BOARD OF COUNTY COMMISSIONER'S MEETING

Monday, August 2nd, 2021

224 Seminary Street

Kenansville, NC 28349

The Duplin County Board of Commissioners met at 6:00 p.m. on Monday, August 2nd, 2021 in the Commissioners Room located at 225 Seminary Street, Kenansville, NC.

Present: Commissioners: Dexter Edwards, Wayne Branch, and Kennedy Thompson.

Present via Phone: Commissioner Elwood Garner

Absent: Commissioner Jesse Dowe, III

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

Call to Order

The meeting was called to order by Chairman Edwards.

Invocation and Pledge of Allegiance

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

Approval of the Meeting Agenda

Chairman Edwards asked if the members of the Board approved of the proposed meeting agenda and if any member or the County Manager/Clerk to the Board wished to make any changes or additions to the agenda.

Motion was made by Commissioner Thompson, seconded by Commissioner Branch, carried unanimously to approve the August 2nd, 2021 meeting agenda.

Approval of the Minutes – Governing Body

Motion was made by Commissioner Branch, seconded by Commissioner Thompson, carried unanimously to approve the minutes of the July 19th, 2021 Board of Commissioners meeting.

CONSENT AGENDA

Approval of the Consent Agenda

Motion was made by Commissioner Thompson, seconded by Commissioner Branch, carried unanimously to approve consent agenda, which included the following: Budget Amendment Journal Entry Report; Tax and Solid Waste Releases- # 18550-18560.

ITEMS TO BE MADE PART OF MINUTES

Administrative Budget Amendment Journal Entry Report

REGULAR MEETING AGENDA

Public Comments

No Public Comments

End Public Comments

Mr. Derrel Whaley, Director of Solid Waste & Recycling, appeared before the Board to request the purchase of a tractor day cab truck. The engine blew up on a 2013 Volvo truck and Mr. Whaley advised that taking into consideration the cost to replace the engine, as well as the fact that the truck is over eight (8) years old and has in excess of 400,000 miles, he didn't believe it was in the County's best interest to repair the truck. Therefore, he requested that his department be allowed to purchase a 2022 Western Star 4700SF truck because it is a better use of Solid Waste Enterprise Funds and a worthwhile investment that would potentially outweigh the cost of maintenance on the original vehicle. County Manager/Clerk to the Board Davis H. Brinson advised the Board that according to the Finance Officer the approx. fund balance in the Solid Waste Enterprise fund was $549,063.52. At the end of FY20, the audited fund balance was $898,923. The rapid reduction in the fund balance was attributable to costly purchases of vehicles and equipment to replenish an aging fleet as well as repairs that have been made to the transfer station over the past couple of years. Mr. Brinson advised the Board that there was enough money in the fund balance to make the purchase and that it was both an justifiable and necessary expense. However, Mr. Brinson went on to caution the Board that due to the fact that the $90 solid waste household fee hadn't been adjusted in twenty-seven (27) years, we must seriously consider adjusting the fee as we develop next year's annual spending plan in order to prevent having to use monies from the general fund to support the Solid Waste Enterprise fund.

Motion was made by Commissioner Branch, seconded by Commissioner Thompson, carried unanimously to approve the request from the Duplin County Solid Waste Department to purchase a 2022 Western Star 4700SF Truck with funds from the Solid Waste Enterprise Fund's fund balance and to approve the associated budget amendment.

Mr. Davis Brinson, County Manager and Clerk to the Board appeared before the board to receive and discuss any road/highway concerns that the Board or members of the public wished to have addressed by NCDOT. Commissioner Branch voiced a concern in the Town of Rose Hill, regarding a sinkhole on the shoulder at the intersection of Maple and Ridge Streets. Commissioner Garner advised that there was a dip in the roadway coming on the bridge on J.B. Stroud Road (SR 1922) between J.B. Stroud, Jr.'s residence and Errol Quinn's residence that needs attention.

Ms. Melissa Kennedy, E-911 Addressing Project Coordinator, appeared before the Board to conduct a Public Hearing regarding a request to name a lane in the 400 block of Providence Church Road; Teachey, N.C.; Rockfish Township: Savage Family Lane, per a request of Joan S. Williams in accordance with the Duplin County Addressing and Road Naming Ordinance.

Motion was made by Commissioner Thompson, seconded by Commissioner Branch, carried unanimously to approve the request of Joan S. Williams to name a lane in the 400 block of Providence Church Road; Teachey, NC; Rockfish Township: Savage Family Lane, in accordance with the Duplin County Addressing and Road Naming Ordinance.

Ms. Melissa Kennedy, E-911 Addressing Project Coordinator, appeared before the Board to respectfully request that two (2) public hearings be scheduled on September 7th, 2021 regarding requests from Mr. Dwight Hill to name two (2) lanes in the 600 block of Kinsey Mill Road; Mt. Olive, N.C.; Wolfscrape Township: Randall Hill Lane and Montoria Lane, respectfully, in accordance with the Duplin County Addressing and Road Naming Ordinance.

Motion was made by Commissioner Thompson, seconded by Commissioner Branch, carried unanimously to approve the request that two (2) public hearings be scheduled on September 7th, 2021 to receive public comments on requests from Mr. Dwight Hill to name two (2) lanes in the 600 block of Kinsey Mill Road; Mt. Olive, NC; Wolfscrape Township: Randall Hill Lane and Montoria Lane, respectively in accordance with the Duplin County Addressing and Road Naming Ordinance.

Ms. Melissa Kennedy, E-911 Addressing, appeared before the Board to respectfully request that a public hearing be scheduled on September 7th, 2021 to receive public comments on a request from Mr. Melvin Bostic, Jr. to name a lane in the 1300 block of S. NC Hwy. 50; Magnolia, N.C.; Kenansville Township: Bostic Farm Lane, in accordance with the Duplin County Addressing and Road Naming Ordinance.

Motion was made by Commissioner Thompson, seconded by Commissioner Branch, carried unanimously to approve the request to schedule a public hearing on September 7th, 2021 to receive public comments on a request from Mr. Melvin Bostic, Jr. to name a lane in the 1300 block of S. NC Hwy. 50; Magnolia, N.C.; Kenansville Township: Bostic Farm Lane, in accordance with the Duplin County Addressing and Road Naming Ordinance.

Mr. Brandon McMahon, Emergency Medical Services (EMS) Director, appeared before the Board to respectfully request the approval of a contract with WellCare Health Plans, Inc. Effective July 1, 2021, approximately 63% of the NC Medicaid population will transition from Medicaid coverage to one (1) of five (5) prepaid health plans (PHP). The remaining population will continue to be billed to traditional Medicaid, with the largest of this group being dual eligible (Medicare Primary/Medicaid Secondary). Duplin County already has contracts in place with several other PHPs, therefore Duplin County EMS is requesting the Board to approve the participation agreement with WellCare Health Plans, Inc.

Motion was made by Commissioner Thompson, seconded by Commissioner Branch, carried unanimously to approve the agreement between Duplin County and WellCare Health Plans, Inc. per a request from Duplin County Emergency Medical Services.

Ms. Tracy Chestnutt, County Finance Officer, appeared before the Board to respectfully request the approval of the contract with Maximus US Services Inc. The County is required to file an annual cost allocation plan with the North Carolina Department of Health and Human Services. The County contracts with Maximus US Services, Inc. to complete the cost allocation plan. The contract is for three (3) years with a cost of $3,500.00 for each year of the contract.

Motion was made by Commissioner Thompson, seconded by Commissioner Branch, carried unanimously to approve the contract with Maximus US Services, Inc. and authorize the Finance Officer to execute the contract upon final approval from the County Attorney.

Ms. Tracy Chestnutt, County Finance Officer, appeared before the Board to make a presentation on the American Rescue Plan Act (ARPA). The County will receive $11,409,751 in ARPA funds as a result of the economic impact of the Coronavirus pandemic. The presentation contained general information for the public and provided potential ideas to the Board concerning the use of the funds. No action was required.

Ms. Elizabeth Stalls, County Planner, appeared before the Board to present the proposed revised Duplin County Transportation Committee Bylaws. The Duplin County Transportation Committee has recently reviewed and proposed revisions to its Bylaws in order to update the following items: 1.) Under "Permanent Voting Committee Members" - a.

Change "Mayor" to "Representative" so each municipality may appoint its own representative; b. Add a representative for the Duplin County Airport Commission; c. Add a representative for the Duplin County Transit Advisory Board: 2.) Remove "Permanent Non-Voting Committee Members" section because that roster is merged with "Permanent Voting Committee Members": 3.) Change "Appointed Voting Committee Members" from five (5) to three (3) persons: 4.) Include NCDOT staff as Ex-Officio/Non-Voting Committee Member: 5.) Change the Secretary from County Manager to County Planner: 6.) Remove the roles of Assistant Secretaries. The 2021 version of the Bylaws was adopted by the Duplin County Municipal Association on July 15, 2021.

Motion was made by Commissioner to adopt the 2021 version of the Duplin County Transportation Committee Bylaws as amended and to allow the Chairman to sign same.

Ms. Sarah Stroud, CEO of Eastpointe, appeared before the Board with an informational PowerPoint presentation titled "Eastpointe—Strengthening Our Communities" that addressed Eastpointe's current operations, Duplin County Investment highlights, provider network, and member service updates. No action was required.

Mr. Gary Rose, Tax Administrator, appeared before the Board to request the final sale of surplus property, Parcel # 12-E071, located at 817 Beasley's Mill Road; Magnolia, NC; Magnolia Township. A final bid was submitted on June 28, 2021 in the amount of $13,200.00 from Standard Rentals, LLC for this parcel of land Duplin County obtained through foreclosure on May 1, 2017. This bid is more than the original bid amount of $10,340.00. The current tax value for this parcel is $19,700.00. The Board may accept this final bid and authorize the county attorney to prepare a deed for the transfer of the property or they may reject the bid.

Motion as made by Commissioner Thompson, seconded by Commissioner Branch, carried unanimously to accept the bid from Standard Rentals, LLC in the amount of $13,200.00 for Parcel # 12-E071, located at 817 Beasley's Mill Road; Magnolia, NC; Magnolia Township and authorize the county attorney to prepare a deed for the transfer of the property to Standard Rentals, LLC.

Mr. Gary Rose, Tax Administrator, appeared before the Board to request the final sale of surplus property, Parcel # 01-702, located on Pine Street in the town of Warsaw; Warsaw Township. A final bid was submitted on June 28, 2021 in the amount of $6,800.00 from Latinos Properties, LLC for this parcel of land Duplin County obtained through foreclosure on August 5, 2019. This bid is more than the original bid amount of $2,769.00. The current tax value for this parcel is $8,900.00. The Board may accept this final bid and authorize the county attorney to prepare a deed for the transfer of the property or they may reject the bid.

Motion to accept the bid from Latinos Properties, LLC in the amount of $6,800.00 for Parcel # 01-702 located on Pine Street in the Town of Warsaw; Warsaw Township and authorize the county attorney to prepare a deed for the transfer of the property to Latinos Properties, LLC.

Mr. Gary Rose, Tax Administrator, appeared before the Board to request the sale of surplus property, Parcel # 01-E251 located at 113 East George Street in the Town of Warsaw, NC; Warsaw Township. A bid was submitted on July 26, 2021 in the amount of $4,000.00 from George Smith for this parcel of land Duplin County obtained through foreclosure on October 2, 2012. This bid is less than the original bid amount of $4,171.00. The current tax value for this parcel is $5,500.00. The Board may accept the bid and go through the process of selling this property as set forth in NCGS §160A-269 or they may reject the bid.

Motion was made by Commissioner Thompson, seconded by Commissioner Branch, carried unanimously to accept the bid from George Smith in the amount of $4,000.00 and

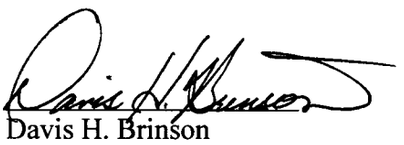
proceed with the sale of surplus property, Parcel # 01-E251 located at 113 East George Street in the Town of Warsaw, NC; Warsaw Township., pursuant to the Negotiated Offer, Advertisements and Upset Bids process set forth in NCGS § 160A-269.

Tracey Simmons-Kornegay, Health Director, appeared before the Board to give an update on the increasing rates of COVID-19 case in Duplin County as a result of the delta variant. She gave statistical and demographic information relevant to testing, cases, vaccinations, hospitalizations and deaths. No action was required.

Motion was made by Commissioner Thompson, seconded by Commissioner Branch, carried unanimously to go out of open session into closed session for legal matters pursuant to N.C.G.S. § 143-318.11(a)(3) and economic development pursuant to N.C.G.S. § 143-318.11(a)(4).

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

Motion was made by Commissioner Thompson, seconded by Commissioner Branch, carried unanimously to adjourn until Monday, August 16th at 6:00 p.m. for a Board of County Commissioners meeting in the Duplin County Administrative Building located at 224 Seminary Street, Kenansville, NC.



Davis H. Brinson
Clerk to the Board

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LN	ORG / ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION / LINE DESCRIPTION	ACCOUNT DESCRIPTION / EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2					SRC JNL-DESC ENTITY AMEND				
2022 02	3 08/03/2021				BUA 0802210 1 2				
1	4100 10-41-4100-0000-000-39969	39969		GENERAL FUND	FUND BALANCE 08/03/2021 Insurance proceeds	-2,935,171.20	-1,324.54	-2,936,495.74	
2	4310 10-43-4310-0000-000-43530	43530		Sheriff	REPAIRS VEHICLES 08/03/2021 Insurance proceeds	109,439.20	1,324.54	109,763.74	
					** JOURNAL TOTAL		0.00		
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2					SRC JNL-DESC ENTITY AMEND				
	02	4 08/03/2021			BUA 0802210 1 2				
	4260 10-41-4100-4260-000-43510	43510		Public Buildings	REPAIRS BUILDING AND GROUNDS 08/03/2021	136,599.00	-15,707.00	120,892.00	
2	4260 10-41-4100-4260-000-45100	45100		Public Buildings	CAPITAL OUTLAY 08/03/2021	94,800.00	15,707.00	110,507.00	
					** JOURNAL TOTAL		0.00		
YEAR-PER JOURNAL EFF-DATE REF 1 REF 2					SRC JNL-DESC ENTITY AMEND				
2022 02	5 08/03/2021				BUA 0802210 1 2				
1	4100 10-41-4100-0000-000-39969	39969		GENERAL FUND	FUND BALANCE 08/03/2021 Correct Aging budget	-2,935,171.20	-1,318.00	-2,936,489.20	
2	5951 10-50-5600-5951-000-41979	41979		NUTRITION	CATERER 08/03/2021 Correct Aging budget	143,078.00	1,318.00	144,396.00	
					** JOURNAL TOTAL		0.00		

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
2022 01 524 BUA 07/22/2021 07/22/2021 080221 chelsey.lanier 1 N Hist 2022

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	4110	43110					I TRAVEL		750.00	
2	4210	43110					T TRAVEL		50.00	
3	4110	44399					I BOCC Approved Donations	1,500.00		
							** JOURNAL TOTAL	0.00	0.00	

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
2022 01 564 BUA 07/26/2021 07/26/2021 080221 chelsey.lanier 1 N Hist 2022

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	5600	43110					I TRAVEL		1,330.00	
2	5600	42600					T OFFICE SUPPLIES	1,330.00		
							** JOURNAL TOTAL	0.00	0.00	
							** GRAND TOTAL	0.00	0.00	

2 Journals printed

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

CLERK: chelsey.lanier

YEAR PER JNL SRC ACCOUNT EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2022 2 3									
BUA 4100-39969					FUND BALANCE		5		1,324.54
08/03 2021	080221C				Insurance proceeds	T			
BUA 4310-43530					REPAIRS VEHICLES		5	1,324.54	
08/03/2021	080221C				Insurance proceeds	T			
					JOURNAL 2022/02/3 TOTAL			.00	00
2022 2 4									
BUA 4260-43510					REPAIRS BUILDING AND GROUNDS		5		15,707.00
08/03/2021	080221C					T			
BUA 4260-45100					CAPITAL OUTLAY		5	15,707.00	
08/03/2021	080221C					T			
					JOURNAL 2022/02/4 TOTAL			.00	00
2022 2 5									
BUA 4100-39969					FUND BALANCE		5		1,318.00
08/03/2021	080221C				Correct Aging budget	T			
BUA 5951-41978					CATEREP		5	1,318.00	
08/03 2021	080221C				Correct Aging budget	T			
					JOURNAL 2022/02/5 TOTAL			.00	.00

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

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

Melisa Brown <melisab@duplincountync.com>

To: Chelsey Lanier <chelsey.lanier@duplincountync.com>
Cc: Tracy Chestnutt <tracy.chestnutt@duplincountync.com>; Jamie Raynor <jamie.raynor@duplincountync.com>

Good Afternoon, Chelsey.

I just noticed an error on my part on the caterer entry I had a minus, where it should have been added.

5951-41978 - Caterer - Initial budget 143,737 (+659) = 144,396

Thanks,

DUPLIN COUNTY

MELISA S. BROWN
DIRECTOR, SERVICES FOR THE AGED
Phone 910.296 2140
Mail P O. BOX 928, 213 SEMINARY ST., KENANSVILLE, NC 28349
Email melisab@duplincountync.com

From: Melisa Brown
Sent: Monday, July 12, 2021 10:51 AM
To: Chelsey Lanier <chelsey.lanier@duplincountync.com>
Cc: Tracy Chestnutt <tracy.chestnutt@duplincountync.com>; Jamie Raynor <jamie.raynor@duplincountync.com>
Subject: Aging Adjustments - FY 21-22

Good Morning, Chelsey

I have received the confirmation on the allocations for Health Promotions & Family Caregiver. I will submit the request to Davis for the approval to sign off on DocuSign for the health promotion document for the upcoming meeting.

Have a great day.

MELISA S. BROWN
DIRECTOR, SERVICES FOR THE AGED

DUPLIN COUNTY

Services for the Aged
Post Office Box 928 - 213 Seminary Street - Kenansville, N C. 28349
Telephone 910-296 2140 - Fax 910-296-2142

Account Adjustments for Aging Department for FY 21-22

Account	Description	Listed in Budget Available	Correct Amount	Difference
5600-35622	C Contribution HB Meals - Revenue	-4,889	-1,000	-3,889
5600-35623	County Fund S5921 Revenue	-4,789	-4,889	+100
5600-35632	Family Caregiver Revenue	-13,580	-13,050	-530
5600-40121	Salaries	237,256	236,425	-831
5600-40181	Social Security	18,150	18,087	-63
5600 40182	Retirement	26,929	26,834	-95
5605-42600	Office Supplies	900	700	-200
5605-43912	Printing	600	800	+200
5951-40121	Salaries	73,071	72,517	-554
5951-40181	Social Security	5,590	5,548	-42
5951-40182	Retirement	8,294	8,231	-63
5951-41978	Caterer	143,737	144,396	+659
5608-40121	Salaries	3,000	3,051	+51
5608-40181	Social Security	230	233	+3
5608-40182	Retirement	341	346	+5
5608-40183	Hospital Insurance	608	572	-36
5608-41860	Workers Compensation	20	36	+16
5608-42600	Office Supplies	206	512	+306
5608-43110	Travel	300	500	+200
5618 40121	Salaries	3,328	3,395	+67
5618-40181	Social Security	255	260	+5
5618-40182	Retirement	378	385	+7
5618-40183	Hospital Insurance	867	816	-51
5618-41860	Workers Compensation	26	43	+17
5618-41965	Reimbursement Vouchers	6,800	6,452	-348
5618-42600	Office Supplies	692	462	-230
5618-42611	Incontinence Supplies	500	400	-100
5618-43250	Postage	242	263	+21

000325

07/29/2021 13:46 | Duplin County, NC | P 1
trisha.brown | JOURNAL INQUIRY | glcjeinq

YEAR PER JOUPNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
2022 01 525 BUA 07/22/2021 07/22/2021 080221 chelsey.lanier 1 N Hist 2022

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT OR
1	4110	43110					T			750.00
2	4210	43110					T	TRAVEL		750.00
3	4110	44999					T	TRAVEL	1,500.00	
								BOCC Approved Donations		
								** JOURNAL TOTAL	0.00	0.00

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
2022 01 569 BUA 07/26/2021 07/26/2021 080221 chelsey.lanier 1 N Hist 2022

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3		LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT C
1	5600	43110					T			1,330.00
2	5600	42600					T	TRAVEL	1,330.00	
								OFFICE SUPPLIES		
								** JOURNAL TOTAL	0.00	0.00
								** GRAND TOTAL	0.00	0.00

2 Journals printed

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

LM 7-26-21
LL 7-26

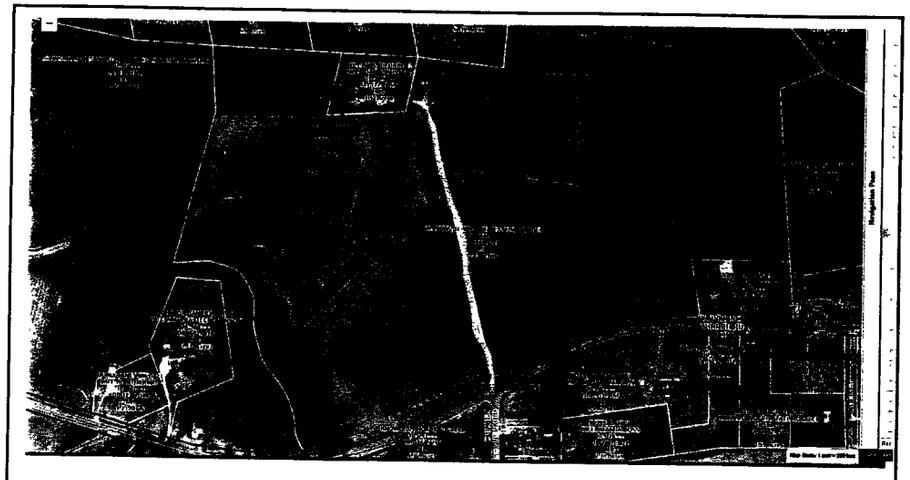
DUPLIN COUNTY
TAX AND SOLID WASTE REQUEST
RELEASE DATE AUGUST 02, 2021

RELEASE NUMBER	NAME	TOWNSHIP	FIRE DISTRICT	TAX YEAR	ACCOUNT NUMBER	COUNTY TAX	CAPITAL FUND	FIRE DISTRICT	LATE LIST PENALTY	SOLID WASTE	TOTAL AMOUNT	REASON FOR RELEASE
18550	DELEON, FRANCISCO, JR	GLISSON	GLISSON	2021	2252985	$ 14.30	$ 0.40	$ 1.30	$ 1.60	$ 90.00	$ 107.60	1981 SWMH DOUBLE LISTED
18551	DELEON, FRANCISCO, JR	GLISSON	GLISSON	2020	2252985	$ 14.30	$ 0.40	$ 1.30	$ 1.60	$ 90.00	$ 107.60	1981 SWMH DOUBLE LISTED
18552	DELEON, FRANCISCO, JR	GLISSON	GLISSON	2019	2252985	$ 14.30	$ 0.40	$ 1.30	$ 1.60	$ 90.00	$ 107.60	1981 SWMH DOUBLE LISTED
18553	DELEON, FRANCISCO, JR	GLISSON	GLISSON	2018	2252985	$ 14.30		$ 1.30	$ 1.56	$ 90.00	$ 107.16	1981 SWMH DOUBLE LISTED
18554	DELEON, FRANCISCO, JR	GLISSON	GLISSON	2017	2252985	$ 13.90		$ 1.30	$ 1.52	$ 90.00	$ 106.72	1981 SWMH DOUBLE LISTED
18555	DELEON, FRANCISCO, JR	GLISSON	GLISSON	2016	2252985	$ 14.60		$ 1.30	$ 1.59	$ 90.00	$ 107.49	1981 SWMH DOUBLE LISTED
18556	DELEON, FRANCISCO, JR	GLISSON	GLISSON	2015	2252985	$ 14.60		$ 1.30	$ 1.59	$ 90.00	$ 107.49	1981 SWMH DOUBLE LISTED
18557	FLOREZ, DALINETTE DIAZ	GLISSON	GLISSON	2021	2847779	$ 14.30	$ 0.40	$ 1.30	$ 1.60	$ 90.00	$ 107.60	1981 SWMH SOLD IN 2018
18558	FLOREZ, DALINETTE DIAZ	GLISSON	GLISSON	2020	2847779	$ 14.30	$ 0.40	$ 1.30	$ 1.60	$ 90.00	$ 107.60	1981 SWMH SOLD IN 2018
18559	FLOREZ, DALINETTE DIAZ	GLISSON	GLISSON	2019	2847779	$ 14.30	$ 0.40	$ 1.30	$ 1.60	$ 90.00	$ 107.60	1981 SWMH SOLD IN 2018
18560	STRICKLAND, JENNIFER WADE & HUS GARY	LIMESTONE		2021	010001830					$ 90.00	$ 90.00	DWMH NOT SET ON 01-01-21
											$ -	
											$ -	
											$ -	
											$ -	
											$ -	
											$ -	
											$ -	
											$ -	
											$ -	
											$ -	
	GRAND TOTAL					**$ 143.20**	**$ 2.40**	**$ 13.00**	**$ 15.86**	**$ 990.00**	**$ 1,164.46**	

SUBMITTED BY: [signature]

FINAL APPROVAL BY: [signature]

DATE APPROVED: 8-2-2021



Instructions for what to do with attachments once approved

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

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

DUPLIN COUNTY

ROAD NAME PETITION for UNNAMED ROAD

1. APPLICANT INFORMATION:
   Name: Joan S. Williams
   Address: 400 Providence Church Road
   City/State/Zip: Teachey, NC 28464
   Telephone: Work: 910-285-5030 Home: 910-284-2531
2. MAIL DETERMINATON TO (If different than applicant information):
   Name:
   Address:
   City/State/Zip:
3. ROAD LOCATION: Township Rockfish Range
   DESCRIPTION: Lane to extend from the end of Chicken Neck Road at the intersection of Providence Church Road and Chicken Neck Road. (400 Block of Providence Church Rd)
4. PARCEL TAX-ID:
5. PROPOSED ROAD NAME: Savage Family Lane
   BACKUP NAME 1: Savage Family Ln
   BACKUP NAME 2: Savage Lane
   (NAME SHOULD BE LESS THAN 13 LETTERS)
6. SIGNATURES OF PROPERTY OWNERS WHO ADJOIN OR ACCESS THIS ROAD:
   Jesse M. Savage
   Joan S. Williams
   Mark Williams

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

Applicant's Signature:

000327

CONDITIONS OF SALE

This order is subject to the following terms and conditions:

1 Triple-T Parts & Equipment Company, Inc , Triple-T Freightliner, Sterling, Western Star Inc or Triple-T Leasing Company, Inc. shall, individually or collectively, be referred to as "Dealer"

2 If the vehicle is accompanied by a body or other equipment, as shown on page 1, Purchaser acknowledges and agrees that the company which manufactured and installed the body or other equipment (the ' Body Manufacturer") is solely responsible for any defects or other issues in any way associated with such body or its installation, and that Dealer has no responsibility therefore. This includes any failure on the part of the Body Manufacturer to complete the manufacture and installation of the body or other equipment following receipt of a deposit or other payment. If this occurs, Purchaser's sole recourse to recover the deposit or payment is against the Body Manufacturer and Purchaser remains obligated to purchase the vehicle from Dealer. Dealer will provide Purchaser with statement of any warranty from the Body Manufacturer, but expressly disclaims any warranty coverage on said equipment by Dealer.

3 ANY WARRANTIES ON THE VEHICLE(S) BEING SOLD ARE THOSE OF THE MANUFACTURER ONLY DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER OF WARRANTIES APPLIES TO THE VEHICLE(S) AND ANY BODY OR EQUIPMENT MOUNTED ON THE VEHICLE(S). Purchaser shall not be entitled to recover from Dealer any consequential, indirect incidental, special or exemplary damages, including, but not limited to, labor charges, damages to property, damages for loss of use or loss of time, lost profits, lost income, or any other consequential, indirect, incidental, special or exemplary damages as a result of any defect in the vehicle(s) being sold or any body or equipment attached thereto

4. Upon failure or refusal of the Purchaser to complete the purchase for any reason, Dealer shall be entitled to the following damages: (a) to retain the full amount of any cash deposit made by Purchaser and (b) to be reimbursed by Purchaser for any expense and loss, in excess of the cash deposit, incurred or suffered by the Dealer as a result of the Purchaser's failure to complete the purchase, including, without limitation, the cost of storing, financing or insuring the vehicle(s), the cost of marketing and re-selling the vehicle(s), any loss associated with the subsequent sale of the vehicle(s) and legal fees. The Purchaser and Dealer agree that the damages set forth in this section do not constitute a penalty.

5. Upon failure or refusal of the Purchaser to complete the purchase for any reason, and if any used motor vehicle has been taken in as a trade as a part of the transaction and has not been sold by Dealer, such used motor vehicle shall be returned to the Purchaser upon the payment of reasonable charges for storage and repairs (if any). If the used motor vehicle has been sold by Dealer the amount received therefor, less a selling commission of 15% and any expense incurred in storing, financing, insuring, conditioning, or advertising the motor vehicle for sale, shall be returned to the Purchaser after any damages to which Dealer is entitled under paragraph 3 have been paid.

6. If the used motor vehicle taken in as a trade is not to be delivered to the Dealer until the delivery of the new vehicle, the used motor vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for such used motor vehicle Purchaser agrees to deliver the title to any used motor vehicle traded herein and warrants that such used motor vehicle is his property free and clear of all liens and encumbrances except as otherwise noted herein.

7. The manufacturer has the right to make any changes in the model or design of any new motor vehicle at any time In such event, neither the Dealer nor the manufacturer has any obligation to make corresponding changes to the vehicle(s) covered by this order

8. The Dealer shall not be liable for any delays caused by the manufacturer or by accidents, strikes, fires, weather or other causes beyond the control of the Dealer

9. In the case any motor vehicle covered by this order is a used motor vehicle, Dealer makes no warranty or representation regarding the mileage or extent of use of the vehicle regardless of the mileage shown on the odometer of the vehicle

10. Signatures signify that Purchaser has read the entire Purchase Agreement and agrees to all of the terms and conditions and other provisions

THE UNDERSIGNED PURCHASER HEREBY AGREES TO PURCHASE FROM THE SELLER FOR THE STATED PRICE THE TRUCK(S) DESCRIBED, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON BOTH PAGES HEREOF.

PROPOSED BY Robert W. Rose
SALESPERSON SIGNATURE

ROBERT W ROSE
PRINT NAME

THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER

APPROVED BY _____
DEALER SIGNATURE

AUTHORIZED BY _____
PRINT NAME

TITLE _____

AUTHORIZED SIGNATURE _____
(SIGNATURE GUARANTEES ACCEPTANCE OF CONDITIONS OF SALE)

COMPANY NAME _____
PRINT COMPANY NAME

STREET ADDRESS _____

CITY & STATE _____

PHONE _____

Triple-T Parts & Equipment Company, Inc
1489 Hwy 117 S
Warsaw NC 27893
Phone: (910) 293-7811

Purchase Agreement

7/30/2021
DE-05014
53800
Bob Rose

53800
DUPLIN COUNTY-LANDFILL
PO BOX 976
KENANSVILLE NC 28349-0976
P:(910) 289-3091 | F:(910) 289-4726

DUPLIN COUNTY-LANDFILL
PO BOX 976
KENANSVILLE, NC 28349-0976

Stock#: TBA	VIN:TBA	New 2022 WESTERN STAR 4700SF	Price:	$113,070.00
		Mileage 0		
		Truck Deal pending finance approval by Count Commisioners		$5,000.00
			Total Price	**$118,070.00**
			Documentation Fee	$495.00
			Title Fee	$56.00
			Balance Due Upon Delivery	**$118,621.00**

This agreement and any documents which are part of this transaction or incorporated herein comprise the entire agreement affecting this Retail Purchase Agreement and no other agreement or understanding of any nature concerning the same has been made or entered into or will be recognized I have read and accept all of the terms and conditions of this Agreement, and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until signed and accepted by an Authorized Dealership Representative.

_____ Purchaser's Signature	7/30/2021 Date	Robert W Rose Sales Representative's Signature	7/30/2021 Date
_____ Purchaser's Printed Name		ROBERT W ROSE Sales Representative's Printed Name	
_____ Co-Purchaser's Signature	7/30/2021 Date	_____ Manager's Signature	7/30/2021 Date
_____ Co-Purchaser's Printed Name		_____ Manager's Printed Name	

000328

Exhibit 6

Duplin County, North Carolina
Statement of Fund Net Position
Proprietary Funds
June 30, 2020

	Major Enterprise Funds			Nonmajor		
	Airport Commission Fund	Water Fund	Solid Waste Fund	Transportation Development Plan Fund	Total	Internal Service Fund
Assets						
Current Assets						
Cash and cash equivalents	$ 60,190	$ 9,257,487	$ 1,418,820	$ 1,419,826	$ 12,156,323	$ 815,322
Accounts receivable, net	47,419	726,172	780,948	196,143	1,750,682	162,522
Inventories	19,000	27,231	-	-	46,231	-
Restricted cash	302,352	502,641	1,132,767	-	1,937,760	-
Total Current Assets	428,961	10,513,531	3,332,535	1,615,969	15,890,996	977,844
Noncurrent assets						
Capital assets						
Land and non-depreciable assets	666,451	389,498	216,348	-	1,272,297	-
Other capital assets, net of depreciation	13,646,408	40,522,660	3,058,138	512,161	57,739,367	-
Capital assets (net)	14,312,859	40,912,158	3,274,486	512,161	59,011,664	-
Total noncurrent assets	14,312,859	40,912,158	3,274,486	512,161	59,011,664	-
Total Assets	14,741,820	51,425,689	6,607,021	2,128,130	74,902,660	977,844
Deferred Outflows of Resources	35,070	302,635	199,843	91,293	628,841	-
Liabilities						
Current Liabilities						
Accounts payable & accrued liabilities	216,576	171,727	165,515	13,428	567,246	286,776
Customer deposits	-	502,641	-	-	502,641	-
Compensated absences	6,000	20,000	30,000	12,000	68,000	-
Notes payable current	-	212,825	-	-	212,825	-
Due to other funds	-	-	-	-	-	-
Due to County-GO Bonds-current	-	600,000	-	-	600,000	-
Total Current Liabilities	222,576	1,507,193	195,515	25,428	1,950,712	286,776
Noncurrent liabilities						
Compensated absences	8,724	20,346	32,447	13,409	74,926	-
Other postemployment benefits	150,923	570,153	860,020	392,878	1,973,974	-
Notes payable - noncurrent	-	3,020,685	-	-	3,020,685	-
Due to County-GO Bonds	-	11,823,035	-	-	11,823,035	-
Net pension liability	54,909	207,435	312,895	142,938	718,177	-
Total noncurrent liabilities	214,556	15,641,654	1,205,362	549,225	17,610,797	-
Total Liabilities	437,132	17,148,847	1,400,877	574,653	19,561,509	286,776
Deferred Inflows of Resources	17,516	66,170	99,811	45,596	229,093	-
Net Position						
Net investment in capital assets	14,312,859	25,255,613	3,274,486	512,161	43,355,119	-
Restricted	302,352	502,641	1,132,767	-	1,937,760	691,068
Unrestricted	(292,969)	8,755,053	898,923	1,087,013	10,448,020	-
Total Net Position	$ 14,322,242	$ 34,513,307	$ 5,306,176	$ 1,599,174	$ 55,740,899	$ 691,068

08/02/2021 12:23 | Duplin County, NC | P 1
tracy.chestnutt | DUPLIN YTD BUDGET REPORT | glytdbud

FOR 2021 13

ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
66 SOLID WASTE						
0 00	0.00	0.00	349,859 48	0.00	-349,859 48	100.0%
TOTAL REVENUES -3,883,483.00	-232,731 41	-4,116,214 41	-3,571,224.87	0 00	-544,989 54	
TOTAL EXPENSES 3,883,483 00	232,731.41	4,116,214.41	3,921,084 35	0.00	195,130 06	
GRAND TOTAL 0 00	0 00	0 00	349,859.48	0 00	-349,859.48	100 0%

** END OF REPORT - Generated by tracy chestnutt **

349,859 48

898,923
-349,859 48
549,063.52 est.

209 SEMINARY ST / PO BOX 950
KENANSVILLE NC 28349

ROAD NAME PETITION for UNNAMED ROAD

1. APPLICANT INFORMATION:
   Name: Dwight H. Hill
   Address: 1120 W. Hill Rd
   City/State/Zip: Mt Olive NC 28365
   Telephone: Work: 919 32 2167 Home: Same

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

3. ROAD LOCATION: Township Wolf Swamp Range _____
   DESCRIPTION: 1000 Block of Kinsey Hill Rd Mt Olive

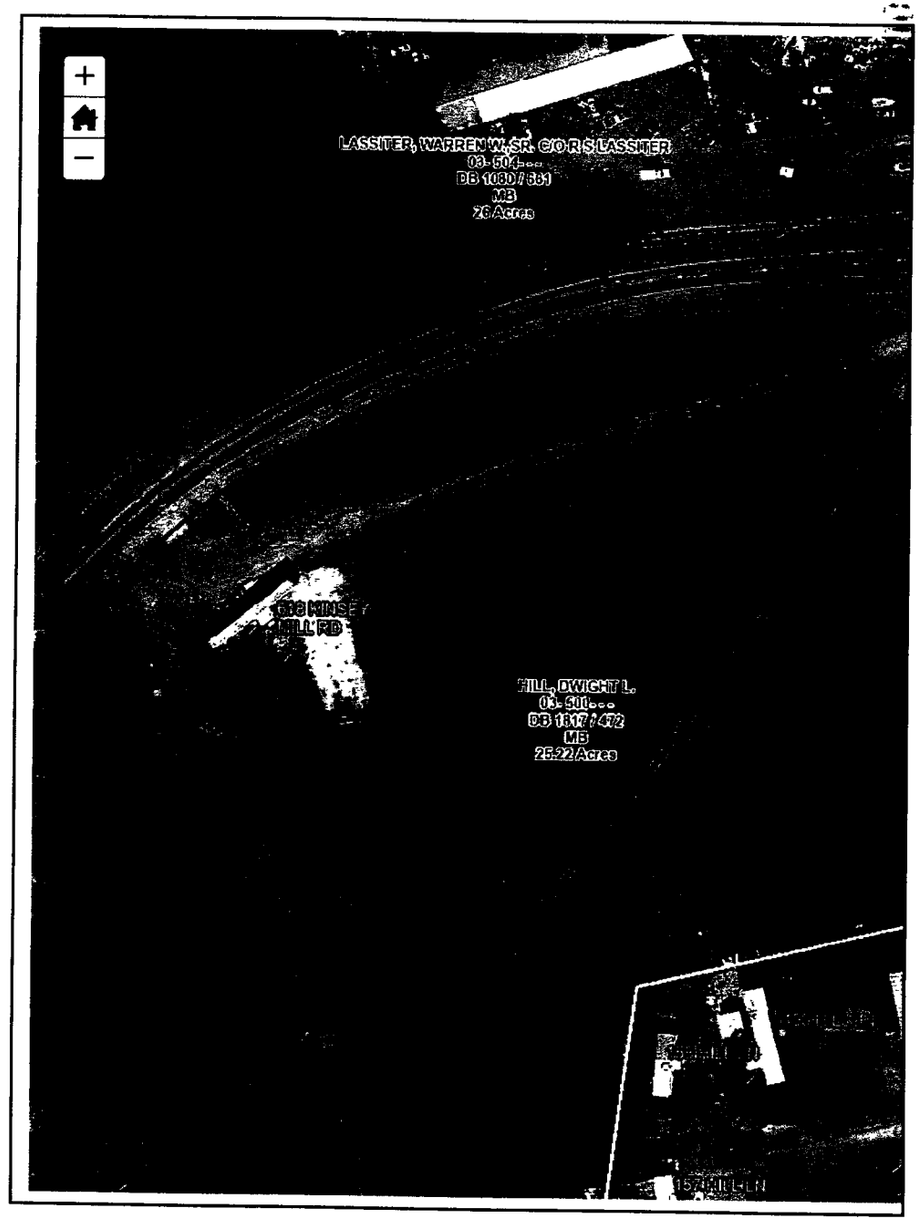
4. PARCEL TAX-ID: _____

5. PROPOSED ROAD NAME: Dwight Hill Ln (1st)
   BACKUP NAME 2: Montana Ln
   BACKUP NAME 3: Alexandria Montana Ln (2nd)
   (NAME SHOULD BE LESS THAN 13 LETTERS)

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

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

Applicant's Signature: Dwight Hill



209 SEMINARY ST / PO BOX 958
KENANSVILLE NC 28349

ROAD NAME PETITION for UNNAMED ROAD

1. APPLICANT INFORMATION:
   Name: Melvin Bostic
   Address: 1200 South Dobson Chapel Rd
   City/State/Zip: Magnolia, NC 28453
   Telephone: Work: _____ Cell Home: 910-271-7101

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

3. ROAD LOCATION: Township Kenansville Range _____
   DESCRIPTION: Farm Road to a poultry and Hog Farm 1300 Block of SNC50 Hwy Magnolia

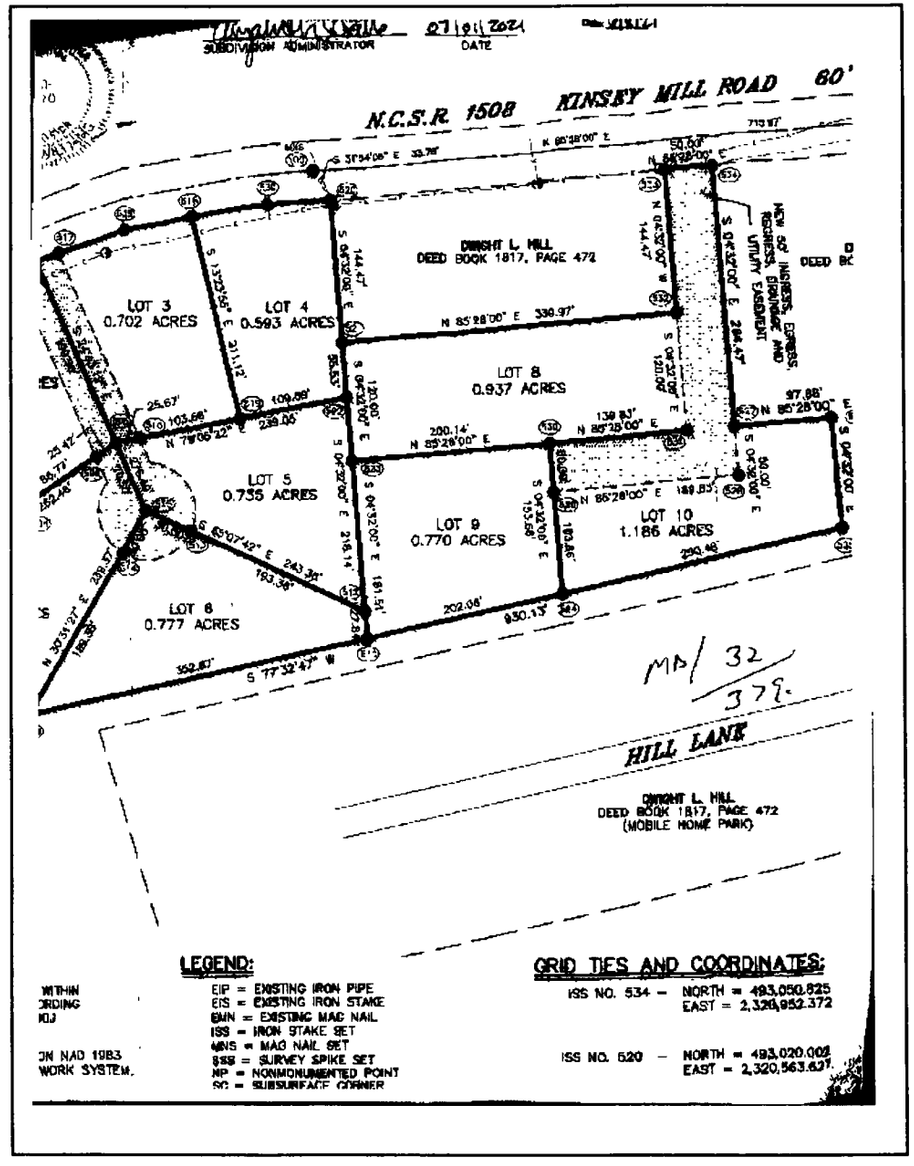
4. PARCEL TAX-ID: 13-2354

5. PROPOSED ROAD NAME: Bostic Farm Ln
   BACKUP NAME 1: Melvin Bostic
   BACKUP NAME 2: W M Bostic
   (NAME SHOULD BE LESS THAN 13 LETTERS)

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

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

Applicant's Signature: Melvin Bostic



000331

PARTICIPATING PROVIDER AGREEMENT

This Participating Provider Agreement (together with all Attachments and amendments, this "***Agreement***") is made and entered by and between Duplin County EMS ("***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

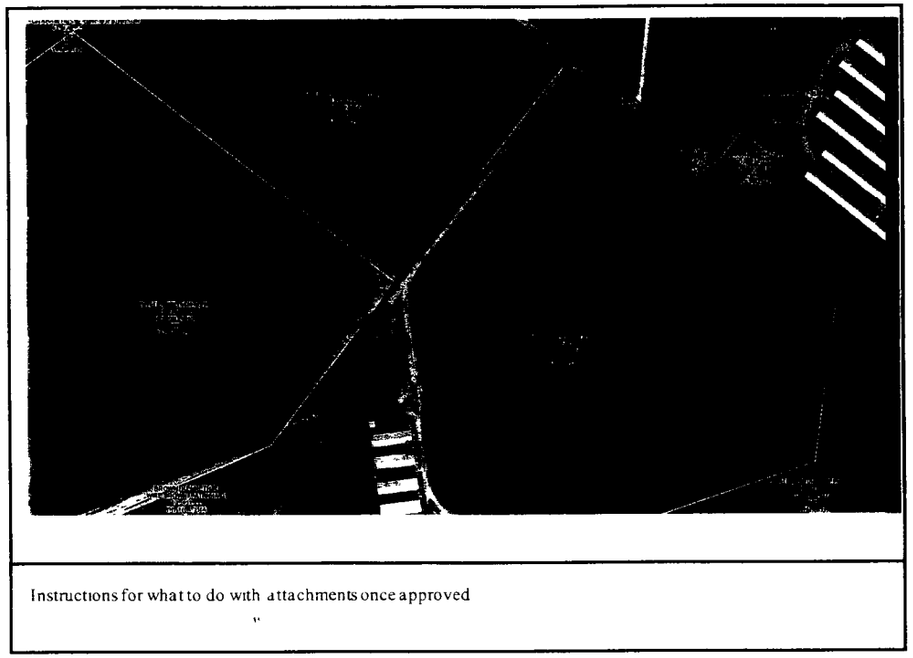
1.4 "Company" means, as appropriate in the context, WellCare and/or one or more of its Affiliates listed on Schedule D of this Agreement, except those specifically excluded by WellCare

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



Instructions for what to do with attachments once approved

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

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

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

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 one (1) year after the date of the original claim payment unless there is evidence 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 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 Hold Harmless by Provider and Contracted Provider To the extent permissible by law and to the extent governmental immunity has otherwise been waived, Provider and each Contracted Provider shall 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 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 legal proceedings in the General Court of Justice in Duplin County, North Carolina. Notwithstanding the foregoing, legal proceedings may be initiated sooner if the applicable statute of limitations would not allow time for settlement or administrative determination of the Dispute

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 one (1) year, 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 ninety (90) 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 ninety (90) 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 ninety (90) 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 0 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:	To Provider at
Attn President	Attn. Director of Emergency Medical Services
WellCare Health Plans, Inc	Provider Duplin County EMS

3128 Highwoods Blvd

Raleigh, NC 27604

Address: P.O Box 909, 209 Seminary StreetKenansville, NC 28349

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

* * * * *

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.
	State Medicaid Number·
To be completed by WellCare only:	National Provider Identifier:
Effective 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 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]

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 ___Duplin County EMS_____ ("***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

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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))*

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

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

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(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 1))

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)(1))*

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))*

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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

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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

Attachment A: Medicaid

APPENDIX A TO SCHEDULE A GOVERNMENTAL PROGRAM REQUIREMENTS

Section VII Attachment VI.2. Table 1: Required Preventive Services													
		Required for providers who serve the following age ranges (The age ranges are not displayed to the provider on this screen. The age ranges will be used in PEGA workflow for approval and verification purposes.)											
Reference Number	AMH Preventative Health Requirements	0 to 3	0 to 6	0 to 11	0 to 18	0 to 21	0 to 121	3 to 17	7 to 120	11 to 18	11 to 121	18 to 121	21 to 121
1	Adult Preventative and Ancillary Health Assessment						Y		Y		Y	Y	Y
2	Blood Lead Level Screening	Y	Y	Y	Y	Y	Y						
3	Cervical Cancer Screening (applicable to Females only)						Y		Y		Y	Y	Y
4	Diphtheria, Tetanus Pertussis Vaccine (DTaP)	Y	Y	Y	Y	Y	Y	Y					
5	Haemophilus Influenzae Type B Caccine Hib	Y	Y	Y	Y	Y	Y	Y					
6	Health Check Screening Assessment	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
7	Hearing		Y	Y	Y	Y	Y	Y	Y	Y	Y		
8&9	Hemoglobin or Hematocrit	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
10	Hepatitis B Vaccine	Y	Y	Y	Y	Y	Y	Y					
11	Inactivated Polio Vaccine (IPV)	Y	Y	Y	Y	Y	Y	Y					
12	Influenza Vaccine	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
13	Measles Mumps Rubella Vaccine (MMR)	Y	Y	Y	Y	Y	Y	Y					
14	Pneumococcal Vaccine	Y	Y	Y	Y	Y	Y	Y	Y		Y	Y	Y
15	Standardized Written Developmental	Y	Y	Y	Y	Y	Y	Y					
16	Tetanus			Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
17	Tuberculin Testing (PPD Intradermal Injection/Mantoux Method)	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
18	Urinalysis								Y		Y	Y	Y
19	Varicella Vaccine	Y	Y	Y	Y	Y	Y	Y					
20	Vision Assessment		Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	

Attachment A: Medicaid

EXHIBIT 1
COMPENSATION SCHEDULE
ANCILLARY SERVICES
PUBLIC AMBULANCE

Duplin County EMS

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

agents is accurate and complete to the best of its knowledge. Client further acknowledges and agrees that Contractor is entitled to rely upon the accuracy and completeness of the data to perform the Services. Client will provide all data in a timely manner sufficient to allow Contractor to provide the Services. Contractor has no liability to Client for Client's provision of incomplete, inaccurate or untimely data.

7. **Records and Inspections.**

Contractor will maintain full and accurate records with respect to all matters covered under this Agreement for 6 years after the completion of the Services. During such period, Client will have the right to examine and audit the records and to make transcripts therefrom. Client will provide 30 days' prior written notice of its intent to inspect or audit any such records and will conduct such inspection or audit only during Contractor's normal business hours and no more than once every six months. Any employee, Contractor, subcontractor or agent of Client granted access to such records will execute a non-disclosure agreement prior to being granted access.

8. **Warranties.**

Contractor warrants that it will perform the services in a manner consistent with the standards typically practiced by similarly situated companies in the same industry. Contractor specifically disclaims and the Client waives, all other express or implied standard, guarantees and warranties, including but not limited to implied warranties of merchantability, or fitness for a particular purpose, custom or usage, or otherwise as to and good or services under this Agreement.

9. **Client Representations & Warranties.**

Client represents and warrants to Contractor that its use of the Services shall comply with all applicable laws, statutes, ordinances, codes, rules, regulations, orders, judgments, decrees, standards, requirements or procedures enacted, adopted, applied, enforced or followed now or in the future by any federal or state governmental bodies or agencies. Client further represents and warrants to Contractor that it has obtained all necessary consents, rights and permissions to enter into this Agreement and use the Services in accordance with the terms of this Agreement

10. **Ownership of Intellectual Property.**

All work, reports, writings, ideas, designs, methods, computer software (both object and source code) and data recorded in any form that exist and are owned by Maximus prior to this Agreement, or that are created, developed, written, conceived or made by Maximus or any third party (whether solely or jointly with others) as a result of, or relating specifically to this Agreement, or in the performance of the Services under this Agreement (collectively or separately, "Intellectual Property") are and shall be the exclusive property of Maximus and ownership shall vest in Maximus immediately upon creation. Nothing herein shall be deemed to grant Client any rights to the Intellectual Property except as explicitly stated in this Agreement.

11. **Compatible Platforms/Hardware.**

To the extent applicable to the Services that will be provided by Contractor, notwithstanding any initial set-up and/or implementation services provided by Maximus at the commencement of the Term, Client is responsible for obtaining, installing and maintaining an appropriate operating environment, including all connectivity and equipment as well as the necessary hardware, operating system software and other items

SERVICE AGREEMENT

This Service Agreement, (this "Agreement"), is entered into this June 15, 2021 (the "Effective Date"), by and between Maximus US Services, Inc., ("Contractor" or "Maximus"), and Duplin County, ("Client"). In consideration of mutual promises and covenants, the parties agree as follows:

1. **Scope of Services**

Contractor will perform in a professional manner the Services detailed in Exhibit A.

2. **Term**

This Agreement commences on the Effective Date and remains in effect until the later of April 15, 2024 or completion of, and payment in full for, the Services specified in Exhibit A. Or, if earlier terminated in accordance with Section 4. The parties may mutually agree to extend this Agreement for two additional one year periods, pursuant to an amendment duly signed by both parties.

3. **Compensation.**

Client will pay Contractor the fees for services rendered as set forth in Exhibit A, incorporated herein by reference as if fully set forth as part of this Agreement.

4. **Termination.**

a. Termination for Cause. Upon material breach of the terms of this Agreement, the non-breaching party will provide written notice to the breaching party specifying the nature of the breach. The breaching party will have 30 days (or a longer period if the parties mutually agree) from the date of receipt to cure any the default prior to the effective date of termination. Notice of default must be delivered by certified mail or overnight courier.

b. Termination for Convenience. Either party may terminate this Agreement without cause upon 60 days prior written notice to the other. In the event the Agreement is so terminated by Client, Client will reimburse Contractor for all reasonable costs incurred by Contractor due to such early termination.

c. Rights Upon Termination. Upon termination for whatever reason and regardless of the nature of the breach (if any), Client agrees to pay Contractor in full for all goods and/or services provided to Client under this Agreement, or any amendment thereto, as of the effective date of termination of the Agreement.

5. **Invoicing and Payment.**

Client will pay Contractor a fee for Services rendered as set forth in Exhibit A. Unless stated otherwise in Exhibit A, Client will pay all invoices in full within thirty (30) days of the invoice date. Client agrees to at all times remain current on all amounts charged for the Services and acknowledges and agrees that any breach of the foregoing shall constitute a material breach under this Agreement entitling Contractor to pursue any and all remedies available at equity or at law including the suspension or termination of the Services provided hereunder.

6. **Data Accuracy.**

Contractor will guide the Client to determine the data required. Client represents that all financial and statistical information provided to Contractor by Client, its employees and

16. Notices.

Any notices, bills, invoices, or reports required by this Agreement will be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below

For Maximus	For Duplin County
Jared W. Dean	Tracy Chestnutt
Consultant	Finance Officer
808 Moorefield Park Drive, Suite 205, Richmond, VA 23236,	PO Box 950 Kenansville, NC 28349
Phone 804.323 3535	910.296.2104
Fax 703.251.8240	Fax
Email jaredwdean@maximus.com	Email tracy.chestnutt@duplincountync.com

Any notice sent by certified mail will be deemed to have been given five (5) days after the date on which it is mailed. All other notices will be deemed given when received. No objection may be made to the manner of delivery of any notice actually received in writing by an authorized agent of a party.

17. Changes.

The terms and scope of Services of this Agreement may be changed only by written agreement signed by both parties.

18. Miscellaneous.

a. There are no third-party beneficiaries to this Agreement and nothing in this Agreement will be construed to provide any rights or benefits to any third-party.

b. If Contractor is requested by Client to produce deliverables, documents, records, working papers, or personnel for testimony or interviews with respect to this Agreement or any services provided hereunder for any third party matter, litigation or otherwise, then Client and Contractor will execute a change order or new services agreement for the sole purpose of setting forth any payment and the terms associated with Contractor's response and related to the reasonable fees of Contractor in responding. The foregoing does not (1) diminish or negate Contractor's obligation to negotiate and defend all cost allocation plans and State mandated cost claims as specifically provided for under this Agreement, or (2) apply in the event Contractor is compelled by subpoena from a third party to provide Contractor deliverables, documents, records, working papers, or personnel for testimony or interviews.

c. The parties intend that Contractor, in performing the Services specified in this Agreement will act as an independent contractor and will have full control of the work and the manner in which it is performed. Contractor and Contractor's employees are not to be considered agents or employees of Client for any purpose.

d. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, this Agreement will continue in full force and effect

required to access and use the Services (the "Operating Environment"). Maximus will not be responsible for any incompatibility between the Service and Client's Operating Environment or for Client's use of any third party software, hardware, browsers or other products not specifically recommended or approved by Maximus for Client's use with the Services. Maximus will make written compatibility recommendations available to Client at Client's request, but, for clarity, Client is ultimately responsible for the compatibility and operation of its Operating Environment.

12. Copyright for Contractor's Proprietary Software.

To the extent that the Services provided by Contractor are generated by Contractor's proprietary software, nothing contained herein is intended nor will it be construed to require Contractor to provide such software to Client. Client agrees that it has no claims of ownership, including copyright, patents or other intellectual property rights to Contractor's software. Nothing in this Agreement will be construed to grant Client any rights to Contractor's materials created prior to the execution of this Agreement. All of the deliverables prepared by Contractor for Client included in the Services are specifically set out in Exhibit A.

13. Contractor Liability if Audited.

Contractor will, upon notice of audit, make work papers and other records available to the auditors. Contractor's sole responsibility under an audit will be to provide reasonable assistance to Client through the audit and to make changes to the work product required as a result of the audit. Contractor will not be liable for any audit disallowances or any missed or lost revenue associated with, or related to, the Services, regardless of cause.

14. Indemnification.

To the extent allowed by law, each party (an "Indemnifying Party") will defend, indemnify and hold harmless the other party (an "Indemnified Party") from and against any and all third-party claims and resulting proven direct damages, liabilities and costs (including reasonable attorney fees) to the extent proximately caused by the negligent actions or willful misconduct of the Indemnifying Party, its employees or agents. The Indemnifying Party will not be responsible for any damages, liabilities or costs resulting from the negligence or willful misconduct of the Indemnified Party, its employees, Contractors, or agents or any third party.

15. Limitation of Liability.

Client agrees that Contractor's total liability to Client for any and all damages whatsoever arising out of, or in any way related to, this Agreement from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty will not, in the aggregate, exceed USD $ 10,500.00.

In no event will Contractor be liable for indirect, special, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if Contractor has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

Any claim by Client against Contractor relating to this Agreement must be made in writing and presented to Contractor within one (1) year after the date on which Contractor completes performance of the services specified in this Agreement.

EXHIBIT A

Compensation & Scope of Services

NC CO Duplin CAP 20-22

SCOPE OF SERVICES:

Contractor represents that it has, or will secure at its own expense, all personnel required in the performance of Services under this Agreement. All of the Services required hereunder will be performed by Contractor or under its supervision, and all personnel engaged in the work will be fully qualified to perform the services described herein. Contractor reserves the right to subcontract for Services hereunder.

Description of Services:

a. Development of a central services cost allocation plan, which identifies the various cost incurred by the client to support and administer programs that provide services directly to citizens. This plan will contain a determination of the allowable cost of providing each supporting services such as purchasing, legal counsel, disbursement processing, etc.

b. Prepare indirect cost proposals for federal grants as necessary.

c. Negotiation, of the completed cost allocation plan, with the representatives of the State or federal government, whichever is applicable.

COMPENSATION:

For Services provided as set forth above, in this Exhibit A, Client agrees to pay Contractor compensation in the amount of USD $ 10,500.00.

Contractor will render to Client one or more invoices for the fees specified herein, with payment due thirty (30) days after the invoice date.

The fee breakdown is as follows

Fiscal Year 2020	$3,500
Fiscal Year 2021	$3,500
Fiscal Year 2022	$3,500

without said provision, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby, and this Agreement will be interpreted to reflect the original intent of the parties insofar as possible.

e The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and will be disregarded in construing or interpreting any of the provisions of this Agreement.

f. This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof will have any validity or bind any of the parties hereto. This shall include any purchase order submitted or provided by Client, whether prior to or upon execution of this Agreement, which shall be for Client's internal purposes only. Consultant rejects, and in the future is deemed to have rejected, any purchase order's terms to the extent they add to or conflict in any way with this Agreement or the applicable Scope of Services, and such additional or conflict terms will have no effect.

g. Neither party will be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, acts of God, war, governmental action, labor conditions, material shortages or any other cause which is beyond the reasonable control of such party

h. Each individual signing this Agreement certifies that (i) he or she is authorized to sign this Agreement on behalf of his or her respective organization, (ii) such organization has obtained all necessary approvals to enter into this Agreement, including but not limited to the approval of its governing board, and (iii) when executed, this Agreement is a valid and enforceable obligation of such organization

i Waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right hereunder will not operate or be construed as a waiver of any subsequent breach of that provision or as a waiver of that right.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives.

Maximus US Services, Inc.	Duplin County
By	By
Name	Name Dexter B. Edwards
Title	Title Chairman / Commissioner
Date	Date 8 · 2 · 2021

7/29/2021

DUPLIN COUNTY

AMERICAN RESCUE PLAN ACT

COUNTY OF DUPLIN

AUGUST 2, 2021

[illegible]

- Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff

[illegible]

- Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector;

[illegible] FOR DUPLIN COUNTY

$11,409,751

APPROVED USE OF FUNDS

- Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

APPROVED USE OF FUNDS

- Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;

PROPOSED USE OF FUNDS

- SUPPORT PUBLIC HEALTH EXPENDITURES: $70,000
- REPLACE LOST PUBLIC SECTOR REVENUE: $7,999,000 (ESTIMATE)
- PROVIDE PREMIUM PAY FOR ESSENTIAL WORKERS: $964,006
- INVEST IN WATER INFRASTRUCTURE: $1,600,000
- UNALLOCATED FUNDS $776,745

APPROVED USE OF FUNDS

- Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors

FACT SHEET: The Co ·us State and Local Fiscal Recovery Funds Will Deliver $350 Billion for State, Local, Territorial, and Tribal Governments to Respond to the COVID-19 Emergency and Bring Back Jobs

May 10, 2021

Aid to state, local, territorial, and Tribal governments will help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery

Today, the U.S. Department of the Treasury announced the launch of the Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021, to provide $350 billion in emergency funding for eligible state, local, territorial, and Tribal governments Treasury also released details on how these funds can be used to respond to acute pandemic response needs, fill revenue shortfalls among these governments, and support the communities and populations hardest-hit by the COVID-19 crisis With the launch of the Coronavirus State and Local Fiscal Recovery Funds, eligible jurisdictions will be able to access this funding in the coming days to address these needs

State, local, territorial, and Tribal governments have been on the frontlines of responding to the immense public health and economic needs created by this crisis – from standing up vaccination sites to supporting small businesses – even as these governments confronted revenue shortfalls during the downturn As a result, these governments have endured unprecedented strains, forcing many to make untenable choices between laying off educators, firefighters, and other frontline workers or failing to provide other services that communities rely on Faced with these challenges, state and local governments have cut over 1 million jobs since the beginning of the crisis. The experience of prior economic downturns has shown that budget pressures like these often result in prolonged fiscal austerity that can slow an economic recovery

To support the immediate pandemic response, bring back jobs, and lay the groundwork for a strong and equitable recovery, the American Rescue Plan Act of 2021 established the Coronavirus State and Local Fiscal Recovery Funds, designed to deliver $350 billion to state, local, territorial, and Tribal governments to bolster their response to the COVID-19 emergency and its economic impacts. Today, Treasury is launching this much-needed relief to:

- Support urgent COVID-19 response efforts to continue to decrease spread of the virus and bring the pandemic under control;
- Replace lost public sector revenue to strengthen support for vital public services and help retain jobs,
- Support immediate economic stabilization for households and businesses, and,
- Address systemic public health and economic challenges that have contributed to the inequal impact of the pandemic on certain populations

The Coronavirus State and Local Fiscal Recovery Funds provide substantial flexibility for each jurisdiction to meet local needs—including support for households, small businesses, impacted industries, essential workers, and the communities hardest-hit by the crisis. These funds also deliver resources that recipients can invest in building, maintaining, or upgrading their water, sewer, and broadband infrastructure.

FOR MORE INFORMATION

NCPRO OFFICE

- https://www.nc.gov/agencies/pandemic-recovery-office/american-rescue-plan-act-information-and-resources

US TREASURY OFFICE

- https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments

Starting today, eligible state, territorial, metropolitan city, county, and Tribal governments may request Coronavirus State and Local Fiscal Recovery Funds through the Treasury Submission Portal. Concurrent with this program launch, Treasury has published an Interim Final Rule that implements the provisions of this program

FUNDING AMOUNTS

The American Rescue Plan provides a total of $350 billion in Coronavirus State and Local Fiscal Recovery Funds to help eligible state, local, territorial, and Tribal governments meet their present needs and build the foundation for a strong recovery. Congress has allocated this funding to tens of thousands of jurisdictions. These allocations include:

Type	Amount ($ billions)
States & District of Columbia	$195.3
Counties	$65 1
Metropolitan Cites	$45 6
Tribal Governments	$20.0
Territories	$4.5
Non-Entitlement Units of Local Government	$19 5

Treasury expects to distribute these funds directly to each state, territorial, metropolitan city, county, and Tribal government. Local governments that are classified as non-entitlement units will receive this funding through their applicable state government. Treasury expects to provide further guidance on distributions to non-entitlement units next week.

Local governments should expect to receive funds in two tranches, with 50% provided beginning in May 2021 and the balance delivered 12 months later. States that have experienced a net increase in the unemployment rate of more than 2 percentage points from February 2020 to the latest available data as of the date of certification will receive their full allocation of funds in a single payment; other states will receive funds in two equal tranches. Governments of U S. territories will receive a single payment. Tribal governments will receive two payments, with the first payment available in May and the second payment, based on employment data, to be delivered in June 2021.

USES OF FUNDING

Coronavirus State and Local Fiscal Recovery Funds provide eligible state, local, territorial, and Tribal governments with a substantial infusion of resources to meet pandemic response needs and rebuild a stronger, more equitable economy as the country recovers. Within the categories of eligible uses, recipients have broad flexibility to decide how best to use this funding to meet the needs of their communities. Recipients may use Coronavirus State and Local Fiscal Recovery Funds to·

- **Support public health expenditures,** by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
- **Address negative economic impacts caused by the public health emergency,** including economic harms to workers, households, small businesses, impacted industries, and the public sector;
- **Replace lost public sector revenue**, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
- **Provide premium pay for essential workers**, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
- **Invest in water, sewer, and broadband infrastructure**, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet

Within these overall categories, Treasury's Interim Final Rule provides guidelines and principles for determining the types of programs and services that this funding can support, together with examples of allowable uses that recipients may consider As described below, Treasury has also designed these provisions to take into consideration the disproportionate impacts of the COVID-19 public health emergency on those hardest-hit by the pandemic.

1. **Supporting the public health response**

Mitigating the impact of COVID-19 continues to require an unprecedented public health response from state, local, territorial, and Tribal governments Coronavirus State and Local Fiscal Recovery Funds provide resources to meet these needs through the provision of care for those impacted by the virus and through services that address disparities in public health that have been exacerbated by the pandemic Recipients may use this funding to address a broad range of public health needs across COVID-19 mitigation, medical expenses, behavioral healthcare, and public health resources. Among other services, these funds can help support:

- **Services and programs to contain and mitigate the spread of COVID-19, including:**
  - ✓ Vaccination programs
  - ✓ Medical expenses
  - ✓ Testing
  - ✓ Contact tracing
  - ✓ Isolation or quarantine
  - ✓ PPE purchases
  - ✓ Support for vulnerable populations to access medical or public health services
  - ✓ Public health surveillance (e g , monitoring for variants)
  - ✓ Enforcement of public health orders
  - ✓ Public communication efforts
  - ✓ Enhancement of healthcare capacity, including alternative care facilities
  - ✓ Support for prevention, mitigation, or other services in congregate living facilities and schools
  - ✓ Enhancement of public health data systems
  - ✓ Capital investments in public facilities to meet pandemic operational needs
  - ✓ Ventilation improvements in key settings like healthcare facilities

- **Services to address behavioral healthcare needs exacerbated by the pandemic, including:**
  - ✓ Mental health treatment
  - ✓ Substance misuse treatment
  - ✓ Other behavioral health services
  - ✓ Hotlines or warmlines
  - ✓ Crisis intervention
  - ✓ Services or outreach to promote access to health and social services

- **Payroll and covered benefits expenses** for public health, healthcare, human services, public safety and similar employees, to the extent that they work on the COVID-19 response For public health and safety workers, recipients can use these funds to cover the full payroll and covered benefits costs for employees or operating units or divisions primarily dedicated to the COVID-19 response

2. **Addressing the negative economic impacts caused by the public health emergency**

The COVID-19 public health emergency resulted in significant economic hardship for many Americans. As businesses closed, consumers stayed home, schools shifted to remote education, and travel declined precipitously, over 20 million jobs were lost between February and April 2020. Although many have since returned to work, as of April 2021, the economy remains more than 8 million jobs below its pre-pandemic peak, and more than 3 million workers have dropped out of the labor market altogether since February 2020

To help alleviate the economic hardships caused by the pandemic, Coronavirus State and Local Fiscal Recovery Funds enable eligible state, local, territorial, and Tribal governments to provide a wide range of assistance to individuals and households, small businesses, and impacted industries, in addition to enabling governments to rehire public sector staff and rebuild capacity. Among these uses include:

- **Delivering assistance to workers and families**, including aid to unemployed workers and job training, as well as aid to households facing food, housing, or other financial insecurity. In addition, these funds can support survivor's benefits for family members of COVID-19 victims

- **Supporting small businesses,** helping them to address financial challenges caused by the pandemic and to make investments in COVID-19 prevention and mitigation tactics, as well as to provide technical assistance To achieve these goals, recipients may employ this funding to execute a broad array of loan, grant, in-kind assistance, and counseling programs to enable small businesses to rebound from the downturn.

- **Speeding the recovery of the tourism, travel, and hospitality sectors**, supporting industries that were particularly hard-hit by the COVID-19 emergency and are just now beginning to mend. Similarly impacted sectors within a local area are also eligible for support.

- **Rebuilding public sector capacity,** by rehiring public sector staff and replenishing unemployment insurance (UI) trust funds, in each case up to pre-pandemic levels. Recipients may also use this funding to build their internal capacity to successfully implement economic relief programs, with investments in data analysis, targeted outreach, technology infrastructure, and impact evaluations.

3 **Serving the hardest-hit nities and families**

While the pandemic has affected communities across the country, it has disproportionately impacted low-income families and communities of color and has exacerbated systemic health and economic inequities. Low-income and socially vulnerable communities have experienced the most severe health impacts For example, counties with high poverty rates also have the highest rates of infections and deaths, with 223 deaths per 100,000 compared to the U.S. average of 175 deaths per 100,000

Coronavirus State and Local Fiscal Recovery Funds allow for a broad range of uses to address the disproportionate public health and economic impacts of the crisis on the hardest-hit communities, populations, and households Eligible services include·

- **Addressing health disparities and the social determinants of health,** through funding for community health workers, public benefits navigators, remediation of lead hazards, and community violence intervention programs,

- **Investments in housing and neighborhoods,** such as services to address individuals experiencing homelessness, affordable housing development, housing vouchers, and residential counseling and housing navigation assistance to facilitate moves to neighborhoods with high economic opportunity;

- **Addressing educational disparities** through new or expanded early learning services, providing additional resources to high-poverty school districts, and offering educational services like tutoring or afterschool programs as well as services to address social, emotional, and mental health needs, and,

- **Promoting healthy childhood environments,** including new or expanded high quality childcare, home visiting programs for families with young children, and enhanced services for child welfare-involved families and foster youth.

Governments may use Coronavirus State and Local Fiscal Recovery Funds to support these additional services if they are provided.

- within a Qualified Census Tract (a low-income area as designated by the Department of Housing and Urban Development);

- to families living in Qualified Census Tracts;

- by a Tribal government; or,

- to other populations, households, or geographic areas disproportionately impacted by the pandemic

4 **Replacing lost public sector revenue**

State, local, territorial, and Tribal governments that are facing budget shortfalls may use Coronavirus State and Local Fiscal Recovery Funds to avoid cuts to government services. With these additional resources, recipients can continue to provide valuable public services and ensure that fiscal austerity measures do not hamper the broader economic recovery.

Many state, local, territorial, and Tribal governments have experienced significant budget shortfalls, which can yield a devastating impact on their respective communities. Faced with budget shortfalls and pandemic-related uncertainty, state and local governments cut staff in all 50 states. These budget shortfalls and staff cuts are particularly problematic at present, as these entities are on the front lines of battling the COVID-19 pandemic and helping citizens weather the economic downturn.

Recipients may use these funds to replace lost revenue. Treasury's Interim Final Rule establishes a methodology that each recipient can use to calculate its reduction in revenue Specifically, recipients will compute the extent of their reduction in revenue by comparing their actual revenue to an alternative representing what could have been expected to occur in the absence of the pandemic. Analysis of this expected trend begins with the last full fiscal year prior to the public health emergency and projects forward at either (a) the recipient's average annual revenue growth over the three full fiscal years prior to the public health emergency or (b) 4.1%, the national average state and local revenue growth rate from 2015-18 (the latest available data).

For administrative convenience, Treasury's Interim Final Rule allows recipients to presume that any diminution in actual revenue relative to the expected trend is due to the COVID-19 public health emergency Upon receiving Coronavirus State and Local Fiscal Recovery Funds, recipients may immediately calculate the reduction in revenue that occurred in 2020 and deploy funds to address any shortfall Recipients will have the opportunity to re-calculate revenue loss at several points through the program, supporting those entities that experience a lagged impact of the crisis on revenues

Importantly, once a shortfall in revenue is identified, recipients will have broad latitude to use this funding to support government services, up to this amount of lost revenue

5 **Providing premium pay for essential workers**

Coronavirus State and Local Fiscal Recovery Funds provide resources for eligible state, local, territorial, and Tribal governments to recognize the heroic contributions of essential workers Since the start of the public health emergency, essential workers have put their physical well-being at risk to meet the daily needs of their communities and to provide care for others.

Many of these essential workers have not received compensation for the heightened risks they have faced and continue to face. Recipients may use this funding to provide premium pay directly, or through grants to private employers, to a broad range of essential workers who must be physically present at their jobs including, among others:

- ✓ Staff at nursing homes, hospitals, and home-care settings
- ✓ Workers at farms, food production facilities, grocery stores, and restaurants
- ✓ Janitors and sanitation workers
- ✓ Public health and safety staff
- ✓ Truck drivers, transit staff, and warehouse workers
- ✓ Childcare workers, educators, and school staff
- ✓ Social service and human services staff

Treasury's Interim Final Rule emphasizes the need for recipients to prioritize premium pay for lower income workers. Premium pay that would increase a worker's total pay above 150% of the greater of the state or county average annual wage requires specific justification for how it responds to the needs of these workers.

In addition, employers are both permitted and encouraged to use Coronavirus State and Local Fiscal Recovery Funds to offer retrospective premium pay, recognizing that many essential workers have not yet received additional compensation for work performed. Staff working for third-party contractors in eligible sectors are also eligible for premium pay

6 **Investing in water and sewer infrastructure**

Recipients may use Coronavirus State and Local Fiscal Recovery Funds to invest in necessary improvements to their water and sewer infrastructures, including projects that address the impacts of climate change.

Recipients may use this funding to invest in an array of drinking water infrastructure projects, such as building or upgrading facilities and transmission, distribution, and storage systems, including the replacement of lead service lines.

Recipients may also use this funding to invest in wastewater infrastructure projects, including constructing publicly-owned treatment infrastructure, managing and treating stormwater or subsurface drainage water, facilitating water reuse, and securing publicly-owned treatment works.

To help jurisdictions expedite their execution of these essential investments, Treasury's Interim Final Rule aligns types of eligible projects with the wide range of projects that can be supported by the Environmental Protection Agency's Clean Water State Revolving Fund and Drinking Water State Revolving Fund Recipients retain substantial flexibility to identify those water and sewer infrastructure investments that are of the highest priority for their own communities.

Treasury's Interim Final Rule also encourages recipients to ensure that water, sewer, and broadband projects use strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions

7 **Investing in broadband infrastructure**

The pandemic has underscored the importance of access to universal, high-speed, reliable, and affordable broadband coverage Over the past year, millions of Americans relied on the internet to participate in remote school, healthcare, and work

Yet, by at least one measure, 30 million Americans live in areas where there is no broadband service or where existing services do not deliver minimally acceptable speeds. For millions of other Americans, the high cost of broadband access may place it out of reach. The American Rescue Plan aims to help remedy these shortfalls, providing recipients with flexibility to use Coronavirus State and Local Fiscal Recovery Funds to invest in broadband infrastructure.

Recognizing the acute need in certain communities, Treasury's Interim Final Rule provides that investments in broadband be made in areas that are currently unserved or underserved—in other words, lacking a wireline connection that reliably delivers minimum speeds of 25 Mbps download and 3 Mbps upload Recipients are also encouraged to prioritize projects that achieve last-mile connections to households and businesses.

Using these funds, recipients generally should build broadband infrastructure with modern technologies in mind, specifically those projects that deliver services offering reliable 100 Mbps download and 100

BY-LAWS OF THE DUPLIN COUNTY TRANSPORTATION COMMITTEE

PURPOSE

The purpose of the Duplin County Transportation Committee is to establish one entity in Duplin County to develop a united expertise and representation on highways, roads, bridges, public transportation, rail, air, and other transportation needs of Duplin County. This committee will work with the North Carolina Department of Transportation, Regional Planning Organizations, and North Carolina Legislators to advocate Duplin County transportation and highway needs.

PLAN

A Plan is hereby adopted to establish a Duplin County Transportation Committee to review and adopt recommendations for transportation and highway needs for consideration by the Board of Commissioners of Duplin County; the Board of Commissioners of the towns of Beulaville, Calypso, Faison, Greenevers, Kenansville, Magnolia, Rose Hill, Teachey, and Warsaw; and the Town Council of Wallace. This will be an on-going committee with permanently established voting committee members, appointed voting committee members, and ex-officio non-voting committee members.

Representatives of the North Carolina Department of Transportation, Regional Planning Organizations, and North Carolina Legislators will be requested to attend all meetings of the committee. Highway and transportation needs of Duplin County may be reviewed at each meeting and short-term and long-term recommendations may be made to the appropriate authorities during and following each meeting. The Committee shall annually develop a Transportation Improvement Plan for Duplin County that must then be approved by the Duplin County Board of Commissioners and the Board of Directors of the Duplin County Municipal Association.

TRANSPORTATION COMMITTEE MEMBERS

A. Permanent Voting Committee Members
   1. Representative of the Duplin County Board of Commissioners
   2. Representative of the Town of Beulaville
   3. Representative of the Town of Calypso
   4. Representative of the Town of Faison
   5. Representative of the Town of Greenevers
   6. Representative of the Town of Kenansville
   7. Representative of the Town of Magnolia
   8. Representative of the Town of Rose Hill
   9 Representative of the Town of Teachey
   10 Representative of the Town of Wallace
   11. Representative of the Town of Warsaw
   12. Representative of the Duplin County Airport Commission
   13. Representative of the Duplin County Economic Development Commission
   14. Representative of the Duplin County Planning Board
   15. Representative of the Duplin County Transit Advisory Board

Each board and municipality may appoint its representative at its discretion; however, it is recommended that the representative of each board be its Chairperson and that the representative of each municipality be its highest elected official. A Permanent Voting Committee Member may be represented by a designee upon notification to the Secretary.

Mbps upload speeds, unless impracticable due to topography, ge[illegible], or financial cost. In addition, recipients are encouraged to pursue fiber optic investments.

In view of the wide disparities in broadband access, assistance to households to support internet access or digital literacy is an eligible use to respond to the public health and negative economic impacts of the pandemic, as detailed above

8 **Ineligible Uses**

Coronavirus State and Local Fiscal Recovery Funds provide substantial resources to help eligible state, local, territorial, and Tribal governments manage the public health and economic consequences of COVID-19 Recipients have considerable flexibility to use these funds to address the diverse needs of their communities

To ensure that these funds are used for their intended purposes, the American Rescue Plan Act also specifies two ineligible uses of funds·

- **States and territories may not use this funding to directly or indirectly offset a reduction in net tax revenue due to a change in law from March 3, 2021 through the last day of the fiscal year in which the funds provided have been spent.** The American Rescue Plan ensures that funds needed to provide vital services and support public employees, small businesses, and families struggling to make it through the pandemic are not used to fund reductions in net tax revenue. Treasury's Interim Final Rule implements this requirement. If a state or territory cuts taxes, they must demonstrate how they paid for the tax cuts from sources other than Coronavirus State Fiscal Recovery Funds—by enacting policies to raise other sources of revenue, by cutting spending, or through higher revenue due to economic growth. If the funds provided have been used to offset tax cuts, the amount used for this purpose must be paid back to the Treasury

- **No recipient may use this funding to make a deposit to a pension fund.** Treasury's Interim Final Rule defines a "deposit" as an extraordinary contribution to a pension fund for the purpose of reducing an accrued, unfunded liability While pension deposits are prohibited, recipients may use funds for routine payroll contributions for employees whose wages and salaries are an eligible use of funds.

Treasury's Interim Final Rule identifies several other ineligible uses, including funding debt service, legal settlements or judgments, and deposits to rainy day funds or financial reserves Further, general infrastructure spending is not covered as an eligible use outside of water, sewer, and broadband investments or above the amount allocated under the revenue loss provision While the program offers broad flexibility to recipients to address local conditions, these restrictions will help ensure that funds are used to augment existing activities and address pressing needs.

Adopted by the Duplin County Board of Commissioners this 2 day of August, 2021.

Chairman
Duplin County Board of Commissioners

Attest
Clerk to the Board

Adopted by the Duplin County Municipal Association this 15th day of July, 2021.

(President)
President
Duplin County Municipal Association

Attest:
Secretary

B Appointed Voting Committee Members
1. Up to three committee members deemed beneficial to the work of the committee, to be appointed by a majority vote of the Permanent Voting Committee Members, to serve a three-year term.

C Ex-officio and Non-Voting Committee Members
1. North Carolina Legislators representing Duplin County
2. North Carolina Department of Transportation Board Member representing Duplin County
3. Regional Planning Organization representatives whose region includes Duplin County
4 Regional North Carolina Department of Transportation representative

COMMITTEE OPERATIONS

A. Officers
1. Chairperson – The committee members shall elect a Chairperson from its membership.
2. Vice Chairperson – The committee members shall elect a Vice Chairperson from its membership
3. Secretary – The Duplin County Planner shall serve as Secretary to the committee.

B. Terms of Officers
1. Terms of the Chairperson and Vice Chairperson shall be for one year. Terms shall coincide with the calendar year and elections shall be made during the fourth quarter meeting of each year.
2. The Chairperson and Vice Chairperson shall be able to succeed themselves and serve for more than one term.
3. Term of the Secretary shall be continuous.

C Meetings
1. The committee shall schedule a meeting at least-once per quarter.
2 Other meetings of the committee may be held as necessary

D Quorum
1. The quorum of the committee shall be one-third (1/3) of the permanent and appointed voting members. If a permanent or appointed member and/or their designee misses two consecutive meetings, that seat is considered to be vacant as of the third missed meeting and does not count towards the number required for quorum. If that member later attends a meeting, the seat is active again and is counted towards the quorum.

COMMITTEE BY-LAWS

Amendments and changes to the Duplin County Transportation Committee By-Laws may be made as needed upon a majority vote of both the Duplin County Board of Commissioners and the Board of Directors of the Duplin County Municipal Association.

ADOPTION

The Duplin County Transportation Committee By-Laws were adopted upon a majority vote of the Duplin County Board of Commissioners and the Duplin County Municipal Association on the dates indicated below.

EASTPOINTE

Strengthening our Communities

Sarah Stroud, CEO

Victoria Jackson, Chief of External Operations

Consistent **investment in our providers** through rate increases

Implementing innovative programs to keep members in their communities, deliver whole-person care, and fight the opioid crisis

Dedication to creating the best member experience; **members rank us as the top-performing LME-MCO**

What are Duplin County's behavioral health priorities?

Operations Update

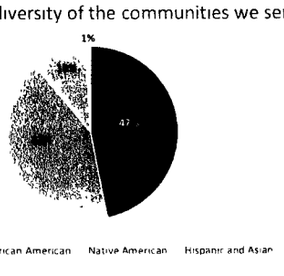
DHHS has selected Eastpointe to receive a Tailored Plan contract

Standard Plans launched on July 1, 2021

We have **304 employees.**

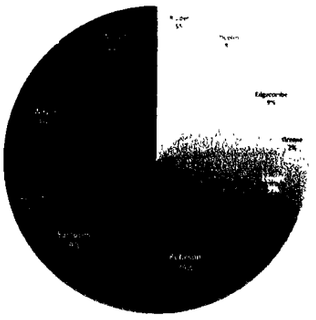
62 employees work in Duplin County, **22 employees live** in the County

Our staff reflects the diversity of the communities we serve:

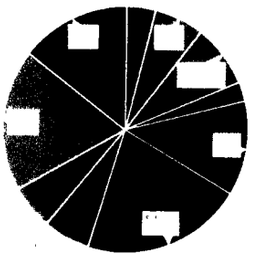


Financials

% of Eastpointe Covered Lives



Eastpointe FY21 Claims Paid



Funding Source	FY20 Claims Paid	FY21 Claims Paid	Difference in Claims Paid
Medicaid B	11,560,214	12,121,557	561,342 25
Medicaid C	4,287,538	4,191,836	(95,702 13)
State	1,306,800	977,337	(329,463 16)
Total	**17,154,553**	**17,290,730**	**$ 136,177**

Duplin County funding: $224,474

Duplin County Medicaid Enrollees

Duplin County Indigent Population

Access to Care Call Center fielded **1,516** calls from Duplin County members

Received full NCQA Accreditation in March

Eastpointe received 99 67 points out of a possible 100 and was given full accreditation for three years

Duplin County Investment Highlights

Since FY2017, we have invested **over $27.5 million in provider rate increases** to ensure our members maintain access to the highest quality care

Awarded **$100,000 in grants over past two years to help county health department expand whole-person care model** to include case management and 24/7 crisis response

Implementing WeConnect Project, which helps those in substance use recovery by allowing them to earn money for staying in treatment

Administering $33,000 in funding for **Duplin 4H Prevention Program**

Actively supporting the **Duplin Substance Use Coalition**

Donated **72 Narcan kits** to help prevent opioid overdoses in FY2020

Completing **daily reviews of local law enforcement records** to identify potential Eastpointe members booked or arrested. We **engage local jails and county officials to transition members from jail to treatment.**

Helping provide **Crisis Intervention Training sessions.** Duplin County law enforcement training scheduled for September 20-24

Pioneered Community Inclusion Program, which provides financial resources to members living in their communities to participate in local activities that support recovery and improve their well-being

Providing on-going support to four Duplin members in community housing through TCL and "in-reach" efforts Efforts were maintained throughout pandemic

Providing home-delivered meals through Mom's Meals for IDD and Innovations members

Only LME-MCO collaborating with UNC and the NC Area Health Education Centers (AHEC) to **develop curriculum for using Motivational Interviewing techniques with IDD members**

Executing whole-person care pilot program with UNC and The Carter Clinic

Executed awareness campaign for Hope4NC Helpline

Our community webinars focused on coping with COVID-induced mental health stressors

We also delivered presentations on

Provider Network Update

Statewide, Eastpointe partners with **over 600** providers that offer more than **1,700 point of care options** to serve our members.

Providers located in Duplin County

Total **8 providers** with **12 sites**

Services provided within a community setting

There is **no wait list** for behavioral health services in Duplin County

Mobile crisis services **available 24x7**

Provided **$6.5 million in rate increases** for providers since the onset of COVID to ensure high-quality member care Approved an **additional five percent rate increase for Innovations services** earlier this year

Provided **$250,000 in grants in FY2020** to work with counties and providers to develop whole-person care initiatives

Value-based care pilot launched in FY2020 in partnership with a provider

Recognized Leaders in Member Service

Once again in FY2020, Eastpointe exceeded state benchmarks in every standard member service-related category

Annual survey

Three audiences surveyed:

Respondents asked about LME-MCO and service provider access, outreach, responsiveness and any problems that interfered with service delivery

Eastpointe was the top-performing LME-MCO for the third consecutive year!

FIGURE 16 DO YOU KNOW HOW TO MAKE A COMPLAINT WITH YOUR LME-MCO? (% "YES")

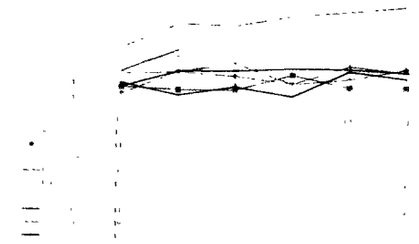


FIGURE 17 WERE YOU GIVEN A CHOICE OF PROVIDERS? (% "YES")

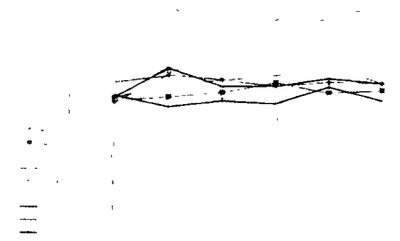


FIGURE 18 WAS YOUR FIRST SERVICE IN A TIME FRAME THAT MET YOUR NEEDS? (% "YES")

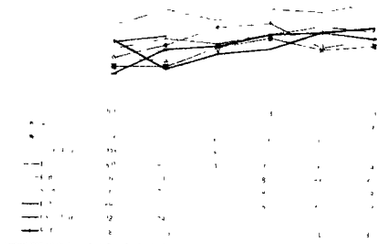
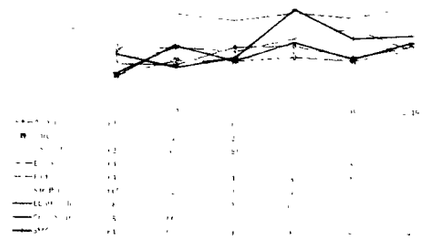


FIGURE 19 HAS YOUR LME-MCO PROVIDED AS MUCH INFORMATION AS YOU NEED? (% "YES")



Thank You

Questions?

000372

OFFER TO PURCHASE COUNTY OWNED SURPLUS LAND

Date: 6-28-2021

This letter is an "Offer to Purchase" the below described land.

Tax Parcel ID#: 12-E071 Township: Magnolia

Offer Amount: $ 13,200 Bid Deposit Amount (5%): $ 660.00

Method of Deposit: ✓ Cash ___ Check (Check # ____) Must be Certified Check

If approved by the Duplin County Board of Commissioners, please **make the deed out to**:

Standard Rentals, LLC

Phone Number: 910-287-5014 Alternate Number _____
(Please include area code)

Marital Status: ___Single ✓ Married ___Divorced ___Widow
(Please check one)

If more than one name will be listed on the deed provide the relations of the names listed

P.O. Box

Mail refund check (if offer is upset by another party or Board rejects offer) to

P.O. Box 1243
Wallace, NC 28466

I/We, the interested Buyer(s), understand it takes anywhere from 30-45 days for final approval after the Upset Bid process. The property will be sold **"AS IS"** and a Special Warranty Deed will be prepared transferring ownership. If the offer is withdrawn during the process by the Bidder/Buyer, the County will retain the bid deposit. If the Board rejects an offer, the bid deposit will be refunded

Buyer shall be responsible for all cost with respect to the recording fee and any associated excise taxes due upon recording. Buyer shall pay said cost to County, in addition to the purchase price, within 30 days of final approval of the sale by the Board of Commissioners. Buyer hereby authorizes the County to prepare the deed in accordance with the Offer of Purchase County Owned Surplus Land and record same with the Duplin County Register of Deeds

Michael J Blackburn
Signature of Offeror

Date 6-28-2021

DUPLIN, COUNTY OF

Parcel #: 12-E071- - -
Account #: 2033789
Deed Ref: 1848/647 2018
Year Built: 1995
Deeded Acres: 2.71
Last Sale Date: 05/01/2017
Year Built: 1995

Property Address: 817 BEASLEYS MILL RD
Mailing Address: PO BOX 910 KENANSVILLE NC 28349
Year Built: 1995
Last Sale Price: $10,340
Assessed Value: 19700
Property Class: 3
Heat SQ Feet: 1568

Misc. Imprv Value: $0
Fire Code:
Notes: 2018:JAMES FRANKLIN PETT PETITIONED AS 12-E04) 2020:CORRE
Remarks: DWMH-HIDDEN VALLEY LOT 1
Land Value Only: $19500

DUPLIN COUNTY GIS
DISCLAIMER **December 16, 2020**
The information gathered from this site is for informational purposes only and the map(s) printed from this site should NOT be used as or in place of an actual survey or conveyances
The map(s) should NOT be used to prepare deeds
Generated by http://gis.duplincountync.com

OFFER TO PURCHASE COUNTY OWNED SURPLUS LAND

Date: **June 28, 2021**

This letter is an "Offer to Purchase" the below described land.

Tax Parcel ID#: **01-702** Township: **Warsaw**

Offer Amount: **$6,800.00** Bid Deposit Amount (5%): $ **340.00**

Method of Deposit: X Cash _____Check (Check #_____) Must be Certified Check

If approved by the Duplin County Board of Commissioners, please **make the deed out to**:

Latinos Properties, LLC

Phone Number: **910-463-8415** Alternate Number:_____
(Please include area code)

Marital Status: _____Single X Married _____Divorced _____Widow
(Please check one)

If more than one name will be listed on the deed provide the relations of the names listed:

Mail refund check (if offer is upset by another party or Board rejects offer) to:

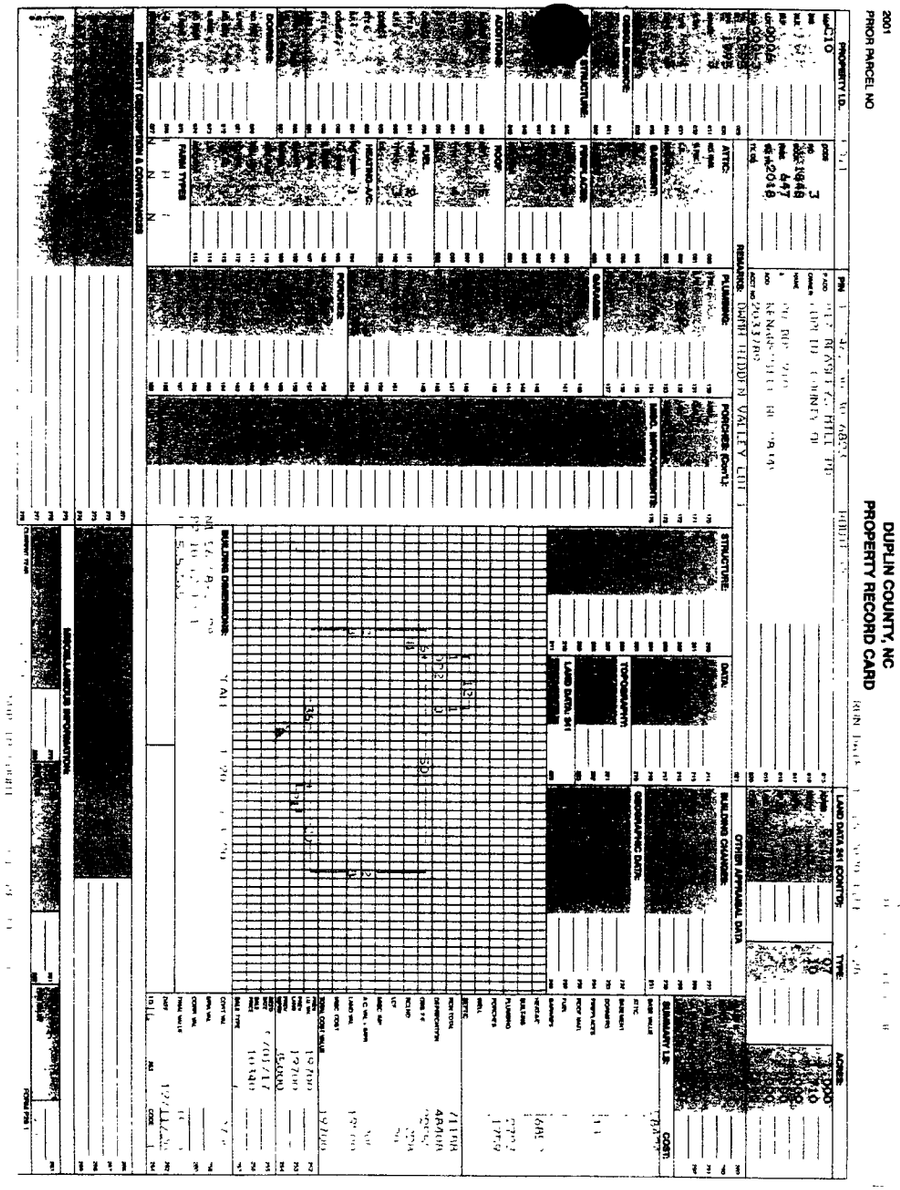
147 Blanton St, Magnolia, NC 28453

I/We, the interested Buyer(s), understand it takes anywhere from 30-45 days for final approval after the Upset Bid process. The property will be sold **"AS IS"** and a Special Warranty Deed will be prepared transferring ownership. If the offer is withdrawn during the process by the Bidder/Buyer, the County will retain the bid deposit. If the Board rejects an offer, the bid deposit will be refunded.

Buyer shall be responsible for all cost with respect to the recording fee and any associated excise taxes due upon recording. Buyer shall pay said cost to County, in addition to the purchase price, within 30 days of final approval of the sale by the Board of Commissioners. Buyer hereby authorizes the County to prepare the deed in accordance with the Offer of Purchase County Owned Surplus Land and record same with the Duplin County Register of Deeds.

Wendy Florian
Signature of Offeror

Date 6/28/21



000373

[redacted]

DUPLIN, COUNTY OF

[redacted]

Parcel #: 01- 702- - -
Account #: 2033789
Deed Ref: 1901/825 2020
Year Built: 0
Deeded Acres: 0
Last Sale Date: 08/05/2019
Year Built: 0

Property Address: 603 PINE STREET
Mailing Address: PO BOX 910 KENANSVILLE NC 28349
Year Built: 0
Last Sale Price: $2,769
Assessed Value: 8900
Property Class: 1
Heat SQ Feet: 0

Misc. Imprv Value: $0
Fire Code:
Notes: CONV_NOTES
Remarks:
Land Value Only: $8900

DUPLIN COUNTY GIS
DISCLAIMER: July 24, 2020
The information gathered from this site is for informational purposes only and the map(s) printed from this site should NOT be used as or in place of an actual survey. The map(s) should NOT be used in sales or conveyances.
Generated by http://gis.duplincountync.com

2001
PRIOR PARCEL NO 01- 486 - -

DUPLIN COUNTY, NC
PROPERTY RECORD CARD

01 702-
WARSAW
DUPLIN COUNTY OF

RUN DATE: 07/30/2020 TIME: 13:05

PROPERTY LD.: 01 702- - -
PIN 01-2475-14-64-5368- ROUTE NO 1170
603 PINE STREET
DUPLIN, COUNTY OF
PO BOX 910
KENANSVILLE NC 28349-
2033789

LAND DATA 241 (CONT'D): TYPE: ACRES:
OTHER APPRAISAL DATA
BUILDING CHANGES:
GEOGRAPHIC DATA:
SUMMARY LS: COST:

REMARKS:
ATTIC:
PLUMBING:
PORCHES (Con't):
STRUCTURE:
DATA:
BASEMENT:
MISC. IMPROVEMENTS:
TOPOGRAPHY:
LAND DATA: 241
OBSOLESCENCE:
GARAGES:
PRIMARY STRUCTURE:
FIREPLACES:
ADDITIONS:
ROOF:
FUEL:
HEATING-A/C:
PORCHES:
DORMERS:
FARM TYPES
T H P
N N N

NO SKETCH DATA AVAILABLE
BUILDING DIMENSIONS: SCALE: X-1: 0 Y-1: 0

LAND VAL	8900
MISC COST	
TOTAL COST VALUE	8900
LAND VAL	3900
SALE DATE	8/05/19
SALE PRICE	2769
SALE TYPE	7
COST VAL	8900
FINAL VALUE	8900
DATE	05/20/20
ID AN	CODE 1

PROPERTY DESCRIPTION & CONSTRAINTS

MISCELLANEOUS INFORMATION
CURRENT YEAR 07/30/20
DUPLIN COUNTY 2017 REVALUATION
FORM P29-1

OFFER TO PURCHASE COUNTY OWNED SURPLUS LAND

Date: July 26, 2021

This letter is an "Offer to Purchase" the below described land.

Tax Parcel ID#: 01-E251 Township: D Warsaw

Offer Amount: $ 4,000.00 Bid Deposit Amount (5%): $200

Method of Deposit: ✓ Cash _____ Check (Check #_____) Must be Certified Check

If approved by the Duplin County Board of Commissioners, please **make the deed out to**:

George Smith
Rasheedah Smith
Appollonia Smith

Phone Number: 704 609 8023 Alternate Number: _____
(Please include area code)

Marital Status. ✓ Single _____Married _____Divorced _____Widow
(Please check one)

If more than one name will be listed on the deed provide the relations of the names listed.

Rasheedah Smith - daughter DOB: 11-21-77
Appollonia Smith - daughter DOB: 02-15-98

Mail refund check (if offer is upset by another party or Board rejects offer) to:

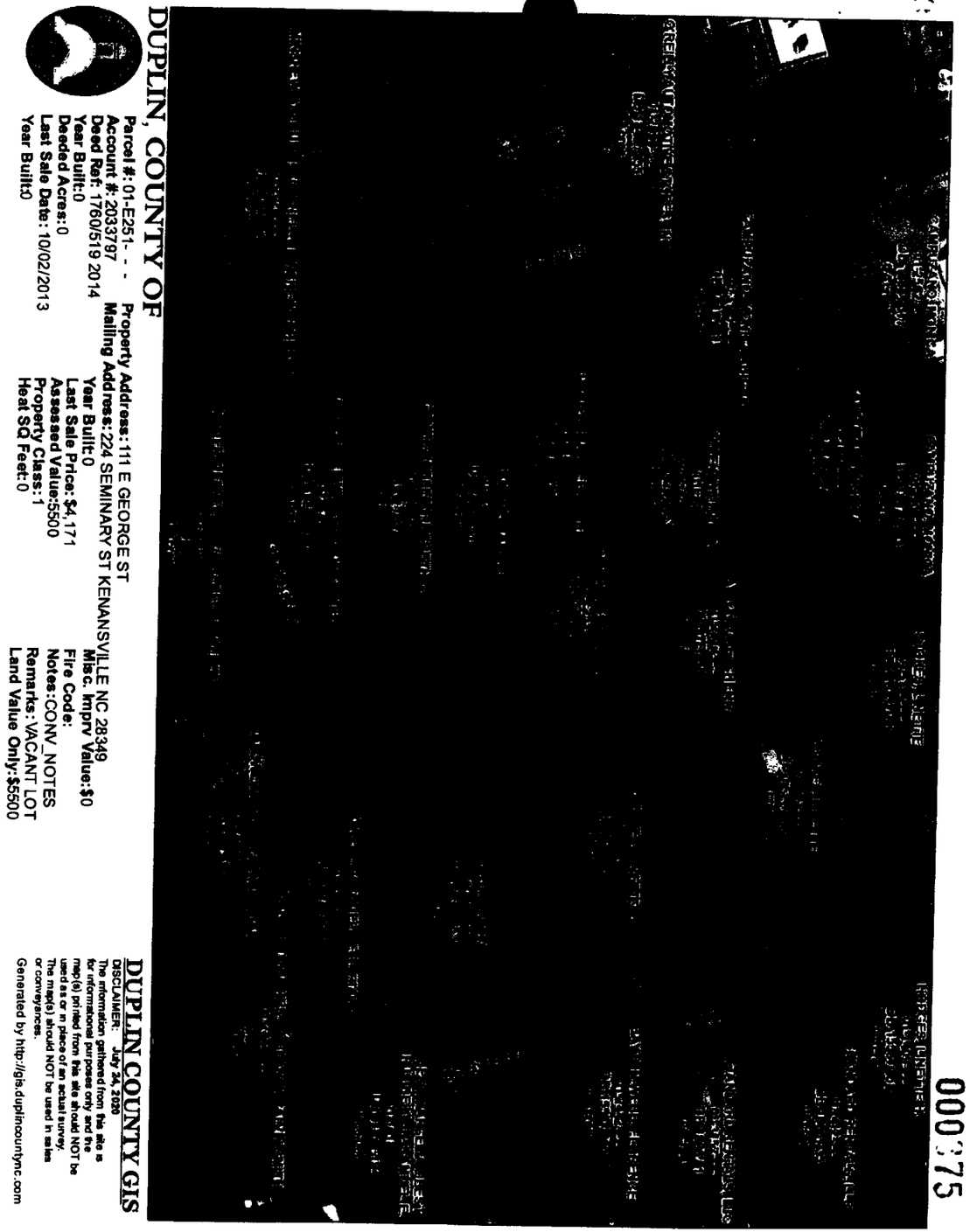
7121 Flying Scotsman Drive
Charlotte, NC 28213

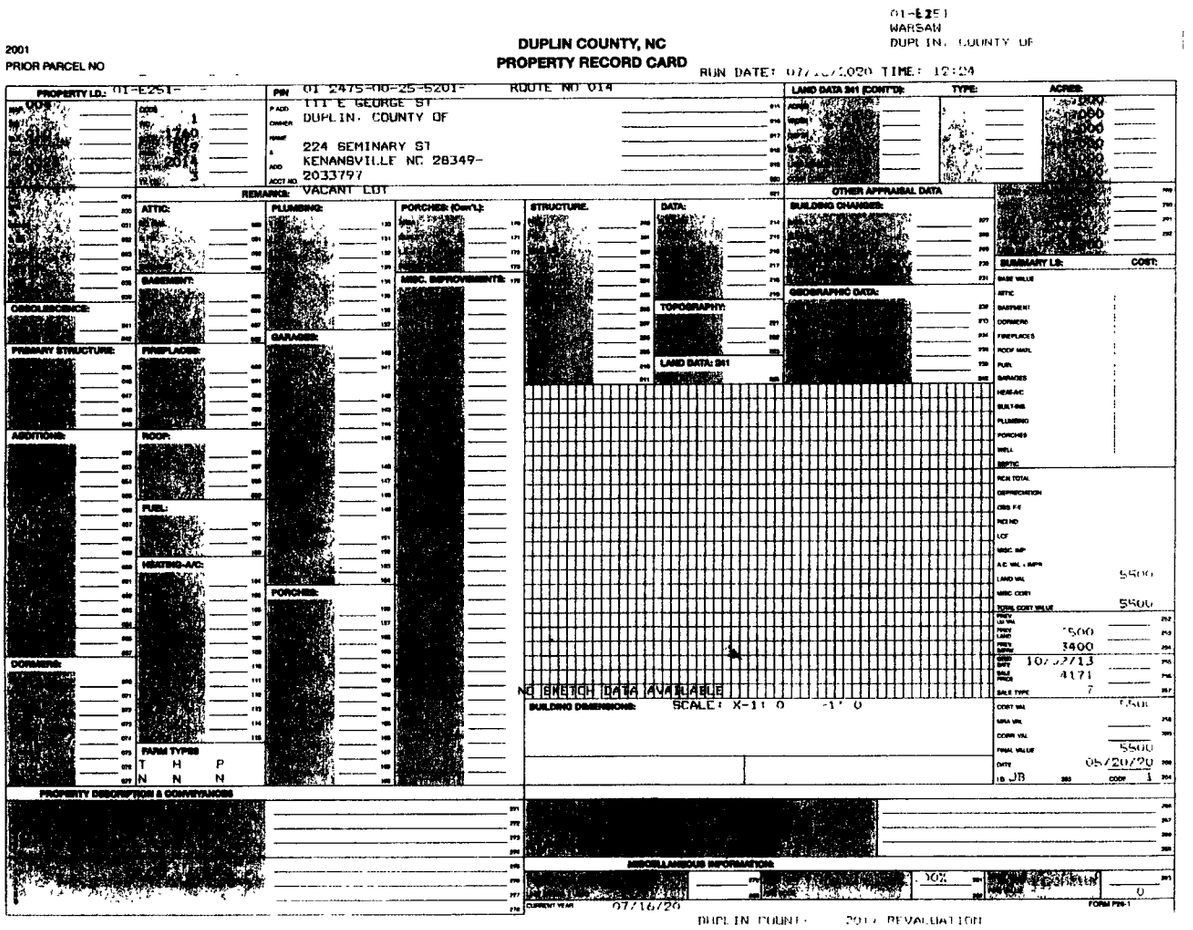
I/We, the interested Buyer(s), understand it takes anywhere from 30-45 days for final approval after the Upset Bid process. The property will be sold **"AS IS"** and a Special Warranty Deed will be prepared transferring ownership If the offer is withdrawn during the process by the Bidder/Buyer, the County will retain the bid deposit. If the Board rejects an offer, the bid deposit will be refunded.

Buyer shall be responsible for all cost with respect to the recording fee and any associated excise taxes due upon recording. Buyer shall pay said cost to County, in addition to the purchase price, within 30 days of final approval of the sale by the Board of Commissioners Buyer hereby authorizes the County to prepare the deed in accordance with the Offer of Purchase County Owned Surplus Land and record same with the Duplin County Register of Deeds.

George Smith
Signature of Offeror

Date 7-26-21




DUPLIN COUNTY, NC
PROPERTY RECORD CARD
2001
PRIOR PARCEL NO
01-E251
WARSAW
DUPLIN COUNTY OF
RUN DATE: 07/16/2020 TIME: 12:04
PROPERTY I.D.: 01-E251-
PIN 01 2475-00-25-5201-
ROUTE NO 014
111 E GEORGE ST
DUPLIN COUNTY OF
224 SEMINARY ST
KENANSVILLE NC 28349-
2033797
REMARKS: VACANT LOT
LAND DATA 3#1 (CONT'D):
TYPE:
ACRES:
OTHER APPRAISAL DATA
BUILDING CHANGES:
GEOGRAPHIC DATA:
SUMMARY LN:
COST:
ATTIC:
PLUMBING:
PORCHES (Conv'L):
STRUCTURE:
DATA:
BASEMENT:
MISC. IMPROVEMENTS:
TOPOGRAPHY:
OBSOLESCENCE:
GARAGES:
LAND DATA 3#1
PRIMARY STRUCTURE:
FIREPLACES:
ADDITIONS:
ROOF:
FUEL:
HEATING-A/C:
PORCHES:
COMMENTS:
FARM TYPES
T H P
N N N
5500
5500
3400
10/22/13
4171
7
5500
05/20/20
JB
NO SKETCH DATA AVAILABLE
BUILDING DIMENSIONS:
SCALE: X-1' 0 -1' 0
PROPERTY DESCRIPTION & CONVEYANCES
MISCELLANEOUS INFORMATION
CURRENT YEAR
07/16/20
DUPLIN COUNTY 2017 REVALUATION

	ACCOUNT DESCRIPTION	ORIGINAL APPROP	REVISED BUDGET	[redacted]	AVAILABLE BUDGET	% USED
REVENUE	**10 GENERAL FUND**	-59,716,771.00	-66,412,706.35	-60,578,626.37	-5,834,079.98	91%
EXPENSE	**10 GENERAL FUND**	59,716,771.00	66,412,706.35	57,904,154.79	8,508,551.56	87%
				[redacted]		
REVENUE	**19 EMERGENCY TELEPHONE**	-425,970.00	-430,660.05	-291,907.84	-138,752.21	68%
EXPENSE	**19 EMERGENCY TELEPHONE**	425,970.00	430,660.05	326,940.96	103,719.09	76%
	(911-FUND)			[redacted]		
REVENUE	**21 CAPITAL RESERVE**	0.00	-1,525,000.00	-787,840.40	-737,159.60	52%
EXPENSE	**21 CAPITAL RESERVE**	0.00	1,525,000.00	1,525,000.00	0.00	100%
	(COUNTY CAPITAL RESERVE FUNDING)			[redacted]		
REVENUE	**22 SCHOOL CAPITAL**	-3,152,771.00	-3,314,218.94	-2,402,474.52	-911,744.42	72%
EXPENSE	**22 SCHOOL CAPITAL**	3,152,771.00	3,314,218.94	3,093,991.76	220,227.18	93%
	(SALES TAX REVENUE FOR PUBLIC SCHOOL CAPITAL)			[redacted]		
REVENUE	**24 AUTOMATION PRESERVATION**	-19,000.00	-33,537.00	-21,569.41	-11,967.59	64%
EXPENSE	**24 AUTOMATION PRESERVATION**	19,000.00	33,537.00	16,321.53	17,215.47	49%
	(ROD AUTOMATION AND PRESERVATION RESERVE G.S. § 161-11.3)			[redacted]		
REVENUE	**25 PROPERTY REVALUATION**	-305,889.00	-476,389.00	-181,295.76	-295,093.24	38%
EXPENSE	**25 PROPERTY REVALUATION**	305,889.00	476,389.00	348,676.17	127,712.83	73%
	(REAPPRAISAL RESERVE G.S. § 153A-150)			[redacted]		
REVENUE	**26 ECONOMIC DEVELOPMENT**	0.00	-479,155.24	-226,747.80	-252,407.44	47%
EXPENSE	**26 ECONOMIC DEVELOPMENT**	0.00	479,155.24	18,700.00	460,455.24	4%
	(COMMUNITY DEVELOPMENT LOANS)			[redacted]		
REVENUE	**27 SCHOOL PLANNING ALLOCATION**	0.00	-1,288,627.03	-640,039.74	-648,587.29	50%
EXPENSE	**27 SCHOOL PLANNING ALLOCATION**	0.00	1,288,627.03	651,925.95	636,701.08	51%
	(LOTTERY FUNDING FOR PUBLIC SCHOOL CAPITAL)			[redacted]		
REVENUE	**28 FIRE TAX**	-2,906,300.00	-3,087,400.00	-3,217,822.99	130,422.99	104%
EXPENSE	**28 FIRE TAX**	2,906,300.00	3,087,400.00	3,346,097.45	-258,697.45	108%
				[redacted]		
REVENUE	**29 TOURISM**	-271,000.00	-271,000.00	-223,175.61	-47,824.39	82%
EXPENSE	**29 TOURISM**	271,000.00	271,000.00	181,336.23	89,663.77	67%
				[redacted]		
REVENUE	**30 DEBT SERVICE**	-4,630,860.00	-4,630,860.00	-4,052,475.46	-578,384.54	88%

	ACCOUNT DESCRIPTION	ORIGINAL APPROP	REVISED BUDGET	[redacted]	AVAILABLE BUDGET	% USED
EXPENSE	**30 DEBT SERVICE**	4,630,860.00	4,630,860.00	1,666,286.20	2,964,573.80	36%
	(DEBT SERVICE FUND FOR GENERAL GOVERNMENT FUNDS)					
REVENUE	**31 GRANT PROJECTS**	-6,113,721.50	-4,113,721.50	-10,892.00	-4,102,829.50	0%
EXPENSE	**31 GRANT PROJECTS**	6,113,721.50	4,122,468.50	396,601.22	3,725,867.28	10%
	(GRANT PROJECTS NOT TIED TO A CAPITAL PROJECT)					
REVENUE	**32 AMERICAN RESCUE PLAN FUNDS**	0.00	0.00	-5,704,875.50	5,704,875.50	#DIV/0!
EXPENSE	**32 AMERICAN RESCUE PLAN FUNDS**	0.00	0.00	[redacted]	0.00	#DIV/0!
REVENUE	**33 COMMUNITY DEVELOPMENT**	-150,000.00	-321,465.00	-212,305.00	-109,160.00	66%
EXPENSE	**33 COMMUNITY DEVELOPMENT**	150,000.00	321,465.00	212,305.00	109,160.00	66%
EVENUE	**34 CDBG 15 I PROJECT**	0.00	0.00	0.00	0.00	#DIV/0!
EXPENSE	**34 CDBG 15 I PROJECT**	0.00	662,725.00	662,725.00	0.00	100%
REVENUE	**35 CDBD12-C**					#DIV/0!
EXPENSE	**35 CDBD12-C**	0.00	1,127,828.83	1,127,828.83	0.00	100%
REVENUE	**36 CDBDSSH12**	-123,228.83	0.00	0.00	0.00	0%
EXPENSE	**36 CDBDSSH12**	0.00	101,771.17	101,771.17	0.00	100%
REVENUE	**42 INDUSTRIAL EXPANSION**	0.00	-55,200.00	-60,200.82	5,000.82	109%
EXPENSE	**42 INDUSTRIAL EXPANSION**	0.00	87,177.14	25,539.00	61,638.14	0%
	(ECONOMIC DEVELOPMENT GRANT PROJECT FUND)					
REVENUE	**43 TRANSPORTATION CAPITAL PROJECTS**	0.00	-283,784.00	-283,784.00	0.00	100%
EXPENSE	**43 TRANSPORTATION CAPITAL PROJECTS**	0.00	283,784.00	4,817.00	278,967.00	0%
	(TRANSPORTATION CAPITAL PROJECTS)					
REVENUE	**44 AIRPORT CAPITAL**	-17,988,725.58	-8,956,628.00	-3,014,519.89	-5,942,108.11	34%
EXPENSE	**44 AIRPORT CAPITAL**	11,889,816.20	18,019,195.46	11,951,809.97	6,067,385.49	66%
REVENUE	**45 CAPITAL PROJECTS**	-74,696,807.28	-7,207,297.45	-2,365,210.38	-4,842,087.07	33%
EXPENSE	**45 CAPITAL PROJECTS**	6,971,673.08	72,512,291.32	66,341,686.60	6,170,604.72	91%

	ACCOUNT DESCRIPTION	ORIGINAL APPROP	REVISED BUDGET	[redacted]	AVAILABLE BUDGET	% USED
	(GENERAL GOVERNMENT CAPITAL PROJECTS)					
REVENUE	**46 WATER CAPITAL**	-235,000.00	-323,625.00	-19,824.59	-303,800.41	6%
EXPENSE	**46 WATER CAPITAL**	235,000.00	323,625.00	241,929.58	81,695.42	75%
REVENUE	**61 WATER**	-3,128,248.00	-3,136,805.00	-3,755,494.26	618,689.26	120%
EXPENSE	**61 WATER**	3,128,248.00	3,136,805.00	2,850,287.06	286,517.94	91%
REVENUE	**62 WATER DEBT SERVICE**	-1,092,288.00	-1,092,288.00	-1,092,287.50	-0.50	100%
EXPENSE	**62 WATER DEBT SERVICE**	1,092,288.00	1,092,288.00	1,092,287.50	0.50	100%
REVENUE	**64 TRANSPORTATION**	-1,046,278.00	-1,761,451.09	-1,301,802.46	-459,648.63	74%
EXPENSE	**64 TRANSPORTATION**	1,046,278.00	1,761,451.09	1,115,722.84	645,728.25	63%
REVENUE	**65 AIRPORT**	-862,545.00	-1,366,981.40	-1,272,915.91	-94,065.49	93%
EXPENSE	**65 AIRPORT**	862,545.00	1,366,981.40	662,615.89	704,365.51	48%
REVENUE	**66 SOLID WASTE**	-3,883,483.00	-4,116,214.41	-3,571,134.90	-545,079.51	87%
EXPENSE	**66 SOLID WASTE**	3,883,483.00	4,116,214.41	3,920,249.43	195,964.98	95%
ENUE	**89 INSURANCE**	-6,654,354.00	-6,654,354.00	-5,941,636.81	-712,717.19	89%
ENSE	**89 INSURANCE**	6,654,354.00	6,654,354.00	6,297,050.73	357,303.27	95%
	REVENUES	-187,403,240.19	-121,339,368.46	-101,230,859.92	-20,108,508.54	
	EXPENDITURES	113,455,967.78	197,639,978.93	166,084,657.86	31,555,321.07	

PURCHASE MONTH	DISTRIBUTION MONTH	FY 21 ACTUAL	FY 20 ACTUAL	FY 19 ACTUAL
JULY	OCTOBER	253.14	-	29.32
AUGUST	NOVEMBER	44.21	21.51	17.88
SEPTEMBER	DECEMBER	10.14	37.08	30.97
OCTOBER	JANUARY	15.51	(9.96)	20.50
NOVEMBER	FEBRUARY	(22.36)	15.43	17.92
DECEMBER	MARCH	(188.91)	(62.60)	61.66
JANUARY	APRIL	-	29.53	4.90
FEBRUARY	MAY	18.58	64.55	13.56
MARCH	JUNE	4.28	-	73.43
APRIL	JULY	-	28.45	66.18
MAY	AUGUST	-	12.46	25.76
JUNE	SEPTEMBER	-	36.19	11.22
	ARTICLE TOTAL	**134.59**	**172.64**	**373.30**

PURCHASE MONTH	DISTRIBUTION MONTH	FY 21 ACTUAL	FY 20 ACTUAL	FY 19 ACTUAL
JULY	OCTOBER	139,634.41	134,608.83	125,841.53
AUGUST	NOVEMBER	139,815.46	134,645.17	125,955.78
SEPTEMBER	DECEMBER	139,815.46	134,645.17	125,955.78
OCTOBER	JANUARY	139,815.46	134,645.17	125,955.78
NOVEMBER	FEBRUARY	139,812.65	134,654.64	125,950.75
DECEMBER	MARCH	139,812.65	134,654.64	125,950.75
JANUARY	APRIL	139,812.65	134,654.64	125,950.75
FEBRUARY	MAY	139,812.65	134,654.64	125,950.75
MARCH	JUNE	139,812.65	134,654.64	125,950.74
APRIL	JULY	-	134,654.64	125,950.74
MAY	AUGUST	-	134,654.64	125,950.74
JUNE	SEPTEMBER	-	139,634.41	134,608.83
	ARTICLE TOTAL	**1,258,144.04**	**1,620,761.23**	**1,519,972.92**

PURCHASE MONTH	DISTRIBUTION MONTH	FY 21 ACTUAL	FY 20 ACTUAL	FY 19 ACTUAL
JULY	OCTOBER	(100,004.97)	(92,920.89)	(80,298.79)
AUGUST	NOVEMBER	(90,917.30)	(92,573.77)	(84,402.70)
SEPTEMBER	DECEMBER	(96,637.64)	(88,150.97)	(82,428.38)
OCTOBER	JANUARY	(95,698.71)	(95,781.46)	(85,599.16)
NOVEMBER	FEBRUARY	(102,869.56)	(93,251.13)	(90,160.96)
DECEMBER	MARCH	(114,866.63)	(96,113.89)	(98,379.91)
JANUARY	APRIL	(94,582.66)	(78,373.42)	(72,124.85)
FEBRUARY	MAY	(77,852.07)	(77,978.22)	(69,869.19)
MARCH	JUNE	(116,904.76)	(84,643.01)	(96,891.29)
APRIL	JULY	-	(73,119.66)	(89,714.63)
MAY	AUGUST	-	(83,813.86)	(94,450.24)
JUNE	SEPTEMBER	-	(107,145.19)	(97,542.23)
	ARTICLE TOTAL	**(890,334.30)**	**(1,063,865.47)**	**(1,041,862.33)**
	GRAND TOTAL	**6,679,054.28**	**7,982,734.38**	**7,634,562.91**

PURCHASE MONTH	DISTRIBUTION MONTH	FY 21 ACTUAL	FY 20 ACTUAL	FY 19 ACTUAL
JULY	OCTOBER	427,182.25	371,916.14	320,661.40
AUGUST	NOVEMBER	392,404.62	360,620.63	337,430.33
SEPTEMBER	DECEMBER	405,011.20	349,733.50	321,559.57
OCTOBER	JANUARY	384,453.05	312,806.25	287,758.64
NOVEMBER	FEBRUARY	351,358.13	324,260.21	373,722.18
DECEMBER	MARCH	443,143.03	385,470.62	335,552.24
JANUARY	APRIL	404,614.63	308,735.82	317,560.53
FEBRUARY	MAY	358,703.95	334,656.45	369,148.66
MARCH	JUNE	456,776.99	395,814.23	398,482.84
APRIL	JULY	-	358,972.48	384,887.66
MAY	AUGUST	-	423,459.22	377,800.97
JUNE	SEPTEMBER	-	434,452.58	383,328.15
	ARTICLE TOTAL	**3,623,647.85**	**4,360,898.13**	**4,207,893.17**

PURCHASE MONTH	DISTRIBUTION MONTH	FY 21 ACTUAL	FY 20 ACTUAL	FY 19 ACTUAL
JULY	OCTOBER	270,611.54	246,798.95	215,442.99
AUGUST	NOVEMBER	249,665.05	245,993.68	221,351.98
SEPTEMBER	DECEMBER	264,679.48	236,541.36	223,653.34
OCTOBER	JANUARY	258,943.88	244,160.94	220,292.87
NOVEMBER	FEBRUARY	282,949.70	243,112.19	239,011.17
DECEMBER	MARCH	307,713.65	257,850.17	266,924.52
JANUARY	APRIL	260,484.04	211,142.30	194,408.23
FEBRUARY	MAY	229,954.52	214,412.24	201,940.93
MARCH	JUNE	310,766.01	246,009.32	259,957.65
APRIL	JULY	-	212,725.85	241,387.67
MAY	AUGUST	-	243,062.32	249,539.14
JUNE	SEPTEMBER	-	287,097.44	260,768.10
	ARTICLE TOTAL	**2,435,767.86**	**2,888,906.76**	**2,794,678.58**

PURCHASE MONTH	DISTRIBUTION MONTH	FY 21 ACTUAL	FY 20 ACTUAL	FY 19 ACTUAL
JULY	OCTOBER	21,433.94	10,160.81	11,214.42
AUGUST	NOVEMBER	21,223.96	6,219.79	3,604.01
SEPTEMBER	DECEMBER	17,808.56	9,497.24	8,512.13
OCTOBER	JANUARY	10,615.56	(18,538.74)	(12,267.14)
NOVEMBER	FEBRUARY	10,746.11	(8,969.02)	13,878.99
DECEMBER	MARCH	4,059.20	11,121.96	10,600.77
JANUARY	APRIL	20,523.57	8,700.50	19,738.05
FEBRUARY	MAY	51,965.26	19,674.08	46,067.86
MARCH	JUNE	93,318.08	37,655.00	14,696.86
APRIL	JULY	-	39,087.83	19,661.96
MAY	AUGUST	-	47,847.01	8,899.47
JUNE	SEPTEMBER	-	13,404.63	8,899.88
	ARTICLE TOTAL	**251,694.24**	**175,861.09**	**153,507.27**

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PURCHASE MONTH	DISTRIBUTION MONTH	FY 21 ACTUAL	FY 20 ACTUAL	FY 19 ACTUAL
JULY	OCTOBER	427,182.25	371,916.14	320,661.40
AUGUST	NOVEMBER	392,404.62	360,620.63	337,430.33
SEPTEMBER	DECEMBER	405,011.20	349,733.50	321,559.57
OCTOBER	JANUARY	384,453.05	312,806.25	287,758.64
NOVEMBER	FEBRUARY	351,358.13	324,260.21	373,722.18
DECEMBER	MARCH	443,143.03	385,470.62	335,552.24
JANUARY	APRIL	404,614.63	308,735.82	317,560.53
FEBRUARY	MAY	358,703.95	334,656.45	369,148.66
MARCH	JUNE	456,776.99	395,814.23	398,482.84
APRIL	JULY	459,458.81	358,972.48	384,887.66
MAY	AUGUST	-	423,459.22	377,800.97
JUNE	SEPTEMBER	-	434,452.58	383,328.15
	ARTICLE TOTAL	**4,083,106.66**	**4,360,898.13**	**4,207,893.17**

PURCHASE MONTH	DISTRIBUTION MONTH	FY 21 ACTUAL	FY 20 ACTUAL	FY 19 ACTUAL
JULY	OCTOBER	270,611.54	246,798.95	215,442.99
AUGUST	NOVEMBER	249,665.05	245,993.68	221,351 98
SEPTEMBER	DECEMBER	264,679.48	236,541.36	223,653.34
OCTOBER	JANUARY	258,943.88	244,160.94	220,292.87
NOVEMBER	FEBRUARY	282,949.70	243,112.19	239,011 17
DECEMBER	MARCH	307,713.65	257,850.17	266,924.52
JANUARY	APRIL	260,484 04	211,142.30	194,408.23
FEBRUARY	MAY	229,954.52	214,412.24	201,940.93
MARCH	JUNE	310,766.01	246,009.32	259,957.65
APRIL	JULY	289,056.33	212,725.85	241,387.67
MAY	AUGUST	-	243,062.32	249,539.14
JUNE	SEPTEMBER	-	287,097.44	260,768.10
	ARTICLE TOTAL	**2,724,824.20**	**2,888,906.76**	**2,794,678.58**

PURCHASE MONTH	DISTRIBUTION MONTH	FY 21 ACTUAL	FY 20 ACTUAL	FY 19 ACTUAL
JULY	OCTOBER	21,433.94	10,160.81	11,214.42
AUGUST	NOVEMBER	21,223.96	6,219.79	3,604.01
SEPTEMBER	DECEMBER	17,808 56	9,497.24	8,512.13
OCTOBER	JANUARY	10,615 56	(18,538.74)	(12,267 14)
NOVEMBER	FEBRUARY	10,746.11	(8,969.02)	13,878.99
DECEMBER	MARCH	4,059.20	11,121.96	10,600.77
JANUARY	APRIL	20,523.57	8,700.50	19,738.05
FEBRUARY	MAY	51,965 26	19,674.08	46,067.86
MARCH	JUNE	93,318 08	37,655.00	14,696.86
APRIL	JULY	18,783 51	39,087.83	19,661.96
MAY	AUGUST	-	47,847.01	8,899.47
JUNE	SEPTEMBER	-	13,404.63	8,899.88
	ARTICLE TOTAL	**270,477.74**	**175,861.09**	**153,507.27**

	FY 21 BUDGET	FY 21 RECEIPTS	FY 21 ESTIMATE	FY 20 RECEIPTS
ARTICLE 39	2,915,743.00	2,733,313.55	3,644,418.07	3,297,032.66
ARTICLE 40	2,710,431.00	2,435,767.86	3,247,690.48	2,888,906.76
ARTICLE 42	94,767.00	251,694.24	335,592.32	175,861.09
ARTICLE 44	-	134.59	179.45	172.64
ARTICLE 44-524	1,511,247.00	1,258,144.04	1,677,525.39	1,620,761.23
	7,232,188.00	6,679,054.28	8,905,405.71	7,982,734.38

	FY 21 BUDGET	FY 21 RECEIPTS	FY 21 ESTIMATE	FY 20 RECEIPTS
ARTICLE 39	2,915,743 00	3,084,803.99	3,701,764.79	3,297,032.66
ARTICLE 40	2,710,431.00	2,724,824.20	3,269,789.03	2,888,906.76
ARTICLE 42	94,767.00	270,477.74	324,573.29	175,861.09
ARTICLE 44	-	134 59	161 51	172.64
ARTICLE 44-524	1,511,247 00	1,397,956.69	1,677,548.03	1,620,761.23
	7,232,188.00	7,478,197 21	8,973,836.65	7,982,734.38

PURCHASE MONTH	DISTRIBUTION MONTH	FY 21 ACTUAL	FY 20 ACTUAL	FY 19 ACTUAL
JULY	OCTOBER	253.14	-	29.32
AUGUST	NOVEMBER	44.21	21.51	17.88
SEPTEMBER	DECEMBER	10.14	37.08	30.97
OCTOBER	JANUARY	15.51	(9.96)	20.50
NOVEMBER	FEBRUARY	(22.36)	15.43	17.92
DECEMBER	MARCH	(188.91)	(62.60)	61.66
JANUARY	APRIL	-	29.53	4.90
FEBRUARY	MAY	18.58	64.55	13.56
MARCH	JUNE	4.28	-	73.43
APRIL	JULY	-	28.45	66.18
MAY	AUGUST	-	12.46	25.76
JUNE	SEPTEMBER	-	36.19	11.22
	ARTICLE TOTAL	**134.59**	**172.64**	**373.30**

PURCHASE MONTH	DISTRIBUTION MONTH	FY 21 ACTUAL	FY 20 ACTUAL	FY 19 ACTUAL
JULY	OCTOBER	139,634.41	134,608.83	125,841.53
AUGUST	NOVEMBER	139,815.46	134,645.17	125,955.78
SEPTEMBER	DECEMBER	139,815.46	134,645.17	125,955.78
OCTOBER	JANUARY	139,815.46	134,645.17	125,955.78
NOVEMBER	FEBRUARY	139,812.65	134,654.64	125,950.75
DECEMBER	MARCH	139,812.65	134,654.64	125,950.75
JANUARY	APRIL	139,812.65	134,654 64	125,950.75
FEBRUARY	MAY	139,812.65	134,654.64	125,950.75
MARCH	JUNE	139,812.65	134,654.64	125,950.74
APRIL	JULY	139,812.65	134,654.64	125,950.74
MAY	AUGUST	-	134,654.64	125,950.74
JUNE	SEPTEMBER	-	139,634.41	134,608.83
	ARTICLE TOTAL	**1,397,956.69**	**1,620,761.23**	**1,519,972.92**

PURCHASE MONTH	DISTRIBUTION MONTH	FY 21 ACTUAL	FY 20 ACTUAL	FY 19 ACTUAL
JULY	OCTOBER	(100,004.97)	(92,920.89)	(80,298.79)
AUGUST	NOVEMBER	(90,917.30)	(92,573.77)	(84,402.70)
SEPTEMBER	DECEMBER	(96,637.64)	(88,150.97)	(82,428.38)
OCTOBER	JANUARY	(95,698.71)	(95,781.46)	(85,599.16)
NOVEMBER	FEBRUARY	(102,869.56)	(93,251.13)	(90,160.96)
DECEMBER	MARCH	(114,866.63)	(96,113.89)	(98,379.91)
JANUARY	APRIL	(94,582.66)	(78,373.42)	(72,124.85)
FEBRUARY	MAY	(77,852.07)	(77,978.22)	(69,869.19)
MARCH	JUNE	(116,904.76)	(84,643.01)	(96,891.29)
APRIL	JULY	(107,968.37)	(73,119.66)	(89,714.63)
MAY	AUGUST	-	(83,813.86)	(94,450.24)
JUNE	SEPTEMBER	-	(107,145.19)	(97,542.23)
	ARTICLE TOTAL	**(998,302.67)**	**(1,063,865.47)**	**(1,041,862.33)**
	GRAND TOTAL	**7,478,197.21**	**7,982,734.38**	**7,634,562.91**

	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
CENTRAL DEPOSITORY	3 193,166 14	5 571 408 20	2 572,725 96	1,852,152 71	2,357,640 34	4,791,026 76	2 176,581 46	1 759 918 83	1,921,425 98	2 054 362 05	4,920,689 11	2,153 195 26
MONEY MARKET ACCOUNT	1 036,744 16	1 037,095 46	1 037,435 55	1,037,787 09	22,544,472 60	24,051,953 37	28 060,958 75	26,569,488 32	21,578,077 77	18,584 822 34	21 891,771 70	23,104,475 25
DSS TRUST	47,592 58	47,349 43	41,014 26	42,702 09	29,921 90	33,548 74	28,086 74	31,296 39	27,589 73	30,826 08	30,721 57	29,757 67
TOURISM	46,113 52	57,463 06	71,148 73	65 156 03	77,234 09	72,936 62	68,101 06	76,544 99	69,859 81	65,917 25	83,945 94	72,363 09
FSA ACCOUNT***	30,363 43	30,363 43	30,167 35	-	-	-	-	-	-	-	-	-
GENERAL FUND	3,406,882 49	8,096,296 09	6,220,001 99	4,522,758 23	1,677,236 71	398,309 79	1,615,128 87	1,592,171 78	4,128 913 82	5,036,557 22	1,759,337 12	2,764 424 23
GENERAL FUND-TERM *	9,358,860 49	14,359,441 80	19,359,879 50	-	-	-	-	-	-	-	-	-
AIRPORT	302 370 60	302 381 61	302 387 07	302,389 94	302,392 43	302 395 00	302,397 57	302,399 89	302 402 46	302,404 95	302 407 52	302,410 01
PROPERTY REVALUATION	721,348 49	721,374 76	721,387 79	721,394 65	721,400 58	721 406 71	721,412 84	721 418 38	721 424 51	721 430 44	721,436 57	721,442 50
COUNTY BUDGETED TRUST FUND	158,922 06	158,927 85	158,930 72	158,932 23	158,933 54	158,934 89	158,936 24	158,937 46	158,938 81	158,940 12	158,941 47	158,942 78
SOLID WASTE	1,436,197 00	1,436,249 30	1,436,275 25	2,569,296 87	2 569,317 99	2,569,339 81	2,569,361 63	2,569,381 34	2,569 403 17	2 569,424 29	2 569,446 11	2,569,467 23
SOLID WASTE-TERM POST-CLOSURE RESERVE *	1,132,904 30	1,132,968 52	1,132,994 55	-	-	-	-	-	-	-	-	-
TOURISM	631,302 36	631,325 35	631,336 76	631,342 76	631 347 95	631,353 31	631,358 67	631,363 51	631,368 87	631,374 06	631 379 42	631,384 61
WATER FUND	9,325,378 51	9 325,718 12	9,325,886 62	9,325,975 24	9,326 051 90	9,326 131 11	9,326,210 33	9,326,281 88	9,326,361 11	9,326,437 77	9,326 516 99	9,326,593 66
COMMUNITY DEVELOPMENT	1,494,985 40	1,495,039 84	1,495,066 85	1,495,081 06	1,495,093 35	1 495 106 05	1,495,118 75	1 495,130 22	1,495,142 92	1 495,155 21	1,495,167 91	1,495,180 20
INSURANCE FUND	220,777 05	220,785 09	220,789 06	220,791 18	220,793 00	220,794 88	220,796 76	220,798 45	220,800 33	220,802 15	220,804 03	220,805 85
CAPITAL RESERVE SCHOOLS	4,335,314 46	4,589,159 89	4,902,777 28	5,198,140 12	5 467,261 19	5,751,811 19	6,031,324 15	6,286 556 07	6,594,064 16	6,873,295 71	7 121,792 46	7,436,592 84
EMERGENCY TELEPHONE	429,332 53	429,348 17	429,355 93	429,360 01	429,363 54	429,367 19	429,370 84	429,374 13	429,377 78	429,381 31	429,384 96	429,388 49
TRANSPORTATION	1,177,770 14	1,177,813 03	1,177,834 31	1,177,845 50	1,177,855 18	1,177,865 18	1,177,875 18	1,177,884 22	1,177,894 22	1 177,903 90	1,177,913 90	1,177,923 58
CAPITAL RESERVE	2,465,384 08	2,465,473 86	2,465,518 41	2,465,541 84	2,465,562 11	2,465,583 05	2,465,603 99	2,465,622 91	2,465,643 86	2,465,664 13	2 465,685 07	1,726 529 88
DUPLIN COMMONS CAPITAL RESERVE	640,460 80	640,484 12	640,495 69	640,501 78	640,507 05	640,512 49	640,517 93	640,522 84	640,528 28	640,533 55	640,538 99	640,544 26
BNY MELLON INTEREST	86 22	86 22	1,029,723 67	1 79	1 79	1 79	1 79	1 79	1,029,723 57	1 69	1 69	1 69
BNY MELLON PRINCIPAL	148 46	148 46	148 46	148 47	148 47	148 47	148 47	148 47	1,935,003 18	3 18	3 18	3 18
BOND ACCOUNT	5 00	5 00	5 00	5 00	5 00	5 00	5 00	5 00	5 00	5 00	5 00	5 00
INSURANCE CLAIMS ACCOUNT**	342,352 68	290,561 36	290,035 78	295,535 85	295,341 45	295,563 87	295,543 92	296,032 97	296,014 30	296,001 60	295,927 88	-

*The NCCMT board voted to close the term portfolio The funds available were transferred to the respective fund accounts for General fund and Solid waste

**INSURANCE CLAIMS ACCOUNT WAS CLOSED IN JUNE AND DEPOSITED TO THE INSURANCE FUND

'22 INSURANCE CLAIMS ACCOUNT

MONTHLY PAYMENT TO RISK RESERVE

DRAFT MONTH	AMOUNT	COVERED EMPLOYEES
JULY	523,291.14	545
AUGUST	516,313.46	538
SEPTEMBER		
OCTOBER		
NOVEMBER		
DECEMBER		
JANUARY		
FEBRUARY		
MARCH		
APRIL		
MAY		
JUNE		
YTD EXEPNDTIURES	1,039,604.60	542 AVERAGE LIVES COVERED

WEEKLY CLAIMS PAID FROM RCHIP RESERVE		RESERVE BALANCE
6/30/2021	$	1,115,955.52
7/2/2021		$76,732.51
7/9/2021		$83,591.06
7/16/2021		$141,342.31
7/23/2021		
7/30/2021		
8/6/2021		
8/13/2021		
8/20/2021		
8/27/2021		
9/3/2021		
9/10/2021		
9/17/2021		
9/24/2021		
10/1/2021		
10/8/2021		
10/15/2021		
10/22/2021		
10/29/2021		
11/5/2021		
11/12/2021		
11/19/2021		
11/26/2021		
12/3/2021		
12/10/2021		
12/17/2021		
12/24/2021		
12/31/2021		
1/7/2022		
1/14/2022		
1/21/2022		
1/28/2022		
2/4/2022		
2/11/2022		
2/18/2022		
2/25/2022		
3/4/2022		
3/11/2022		

FY 22 INSURANCE CLAIMS REPORT

3/18/2022	
3/25/2022	
4/1/2022	
4/8/2022	
4/15/2022	
4/22/2022	
4/29/2022	
5/6/2022	
5/13/2022	
5/20/2022	
5/27/2022	
6/3/2022	
6/10/2022	
6/17/2022	
6/24/2022	

TOTAL CLAIMS PAID YTD	**$301,665.88**
PROJECTED CLAIMS PAID FROM RESERVE	**5,228,875.25**
PROJECTED NCHIP RESERVE	**2,119,637.96**