) days per week. Automatic referral to the hospital emergency department for services does not satisfy this requirement.

15.4 Minimum Office Hours. Participating Provider shall provide direct patient care a minimum of 30 office hours per week.

15.5 Preventive Services. Participating Provider shall provide preventive services, in accordance with Section VII. Attachment M. Table 1: Required Preventive Services of the State Contract as set forth on Attachment A: Medicaid, Appendix A to Schedule A, Governmental Program Requirements to the Agreement.

15.6 Unified Medical Record. Participating Provider shall maintain a unified patient medical record for each Covered Person following the WellCare's medical record documentation guidelines.

15.7 Referrals. Participating Provider shall promptly arrange referrals for Medically Necessary health care services that are not provided directly and document referrals for specialty care in the medical record.

15.8 Medical Record Transfer. Participating Provider shall transfer the Covered Person medical record to the receiving provider upon the change of PCP at the request of the new PCP or WellCare (if applicable) and as authorized by the Covered Person within thirty (30) days of the date of the request, free of charge.

15.9 Appointments. Participating Provider shall authorize care for the Covered Person or provide care for the Covered Person based on the standards of appointment availability as defined by the WellCare's network adequacy standards.

15.10 Second Opinion. Participating Provider shall refer for a second opinion as requested by the Covered Person, based on NC DHHS guidelines and WellCare standards.

15.11 Utilization Management.

15.11.1.Participating Provider shall review and use Covered Person utilization and cost reports provided by WellCare for the purpose of AMH level utilization management and advise WellCare of errors, omissions, or discrepancies if they are discovered.

15.11.2.Prepaid Health Plans utilizes only North Carolina Medicaid's Clinical Coverage Policies for utilization management/clinical guidelines and other Department-approved utilization management/clinical guidelines.

15.12 Enrollment Report. Participating Provider shall review and use the monthly enrollment report provided by WellCare for the purpose of participating in WellCare or practice-based population health or care management activities. *(Section VII, M(2))*

15.13 Advanced Medical Home Tier 3 Standard Terms and Conditions. If Provider or a Contracted Provider is a Tier 3 Advanced Medical Home ("AMH") Participating Provider, the Agreement must include provisions that outline the AMH Tier 3 care management model and requirements consistent with the State Contract as set forth below. *(Section VII, M(2 - 4 (a-e))*

(a) (The AMH has primary responsibility for care management, and when the Prepaid Health Plan ("PHP") and AMH offer the same or similar disease management programs, the PHP will defer to the AMH program when the member's AMH is contracted as an Tier 3 AMH ("AMH3" or "AMH Level 3") except where the AMH is not performing to the operational or quality levels contractually required; and

(b) The PHP's disease management and care coordination program shall coordinate and work with the member's Advanced Medical Home's care coordination when the member's AMH is contracted as a Tier 3 AMH.

Unless otherwise specified, any required element may be performed either by the Tier 3 AMH practice itself or by a clinically-integrated network ("CIN") with which the practice has a contractual agreement that contains equivalent contract requirements. The WellCare shall maintain a contractual relationship with the AMH (not the CIN).

15.13.1. Tier 3 AMH practices must be able to risk stratify all empaneled patients.

(a) The Tier 3 AMH practice must ensure that assignment lists transmitted to the practice by the WellCare are reconciled with the practice's panel list and up to date in the clinical system of record.

(b) The Tier 3 AMH practice must use a consistent method to assign and adjust risk status for each assigned patient.

(c) The Tier 3 AMH practice must use a consistent method to combine risk scoring information received from the WellCare with clinical information to score and stratify the patient panel.

(d) The Tier 3 AMH practice must, to the greatest extent possible, ensure that the method is consistent with the Contract of identifying "priority populations" for care management.

(e) The Tier 3 AMH practice must ensure that the whole care team understands the basis of the practice's risk scoring methodology (even if this involves only clinician judgment at the practice-level) and that the methodology is applied consistently.

(f) The Tier 3 AMH practice must define the process and frequency of risk score review and validation.

15.13.2. Tier 3 AMH practices must be able to define the process and frequency of risk score review and validation.

(a) The Tier 3 AMH practice must use its risk stratification method to identify patients who may benefit from care management.

(b) The Tier 3 AMH practice must perform a Comprehensive Assessment (as defined below) on each patient identified as a priority for care management to determine care needs. The Comprehensive Assessment can be performed as part of a clinician visit, or separately by a team led by a clinician with a minimum credential of RN or LCSW. The Comprehensive Assessment must include at a minimum:

i) Patients immediate care needs and current services;

ii) Other state or local services currently used;

iii) Physical health conditions, including dental;

iv) Current and past behavioral and mental health and substance use status and/or disorders;

v) Physical, intellectual developmental disabilities;

vi) Medications — prescribed and taken;

vii) Priority domains of social determinants of health (housing, food, transportation; and interpersonal safety);

viii) Available informal, caregiver, or social supports, including peer supports.

(c) The Tier 3 AMH practice must have North Carolina licensed, trained staff organized at the practice level (or at the CIN level but assigned to specific practices) whose job responsibilities encompass care management and who work closely with clinicians in a team-based approach to care for high-need patients.

(d) For each high-need patient, the Tier 3 AMH practice must assign a care manager who is accountable for active, ongoing care management that goes beyond office-based clinical diagnosis and treatment and who has the minimum credentials of RN or LCSW.

15.13.3. Tier 3 AMH practices must use a documented Care Plan for each high-need patient receiving care management.

(a) The Tier 3 AMH practice must develop the Care Plan within thirty (30) days of Comprehensive Assessment, or sooner if feasible, while ensuring that needed treatment is not delayed by the development of the Care Plan.

(b) The Tier 3 AMH practice must develop the Care Plan so that it is individualized and person-centered, using a collaborative approach including patient and family participation where possible.

(c) The Tier 3 AMH practice must incorporate findings from the WellCare Care Needs Screening/risk scoring, practice-based risk stratification and Comprehensive Assessment with clinical knowledge of the patient into the Care Plan.

(d) The Tier 3 AMH practice must include, at a minimum, the following elements in the Care Plan:

i) Measurable patient (or patient and caregiver) goals;

ii) Medical needs including any behavioral health and dental needs;

iii) Interventions, including medication management and adherence;

iv) Intended outcomes; and

v) Social, educational, and other services needed by the patient.

(e) The Tier 3 AMH practice must have a process to update each Care Plan as Member needs change and/or to address gaps in care; including, at a minimum, review and revision upon re-assessment.

(f) The Tier 3 AMH practice must have a process to document and store each Care Plan in the clinical system of record.

(g) The Tier 3 AMH practice must periodically evaluate the care management services provided to high-risk, high-need patients by the practice to ensure that services are meeting the needs of empaneled patients, and refine the care management services as necessary.

(h) The Tier 3 AMH practice must track empaneled patients' utilization in other venues covering all or nearly all hospitals and related facilities in their catchment area, including local emergency departments (EDs) and hospitals, through active access to an admissions, discharge, and transfer (ADT) data feed that correctly identifies when empaneled patients are admitted, discharged, or transferred to/from an emergency department or hospital in real time or near real time.

(i) The Tier 3 AMH practice or CIN must implement a systematic, clinically appropriate care management process for responding to certain high-risk ADT alerts (indicated below).

i) Real time (minutes/hours) response to outreach from EDs relating to patient care or admission/discharge decisions, for example arranging rapid follow up after an ED visit to avoid an admission.

ii) Same-day or next-day outreach for designated high-risk subsets of the population to inform clinical care, such as beneficiaries with special health care needs admitted to the hospital; and

iii) Within a several-day period to address outpatient needs or prevent future problems for high risk patients who have been discharged from a hospital or ED (e.g., to assist with scheduling appropriate follow-up visits or medication reconciliations post discharge)

15.13.4. Tier 3 AMHs must be able to provide short-term, transitional care management along with medication reconciliation to all empaneled patients who have an emergency department (ED) visit or hospital admission / discharge / transfer and who are at risk of readmissions and other poor outcomes.

(a) The Tier 3 AMH practice must have a methodology or system for identifying patients in transition who are at risk of readmissions and other poor outcomes that considers all of the following:

i) Frequency, duration and acuity of inpatient, SNF and LTSS admissions or ED visits;

ii) Discharges from inpatient behavioral health services, facility-based crisis services, non-hospital medical detoxification, medically supervised or alcohol drug abuse treatment center;

iii) NICU discharges; and

iv) Clinical complexity, severity of condition, medications, risk score.

(b) For each patient in transition identified as high risk for admission or other poor outcome with transitional care needs, the Tier 3 AMH practice must assign a care manager who is accountable for transitional care management that goes beyond office-based clinical diagnosis and treatment and who has the minimum credentials of RN or LCSW.

(c) The Tier 3 AMH practice must include the following elements in transitional care management:

i) Ensuring that a care manager is assigned to manage the transition
ii) Facilitating clinical handoffs;
iii) Obtaining a copy of the discharge plan/summary;
iv) Conducting medication reconciliation;
v) Following-up by the assigned care manager rapidly following discharge;
vi) Ensuring that a follow-up outpatient, home visit or face to face encounter occurs; and
vii) Developing a protocol for determining the appropriate timing and format of such outreach.

15.13.5. Tier 3 AMH practices must use electronic data to promote care management.

(a) The Tier 3 AMH practice must receive claims data feeds (directly or via a CIN) and meet state-designated security standards for their storage and use.

16. Care Management for High-Risk Pregnancy. To the extent Participating Provider is a Local Health Department ("***LHD***") offering care management for high-risk pregnancy, this Section applies. Care Management for High-Risk Pregnancy refers to care management services provided to a subset of high-risk pregnant women by LHDs *(Section VII, M(4))*.

16.1 General Contracting Requirement. Participating Provider shall accept referrals from WellCare for Care Management for High-Risk Pregnancy Services. Participating Provider shall comply with the requirements NC DHHS' Care Management for High-Risk Pregnancy Policy.

16.2 Care Management for High-Risk Pregnancy: Outreach. Participating Provider shall refer potentially Medicaid-eligible pregnant women for prenatal care and Medicaid eligibility determination, including promoting the use of presumptive eligibility determination and other strategies to facilitate early access to Medicaid coverage during pregnancy. Participating Provider shall contact patients identified as having a priority risk factor through claims data (Emergency Department utilization, antepartum hospitalization, utilization of Labor & Delivery triage unit) for referral to prenatal care and to engage in care management.

16.3 Care Management for High-Risk Pregnancy: Population Identification and Engagement. Participating Provider shall review and enter all pregnancy risk screenings received from Pregnancy Management Program providers covered by the pregnancy care managers into the designated care management documentation system within five (5) calendar days of receipt of risk screening forms. Participating Provider shall utilize risk screening data, patient self-report information and provider referrals to develop strategies to meet the needs of those patients at highest risk for poor pregnancy outcome. Participating Provider shall accept pregnancy care management referrals from non-Pregnancy Management Program prenatal care providers, community referral sources (such as Department of Social Services or WIC programs), patient self-referral, and provide appropriate assessment and follow up to those patients based on the level of need. Participating Provider shall review available WellCare data reports identifying additional pregnancy risk status data, including regular, routine use of the Obstetric Admission, Discharge and Transfer (OB ADT) report, to the extent the OB ADT report remains available to Participating Provider. Participating Provider shall collaborate with out-of-county Pregnancy Management Program providers and Care Management for High-Risk Pregnancy teams to facilitate cross-county partnerships to ensure coordination of care and appropriate care management assessment and services for all patients in the target population.

16.4 Care Management for High-Risk Pregnancy: Assessment and Risk Stratification. Participating Provider shall conduct a prompt, thorough assessment by review of claims history and medical record, patient interview, case review with prenatal care provider and other methods, on all patients with one or more priority risk factors on pregnancy risk screenings and all patients directly referred for care management for level of need for care management support. Participating Provider shall utilize assessment findings, including those conducted by WellCare to determine level of need for care management support. Participating Provider shall document assessment findings in the care management documentation system. Participating Provider shall ensure that assessment

documentation is current throughout the period of time the care manager is working with the patient and should be continually updated as new information is obtained. Participating Provider shall assign case status based on level of patient need.

16.5 Care Management for High-Risk Pregnancy: Interventions. Participating Provider shall provide care management services in accordance with program guidelines, including condition-specific pathways, utilizing those interventions that are most effective in engaging patients and meeting their needs. This includes face-to-face encounters (practice visits, home visits, hospital visits, community encounters), telephone outreach, professional encounters and /or other interventions needed to achieve care plan goals. Participating Provider shall provide care management services based upon level of patient need as determined through ongoing assessment. Participating Provider shall develop patient-centered care plans, including appropriate goals, interventions and tasks. Participating Provider shall utilize NC Resource Platform and identify additional community resources once NC DHHS has certified it as fully functional. Participating Provider shall refer identified population to childbirth education, oral health, behavioral health or other needed services included in the Covered Person's WellCare network. Participating Provider shall document all care management activity in the care management documentation system.

16.6 Care Management for High-Risk Pregnancy: Integration with WellCare and Providers. Participating Provider shall assign a specific care manager to cover each Pregnancy Management Program provider within the county or serving residents of the county. Participating Provider shall ensure that an embedded or otherwise designated care manager has an assigned schedule indicating their presence within the Pregnancy Management Program. Participating Provider shall establish a cooperative working relationship and mutually-agreeable methods of patient-specific and other ongoing communication with the Pregnancy Management Program providers. Participating Provider shall establish and maintain effective communication strategies with Pregnancy Management Program providers and other key contacts within the practice within the county or serving residents of the county. Participating Provider shall assure the assigned care manager participates in relevant Pregnancy Management Program meetings addressing care of patients in the target population. Participating Provider shall ensure awareness of WellCare Covered Persons' "in network" status with providers when organizing referrals. Participating Provider shall ensure understanding of WellCare's prior authorization processes relevant to referrals.

16.7 Care Management for High-Risk Pregnancy: Collaboration with WellCare. Participating Provider shall work with WellCare to ensure program goals are met. Participating Provider shall review and monitor WellCare reports created for the Pregnancy Management Program and Care Management for High Risk Pregnancy services to identify individuals at greatest risk. Participating Provider shall communicate with WellCare regarding challenges with cooperation and collaboration with Pregnancy Management Program and non-Pregnancy Management Program prenatal care providers. Participating Provider shall participate in pregnancy care management and other relevant meetings hosted by WellCare.

16.8 Care Management for High-Risk Pregnancy: Training. Participating Provider shall ensure that pregnancy care managers and their supervisors attend pregnancy care management training offered by WellCare and/or NC DHHS, including webinars, new hire orientation or other programmatic training. Participating Provider shall ensure that pregnancy care managers and their supervisors attend continuing education sessions coordinated by WellCare and/or NC DHHS. Participating Provider shall ensure that pregnancy care managers and their supervisors pursue ongoing continuing education opportunities to stay current in evidence-based care management of pregnancy and postpartum women at risk for poor birth outcomes. Participating Provider shall ensure that pregnancy care managers and their supervisors utilize Motivational Interviewing and Trauma Informed Care techniques on an ongoing basis.

16.9 Care Management for High-Risk Pregnancy: Staffing.

(a) Participating Provider shall employ care managers meeting pregnancy care management competencies defined as having at least one of the following qualifications: registered nurse; or social worker with a bachelor's degree in social work (BSW, BA in SW, or BS in SW) or master's degree in social work (MSW, MA in SW, or MS in SW) from a Council on Social Work Education accredited social work degree program. Care Managers

for High- Risk Pregnancy hired prior to September 1, 2011 without a bachelor's or master's degree in social work may retain their existing position; however, this grandfathered status does not transfer to any other position. Participating Provider shall ensure that Community Health workers for Care Manager for High-Risk Pregnancy services work under the supervision and direction of a trained care manager. Participating Provider shall include both registered nurses and social workers in order to best meet the needs of the Target Population with medical and psychosocial risk factors on their team. If the Participating Provider only has a single Care Manager for High-Risk Pregnancy, the Participating Provider shall ensure access to individual(s) to provide needed resources, consultation and guidance from the non-represented professional discipline. Participating Provider shall engage care managers who operate with a high level of professionalism and possess an appropriate mix of skills needed to work effectively with a pregnant population at high risk for poor birth outcome. This skill mix should reflect the capacity to address the needs of patients with both medically and socially complex conditions. Participating Provider shall establish staffing arrangements to ensure continuous service delivery through appropriate management of staff vacancies and extended absences, including following WellCare /NC DHHS guidance about communication with WellCare about any vacancies or extended staff absences and adhering to guidance about contingency planning to prevent interruptions in service delivery. Vacancies lasting longer than sixty (60) days shall be subject to additional oversight by WellCare.

(b) Participating Provider shall ensure that Pregnancy Care Managers must demonstrate: (i) a high level of professionalism and possess appropriate skills needed to work effectively with a pregnant population at high risk for poor birth outcomes; (ii) proficiency with the technologies required to perform care management functions; (iii) motivational interviewing skills and knowledge of adult teaching and learning principles; (iv) ability to effectively communicate with families and providers; and (v) critical thinking skills, clinical judgment and problem-solving abilities.

(c) Participating Provider shall provide qualified supervision and support for pregnancy care managers to ensure that all activities are designed to meet performance measures, with supervision to include: (i) provision of program updates to care managers; (ii) daily availability for case consultation and caseload oversight; (iii) regular meetings with direct service care management staff; (iv) utilization of reports to actively assess individual care manager performance; and (v) compliance with all supervisory expectations delineated in the Care Management for High-Risk Pregnancy Program Manual.

17. Care Management for At-Risk Children. To the extent Participating Provider is a LHD offering care management for at-risk children, this Section applies. Care Management for At-Risk Children is care management services provided by to a subset of the Medicaid population ages 0-5 identified as being "high-risk" *(Section VII, M(5))*.

17.1 Care Management for At-Risk Children: General Requirements. Participating Provider shall accept referrals from WellCare for children identified as requiring Care Management for At-Risk Children. Participating Providers shall comply with the requirements of NC DHHS' Care Management for At-Risk Children Policy.

17.2 Care Management for At-Risk Children: Outreach. Participating Provider shall educate patients, Advanced Medical Homes, other practices and community organizations about the benefits of the Care Management for At-Risk Children Program and target populations for referral; disseminate the Care Management for At-Risk Children Referral Form either electronically and/or in a paper version to potential referral sources. Participating Provider shall communicate regularly with the Advanced Medical Homes and other practice serving children, to ensure that children served by that medical home are appropriately identified for Care Management for At-Risk Children services. Participating Provider shall collaborate with out-of-county Advanced Medical Homes and other practices to facilitate cross-county partnerships to optimize care for patients who receive services from outside their resident county. Participating Provider shall identify or develop if necessary, a list of community resources available to meet the specific needs of the population. Participating Provider shall utilize the NC Resource Platform, when operational, and identify additional community resources and other supportive services once the platform has been fully certified by NC DHHS.

17.3 Care Management for At-Risk Children: Population Identification. Participating Provider shall use any claims-based reports and other information provided by WellCare, as well as Care Management for At-Risk Children Referral Forms received to identify priority populations. Participating Provider shall establish and maintain contact with referral sources to assist in methods of identification and referral for the target population. Participating Provider shall communicate with the medical home and other primary care clinician about the Care Management for At-Risk Children target group and how to refer to the Care Management for At-Risk Children program.

17.4 Care Management for At-Risk Children: Family Engagement. Participating Provider shall involve families (or legal guardian when appropriate) in the decision-making process through a patient-centered, collaborative partnership approach to assist with improved self-care. Participating Provider shall foster self-management skill building when working with families of children. Participating Provider shall prioritize face-to-face family interactions (home visit, PCP office visit, hospital visit, community visit, etc.) over telephone interactions for children in active case status, when possible.

17.5 Care Management for At-Risk Children: Assessment and Stratification of Care Management Service Level. Participating Provider shall use the information gathered during the assessment process to determine whether the child meets the Care Management for At-Risk Children target population description. Participating Provider shall review and monitor WellCare reports created for Care Management for At-Risk Children, along with the information obtained from the family, to assure the child is appropriately linked to preventive and primary care services and to identify individuals at risk. Participating Provider shall use the information gained from the assessment to determine the need for and the level of service to be provided.

17.6 Care Management for At-Risk Children: Plan of Care. Participating Provider shall provide information and/or education to meet families' needs and encourage self-management using materials that meet literacy standards. Participating Provider shall ensure children/families are well-linked to the child's Advanced Medical Home or other practice; provide education about the importance of the medical home. Participating Provider shall provide care management services in accordance with program guidelines, including condition-specific pathways, utilizing those interventions that are most effective in engaging patients, meeting their needs and achieving care plan goals. Participating Provider shall identify and coordinate care with community agencies/resources to meet the specific needs of the child; use any locally-developed resource list (including NC Resource Platform) to ensure families are well linked to resources to meet the identified need. Participating Provider shall provide care management services based upon the patient's level of need as determined through ongoing assessment.

17.7 Care Management for At-Risk Children: Integration with WellCare and Providers. Participating Provider shall collaborate with Advanced Medical Home/PCP/care team to facilitate implementation of patient-centered plans and goals targeted to meet individual child's needs. Participating Provider shall ensure that changes in the care management level of care, need for patient support and follow up and other relevant updates (especially during periods of transition) are communicated to the Advanced Medical Home PCP and/or care team. Where care management is being provided by WellCare and/or Advanced Medical Home practice in addition to the Care Management for At-Risk program, the WellCare/AMH practice must explicitly agree on the delineation of responsibility and document that agreement in the child's Plan of Care to avoid duplication of services Participating Provider shall ensure that changes in the care management level of care, need for patient support and follow up and other relevant updates (especially during periods of transition) are communicated to the Advanced Medical home PCP and/or care team and to WellCare. Participating Provider shall ensure awareness of WellCare Covered Person's "in network" status with providers when organizing referrals. Participating Provider shall ensure understanding of WellCare's prior authorization processes relevant to referrals.

17.8 Care Management for At-Risk Children: Service Provision. Participating Provider shall document all care management activities in the care management documentation system in a timely manner. Participating Provider shall ensure that the services provided by Care Management for At-Risk Children meet a specific need of the family and work collaboratively with the family and other service providers to ensure the services are provided as a coordinated effort that does not duplicate services.

17.9 Care Management for At-Risk Children: Training. Participating Provider shall participate in NC DHHS/ WellCare-sponsored webinars, trainings and continuing education opportunities as provided. Participating Provider shall pursue ongoing continuing education opportunities to stay current in evidence-based care management of high risk children.

17.10 Care Management for At-Risk Children: Staffing.

(a) Participating Provider shall hire care managers meeting Care Management for At-Risk Children care coordination competencies and with at least one of the following qualifications: registered nurse; or social worker with a bachelor's degree in social work (BSW, BA in SW, or BS in SW) or master's degree in social work (MSW, MA in SW, or MS in SW) from a Council on Social Work Education accredited social work degree program. Non-degreed social workers cannot be the lead care manager providing Care Management for At-Risk Children even if they qualify as a Social Worker under the Office of State Personnel guidelines. Participating Provider shall engage care managers who operate with a high level of professionalism and possess an appropriate mix of skills needed to work effectively with high-risk children. This skill mix must reflect the capacity to address the needs of patients with both medically and socially complex conditions. Participating Provider shall ensure that the team of Care Management for At-Risk Children care managers shall include both registered nurses and social workers to best meet the needs of the target population with medical and psychosocial risk factors. If the Participating Provider has only has a single Care Management for At-Risk Children care manager, the Participating Provider shall ensure access to individual(s) to provide needed resources, consultation and guidance from the non-represented professional discipline. Participating Provider shall maintain services during the event of an extended vacancy. In the event of an extended vacancy, Participating Provider shall complete and submit the vacancy contingency plan that describes how an extended staffing vacancy will be covered and the plan for hiring if applicable. Participating Provider shall establish staffing arrangements to ensure continuous service delivery through appropriate management of staff vacancies and extended absences, including following NC DHHS guidance regarding vacancies or extended staff absences and adhering to NC DHHS guidance about contingency planning to prevent interruptions in service delivery. Vacancies lasting longer than sixty (60) days will be subject to additional oversight. Participating Provider shall ensure that supervisors who carry a caseload must also meet the Care Management for At-Risk Children care management competencies and staffing qualifications. Participating Provider shall ensure that Community Health Workers and other unlicensed staff work under the supervision and direction of a trained Care Management for At-Risk Children Care Manager.

(b) Participating Provider shall ensure that Care Management for At-Risk Children Care Managers must demonstrate: (i) proficiency with the technologies required to perform care management functions – particularly as pertains to claims data review and care management documentation system; (ii) ability to effectively communicate with families and providers; (iii) critical thinking skills, clinical judgment and problem-solving abilities; and (iv) motivational interviewing skills, Trauma Informed Care, and knowledge of adult teaching and learning principles.

(c) Participating Provider shall provide qualified supervision and support for Care Management for At-Risk Children care managers to ensure that all activities are designed to meet performance measures, with supervision to include: (i) provision of program updates to care managers; (ii) daily availability for case consultation and caseload oversight; (iii) regular meetings with direct service care management staff; and (iv) utilization of monthly and on-demand reports to actively assess individual care manager performance.

18. N.C. Gen. Stat. Ch. 58 Requirements.

18.1 N.C. Gen. Stat. § 58-3-200(c), Coverage Determinations. If WellCare or Payor determines that services, supplies or other items are Covered Services, WellCare or Payor shall not subsequently retract its determination after such services have been provided, or reduce payments for such services furnished in reliance on such a determination, unless the determination was based on a material misrepresentation about the Covered Person's health condition that was knowingly made by the Covered Person or the provider of the service, supply or other item. *(Section VII, G (1)(x)(i))*.

18.2 N.C. Gen. Stat. § 58-3-227(h), Contract Negotiations. When offering a contract to a Health Care Provider, WellCare or Payor shall make available to Health Care Provider its schedule of fees associated with the top 30 services or procedures most commonly billed by the class of Provider. Upon the request of the Health Care Provider, WellCare or Payor shall also make available the full schedule of fees for services or procedures billed by that class of provider(s). If Health Care Provider requests fees for more than 30 services and procedures, WellCare or Payor may require the Health Care Provider to specify the additional requested services and procedures and may limit the Health Care Provider's access to the additional schedule of fees to those associated with services and procedures performed by or reasonably expected to be performed by such Health Care Provider. *(Section VII, G(1)(x)(ii))*.

18.3 N.C. Gen. Stat. § 58-50-275(a)-(b), Notice Contact. Provider and WellCare have set forth in the Agreement a "notice contact" provision listing the name or title and address of the person to whom all correspondence, including proposed Amendments and other notices, pertaining to the contractual relationship between the Parties shall be sent. Notwithstanding anything in the Agreement to the contrary, means for sending all notices provided under the Agreement is one or more of the following, calculated as (i) five business days following the date the notice is placed, first-class postage prepaid, in the United States mail; (ii) on the day the notice is hand delivered; (iii) for certified or registered mail, the date on the return receipt; or (iv) for commercial courier service, the date of delivery. Nothing in this section prohibits the use of an electronic medium for a communication other than an Amendment if agreed to by WellCare and Provider (Section VII, G(1)(x)(iv)).

18.4 N.C. Gen. Stat. § 58-50-280(a)-(d), Proposed Amendment. WellCare shall date, label "Amendment," sign, include an effective date, and send any proposed Amendment to this Agreement or this Attachment to the notice contact of Provider. Provider will have sixty (60) days from the date of receipt to object to the proposed Amendment in writing. If Provider fails to object in writing within such sixty (60) days, the Amendment will be effective. If Provider timely objects to a proposed Amendment in writing, then WellCare may terminate the Agreement or this Attachment upon sixty (60) days' written notice to Provider. *(Section VII, G(1)(x)(v))*.

18.5 N.C. Gen. Stat. § 58-50-285 (a)-(b), Policies and Procedures. WellCare or Payor shall provide a Health Care Provider with a copy of its policies and procedures prior to execution of a new or amended contract and annually to all Participating Providers. Such policies and procedures may be provided in hard copy, CD or other electronic format, and may also be provided by posting the policies and procedures on the WellCare or Payor website. Such policies and procedures will not conflict with or override any term of a contract, including contract fee schedules. In the event of a conflict between a policy or procedure and the language in a contract, the contract language shall prevail. (Section VII, G(1)(x)(vi)).

18.6 N.C. Gen. Stat. § 58-51-37(d)-(e), Pharmacy Participation. To the extent Participating Provider is a pharmacy or pharmacist, this Section applies. Participating Provider shall not waive, discount, rebate, or distort a copayment or a Covered Person's portion of a prescription drug coverage or reimbursement. If Participating Provider provides a pharmacy service to a Covered Person that meets the terms and requirements of the Coverage Agreement, Participating Provider shall provide its pharmacy services to all Covered Persons covered by that Coverage Agreement on the same terms and requirements. A violation of the foregoing is a violation of the Pharmacy Practice Act subjecting the pharmacist to disciplinary authority of the North Carolina Board of Pharmacy. At least sixty (60) days before the effective date of a Payor providing reimbursement to North Carolina residents for prescription drugs, which restricts pharmacy participation, WellCare or Payor shall notify, in writing, all pharmacies within the geographical coverage area of the Coverage Agreement and offer to the pharmacies the opportunity to participate under identical reimbursement terms for providing pharmacy services, including prescription drugs. WellCare shall, through reasonable means, on a timely basis, and on regular intervals in order to effectuate the purposes of this section, inform the Covered Persons of the Coverage Agreement of the names and locations of pharmacies that are participating in the plan as providers of pharmacy services and prescription drugs. Additionally, participating pharmacies shall be entitled to announce their participation to their customers through a means acceptable to the pharmacy and WellCare. The pharmacy notification provisions of this section do not apply when an individual or group is enrolled, but when WellCare enters a particular county of the State. *(Section VII, G(1)(x)(vii))*.

19. Indian Health Care Providers. To the extent Participating Provider is an Indian Health Care Provider, Participating Provider shall execute and comply with the Medicaid Managed Care Addendum for Indian Health Care Providers. *(Section VII, H).*

20. Conflict of Interest. Participating Provider will comply with all applicable federal and state conflict of interest laws, including Section 1902(a)(4)(C) of the Social Security Act, 42 C.F.R. § 438.58, and N.C. Gen. Stat. §§ 108A-65 and 143B-139.6C. Participating Provider agrees that financial considerations will not influence decisions to provide medically appropriate care. Participating Provider shall abide by his or her professional obligations to patients and Covered Persons and will not take any actions that conflict with such obligations. *(Section V, A.9.i)*

21. Vaccines for Children Program. If Participating Provider is a Primary Care Provider who services Covered Persons under age 19, Participating Provider is encouraged to participate in the Vaccines for Children Program. If Participating Provider is a Primary Care Provider, Participating Provider will administer vaccines consistent with the AAP/Bright Future periodicity schedule. *(Section V, C(1)(c)(ix)* and *Section V, C(2)(v)(vii)).*

22. PCPs. If Participating Provider is a Primary Care Provider, Participating Provider will: (a) perform, during preventive service visits, and as necessary at any visit, oral health assessments, evaluations, prophylaxis and oral hygiene counseling for children under twenty-one (21) years of age in accordance with the NC DHHS's Oral Health Periodicity Schedule; (b) refer infant Medicaid Covered Persons to a dentist or a dental professional working under the supervision of a dentist at age one (1), per the requirements of the NC DHHS's Oral Health Periodicity Schedule; and (c) include all of the following components in each medical screening: (i) routine physical examinations as recommended and updated by the American Academy of Pediatrics (AAP) "Guidelines for Health Supervision III" and described in "Bright Futures: Guidelines for Health Supervision of Infants, Children and Adolescents", screening for developmental delay at each visit through the 5th year and screening for Autistic Spectrum Disorders per AAP guidelines, (ii) comprehensive, unclothed physical examination, (iii) all appropriate immunizations, in accordance with the schedule for pediatric vaccines established by the Advisory Committee on Immunization Practices, (iv) laboratory testing (including blood lead screening appropriate for age and risk factors); and (e) health education and anticipatory guidance for both the child and caregiver. *(Section V, C.2.i).*

23. Behavioral Health Providers. If Participating Provider is a behavioral health provider, Participating Provider will coordinate with Primary Care Providers and specialists conducting EPSDT screenings. *(Section V, C.2.j).*

24. 340B Covered Entities. If Participating Provider is a 340B covered entity, the Participating Provider will: (a) submit National Council for Prescription Drug Programs (NCPDP) code "08" in Basis of Cost Determination field 423-DN or in Compound Ingredient Basis of Cost Determination field 490-UE at the point of sale to identify claims submitted for drugs purchased through the 340B program; (b) identify outpatient hospital and physician-administered drug claims submitted for drugs purchased through the 340B program using a UD modifier or other claim modifiers defined by the NC DHHS (42 C.F.R. § 438.3(s)(3)); (c) comply with the point of sale identification of drugs purchased through the 340B program (42 C.F.R. § 438.3(s)(3)); and (d) resubmit the claims with the appropriate NCPDP 340B claims identification codes when 340B claims are retroactively identified (42 C.F.R. § 438.3(s)(3)). *(Section V, C(3)(i)(v)).*

25. Exclusion. Participating Provider represents and warrants that he, she or it is not excluded from participation in federal health care programs under either section 1128 or 1128A of the Social Security Act. 42 C.F.R. § 438.610(b). Participating Provider will immediately notify WellCare in writing upon any change regarding foregoing. *(Section V, D(2)(c)(iv)).*

26. High Level Clinical Setting Discharge. Participating Provider will notify WellCare when a Covered Person in a high level clinical setting is being discharged. For the purpose of this section, a High Level Clinical Setting includes but is not limited to:

(a) Hospital/Inpatient acute care and long-term acute care

(b) Nursing Facility
(c) Adult Care Home
(d) Inpatient behavioral health services
(e) Facility-based crisis services for children
(f) Facility-based crisis services for adults
(g) ADATC

(Section V, D(2)(c)(xiv)).

27. Claim Submission. Participating Provider will not submit claim or encounter data for services covered by Medicaid managed care and WellCare directly to the NC DHHS. *(Section V, D(2)(c)(xviii)).*

28. Provider Preventable Conditions. Participating Provider will comply with 42 C.F.R. § 438.3(g), which, at a minimun, means non-payment of provider-preventable conditions as well as appropriate reporting, as required by WellCare. *(Section V, D(2)(d)(ii)).*

29. Program Integrity. Participating Provider: (a) will have compliance plans that meet the requirements of 42 C.F.R. § 438.608 and policies and procedures that meet the requirements of the Deficit Reduction Act of 2005; (b) will have policies and procedures that recognize and accept Medicaid as "the payer of last resort"; and (c) is prohibited from billing Covered Persons for Covered Services any amount greater than would be owed if the Participating Provider provided the service directly as provided in 42 C.F.R. §§ 438.3(k) and 438.230(c)(1)-(2). *(Section V, D(2)(f); Section V, J(2)(b)(iii)(c)).*

30. No Auto-Enrollment in Other Products. WellCare will not require individual practitioners, as a condition of contracting with it, to agree to participate or accept other products offered by the WellCare nor will WellCare automatically enroll the provider in any other product offered by it. This requirement does not apply to facility providers. *(Section V, D(2)(c) (viii))*

31. Grievance and Appeals. WellCare shall handle appeals and grievances raised by Provider in connection with the Medicaid Product promptly, consistently, fairly, and in compliance with state and federal law and Department requirements, through an appeals and grievance system that is distinct from that offered to Covered Persons. Such appeals and grievance system, additional information about which is set forth in the Provider Manual, shall meet the requirements set forth below:

(a) Grievances. WellCare will have a process in place to receive and resolve complaints or disputes with Provider, in a timely manner, where remedial action is not requested. WellCare will accept and resolve Provider's grievances regarding WellCare that are referred from the Department. WellCare will make available to Provider a method for submitting grievances through WellCare's provider portal.

(b) Appeals. WellCare will offer Provider appeal rights as described in the State Contract and Provider Manual. WellCare will provide written notice of Provider's right to appeal along with any notice of a decision giving rise to Provider's right to appeal. WellCare will make available to Provider a method for submitting appeals through WellCare's provider portal. WellCare will accept a written request for an appeal from Provider within thirty (30) calendar days of the date on which (i) Provider received written notice from WellCare of the decision giving rise to the right to appeal; or (ii) WellCare should have taken a required action and failed to take such actions. WellCare will acknowledge receipt of each appeal request within five (5) calendar days of receipt of the request, and will extend such timeframe by thirty (30) calendar days if Provider's request is for an appeal for good cause shown, as determined by WellCare. WellCare will consider the voluminous nature of required evidence/supporting documentation, and the appeal of an adverse quality decision, as good cause reasons to extend such timeframe. Provider shall exhaust WellCare's internal appeals process before seeking recourse under any other process permitted by contract or law.

(c) Resolution of Appeal. WellCare will establish a committee to review and make decisions on Provider's appeals, which committee will consist of at least three (3) qualified individuals who were not involved in the original decision, action, or inaction giving rise to the right to appeal, as well as an external peer reviewer when the issue on appeal involves whether the provider met the Objective Quality Standards. WellCare will provide written notice of decision of the appeal (which notice shall include information regarding further appeal rights) within thirty (30) calendar days of receiving a complete appeal request, or if an extension is granted to the provider to submit additional evidence, the date on which all evidence is submitted to WellCare. Provider may be represented by an attorney during the appeals process.

(d) Appeals of Suspension or Withhold of Provider Payment. In cases of the suspension or withholding of Provider payments, WellCare will limit the issue on appeal to whether WellCare had good cause to commence the withholding or suspension of payments to Provider; WellCare will not address whether Provider has or has not committed fraud or abuse. WellCare will offer Provider an in-person or telephone hearing when Provider is appealing whether WellCare has good cause to withhold or suspend payments to Provider. WellCare will schedule such hearing and issue a written decision regarding whether WellCare had good cause to suspend or withhold payments within fifteen (15) business days of receiving Provider's appeal. Upon a finding that WellCare did not have good cause to suspend or withhold payments, WellCare will reinstate any payments that were withheld or suspended within five (5) business days. WellCare will pay interest and penalties for overturned denials, underpayments, or findings that it did not have good cause to suspend or withhold payment from the original Date of Payment, suspension, withhold or denial. *(Attachment G-1.q)*

32. Material Changes to Provider Manual, Reimbursement Policies or Clinical Policies. WellCare shall notify Participating Provider of updates to WellCare's clinical policies electronically no later than 30 calendar days prior to the effective date of the policy, or at a date defined by the NC DHHS, directed to Participating Provider's contact for notices under this Agreement via WellCare's provider portal. Participating Provider may request written notification, at no additional cost, to be mailed no later than 30 days prior to the effective date of the policy, or at a date defined by the NC DHHS, of the policy. WellCare shall not implement any material changes to the clinical policies without express approval from the NC DHHS. *(Section VII, Attachment G(3)(i))*

33. Contract Amendments with Individual Providers. For the purposes of this Section 33 only, the following terms shall have the following definitions:

(i) "***Amendment***" shall mean any change to the terms of this Medicaid Product Attachment, including terms incorporated by reference, that modifies fee schedules. A change required by federal or State law, rule, regulation, administrative hearing, or court order is not an Amendment.

(ii) "***Contract***" shall mean this Agreement, which is an agreement between WellCare and Provider for the provision of health care services by the provider on a preferred or in-network basis.

(iii) "***Health Benefit Plan***" shall mean a policy, certificate, contract, or plan as defined in N.C. Gen. Stat. §58-3-167.

(iv) "***Health Care Provider***" shall mean Provider if Provider is an individual who is licensed, certified, or otherwise authorized under Chapter 90 or Chapter 90B of the General Statutes or under the laws of another state to provide health care services in the ordinary course of business or practice of a profession or in an approved education or training program and a facility that is licensed under Chapter 131E or Chapter 122C of the General Statutes or is owned or operated by the State of North Carolina in which health care services are provided to patients.

(v) "***Insurer***" shall mean WellCare (as otherwise defined herein), which is an entity as defined in N.C. Gen. Stat. §58-3-227(a)(4).

Insurer shall send any proposed Contract Amendment to the notice contact of Health Care Provider pursuant to N.C. Gen. Stat. §58-50-275. The proposed Amendment shall be dated, labeled "Amendment," signed by the Insurer, and

include an effective date for the proposed Amendment. Health Care Provider receiving a proposed Amendment shall be given at least sixty (60) days from the date of receipt to object to the proposed Amendment. The proposed Amendment shall be effective upon Health Care Provider failing to object in writing within sixty (60) days. If Health Care Provider objects to a proposed Amendment, then the proposed Amendment is not effective and the initiating Insurer shall be entitled to terminate the Contract upon sixty (60) days written notice to Health Care Provider. Nothing in this Part prohibits Health Care Provider and Insurer from negotiating Contract terms that provide for mutual consent to an Amendment, a process for reaching mutual consent, or alternative notice contacts. *(Attachment G-1.x.iii)*

34. Exemption from Notification of Emergent or Observation Admissions. For all contracts with a hospital who attests live in production status with North Carolina HealthConnex, the contract shall indicate the provider is exempted from reporting any emergent or observation admissions to the PHP, and that the PHP shall utilize NC*Notify for such admission information. Except the exemption from notification shall not apply when the hospital has technical or data quality issues, in which case the hospital shall notify the PHP directly.

35. Incident Reporting Procedures and Peer Review Process. Providers rendering Covered Services to Members or Covered Persons shall report critical incidents to Health Plan and to the Department in accordance with all applicable Laws and Governmental Authority's mandated requirements and procedures for reporting such incidents, and Providers shall cooperate with Health Plan in its investigation of critical incidents. Notwithstanding the foregoing, nothing in this Agreement shall require Providers who participate in Health Plan's peer review, medical review, or quality review committees to take any actions that are contrary to the confidentiality and liability protections afforded such Providers under N.C. Gen. Stat. §§90-21.22A, 131E-76, or 131E-95, as applicable.

36. Patient Choice Counseling Limitations. Nothing in this Agreement shall be construed to limit the ability of Provider to inform its patients of Provider or its Contracted Provider's participation or non-participation in specific Medicaid Managed Care health plans. Provider may also inform its patients of the categories of Medicaid participants remaining in North Carolina Medicaid Direct.

APPENDIX A TO
SCHEDULE A
GOVERNMENTAL PROGRAM REQUIREMENTS

Section VII Attachment M.2. Table 1: Required Preventive Services													
		Required for providers who serve the following age ranges (The age ranges are not displayed to the provider on this screen. The age ranges will be used in PEGA workflow for approval and verification purposes.)											
Reference Number	AMH Preventative Health Requirements	0 to 3	0 to 6	0 to 11	0 to 18	0 to 21	0 to 121	3 to 17	7 to 120	11 to 18	11 to 121	18 to 121	21 to 121
1	Adult Preventative and Ancillary Health Assessment						Y		Y		Y	Y	Y
2	Blood Lead Level Screening	Y	Y	Y	Y	Y	Y						
3	Cervical Cancer Screening (applicable to Females only)						Y		Y		Y	Y	Y
4	Diphtheria, Tetanus Pertussis Vaccine (DTaP)	Y	Y	Y	Y	Y	Y	Y					
5	Haemophilus Influenzae Type B Caccine Hib	Y	Y	Y	Y	Y	Y	Y					
6	Health Check Screening Assessment	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
7	Hearing		Y	Y	Y	Y	Y	Y	Y	Y	Y		
8&9	Hemoglobin or Hematocrit	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
10	Hepatitis B Vaccine	Y	Y	Y	Y	Y	Y	Y					
11	Inactivated Polio Vaccine (IPV)	Y	Y	Y	Y	Y	Y	Y					
12	Influenza Vaccine	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
13	Measles, Mumps, Rubelia Vaccine (MMR)	Y	Y	Y	Y	Y	Y	Y					
14	Pneumococcal Vaccine	Y	Y	Y	Y	Y	Y	Y	Y		Y	Y	Y
15	Standardized Written Developmental	Y	Y	Y	Y	Y	Y	Y					
16	Tetanus			Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
17	Tuberculin Testing (PPD Intradermal Injection/Mantoux Method)	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
18	Urinalysis								Y		Y	Y	Y
19	Varicella Vaccine	Y	Y	Y	Y	Y	Y	Y					
20	Vision Assessment		Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	

Attachment A: Medicaid

EXHIBIT 1
COMPENSATION SCHEDULE
ANCILLARY SERVICES
PUBLIC AMBULANCE

This compensation schedule ("Compensation Schedule") sets forth the maximum reimbursement amounts for Covered Services provided by Contracted Providers to Covered Persons enrolled in a Medicaid Product. Where the Contracted Provider's tax identification number ("TIN") has been designated by the Payor as subject to this Compensation Schedule, Payor shall pay or arrange for payment of a Clean Claim for Covered Services rendered by the Contracted Provider according to the terms of, and subject to the requirements set forth in, the Agreement and this Compensation Schedule. Payment under this Compensation Schedule shall consist of the Allowed Amount as set forth herein less all applicable Cost-Sharing Amounts. All capitalized terms used in this Compensation Schedule shall have the meanings set forth in the Agreement, the applicable Product Attachment, or the Definitions section set forth at the end of this Compensation Schedule.

The compensation for ambulance Covered Services rendered to a Covered Person shall be the "Allowed Amount." Except as otherwise provided in this Compensation Schedule, the Allowed Amount for ambulance Covered Services is 100% of the amount payable based on the Medicaid Managed Care Ambulance Fee Schedule set forth by the North Carolina Division of Health Benefits ("NCDHB") at the date of service.

Additional Directed Payments. WellCare shall make additional payments as directed and determined by NCDHB and approved by CMS.

Additional Provisions:

1. Code Change Updates. Payor utilizes nationally recognized coding structures (including, without limitation, revenue codes, CPT codes, HCPCS codes, ICD codes, national drug codes, ASA relative values, etc., or their successors) for basic coding and descriptions of the services rendered. Updates to billing-related codes shall become effective on the date ("Code Change Effective Date") that is the later of: (i) the first day of the month following sixty (60) days after publication by the governmental agency having authority over the applicable Product of such governmental agency's acceptance of such code updates, (ii) the effective date of such code updates as determined by such governmental agency or (iii) if a date is not established by such governmental agency or the applicable Product is not regulated by such governmental agency, the date that changes are made to nationally recognized codes. Such updates may include changes to service groupings. Claims processed prior to the Code Change Effective Date shall not be reprocessed to reflect any such code updates.

2. Fee Change Updates. Updates to the fee schedule shall become effective on the effective date of such fee schedule updates, as determined by the Payor ("Fee Change Effective Date"). The date of implementation of any fee schedule updates, i.e. the date on which such fee change is first used for reimbursement ("Fee Change Implementation Date"), shall be the later of: (i) the first date on which Payor is reasonably able to implement the update in the claims payment system; or (ii) the Fee Change Effective Date. Claims processed prior to the Fee Change Implementation Date shall not be reprocessed to reflect any updates to such fee schedule, even if service was provided after the Fee Change Effective Date.

3. Billing Requirements. Contracted Provider must bill HCPCS codes in addition to revenue code for services specified within this Compensation Schedule. Failure to submit a HCPCS code may result in a claim denial.

4. Date of Service Requirements. Contracted Provider is required to identify each date of service on claims for multiple dates of service.

5. Carve-Out Services. With respect to any "Carve-Out" Covered Services as contemplated in this Agreement, any payment arrangement entered into between Provider and a third party vendor of such services shall supersede compensation hereunder.

6. Payment under this Compensation Schedule. All payments under this Compensation Schedule are subject to the terms and conditions set forth in the Agreement, the Provider Manual and any applicable billing manual and claim processing policies.

Definitions:

a. **Allowed Amount** means the amount designated in this Compensation Schedule as the maximum amount payable to a Contracted Provider for any particular Covered Service provided to any particular Covered Person, pursuant to this Agreement or its Attachments.

b. **Allowable Charges** means a Contracted Provider's billed charges for services that qualify as Covered Services.

c. **Cost-Sharing Amounts** means any amounts payable by a Covered Person, such as copayments, cost-sharing, coinsurance, deductibles or other amounts that are the Covered Person's financial responsibility under the applicable Coverage Agreement, if applicable.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Alyssa Harris
DATE: 07/23/2021
SUBJECT: Bi-weekly Environmental Health Report

ATTACHMENTS:

Description	Upload Date	Type
EH Reports	7/26/2021	Cover Memo

BI-WEEKLY ONSITE WASTEWATER REPORT

	NUMBER OF INSPECTIONS											
	Well Inspections Completed (W1,W3)	Well Permits Requested	Soil/Site Evaluations Completed (S1, S1E)	Soil/Site Evaluation Requested	IP's Completed (S3, S4, S4A, S5, S7)	IP's Requested	Existing System Inspections Completed (S12, S13, S13D)	Existing System Inspections Requested	Final Septic Inspections (S19)	Well Grouts (W2)	Complaints Visited (S25)	Backlog
DATE RANGE												
Oct. 26 - Nov. 6	34	13	99	24	29	22	2	0	20	23	6	4 weeks 4 days
Nov. 9 - Nov. 20	16	12	78	26	28	22	2	1	24	18	7	4 weeks 4 days
Nov. 23-Dec. 4	13	11	64	19	21	19	1	0	14	7	1	5 weeks 2 days
Dec. 7 - Dec. 18	15	13	62	24	19	24	0	2	15	10	16	4 weeks
Dec. 21 - Jan. 1	1	7	58	10	6	11	1	1	8	11	1	3 weeks 2 days
Jan. 4 - Jan. 15	20	22	84	26	18	26	1	1	10	12	7	2 weeks 3 days
Jan. 18 - Feb. 5	28	14	126	48	27	48	6	0	23	18	10	2 weeks 1 day
Feb. 8 - Feb. 19	23	16	92	29	11	29	8	1	13	9	20	3weeks 3 days
Feb. 22 - Mar. 5	23	10	95	32	8	32	2	0	14	19	9	5 weeks 2 days
Mar. 8 - Mar. 19	16	26	68	28	32	28	1	2	14	15	6	4 weeks
Mar. 22 - Apr. 2	21	24	79	40	20	40	0	5	28	24	4	4 weeks 3 days
Apr. 5 - Apr. 16	16	14	110	24	19	24	4	5	28	26	1	4 weeks 3 days
Apr.19 - Apr. 30	17	16	118	22	27	22	4	6	21	28	5	4 weeks 2 days
May 3 - May 14	14	19	87	42	32	42	4	1	22	8	0	3 weeks 2 days
May 17 - May 28	15	18	109	26	24	26	0	1	20	19	3	3 weeks 1 day
May 31 - June 11	15	30	77	27	29	27	2	5	20	14	10	3 weeks
June 14 - June 25	26	17	77	28	22	28	2	3	13	16	3	3 weeks 1 day
June 28 - July 9	14	10	57	26	17	26	0	1	22	17	1	4 weeks 4 days
July 12 - July 23	19	19	98	15	22	15	4	5	16	15	2	2 weeks 2 days
Total	346	311	1638	516	411	511	44	40	345	309	112	

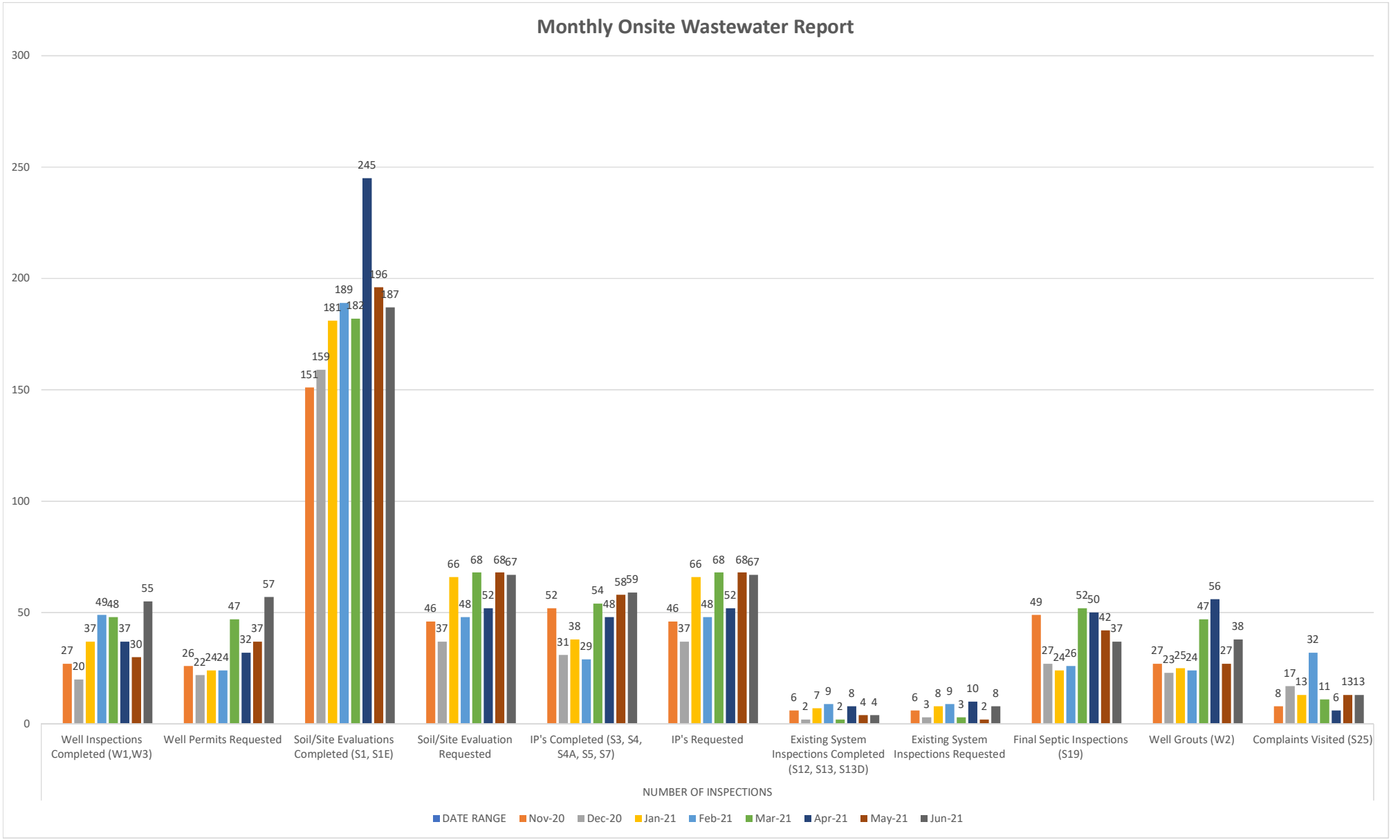
FOOD & LODGING REPORT

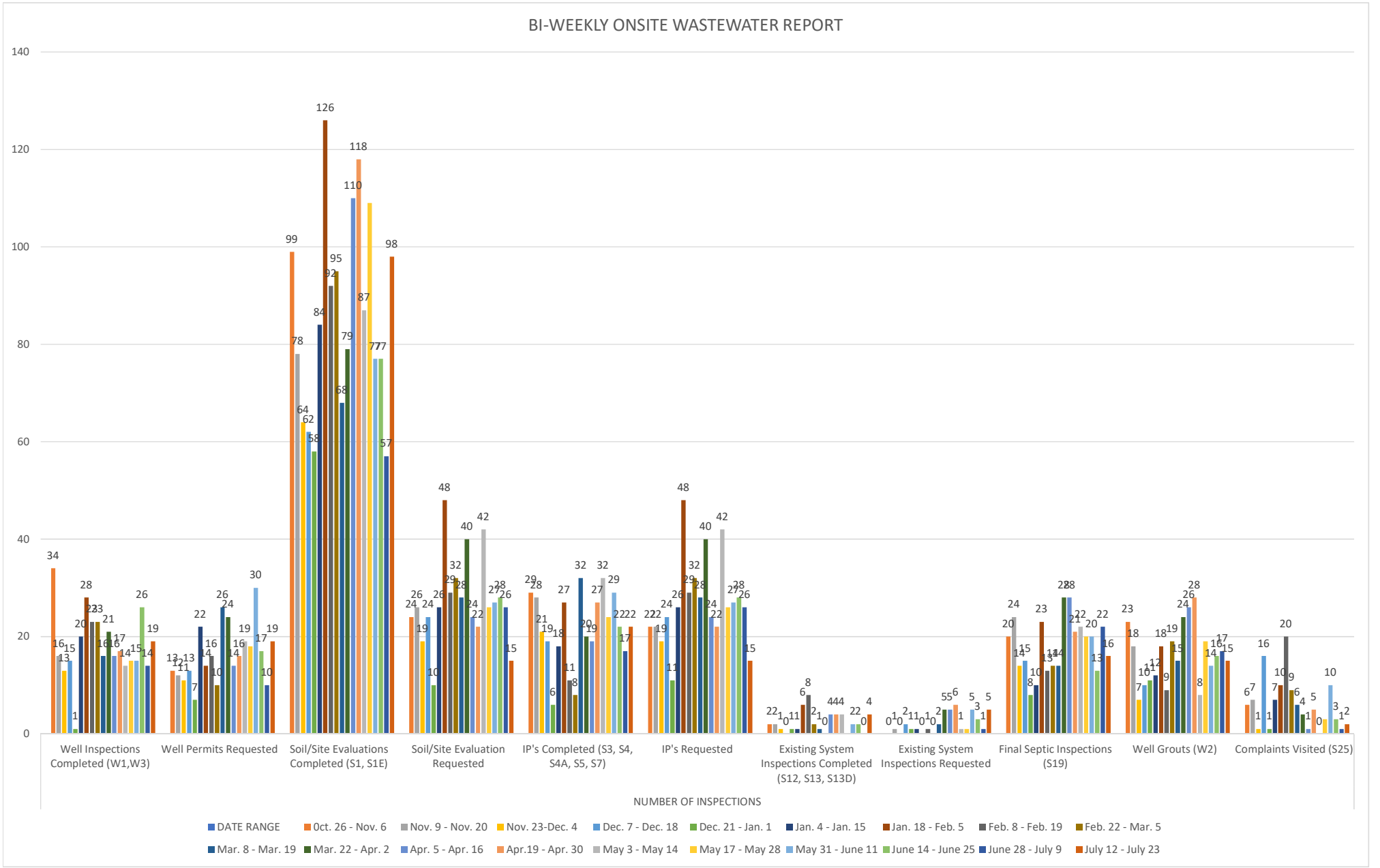
	Completed Inspections	Required Inspection Completed	Percent of Required Inspections Completed	Percent of Required Inspections Goal 85%
DATE RANGE				
Jul-20	49	38	2.53	7.08
Aug-20	67	58	3.83	7.08
Sep-20	102	81	5.32	7.08
Oct-20	191	125	8.19	7.08
Nov-20	54	40	2.61	7.08
Dec-20	56	52	3.38	7.08
Jan-21	81	63	4.05	7.08
Feb-21	109	84	5.35	7.08
Mar-21	117	91	5.83	7.08
Apr-21	114	89	5.71	7.08

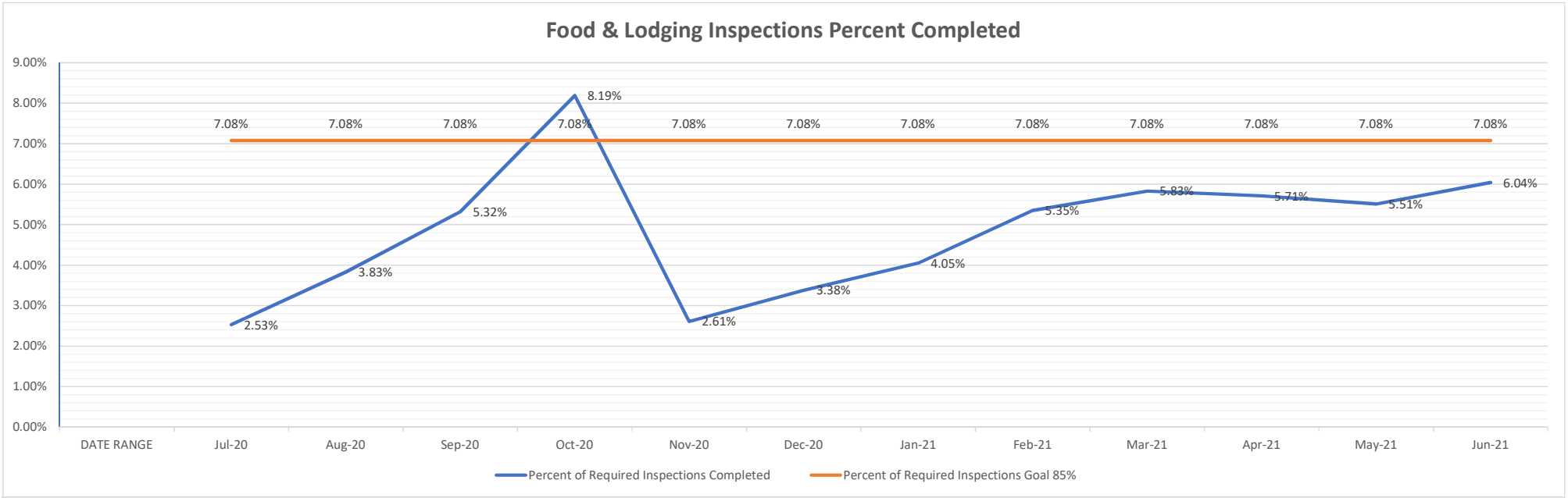
May-21	109	86	5.51	7.08
Jun-21	112	93	6.04	7.08
Total	1161	900	58.35	84.96

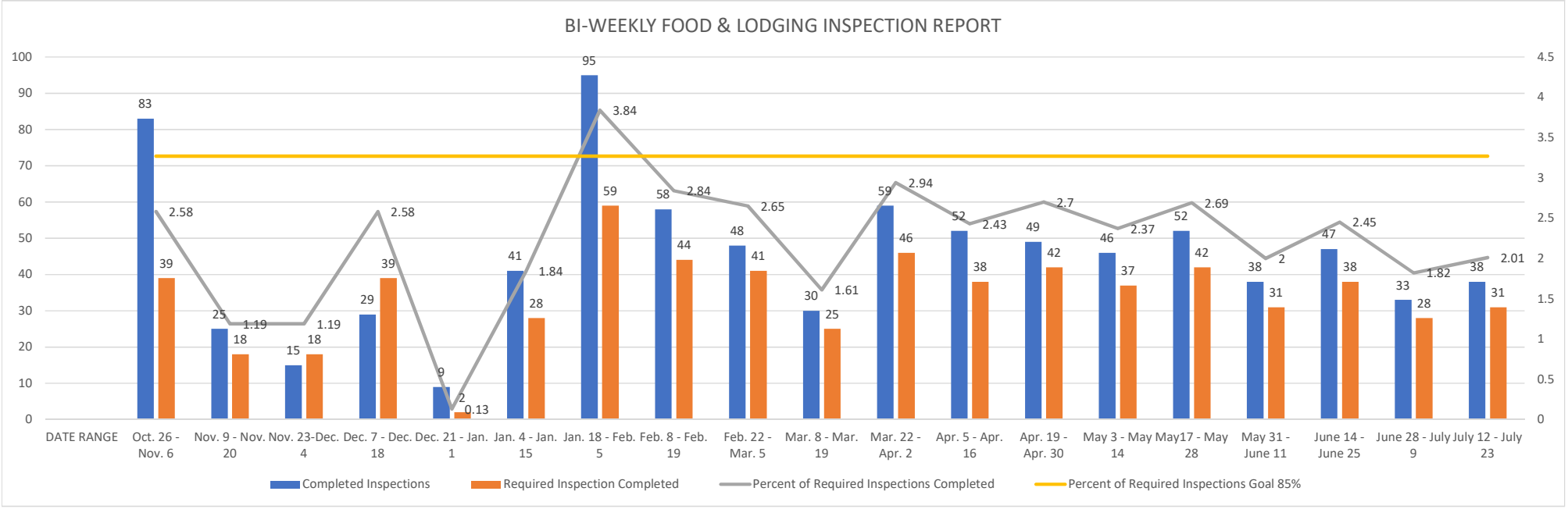
Required Inspections: 1553
Number of Establishments: 675

BI-WEEKLY FOOD & LODGING REPORT				
	Completed Inspections	**Required Inspection Completed**	**Percent of Required Inspections Completed**	**Percent of Required Inspections Goal 85%**
DATE RANGE				
Oct. 26 - Nov. 6	83	39	2.58	3.27
Nov. 9 - Nov. 20	25	18	1.19	3.27
Nov. 23-Dec. 4	15	18	1.19	3.27
Dec. 7 - Dec. 18	29	39	2.58	3.27
Dec. 21 - Jan. 1	9	2	0.13	3.27
Jan. 4 - Jan. 15	41	28	1.84	3.27
Jan. 18 - Feb. 5	95	59	3.84	3.27
Feb. 8 - Feb. 19	58	44	2.84	3.27
Feb. 22 - Mar. 5	48	41	2.65	3.27
Mar. 8 - Mar. 19	30	25	1.61	3.27
Mar. 22 - Apr. 2	59	46	2.94	3.27
Apr. 5 - Apr. 16	52	38	2.43	3.27
Apr. 19 - Apr. 30	49	42	2.70	3.27
May 3 - May 14	46	37	2.37	3.27
May17 - May 28	52	42	2.69	3.27
May 31 - June 11	38	31	2.00	3.27
June 14 - June 25	47	38	2.45	3.27
June 28 - July 9	33	28	1.82	3.27
July 12 - July 23	38	31	2.01	3.27
Total	847	646	41.86	62.13


Monthly Onsite Wastewater Report
300
250
200
150
100
50
0
Well Inspections Completed (W1,W3)
27 20 37 49 48 37 30 55
Well Permits Requested
26 22 24 24 47 32 37 57
Soil/Site Evaluations Completed (S1, S1E)
151 159 181 189 182 245 196 187
Soil/Site Evaluation Requested
46 37 66 48 68 52 68 67
IP's Completed (S3, S4, S4A, S5, S7)
52 31 38 29 54 48 58 59
IP's Requested
46 37 66 48 68 52 68 67
Existing System Inspections Completed (S12, S13, S13D)
6 2 7 9 2 8 4 4
Existing System Inspections Requested
6 3 8 9 3 10 2 8
Final Septic Inspections (S19)
49 27 24 26 52 50 42 37
Well Grouts (W2)
27 23 25 24 47 56 27 38
Complaints Visited (S25)
8 17 13 32 11 6 13 13
NUMBER OF INSPECTIONS
DATE RANGE
Nov-20
Dec-20
Jan-21
Feb-21
Mar-21
Apr-21
May-21
Jun-21


BI-WEEKLY ONSITE WASTEWATER REPORT
140
120
100
80
60
40
20
0
Well Inspections Completed (W1,W3)
Well Permits Requested
Soil/Site Evaluations Completed (S1, S1E)
Soil/Site Evaluation Requested
IP's Completed (S3, S4, S4A, S5, S7)
IP's Requested
Existing System Inspections Completed (S12, S13, S13D)
Existing System Inspections Requested
Final Septic Inspections (S19)
Well Grouts (W2)
Complaints Visited (S25)
NUMBER OF INSPECTIONS
DATE RANGE
0ct. 26 - Nov. 6
Nov. 9 - Nov. 20
Nov. 23-Dec. 4
Dec. 7 - Dec. 18
Dec. 21 - Jan. 1
Jan. 4 - Jan. 15
Jan. 18 - Feb. 5
Feb. 8 - Feb. 19
Feb. 22 - Mar. 5
Mar. 8 - Mar. 19
Mar. 22 - Apr. 2
Apr. 5 - Apr. 16
Apr.19 - Apr. 30
May 3 - May 14
May 17 - May 28
May 31 - June 11
June 14 - June 25
June 28 - July 9
July 12 - July 23


Food & Lodging Inspections Percent Completed
9.00%
8.00%
7.00%
6.00%
5.00%
4.00%
3.00%
2.00%
1.00%
0.00%
7.08%
8.19%
2.53%
3.83%
5.32%
2.61%
3.38%
4.05%
5.35%
5.83%
5.71%
5.51%
6.04%
DATE RANGE
Jul-20
Aug-20
Sep-20
Oct-20
Nov-20
Dec-20
Jan-21
Feb-21
Mar-21
Apr-21
May-21
Jun-21
Percent of Required Inspections Completed
Percent of Required Inspections Goal 85%


BI-WEEKLY FOOD & LODGING INSPECTION REPORT
DATE RANGE
Oct. 26 - Nov. 6
Nov. 9 - Nov. 20
Nov. 23-Dec. 4
Dec. 7 - Dec. 18
Dec. 21 - Jan. 1
Jan. 4 - Jan. 15
Jan. 18 - Feb. 5
Feb. 8 - Feb. 19
Feb. 22 - Mar. 5
Mar. 8 - Mar. 19
Mar. 22 - Apr. 2
Apr. 5 - Apr. 16
Apr. 19 - Apr. 30
May 3 - May 14
May17 - May 28
May 31 - June 11
June 14 - June 25
June 28 - July 9
July 12 - July 23
Completed Inspections
Required Inspection Completed
Percent of Required Inspections Completed
Percent of Required Inspections Goal 85%

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:	Ed Muire, Planning Director
DATE:	July 23, 2021
SUBJECT:	Schedule August 16, 2021 Public Hearing for Z 05-21: Reaper's Realm

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APPLICATION BACKGROUND

Reaper's Realm, LLC has submitted a conditional district zoning request for all or a portion of four (4) parcels owned by TJ and Angela Jenkins. The request includes Tax Parcels 147-001; 147-004; 147-006; and 147-116 which are located between Daugherty Rd and Old Linn Rd.

Proposed uses in the the Conditional District Rezoning (Map Amendment) from RA to CBI (CD) include: Agricultural livestock production; Lawn and Garden Services; Ornamental Shrub and Tree Services; Amusement and Recreational Services, i.e. "Haunted House and Trail".

The primary reason for this request is to obtain approval for the annual seasonal operation of events at Reaper's Realm Haunted House and Trail, which is classified as an Amusement Service and only permitted in the County's non-residential zoning districts (CBI, NB and IND).

Previous operation of Reaper's Realm as a seasonal Halloween event had been authorized through issuance of temporary use permits by the Commission in 2017 for a 2 year period and 2020 for 1 year only. In granting the 1 year permit, the Commission's directive advised the event needed to seek rezoning for continued future operation given its been an annual occurrence as opposed to "temporary".

REQUEST

The Planning Board will conduct its courtesy hearing on Monday, July 26, 2021 and as such, a recommendation cannot be provided at the date this memorandum was submitted. The applicant's agent has requested the expedited hearing be scheduled prior to a Planning Board recommendation to provide more time in advance of the Halloween season for installation, design and construction of improvements if the application obtains approval.

RECOMMENDATION

Schedule Public Hearing for Z 05-21 at the August 16, 2021 Commission meeting.

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	7/26/2021	Cover Memo
GIS Map	7/26/2021	Exhibit
Z.05.21 Application and Exhibits	7/26/2021	Backup Material
Site Plans	7/26/2021	Exhibit

Please be certain to read all the Applicant's material associated with this request as Staff has only summarized it in some instances in this report

Rowan County Planning & Development
402 N. Main Street Room 204 Salisbury, NC 28144

Z 05-21 Staff Report

PROPERTY OWNERS: Tony L. and Angela D. Jenkins
APPLICANT: Reaper's Realm Haunted House, LLC
AGENT: Albert Benshoff, The Brough Law Firm PLLC
REQUEST: Conditional District Rezoning (Map Amendment) from RA to CBI (CD) requesting uses for: Agricultural livestock production; Lawn and Garden Services; Ornamental Shrub and Tree Services; Amusement and Recreational Services, i.e. "Haunted House and Trail"

PROPERTY INFORMATION

Site Address: 175 Shuffler Woods Rd
Tax Parcels: 147-001 (portion); 147-004 (portion); 147-006 (all); and 147-116 (portion)
Acreage: 10.85 approximate acreage requested for CBI (CD) rezoning
Existing Tax Parcel Improvements:
*Refer also to the Applicant's Sheet No. 1 for Proposed Site Plan

147-001	Single Family dwelling; shop; barn and 2 structures used for the haunted trail, i.e. "asylum" and "slaughterhouse #1 and #2"
147-004	Single Family dwelling and singlewide manufactured home
147-006	Vacant
147-116	Haunted house and singlewide manufactured home

PROPERTY CHARACTERISTICS

The site consists of four (4) parcels totaling 18.31 acres and is situated between Old Linn Road (SR#1232) and Daugherty Road (SR#1243). Access is currently gained via a thirty-foot (30') easement known as Shuffler Woods Road which crosses Tax Parcel 147-045 (owned by Jeremy Blackwelder) to Daugherty Rd. The site also has thirty-one feet (31') of frontage on Old Linn Rd but access is not currently improved.

The Coldwater Creek Watershed's (WS-IV-PA) impervious cover limitation of 36% will affect the site if the disturbed area of the project is one (1) acre or more. Likewise, the one-acre threshold will require submittal of a soil erosion and sedimentation control plan to manage the site. Impervious cover that exceeds 36% may be considered by the Board of Commissioners through the Special Non-Residential Intensity Allocation (SNIA) process.

An unnamed perennial stream (aka "blue line") bisects the property flowing to the southwest and eventually joins Coldwater Creek paralleling the southbound lanes of I-85. No regulated floodplain is associated with this stream, but any disturbance or crossing will require 401/404 permits issued by NCDEQ and Army Corps of Engineers.

BACKGROUND

Records from the Rowan County Fire Marshal suggest the haunted trail has been inspected annually since 2013 but the haunted house finally acquired approval in 2017 after several years of operation as a non-compliant structure from building and fire code perspective. Indications are that all structures depicted on the site plans are now fire and building code compliant.

Previous operation of Reaper's Realm as a seasonal Halloween event had been authorized through issuance of temporary use permits by the Commission in 2017 for a 2 year period and 2020 for 1 year only. In granting the 1 year permit, the Commission's directive advised the event needed to seek rezoning for continued future operation given its been an annual occurrence as opposed to "temporary".

ZONING ANALYSIS

Current Zone: Rural Agricultural (RA)

Requested: CBI (CD) - Commercial, Business, Industrial – Conditional District

The applicant currently operates a lawncare service from this location and has requested said use (lawn and garden services), along with similar uses ornamental shrub & tree services and agricultural production livestock & animal specialties for consideration. While these uses are generally allowed in the current RA district, the CBI (CD) will only "permit" these uses if included in the new district.

The primary reason for this request is to obtain approval for the annual seasonal operation of events at Reaper's Realm Haunted House and Trail, which is classified as an Amusement Service and only permitted in the County's non-residential zoning districts (CBI, NB and IND).

Plan Conformity Property is located in both the I-85 South Corridor Land Use Plan and Area Three of the East Rowan Land Use Plan (ELUP)

Commentary from meeting participants in the I-85 South Corridor Plan desired "more separation of residential uses from business and industrial uses, …(but) also support for increased connectivity to general services and more commercial and retail opportunities." Overall, plan recommendations primarily focused on nodal development with in the study corridor, especially centered around the proposed Old Beatty Ford Rd interchange at I-85 and further acknowledged that properties within the corridor not to be served by public utilities should adhere to recommendations in the ELUP.

Future Land Use Recommendation D contained on page 28 in the ELUP states, "Proposals for expansion of existing businesses that minimize conflict with surrounding residential uses and recognized historic properties through design standards or impact mitigation techniques are encouraged in the Planning Area."

Future Land Use Recommendation A for Home Based Business (located on same parcel as residence) found on page 29 of the ELUP suggest, "Businesses should be sited to the rear of the home with lighting that is building mounted and focuses

downwards, adjoining residential uses should have visual separation provided by the business. The size of accessory structures associated with the business operation may also be limited."

The one-mile I-85 "commercial and industrial corridor" identified in the ELUP includes this site and generally recommends commercial and industrial uses, as well as mixed use development within the corridor. However, the site does not have access to a thoroughfare and no I-85 interchange exists at either Daugherty or Pine Ridge Roads. The recent construction of the Old Beatty Ford Road interchange onto I-85 is almost 2 road miles away.

Purpose & Intent

Conditional zoning is intended for proposals that may not be suitable for a general rezoning, but due to voluntary or agreed upon limitations that "address anticipated impacts" upon neighboring properties and the surrounding area, the request may be appropriate.

In this case, the applicant has proposed limiting uses to the four (4) previously identified and has attempted to address safety, noise and traffic concerns as contained in the revised project narrative. Refer to the applicant's package of material that includes project narrative and Exhibits A thru F.

Compatibility Of Uses

The proposed CBI (CD) application limits uses within the district to 4 specific uses. Agricultural production livestock & animal specialties is a permitted use in any zoning district and lawn & garden services and ornamental shrub & tree services are permitted with special requirements (SR) in the RA district. However, given the site doesn't meet the minimum thirty-five-foot (35') road frontage requirement, building sizes are limited to 2,000 square feet which will likely prevent future expansions if the properties remain RA.

Amusement and Recreation Service type uses are only allowed in CBI and IND and with SR in the Neighborhood Business district. A general rezoning to CBI or IND is not appropriate for this site, but as three of the four proposed uses are generally compatible with the current and surrounding RA district, the primary focus should be determining if / how the Haunted House and Trail (with conditions) are compatible with area.

Vicinity Conditions

With exception of a ten (10) acre parcel (TP:147-043) south of the site, surrounding and adjacent properties are almost exclusively developed with single-family dwellings; refer to applicant's Proposed Site Plan Sheet 1. Consequently, zoning in the area is comprised of the Rural Agricultural (RA) district and impacts to the residences immediately adjacent to the site will likely experience the greatest impact with regard to noise and traffic.

West of the site are two (2) CBI zoned properties - a fifty (50) acre tract owned by Sue Tadlock and the other is a portion of a two hundred (200) acre tract paralleling northbound I-85 owned by Frank Corriher Beef & Sausage Company; the remainder

of said tract on the west side of I-85 is in China Grove's ETJ. Approximately one-half mile south of the site "as the crow flies" is the proposed Kannapolis Crossing mixed use development at Old Beatty Ford Road within Kannapolis city limits.

POTENTIAL IMPACTS

Traffic

2016 Average Annual Daily Traffic (AADT) from NCDOT indicates 1300 vehicles on Daugherty Rd east of the site near the Lentz Rd intersection and 1700 vehicles west of the site on Daugherty Rd near the China Grove Rd intersection. Capacity data for Old Linn Road and Daugherty Road is not available.

NCDOT has issued a commercial driveway permit for the operation based on the seasonal nature of the operation (one month of the year), but has reserved the right to reevaluate the permit based on an increase in hours or volume and has informed the applicant of his responsibility to provide all traffic control and associated signage directing attendees. Refer to Applicant's Exhibit D for copy of DOT issued driveway permit.

Due to past queuing and congestion concerns from traffic entering and exiting the site form Daugherty Rd, the applicant has proposed a new site entrance from Old Linn Road, incorporating a traffic checkpoint and turnaround, allowing for patrons to enter at Old Linn Rd and exit via Daugherty Road; refer to Applicant's Proposed Security and Traffic Control Sheet 2 along with item 6 Access and Circulation in his Narrative.

Using the self-imposed 1200 daily patron capacity limitation for the Halloween season, the anticipated "pm peak generation" for site traffic may range between 600 cars (assuming 2 occupants per vehicle) and 300 cars (4 occupants per vehicle). Forty (40) volunteers, thirty (30) employees and ten (10) security may generate an additional 80 to 45 trips. This generalized traffic assumption may account for as many as 600 vehicles entering Old Linn Rd and 680 exiting onto Daugherty Rd which may increase AADT by as much as 50% during operations.

Individual parking spaces are not delineated on the site plans, but based on acreages (1.93 total or 84,070 sq ft) Staff calculates the number of gross spaces at 467 (180 sq ft per space). This gross total does not include aisles and roadways for traffic movements and if removing these areas only allowed for 300 spaces, this should be adequate based on traffic generation scenarios above and typical patron experience takes 1 hour plus an additional hour for parking, etc. In other words, its unlikely 600 cars would be parked in the venue at one time.

Noise

Indications have been made by the applicant that site operations will comply with the County's 70 decibel standard, but supporting documentation has yet to be provided. The 70-decibel standard is applicable from 7 am – 11 pm and is actually 65 decibels from 11 pm to 7 am. Likewise, the County's Noise Ordinance stipulates that amplified sound is not to be audible more than one hundred feet (100') from its source. The agent states they are attempting to hire a qualified consultant to model

	the noise impacts. Noise has been a primary and on-going complaint based on Staff phone conversations with adjoining neighbors.
Operations	The applicant has requested the venue dates be extended beyond the previous year's Halloween season and include dates around Valentine's Day, St. Patrick's Day, Halloween and Christmas. Hours of operations will be Sunday thru Thursday 6:30-10 pm and Friday-Saturday 6:30-12:30 am. The venue will be open no more than thirty (30) days in any given year. Refer to items 3 and 4 of the Applicant's Narrative for specifics related to dates and hours operation.
Security	Applicant proposes to utilize five (5) private security and (5) off-duty deputies during the Halloween season and three (3) private security and two (2) off-duty officers for the other seasons. Applicant has also proposed siting a centralized Command Post for use by local EMS, Sheriff, etc. in the event of an emergency. Refer to C1 in the Narrative for more information.
Emergencies	The Haunted House has a sprinkler system inspected and approved by Rowan County Fire Marshal and receives an annual inspection by the Fire Marshal and Bostian Heights Fire Department. Exhibit A is a pending agreement between Rowan County Rescue and the applicant to provide medical personnel and ambulance when the facility is operating. Refer also to C2, C4 and C5 of the Narrative for safety related information.
Insurance	Applicant's proposed insurance coverage is included in B9 of his Narrative.

STAFF COMMENTARY

The Jenkins have been operating Reaper's Realm venue as a Halloween attraction since 2013 that perhaps evolved from a family and friends operated attraction into an event that now employs thirty (30) people and requires forty (40) volunteers and may accommodate up to 1,200 patrons a night. As popularity of this venue may increase, so do the impacts that adjoining property owners experience, not only at Halloween, but also during the other seasonal events. Some of the complaints related to noise and traffic can be attributed to the fact that there have been no conditions or standards for operating the venue.

The applicant and agent have made significant strides in addressing the initial comments and concerns raised by Staff and members of other local agencies including NCDOT, Building Inspections, Fire Marshal, Environmental Health, Sheriff's Office and Bostian Heights Fire Department.

Consideration of the conditions attached to this (or any) application attempting to make it compatible with surrounding properties can be challenging, but those are only half of the process. The other and sometimes more difficult half are making certain the conditions are adhered to and remain enforced over the life of the project. As such, Staff encourages the Board to consider if the improvements and process offered by the applicant make this project suitable with the surrounding area; feedback or "performance standards" suggested by the community (and agreed to by the applicant) may also be used to achieve compatibility. If the Board is inclined to render a favorable opinion, a recommendation as to when operation of this venue may occur, i.e. will all improvements and documentation be required prior to operation this Halloween season?

STAFF RECOMMENDATIONS

1. Require the proposed internal road and deeded right-of-way (Shuffler Woods Rd) be constructed to the 20' and 24' widths shown on Proposed Site Plan Sheet 1 and provide certification from an NC registered professional engineer that said road will support emergency vehicles utilized by Bostian Heights Fire Department
2. Provide a maintenance certification / agreement with the Fire Marshal stipulating the internal road and Shuffler Woods Rd will be maintained to a standard allowing their use and access
3. Require all parking and overflow parking areas depicted on Proposed Site Plan Sheet 1 be improved with a minimum six inch (6") thick compacted gravel
4. Update site plans to depict buildings / structures added since 2018 aerial photography and have them inspected or certified as code compliant for the type occupancy of this venue
5. Screening along the northwest property line depicted on site plans should (at a minimum) have the evergreens adjacent to the adjoining property lines placed not more than five feet (5') apart and be at least six tall at time of planting. The inner plantings within the remainder of the buffer should consist of and adhere to Section 21-215(1)b(1) or (3) at the option of the applicant
6. Provide decibel modeling that accounts for all site operations (vehicle noise, chain saws, loud speakers, screams, etc.) prepared by an acoustical consultant and incorporate any site improvements / modifications as a recommendation by said consultant
7. Obtain a collective approval or satisfaction form the agencies utilizing the Command Post prior to obtaining building and related permits for its construction

PLANNING BOARD DELIBERATION

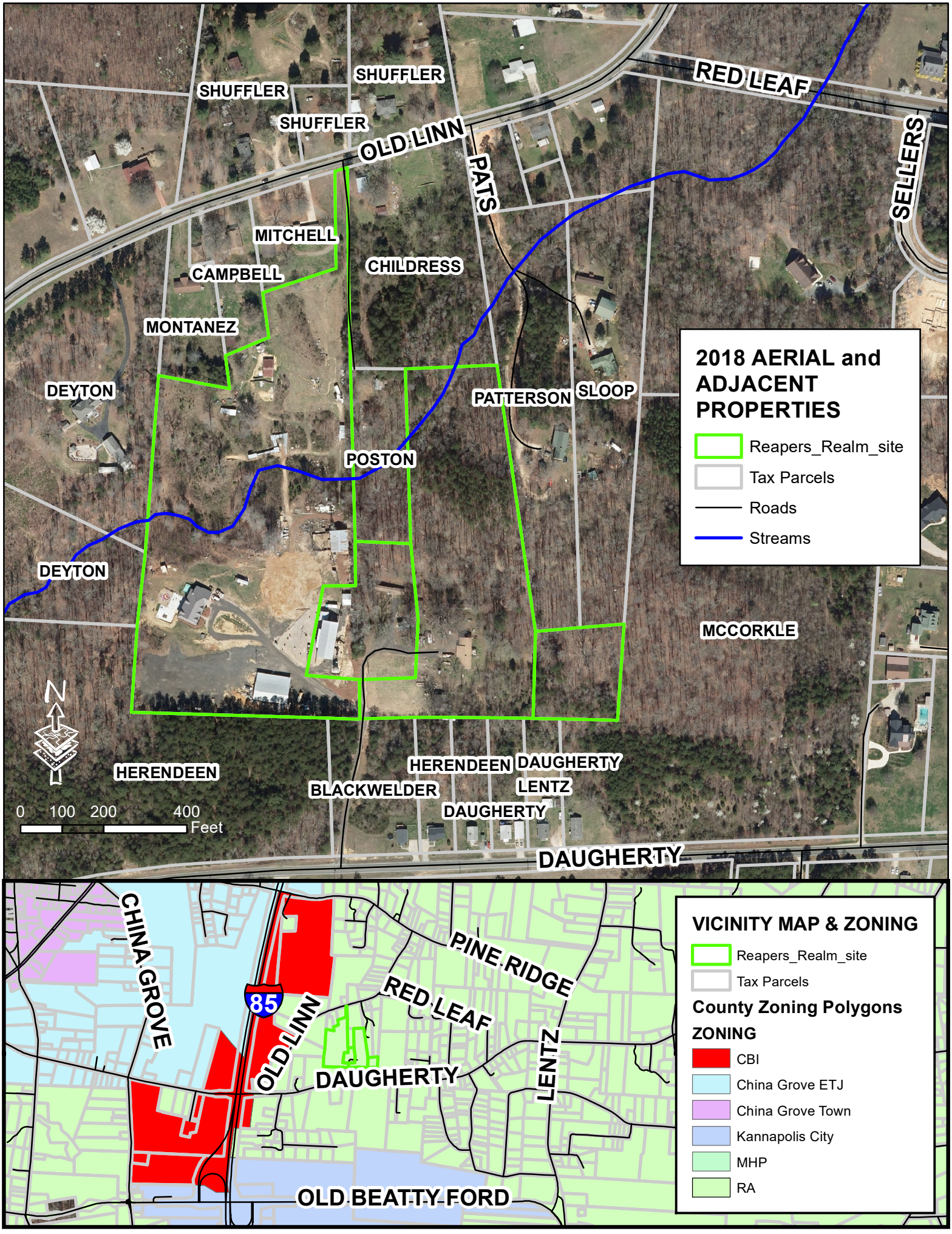
The applicant has submitted a Conditional District (CD) rezoning application with improvements and conditions outlined in the project narrative and attachments that become "part of the district" if approved. It's not apparent that any recommended conditions from the Planning Board have to be consented to by the applicant, but there is no doubt that those proposed by the Commission have to be consented to in writing.

Any recommended conditions from the Planning Board should address conformity with applicable ordinances, e.g. zoning ordinance, noise ordinance, sedimentation and erosion control ordinance, etc.; land use plans and impacts reasonably expected to be generated from the venue operations.

In determining whether an application satisfies amending the County's zoning map, the Planning Board must determine "whether the proposed change advances the public health, safety or welfare as well as the intent and spirit of ordinance." In assessing the impact of this change, "The board shall not regard as controlling any advantages or disadvantages to the individual requesting the change, but shall consider the impact of the proposed zoning change on the public at large." [reference 21-362 of Rowan County Zoning Ordinance]

Regardless of recommendation, the Planning Board must develop Statements of Consistency and Reasonableness, although recent statutory changes allow these to be contained in a single

statement. As a reminder, Consistency describes whether the decision is consistent or inconsistent with an adopted comprehensive plan; and Reasonableness evaluates: size of the area; benefits and detriments to the landowner, neighbors and community; relationship between current actual and permissible development in the proposed area compared to development allowed if approved; why the decision is in the public's interest; and any changed conditions warranting approval.


SHUFFLER
SHUFFLER
SHUFFLER
OLD LINN
PATS
RED LEAF
SELLERS
MITCHELL
CAMPBELL
CHILDRESS
MONTANEZ
DEYTON
PATTERSON
SLOOP
POSTON
DEYTON
MCCORKLE
HERENDEEN
HERENDEEN
DAUGHERTY
BLACKWELDER
LENTZ
DAUGHERTY
DAUGHERTY
N
0 100 200 400
Feet
2018 AERIAL and ADJACENT PROPERTIES
Reapers_Realm_site
Tax Parcels
Roads
Streams
CHINA GROVE
85
OLD LINN
PINE RIDGE
RED LEAF
DAUGHERTY
LENTZ
OLD BEATTY FORD
VICINITY MAP & ZONING
Reapers_Realm_site
Tax Parcels
County Zoning Polygons
ZONING
CBI
China Grove ETJ
China Grove Town
Kannapolis City
MHP
RA

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Case # Z 05-21
Date Filed 6-4-21
Received By MEM
Amount Paid $300.00 CK #1078
Office Use Only

REZONING APPLICATION

OWNERSHIP INFORMATION:

Name: Reaper's Realm Haunted House LLC

Signature: Angela D. Justice

Phone: 704 239 4153 Email: 1976angntj@gmail.com

Address: 175 Shuffler Woods Road, China Grove, NC 28023

APPLICANT / AGENT INFORMATION: Complete affidavit on back if non-owner

Name: Albert M. Benshoff, The Brough Law Firm PLLC

Signature: Albert M Benshoff

Phone: 980 622 6440 Email: benshoff@broughlawfirm.com

Address: 1526 E. Franklin St., Suite 200, Chapel Hill, NC 27514

PROPERTY DETAILS:

Tax Parcel(s): See attached list Size (sq.ft. or acres): See attached.

Property Location: 175 Shuffler Woods Road, China Grove, NC 28023, between Old Shinn and Daugherty Roads

Current Land Use: Single family residential, landscaping business, haunted house and trail

Date Acquired: See attached Deed Reference: Book _____ Page _____

REQUEST DETAILS:

Existing Zoning District RA Requested Zoning District CBI-CD

If requesting a conditional zoning district, list proposed use or uses:

Single family residential, site built, 0783 Ornamental Shrub and Tree Services, Single family residential, modular, 7999 Amusement & Recreation Services NEC, 0782 Lawn and Garden Services

Additional information enclosed restricting the conditional use district? Yes ☑ No ☐

Site plan containing information from sec. 21-52 enclosed? Yes ☑ No ☐

AFFADAVIT OF OWNER

To be completed if applicant is not the property owner

I (We), Angela D Jenkins, owner(s) of the within described property do hereby request the proposed rezoning and hereby authorize the person listed below to act as my (our) duly authorized agent in this matter.

Signature(s): Angela D. Jenkins

Date: June 2, 2021

Name of Applicant / Agent: Albert M. Benshoff

Address: The Brough Law Firm PLLC, 1526 E. Franklin St., Suite 200, Chapel Hill, NC 27514

Phone Number: 980 622 6440

IT IS UNDERSTOOD BY ALL PARTIES HERETO INCLUDING OWNER(S) & APPLICANT(S) / AGENT(S) THAT WHILE THIS APPLICATION WILL BE CAREFULLY CONSIDERED AND REVIEWED, THE BURDEN OF PROVIDING ITS NEED RESTS WITH THE ABOVE NAMED APPLICANT WHETHER OWNER, NON-OWNERS, OR OWNER'S AGENT.

STATE OF North Carolina **COUNTY OF** Rowan

I, Emily C. Reeder, a Notary Public for said County and State, do hereby certify that Angela D. Jenkins personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

My commission expires August 16, 2024.

SEAL

EMILY C. REEDER
NOTARY PUBLIC
MY COMMISSION EXPIRES 8/16/24
ROWAN COUNTY, N.C.

OFFICIAL USE ONLY

1. Signature of Rezoning Coordinator: _____ 2. Planning Board Courtesy Hearing: 7/26/21 3. Notifications Mailed: 7/16/21 4. Property Posted: 7/16/21 5. Planning Board Action: Approved _____ Denied _____ 6. Board of Commissioners Public Hearing: ___/___/___ 7. Notifications Mailed: ___/___/___ 8. Property Posted: ___/___/___ 9. Dates Advertised: 1st ___/___/___ 2nd ___/___/___ 10. BOC Action: Approved _____ Denied _____ 11. Date Applicant Notified: ___/___/___

REVISED Narrative for Rezoning from RA to CBI-CD for a portion of **614 Old Linn Road (formerly** 175 Shuffler Woods Rd., China Grove**)** JULY 13, 2021

Additions are in **BOLD**.

A. PROPERTY DETAILS

Tax Parcel #	**Size / Area**	**Date Acquired**	**Deed Book and Page #**
147-001	10.31 acres [1]	May 23, 2008	1122 / 302
147-004	5.37 acres [2]	Dec. 1, 2017	1300 / 715
147-006	1.05 acre	Dec. 1, 2017	1300 / 715
147-116	1.58 acres	Dec. 1, 2017	1300 / 715
147-145	**RoW to Daugherty Rd.**	**Feb. 18, 1980**	**591 / 231**
147-145	**Ditto**	**Aug. 6, 2008**	**1127 / 297**

B. CONDITIONS:

1. Only the portions shown in the hatched pattern on Site Plan Sheet 4 "Proposed Site Plan with Split Zone" are proposed for rezoning to CBI-CD.

2. The only uses permitted will be:

   0782 Lawn and Garden Services
   0783 Ornamental Shrub and Tree Services
   7999 Amusement and Recreation Services NEC
   02 Agricultural production livestock and animal specialties

3. Reaper's Realm Haunted House LLC DBA Reaper's Realm Haunted House & Trail (RRHHT) will be open no more than 30 days in any calendar year. The days will be divided between 3 to 4 seasons. The seasons are:

NAME of SEASON	*NUMBER of DAYS*	*LAST DAY of SEASON*
St. Valentine's Day	4	**See St. Patrick's Day. For example, the last day of this season would be Feb. 13, 2022, if approved.**
St. Patrick's Day	2	**Sunday of the weekend closest to the holiday, except when holiday falls on a Weds, then it will be Sunday of the following weekend. For example St. Patrick's Day was Weds March 17, 2021–**

[1] Source: Rowan County GIS. Deed states 10.823 acres

[2] Source Rowan County GIS for parcels 147-004, -006 and -116.

		equidistant between 2 weekends. The following Sunday was March 21. In 2022 the last day of the season will be March 20, if approved.
Halloween	20	October 31
Christmas	4	Before December 24

The number of days per season may be less than shown in the table. The RRHHT may not operate every season on every year. There will be no Christmas season in 2021.

The hours of operation of the RRHHT are:

- Sundays through Thursdays from 6:30 PM to 10:00 PM. No admission tickets will be sold after 9:00 PM.
- Fridays and Saturdays from 6:30 PM to 12:30 AM. No admission tickets will be sold after 11:00 PM.

It takes the average customer about one hour to complete the RRHHT.

4. The maximum number of patrons permitted per day is 1,200. Patrons must arrive by motor vehicle. The circulation pattern is all one-way. Patrons will enter at Old Linn Road only. A control point will be set up at the entrance, manned by a Sherriff's deputy and a RRHHT employee. (See Site Plan #2, Proposed Security and Traffic Control) The employee will count the number of person is each car and give them an ID number and instructions to tune their radio to a certain frequency. The information on the number of persons per vehicle will be radioed to the command post. A running tally of the total number of persons admitted will be kept. After 1,200 patrons are admitted, no more vehicles will be admitted.
A turn-around area is shown on revised Site Plan 1. The entrance road from Old Linn Road to the turn-around is two-way. When capacity is reached vehicles will be turned around by a flagger at old Linn Road. Staff will close the road at the southern end of the turn-around area when capacity is reached. The main entrance will be posted that RRHHT is closed. When the turn-around area is cleared of vehicles the main entrance will be closed to entering vehicles with a gate or temporary barrier. AB
Patrons will be directed to remain in their vehicles under their number is broadcast on the radio. They will then proceed to the fenced in "Customer Standing" area to purchase tickets and be admitted to the Haunter House. (See Site Plan #2). Entrance to Customer Standing is through a checkpoint manned by a Sherriff's deputy and a RRHHT security guard, as shown on Site Plan #2. The security guard will wand each patron for weapons and check purses. Occupancy to the Customer Standing area will be limited to about 200 persons.

Children under the age of 16 will not be admitted unless accompanied by a responsible adult (at least 18 years old), parent or legal guardian. **IDs will be checked for ages of customers. IDs will be checked before vehicles leave the turnaround area.**
Parents will not be permitted to drop off their children unless accompanied by an adult.
EXCEPTION: Patrons may leave their cars to buy snacks, but must return to their vehicles to consume them.

5. NOISE:
   The noise level at the property lines will not exceed 70 decibels on the A scale of a sound level meter certified by ANSI.

6. ACCESS AND CIRCULATION:
   A new gravel road will be constructed from Old Linn Road to the RRHHT "Parking Area" shown on Site Plan Sheet #1. A N.C. DOT driveway permit has been obtained and a copy attached at Exhibit D for the new Old Linn Road entrance. The only entrance will be on Old Linn Road. The new gravel road will be one way in. All traffic will exit via Shuffler Woods Rd. to Daugherty Road. Shuffler Woods Road will be one-way, except for emergency vehicles. One Sherriff's deputy and one certified flagger will be stationed at both the entrance and the exit. (See Site Plan #2). Walkers will be told that they cannot enter on foot or via Shuffler Rd. Temporary signs will be erected to say, "Exit Only" and "No Parking – Towing Enforced" at the intersection of Shuffler and Daugherty Roads. See the Site Plan Sheet #2.

   A temporary sign will be erected on the State right-of-way near the intersection of Old Linn Rd. (SR 1222) and Daugherty Rd. (SR 1242) (with permission) directing traffic to the Old Linn Road entrance.

   With the neighbor's permission, "NO PARKING -TOWING ENFORCED" signs will be posted in any neighbor's yard that requests a sign.

7. The number of haunted house buildings will not exceed the number shown on Site Plan Sheet #1. **The Existing Shop is used to store haunted house props and for the applicant's landscaping business.** The length and location of the trail will remain as shown on the site plan. The trail may be moved slightly, shortened, or lengthened. If the trail is lengthened, its new length will not be more than ten percent larger than the length shown on the site plan.

8. Parking will be provided as shown on the Site Plans Sheets 1-3. All parking lots will be gravel.

9. PERMITS and INSURANCE: All required permits including but not limited to Building, Fire, Environmental Health will be obtained prior to opening for the October season each year. The insurance policy is issued each year before the October season. Certificates of Insurance will be submitted as soon as it is available.

   The anticipated amounts and types of insurance are: Commercial General Liability: Per Occurrence $1,000,000;
   Damage to Rented Premises $100,000;
   Personnel and Adv. Injury $1,000,000;
   General Aggregate $2,000,000;
   Products – Comp. / Op. Aggregate $1,000.000.

C. SUPPLEMENTARY PLANS:

1. Plan for Security Enforcement, Limits on Number of Customers **and Lighting**. See **revised** Site Plan Sheet 2 Proposed Security and Traffic Control. RRHHT will hire five Rowan County Sherriff's deputies, or other sworn law enforcement officers for security each night RRHHT is open **during the Halloween Season**. In addition, Reaper's Realm will hire five bonded security guards **during the Halloween season. Three private security guards and two deputies will be hired for the other season. Customer attendance at the last Valentine's season was 300 person / night**. All of the security guards are veterans of the U.S. armed forces. One deputy will be assigned to each of the following: the entrance, exit and the entrance to the Customer Standing Area. The other deputies will be stationed by the ticket window and near the gift shop and ATM, which are all located in the "Existing Haunted House". The security guards will be stationed at the "wanding" station at the entrance to the Customer Standing Area, one in each parking lot, and two inside of the Customer Standing Area. If the overflow parking lot is used, a security guard will be stationed there.

   A "Security Command Post" will be set up in the detached office building beside the gift shop on the south end of the Haunted House (see Site Plan sheet 2). All emergency services personnel and the security guards will have access to the command post. The command post has a telephone land lines and WI FI.

   Emergency vehicles can enter on Shuffler Woods Rd. The deputy and security guards will stop traffic and/or clear Shuffler Woods Road to allow emergency vehicles to enter from Daugherty Road.

   Rowan County Rescue Squad **has been asked to** contract to provide one ambulance and crew to be stationed on site when RRHHT is open to the public. The Rescue Squad is stationed outside the Security Command Post. A letter from the Rescue Squad is attached at Exhibit A. **Further correspondence will be provided.**

The Fire Marshall and Bostian Heights VFD may conduct an annual inspection of the RRHHT provide that representatives of the LLC are present.

LIGHTING: Reaper's Realm has a mobile tower light that sits at to end of trail and shines on parking lot in front of the "Existing Haunted House" (See Site Plans). A 400 watt metal halide light is located on the west end of the "Existing Shop" shop that shines into parking lot in the southwest corner of the property. Another 400 watt metal halide light on the east end of the Existing Shop is pointed towards Shuffler Woods Rd. Two 400 watt led lights are mounted on a mobile light pole located in about 40 in front of the house on property 147 004. (This is the large 7-sided polygon just north of the "Parking Area 0.40 Ac.") These lights illuminate the parking lot mentioned above, which is located to the right or east of Shuffler Woods Rd. All lights are electric utility powered except the mobile light pole - it is diesel.

2. Plan for Fire Prevention and Control.
   The main haunted house ("Existing Haunted House" on the Site Plans) is sprinklered per the Rowan County Fire Marshall's directions. All buildings on the trail have lighted exit signs and are equipped with fire extinguishers. The Rowan County Fire Marshall will inspect the RRHHT approximately two weeks before opening to the public and as the Fire Marshall determines that inspections are necessary.

3. N.C. Building Codes.
   All buildings meet the Building Code(s) per the certification of James Basinger, PE or by certificate of occupancy to be issued by the Rowan County Building Inspector(s) after the rezoning is approved.

4. Plan for Emergencies.
   A plan for dealing with emergency situations involving the occurrence of incidents requiring rapid evacuation, including arrangements for use of emergency egress roads.

   As noted above under Condition 4. ACCESS AND CIRCULATION, emergency vehicles may enter from either Linn Road or Daugherty Road via Shuffler Road. The security guards will stop traffic and clear the roads as necessary for the emergency vehicles.

   In the event that the patrons must leave the property early, the following steps will be taken:
   A) All the house lights will be turned on.

B) An announcement will be made over the PA system that all patrons are to walk to their vehicles and remain there until directed to leave by a deputy or security guard.
C) The actors / employees in each building will help patrons to the exits. The actors will search the buildings to make sure everyone has left.
D) The actors/employees will walk with the patrons to the parking lots. Once all the patrons are in their cars, the actors/employees not assigned to direct traffic will proceed their assembly area. From the assembly area they will be directed to a new duty station or to their vehicles.
E) Once emergency vehicle traffic has stopped for the time being, customers will be directed to the nearest exit. Traffic on Linn Road will be reversed to allow vehicles to exit there. Vehicles will also exit via Shuffler Road.
F) Deputies may stop oncoming traffic on Shuffler and/or Daugherty Roads to speed up the evacuation, at the direction of RCSO command staff.

5. Plan for Adequate Medical Care.
Rowan County Rescue Squad will station an ambulance with staff on site when the RRHHT is open**, per the contract attached at revised Exhibit A.**

6. NOISE:
Sound amplifying equipment is in each building and outside at the main Haunted House. Music is played for customers. It consists of two speakers. A microphone is hooked into the speakers for the purpose of making announcements. A chainsaw is used to enhance the atmosphere. It is located near the Asylum. The chainsaw is shut off at 11:30 PM of Fridays and Saturdays and at 10:00 PM other days. The noise level at the property lines will not exceed 70 decibels on the A scale of a sound level meter certified by ANSI.

A twenty foot Type A buffer and setback is provided around the **northwestern** perimeter. The proposed exit road behind the existing shop is eight feet lower than the neighboring property. The grade difference eliminates most of the traffic noise.

Most of the property line is wooded as shown on the air photos attached at Exhibit B. The woods will not be removed. Where necessary, supplemental trees will be planted.

7. SANITATION:
A total of six porta potties are shown on Site Plan Sheet 3 Proposed Onsite Facilities in the following numbers and locations:
A. Two sinks are provided near the four porta potties at the Customer Standing Area.

B. One porta-potty is to be placed in the western end of "Parking Area 0.65 Acres"; and

C. One porta potty is located at the end of the Haunted Trail.

Trash will be picked up by weekly by Alexander Waste. Supplemental trash hauling to the landfill will be provided as needed by Reaper's Realm. **See revised Site Plan # 3 for the locations of trash receptacles.**

All COVID protocols issued by the Rowan County Health Department and/or the Governor will be followed.

Hand sanitizing stations are located at the entrance to every building.
Trash along Daugherty, Shuffler Woods and Linn Roads will be picked up daily.

Rowan County Environmental Health has tested the water and inspected the concessions area in previous years. Environmental Health will re-inspect before opening.

8. INSURANCE

A copy of the certificate of insurance is typically issued with the new annual policy in September of each year. A copy will be provided to the County at that time. **The anticipated insurance coverages are listed in B. 9 above.**

9. COMMUNITY OUTREACH

A summary of this application with a site plan will be delivered to each contiguous neighbor shown on the site plan and the neighbors across the road from the entrance / exit. The summary asks for comments and concerns to be made to the Applicant, the Applicant's lawyer or to the Rowan County Planning Department. Comments may be anonymous. A list of these neighbors is attached at Exhibit C. The Applicant will discuss the plans with the neighbors shown on the Site Plans. A summary of these contacts will be provided before the Planning Board meeting. A project web page is at www.reapersrealmnc.com. People are encouraged to make comments. A summary of all comments will be provided to the Planning Board.

10. SITE PLAN CHECKLIST MISCELLANY

4. All of the adjoining properties are zoned RA and are used as residences or are vacant. The current uses are listed on Site Plans 1 and 4 inside circles.

8. There are 30 paid employees in addition to the 5 private security guards and 40 volunteers.

15. <u>Built Upon Area Ratios:</u>

Existing Building:	**29,529 SF**
Existing Driveways:	**53,445 SF**
Parking Areas:	**84,070 SF**
Customer Standing:	**13,248 SF**
Existing Trails:	**6,250 SF**
New Road:	**35,719 SF**

Total Proposed Impervious:	**222,261 SF (5.1 ac)**
Total Site Area:	**797,538 SF (18.3 ac)**

Impervious Ratio: 0.279

LIST OF EXHIBITS

EXHIBIT A: Rowan County Rescue Squad **Contract**

EXHIBIT B: Air Photos

EXHIBIT C: List of Neighbors

EXHIBIT D: N.C. DoT Driveway Permit

EXHIBIT E: Narrative of Customer's Experience.

EXHIBIT F: Correspondence To-date with Public Safety Agencies

EXHIBIT A

1140 Julian Rd.
Salisbury, N.C. 28146
Email: rowanrescue@rowanrescue.org

Phone Emergency: 911
Business: 704-633-5405
Fax: 704-633-9968

To: Mr. Jenkins (Reapers Realm)

We at Rowan County Rescue Squad agree to provide medical coverage for your events at Reapers Realm located at 1610 Daugherty Rd, China Grove, NC 28023. This will include 1 Ambulance and 2 EMT's each night the business is open. The staff and truck will be committed to your event and will not leave at any time. We also agree to stage beside the command post located beside the ticket house.

Rowan County Rescue Squad will be on Scene of the event Sundays thru Thursdays from 6:00pm until 10:00pm. On Fridays and Saturdays Rowan County Rescue Squad will be on scene of the event from 6:00pm – 12:00pm.

Rowan County Rescue Squad staff members working the event, shall be paid nightly at the following rate:

1 EMT - $20.00 per hr

1 EMT - $20.00 per hr

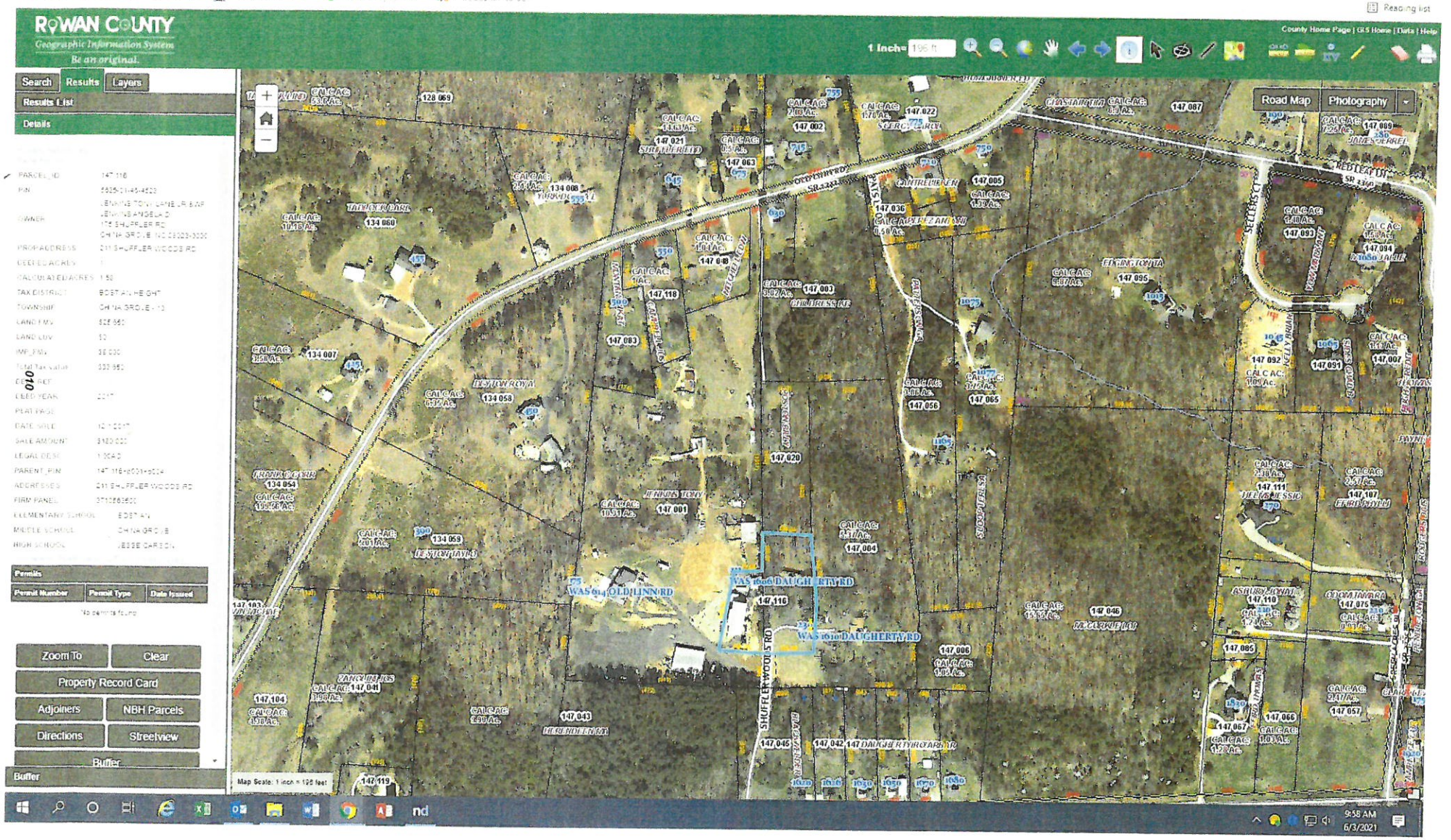
1 Certified Ambulance - $35.00 per 4 hr, anything over 4 hrs and the ambulance fee is $70.00

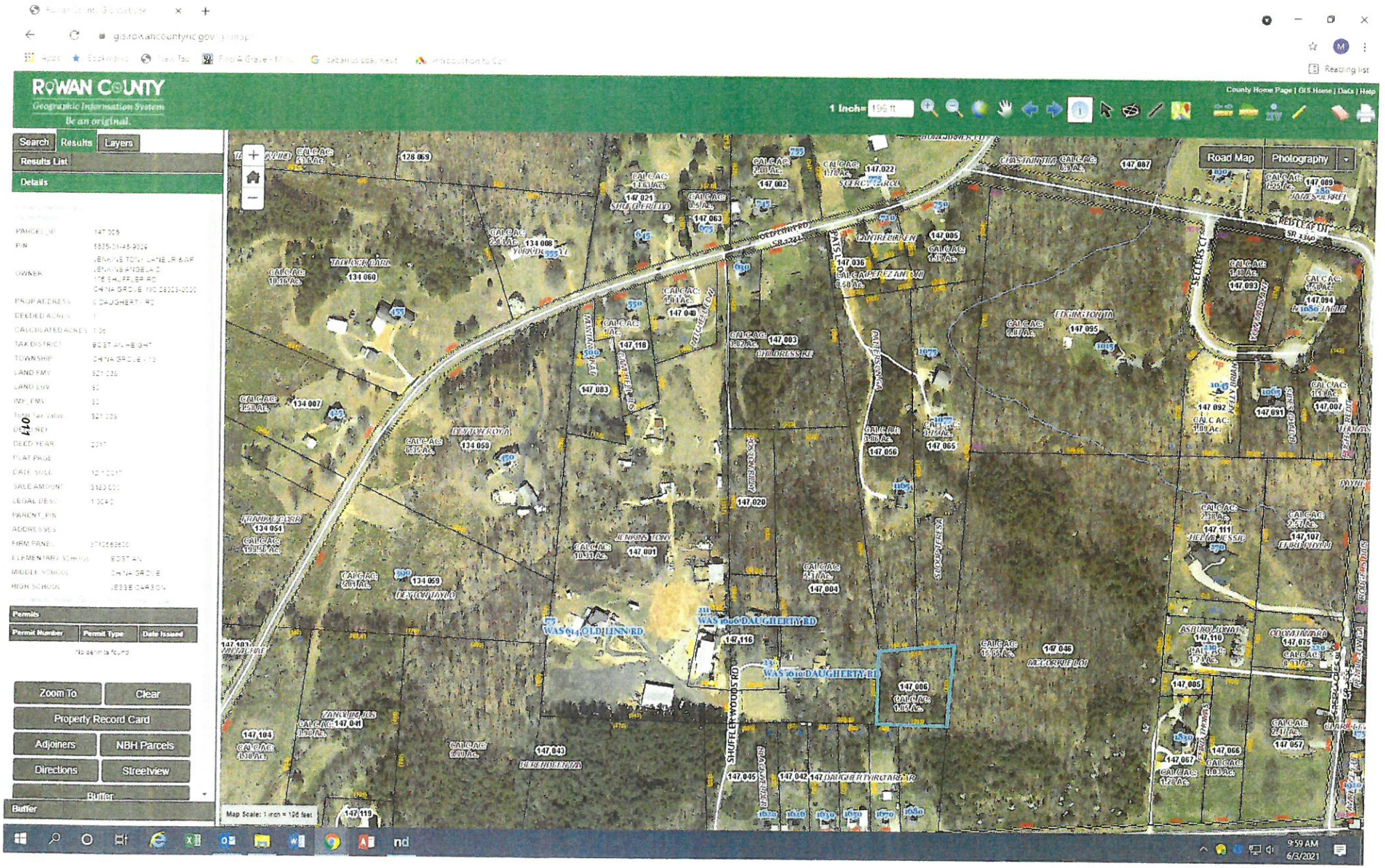
The Rowan County Rescue Squad understands that sometimes weather events may cause early closing or cancelation of events. If the event is cancelled for a specific date then we request notification prior to arriving at the event.

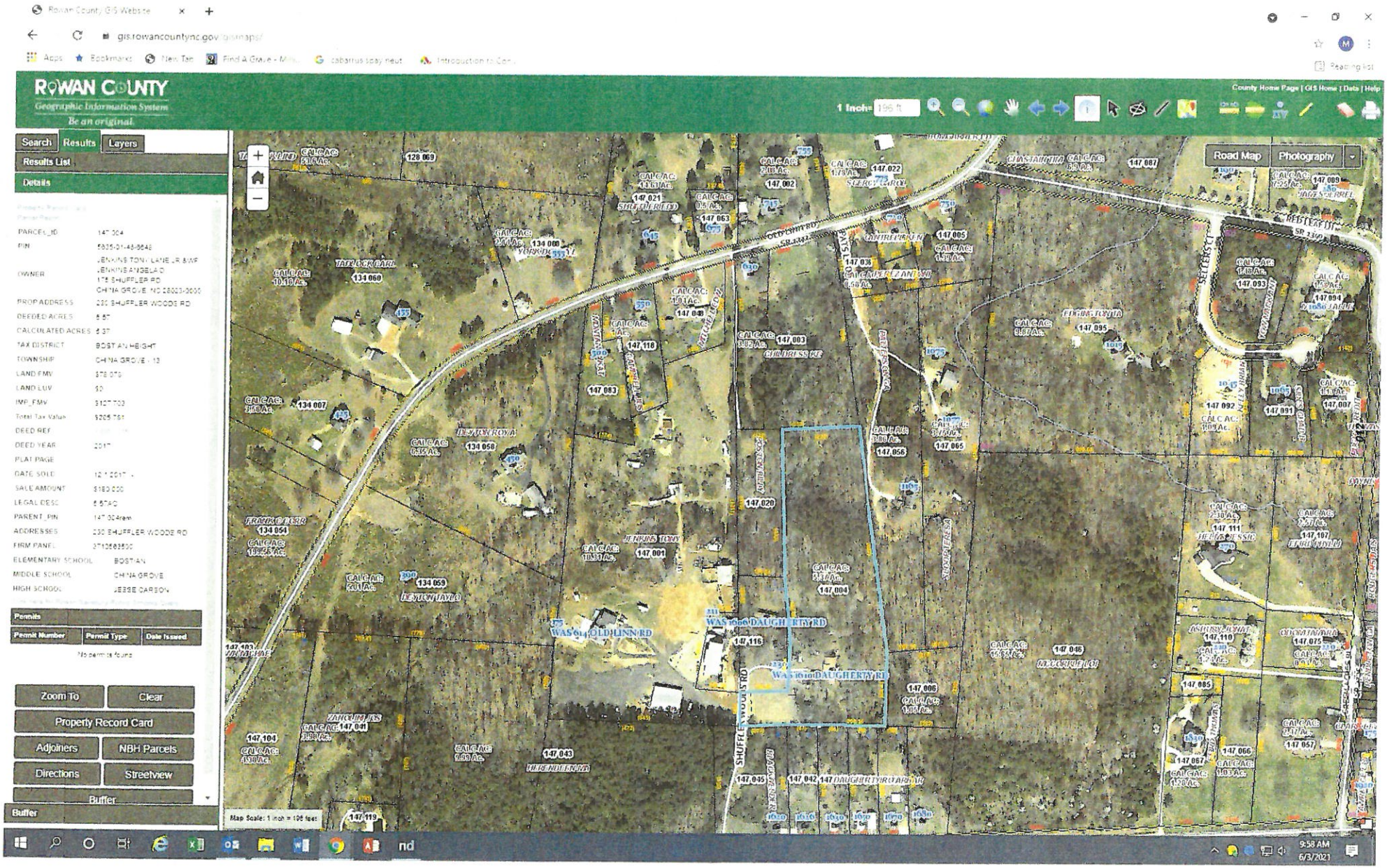
If all parties are in agreement within the guidelines set forth then we will enter into this agreement on the _____ day of July, 2021. This agreement shall be good for 1 yr.

Allen J. Carlyle Jr. - Chief

EXHIBIT B


ROWAN COUNTY
Geographic Information System
Be an original.
1 Inch=
Search
Results
Layers
Results List
Details
Road Map
Photography
Permits
Permit Number
Permit Type
Date Issued
Zoom To
Clear
Property Record Card
Adjoiners
NBH Parcels
Directions
Streetview
Buffer
Map Scale: 1 inch = 198 feet
WAS 1606 DAUGHERTY RD
WAS 614 OLD LINN RD
SHUFFLER WOODS RD
DAUGHERTY RD
9:58 AM
6/3/2021


ROWAN COUNTY
Geographic Information System
Be an original.
1 Inch= 196 ft
County Home Page | GIS Home | Data | Help
Search
Results
Layers
Results List
Details
Road Map
Photography
Permits
Permit Number
Permit Type
Date Issued
Zoom To
Clear
Property Record Card
Adjoiners
NBH Parcels
Directions
Streetview
Buffer
Map Scale: 1 inch = 196 feet
9:59 AM
6/3/2021


Rowan County GIS Website
gis.rowancountync.gov/gismaps/
ROWAN COUNTY
Geographic Information System
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County Home Page | GIS Home | Data | Help
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Search
Results
Layers
Results List
Details
PARCEL_ID 147 004
PIN 5825-01-48-8648
OWNER JENKINS TONY LANE JR &WF JENKINS ANGELA D 178 SHUFFLER RD CHINA GROVE, NC 28023-9000
PROP ADDRESS 230 SHUFFLER WOODS RD
DEEDED ACRES 6.87
CALCULATED ACRES 6.87
TAX DISTRICT BOSTIAN HEIGHT
TOWNSHIP CHINA GROVE - 13
LAND FMV $78,070
LAND LUV $0
IMP_FMV $127,700
Total Tax Value $205,761
DEED REF
DEED YEAR 2017
PLAT PAGE
DATE SOLD 12/1/2017
SALE AMOUNT $180,000
LEGAL DESC 6.87AC
PARENT_PIN 147 004rem
ADDRESSES 230 SHUFFLER WOODS RD
FIRM PANEL 3710658500
ELEMENTARY SCHOOL BOSTIAN
MIDDLE SCHOOL CHINA GROVE
HIGH SCHOOL JESSE CARSON
Permits
Permit Number
Permit Type
Date Issued
No permits found.
Zoom To
Clear
Property Record Card
Adjoiners
NBH Parcels
Directions
Streetview
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Buffer
Road Map
Photography
SHUFFLER WOODS RD
OLD LINN RD
DAUGHERTY RD
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9:58 AM
6/3/2021

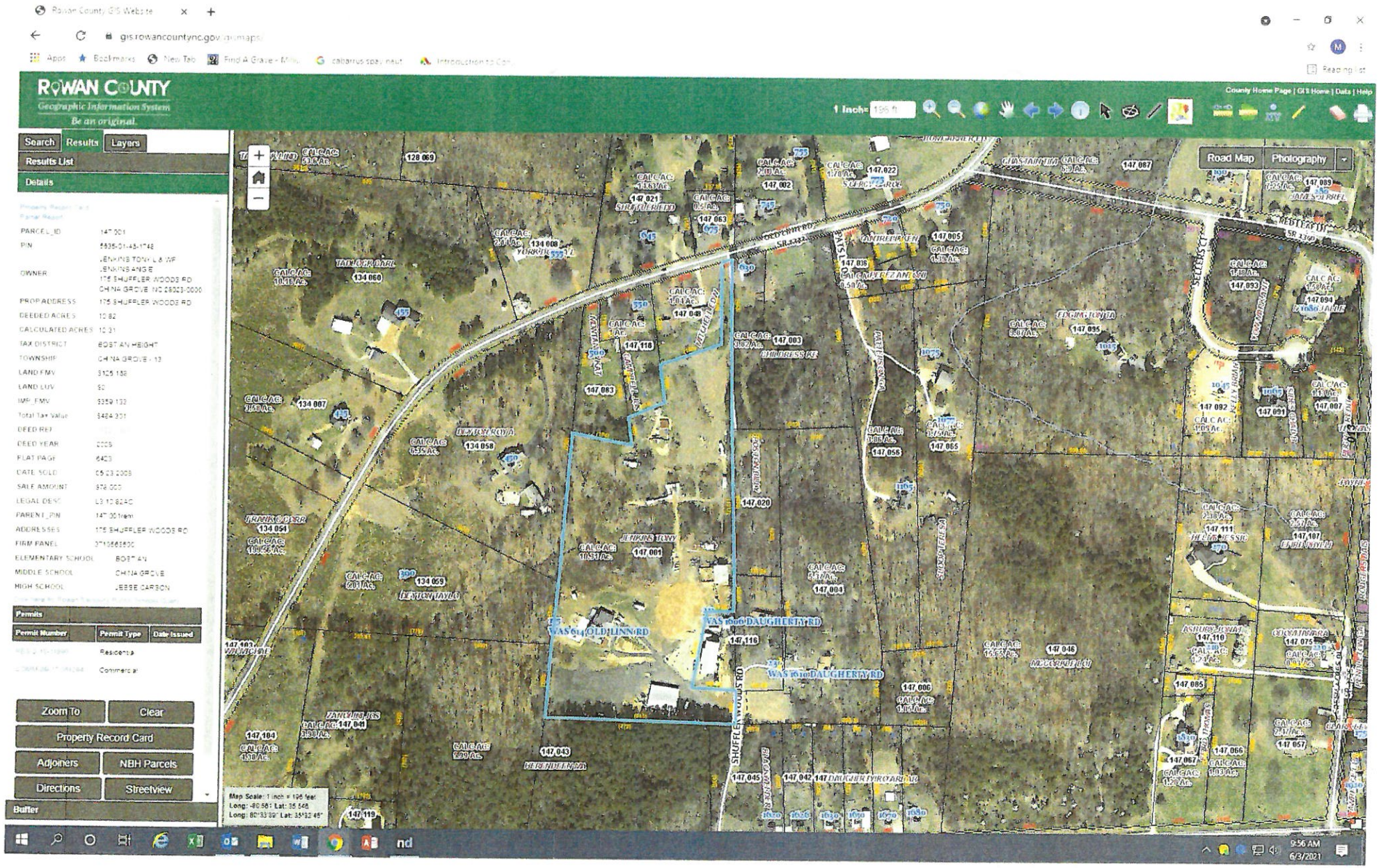

Rowan County GIS Website
gis.rowancountync.gov
ROWAN COUNTY
Geographic Information System
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County Home Page | GIS Home | Data | Help
1 Inch = 196 ft
Search
Results
Layers
Results List
Details
PARCEL_ID 147 001
PIN 5835-01-48-1748
OWNER JENKINS TONY L & WF JENKINS ANGIE 175 SHUFFLER WOODS RD CHINA GROVE NC 28023-0000
PROP ADDRESS 175 SHUFFLER WOODS RD
DEEDED ACRES 10.82
CALCULATED ACRES 10.31
TAX DISTRICT BOSTIAN HEIGHT
TOWNSHIP CHINA GROVE - 13
LAND FMV $125,138
LAND LUV 90
IMP_FMV $359,133
Total Tax Value $484,231
DEED REF
DEED YEAR 2005
PLAT PAGE 6423
DATE SOLD 05/23/2005
SALE AMOUNT $78,000
LEGAL DESC L3 10.82AC
PARENT_PIN 147 001rem
ADDRESSES 175 SHUFFLER WOODS RD
FIRM PANEL 3710585500
ELEMENTARY SCHOOL BOSTIAN
MIDDLE SCHOOL CHINA GROVE
HIGH SCHOOL JESSE CARSON
Permits
Permit Number
Permit Type
Date Issued
Residential
Commercial
Zoom To
Clear
Property Record Card
Adjoiners
NBH Parcels
Directions
Streetview
Buffer
Road Map
Photography
WAS 1010 OLD LINN RD
WAS 1010 DAUGHERTY RD
SHUFFLER WOODS RD
SR 1332
Map Scale: 1 inch = 196 feet
Long: -80.561 Lat: 35.565
Long: 80°33'39" Lat: 35°33'45"
9:56 AM
6/3/2021

EXHIBIT C LIST OF NEIGHBORS - CONTIGUOUS

Name	County Property Number & PIN
Patterson, Gary M. and wife, Deborah C. Patterson 1165 Pats Loop, China Grove, NC 28023-5769	147 036 (5835-01-47-7632), 147 056 (5835-01-47-8008)
Sloop, Teresa P. and husband, Timothy Sloop 1077 Pats Loop, China Grove, NC 28023	147 065 (5835-01-57-0004)
McCorkle, Lois Daugherty 809 N Enochville Ave, China Grove, NC 28023	147 046 (5835-02-56-2574)
Lentz, Barbara Rainwater 2570 Lentz Rd. China Grove, NC 28023	147 039 (5835-01-46-8144)
Daugherty, Robert J. 7287 Meeting Street, Charlotte, NC 28210	147 040 (5835-01-46-7154) 147 042 (5635-01-46-5183)
Herendeen, Mary R. 571 Paradise Rd., Salinas, CA 93907	147 044 (5635-01-46-6164)
Blackwelder, Jermey Michael 1463 Banks Rd., Fort Mill, SC 29715-8431	147 045 (5635-01-46-4133)
Deyton, Roy Anthony and wife, Ann Johnston Deyton 450 Old Linn Rd., China Grove, NC 28203	134 058 (5635-01-37-6038), 134 059 (5635-01-36-4781)
Montanez, Kathya Divina 500 Old Linn Rd., China Grove, NC 28023	147 083 (5635-01-47-0204)
Campbell, Justin Ryan and Goldin Carly 550 Old Linn Rd., China Grove, NC 28023	147 118 (5635-01-47-0385)
Mitchell, Edward Wayne 610 Old Lynn Rd., China Grove, NC 28023-5614	147 048 (5635-01-47-2436)
Childress, Kenneth and wife, Patricia Ann Childress 630 Old Linn Rd., China Grove, NC 28023	147 003 (5635-01-47-5450)
Poston, Billy Roy and wife, Dollie M. 616 E. Mills Drive, Landis 28088	147 020 (5635-01-46-4943)

NEIGHBORS ACROSS OLD LINN and DAUGHERTY ROADS from the ENTRANCES

Name	County Property Number
Shuffler, Eddie Lee and wife, Donna L. Shuffler 1254 Bennington Dr. NW, Concord, NC 28027	147 021 (5635-01-48-3266), 147 063 (5635-01-47-3714), 147 002 (5635-01-47-4896)
Williams Noel A. and spouse, Joan E. Williams	147 008 (5635-01-35-6387)
Young, Thomas Stanford and wife, Cynthia C. Young 1515 Daugherty Rd., China Grove, NC 28023	147 074 (5635-01-45-1721)
Lentz, Barbara Rainwater 2570 Lentz Rd., China Grove, 28023	147 038 (5635-01-45-7430)

June 4, 2021

Daugherty, Randy Neal and wife, Tamara Freeze Daugherty 1715 Daugherty Rd., China Grove, NC 28023	147 081 (5635-02-55-3331) 147 121 (5635-02-55-5379)
Daugherty, Greer Haywood and Carolyn Buckwell Daugherty 2920 Daugherty Rd., China Grove, NC 28023	147 101 (5635-04-54-5794)
Honeycutt, Ginger O. 1825 Daugherty Rd., China Grove, NC 28023	147 120 (5635-02-55-6812)

June 4, 2021

EXHIBIT D

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

April 7, 2021

Rowan County

Subject: COMMERCIAL DRIVEWAY PERMIT
Reapers Realm
SR 1243 (Daugherty Rd) & SR 1232 (Old Linn Rd)
Driveway Permit No. D091-080-21-00012

Reapers Realm
175 Shuffler Woods Rd
China Grove, NC 28023

Mr. Tony Jenkins,

Enclosed, please find the approved driveway permit application for the Reapers Realm site onto Daugherty Road in Rowan County. This permit is contingent upon compliance with the attached Standard and Special Provisions.

NOTE: Please see Standard Provisions Attachment.
NOTE: Please contact County Maintenance Engineer, Michael Hedrick prior to construction.
NOTE: A copy of this approval package should be on site at all times.
NOTE: All Utilities will need to be approved under separate encroachments.
NOTE: Approval of this driveway permit application allows the applicant to establish a connection to an existing state-maintained roadway and does not constitute approval of the proposed commercial site plan or subdivision design.

Sincerely yours,

DocuSigned by:
7AA7144FF694423...
Kelly Seitz, P.E.
District Engineer

PKS: etg

Attachments(s)
pc: Mr. S.P. Ivey, PE, Division Engineer
Mr. Michael Hedrick, PE, County Maintenance Engineer
Mr. Shane Stewart, Rowan County Planning Department

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION 9/ DISTRICT 1
4770 SOUTH MAIN STREET
SALISBURY, NC 28147

Telephone: (704) 630 3200
Fax: (704)639-7566
Customer Service: 1-877-368-4968

Website: www.ncdot.gov

Location:
4770 SOUTH MAIN STREET
SALISBURY, NC 28147

Policy On Street And Driveway Access to North Carolina Highways

APPLICATION IDENTIFICATION		N.C. DEPARTMENT OF TRANSPORTATION
Driveway Permit No. D091-080-21-000012	Date of Application 4/5/2021	STREET AND DRIVEWAY ACCESS PERMIT APPLICATION
Development Name: REAPERS REALM		

LOCATION OF PROPERTY

Exact Distance .5i ☒ Miles ☐ Feet N ☒ S ☐ E ☐ W ☐

From the Intersection of Route No. SR 1243 and Route No. SR 1232 Toward

Property Will Be Used For: ☐ Residential /Subdivision ☒ Commercial ☐ Educational Facilities ☐ TND ☐ Emergency Services ☐ Other

Property: ☐ is ☒ is not within CHINA GROVE City Zoning Area.

AGREEMENT

- I, the undersigned property owner, request access and permission to construct driveway(s) or street(s) on public right-of-way at the above location.
- I agree to construct and maintain driveway(s) or street entrance(s) in absolute conformance with the current "Policy on Street and Driveway Access to North Carolina Highways" as adopted by the North Carolina Department of Transportation.
- I agree that no signs or objects will be placed on or over the public right-of-way other than those approved by NCDOT.
- I agree that the driveway(s) or street(s) will be constructed as shown on the attached plans.
- I agree that that driveway(s) or street(s) as used in this agreement include any approach tapers, storage lanes or speed change lanes as deemed necessary.
- I agree that if any future improvements to the roadway become necessary, the portion of driveway(s) or street(s) located on public right-of-way will be considered the property of the North Carolina Department of Transportation, and I will not be entitled to reimbursement or have any claim for present expenditures for driveway or street construction.
- I agree that this permit becomes void if construction of driveway(s) or street(s) is not completed within the time specified by the "Policy on Street and Driveway Access to North Carolina Highways".
- I agree to pay a $50 construction inspection fee. Make checks payable to NCDOT. This fee will be reimbursed if application is denied.
- I agree to construct and maintain the driveway(s) or street(s) in a safe manner so as not to interfere with or endanger the public travel.
- I agree to provide during construction proper signs, signal lights, flaggers and other warning devices for the protection of traffic in conformance with the current "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 District Engineer.
- I agree to indemnify and save harmless the North Carolina Department of Transportation from all damages and claims for damage that may arise by reason of this construction.
- I agree that the North Carolina Department of Transportation will assume no responsibility for any damages that may be caused to such facilities, within the highway right-of-way limits, in carrying out its construction.
- I agree to provide a Performance and Indemnity Bond in the amount specified by the Division of Highways for any construction proposed on the State Highway system.
- The granting of this permit is subject to the regulatory powers of the NC Department of Transportation as provided by law and as set forth in the N.C. Policy on Driveways and shall not be construed as a contract access point.
- **I AGREE TO NOTIFY THE DISTRICT ENGINEER WHEN THE PROPOSED WORK BEGINS AND WHEN IT IS COMPLETED.**

2003-05 NOTE: Submit Four Copies of Application to Local District Engineer, N.C. Department of Transportation TEB 65-04rev.
61-03419

Policy On Street And Driveway Access to North Carolina Highways

SIGNATURES OF APPLICANT

	PROPERTY OWNER (APPLICANT)		WITNESS
COMPANY	Reaper's Realm	NAME	Eric Catlett
SIGNATURE	Angela Smith	SIGNATURE	
ADDRESS	175 Shaffler Woods Rd.	ADDRESS	4770 S MAIN ST
	China Grove NC Phone No. 704-239-4153		SALISBURY, NC 28147

	AUTHORIZED AGENT		WITNESS
COMPANY		NAME	
SIGNATURE		SIGNATURE	
ADDRESS		ADDRESS	
	Phone No.		

APPROVALS

APPLICATION RECEIVED BY DISTRICT ENGINEER

ETG — SIGNATURE — 4/7/21 — DATE

APPLICATION APPROVED BY LOCAL GOVERNMENTAL AUTHORITY (when required)

SIGNATURE — TITLE — DATE

APPLICATION APPROVED BY DISTRICT ENGINEER

DocuSigned by: Kay Dent 7AA7144FF694423... — SIGNATURE — District Engineer — 4/8/2021 — DATE

INSPECTION BY NCDOT

SIGNATURE — TITLE — DATE

COMMENTS: 1976angntj@gmail.com

Use Additional Pages as necessary.

STANDARD PROVISIONS

1. The Rowan County Maintenance Engineer's Office shall be notified at least five (5) days prior to the actual start of work and upon completion of all the work. A pre-construction meeting with Michael Hedrick, P.E., County Maintenance Engineer, Telephone (704-630-3240) shall be held in order that he may schedule his inspections accordingly.

2. An executed copy of this driveway permit shall always be present at the site during construction. If safety or traffic conditions warrant such an action, the Department reserves the right to further limit, restrict or suspend operations within the right-of-way.

3. All materials and construction shall be in accordance with NCDOT standards and specifications, Including, but not limited to, the NCDOT Standard Specifications of Roads and Structures dated January 2018, the NCDOT Roadway Standard Drawings, and NCDOT Policies and Procedures for Accommodating Utilities on Highway Rights of Way

4. Strict compliance with the Policy on Street and Driveway Access to North Carolina Highways and Subdivision Roads Minimum Construction Standards manuals shall be required.

5. It shall be the responsibility of the developer to acquire or dedicate new right-of-way for all roadway improvements associated with the driveway permit. This shall include any and all construction easements, utility easements, sidewalk maintenance easements, etc. The Department of Transportation will not approve or take on maintenance of any facility that is located outside of recorded right-of-way. The developer shall identify the need for additional right-of-way or easements and officially record those with the respective county's register of deeds office.

6. Traffic control devices, lane closures, road closures, positive protection and/or any other warning devices shall be used in accordance with the latest NCDOT Roadway Standard Drawings, Standard Specifications for Roads and Structures, and/or any additional amendments. If there is no guidance provided in the above mentioned standards all traffic control devices shall comply with the latest Manual on Uniform Traffic Control Devices for Streets and Highways. The Department reserves the right to require a written traffic control plan for encroachment operations.

7. During construction, ingress and egress shall be maintained to all businesses and dwellings affected by the project. Special attention shall be paid to police and fire stations, fire hydrants, and hospitals. Work requiring lane or shoulder closures shall not be performed on both sides of the road simultaneously within the same area.

8. The Department reserves the right to modify, remove, or relocate any access point if it is deemed necessary to maintain the safety, mobility, and efficiency of the roadway. The applicant may be held liable for the redesigning any necessary modifications, including but not limited to, medians, auxiliary lanes, and turning movement restrictions.

9. All permanent driveway connections shall be paved for a minimum of fifty (50) feet along the centerline of the new driveway.

10. It shall be the responsibility of the Permittee to determine the location of utilities in the encroachment area. The Permittee shall be responsible for notifying utility owners, providing protection and safeguards to prevent damage or interruption to existing facilities and for maintaining accessibility to existing utilities. Relocation costs of any utilities shall be the responsibility of the permittee.

11. All erosion control devices and measures shall be constructed, installed, maintained, and removed by the Permittee in accordance with all applicable Federal, State, and Local laws, regulations, ordinances, and policies. All earth areas shall be regarded and seeded in accordance with NCDOT Standard Specifications for Roads and Structures dated January 2018.

12. It shall be the responsibility of the developer to install all necessary regulatory traffic signage, pavement markings, etc. in accordance with the latest NCDOT Roadway Standard Drawings.

13. When surface areas in excess of one acre will be disturbed, the Permittee shall submit a Sediment and Erosion Control Plan which has been approved by the appropriate regulatory agency or authority prior to beginning any work on the Right of Way. Failure to provide information shall be grounds for suspension of operations.

14. Driveways must be constructed so that they do not adversely affect highway drainage or drainage of adjacent properties. Drainage and stability of the highway subgrade must not be impaired by driveway construction or roadside development. In no case may the construction of a driveway cause water to flow across the highway pavement, to pond on the shoulders or in the ditch, or result in erosion within the right-of-way.

15. It shall be the responsibility of the owner to maintain a sight distance triangle being measured seventy (70) feet in length, along the right of way, in each direction from the edges of the proposed or existing driveway and being measured ten (10) feet in width along each side of the drive from its intersection with the right of way and being in addition to the right of way. It is further understood that no structures, signage or vegetation over fifteen (15) inches in height shall be placed within the above described sight distance triangles.

16. It shall be the responsibility of the developer to ensure adequate sight distance in both directions at the driveway connection. Sight distance shall be based upon ten (10) feet of clear sight distance for each one (1) mile per hour of the prevailing speed limit.

17. While the Department of Transportation permits sidewalk construction within the right-of-way, behind curb and gutter sections only, the liability and maintenance of the sidewalk remains the responsibility of the permittee/property owners. All newly constructed sidewalk and curb ramps within NCDOT right-of-way must be constructed in compliance with the Americans with Disabilities Act (ADA) standards. See STD 848.05

18. All temporary construction entrances are to be stoned and maintained at all times to prevent mud from being tracked onto the highway. Any mud/dirt which may collect on the roadway from equipment and/or truck traffic on site shall be removed in a timely manner to avoid any unsafe traffic conditions.

19. The driveway connection must be completed within one (1) year from the above approval date. Once this time has expired, a reapplication will be required.

20. All personnel performing any activity inside the highway right-of-way are required to be familiar with the NCDOT Maintenance/Utility Traffic Control Guidelines. All flagging, spotting, or operating Automated Flagger Assist Devices (AFAD) inside the highway right-of-way requires qualified and trained work zone flaggers. Training for this certification is provided by NCDOT training resources and pre-approved private entities. All personnel in charge of overseeing work zone traffic control are required to be qualified work zone supervisors. For any questions regarding proper work zone flagger or supervisor training please refer to our website at http://connect.ncdot.gov/projects/WZTC/pages/Training.aspx. You may also contact Kenneth Thornwell, P.E. at (919-814-5037) or kcthornwell@ncdot.gov

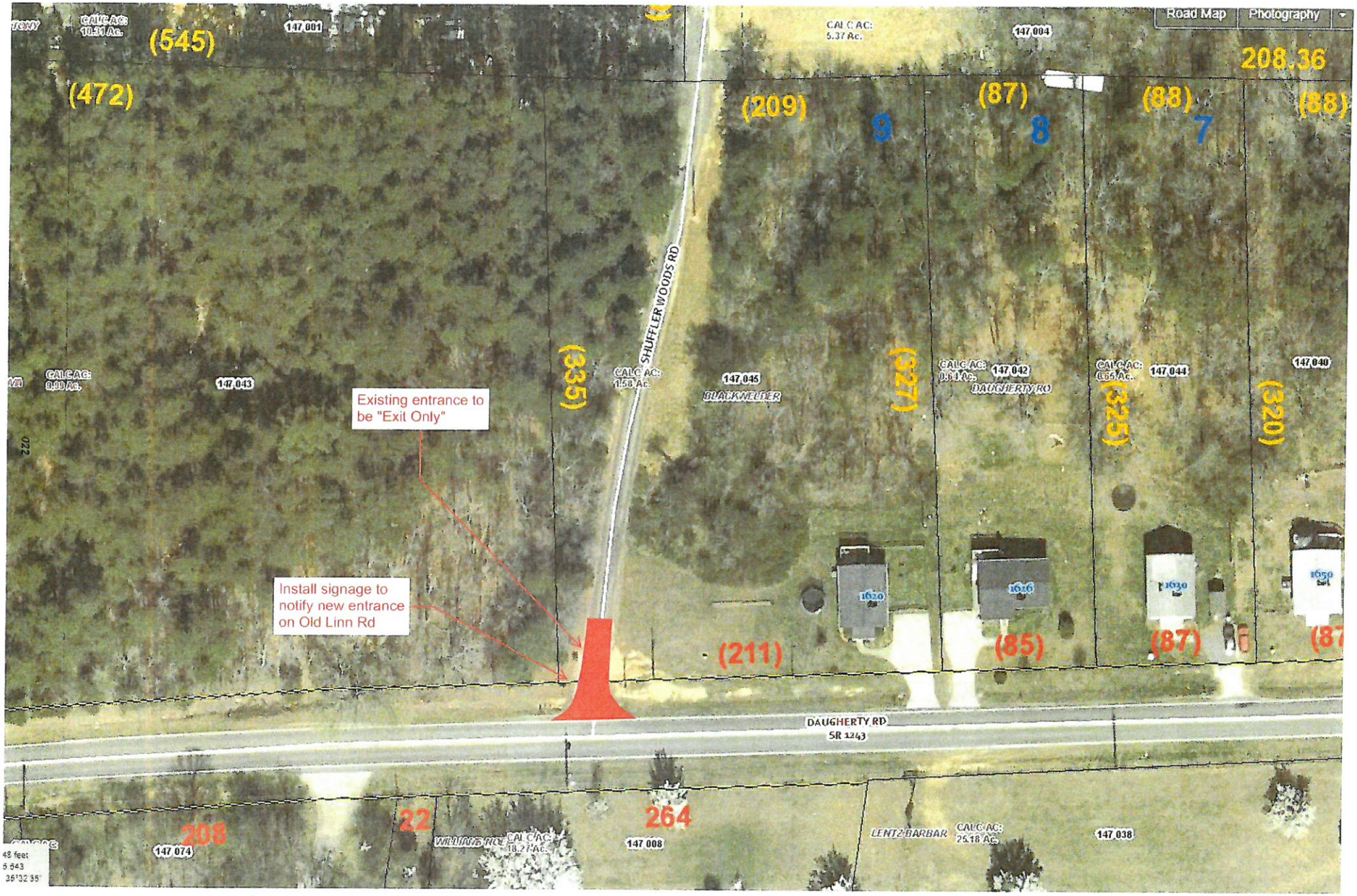
21. **Failure to comply with these set forth provisions will void your driveway access permit and may result in the removal of your driveway entrances.**

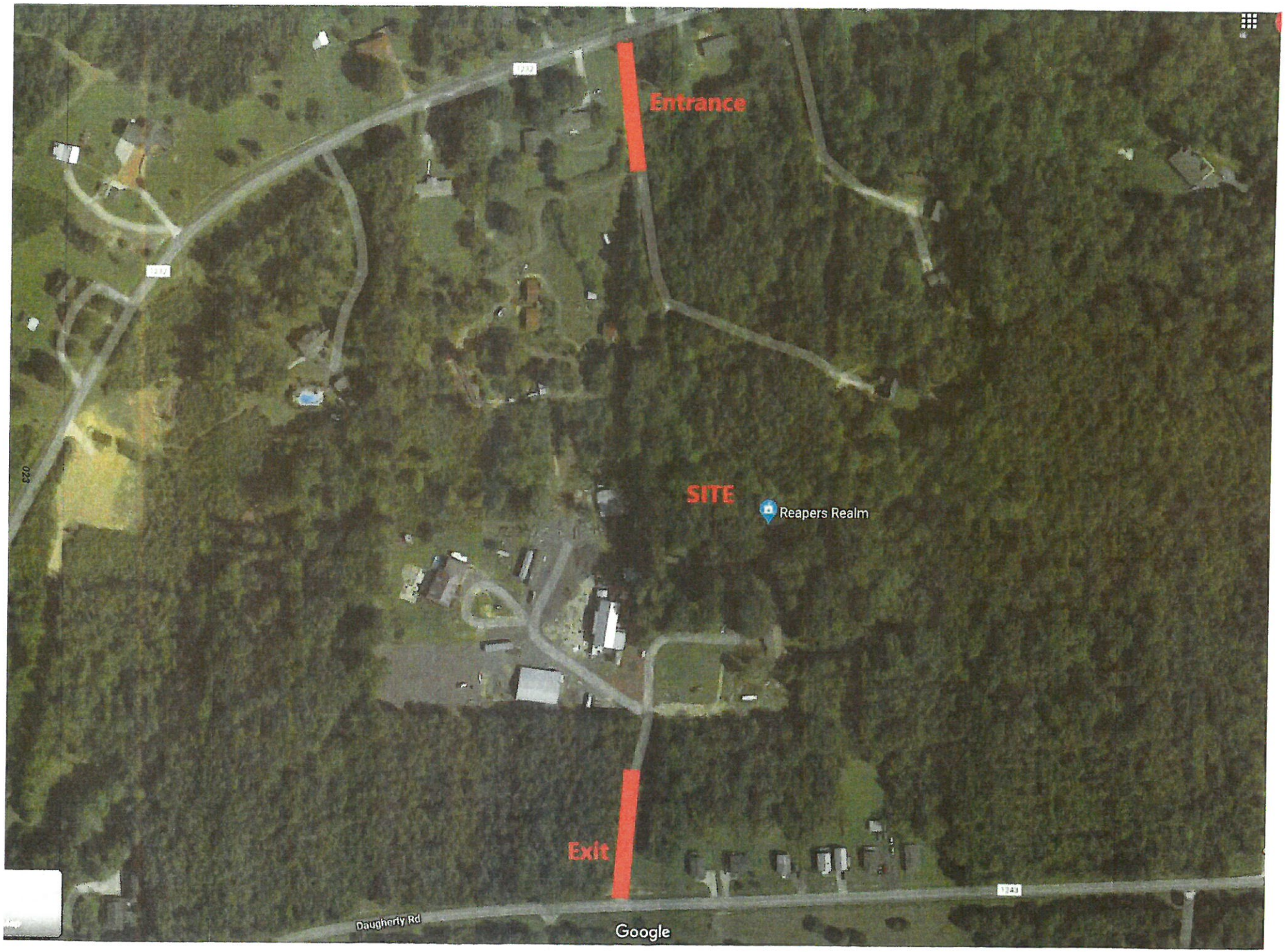
SPECIAL PROVISIONS

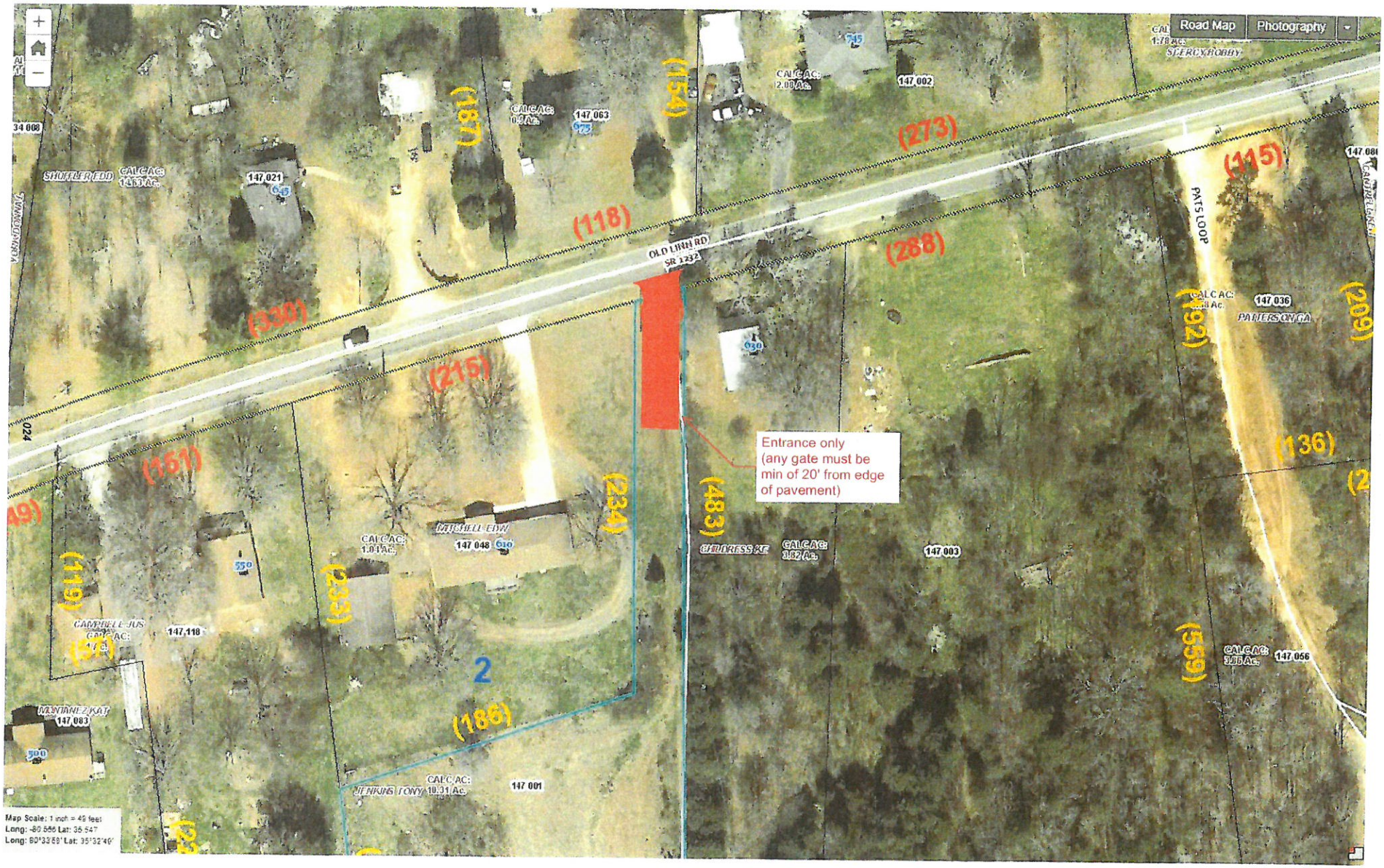
22. **Currently Reapers Realm is a seasonal operation, open only 1 month of the year. If hours of operation increase and generates more traffic volume throughout the year the Department reserves the right to re-evaluate the driveway permit.**

23. **If needed, Reapers Realm will be responsible for providing all traffic control to mitigate any traffic queuing on Daugherty or Old Linn Rd. They will also need to provide signage and notification of the new traffic patterns on-site.**

24. **Any gates must be installed completely off NCDOT right-of-way and provide enough space for vehicles to pull in completely off the road.**


Road Map
Photography
(545)
147.001
CALC AC: 10.31 Ac.
CALC AC: 5.37 Ac.
147.004
208.36
(472)
(209)
9
(87)
8
(88)
7
(88)
SHUFFLER WOODS RD
(335)
CALC AC: 1.58 Ac.
147.045
BLACKWELDER
(327)
CALC AC: 0.64 Ac.
147.042
DAUGHERTY RD
(325)
CALC AC: 0.65 Ac.
147.044
(320)
147.040
CALC AC: 0.99 Ac.
147.043
Existing entrance to be "Exit Only"
Install signage to notify new entrance on Old Linn Rd
1620
1626
1630
1630
(211)
(85)
(87)
(87)
DAUGHERTY RD
SR 1243
208
147.074
22
WILLIAMS NOT
CALC AC: 18.27 Ac.
264
147.008
LENTZ-BARBAR
CALC AC: 25.18 Ac.
147.038


Entrance
SITE
Reapers Realm
Exit
Daugherty Rd
Google


Road Map
Photography
OLD LINN RD
SR 1232
PATS LOOP
Entrance only
(any gate must be
min of 20' from edge
of pavement)
SHUFFLER EDD
CALC AC:
1.43 Ac.
147,021
147,063
CALC AC:
2.00 Ac.
147,002
PATTERSON GA
147,036
MITCHELL EDW
147 048
CALC AC:
1.01 Ac.
CALC AC:
3.62 Ac.
147,003
CAMPBELL JUS
147,118
MARTINEZ KAT
147,083
JENKINS TONY
CALC AC:
10.31 Ac.
147 001
CALC AC:
3.05 Ac.
147,056
(330)
(216)
(118)
(273)
(288)
(483)
(234)
(233)
(186)
(161)
(119)
(559)
(192)
(209)
(136)
(115)
(154)
(187)
Map Scale: 1 inch = 49 feet
Long: -80.586 Lat: 35.547
Long: 80°33'59" Lat: 35°32'49"

SITE PLAN CHECKLIST

As Required by Article III Section 21-52 of the Rowan County Zoning Ordinance

Project Name: REAPER'S REALM HAUNTED HOUSE LLC REZONING

Submitted By: ALBERT BENSON Phone: 980 622 6440 Date: 6/4/2021

Checked By: Date:

ITEM	REQUIREMENTS	YES	NO	N/A
1	Zone lot with dimensions and development setbacks	✓		
2	Tax parcel number	✓		
3	Property address	✓		
4	Adjoining deeded properties and their uses	✓		
5	Existing structures	✓		
6	Proposed structure with size			✓
7	Proposed use	✓		
8	Number of employees; if applicable	✓		
9	Hours of operation, if applicable	✓		
10	Off-street parking, loading and unloading, access to existing streets	✓		
11	Easements and rights-of-way			✓
12	All pertinent development requirements of this chapter	✓		
13	Any additional information required by the zoning administrator to assess the merits of the application, including but not limited to a commercial driveway permit, traffic impact analysis, environmental impact statements	✓		
14	Floodplains		✓	
15	Name, location and dimension of any proposed streets, drainage facilities, parking areas, required yards, required turnarounds as applicable	✓		
16	Screening & buffering, if applicable	✓		
17	Zoning district	✓		
18	Proposed phasing, if applicable			✓
19	This required site plan shall be in sufficient detail to allow the zoning administrator to reasonably understand the proposed development. The scale shall be 1" = 100' or greater for zone lots less than 3 acres in size, or 1" = 200' for zone lots more than 3 acres in size.	✓		

Comments: SEE NARRATIVE FOR 7, 8, 9



175 shuffler woods rd. China Grove NC 28023
704-239-4153
1976angntj@gmail.com

7/8/2021

As customers enter RRHH from Old Linn Rd. entrance they will meet a licensed flagger and Sheriff directing them to turn into new road. They will then follow gravel road and signs along the way until they are met by our ID check point attendant, see {B} on map. Our attendant will then check ID's then give car # with instructions to turn to radio station to follow instructions. They then will be directed by parking attendant to park in rows. They tune to radio station and listen for their # to be called then continue to security tent. During this time we are giving instructions on radio of all the steps,what is allowed on premises and not allowed to bring on premises. All weapons, lighters, knives to be left in vehicles. We call around 25 people to security gate at a time they are then wanded and if needed ask to empty pockets with anything metal. They are then directed to ticket line ,see {C} on map. When they purchase tickets they are given a group # to listen for to go inside haunt. They then are lead through a line to sign waiver before you can enter. Then customers can wait by fire barrels or buy concessions while they wait for group # to be called. All guests wait inside a fenced area with security and a Sheriff. Once they enter attraction they will exit at end of trial see {D} on map. They then proceed back to their vehicles an are directed to exit on Daugherty Rd. see {E} on map where there will be another Sheriff and flagger stationed at Daugherty Rd. see {F} on map.

TJ JENKINS

EXHIBIT E

June 28, 2021

Kevin Auten
Rowan County Sheriff
232 N. Main St.
P. O. Box _____
Salisbury, NC 28144

RE: Reaper's Realm Haunted House application for rezoning and request to hire deputies.

Dear Sheriff Auten:

Reaper's Realm has submitted a rezoning application to the Rowan County Planning Department and received comments on the application. A copy of the application is attached for your consideration. I welcome your comments and suggestions.

Just like last year, I hope to hire five off duty deputies for the evenings of October 12 through 31, 2021. The hours of work are Sundays through Thursdays 6:30 PM to 10:00 PM; Fridays and Saturdays from 6:30 PM to 12:30 PM. These days and hours are guaranteed.

In addition, I'd like to hire three Sheriff's deputies for a four day season around St. Valentine's Day (Feb. 11-14, 2022) and a two day season around St. Patrick's day (March 18-19, 2022), at the same hours.

Please let me know if you can meet these requests. I am happy to enter into any contract or agreement you wish.

Next, Reaper's Realm will provide a command post for the public safety and emergency services providers. Planning Director Ed Muire asks me to ask you to comment on the proposed command post. Is the proposed command post suitable for your purposes? The command post will be located beside the main haunted house near the ticket window. The command post will be 14x20. It will have electricity, phone line and wifi.

A site plan showing the location of the command post is attached. The entire rezoning application is available on request, or on our website at www.reapersrealmnc.com.

Please send your comments to my e-mail address at 1976angntj@gmail.com or to my mail address at 175 Shuffler Woods Rd. China Grove, NC 28023

Thanks for your consideration.

Sincerely, TJ JENKINS

EXHIBIT F

Reapers Realm

June 28, 2021

Allen Cress
Emergency Services Chief

Deborah Horne
Fire Division Chief

Captain David Earnhardt
Rowan County Rescue
P. O. Box 61
Salisbury, NC 28145-0061

RE: Reaper's Realm application for rezoning.

Dear Chief Cress, Chief Horne and Captain Earnhardt:

Thanks to Captain Earnhardt for his letter of May 26 in response to my request to station an ambulance and crew at Reaper's Realm Haunted House and Trail when it is open. I have to ask you for some additional information.

Reaper's Realm has submitted a rezoning application to the Rowan County Planning Department and received comments on the application. Planning Director Ed Muire wrote "Correspondence from Rowan Rescue Squad does not substantiate a "contract to provide one ambulance and crew to be stationed on the site when Reaper's Realm Haunted House and Trail is open to the public" is in place, rather than suggest providing coverage to events "if at all possible". Provision of emergency coverage on site is of primary concern and this factor should be satisfactorily addressed."

Will the Rescue Squad consider entering into a contract with Reaper's Realm to provide an ambulance for the 30 days the house and trail are open? I understand that the Rescue Squad will have its own constraints which can be addressed in a contract.

Next, Reaper's Realm will provide a command post for the public safety and emergency services providers. Mr. Muire asks me to ask you to comment on the proposed command post. Is the proposed command post suitable for your purposes? The command post will be located beside the main haunted house near the ticket window. The command post will be 14x20 <u>have electricity, phone line and wifi</u>.

A site plan showing the location of the command post is attached. The entire rezoning application is available on request, or on our website at www.reapersrealmnc.com

Please send your comments to my e-mail address at 1976angntj@gmail.com or to my mail address at 175 Shuffler Woods Rd. China Grove NC 28023.

I'll call you to discuss in a week.

Sincerely,

T.J. Jenkins

THE BROUGH LAW FIRM, PLLC

G. Nicholas Herman herman@broughlawfirm.com
Robert E. Hornik, Jr. hornik@broughlawfirm.com
T.C. Morphis, Jr. morphis@broughlawfirm.com
Albert M. Benshoff benshoff@broughlawfirm.com
S. Ellis Hankins hankins@broughlawfirm.com
Kevin R. Hornik khornik@broughlawfirm.com
Brady N. Herman bherman@broughlawfirm.com

July 13, 2021

Jody Scott Burleyson, Fire Commissioner
Larry Randall St. Clair, Fire Commissioner
Randall Max Faggart, Fire Commissioner
Mark Zimmerman, Fire Chief
Bostian Heights Fire Department
8211 Old Concord Rd.
Salisbury, NC 28146

RE: Reaper's Realm rezoning application

Dear Fire Commissioners Burleyson, Faggart and St. Clair; Chief Zommerman

I represent Reaper's Realm LLC. As you probably know, the County asked the owners to rezone their property to a commercial zoning district (Commercial Business Industrial (CBI) with conditions) so that it can continue to operate seasonally, for no more than thirty days a year..

A copy of the rezoning application is included for your review.

Reaper's Realm will provide a command post for the public safety and emergency services providers. County Planning Director Ed Muire asks me to ask you to comment on the proposed command post. Is the proposed command post suitable for your purposes? The command post will be located beside the main haunted house near the ticket window. The command post will be 480 sq. ft. and be equipped with heated, electricity, phone lines, and WIFI.

Please send me your comments, suggestions and concerns. I'll be happy to meet with you at your convenience. I am based in Concord, so I can meet with you at almost any time. Or you can call me at 980 622 6440 or e-mail benshoff@broughlawfirm.com.

I look forward to hearing from you.

Sincerely

Albert M. Benshoff

From: Angntj Jenkins
To: Al Benshoff
Subject: Fwd: Security Plan
Date: Tuesday, July 13, 2021 10:55:12 PM

---------- Forwarded message ---------
From: **Moose, Chad** <Chad.Moose@rowancountync.gov>
Date: Tue, Jul 13, 2021, 4:03 PM
Subject: Security Plan
To: 1976angntj@gmail.com <1976angntj@gmail.com>
Cc: Auten, Kevin <Kevin.Auten@rowancountync.gov>

Hey TJ,

I wanted to let you know the Sheriff Auten and I have reviewed your plans and renovations to your facility. The plans appears to be solid and you have done a lot to improve the safety of your business. Thanks for sharing the plans with us and for all the work you've done. Let me know if you require any assistance from me.

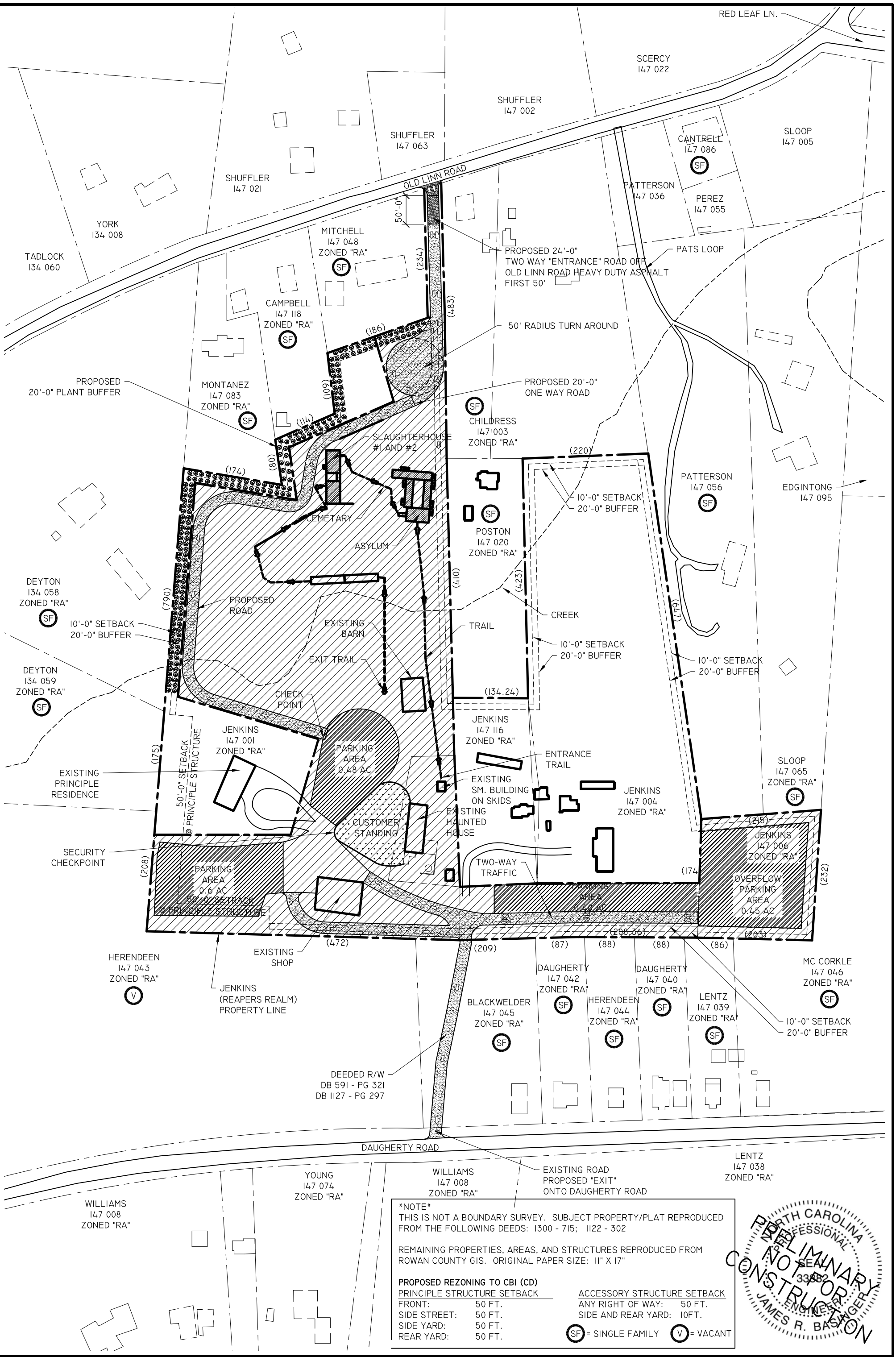
Major C. Moose

Rowan County Sheriff's Office

(704) 216-8687

Criminal Division Commander

Special Response Team



NOTE
THIS IS NOT A BOUNDARY SURVEY. SUBJECT PROPERTY/PLAT REPRODUCED FROM THE FOLLOWING DEEDS: 1300 - 715; 1122 - 302

REMAINING PROPERTIES, AREAS, AND STRUCTURES REPRODUCED FROM ROWAN COUNTY GIS. ORIGINAL PAPER SIZE: 11" X 17"

PROPOSED REZONING TO CBI (CD)

PRINCIPLE STRUCTURE SETBACK		ACCESSORY STRUCTURE SETBACK	
FRONT:	50 FT.	ANY RIGHT OF WAY:	50 FT.
SIDE STREET:	50 FT.	SIDE AND REAR YARD:	10FT.
SIDE YARD:	50 FT.		
REAR YARD:	50 FT.		

SF = SINGLE FAMILY V = VACANT

NORTH CAROLINA PROFESSIONAL SEAL 33882 ENGINEER JAMES R. BASINGER
PRELIMINARY NOT FOR CONSTRUCTION

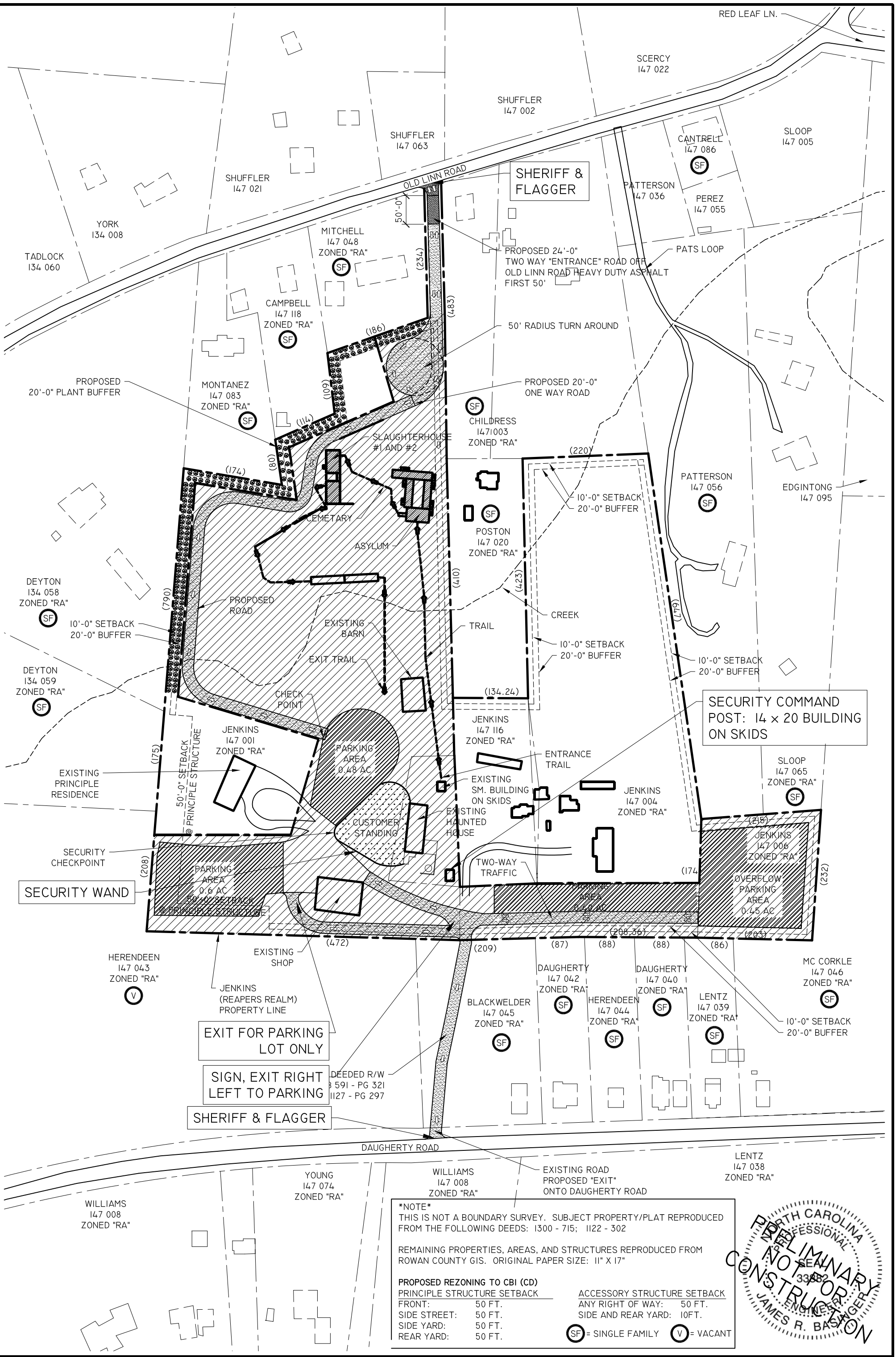
Basinger Design Co.
engineering | design | consulting
JAMES R. BASINGER, PE
CONSULTING ENGINEER
545 PLEASANT VILLAGE LANE
CHINA GROVE, N.C. 28023
704.973.9413 (fax)
704.796.1445 (mobile)

PROJECT NO.	DATE	DRAWN BY:
21003	12 JULY 2021	JRB

TITLE/PROJECT INFO:
REAPERS REALM
175 SHUFFLER RD.
CHINA GROVE, NC 28023

DRAWING NAME:
PROPOSED SITE PLAN
SCALE: 1" = 150'-0"

SHEET NO.
1



NOTE
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REMAINING PROPERTIES, AREAS, AND STRUCTURES REPRODUCED FROM ROWAN COUNTY GIS. ORIGINAL PAPER SIZE: 11" X 17"

PROPOSED REZONING TO CBI (CD)

PRINCIPLE STRUCTURE SETBACK	
FRONT:	50 FT.
SIDE STREET:	50 FT.
SIDE YARD:	50 FT.
REAR YARD:	50 FT.

ACCESSORY STRUCTURE SETBACK	
ANY RIGHT OF WAY:	50 FT.
SIDE AND REAR YARD:	10FT.

SF = SINGLE FAMILY V = VACANT

NORTH CAROLINA
PROFESSIONAL
SEAL
33882
ENGINEER
JAMES R. BASINGER
PRELIMINARY
NOT FOR
CONSTRUCTION

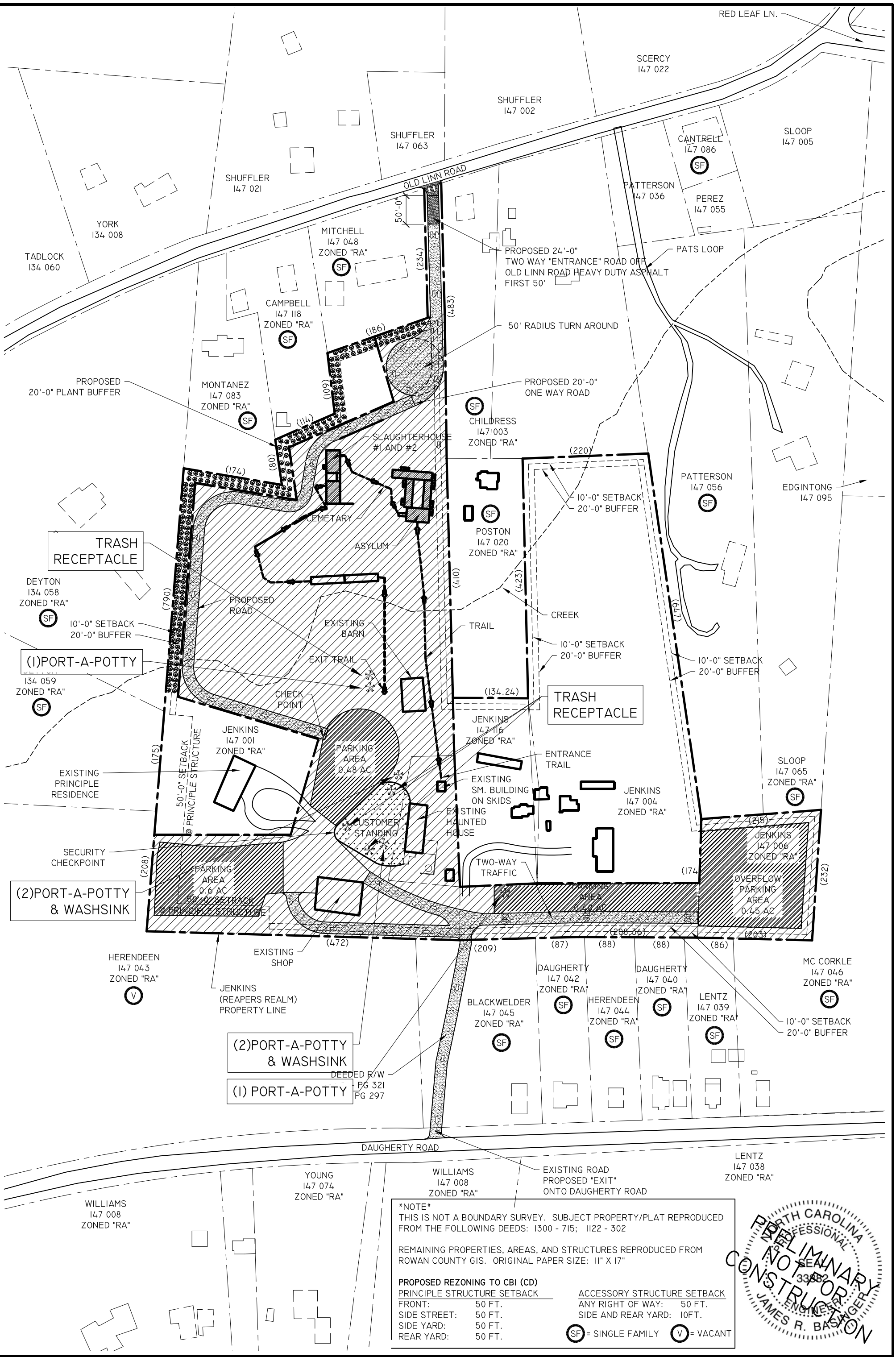
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engineering | design | consulting
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CONSULTING ENGINEER
545 PLEASANT VILLAGE LANE
CHINA GROVE, N.C. 28023
704.973.9413 (fax)
704.796.1445 (mobile)

PROJECT NO.	DATE	DRAWN BY:
21003	12 JULY 2021	JRB

TITLE/PROJECT INFO:
REAPERS REALM
175 SHUFFLER RD.
CHINA GROVE, NC 28023

DRAWING NAME:
PROPOSED SECURITY & TRAFFIC CONTROL
SCALE: 1" = 150'-0"

SHEET NO.
2



NOTE
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REMAINING PROPERTIES, AREAS, AND STRUCTURES REPRODUCED FROM ROWAN COUNTY GIS. ORIGINAL PAPER SIZE: 11" X 17"

PROPOSED REZONING TO CBI (CD)

PRINCIPLE STRUCTURE SETBACK	
FRONT:	50 FT.
SIDE STREET:	50 FT.
SIDE YARD:	50 FT.
REAR YARD:	50 FT.

ACCESSORY STRUCTURE SETBACK	
ANY RIGHT OF WAY:	50 FT.
SIDE AND REAR YARD:	10FT.

SF = SINGLE FAMILY V = VACANT

NORTH CAROLINA
PROFESSIONAL
SEAL
33882
ENGINEER
JAMES R. BASINGER
PRELIMINARY
NOT FOR
CONSTRUCTION

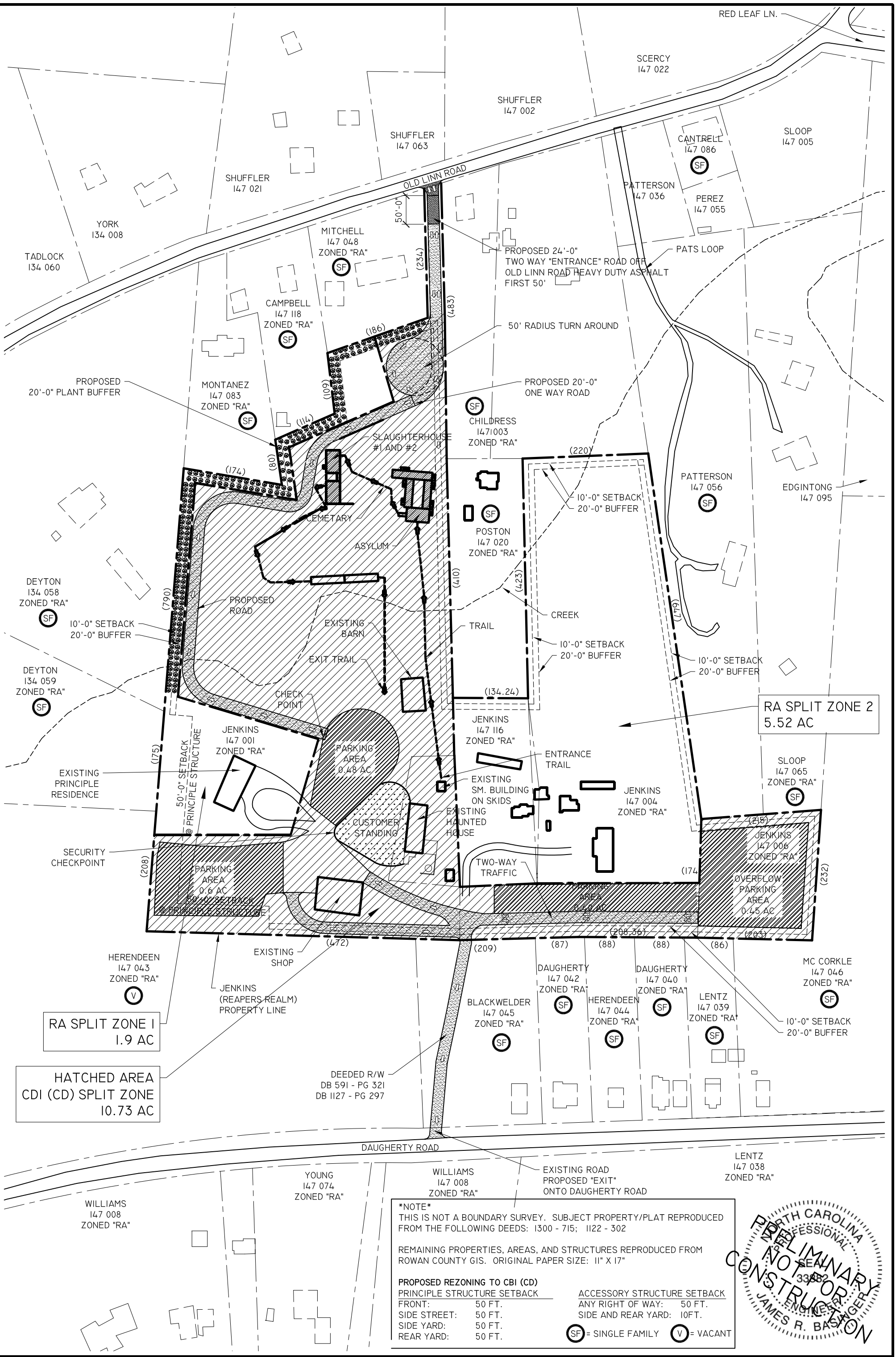
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CONSULTING ENGINEER
545 PLEASANT VILLAGE LANE
CHINA GROVE, N.C. 28023
704.973.9413 (fax)
704.796.1445 (mobile)

PROJECT NO. 21003
DATE 12 JULY 2021
DRAWN BY: JRB

TITLE/PROJECT INFO:
REAPERS REALM
175 SHUFFLER RD.
CHINA GROVE, NC 28023

DRAWING NAME:
PROPOSED ONSITE FACILITIES
SCALE: 1" = 150'-0"

SHEET NO. 3



NOTE
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REMAINING PROPERTIES, AREAS, AND STRUCTURES REPRODUCED FROM ROWAN COUNTY GIS. ORIGINAL PAPER SIZE: 11" X 17"

PROPOSED REZONING TO CBI (CD)

PRINCIPLE STRUCTURE SETBACK	
FRONT:	50 FT.
SIDE STREET:	50 FT.
SIDE YARD:	50 FT.
REAR YARD:	50 FT.

ACCESSORY STRUCTURE SETBACK	
ANY RIGHT OF WAY:	50 FT.
SIDE AND REAR YARD:	10FT.

SF = SINGLE FAMILY V = VACANT

NORTH CAROLINA PROFESSIONAL SEAL 33882 ENGINEER JAMES R. BASINGER
PRELIMINARY NOT FOR CONSTRUCTION

Basinger Design Co.
JAMES R. BASINGER, PE
CONSULTING ENGINEER
545 PLEASANT VILLAGE LANE
CHINA GROVE, N.C. 28023
704.973.9413 (fax)
704.796.1445 (mobile)
engineering | design | consulting

PROJECT NO. 21003
DATE 12 JULY 2021
DRAWN BY: JRB

TITLE/PROJECT INFO:
REAPERS REALM
175 SHUFFLER RD.
CHINA GROVE, NC 28023

DRAWING NAME:
PROPOSED SITE PLAN WITH SPLIT ZONE
SCALE: 1" = 150'-0"

SHEET NO. 4

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:	Kelly Natoli, Assistant County Manager/HR Director
DATE:	07-26-21
SUBJECT:	Contract Between the Health Department and Rowan-Salisbury School System

---

Attached please find a contract between the Health Department and Rowan-Salisbury School Systsm to provide school nursing services.

Please approve the attached contract.

ATTACHMENTS:

Description	Upload Date	Type
Contract	7/26/2021	Backup Material

Contract # 22051
Vendor # 2729
$100,000

ROWAN COUNTY
NORTH CAROLINA
Be an original.

ROWAN COUNTY CONTRACT MEMORANDUM

TO:	**Aaron Church, Rowan County Manager**
FROM:	**Alyssa Harris**
DEPT:	**Health Department**
DATE:	**July 13, 2021**
SUBJECT:	**Rowan-Salisbury School System – Contract**

PURPOSE OF CONTRACT:
The Rowan County Health Department is contracting with the Rowan-Salisbury School System to provide school nursing (SNFI) services.

CONTRACT CERTIFICATION

By submitting this memorandum, I agree that I have:
1. Read and understand the terms of the contract.
2. To the best of my knowledge the terms, amount and activities surrounding this contract are compliant with North Carolina General Statutes, the Rowan County Purchasing Policy and any applicable regulations.
3. I have secured and attached in MUNIS the Certificate of Insurance.

Alyssa Harris
Signature of ~~Interim~~ Director

07/13/2021
DATE

ROWAN COUNTY
PUBLIC HEALTH
Prevent. Promote. Protect.
Be an original.

Contract for School Health Nursing Services
Between the
County of Rowan and Rowan-Salisbury School System
June 1, 2021 - May 31, 2022

This agreement between the Rowan County Health Department, hereinafter referred to as the "Department", and the Rowan-Salisbury School System (sub-contractor), hereinafter referred to as the "School", is entered into for the purpose of providing school nursing (SNFI) services to the students of the Rowan-Salisbury School System.

Whereas: Both the Department and the School mutually agree that the purpose of providing school nursing services is to promote the optimal health and well-being, and readiness to learn of all students in Rowan-Salisbury Schools; and,

Whereas: Both the Department and the School mutually agree that the long-term purpose of these funds is to provide full-time nursing services to each school in the system; and,

Whereas: Both the Department and the School mutually agree that the School Nurse Funding Initiative (SNFI) is a useful step toward the goal of having a nurse to student ratio that is consistent with the national standard, and improves access to basic health services for all students served; and

Whereas: Both the Department and the School mutually agree to continue to provide school nursing services as specified in the annually developed Contract between Rowan County Health Department and Rowan-Salisbury School System.

THEREFORE: In consideration of the following mutual covenants/conditions and any sums to be paid, the Department and the School agree as follows:

The Department agrees:

1. To provide funds not to exceed $100,000 to the sub-contractor for the purpose of supporting two nationally certified school nurse(s) or registered nurse(s) working toward school nursing certification for the 2021-2022 school year.
2. To pay funds monthly upon submission of an invoice that specifies personnel and other allowable costs and the Department shall pay the sub-contractor within thirty (30) days of receipt of the invoice. Any adjustments to the invoice shall be taken into account in the succeeding invoice or soon thereafter.
3. To assure payment for funds is used only for personnel costs (salary and fringe) and continuing education costs up to $750 per SNFI position.
4. To participate in the Rowan-Salisbury School Health Advisory Council.
5. To collaborate with the School to include the School Health Nurses in emergency/disaster preparedness trainings, and to include information on the school health nurse role in a public health emergency and sheltering situation.
6. To collaborate with the School in providing communicable disease control and prevention measures in the school system. This will include immunization events in an effort to have all

students meet the Department of Public Health requirements for childhood vaccinations.

The Sub-Contractor agrees:

1. To provide a detailed budget to the Division of Public Health Regional School Health Nursing Consultant, Lucy Heffelfinger, by September 1, 2021.
2. To utilize funds not to exceed $100,000 for the purpose of supporting two nationally certified school nurse(s) or registered nurse(s) working toward school nurse certification for the 2021-2022 school year. This certification must be completed no later than three years after employment as a school nurse. The School will submit a certification plan within 30 days of hire and will update the plan at least twice annually until the nurse is certified.
3. To complete, sign, and submit an annual written Work Plan to assure the provision of identified basic health services.
4. To provide direct nursing services to students within one or more schools following the scope of work in Attachment II.
5. To submit an invoice to the Department monthly that specifies personnel and other allowable costs for the period.
6. To provide adequate space, computer equipment, supplies and travel reimbursement for the designated position through other funds at the same level as provided to other school nurses supported by the Department or the Sub-Contractor.
7. To inform the Division of Public Health Regional School Health Nursing Consultant of the employment of the nurses, and in the event of termination, whether voluntary or involuntary, and the date of termination within 4 working days of such action.
8. To maintain documentation that each nurse employed under this contract is and remains current in his/her licensure as a Registered Nurse in good standing with the North Carolina Board of Nursing.
9. To provide supervision of the SNFI nurses according to the Division of Public Health Regional School Health Nursing Consultant.
10. To assume the full responsibility for negligence of its employees that provide nursing services under the terms of this contract for the contract positions, and for all nurses employed directly by the Sub-Contractor, but functioning under the direction of this contract.
11. To only use funds for salary, fringe, and to support continuing education and required school nurse training.
12. To assure that these funds will not supplant existing funds supporting school nurse positions.
13. To assure that the SNFI nursing positions will be allowed to assist the Department for local public health emergencies during state FY 2021-2022. The school health nurses may be called upon anytime to help the Department in a public health emergency which may include, but is not limited to, outbreak investigations, staffing mass dispensing or immunization clinics , providing disaster relief, sheltering, or other incidents that may arise.
14. To assure that services are provided in accordance with standards established by the North Carolina Nurse Practice Act and the NC Board of Nursing.
15. To assure that services are provided in a culturally sensitive manner.
16. To assure that services are provided in adherence to federal law in relation to privacy of student records, following both HIPAA (Health Insurance Portability and Accountability Act) and FERPA (Family educational Rights and Privacy Act), as applicable. Where HIPPA and FERPA may appear to conflict, FERPA shall be followed in regards to records that become a part of the student's educational records.
17. To assure maintenance, storage, destruction, and archiving of student health records per FERPA and the NC Division of Cultural Resources, Records Retention and Disposition Schedule

This contract shall be in effect for the period June 1, 2021 through May 31, 2022 and is renewable annually thereafter. Either party may terminate this contract with or without cause upon 60 days written notice.

Alyssa Harris, Health Director
Rowan County Health Department

Date: 06/29/2021

Dr. Tony Watlington
Superintendent

Date: 6/28/2021

(This instrument has been pre-audited in the manner required by the Local Government Budget andFiscal Control Act)

Mr. James Howden
County Finance Officer

Date: _____

Ms. Carol Herndon
School Finance Officer

Date: 6/28/21

Attachment I

Assurances

(To be signed by the Superintendent of the Local Education Agency or other Sub-Contractor CEO)

Initials

Assure that these contracted funds **will** not be used to supplant existing federal, state, or local funds supporting school nurse positions. Communities **will** maintain current level of effort and funding for school nurses. TBH

Assure that school nurses will be allowed to participate in required trainings.

Attachment II
Scope of Work

Purpose:

The purpose of the contract is to improve the school nurse to student ratio in the School District in order to have a positive impact on improving children's health and their readiness to learn. Funds will be used to employ nationally certified school nurse(s) or registered nurse(s) working toward national certification to work full time in schools and enhance the local capacity to provide basic health services to students.

1. Employ two nationally certified school nurse(s) or registered nurse(s) working toward national certification, to work full time.
2. Submit an annual written work plan for each school nurse, no later than one month from hire date to the Division of Public Health Regional School Health Nursing Consultant.
   a. The plan shall address delivery of basic health services, including activities, strategies and goals, within, but not limited to, the following areas:
      i. Preventing and responding to communicable disease outbreaks;
      ii. Developing and implementing plans for emergency medical assistance for students and staff;
      iii. Supervising specialized clinical services and associated health teaching for students with chronic conditions and other special health needs;
      iv. Administering, delegating where appropriate, and providing oversight and evaluation of medication administration and associated health teaching for other school staff who provide this service;
      v. Providing or arranging for routine health assessments, such as vision, hearing, or dental screening, and follow-up of referrals; and
      vi. Assuring that federal and state mandated health related activities are completed, which includes but is not limited to: Kindergarten Health Assessments, Immunization Status Report, blood-borne pathogen control plan (OSHA) requirements, services under Section 504, Individuals with Disabilities Education Act, Healthy Active Children (GCS-S-000) requirements for School Health Advisory Councils, and other mandated laws, rules and regulations pertaining to school health.
   b. As required by HB 200 SL 2011-145 Section 10.22 (b): School nurses funded by SNFI do not assist in any instructional or administrative duties associated with a school's curriculum and do perform all of the following with respect to school health programs:
      i. Serve as coordinator of the health services program and provide nursing care;
      ii. Provide health education to students, staff, and parents;
      iii. Identify health and safety concerns in the school environment and promote a nurturing school environment;
      iv. Support healthy food services programs;
      v. Promote healthy physical education, sports policies, and practices;
      vi. Provide health counseling, assess mental health needs, provide interventions, and refer students to appropriate school staff or community agencies;
      vii. Promote community involvement in assuring a healthy school and serve as school liaison to a health advisory committee;
      viii. Provide health education and counseling and promote healthy activities and a healthy environment for school staff;
      ix. Be available to assist the county health department during a public health emergency.
   c. The plan shall also outline the steps the nurse(s) will take toward completing degree and certification requirements, if not already certified, no later than three years from the date of employment as a school nurse in North Carolina.

3. Submit a mid-year review of progress toward achieving goals in the work plan, scheduled by January 31, 2022 (if hired at start of school year) or by a date to be determined by the DPH regional school nurse consultant, if hired at a date different from start of school year.
4. Submit an annual report to the DPH Regional School Health Nursing Consultant that addresses the overall progress toward meeting the work plan outcomes, related, but not limited to, the health service areas listed above. Any information regarding strengths, challenges and the accomplishments of the position will also be reviewed. The report form for the annual report of data will be provided by the DPH Regional School Health Nursing Consultant to the sub-contractor in September of each school year. The link to the online report will be provided by the Regional School Health Nurse Consultant to each SNFI nurse in the spring. The report is due from each individual SNFI nurse no later than a week after the end of the school year; prior to resignation if not working the full school year; or upon a date to be determined with the DPH Regional School Health Nursing Consultant.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Finance Department
DATE: July 20, 2021
SUBJECT: Budget Amendments

Please review attached budget amendments.

Please approve attached budget amendments.

ATTACHMENTS:

Description	Upload Date	Type
Budget Amendments	7/23/2021	Budget Amendment

#77

ROWAN COUNTY

MENTAL REQUEST FOR BUDGET ACTION

TO: Finance Department

FROM: Health Department

EXPLANATION IN DETAIL:

To increase revenue & expense accounts per awarded funds for FY22.

Prepared by: Karla Aldridge

Date: 7/9/2021

Reviewed:

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
HEALTHY ROWAN GRANT	R	1145240-464099-52429	171,296	
SALARIES: REGULAR	E	1155240-510005-52429	52,000	
HEALTH INSURANCE	E	1155240-520005-52429	10,920	
MEDICARE	E	1155240-520010-52429	716	
RETIREMENT	E	1155240-520015-52429	4,416	
SOCIAL SECURITY	E	1155240-520020-52429	3,040	
WORKERS COMP	E	1155240-520025-52429	396	
401 (K)	E	1155240-520030-52429	1,472	
CONTRACTED SERVICES	E	1155240-533001-52429	62,400	
ADVERTISING	E	1155240-554000-52429	4,363	
PRINTING	E	1155240-555000-52429	1,310	
TRAVEL	E	1155240-558000-52429	2,326	
TRAINING	E	1155240-559000-52429	1,330	
OFFICE SUPPLIES	E	1155240-561005-52429	2,500	
MEETING/TRAINING FOOD	E	1155240-582005-52429	2,100	
NON CASH/GRANT AWARDS	E	1155240-583053-52429	22,007	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved:	Budget Revision # 01-077
Disapproved:		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: 07/09/2021		Date:	Posted by:
Signature: Alyssa Harris JMH		Signature:	Approved by:

NOVANT HEALTH

Rowan Medical Center Foundation

130 Mocksville Avenue
Salisbury, NC 28144

July 21, 2021

Rowan County Public Health
Financial Services Department
1811 E. Innes Street
Salisbury, NC 28146

To whom it may concern:

This letter serves as confirmation that the Novant Health Rowan Medical Center (NHRMC) Foundation serves as the fiscal agent for the Healthy Rowan coalition. The Healthy Rowan coalition has received a three-year grant from The Duke Endowment totaling $450,000 covering expenses incurred from January 1, 2019 – December 21, 2022. The grant is currently in year two of three. The grant award agreement is attached for reference.

As of July 15, 2021, the NHRMC Foundation received a total of $300,000 from The Duke Endowment for this grant program. The Healthy Rowan team spent/encumbranced $106,377 in expenses, leaving a balance of $193,623 available to spend by December 31, 2021. The budget variance report through July 15, 2021 is attached for reference.

The budget line items and total expenses in the attached budget variance report have been approved by Improvement Partners and The Duke Endowment. The Healthy Rowan manager should submit any changes or modifications to the budget line items to the Novant Health grants office, should any incur. The Novant Health grants manager and director will share reallocation requests with The Duke Endowment for approval.

Please contact either myself (bcanavan@novanthealth.org; 614-425-3578) or the Novant Health corporate grants manager, Kerri Borys (kpolce@novanthealth.org; 301-943-5513) with any additional questions or requests for information.

Thank you for your ongoing partnership and support to make this program a success.

Sincerely,

Brian Canavan, MBA
Chief Philanthropy Officer

Alyssa Harris, MPH
Interim Health Director

Main Telephone: (704) 216-8777
FAX: (704) 216-7991

ROWAN COUNTY PUBLIC HEALTH
Prevent. Promote. Protect.
Be an original.

Rowan County Health Department
1811 East Innes Street – Salisbury, NC 28146-6030

July 21, 2021

Memo

From: Alyssa Harris, Public Health Director

To: Finance Department

The requested BA is to increase the revenue and expense accounts due to awarded funding through Healthy Rowan, The Duke Endowment Grant. The grant totals $450,000 covering expenses incurred from January 1, 2019 through December 21, 2022. The total awarded funds so far are $300,000. Of the $300,000, $106,377 has been spent, leaving a balance of $193,623. Of the $193,623, $171,296 is allocated for Rowan County. The remaining $22,327 is allocated for Novant Health Rowan Medical Center. Please reference the attached variance letter and variance report.

Kind Regards,

Alyssa Harris

Alyssa Harris, Public Health Director

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ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL: To recognize reserved funds from FY 2021 for Environmental Management. Reserved funds represent money received by a Department for a restricted purpose. The funds that have not been spent by year-end are budgeted for expenditures in the new fiscal year.

Prepared by: Lisa Bevis
Date: 07/14/21

BUDGET INFORMATION: Reviewed:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
Fund Balance Restricted	R	6144730-495010	67,649	
E-Waste Management	E	6154730-585013	67,649	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved:	Budget Revision # 01-249
Disapproved:		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: 7/19/21		Date:	Posted by:
Signature: J. Howden		Signature:	Approved by:

ROWAN COUNTY

TMENTAL REQUEST FOR BUDGET ACTION

TO: Finance Department

FROM: Health Department

EXPLANATION IN DETAIL:

To increase revenue & expense accounts per awarded funds from Delta Dental Grant.

Prepared by: Karla Aldridge

Date: 7/21/2021

Reviewed:

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
DELTA DENTAL GRANT	R	11452286-464099-52411	5,000	
CLIENT CARE	E	1155228-561044-52411	5,000	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved:	Budget Revision # 01-333
Disapproved:		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: 07/21/2021		Date:	Posted by:
Signature: Alyson Harris		Signature:	Approved by:

JMH

Aldridge, Karla L

From: Avery, Vera E
Sent: Wednesday, July 21, 2021 9:02 AM
To: Aldridge, Karla L
Subject: FW: Smiles for Kids - Great News!

From: Delta Dental Foundation <ddf@deltadentalmi.com>
Sent: Friday, February 12, 2021 12:38 PM
To: Avery, Vera E <Vera.Avery@rowancountync.gov>
Subject: Smiles for Kids - Great News!

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report suspicious emails by clicking the "**Report Phish**" button.

DELTA DENTAL FOUNDATION

Dear Ms. Avery,

Congratulations!

On behalf of the Delta Dental Foundation (DDF), an affiliate of Michigan, Ohio, Indiana and North Carolina, I am pleased to inform you that your grant request has been approved in the amount of $5,000. For all grants awarded by the DDF, we are requiring a signed grant agreement prior to fund disbursement. A separate email will follow within the next week from

DocuSign for signature. A check will be mailed to your attention in the coming weeks following acceptance and signature.

In an effort to measure the impact that the DDF grants are having on the communities we serve, you will be asked to complete a short funding report later in 2021. The reporting form can be accessed online at northcarolina.deltadental.com/giving-back/. The information you provide will help the DDF to become more strategic in our giving efforts.

We received a large number of proposals again this year and were extremely impressed with the quality and scope of your proposal. We commend your dedication to the improvement of oral health and are very proud to support your efforts through our Smiles for Kids Grant program.

If you have any questions at any time, please do not hesitate to contact us at ddf@deltadentalmi.com.

Sincerely,

Kim Garland

Manager, Delta Dental Foundation

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DocuSign Envelope ID: 1185BCCD-331D-4D76-A921-5223B8ACEC21

DELTA DENTAL FOUNDATION

GRANT AGREEMENT

This Grant Agreement ("Agreement") is made as of February 12, 2021 ("the "Effective Date"), and entered by and between Delta Dental Foundation, with its principal place of business at 4100 Okemos Road, Okemos, Michigan 48864, (hereinafter referred to as "DDF"), and Rowan County Department of Public Health with its principal place of business at 1811 East Innes Street, Salisbury, NC 28146 (hereinafter referred to as "Grantee") (collectively the "Parties").

WHEREAS, Grantee has submitted a proposal to DDF received on December 15, 2020 (the "Proposal") to fund the Rowan County Smile Center Prenatal Oral Healthcare Program described therein (the "Project"); and

WHEREAS, DDF agrees to make a grant to Grantee for $5,000.00 to fund the Project, subject to the terms and conditions set forth herein (the "Grant").

NOW, THEREFORE, the Parties agree to as follows:

1. **Scope of Project**. Grantee shall perform the Project as set forth in the Proposal, a copy which is provided as Attachment A and which is incorporated by reference herein. Any variations in the Project or the use of Grant funds from that described in the Proposal requires the advance express written approval of DDF.

2. **Project Period**. The Project has been approved for a period of 12 months beginning July 1, 2021 and ending on June 30, 2022 (the "Project Period").

Should Grantee desire to extend the duration of the Project Period, Grantee shall submit a written request to DDF no later than sixty (60) days prior to the Project Period end date. If DDF approves the extension, the Parties shall execute an amendment to this Agreement. An extension of the Project Period will not result in an increase in funding.

3. **Expenditures.** All expenditures of Grant funds by Grantee must be spent within the Project Period and must be consistent with the project budget as set forth in the Proposal (the "Project Budget") and as approved by DDF, a copy of which is attached hereto as Attachment B.

Any deviation from the Project Budget, such as under-spending or over spending Grant funds requires prior written approval of DDF and may require an amendment to this Agreement, at the discretion of DDF. Deviations from the Project Budget are not authorized retroactively.

4. **Records and Reports**. Grantee agrees to keep a record of all receipts and expenditures relating to this Grant and to provide DDF with a written report summarizing the Project promptly following the end of the Project Period during which Grantee is to use all Grant funds and said report must be provided within a year of the end of the Project Period. DDF may also require interim reports. Grantee reports should describe the progress in achieving the purposes of the Grant and include a detailed financial report and project status reports along with any other information reasonably requested by DDF in a format acceptable to DDF. If Grantee's organization obtains any audited financial statements covering any part of the Project Period of this Grant, please provide a copy to DDF as well. Grantee further agrees to fill out and return the general grant reporting form along with attachments Grantee is required to keep the financial records with respect to this Grant, along with copies of any reports submitted to DDF, for at least four (4) years following the end of the Project Period.

Grantee agrees to fill out and return the general grant reporting form along with attachments as needed within one year of the end of the Project Period. A copy of the report is enclosed and also available online at https://northcarolina.deltadental.com/giving-back/.

5. **Disbursement Schedule**. DDF will disburse Grant funds according to the following schedule, contingent on receipt and approval of financial and project status reports:

Amount	On or About
$5,000.00	July 2021

DDF, in its sole discretion, reserves the right to alter the above disbursement schedule at any time and to impose such conditions upon disbursements as it may, in its discretion, deem necessary.

6. **DDF Right to Review and Evaluate**. DDF shall have the right to review and conduct an evaluation of the Project funded by this Grant, which may include one or more visits from DDF personnel to observe the Project, discuss the Project with Grantee's personnel and review financial and other non-patient records and materials connected with the activities funded by this Grant. All financial and other non-patient records relating to the Project shall be made available at Grantee's regular place of business for inspection by DDF, or its designated representative, at reasonable times. Grantee will receive notice of DDF's review findings and shall, at the discretion of DDF, be given an opportunity to correct any non-compliance issues. If Grantee fails to correct any non-compliance issues within the time period specified by DDF, DDF may terminate this Agreement as set forth in Section 13 of this Agreement.

7. **Title to Property Acquired with Grant Funds**. Title to all tangible personal property, fixtures or equipment purchased with DDF funds ("Grant Funded Property"), shall be vested in Grantee. However, DDF shall have a purchase money security interest in the Grant Funded Property until the general grant report has been accepted by DDF. Grant Funded Property must be used for carrying out the Project as set forth in the Proposal.

8. **Intellectual Property**. Grantee owns any intellectual property it produces within the scope of this Grant. Grantee agrees that all original material produced pursuant to this Grant will be made available to DDF under a perpetual, irrevocable, royalty-free, nonexclusive, worldwide license to DDF. Grantee assumes the burden and expense of clearing all third-party rights associated with such material, including but not limited to copyrights, trademarks, and rights of privacy and publicity.

9. **DDF's Right to Return of Funds or Property**. Any DDF funds not used by Grantee for the purposes of the Project as approved in the Project Budget remain the property of DDF and shall be promptly returned to DDF at the conclusion of the Project Period. Any DDF funds misused by Grantee shall be repaid to DDF. If Grantee fails to repay any portion of the Grant due, DDF may take possession of the Grant Funded Property. Nothing contained in this paragraph shall limit or prevent DDF from taking legal action to seek repayment of unexpended Grant funds or Grant funds which were not applied in accordance with the terms of this Agreement.

10. **Publicity**. Grantee agrees that DDF may include information about the Grant award for the Project, including the name of the Grantee, a description of the Project and the amount of the Grant on DDF's website and in reports, press releases, documents, presentations, studies, tax returns and other public disclosures. All materials, reports, press releases, documents, presentations, studies, etc., that are generated by the Grantee in connection with the Project shall need to be submitted to DDF for review with a minimum of 15 (fifteen) business days prior to date of submission for publication and shall make reference to Delta Dental Foundation and include DDF's name and logo as supplied by DDF.

11. **Use of Project Results**. If Grantee desires to publish the results of this Project, DDF shall have a minimum of 15 business days to review and comment upon the document before submission for publication. DDF shall have a perpetual, irrevocable, royalty-free, nonexclusive, worldwide license to make, use, reproduce, distribute, display or make derivative works of all or any portion of the project results by any and all means and in any medium or format, now known or later developed.

12. **Releases**. Grantee agrees that he/she shall execute all of the necessary Authorization Waiver and Release form(s) provided by Delta Dental Foundation for any and all organizations or individuals whose images will be used as part of the Project.

13. **Termination**. DDF may, in its sole discretion, immediately terminate this Agreement upon written notice to the Grantee. In the event this Agreement is terminated pursuant to this paragraph, DDF shall have no obligation to make any contributions to the Grantee following the effective date of the termination.

14. **Compliance with Laws**. In carrying out the Project, Grantee will comply with all applicable laws, regulations and rules and will not infringe, misappropriate, or violate the intellectual property, privacy, or publicity rights of any third party.

15. **Indemnification**. To the maximum extent permitted by law, Grantee agrees to indemnify and hold DDF and all of its officers, board members and employees harmless from and against all liability, damage or expense (including reasonable attorney's fees) which we may incur as a result of the Grantee's acts or omissions, or those of any of the Grantees employees, consultants, contractors or agents, in connection with the program or any breach by the Grantee of this Agreement.

16. **Authority and Validity**. Each individual executing this Agreement on behalf of Grantee warrants that he has full power and authority to execute this Agreement on behalf of such organization. Grantee further warrants that this Agreement constitutes the valid and binding obligation of Grantee, enforceable in accordance with its terms.

17. **Nondiscrimination**. Grantee affirms that Grantee will not discriminate on the basis of race, color, sex, religion, national origin, age, disability, sexual orientation, gender identity or veteran status either in its employment practices or in its policies and procedures concerning access to services.

18. **No Guarantee of Future Funding**. Allocation of this Grant does not imply any future funding commitment by DDF.

19. **Entire Agreement**. This Grant Agreement and all attachments constitute the entire Agreement between the Parties regarding the Project and supersede all previous related understandings or written form and must be signed by an authorized representative of both DDF and Grantee.

20. **Amendment**. Unless otherwise permitted herein, any alteration in the terms of this Agreement must be in written form and must be signed by an authorized representative of both DDF and Grantee.

21. **Applicable Laws**. The provisions of this Agreement shall be construed and enforced according to the laws of the State of Michigan. Any lawsuit, action or proceeding resulting from, or related to this Agreement, shall be commenced in a court of competent jurisdiction located in Ingham County, Michigan.

22. **Assignment**. Grantee may not assign or delegate obligations under this Agreement, either in whole or in part, without DDF's prior written consent.

23. **No Agency**. The Grantee is solely responsible for all activities supported by the Grant. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship. The Grantee shall not represent itself as an agent of DDF for any purpose, and no authority to bind DDF in any manner whatsoever.

24. **Survival.** Each party's obligations under Section 4. Records and Reports, Section 10. Publicity, Section 11. Use of Project Results, Section 12. Releases, and Section 15. Indemnification shall survive the expiration or termination of this Agreement and shall remain in full force and effect.

25. **Counterparts and Electronic Signatures**. Except as may be prohibited by applicable law or regulation, this Agreement and any amendment may be signed in counterparts, by facsimile, PDF, or other electronic means, each of which will be deemed an original and all of which when taken together will constitute one agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

Rowan County Department of Public Health

By (signature): DocuSigned by: Alyssa Harris C294708202A247F... Title: Interim Health Director

Print Name: Alyssa Harris Date: Feb 20, 2021 | 1:24 AM EST

Delta Dental Foundation

By (signature) DocuSigned by: Holli Seabury AB48DFF78AD845E... Title: Executive Director

Print Name: Holli Seabury Date: Feb 20, 2021 | 10:57 AM EST

ROWAN COUNTY

TMENTAL REQUEST FOR BUDGET ACTION

TO: Finance Department

FROM: Health Department

EXPLANATION IN DETAIL:

To increase revenue & expense accounts per awarded funds from ~~Delta Dental Grant~~ COVID-19 AA716.

Prepared by: Karla Aldridge

Date: 7/21/2021

BUDGET INFORMATION: Reviewed:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
COVID AA716	R	1145110-431300-20030	427,187	
SALARIES: REGULAR	E	1155110-510005-20030	75,000	
SALARIES: OVERTIME	E	1155110-510010-20030	5,000	
HEALTH INSURANCE	E	1155110-520005-20030	10,920	
MEDICARE TAX	E	1155110-520010-20030	1,200	
RETIREMENT	E	1155110-520015-20030	7,500	
SOCIAL SECURITY	E	1155110-520020-20030	4,500	
WORKERS COMP	E	1155110-520025-20030	2,500	
401 (K)	E	1155110-520030-20030	2,500	
CONTRACTED SERVICES	E	1155110-533001-20030	125,000	
F/A: OTHER	E	1155110-576900-20030	23,000	
ADVERTISING	E	1155110-554000-20030	50,000	
PRINTING	E	1155110-555000-20030	5,000	
TRAVEL	E	1155110-558000-20030	5,000	
TRAINING	E	1155110-559000-20030	5,000	
OFFICE SUPPLIES	E	1155110-561005-20030	5,067	
MEDICAL SUPPLIES	e	1155110-561045-20030	75,000	
OTHER SMALL EQUIPMENT	E	1155110-561095-20030	25,000	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved:	Budget Revision # 01-338
Disapproved:		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: 07/21/2021		Date:	Posted by:
Signature: Alyssa Harris AMH		Signature:	Approved by:

Division of Public Health
Agreement Addendum
FY 21-22

Rowan County Public Health **Local Health Department Legal Name**	Women's and Children's Health Section / Immunization Branch **DPH Section / Branch Name**
716 CDC COVID-19 Vaccination Program **Activity Number and Description**	Richard Carney, 919-707-5554 richard.carney@dhhs.nc.gov **DPH Program Contact** (name, phone number, and email)
06/01/2021 – 05/31/2022 **Service Period**	**DPH Program Signature** **Date** (only required for a negotiable agreement addendum)
07/01/2021 – 06/30/2022 **Payment Period**	

☒ **Original Agreement Addendum**
☐ **Agreement Addendum Revision #** ___

I. **Background:**

As part of the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (P.L. 116-260) and the American Rescue Plan Act of 2021 (P.L. 117-2), North Carolina received supplemental funding to assist the local health departments with coronavirus vaccine activities to support broad-based distribution, access, and vaccine coverage. Specifically, this supplement funding will be used to ensure greater equity and access to the COVID-19 vaccine by those disproportionately affected by COVID-19.

Local health departments are to focus on the work of removing barriers and expanding their COVID-19 vaccination programs. The maintenance of on-site, satellite, temporary or off-site COVID-19 vaccination clinics must adhere to cold-chain procedures in accordance with the vaccine manufacturer's instructions and CDC's guidance on COVID-19 vaccine storage and handling. Priority must be given to activities focused on the hard-to-reach, high-risk, underserved populations and increasing vaccine confidence to increase community vaccine coverage. Vaccine hesitancy is a complex matter that involves various factors, such as confidence, complacency, and convenience.

II. **Purpose:**

The Local Health Department (LHD) is to continue activities that focus on removing the barriers to accessing vaccine, increasing vaccine confidence, coordinating COVID-19 vaccine services, and expanding its COVID-19 vaccination program, with an emphasis on reaching high-risk and underserved populations, including racial and ethnic minorities, and all others disproportionately affected by COVID-19.

Alyna Harris — 07/21/2021

Health Director Signature (use blue ink) — Date

Local Health Department to complete: (If follow-up information is needed by DPH)	LHD program contact name:	Meredith Litteh
	Phone number with area code:	704-216-8846
	Email address:	meredith.litteh@rowancountync.gov

Signature on this page signifies you have read and accepted all pages of this document. Revised July 2019

To reduce the spread of the SARS-CoV-2 virus and its variants, and bring an end to this pandemic, we need to vaccinate as many people as possible, as soon as possible. Planning and response require close collaboration among public and private sector partners, public health emergency response and emergency management, healthcare organizations, and healthcare industry groups within the community. A key component is community sustainability so that the LHD is prepared for a possible COVID-19 booster vaccination program and is prepared to implement influenza vaccination both seasonally and as part of pandemic preparedness.

III. **Scope of Work and Deliverables:**

The LHD shall:

1. Vaccinate eligible populations according to the CDC COVID-19 Vaccination Program Provider Agreement.
2. Ensure designated staff are trained on:
    a. COVID-19 vaccine management
    b. storage and handling procedures
    c. vaccine preparation
    d. administration
    e. proper procedures for facilitating vaccine transfers between providers, and
    f. reporting requirements as required by NC DHHS/DPH and the CDC
3. Identify community vaccination providers (e.g., pharmacies, occupational health settings, doctors' offices) to combine efforts and implement strategies to vaccinate eligible populations with a focus on vaccine hesitant populations.
4. Conduct vaccination clinics that are open to the public. These clinics may be provisionally located at walk-through sites (churches, community centers, outdoor tents) or other settings such as mobile, curbside, or drive-through sites.
5. Ensure safe implementation of on-site, satellite, temporary, off-site, or other alternative vaccination clinics. Follow CDC guidance for planning vaccination clinics that includes clinical considerations such as social distancing, responding to medical emergencies, vaccine storage, handling, administration, and documentation (https://www.cdc.gov/vaccines/hcp/admin/mass-clinic-activities/). Large-scale clinics, such as those held in arenas or stadiums require added logistical and technical considerations. Partners may need to be engaged to accomplish aspects of the local plan, such as National Guard, local law enforcement, local emergency management, local hospitals, and pharmacies.
6. Adjust clinic plans to accommodate a variety of scenarios due to vaccine hesitancy and no-show rates. Vaccine hesitancy includes many factors such as a lack of vaccine confidence, complacency about the virus, and the inconvenience of obtaining a vaccine. Focus activities to establish and build trust among hard-to-reach, high-risk, and underserved populations.
7. Educate the public and community at large on the benefits of receiving the COVID-19 vaccine and disseminate standardized information to the public and providers within the LHD's county or district. Foster trust in conversations with the public to address specific topics on vaccine hesitancy. Enhance existing community partnerships to assist in vaccination promotion. These partnerships may include a variety of community and faith-based organizations to reach hesitant at-risk populations, such as churches, barber shops, community health centers, refugee serving organizations, homeless shelters, jails/prisons, factories such as meat processing plants, other essential businesses, and migrant farms.

8. Estimate the resources needed to support COVID-19 vaccine administration and outreach activities and hire or reassign staff additional personnel to support these functions.
9. Procure supplies for the vaccination clinics, as needed. Examples of supplies to obtain include those items necessary to protect both staff and patients from COVID-19, such as:
    a. hand sanitizer with at least 60% alcohol for hand hygiene
    b. clinic sanitizing wipes and cleaning tools to allow for frequent cleaning of the clinic area
    c. mask/face coverings for patients who do not have a mask
    d. signage, tape, ropes, and cones for clinic workflow to encourage physical distancing and efficient one-way flow through the vaccination process
    e. thermometers for checking each patient's temperature before entering the clinic
10. Store vaccine in proper vaccine storage equipment (e.g., refrigerators, freezers, portable storage units), and use CDC-approved digital data loggers for temperature monitoring of vaccine storage and handling units used for COVID-19 vaccine.
11. Follow relevant CDC vaccine transport requirements to prepare COVID-19 vaccines for transport from the LHD to off-site clinics. COVID-19 vaccine products are temperature-sensitive and must be stored and handled correctly to ensure efficacy and maximize shelf life. Proper storage and handling practices are critical to minimize vaccine loss and limit the risk of administering COVID-19 vaccine with reduced effectiveness.
12. Follow CDC's and COVID-19 vaccine manufacturer's cold chain storage and handling requirements.
13. **Complete Attachments A and B with the signed Agreement Addendum:**
    a. Attachment A
    Budget Statement for the FY 2021-2022 Planned Use of Federal COVID-19 Vaccination Funds. It should list the expected expenses by category, including the dollar amount and a brief justification. This Budget Statement is <u>not</u> required if the LHD is not receiving funds under this Agreement Addendum.
    b. Attachment B
    Services Statement for the FY 2021-2022 Planned Use of Federal COVID-19 Vaccination Funds. It should:
        1) Explain, in detail, how this funding will be used to develop and implement local solutions to plan and implement on-site, satellite, temporary, or off-site vaccination COVID-19 vaccination clinics. If the LHD is not receiving funds under this Agreement Addendum, the LHD shall write "No funds received under this Agreement Addendum" for its response to Attachment B's item 1.
        2) Include information on how the LHD implements its COVID-19 immunization services within the community.
        3) State how the COVID-19 vaccination services are adapted both to include those populations at an increased risk of complications from COVID-19. Examples include:
            a) Mobile vaccine clinics that travel to hard-to-reach communities and alternative locations to provide vaccines
            b) Drive-through or curbside vaccination clinics
            c) Pop-up clinics at various community settings, such as COVID-19 testing sites, school nutrition sites, construction sites, migrant farm worksites, processing plants, churches, parking lots

d) Immunization clinics to reach jails, homeless shelters, or other community organizations.

4) Include a description of enhanced outreach activities for the hard-to-reach, high-risk, underserved populations, increasing vaccine confidence and how community partners are to be included in the outreach.

IV. **Performance Measures/Reporting Requirements:**

1. Report vaccine administration data on all vaccine recipients via the CVMS or other designated system as directed by the CDC COVID-19 Vaccination Program Agreement.
2. Track and report COVID-19 vaccine transfers and vaccine wastage/spoilage occurrences according to the NC DHHS/DPH guidelines.
3. Ensure designated staff receive training on COVID-19 vaccine administration, management, inventory, and reporting requirements as required by CDC and NC DHHS/DPH.
4. The LHD shall complete a **Monthly Financial Report** each month via the Smartsheet dashboard. These monthly financial reports will report on the prior month, with the due dates posted on the Smartsheet dashboard. The first financial report is to report for June 2021 and is due by July 22, 2021. Monthly Financial Reports are **not** required if the LHD is not receiving funds under this Agreement Addendum.
5. The LHD shall complete a **Program Report** each quarter via the Smartsheet dashboard. These quarterly program reports will report on the prior quarter, with the due dates posted on the Smartsheet dashboard. The first program report is to report for April – June 2021 and is due by July 22, 2021. The quarterly periods for these program reports are defined as:
    - April – June 2021 *
    - July – September 2021
    - October – December 2021
    - January – March 2022

**April and May 2021 data are from services provided under the Agreement Addendum for state fiscal year 2021.*

V. **Performance Monitoring and Quality Assurance:**

1. The Immunization Branch will monitor this Activity through review of reports, vaccine immunization data, and reporting data in CVMS or other designated reporting mechanism. Technical consultation to support LHDs in meeting these objectives will be provided as needed.
2. The Immunization Branch will monitor the LHD via either an in-person visit or a virtual visit.
3. If a CAP is needed, the LHD program monitor shall make every effort to work with the LHD on strategies to resolve issues and follow corrective action plans. If the plans are not followed and the LHD remains out of compliance after intervention and resources from DPH, the Agreement Addendum may be terminated, or funding may be reduced.

VI. **Funding Guidelines or Restrictions:**

1. Requirements for pass-through entities: In compliance with *2 CFR §200.331 – Requirements for pass-through entities*, the Division of Public Health provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda.
    a. Definition: A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.

b. Frequency: Supplements will be generated as the Division of Public Health receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the Local Health Department even if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.

2. The LHD must submit its planned expenditures by completing the Attachment A, Budget Statement, which is to include the dollar amount and a budget justification statement for each budget category. This Budget Statement is **not** required if the LHD is not receiving funds under this Agreement Addendum.

FY22 Activity: 716 CDC COVID-19 Vaccination Program **Supplement 2**

Supplement reason: ☒ In AA+BE or AA+BE Rev –OR– ☐ –

CFDA #: 93.268	Fed awd date: 1/15/21	Is award R&D? no	FAIN: NH23IP922624	Total amount of fed awd: $ 94768784

CFDA name: 93.268 Immunization Cooperative Agreements

Fed award project description: CDC-RFA-IP19-1901 Immunization and Vaccines for Children Grant Amendment Supplement Action:

Fed awarding agency: DHHS, Centers for Disease Control and Prevention

Federal award Indirect cost rate: n/a % %

Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity
Alamance	965194483	0	0
Albemarle	130537822	679040	754040
Alexander	030495105	166	166
Anson	847163029	107201	107201
Appalachian	780131541	133019	133019
Beaufort	091567776	135648	135648
Bladen	084171628	138853	138853
Brunswick	091571349	167874	167874
Buncombe	879203560	590477	665477
Burke	883321205	170237	170237
Cabarrus	143408289	488994	488994
Caldwell	948113402	231599	231599
Carteret	058735804	109386	109386
Caswell	077846053	69041	69041
Catawba	083677138	111988	186988
Chatham	131356607	74628	74628
Cherokee	130705072	19900	19900
Clay	145058231	60363	60363
Cleveland	879924850	82905	82905
Columbus	040040016	138952	138952
Craven	091564294	64257	64257
Cumberland	123914376	0	75000
Dare	082358631	0	0
Davidson	077839744	467436	467436
Davie	076526651	70794	70794
Duplin	095124798	72574	72574
Durham	088564075	733355	808355
Edgecombe	093125375	0	0
Foothills	782359004	121950	121950
Forsyth	105316439	1017889	1092889
Franklin	084168632	14069	14069
Gaston	071062186	508854	508854
Graham	020952383	1170	1170
Granville-Vance	063347626	340819	415819
Greene	091564591	100910	100910
Guilford	071563613	814665	814665
Halifax	014305957	0	0
Harnett	091565986	259538	259538
Haywood	070620232	56807	56807
Henderson	085021470	122061	197061
Hoke	091563643	88124	88124
Hyde	832526243	83094	83094
Iredell	074504507	452200	452200
Jackson	019728518	143537	143537
Johnston	097599104	226867	226867
Jones	095116935	61133	61133
Lee	067439703	156124	156124
Lenoir	042789748	213215	213215
Lincoln	086869336	143184	143184
Macon	070626825	154089	154089
Madison	831052873	88587	88587
MTW	087204173	73866	73866
Mecklenburg	074498353	2237476	2237476
Montgomery	025384603	99095	99095
Moore	050988146	83270	83270
Nash	050425677	261075	261075
New Hanover	040029563	0	0
Northampton	097594477	29644	29644
Onslow	172663270	482308	482308
Orange	139209659	0	0
Pamlico	097600456	42292	42292
Pender	100955413	0	0
Person	091563718	0	0
Pitt	080889694	240254	240254
Polk	079067930	15160	15160
Randolph	027873132	14013	14013
Richmond	070621339	165757	165757
Robeson	082367871	0	0
Rockingham	077847143	518	518
Rowan	074494014	427187	427187
Sampson	825573975	103169	103169
Scotland	091564146	101708	101708
Stanly	131060829	0	0
Stokes	085442705	143558	143558
Surry	077821858	420	420
Swain	146437553	106378	106378
Toe River	113345201	340316	340316
Transylvania	030494215	91325	91325
Union	079051637	392234	392234
Wake	019625961	209385	284385
Warren	030239953	0	0
Wayne	040036170	98158	98158
Wilkes	067439950	225222	225222
Wilson	075585695	91640	91640
Yadkin	089910624	165493	165493

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL: To recognize reserved funds from FY 2021 for the Library. Reserved funds represent money received by a Department for a restricted purpose. The funds that have not been spent by year-end are budgeted for expenditure in the new fiscal year.

Prepared by: Lisa Bevis
Date: 07/21/21

BUDGET INFORMATION: Reviewed: _____

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
Appropriated FB - Restricted	R	1146115-495010	29,913	
Memorial/Gift Expense	E	1156115-582035	25,753	
F/A: Furniture & Equipment	E	1156115-576030	4,160	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved: _____	Budget Revision # 01-340
Disapproved: _____		Disapproved: _____	Date Posted: _____
Amended: _____		Amended: _____	Group Number: _____
Date: 7/22/21		Date: _____	Posted by: _____
Signature: J. Howden		Signature:	Approved by: _____

ROWAN COUNTY

TMENTAL REQUEST FOR BUDGET ACTION

TO: Finance Department

FROM: Health Department

EXPLANATION IN DETAIL: To disperse awarded funding received from the Cardinal Innovation Grant for the PORT program.

Prepared by: Karla Aldridge

Date: 7/21/2021

Reviewed:

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
PORT-CARDINAL INNOVATIONS GRANT	R	1145270-464061-52431	60,000	
CONTRACTED SERVICES	E	1155270-533001-52431	25,000	
MEDICAL SUPPLIES	E	1155270-561045-52431	20,000	
TRAVEL	E	1155270-558000-52431	5,000	
ADVERTISING	E	1155270-554000-52431	10,000	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved:	Budget Revision # 01-342
Disapproved:		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: 07/22/21		Date:	Posted by:
Signature: Alyssa Harris JMH		Signature:	Approved by:

Dear Alyssa,

The Cardinal Innovations leadership team recently reviewed our next class of reinvestments and I am delighted to share that we will be moving forward with $60,000 toward your proposal. Cardinal Innovations is pleased to be partnering with Rowan County Health Department for this important work.

Grant award process can take 2-4 weeks from receipt of financial forms. A final project report must be submitted to Cardinal Innovations Healthcare within 6 months and within one year of approval. If the program, project or equipment runs under budget, Cardinal Innovations Healthcare must be notified, and any remaining funds must be transferred back within the 364-day deadline.

We ask that you send along a few things that will help us expedite payment:

1. A current W-9
2. An invoice for the amount of the Community Reinvestment grant
3. Bank information for an electronic fund transfer (EFT)
4. New vendor form (attached)

You can send them directly to me at kevonna.martin@cardinalinnovations.org.

Thank you! We look forward to working with you.

Sincerely,

Kevonna Martin, Community Marketing Lead

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: ROWAN COUNTY BOARD OF COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL: To appropriate fund balance and expenditures for expenditures approved in FY 2021 for Environmental Management

BUDGET INFORMATION:

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
Appropriated Fund Bal. - Unrestricted	R	6144720-495000	215,300	
C/A - Landfill Cell	E	6154720-574011	215,300	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved:	Budget Revision # 01-343
Disapproved:		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: 7/23/21		Date:	Posted by:
Signature: J. Howden		Signature:	Approved by:

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: ROWAN COUNTY BOARD OF COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL: To appropriate fund balance and expenditures for several fiscal year 2021 General Fund encumbrances

BUDGET INFORMATION:

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
Appropriated Fund Bal. - Unrestricted	R	1143390-495000	347,253	
Contracted Services	E	1154135-533001	15,000	
Other Small Equipment	E	33018-310-561095-100	11,448	
C/A - West Branch Library	E	1154112-573021	36,496	
C/A - Technology	E	1154529-575010	39,290	
C/A - Vehicles	E	1154520-575035	196,831	
DOT CTP Capital Grant	R	1144520-434119	172,147	
COVID HAVA Expenditures	E	1154170-575000-20013	204,473	
Consulting Services	E	1154112-532017	15,862	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ✓		Approved:	Budget Revision # 01-349
Disapproved:		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: 7/23/21		Date:	Posted by:
Signature: J. Howde		Signature:	Approved by:

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:	Carolyn Barger, Clerk to the Board
DATE:	July 20, 2021
SUBJECT:	Consider Approval of Board Appointments

ATTACHMENTS:

Description	Upload Date	Type
August Board Appointments	7/29/2021	Cover Memo

MONTHLY BOARD APPOINTMENTS
August 2, 2021
COMMISSION MEETING

AIRPORT ADVISORY BOARD

There are two (2) vacant seats on this Board. The first seat is for a member of the ***Business Community***; the second seat is for a ***Pilot***. The term for both seats will be for three (3) years and expire on July 31, 2024.

The following applications were received:

1. John R. Muth (Occupation listed: Flight Training and Standard; Employer AA)
2. Garry Dale Perry (Occupation listed: Corporate Pilot for Retail Business Services)
3. William Edward Lucey (Occupation listed: Manager, WEL Aviation, LLC)
4. James Javurek (Occupation listed: Captain with American Airlines)

ENOCHVILLE VOLUNTEER FIRE DEPARTMENT FIRE COMMISSIONERS

Debra Currie, Kevin Joines and Mitchel Rousey applied for reappointment. If approved, their terms would be for two (2) years and expire August 31, 2023.

LIBERTY VOLUNTEER FIRE DEPARTMENT FIRE COMMISSIONERS

Timothy Shaver, Mark Stiller and Alan King applied for reappointment. Their terms would be for two (2) years, expiring June 30, 2023.

NURSING HOME ADVISORY COMMITTEE

Ashley Bell has completed the required training for this Committee and is now eligible for appointment. If approved, the term would expire December 31, 2023.

TOURISM DEVELOPMENT AUTHORITY

John Ketner and Michelle Patterson have applied for reappointment. Their terms would be for two (2) years and expire August 31, 2023.

CITY OF SALISBURY REQUEST FOR ETJ APPOINTMENT

The City requested the County appoint an ETJ representative to its joint Planning Board/Board of Adjustment. The City has one (1) vacant ETJ seat and to date, no one has applied to fill this seat.

Overall, the County currently has approximately 60 vacancies on various advisory boards.

MR John R Muth

Rowan County | Generated 7/19/2021 @ 8:37 am by OnBoard2 - Powered by ClerkBase

Status

Name	MR John R Muth
Application Date	7/19/2021
Expiration Date	7/19/2023
Board Member	John R Muth
Status	Validated

Board	Vacancies	Status
Airport Advisory Board	0	Pending

Basic Information

Name
MR John R Muth

Business/Civic Experience and why you feel you are qualified for this appointment:
member of BAB Ketner school of business. Catawba College JIAB Mathematics &Computer Sciences, Citadel and College of Charleston
Involved with multiple aspect Aviation since 1975

Have you ever been convicted of a felony?
no

County of Residence
Rowan

Contact Information

Address
107 Stratford Pl
107 Stratford Place
Salisbury, NC 28144

Resident
Yes

Phone
7046361333

Cell Phone
7042676975

Email
John.muth@usaquilam.com

Occupation

Employer
AA

Occupation
Flight Training and Standard

Gender

What is your gender?

- Male

Garry Dale Perry

Rowan County | Generated 7/12/2021 @ 3:16 pm by OnBoard2 - Powered by ClerkBase

Status

Name	Garry Dale Perry
Application Date	7/12/2021
Expiration Date	7/12/2023
Board Member	**Garry Dale Perry**
Status	Validated

Board	Vacancies	Status
Airport Advisory Board	0	Pending

Basic Information

Name
Garry Dale Perry

Resume File
View / Download

Business/Civic Experience and why you feel you are qualified for this appointment:
I have been continuously employed by the Army National Guard and Retail Business Services in a professional aviation career in Rowan County at the Mid-Carolina Regional Airport for over thirty-two years. I have the unique perspective of being a tenant and continuous user both professionally and personally of the Mid-Carolina Regional Airport for over three decades. My latest and current military assignment is as an Aviation Safety Officer at the Army Aviation Support Facility on National Guard Road. My full time career is with Retail Business Services as a corporate pilot a current tenant, 400 Airport Road, Salisbury, NC 28147.

I have a fully life time invested interest in the efficient, effective management and promotion of the Mid-Carolina Regional Airport for now and in the future. I will provide the board with the unique blended military and civilian aviation perspective with an emphasis subject matter as a certified Aviation Safety Officer trained at the Army Aviation Safety Center, Fort Rucker, Alabama and current corporate tenant as a corporate pilot with Retail Business Services.

Have you ever been convicted of a felony?
no

County of Residence
Rowan

Contact Information

Address
3003 Sides Road
Rockwell, NC 28138

Resident
Yes

Phone
704-804-0818

Cell Phone
704-804-0818

Email
cw2av8tor@yahoo.com

Occupation

Employer
Retail Business Services

Occupation
Corporate Pilot

Gender

What is your gender?

- Male

Garry Perry

Corporate Pilot
Salisbury, NC 28146

cw2av8tor@yahoo.com
(704) 804-0818

Career professional pilot FLIGHT TIME Total Flight Time 6000 PIC 3000 SIC 2042 Instructor 1425 Airplane Multi-Engine 1520 Airplane Single-Engine 151 Jet 300 Helicopter 3695 Instrument 256 NVG/NVS 501.8 Night 220 Combat 1100 RATINGS AND CERTIFICATES COMMERCIAL PILOT - Rotorcraft-Helicopter, Airplane Multi-Engine Land, Airplane Single Engine Land, Instrument Helicopter and Airplane CERTIFIED FLIGHT INSTRUCTOR - Instrument Flight Examiner TYPE RATING - SA227 (C-26), 560XL (Citation XLS+) SECRET Security Clearance
Authorized to work in the US for any employer

Work Experience;

Corporate Pilot, Citation XLS+ RETAIL BUSINESS SERVICES - Salisbury, NC
January 2019 to Present
Pilot in command in the Citation XLS+. Providing exceptional corporate aviation service to the executives and employees of all the Ahold Delhaize USA companies. Providing corporate aviation service during day/night and varying adverse weather conditions throughout our corporate footprint globally.

C-26 METROLINER PILOTARMY AVIATION SUPPORT FACILITY - Morrisville, NC
March 2013 to Present
Pilot in command the C-26E Metroliner while providing Operational Support Airlift Command (OSACOM)airplane support during day/night and adverse weather conditions CONUS and OCONUS. Coordinate, Plan and execute supported army aviation fixed-wing missions throughout the US and the world based on OSACOM directives and the needs of the C-26 community including predominately VIP transport during peacetime and wartime.

UH-60 INSTRUCTOR PILOT/PIC/SICARMY AVIATION SUPPORT FACILITY - Salisbury, NC
December 2004 to Present
Administer Aircrew Training Program (ATP) as an Instructor Pilot for the U.S. Army. Train and evaluate pilots in all aspects of Army aviation, to include standards, military and civilian regulations, tactics, and techniques. Administer annual and no-notice instrument flight evaluations to assigned aircrew. Safely and efficiently provide all-weather, day/night transport of combat troops, VIPs, supplies, and equipment during garrison and combat operations. Conduct Air Assault, Sling Load, Bambi-Bucket, Fast Rope, Helicopter Aquatic Rescue Team (HART) missions with short notice. Provide coordination and oversight for assigned aircrew simulator period scheduling and training. Perform assigned duties as the facility Aviation Safety Officer (ASO).

ARMY SOLDIER
October 1989 to Present

Multiple assignments beginning as a computer repairer. Graduated from Army Flight School November1997. My primary aircraft assignments as a pilot have been the UH-1H Huey, UH-60L Blackhawk and the C-26E Metroliner.

POLICE OFFICER Salisbury, NC
January 1996 to December 2004
Proactively protect lives and property by patrolling assigned areas and responding to calls for service. Enforce state laws and local ordinances in accordance with subject matter and territorial jurisdiction of assignment. Investigate reports of criminal activity, domestic violence and traffic accidents through out the city of Salisbury. Report crimes, violations and incidents through the FBI/ IBR (incident based reporting) system. Apprehend, arrest and cite violators and violations as a part of crime prevention and detection efforts.

Education

High school or equivalent in U.S. ARMY PROFESSIONAL MILITARY EDUCATION
IN EMBRY RIDDLE UNIVERSITY - Salisbury, NC
2013

William Edward Lucey

Rowan County | Generated 7/7/2021 @ 3:30 pm by OnBoard2 - Powered by ClerkBase

Status

Name	William Edward Lucey
Application Date	7/7/2021
Expiration Date	7/7/2023
Board Member	William Edward Lucey
Status	Validated

Board	Vacancies	Status
Airport Advisory Board	0	Pending

Basic Information

Name
William Edward Lucey

Business/Civic Experience and why you feel you are qualified for this appointment:
As an FBO owner on the airport for more than twelve years I think it is important for airport businesses to have representation on the Board.

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
423 Laurel Valley Way
SALISBURY, NC 28144

Resident
Yes

Phone
7043101421

Email
BILL@AIRCRAFTPAINTING.COM

Occupation

Employer
WEL Aviation, LLC

Occupation
Manager

Gender

What is your gender?

- Male

James Javurek

Rowan County | Generated 7/8/2021 @ 9:14 am by OnBoard2 - Powered by ClerkBase

Status

Name	James Javurek
Application Date	3/4/2021
Expiration Date	3/4/2023
Board Member	James Javurek
Status	Validated

Board	Vacancies	Status
Airport Advisory Board	0	Pending

Basic Information

Name
James Javurek

Resume File
View / Download

Business/Civic Experience and why you feel you are qualified for this appointment:
Mid-Carolina Aviation

Have you ever been convicted of a felony?
NO

County of Residence
ROWAN

Contact Information

Address
3670 Airport Loop Road
Salisbury, NC 28147

Resident
Yes

Phone
7045167354

Email
jamie@flymcaviation.com

Occupation

Employer
American Airlines

Occupation
Captain, A320

Gender

What is your gender?
REDACTED

James Leslie Javurek

P.O. Box 1085
China Grove, NC 28023-1085
(Salisbury, NC residence)
jamie@10cclub.com
(704) 516-7354

PERSONAL DATA

Date of Birth: [redacted]
Family Status: [redacted]
Pilot Certificate #: [redacted]

Height: [redacted]
Weight:
FAA 1st Class: 09 JUL 2020

EMPLOYMENT AND FLIGHT EXPERIENCE

American Airlines, Inc.
5501 Josh Birmingham Pkwy
Charlotte, NC 28208

Captain, A319/A320/A321
March 1987 to October, 2022
LOSA Observer 2014

US Airways, Inc. (Piedmont Airlines)
4000 East Sky Harbor Blvd.
Phoenix, AZ 85034

Flight Engineer Line Check Instructor
June 1987 to December 1987

Southtec Aviation LLC
Glenn Lawler

March 2013 to February 2016
Diamond Aircraft Service and Repair
(Maintenance, as needed)

FLIGHT QUALIFICATIONS

Total Flight Time:	22,235 hours
PIC Time:	10,827 hours
A330 First Officer:	82 hours
A319/320/321 Captain:	4,735 hours
A319/320/321 First Officer:	404 hours
B757-200/B767-200 First Officer:	1,749 hours
737-3/400 Captain	385 hours
737-3/400 First Officer:	4,291 hours
DC-9 First Officer:	486 hours
F100 First Officer:	2,109 hours
B727-200 First Officer and Flight Engineer:	1,587 hours
FAR Part 135 and General Aviation:	5,655 hours
Tailwheel:	~110 hours
Helicopter-Reciprocating:	169 hours
Flight Instruction given, General Aviation	1311 hours

NO FAA VIOLATIONS

CERTIFICATES AND RATINGS

Airline Transport Pilot: Airplane Multiengine Land
Type ratings: A-319/320/321, A-330, ERJ-170/190, B-757/767, B-737, G-V/350/450/550 and SA-227
Commercial Privileges: ASMEL & ASES, Airplane/Helicopter Instrument, Glider
Certified Flight Instructor: ASMEL, Helicopter, Instrument Airplane and Helicopter
FAA Mechanic Airframe & Powerplant
Flight Engineer-Turbojet powered

BUSINESS OWNER

Mid-Carolina Aviation, Inc.
Flight School
3670 Airport Loop Road
Salisbury, NC. 28147-8921

January 2018 to Present

Race City Auto Parts, LLC
DBA Carquest Auto Parts
Kannapolis, NC

July 2009 to August 2011

EDUCATION

Embry-Riddle Aeronautical University
Daytona Beach, FL
September 1976 to August 1979

BS Aeronautical Science
Flight Management- minor

Keith Country Day School
Rockford, IL

High School Diploma
August 1971 to 1975

ADDENDUM

Helicopteres Guimbal Cabri G2 Maintenance School	20 May 2015
Diamond DA-20/DA-40/DA-42 Maintenance Schools	25 October 2013
Robinson Helicopter R-22/R-44/R-66 Maintenance School	22 February 2013
Robinson Helicopter Safety Course	29 June 2006
Current US Passport	Expires: 08 June 2020

EDUCATIONAL GOALS

Attend the Lycoming Piston Engine Service School and Disassembly/Assembly Course
Attend the Rolls Royce RR300 Engine maintenance course

ATTACHMENTS (as requested)

Passport
FAA 1st Class Medical
Airline Transport Certificate
Flight Instructor Certificates. CFI-A, CFI-IA, CFI-ME, CFI-H, CFI-IH
Mechanic Airframe and Power-plant Certificate
Flight Engineer – Turbojet Certificate
Robinson Pilot Safety Course Certificate
Robinson Factory Maintenance Training Course Certificate
Diamond DA20/DA-40 Maintenance Training Course Certificate
Diamond DA42NG/VI & Austro Engine AE-300 Maintenance Training Course Certificate
Helecopteres Guimbal Cabri G2 Maintenance Certificate

REFERENCES

Jeff Moore, Director of Flight-CLT, American Airlines, Inc.
Domingo Alfaro, Chief Pilot-MIA, American Airlines, Inc.
Roger Mason, FAA Air Carrier Inspector-MCO
David Frasier, FAA National Simulator Team-DFW

Debra McCorkle Currie

Rowan County | Generated 7/22/2021 @ 11:32 am by OnBoard2 - Powered by ClerkBase

Status

Name	Debra McCorkle Currie
Application Date	7/22/2021
Expiration Date	7/22/2023
Board Member	**Debra McCorkle Currie**
Status	Validated

Board	Vacancies	Status
Enochville Volunteer Fire Department Fire Commissioners	0	Pending

Basic Information

Name
Debra McCorkle Currie

Business/Civic Experience and why you feel you are qualified for this appointment:
I hope to help make the best decisions for the future of Enochville Fire Department as possible!!

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
9695 Unity Church Rd
Mooresville, NC 28115

Resident
Yes

Phone
704-857-9443

Cell Phone
704-699-3152

Email
dmcurrie2000@yahoo.com

Occupation

Occupation
Home childcare

Gender

What is your gender?

- Female

Kevin Joines

Rowan County | Generated 7/22/2021 @ 8:31 am by OnBoard2 - Powered by ClerkBase

Status

Name	Kevin Joines
Application Date	7/21/2021
Expiration Date	7/21/2023
Board Member	**Kevin Dwayne Joines**
Status	Validated

Board	Vacancies	Status
Enochville Volunteer Fire Department Fire Commissioners	0	Pending

Basic Information

Name
Kevin Joines

Business/Civic Experience and why you feel you are qualified for this appointment:
Currently a Fire Commissioner

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
8820 Wright Rd
Kannapolis, NC 28081

Resident
Yes

Phone
7047914377

Email
joinesk@yahoo.com

Occupation

Employer
Cabarrus County Schools

Occupation
HVAC tech

Gender

What is your gender?

- Male

Mitchel Wayne Rousey

Rowan County | Generated 7/28/2021 @ 4:55 pm by OnBoard2 - Powered by ClerkBase

Status

Name	Mitchel Wayne Rousey
Application Date	7/28/2021
Expiration Date	7/28/2023
Board Member	Mitchel Rousey
Status	Validated

Board	Vacancies	Status
Enochville Volunteer Fire Department Fire Commissioners	0	Pending

Basic Information

Name
Mitchel Wayne Rousey

Business/Civic Experience and why you feel you are qualified for this appointment:
I have been associated with Enochville Fire and Rescue for over 30 years and been living in Enochville for almost fifty years.

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
2825 Countryside Dr
Kannapolis, NC 28081

Resident
Yes

Phone
704 938 15053

Cell Phone
704 425 1609

Email
amrcamper@gmail.com

Occupation

Employer
Retired

Gender

What is your gender?

- Male

Timothy Shaver

Rowan County | Generated 7/26/2021 @ 5:05 pm by OnBoard2 - Powered by ClerkBase

Status

Name	Timothy Shaver
Application Date	7/26/2021
Expiration Date	7/26/2023
Board Member	Timothy Joe Shaver
Status	Validated

Board	Vacancies	Status
Liberty Volunteer Fire Department Fire Commissioners	3	Pending

Basic Information

Name
Timothy Shaver

Business/Civic Experience and why you feel you are qualified for this appointment:
I have 30 plus years with this fire department.

Have you ever been convicted of a felony?
no

County of Residence
Rowan

Contact Information

Address
960 Scout Rd.
Salisbury, NC 28146

Resident
Yes

Phone
7046364433

Cell Phone
7042022675

Email
timjshaver@gmail.com

Occupation

Gender

What is your gender?

- Male

Mark E. Stiller

Rowan County | Generated 7/27/2021 @ 8:23 am by OnBoard2 - Powered by ClerkBase

Status

Name	Mark E. Stiller
Application Date	7/27/2021
Expiration Date	7/27/2023
Board Member	Mark E Stiller
Status	Validated

Board (Rank)	Vacancies	Status
Liberty Volunteer Fire Department Fire Commissioners (1)	3	Pending
Locke Volunteer Fire Department Fire Commissioners (2)	2	Pending

Basic Information

Name
Mark E. Stiller

Business/Civic Experience and why you feel you are qualified for this appointment:
Local citizen

Have you ever been convicted of a felony?
no

County of Residence
Rowan

Contact Information

Address
355 Hill Farm Rd.
Gold Hill, NC 28071

Resident
Yes

Phone
7046363112

Cell Phone
7042025753

Email
mestiller@outlook.com

Occupation

Employer
Kepley Grading

Occupation
Heavy Equipment Operator

Gender

What is your gender?

- Male

Alan David King, Ed. D

Rowan County | Generated 7/26/2021 @ 5:08 pm by OnBoard2 - Powered by ClerkBase

Status

Name	Alan David King, Ed. D
Application Date	7/15/2021
Expiration Date	7/15/2023
Board Member	Alan David King
Status	Validated

Board	Vacancies	Status
Liberty Volunteer Fire Department Board of Trustees	0	Pending
Liberty Volunteer Fire Department Fire Commissioners	3	BoC Meeting

Basic Information

Name
Alan David King, Ed. D

Have you ever been convicted of a felony?
no

County of Residence
Rowan

Contact Information

Address
365 King Rd
Salisbury, NC 28146

Resident
Yes

Ward/District
Liberty

Phone
7042455379

Email
kingad55@windstream.net

Occupation

Employer
Retired Rowan Salisbury Schools / Farmer

Occupation
School Administrator

Gender

What is your gender?

- Male

Ashley Bell

Rowan County | Generated 7/27/2021 @ 11:29 am by OnBoard2 - Powered by ClerkBase

Status

Name	Ashley Bell
Application Date	12/9/2020
Expiration Date	12/9/2022
Board Member	**Ashley Bell**
Status	Validated

Board	Vacancies	Status
Nursing Home Advisory Committee	7	BoC Meeting

Basic Information

Name
Ashley Bell

Resume File
View / Download

Business/Civic Experience and why you feel you are qualified for this appointment:
With a rich background in nursing home care, I believe I would be a great community advocate and resource.

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
1020 Mainsail Rd
Salisbury, NC 28146

Resident
Yes

Phone
7046048701

Email
ashleybellnc@gmail.com

Occupation

Gender

What is your gender?

- Female

Mr. John Ketner

Rowan County | Generated 7/22/2021 @ 8:36 am by OnBoard2 - Powered by ClerkBase

Status

Name	Mr. John Ketner
Application Date	8/21/2019
Expiration Date	8/21/2021
Board Member	John Ketner
Status	Validated

Board	Vacancies	Status
Tourism Development Authority	1	Appointed

Basic Information

Name
Mr. John Ketner

Business/Civic Experience and why you feel you are qualified for this appointment:
I've been managing a commercial real estate and investment firm in Salisbury for approximately fifteen years. I previously worked for three commercial real estate firms in New York City.

While working in Salisbury, I've had the pleasure of serving on numerous boards and committees, including Waterworks Visual Art Center, Downtown Salisbury, Inc., and the Rowan County Tourism Development Authority.

I am always grateful for an opportunity to share my knowledge and experience to the extent it benefits our community.

I believe tourism continues to be an exciting opportunity for economic growth in Rowan County. I also believe my prior experience on the TDA board plus my private sector development experience would be relevant to the TDA's mission of bringing more people into the county for productive travel activities.

Have you ever been convicted of a felony?
No

County of Residence
Mecklenburg

Contact Information

Address
4346 Columbine Circle
Charlotte, NC 28211

Phone
7047989030

Email
john.ketner@rowaninvestment.com

Occupation

Employer
Rowan Investment Company, Inc.

Occupation
Real Estate Professional

Michelle Patterson

Rowan County | Generated 7/26/2021 @ 10:55 am by OnBoard2 - Powered by ClerkBase

Status

Name	Michelle Patterson
Application Date	7/23/2021
Expiration Date	7/23/2023
Board Member	**Michelle Patterson**
Status	Validated

Board	Vacancies	Status
Tourism Development Authority	1	Pending

Basic Information

Name
Michelle Patterson

Resume File
View / Download

Business/Civic Experience and why you feel you are qualified for this appointment:
Please see attached Resume.

I am passionate about promoting all the wonderful things to do and see in Rowan County.

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
10470 Caldwell Road
Mount Ulla, NC 28125

Resident
Yes

Phone
7042023234

Email
michelle@pattersonfarminc.com

Occupation

Employer
Patterson Farm, Inc.

Occupation
Manager-Patterson Farm Market & Tours, Inc.

Gender

What is your gender?

- Female

Barger, Carolyn M

From: Graham Corriher <graham.corriher@salisburync.gov>
Sent: Thursday, June 24, 2021 10:05 AM
To: Edds, Greg
Cc: Karen Alexander; Lane Bailey; Kelly Baker; Hannah Jacobson; Church, Aaron; Dees, Jay; Barger, Carolyn M
Subject: City Request for County to Appoint ETJ Seat
Attachments: City Request for County to Appoint ETJ Seat.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report suspicious emails by clicking the "**Report Phish**" button.

Dear Chairman Edds,

Please find attached a copy of a letter requesting that the Board of Commissioners appoint an ETJ representative to the City's joint Planning Board/Board of Adjustment. The City currently has one vacant ETJ seat.

Please contact me if you have any questions.

Thanks,

Graham

J. Graham Corriher
City Attorney

City of Salisbury 132 North Main Street, Salisbury, North Carolina 28144
Office: (704) 638-5309 Fax: (704) 638-8501
graham.corriher@salisburync.gov www.salisburync.gov

City of Salisbury
North Carolina

Office of the City Attorney

June 21, 2021

Via U.S and Electronic Mail
Hon. Greg Edds, *Chairman*
Rowan County Board of Commissioners
130 W. Innes Street
Salisbury, NC 28144
Greg.Edds@rowancountync.gov

RE: Request to Appoint Extraterritorial Representative to the City of Salisbury Planning Board/Board of Adjustment

Dear Chairman Edds:

Please accept this letter as the City of Salisbury's formal request that the Rowan County Board of Commissioners appoint an extraterritorial representative to the City's Planning Board/Board of Adjustment. There is one vacant extraterritorial seat on the combined board. Please find enclosed with this letter a Resolution adopted by the Salisbury City Council on June 15, 2021, requesting that the Board make this appointment. Pursuant to that resolution and G.S. § 160D-307, please make this appointment within 90 days of the date of the Resolution, which is September 13, 2021. In the absence of action by the County within the requisite time period, the City Council will make the appointment.

Thank you for your attention to this letter. Please contact me if you have any questions about this request. With kindest regards, I am,

Respectfully yours,

J. Graham Corriher
City Attorney

C: (via e-mail only)
Hon. Karen K. Alexander, *Mayor*
W. Lane Bailey, *City Manager*
Kelly Baker, *City Clerk*
Hannah Jacobson, *Planning Director*
Aaron Church, *County Manager*
John W. Dees, II, *County Attorney*
Carolyn Barger, *County Clerk*

132 North Main St. P.O. Box 479 Salisbury, N.C. 28145 Phone: (704) 638-5224 Fax: (704) 638-8501

RESOLUTION TO REQUEST THAT THE COUNTY OF ROWAN APPOINT A MEMBER TO THE CITY OF SALISBURY'S EXTRATERRITORIAL ZONING JURISDICTION

WHEREAS, the City of Salisbury ("City") exercises extraterritorial zoning authority outside of its corporate limits, within the City's extraterritorial jurisdiction ("ETJ"),

WHEREAS, pursuant to G.S. § 160D-307, the City provides for proportional representation in the ETJ on its Planning Board and Board of Adjustment;

WHEREAS, there are currently two ETJ seats, and one of those seats remains unfilled;

WHEREAS, the City would like to formally request that the Board of Commissioners for the County of Rowan exercise its authority and appoint an ETJ member within 90 days of the date of this Resolution.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The City Council of the City of Salisbury requests that the Board of Commissioners for County of Rowan exercise its authority under G.S. § 160D-307 to appoint a member to the now-vacant ETJ seat within 90 days of the adoption of this Resolution.

2. This Resolution shall become effective immediately upon its adoption.

Adopted this 15th day of June, 2021.

Karen K. Alexander, Mayor

ATTEST:

Kelly Baker, City Clerk

CITY OF SALISBURY SEAL NORTH CAROLINA

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:	Carolyn Barger, Clerk to the Board
DATE:	July 26, 2021
SUBJECT:	To Consider Approval of Closed Session Minutes

The Board is asked to enter into Closed Session in accordance with North Carolina General Statute 143-318.11(a)(1) to consider approval of the minutes of the Closed Session held on May 17, 2021.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:	County Manager Aaron Church
DATE:	July 26, 2021
SUBJECT:	For Attorney-Client Privileged Communication

The Board is asked to enter into Closed Session in accordance with North Carolina General Statute 143-318.11(a)(3) for attorney-client privileged communication to discuss the rent deferral program and to receive an update regarding the opioid litigation settlement.