

COLUMBUS COUNTY BOARD OF COMMISSIONERS**Monday, November 21, 2022****5:45 P.M. – Closed Session****6:30 P.M. – Regular Session**

The Honorable Columbus County Commissioners met on the above stated date and time at the Columbus County Board of Commissioners Chamber, 127 West Webster Street, Whiteville, North Carolina 28472, for the purpose of conducting the Regular Session, it being the third Monday.

COMMISSIONERS PRESENT:

Ricky Bullard, **Chairman**
 Jerome McMillian, **Vice Chairman**
 Chris Smith
 Giles E. Byrd
 Lavern Coleman
 Brent Watts
 Charles T. McDowell

APPOINTEES PRESENT:

Edwin H. Madden, Jr., **County Manager**
 Boyd Worley, **Board Attorney**
 Amanda B. Prince, **Staff Attorney/Deputy
 Clerk to Board**

Agenda Item #1: MEETING CALLED to ORDER:

At 5:45 P.M., Chairman Ricky Bullard called the Monday, November 21, 2022 Columbus County Board of Commissioners Regular Session Meeting to order.

RECESS REGULAR SESSION and enter CLOSED SESSION IN ACCORDANCE with N.C.G.S. § 143-318.11(A)(3) ATTORNEY-CLIENT PRIVILEGE:

At 5:50 P.M., Commissioner Smith made a motion to recess Regular Session and enter into Closed Session in accordance with N.C.G.S § 143-318.11(A)(3) Attorney-Client privilege, seconded by Commissioner McMillian. The Motion unanimously passed.

Agenda Item #2: CLOSED SESSION IN ACCORDANCE WITH N.C.G.S §143-318.11(A)(3) ATTORNEY –CLIENT PRIVILEGE AND N.C.G.S § 143-318.11 (A) (6) PERSONNEL

No official action was taken.

RECESS CLOSED SESSION:

At 5:45 P.M., Commissioner McDowell made a motion to recess Closed Session, seconded by Commissioner McMillian. The motion unanimously passed.

Agenda Items # 3 and #4: INVOCATION and PLEDGE of ALLEGIANCE:

The invocation was delivered by Commissioner McDowell. Everyone in attendance stood and pledged Allegiance to the Flag of the United States of America which was led by Community Commissioner McMillian.

Agenda Item# 5: BOARD MINUTES APPROVAL:

- A. September 19, 2022 – Regular Session
- B. October 3, 2022 – Regular Session
- C. October 5, 2022 – Emergency Meeting
- D. October 17, 2022 – Regular Session
- E. October 28, 2022 – Closed Session Special Called Meeting

MOTION:

Commissioner McDowell made a motion to approve the Board Minutes, seconded by Commissioner McMillian. The motion unanimously passed.

Agenda Item #6: APPROVAL OF SEPTEMBER 21, 2022 AGENDA:

A. Tax Refunds and Releases

MOTION:

Commissioner Coleman made a motion to approve the agenda, tax refunds and releases, seconded by Commissioner McMillian.

Agenda ADD-ON Items #6A and 6B:

6A. Sheriff Office Building Committee

Sheriff's Office
Architectural Committee

Department	Appointee	Designee
County Manager	Edwin Madden	
Chairman	Ricky Bullard	
Finance	Lacie Jacobs	
Sheriff	Sheriff Rogers	
Maintenance	Stuart Carroll	

6B. Extension to the County Managers Contract

STATE OF NORTH CAROLINA

EMPLOYMENT AGREEMENT

COUNTY OF COLUMBUS

THIS AGREEMENT, made this 21st day of November, 2022, between the COUNTY OF COLUMBUS, a body politic of the State of North Carolina in Columbus County, North Carolina, party of the first part, (hereinafter also called "Employer"), and EDWIN H. MADDEN, JR. of Bladen County, North Carolina, party of the second part, (hereinafter also called "Employee");

WITNESSETH:

THAT THE PARTIES HERETO, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable considerations to each in hand paid by the other, including the exchange of covenants and agreements hereinafter made, the receipt and sufficiency whereof is hereby acknowledged by each party, have contracted and agreed and do by these presents contract and agree that Employer does hereby hire and employ Employee, and Employee does hereby accept and agree to commence and perform employment offered by the Employer as hereinafter more fully described, and upon and subject to the terms hereinafter set forth and the laws of the State of North Carolina:

1. **EMPLOYMENT:** Employer does hereby employ Employee and Employee does hereby accept an appointed employment position from the Employer as County Manager for Columbus County North Carolina, said appointed position of County Manager having heretofore been established by March 7, 1983 ordinance of the Columbus Board of Commissioners acting pursuant to authority granted by North Carolina General Statute 153A-81. Employee understands and agrees that the nature and definition of the office of County Manager, as well as the powers, duties and responsibilities of said office, are defined by North Carolina General Statute 153A-82 and any other duties may be delegated by Board of Commissioners of Columbus County, either by general resolution, or by specific directives related to one or more specific matters. It is further understood and agreed that the County Manager may be terminated by appropriate resolution of the Columbus County Board of Commissioners at any time, but that the provisions regarding salary and other forms of compensation, if any, beneficial to the Employee shall nevertheless be governed by the terms of this agreement and not by the elimination of the position of the County Manager.
2. **TERM:** This agreement shall commence on November 21, 2022, and shall terminate at midnight on the 31st day of December 2026. This agreement will automatically renew for three additional years unless either Employer or employee shall give the other written notice of non-renewal of sixty (60) days prior to the termination of the contract.

3. **COMPENSATION:** As compensation for Employee's services, Employer shall pay to Employee an annual salary of ONE HUNDRED SEVENTY-NINE THOUSAND, TWO HUNDRED, TWENTY-FIVE DOLLARS (\$179,225.00), plus an annual cost of living increase payable in equal, monthly increments, scheduled according to the usual pay schedule for other employees of the County upon approval by the Columbus County Board of Commissioners each fiscal year. The minimum salary payable to the Employee shall not be less than \$179,225 per annum. Salary payments shall be subject to all appropriate withholding and other applicable taxes.
- In addition to the annual salary, Employee's compensation for public service to Employer shall include final compensation payable as provided in Paragraph 13, if and when Employee is terminated by Employer without cause or submits his resignation involuntarily.
4. **DUTIES:** The Employee is engaged as County Manager for Columbus County, which position is defined as Chief Executive Officer of Columbus County. The Manager shall be responsible to the County Commission for administering all county government affairs placed in his charge by the Board of Commissioners, and shall have the powers and duties pursuant to the authority granted with North Carolina General Statutes 153A-82; PROVIDED, that supervision of the County Clerk shall be in accordance with all laws, rules and regulations applicable to that office. The Columbus County Board of Commissioners delegated by vote the duty to directly supervise and oversee the Columbus County Clerk to the Board of Commissioners to the County Manager to assure the proper and timely performance of the duties of that office, and to coordinate the activities of that office with the remainder of the County's activities and business. The County Manager shall also serve as Budget Officer for Columbus County. As Budget Officer, the Manager shall develop the tentative budget each year as contemplated and prescribed in Chapter 159 of the North Carolina General Statutes. In the performance of other powers and duties, the Manager may also utilize his time and talents, at the request of the appropriate officials for the county commission, or on his own initiative, to explore and develop opportunities for improvement of any county service or services, for capital investment, and construction or improvement in the County. The Manager shall also have the right and authority, consistent with law and the policies of the Columbus County Commission, to initiate and conduct investigations into matters deemed appropriate and necessary to him concerning the operations of county government and/or its employees, contractual personnel and public contractors, and other matters touching upon or affecting, or reasonably anticipated to affect the well-being and operation of Columbus County. The Manager is expected to and shall, upon his own initiative, develop and propose ordinances to the Commission for their consideration on matters deemed by the Manager to be necessary or desirable in and for Columbus County. The Manager is expected to bring these matters to the attention of the Chairman of the Board of Commissioners prior to performing extensive work on such proposals. The Manager is authorized and entitled, as a matter of course, to utilize the professional counsel and services of the County Attorney whenever the Manager shall deem appropriate and helpful to him in the conduct of his powers and duties as Manager.
5. **EXTENT OF SERVICES; WORK SCHEDULE:** The Employee shall devote his entire time, attention and energies to the performance of his duties as County Manager of Columbus County and shall not, during the term of this agreement and any renewals thereof, be engaged in any other professional or business activity whether or not such activities are pursued for pecuniary advantage, except for essentially passive investments of assets in a form and manner as will not require any services on the part of the Employee in the business affairs or activities of the business or entity in which such investments are made.
- The Employee shall be expected and will maintain office hours in an office provided for this purpose in the County Administration Building for Columbus County, currently situated at 127 W. Webster Street, Whiteville, North Carolina, or at such place or places as the Columbus County Commission may hereafter designate, during the regular hours of the County Office, which currently are Monday through Friday of each week between the hours of 8:30 a.m. and 5:00 p.m. of each week.
- The Employee shall also be required and expected to attend all regular and special meetings of the Commission, as well as all meetings of special commissions, boards and committees of the County Commission.
6. **EXCLUSIVE AGREEMENT:** This agreement is exclusive. However, Employer does reserve the right to contract with other employees or persons to perform same or similar duties during the duration of this agreement. Employee is exclusively bound to Employer, and is not free to pursue other private employment on either a full or part time basis, without the prior approval of the Employer.
7. **WORKING FACILITIES AND CONDITIONS:** Employee shall be furnished with an office in the County Administration Building or other suitable place designated by the County Commission, equipped with usual and appropriate desk, furniture computer system and other amenities appropriate for the effective disposition of the duties of the Manager under this agreement, including (but not limited to) secretarial assistance, reasonable financial resources for acquisition of necessary and ordinary office supplies, machine or other reproduction services, books and journals essential to performing tasks within specified areas of responsibility, and services and facilities otherwise reasonably necessary to and appropriate for the successful performance of Employee under this agreement.
8. **SCHOOLS AND PROFESSIONAL IN-SERVICE TRAINING, SEMINARS, CONVENTIONS, ETC.; EXPENSES REIMBURSEMENTS:** Employee is authorized to attend schools, training sessions, seminars, professional conventions or other gatherings offered by the North Carolina Institute of Government, ICMA, the North Carolina Airport Association, the North Carolina City and County Managers Association, or other appropriate agencies relating to matters within the course and scope of Employee's duties; PROVIDED that Employee shall advise the Board of Commissioners in advance of the time, nature and anticipated cost of such schools or training sessions, and provided further that said absences do not impair the performance of Employee's duties in the County. Employee shall be entitled to receive reimbursement for any of his reasonable out-of-pocket expenses incurred during attendance at any such training school of in-service training program, as well as any and all reasonable out-of-pocket expenses incurred by the Employee in the normal course of employment in carrying out business of Columbus County which reimbursement shall be reasonable and in accord with the Columbus County Personnel Policy Manual incorporated herein. The Employee is authorized to incur such reasonable expenses in conducting the County's business, including attending out-of-town meetings and conferences. No expenditure or obligation incurred by the Employee under this provision of this contract shall be subsequently disallowed by the County unless the same shall be unreasonable or excessive or not provided for in or comply with the Columbus County Personnel Policy Manual. Employee shall also be permitted to participate professional associations including, but not limited to, The N.C. City and County Management Association, the N.C. Airport Association and The International City/County Management Association at the Employer's expense.
9. **VACATION:** Employee shall be entitled to four (4) calendar weeks maximum annual vacation to be taken at no more than one (1) consecutive calendar week in duration at any one time; PROVIDED, that Employee shall be required to transfer at the end of each calendar year accumulated vacation time to Employee's Sick Leave pursuant to the Columbus County Personnel Policy. Upon termination of employment (except termination on account of Employee's wrongful conduct, malfeasance or misfeasance), Employee shall be paid for all accumulated but unused vacation time.
10. **SICK LEAVE:** Employee shall accrue one (1.00) days of sick leave for each month beginning at Employee's first employment date of March 29, 2021 with the Columbus County. Sick leave shall accumulate with no maximum accumulation and may be used as credit for service under the North Carolina Local Governmental Employees' Retirement System. Upon termination of employment for any reason whatsoever and by consent of the Employee, all sick days may be transferred to a similar, participating local government; no right of compensation for sick days is recognized or implied by this agreement under any circumstances whatsoever. Employer will allow the transfer of

Employee's accrued sick leave from his employment with Elizabethtown, NC. Only Ninety-Six hours of this aforementioned transferred sick leave may actually be used for time away from employment. The remainder of the transferred accrued sick leave will be used as accredit for service under the North Carolina Local Governmental Employees' Retirement System. Employer reserves the right to demand satisfactory proof of illness in connection with any claimed sick leave, including the right to require that Employee submit to examination by a physician of Employer's own choosing, for which examination(s) the Employer shall be fully and solely liable. Notwithstanding the foregoing, Employee will be entitled to leave pursuant to the federal Family Medical Leave Act.

11. **OTHER EMPLOYEE BENEFITS:** Employee shall have the right and option to participate in the Columbus County Retirement Plan on the same basis as other county employees, with Columbus County paying into the plan a percentage of contribution for Employee as shall be the policy of Columbus County for all other employees from time to time while this agreement is in force and effect. Provisions shall be made for Employee to participate in other employee benefits which shall be offered or extended to other employees from time to time, provided that the right of the Commission to make adjustments in compensation on an individual basis with the Employee or other employees, including longevity or other benefits, shall be and remain in the exclusive discretion of the Commission, without regard to whether Employee receives any such benefit(s) or not.

The Employee shall be entitled to use of a County vehicle while operating said vehicle for county purposes. In addition, the Employee shall be reimbursed pursuant to the Columbus County Personnel Policy for use of a non-county for county purposes.

In the event that Employer provides to Employee a cellular telephone, Employer agrees that such a device is for the convenience of Employer so that Employee may be readily accessible and to facilitate the performance of Employee's duties and responsibilities; PROVIDED that Employee may make occasional and incidental personal use of such device at de minimis expense to the County.

12. **DISABILITY:** If, at the end of any period of sick leave in which Employee has consumed all of his accumulated sick leave, and the Employee remains unable to return to work, he may, at his option, use or consume all or any part of this accumulated and documented vacation time, if any, which is then unused. If, at the end of all sick leave and vacation time (if used as additional sick leave), the Employee remains unable to return to work, the County Commission may, at its exclusive election, declare the Employee to be disabled and terminate this agreement. The Columbus County Commission shall have the right to require sufficient proof of disability by qualified medical specialists in support of any

disability claim, including the right to have the Employee examined by a physician(s) of the County's choice, at County expense.

13. **TERMINATION:**

A. The parties acknowledge that Employee serves at the pleasure of the Columbus County Board of Commissioners and therefore may be dismissed without cause and without notice at any time.

B. Notice of such termination shall be in writing and delivered by the U.S. Postal Service, certified, return receipt requested or hand delivery.

C. Notice of such termination shall be effective upon placing notice of such termination with the U.S. Postal Service or at the time of hand delivery.

D. Employer agrees that should Employee be terminated during the life of this agreement, then Employee shall be paid full salary ("SEVERENCE PAY") including benefits (accrued to date), travel and deferred compensation for a period of twelve (12) months following the effective date of termination in normal monthly increments, payable in the same manner and at the same time as other County employees are paid. The Employee will be given until 5:00 p.m. the day immediately following notice of termination to collect personal belongings and return County property under the supervision of the Chairman of the Board of Commissioners or his or her designee. In addition, Employer shall pay Employee's cost of COBRA insurance coverage for Employee for up to one year from the date of termination or until the Employee finds other employment, whichever comes first.

E. Employee will be given the opportunity to petition the Board of Commissioners for a Special called Session for addressing the termination in Executive Session within Five (5) days of issuance of Notice of Termination.

14. **DEATH DURING EMPLOYMENT:** In the event of the death of the Employee during the time that this contract is in force and effect, the Employee shall be entitled to receive his compensation through the last day of the month during which his death occurs, including accumulated vacation time, payable to his surviving spouse, if any, or to his personal representative, administrator, executor or assignee if his spouse shall not survive him. In addition, he shall receive the Employee's death benefit applicable to his position as provided by the County in its personnel ordinances and policies, if any.

15. **RESIDENCE:** Residency in the county is preferred but not required.

16. **NOTICES UNDER THIS AGREEMENT:** Any notices contemplated or

specified by this agreement to be given by one party to the other, except as otherwise specified, shall be given in writing and directed in postage pre-paid envelope or other appropriate form addressed to the names and addresses shown below, by certified mail, return receipt requested, and deposited in the United States mail within the continental United States. In the alternative, said written notices may be given in person and considered valid and binding under this agreement if an appropriate receipt is obtained (which the parties hereto agree to execute upon delivery without prejudice to the right to contest the contents thereof), or if the witness of a third party provided in writing attesting to said personal delivery. The addresses which shall be binding upon the parties hereto unless and until subsequent written notice of change of address is provided by the moving party to the other party shall be as follows:

A. For Columbus County:
Office of the Board of Commissioners
Columbus County
127 W. Webster Street
Whiteville, NC 28472

B. For Edwin H. Madden, Jr.:
EDWIN H. MADDEN, JR.
P.O. Box 1110
Elizabethtown NC 28337

B. Annually, the Board of Commissioners and Employee shall define such goals and performance objectives that they determine necessary for the proper operation of County and in the attainment of the BOARD'S policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives are preferred to be reduced to writing. But this transcription is not required or necessary to the execution of this Agreement.

- 20. **SUBCONTRACTS:** Employee shall utilize no subcontractors for carrying out the services to be performed under this Agreement without the written approval of the Employer.
- 21. **BINDING EFFECT:** This Agreement shall be binding upon the parties hereto, and their heirs, successors, executors, administrators and assigns.
- 22. **FURTHER ACTIONS:** The parties will make and execute all further instruments and documents required to carry out the purposes and intent of this Agreement.
- 23. **INCLUSIVE TERMS:** Use of the masculine herein shall include the feminine and neuter, and the singular shall include the plural.
- 24. **ASSIGNABILITY:** It is mutually agreed by the parties hereto that this Agreement is not transferable and shall not be assigned by either party without the written consent of the other party to this Agreement.
- 25. **NONDISCRIMINATION:** Employee will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person employment, because of race, creed, color, sex, age, disability, or national origin.
- 26. **AMENDMENTS:** This Agreement shall not be modified or otherwise amended except in writing signed by the parties.
- 27. **SUSPENSION:** Employee may be placed on Suspension based upon the provisions for Suspension from employment contained in the Columbus County Personnel Policy Manual incorporated by reference herein.
- 28. **ENTIRE AGREEMENT:** This Agreement constitutes the entire understanding between the parties and supersedes all prior and independent agreements between the parties covering the subject matter hereof. Any change or modification of this Agreement must be in writing signed by both parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as prescribed by law, the same having been adopted by Columbus County Board of Commissioners dated November 21, 2022, as appears in the minutes of said meeting, and execution of this agreement having been therein also authorized and directed.

This the 21st day of November, 2022

COLUMBUS COUNTY
EMPLOYER

BY: Ricky Bullard
RICKY BULLARD, CHAIRMAN

ATTEST:
[Signature]
DEPUTY COUNTY CLERK

[Signature] (SEAL)
EDWIN H. MADDEN, JR.

This instrument has been preaudited in the manner required by the local Government Budget and Fiscal Control Act.

[Signature] 12/7/2022
(Signature of Finance Director) Date

MOTION:

Commissioner McMillian made a motion to approve agenda ADD-ONS #6A and #6B, seconded by Commissioner Smith.

Agenda Item #7: PUBLIC INPUT:

Chairman Bullard opened the floor for Public Comment. No comments were made.

Agenda Item #8: PROCLAMATIONS OF APPRECIATION

Presented to Vice-Chairman Jerome McMillian and Commissioner Charles McDowell for their service to Columbus County.

**PROCLAMATION of APPRECIATION
COMMISSIONER CHARLES MCDOWELL**

WHEREAS, Charles T. McDowell has served the citizens of Columbus County as a Commissioner from December 2010 to December 2022, discharging the responsibilities of his office dutifully, thoughtfully and faithfully; **and**

WHEREAS, as the representative for District VII, Commissioner McDowell, has advocated for openness and transparency in county government, making it a point to speak honestly with citizens, even when the discussions are difficult, and has been instrumental in improving relationships between local government and our school boards; **and**

WHEREAS, during his tenure, the Board of Commissioners have achieved many accomplishments including serving as Chairman and Vice-Chairman, and some of the most recent being: stronger partnerships with our local municipalities, bordering counties and our state legislative officials; oversight of unprecedented funding for our county and municipalities; significant investments in education, healthcare and infrastructure; purchase of former BB&T properties; passage of a mixed-use development plan to ensure citizens have more control over the growth of their county; and plans for restoration of the historic Columbus County Courthouse; **and**

WHEREAS, not only has McDowell served the people of Columbus County as a Commissioner, but as a member on numerous committees, and is presently serving on the Columbus County Board of Health, the Cape Fear Rural Transportation Planning Organization and the Fire Peer Review Committee; **and**

WHEREAS, it is appropriate to honor Commissioner McDowell for his devoted service as a Commissioner and leader of Columbus County Government.

NOW, THEREFORE, BE IT RESOLVED, this 21st day of November 2022, we the Columbus County Board of Commissioners, proudly present this Proclamation of Appreciation to Charles T. McDowell for his commitment, dedication, leadership and loyalty to the citizens of Columbus County during his 12 years of service.

APPROVED and ADOPTED this the 21st day of November, 2022.

Columbus County Board of Commissioners

Ricky Bullard, Chairman	Jerome McMillian, Vice Chairman	Edwin H. Madden, Jr., Manager
Chris Smith	Giles E. Byrd	Boyd Worley, Board Attorney
Lavern Coleman	Brent Watts	Amanda B. Prince, Staff Attorney

**PROCLAMATION of APPRECIATION
COMMISSIONER JEROME McMILLIAN**

WHEREAS, Jerome McMillian has served the citizens of Columbus County as a Commissioner from December 2018 to December 2022 and as Vice Chairman from December 2019 to December 2022, discharging the responsibilities of his office dutifully, thoughtfully and faithfully; **and**

WHEREAS, as the representative for District I, Commissioner McMillian was an advocate for his constituents, pushing for county water access to more remote sections of the county; and was instrumental in obtaining an unprecedented 7% COLA for all county employees, making wage increase a priority since his inception to the Board; **and**

WHEREAS, during his tenure, the Board of Commissioners have achieved many accomplishments, some of the most recent being: stronger partnerships with our local municipalities, bordering counties and our state legislative officials; oversight of unprecedented funding for our county and municipalities; significant investments in education, healthcare and infrastructure; purchase of former BB&T properties; passage of a mixed-use development plan to ensure citizens have more control over the growth of their county; and plans for restoration of the historic Columbus County Courthouse; **and**

WHEREAS, not only has McMillian served the people of Columbus County as a Commissioner, but as a member on numerous committees, and is presently serving on the Cape Fear Aging Advisory Council, Columbus County Partnership for Children, Columbus Regional Healthcare System Board of Trustees, Literacy Council and the Trillium Southern Regional Advisory Board; **and**

WHEREAS, it is appropriate to honor Commissioner McMillian for his devoted service as a Commissioner and leader of Columbus County Government.

NOW, THEREFORE, BE IT RESOLVED, this 21st day of November 2022, we the Columbus County Board of Commissioners, proudly present this Proclamation of Appreciation to Jerome McMillian for his commitment, dedication, leadership and loyalty to the citizens of Columbus County during his four years of service.

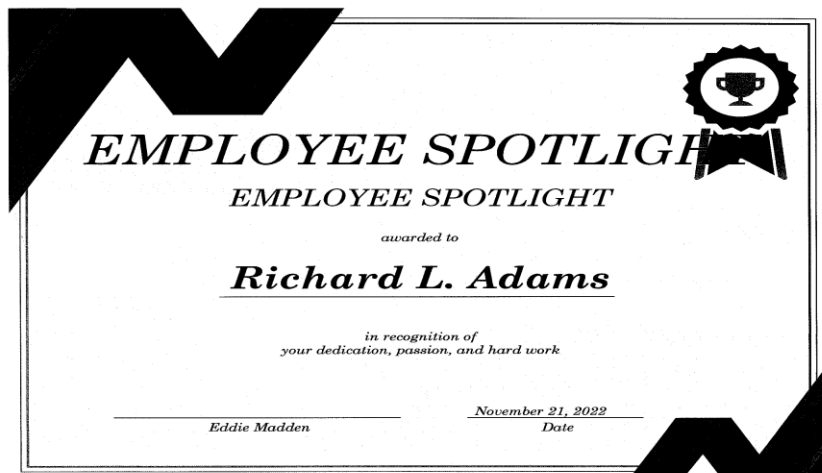
APPROVED and ADOPTED this the 21st day of November, 2022.

Columbus County Board of Commissioners

Ricky Bullard, Chairman	Charles T. McDowell	Edwin H. Madden, Jr., Manager
Chris Smith	Giles E. Byrd	Boyd Worley, Board Attorney
Lavern Coleman	Brent Watts	Amanda B. Prince, Staff Attorney

Agenda Item #9: Employee Spotlight – Richard L. Adams:

County Manager Eddie Madden will spotlight Columbus County Sheriff’s Office Employee Deputy Sheriff/Special Assignment Richard L. Adams.



County Manager Eddie Madden stated the following:

- Detective Adams was nominated by Major Bobby Faulk
- Detective Adams has devoted over 20 years of service to his community and fellow citizens.
- He has demonstrated a wealth of knowledge to better the Columbus County Sheriff’s Office, to offer better services to our great County.
- He has been tasked with many difficult assignments within the Sheriff’s office, which has led to great success!
- Detective Adams has been the lead investigator in several serious crimes, which has led to an arrest and prosecution of the offenders.
- He takes his job very seriously and strives each day to be the best role model and leader for our county employees as well as our citizens.
- Detective Adams could not be with us this evening, but I would like to present this certificate to Sheriff Rogers so he can present it to Detective Adams.

Agenda Item #10: PROCLAMATION of CONGRATULATIONS:

The Commissioners presented a proclamation to Mr. Steve Smith with the Southeastern Oratorio Society congratulating them on their 50th Anniversary.

**PROCLAMATION CELEBRATING
THE SOUTHEASTERN ORATORIO SOCIETY'S
FIFTIETH ANNIVERSARY
1972-2022**

Whereas, the Southeastern Oratorio Society was organized to present classical music to the citizens of Columbus County by Dr. Jesse and Gayle Fisher in 1972. The first conductor was Edwin Miller, with Katherine Miller as organist. The first concert was held on Sunday, December 3, 1972, with an afternoon performance of Messiah, at Southeastern Community College.

Whereas, since that time 50 years ago, thousands of singers, instrumentalists, donors and audience members from throughout the region have enjoyed the sacred classical, classical and Broadway concerts provided at least two times a year.

Whereas, the Southeastern Oratorio Society is a dedicated group promoting community by presenting stellar performances; expanding the cultural arts to the citizens of Columbus County.

Whereas, the Southeastern Oratorio Society strives for perfection with each performance, typically rehearsing with the conductor and pianist for up to three months before each concert.

Whereas, the mission of the Southeastern Oratorio Society continues to be to perform great oratorios and cantatas, and to offer the people of southeastern North Carolina the opportunity to do so.

Now, therefore be it resolved, as Columbus County’s oldest classical music performing group, the Columbus County Board of Commissioner’s proudly present this Proclamation celebrating the Southeastern Oratorio Society’s Fiftieth Anniversary, this the 21st day of November, 2022.

Columbus County Board of Commissioners

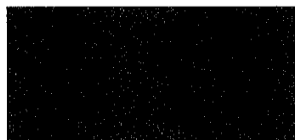
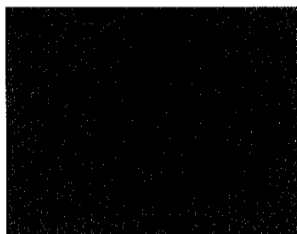
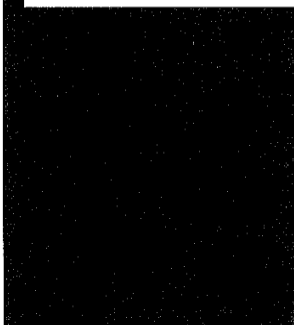
Ricky Bullard, Chairman	Jerome McMillian, Vice Chairman	Edwin H. Madden, Jr., Manager
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Lavern Coleman	Brent Watts	Amanda B. Prince, Staff Attorney
	Charles T. McDowell	

Agenda Item #11: ACT Associates, Inc. – Approval of Opioid Strategic Plan:

Cynthia “Syd” Wiford is requesting approval of plan.



Columbus County Opioid and Other Substance Use Needs Assessment 2002



STRATEGIC PLAN

In 2022, the Kate B Reynolds Foundation funded a Substance Use Needs Assessment for Columbus County which also met the North Carolina State Attorney General's requirements for the planning and allocation of the Opioid Settlement Funding. The opioid, alcohol and other substance use needs assessment has involved over 230 Columbus County Residents who participated in interviews, focus groups and surveys. In addition a number of the Columbus County Departments and County Administration participated in individual interviews during the Needs Assessment Process. The Columbus County Commissioners appointed an Opioid Steering Committee to recommend strategies to the Commissioners for funding. After widespread citizen input, the goals of the strategic plan developed for the county include the following:

There are four goals of the Columbus County Substance Use Disorder Strategic Plan:

1. To develop a County-Wide understanding of the nature of addiction, an effective recovery framework, and how to create and access Evidence-Based Practice services.
2. Build an effective substance abuse prevention/harm reduction/intervention/treatment system for Columbus County that is highly responsive to the County residents' needs.
3. Increase the capacity of the SUD system to ensure it is sized correctly, that new or additional services are financially feasible, sustainable, and highly responsive to the current and future crisis related to opioid, alcohol, and other substance use disorders that occur in the County.
4. Develop the reporting and outcomes measurement infrastructure within the County to assure the public that actions taken by the Opioid and Other Substance Abuse Disorder Steering Committee and County Commissioners are causing the problem to decrease.

Columbus County, NC Opioid and Other Drug Issues Strategic Plan 2022-2025

Priority of Development	Issue	Steps for implementation	Estimate of Services Needed	Projected Cost	Funding Source	Potential Start-Up Date
1	Create County infrastructure necessary to track County's Opioid Settlement Funding expenditure, outcome data, and report to the AG and DHHS.	Determine the FTE necessary to hire the skills needed for the County to set up the report, track expenditures and outcomes and make reports to the state as required.	.5 FTE	\$35,000	Opioid Settlement Funds: B. J, K, L. Leadership, Planning, Coordination, Training and Research to support abatement activities	12/22

Priority of Development	Issue	Steps for implementation	Estimate of Services Needed	Projected Cost	Funding Source	Potential Start-Up Date
2	County Emergency Services needs to be utilizing the same data base to track opioid overdoses, arrests, incidents across Fire, EMS and Law Enforcement agencies.	Price out modules needed in the recommended MIS system upgrade for the County to allow tracking of all Emergency Service Data related to the County's emergency response to the opioid calls.	Opioid and other substance use module for EMS MIS Platform	\$36,968 annually	Opioid Settlement Funds Option B. A. 1, 2, 7 Treat Opioid Use Disorder; B.B 3, 4 Support People in Treatment and Recovery; B.C.8 Connections to Care	12/22
3	24/7 access to detox/longer term residential treatment	County needs to execute a contract for an estimated need of 10-12 beds annually with The Healing Place of New Hanover County for services. The County has entered negotiations with HPNHC to contract with beds available to adult men and women from Columbus County and is finalizing an agreement. HPNHC will allow individuals with Opioid Use Disorders to be admitted and accept their use of Vivitrol (1/month/injectable naltrexone) to assist them with opioid cravings.	10-12 beds	3,650 days of detox/treatment= \$237,250; 4,380 days of detox/treatment= \$295,376	Opioid Settlement Funds Option B. A. 1,2, 7 Treat Opioid Use Disorder; B.B 3, 4 Support People in Treatment and Recovery; B.C.8 Connections to Care	2/23
		HPNHC will be providing transportation to Wilmington for Columbus County residents who need detoxification and treatment services at their facility and has agreed to assist the County in developing Oxford Houses for sober living support as well as to work with self-help organizations i.e., AA, NC, CA Alanon and Nar Anon to develop local in-county established self-help groups.		No additional cost	Included in contract with HPNHC	7/23

Priority of Development	Issue	Steps for implementation	Estimate of Services Needed	Projected Cost	Funding Source	Potential Start-Up Date
		In August 2022, Columbus County applied for a grant from Trillium to be used for Opioid Use Disorders and prevention/harm reduction activities in Columbus County for \$152,865. The County was notified on 9/27/22 that Trillium had approved that grant application and would be issuing a contract. The grant included \$8,865 to purchase Medication Lockboxes for the County Health Department to distribute to residents and \$144,000 to purchase Vivitrol injections for County residents with OUD who will be admitted to the HPNHC for long-term treatment.		\$144,000	Trillium Opioid Grant Funded	12/22
		Develop a protocol and outcomes follow-up database to track all referrals and outcomes for treatment, particularly those to HPNHC.		\$69,000/ year through 2024	ACT Associates, LLC provided thru KBR Grant Funded	1/23
4	Public education, marketing, and linkage to SUD services	Create a County staff position to assist residents to find and access treatment services and serve as the County Liaison for County referrals to the Healing Place of New Hanover County.	1.0 FTE	\$75,000 includes County Benefits	Opioid Settlement Funds Option B. C. Connections to Care	1/23
		Develop and maintain a local resource listing inclusive of all local AODA treatment and recovery support services. This will enable the County to have a position to become the go-to place for County residents to find resources, get linked to available, appropriate treatment services, and support services.				Ongoing

Priority of Development	Issue	Steps for implementation	Estimate of Services Needed	Projected Cost	Funding Source	Potential Start-Up Date
		Reach out to faith-based community to offer training and education about opioid and other drug education, overdose, Narcan administration, and to inventory their recovery supports available to County residents.				1/23 and ongoing
		Develop a protocol and outcomes follow-up database to track all referrals and outcomes for treatment and services purchased with Opioid Settlement Funds.				2/23
		Assess the County's use of Naloxone and determine if the supplies provided by Trillium are adequate to serve the County's needs. Collaborate with Trillium on obtaining the necessary amount if needed.				2/23
		Reach out to Trillium and other Insurance plans for Medicaid and 3rd party Insurers to become familiar with the services they will pay for, local providers, and build a data base for future use. Use NC360 to ensure all SUD resources are up-to-date and accurate and encourage any Columbus resources and providers not listed on NC360 to get listed.				5/23
		Enlist the County pharmacies, all police, fire, and sheriff sites to become drug take-back sites and register on the FDA site.				5/23
		Create a targeted County-wide Community Marketing and Education Campaign to inform County residents about the dangers of opioid and other drug and alcohol use, education them about available resources and advertise availability of County position to link residents with available help as needed.				6/23

Priority of Development	Issue	Steps for implementation	Estimate of Services Needed	Projected Cost	Funding Source	Potential Start-Up Date
		Engage with all public health, education, faith-based organizations, school nurses, parents, families, and the Waccamaw-Siouan Tribal Council to educate them on overdoses and the potential use of naloxone for opioid overdoses.				8/23
		Promote the US DHHS Center for Disease Control's free training series to all physicians and nurses in Columbus County.				8/23
		Promote urine/blood testing for Fentanyl, other drugs, and alcohol among all County health providers, particularly the hospital, medical providers, schools, and health department operations.				9/23
5	Implement a K-12 EBP Prevention Program in the Whiteville and Columbus County School Systems	Schools collaboratively review models and choose the model that would work best for the combined school system. Started 9/22. Schools reviewing potential EBP models.		Cost TBD based upon model chosen by School Systems	Opioid Settlement Funds; Exhibit A, Option A. 6 Early Intervention Funds; Option B.C.1,2 Connections to Care; Other grant-based funding	Train School Personnel Summer 2023. Implement Curricula 2023 school year
		Purchase Model, develop training schedule, and implement.				
		Track activity level as well as compare high risk areas in school behavior from the implementation of the model to measure change in student behaviors.				

Priority of Development	Issue	Steps for implementation	Estimate of Services Needed	Projected Cost	Funding Source	Potential Start-Up Date
6	Develop a consistent philosophy and approach across all County Human Service Agencies, i.e., DSS, Child Welfare, Public Health for early identification, intervention, drug and alcohol testing, and service planning for opioid and all other alcohol and drug use issues	Convene a meeting with all Director and supervisory level County Human Service organizations to 1) get buy-in across all organizations about developing a philosophy and approach to identification, early intervention, and coordination of appropriate AODA services; 2) arrange to access no cost or low cost training for all clinical and case work staff on identification of SUD issues in organization's population, appropriate intervention techniques, referral process for treatment services, and coordination of needed AOD treatment into the case and care plans.			KBR Needs Assessment Grant Funds Opioid Settlement Funds Option B.C. 1-2 Connections to Care B.E. Address the needs of OUD pregnant women and their families, including their babies and unborn children	3/23
		Educate DSS and CPS case workers on effective models for SUD intervention; facilitate a conversation with DSS and CPS on which model would be most effective; and make plans for implementation.			Seek University and/or grant support for training models	7/23
		Work with Public Health Department and other local treatment resources to design and identify pregnant women in the pre-natal clinic who have substance use involvement.			TBD	12/23
		Design data collection system to track SUD women, births, pre-post natal care of mother and SUD infant, link to treatment resources provided by Trillium Health Resources and statewide pre/post-natal treatment providers.			ACT Associates, LLC provided thru KBR Grant	12/23
		Engage local OB/GYN and local medical services including the hospital to assist in determining the need for SUD intervention, referral, and follow-up services for pregnant/post-partum women and infants born in the County who have symptoms of Neonatal Abstinence Syndrome.			Existing Executive Staff at County Agencies	12/23

Priority of Development	Issue	Steps for implementation	Estimate of Services Needed	Projected Cost	Funding Source	Potential Start-Up Date
7	County Drug Court Initiative	Continue to collaborate with local efforts to establish an EBP Drug Court in Columbus County or shared Drug Court between Columbus and Bladen Counties.			Support State and local BJA funding potential for local Drug Court efforts	Ongoing
		Obtain CIT (Crisis Intervention Training EBP model) provided by Trillium for Law Enforcement and EMS Services in the County.		No Cost to County	Existing training provided by Trillium for all Counties	1/23
		Obtain MHFT (Mental Health First Aid Training EBP model) provided by Trillium for all Law Enforcement and EMS Services in the County.		No Cost to County	Existing training provided by Trillium for all Counties	1/23
8	Steering Committee Activities	Recommend strategic and implementation plan to Columbus County Commissioners for approval.			ACT Associates, LLC provided thru KBR Grant funded 2022	Ongoing
		Monthly reports from County employees and ACT Associates on implementation progress of plan.				
		Review annual progress and refine goals and strategies as needed by progress.				

MOTION:

Commissioner McDowell made a motion to approve the plan, seconded by Commissioner McMillian. The motion unanimously passed.

Agenda Item #12: ACT Associates, Inc. – Approval of Agreement with the Healing Place:

Cynthia “Syd” Wiford is requesting approval of agreement. COLUMBUS COUNTY

AGREEMENT FOR PROFESSIONAL SERVICES

CONTRACT PERIOD: July 1, 2022 through June 30, 2023 (the “Contract Period”) renewable for up to 3 years at current per day rate.

THIS AGREEMENT (“Agreement”) is made and entered into this 21st day of November 2022 between COLUMBUS COUNTY, NORTH CAROLINA (“County”) whose address is 120 W. Webster Street, 3rd Floor, and THE HEALING PLACE OF NEW HANOVER COUNTY, INC., a North Carolina non-profit corporation (hereinafter referred to as the “Provider”), whose address is 1000 Medical Center Drive, Wilmington, NC and whose tax identification number is 85-3768731.

WHEREAS, Provider operates a shelter and recovery facility located at 1000 Medical Center Drive, Wilmington, North Carolina (the “Facility”), with the mission of reaching individuals suffering from drug and alcohol addiction, providing tools for recovery, and restoring meaningful and productive lives (the “Program”); and

WHEREAS, the Facility consists of five buildings capable of housing at least 200 beds for individuals in the Program and is intended to serve individuals from nearby North Carolina counties.

WITNESSETH:

For and in consideration of the mutual promises hereinafter set forth, the parties, intending to be legally bound, do hereby agree as follows:

- The Provider agrees to provide the following services to County (the “Services”):
 - Provide temporary housing to individuals who are 18 years of age or older, are seeking recovery services, and are referred by County (each, an “Eligible County Individual”). Notwithstanding the foregoing, Provider shall not be required to provide Services to any sex offender or other individual who has been deemed “ineligible for service” by Provider according to the rules and regulations of the Program.
- County agrees to pay to the Provider for the Services set forth in Section 1 of this Agreement as follows:
 - Not to exceed a total of 4380 bed days/year at a rate of \$66.00/individual/day that is payable to Provider from Columbus County, NC. The bed day rate will include transportation of individuals to and from the facility limited to two one-way trips within a one-year period.
 - A maximum total payment for all services provided during the Contract Period under this Agreement not to exceed \$289,080/year in County funds.

COLUMBUS COUNTY

- c. Provider will use its reasonable efforts to submit invoices by the 10th of the month following the month services were provided.
- d. Invoices will be sent to _____, or _____@_____. Payment shall be made to Provider within thirty (30) days from receipt and detail the following: Individual name occupying the bed, dates occupied by County approved individual during the billing month and total number of days from admission provided to the individual.
- 3. **Termination.** This Agreement may be terminated by either party upon 30 days notice by either party. County agrees to compensate Provider for services performed under this Agreement prior to the date of termination.
- 4. **Governing Law.** This Agreement shall be construed according to and governed by the laws of the State of North Carolina, notwithstanding the fact that both or either of the parties hereto is or may become a resident or citizen of another state or country.
- 5. **Entire Agreement; Amendment; Waiver.** This Agreement contains the entire Agreement of the parties hereto. No modification, amendment, change or discharge of any terms or provisions of this Agreement shall be valid or binding unless the same is in writing and signed by both the parties hereto. No waiver of any of the terms of the Agreement shall be valid unless signed by the party against whom each such waiver is asserted. Any waiver of any provision of this Agreement in any instance shall not be a waiver in any other instance; and according to policy adopted by County, Provider shall not be restricted to fund balance limitations.
- 6. **Insurance.** Provider shall, as a material condition of this Agreement, obtain and continuously maintain insurance coverage that coincides with standard industry practice for the industry in which Provider is engaged, which may include, but is not limited to, the following:
 - a. General Liability Insurance;
 - b. Automobile Liability Insurance;
 - c. Worker's Compensation Insurance;
 - d. Employer's Liability Insurance; and/or
 - e. Professional Liability Insurance.
 Provider shall submit certificates of coverage to County every year upon entry of Contract or renewal of Contract.
- 7. **Health Insurance Portability and Accountability Act (HIPAA).** The Provider and County shall be in compliance with the final HIPAA rules and regulations and each party shall provide evidence to the other party of this compliance upon request. The parties hereto specifically agree to amend this Agreement on a timely basis as necessary to comply with any and all laws relating to privacy of healthcare information, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

2

COLUMBUS COUNTY

- 8. **Independent Contractor.** Provider shall be an independent contractor and not an employee with respect to County, and Provider shall have all of the rights and duties, and all of the discretion normally associated with an independent contractor status.
- 9. **Force Majeure.** In the event the obligations of the parties under this Agreement shall be prevented, delayed, suspended or reduced by Force Majeure, then the party experiencing such Force Majeure shall promptly notify the other party and, to the extent caused by Force Majeure, performance hereunder shall be excused. A "Force Majeure" event shall mean: acts of God, pandemic, epidemic, acts of local, state, tribal or federal government, war, labor shortage, strikes or similar labor interruptions, accidents, or any other cause, whether of like or dissimilar nature, beyond the control of any party.
- 10. **Assignment; Binding Effect.** This Agreement and any amendments hereto shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may sell, transfer, assign, delegate or grant a security interest in this Agreement or all or any portion of its rights, obligations, title and interest in, to and under this Agreement without first obtaining the prior written consent of the other party.
- 11. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument. Signatures received by facsimile or through electronic mail shall be binding upon the parties hereto and shall be effective as originals. The parties expressly acknowledge and agree that, notwithstanding any statutory or decisional law to the contrary, the printed product of a facsimile or electronic mail transmittal shall be deemed to be "written" and a "writing" for all purposes of this Agreement.
- 12. **Construction.** The parties agree that this Agreement is the product of negotiation between sophisticated parties, all of whom were represented by counsel, and each of whom had an opportunity to participate in, and did participate in, the drafting of each provision hereof. Accordingly, ambiguities in this Agreement, if any, shall not be construed strictly or in favor of or against any party but rather shall be given a fair and reasonable construction. Each party acknowledges and represents that such party has read this Agreement in its entirety; had the opportunity to consult with independent legal counsel with respect to their individual rights and obligations; understands the effect of each provision; and has not been influenced, coerced, or induced to enter into this Agreement by improper action by any other party to this Agreement.
- 13. **Severability.** If any provision of this Agreement, or the application thereof to any person or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- 14. Provider shall not be responsible for any cost associated with Medically Assisted Treatment (MAT) for any individual receiving services at the facility. Any costs for MAT

3

COLUMBUS COUNTY

shall be the responsibility of the individual, the treatment provider, or the referring party. The county will not be responsible for providing MAT services.

- 15. **Renewal; Increases.** This Agreement shall automatically renew annually for up to five (5) successive one-year periods unless either party hereto provides written notice of non-renewal at least 60 days before the end of the then-current term. Provider reserves the right to increase the per diem rate once annually upon at least 30 days' written notice to County; provided, that the amount of such increase shall not exceed the lesser of (i) the percentage rate of increase for the immediately preceding 12-month period in the Consumer Price Index, All Urban Consumers, United States, All Items (1982 - 1984 = 100), as published by the Bureau of Labor Statistics of the United States Department of Labor or, if such index is not available, such other index as the parties may agree most closely resembles such index; or (ii) five percent (5%).

SIGNATURES FOR COLUMBUS COUNTY

SIGNATURE FOR PROVIDER

Rich Bullard
 Signature
Chairman, Board of Commissioners
 [Title]
11-29-22
 [Date]

 Signature

 [Title]

 [Date]

This instrument has been preaudited in the manner required by the local Government Budget and Fiscal Control Act.

Jaewon Park 11/29/22
 (Signature of Finance Director) Date

4

MOTION:

Commissioner McMillian made a motion to approve the agreement, seconded by Commissioner Coleman. The motion unanimously passed.

Agenda Item #13: Trillium Agreement for Opioid Remediation:

At Cindy Ehlers request, Cynthia “Syd” Wiford is requesting approval of agreement with the exception that Columbus County is not subject regulations applicable to healthcare providers.

Trillium Health Resources is agreeing to give Columbus County \$152,865 for Vivitrol injection, Lockboxes to keep the injection in and 12 beds in the new Healing Place of New Hanover for approximately 100 indigent Columbus County residents with stay for up to 90 days each. This Agreement is on file in the Clerk’s office.

Contract #	0037T-000-FY23
Cost Center #	5000
Line Item #	0690-45 & 0690-05
Obligated	\$152,865.00

**PROCUREMENT CONTRACT FOR PROVISION OF SERVICES
BETWEEN
TRILLIUM HEALTH RESOURCES (LME/PIHP)
AND
COUNTY OF COLUMBUS
A PROVIDER OF MH/DD/SA SERVICES**

**ARTICLE I:
GENERAL TERMS AND CONDITIONS**

* Columbus County is not subject to the regulations required in this contract applicable to healthcare providers.

1. DEFINITIONS: Any term that is defined in NCGS122C-3 shall have the same definition in this contract unless otherwise specified.

- A. “Catchment area” Geographic Service Area meaning a defined grouping of counties. Local Management Entity/Prepaid Inpatient Health Plan (LME/PIHP).
- B. “Clean Claim” means a claim that can be processed without obtaining additional information from the provider of the services or from a third party. It does not include a claim under review for medical necessity, or a claim that is from a Provider that is under investigation by a governmental agency for fraud or abuse.
- C. “Continuous Quality Improvement (CQI)” refers to a continuous effort to achieve measurable improvements in the efficiency, effectiveness, and accountability of an organization. This process is designed to improve the quality of services by tracking performance through outcome and performance measures. (The following link provides a description of what the Centers for Medicare and Medicaid Services (CMS) expects with regard to Continuous Quality Improvement: <http://www.medicaid.gov/Federal-Policy-Guidance/downloads/SHO-13-007.pdf>)
- D. “Contract” means this Procurement Contract for the Provision of Services between LME/PIHP and Contractor, including any and all Appendices and attachments.
- E. “Contractor” means **COUNTY OF COLUMBUS** the provider of services pursuant to this contract, including all staff and employees of Contractor. Contractor shall, as a party to this Contract be considered a Network Provider.
- F. “Controlling Authority” means as defined in this Contract.
- G. “Department” means the North Carolina Department of Health and Human Services (DHHS) and includes the Division of Health Benefits (DHB) and Mental Health, Developmental Disabilities and Substance Abuse Services (DMH/DD/SAS).
- H. “Emergency services” With respect to an emergency service, covered inpatient and outpatient services that:
 - i. are furnished by a Contractor that is qualified to furnish such services; and
 - ii. are needed to evaluate or stabilize an emergency medical condition.
- I. “Enrollee” or “Member” refers to (1) for purposes of Medicaid-reimbursable services, a Medicaid beneficiary whose Medicaid eligibility arises from residency in a county covered by the LME/PIHP or who is currently enrolled in the LME/PIHP and/or (2) for non-Medicaid reimbursable services, a State Funded Member.

Contract #	0037T-000-FY23
Cost Center #	5000
Line Item #	0690-45 & 0690-05
Obligated	\$152,865.00

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BETWEEN
TRILLIUM HEALTH RESOURCES (LME/PIHP)
AND
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A PROVIDER OF MH/DD/SA SERVICES**

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- A. “Catchment area” Geographic Service Area meaning a defined grouping of counties. Local Management Entity/Prepaid Inpatient Health Plan (LME/PIHP).
- B. “Clean Claim” means a claim that can be processed without obtaining additional information from the provider of the services or from a third party. It does not include a claim under review for medical necessity, or a claim that is from a Provider that is under investigation by a governmental agency for fraud or abuse.
- C. “Continuous Quality Improvement (CQI)” refers to a continuous effort to achieve measurable improvements in the efficiency, effectiveness, and accountability of an organization. This process is designed to improve the quality of services by tracking performance through outcome and performance measures. (The following link provides a description of what the Centers for Medicare and Medicaid Services (CMS) expects with regard to Continuous Quality Improvement: <http://www.medicaid.gov/Federal-Policy-Guidance/downloads/SHO-13-007.pdf>)
- D. “Contract” means this Procurement Contract for the Provision of Services between LME/PIHP and Contractor, including any and all Appendices and attachments.
- E. “Contractor” means **COUNTY OF COLUMBUS** the provider of services pursuant to this contract, including all staff and employees of Contractor. Contractor shall, as a party to this Contract be considered a Network Provider.
- F. “Controlling Authority” means as defined in this Contract.
- G. “Department” means the North Carolina Department of Health and Human Services (DHHS) and includes the Division of Health Benefits (DHB) and Mental Health, Developmental Disabilities and Substance Abuse Services (DMH/DD/SAS).
- H. “Emergency services” With respect to an emergency service, covered inpatient and outpatient services that:
 - i. are furnished by a Contractor that is qualified to furnish such services; and
 - ii. are needed to evaluate or stabilize an emergency medical condition.
- I. “Enrollee” or “Member” refers to (1) for purposes of Medicaid-reimbursable services, a Medicaid beneficiary whose Medicaid eligibility arises from residency in a county covered by the LME/PIHP or who is currently enrolled in the LME/PIHP and/or (2) for non-Medicaid reimbursable services, a State Funded Member.

Contract #	0037T-000-FY23
Cost Center #	5000
Line Item #	0690-45 & 0690-05
Obligated	\$152,865.00

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

2. BASIC RELATIONSHIP:

Contractor enters into this Contract with LME/PIHP for the purpose of providing medically necessary MH/DD/SA services to the LME/PIHP's Member(s) and agrees to comply with Controlling Authority, the conditions set forth in this Contract and all Appendices or Attachments to this Contract. The Parties acknowledge and agree that a termination of this Contract is not an adverse determination as set forth in G.S. 108C and

Contract #	0037T-000-FY23
Cost Center #	5000
Line Item #	0690-45 & 0690-05
Obligated	\$152,865.00

that Controlling Authority allows this Contract to be terminated with or without cause. Contractor is an independent contractor of LME/PIHP. This Contract is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between the parties, their employees, partners, or agents but rather Contractor is an independent contractor of the LME/PIHP. Further, neither party shall be considered an employee or agent of the other for any purpose including but not limited to, compensation for services, employee welfare and pension benefits, workers' compensation insurance, or any other fringe benefits of employment.

3. ENTIRE AGREEMENT/ REVISIONS:

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

4. CONTROLLING AUTHORITY:

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

- a. Title XIX of the Social Security Act and its implementing regulations, N.C.G.S. Chapter 108A, the North Carolina State Plan for Medical Assistance, the North MH/DD/SA services health plan waiver authorized by CMS pursuant to section 1915(b) of the Act, and the N.C. Home and Community Based Services Innovations waiver authorized by CMS pursuant to section 1915(c) of the Act; and
- b. The federal anti-kickback statute, 42 U.S.C. §1320a-7b(b) and its implementing regulations; the federal False Claims Act, 31 U.S.C. §3729 – 3733 and its implementing regulations; and the North Carolina Medical Providers False Claims Act, N.C. Gen. Stat. §108A-70-10 *et seq.*; and
- c. All federal and state Member's rights and confidentiality laws and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Standard for Privacy of Individually Identifiable Health Information and Health Insurance Reform: Security Standards, 45 CFR Part 164, alcohol and drug abuse patient records laws codified at 42 U.S.C. §290dd-2 and 42 CFR Part 2, the Health Information Technology for Economics and Clinical Health Act (HITECH Act) adopted as part of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), and those State laws and regulations denominated in Appendix G; and
- d. Regulations concerning access to care, utilization review, clinical studies, utilization management, care management, quality management, disclosure, enrollment and credentialing activities as set forth in 42 CFR parts 438, 441, 455, and 456; and

Contract #	0037T-000-FY23
Cost Center #	5000
Line Item #	0690-45 & 0690-05
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- e. State licensure and certification laws, rules and regulations applicable to Contractor; and
- f. Applicable provisions of Chapter 122C of the North Carolina General Statutes; and
- g. Medical or clinical coverage policies promulgated by the Department in accordance with N.C.G.S. §108A-54.2; and
- h. The North Carolina Medicaid and Health Choice Provider Requirements, N.C. Gen. Stat. Ch. 108C.
- i. The Americans With Disabilities Act, Titles VI and VII of the Civil Rights Act of 1964, Section 503 and 504 of the Vocational Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and subsequent amendments and regulations developed pursuant thereto, to the effect that no person shall, on the grounds of sex, age, race, religious affiliation, handicap, or national origin, be subjected to discrimination in the provision of any services or in employment practices; and
- j. The Drug Free Workplace Act of 1988; and
- k. The requirements and reporting obligations related to the Substance Abuse and Treatment Block Grant (SAPTBG), Community Mental Health Services Block Grant (CMHSBG), Social Services Block Grant (SSBG) and accompanying state Maintenance of Effort (MOE) requirements; Projects to Assist in the Transition from Homelessness (PATH) formula grant; Strategic Prevention Framework – State Incentive Grant (SPF-SIG), Safe and Drug Free Schools and Communities Act (SDFSCA), and all other applicable federal grant program funding compliance requirements, if applicable.
- l. Regulatory Requirements and any other applicable federal or state laws, rules or regulations, in effect at the time the service is rendered and concerning the provision or billing of Medicaid-reimbursable or State-funded Mental Health, Developmental Disabilities and Substance Abuse (MH/DD/SA) services; and
- m. The LME/PIHP's Provider Operations Manual and LME/PIHP contracts with the Department.

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

Contractor shall at all times cooperate and comply with the requirements, policies, programs and procedures ("Policies") of LME/PIHP, which may be set forth and/or summarized in the Provider Manual. The Provider Manual may include, but shall not be limited to, Policies regarding the following: credentialing criteria and requirements, notification requirements, claims and billing, quality assessment and improvement, utilization management, care management, on-site reviews, prior authorization, grievance and appeal processes, coordination of benefits and third party liability policies and data reporting requirements. The failure to comply with such Policies could

Contract #	0037T-000-FY23
Cost Center #	5000
Line Item #	0690-45 & 0690-05
Obligated	\$152,865.00

Provider Manual, this Contract and Regulatory Requirements. LME/PIHP shall make the Provider Manual available to Contractor via its website or alternative means. In the event of a material change to the Provider Manual, LME/PIHP will provide Contractor with at least thirty (30) days' advance written notice of such change. Such notice may be given by LME/PIHP through a periodic provider newsletter, an update to the on-line Provider Manual, or any other written method (electronic or paper). If there is any conflict between this Contract and the Provider Manual, this Contract will control.

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

5. **TERM:**
The term of this Contract shall have an effective date of July 1, 2022, and shall remain in effect until June 30 2023, unless terminated by either party as set forth herein. The LME/PIHP reserves the right to impose shorter time limits on the term of this Contract should Contractor fail to comply with the terms of this Contract. Contractor understands that State and Federal statutory and regulatory requirements as set forth in this contract or Controlling Authority may be changed or updated during the term of this Contract. The LME/PIHP will provide notice to the Contractor thirty (30) days prior to the effective date of any changes to LME/PIHP manuals or forms. The parties' respective duties and obligations as to non-Medicaid services, set forth herein shall be dependent and contingent upon the appropriations, allocation, and availability of funds to LME/PIHP. Any changes to reimbursement shall be in writing to Contractor thirty (30) days prior to such change. This contract may be terminated at any time upon mutual consent of both parties or upon sixty (60) days' notice of termination by one of the contracting parties.
6. **CHOICE OF LAW/FORUM:**
The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The place

Contract #	0037T-000-FY23
Cost Center #	5000
Line Item #	0690-45 & 0690-05
Obligated	\$152,865.00

of this contract and all transactions and agreements relating to it, and their sites and forum, shall be the County of North Carolina in which the LME/PIHP's principal place of business is located, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

7. **HEADINGS:**
The Paragraph headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof. Any appendices, exhibits, schedules referred to herein or attached or to be attached hereto are incorporated herein to the same extent as if set forth in full herein.
8. **COUNTERPARTS:**
The Contract shall be executed in two counterparts, each of which will be deemed an original.
9. **NONWAIVER:**
No covenant, condition, or undertaking contained in the Contract may be waived except by the written agreement of the Parties. Forbearance or indulgence in any other form by either party in regard to any covenant, condition or undertaking to be kept or performed by the other party shall not constitute a waiver thereof, and until complete satisfaction or performance of all such covenants, conditions, and undertakings have been satisfied, the other party shall be entitled to invoke any remedy available under the Contract, despite any such forbearance or indulgence.
10. **DISPUTE RESOLUTION AND APPEALS:**
The Contractor may file a complaint, grievance and/or appeal as set forth in the LME/PIHP Provider Operations Manual or as otherwise set forth in Controlling Authority.
11. **SEVERABILITY:**
If any one or more provisions of this Agreement are declared invalid or unenforceable, the same shall not affect the validity or enforceability of any other provision of this Agreement and such invalid or unenforceable provision(s) shall be limited or curtailed only to the extent necessary to make such provision valid and enforceable.
12. **NOTICE:**
Any notice to be given under this Contract will be in writing, addressed to the Contract Administrators designated by each party and noted at the address listed below, or such other address as the party may designate by notice to the other party, and will be considered effective upon receipt when delivery is either by trackable mail, postage prepaid, or by electronic means, or by fax, or by hand delivery.

Contract #	0037T-000-FY23
Cost Center #	5000
Line Item #	0690-45 & 0690-05
Obligated	\$152,865.00

COUNTY OF COLUMBUS Attn: Eddie Madden 127 West Webster Street Whiteville, NC 28472 Phone: 910-640-6630 E-mail: emadden@colubusco.org	Trillium Health Resources Contracts Department 201 W. 1 st Street Greenville, NC 27858-1132 866-998-2597 (PHONE)
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13. ADMINISTRATIVE ACTIONS, SANCTIONS AND TERMINATION:

- A. Either party may terminate the Contract if Federal, State or local funds allocated to the LME/PIHP are revoked or terminated in a manner beyond the control of the LME/PIHP for any part of the Contract period. If Federal, State, or local funds allocated to the LME/PIHP are reduced in a manner beyond the control of the LME/PIHP, the LME/PIHP will notify Contractor and provide payment to Contractor for services provided which were authorized by the LME/PIHP prior to the notification and for which Contractor has been qualified and credentialed.
- B. Contractor understands, acknowledges and agrees that LME/PIHP may issue an educational (technical assistance) or warning letter, require a plan of correction, or impose administrative actions or sanctions against Contractor as the result of program integrity and any other monitoring activities. Possible administrative actions and sanctions are outlined in the Provider Operations Manual and include but are not limited to increased monitoring/ probation, limitation or suspension of referrals, moratorium on site or service expansion, payment suspension, site- or service- specific suspension or termination, full contract suspension, full contract termination and/or exclusion from participation in LME/PIHP's Provider Network. Contractor further understands, acknowledges and agrees that LME/PIHP is not required to issue an educational (technical assistance) or warning letter or plan of correction prior to the imposition of administrative actions or sanctions.
- C. In accordance with LME/PIHP accrediting body requirements, LME/PIHP may also suspend this Contract in response to any serious health or safety risk to Member(s) identified by the LME/PIHP Chief Medical Officer or other Senior Clinical Staff Person, and such suspension shall remain in effect during the pendency of any investigation into such health or safety risk.
- D. This Contract may be terminated with cause, effective upon written notice to the Contractor or such other date as specified in the notice. The Contract may be terminated without cause after sixty (60) days' notice of termination to either party by one of the contracting parties.
- E. In the event this Contract is terminated for cause, cause may include, but is not limited to:
 - i. Issuance by the Department of a revocation or suspension of Contractor's license to operate or issues a Type A1 penalty against Contractor; issuance of a payment suspension against Contractor in accordance with 42 CFR §455.23; or issuance of a revocation of state and/or federal funding against Contractor in accordance with 10A NCAC 26C .0504; or

Contract #	0037T-000-FY23
Cost Center #	5000
Line Item #	0690-45 & 0690-05
Obligated	\$152,865.00

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

Contract #	0037T-000-FY23
Cost Center #	5000
Line Item #	0690-45 & 0690-05
Obligated	\$152,865.00

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

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

14. EFFECT OF TERMINATION:

Contract #	0037T-000-FY23
Cost Center #	5000
Line Item #	0690-45 & 0690-05
Obligated	\$152,865.00

- A. The obligations of both parties under this Contract shall continue following termination, only as to the terms and conditions outlined in Article II Section 4, 5, and 9, Article III Section 1, 2, and 7 and Article IV.
- B. Upon notice of termination, a post-payment review of billing, documentation and other fiscal records may be performed and any adjustments for amounts due or owed to either party shall be added or deducted from the final Contract payments.
- C. In the event of termination the Contractor shall submit all claims or registrations of putative Member(s) within ninety (90) days of the date of termination.
- D. The parties shall settle their respective debts and claims within the timeframes established within Article II Section 5 and Article IV.
- E. In the event of any audit or investigation described in 14.B. above, both parties shall settle their debts and claims within thirty (30) days of the completion of such audit or investigation and receipt of all final billing and required documentation. All payments provided herein shall be adjusted so as not to exceed the amount due for services actually rendered prior to the date of termination. If advance payments have been made for services not provided as of the date of termination, the Contractor shall promptly refund all excess funds paid within the above-referenced thirty (30) days.
- F. Contractor shall comply with Continuity of Care requirements set forth in Controlling Authority and provide notice to the LME/PIHP with respect to the closing of a facility. Contractor shall provide sixty (60) days written notice to the LME/PIHP of intent to close a facility or discharge a Member(s) with intellectual or developmental disabilities who may be in need of continuing care as determined by the LME/PIHP and thirty (30) days written notice of intent to close a facility or discharge a Member(s) with a mental illness or substance abuse disorder who may be in need of continuing care as determined by the LME/PIHP. A transition plan shall be developed for each Member prior to being discharged.
- 15. NON-EXCLUSIVE ARRANGEMENT:**
The LME/PIHP has the right to enter into a Contract with any other provider of MH/DD/SA services. The Contractor shall have the right to enter into other Contracts with any other LME/PIHP or third party payers to provide MH/DD/SA services. The parties shall cause their respective subcontractor(s) or other such entity performing services pursuant to this Contract on each party's behalf, to comply with and abide by the agreements, representations, warranties, acknowledgements, certifications, terms and conditions of this Contract and the Provider Operations Manual, and fulfill all of the duties, responsibilities and obligations imposed on the parties under this Contract (including each Attachment), and the Provider Operations Manual, in each case, to the same extent as if the subcontractor or other such entity were parties hereto. The parties shall be responsible for any breach of this Contract by any such subcontractor or other such entity. When a subcontractor meets the definition of the LME/PIHP accreditation standards of a delegated or partially delegated entity, prior approval by the LME/PIHP will be required.

16. NO THIRD PARTY CONTRACT RIGHTS CONFERRED.

Contract #	0037T-000-FY23
Cost Center #	5000
Line Item #	0690-45 & 0690-05
Obligated	\$152,865.00

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

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

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

1. DISCLOSURE:

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

2. LICENSES, ACCREDITATIONS, CREDENTIALING AND QUALIFICATIONS:

- A. The Contractor shall maintain all licenses, certifications, accreditations, credentialing and registrations required for its facilities and staff providing services under the Contract, as are required by Controlling Authority. Within ten (10) days after the Contractor receives notice of any sanction by any applicable licensing board, certification or registration agency, or accrediting body or other authority which affect the ability of Contractor to bill the LME/PIHP for services, the Contractor shall forward a copy of the notice to the LME/PIHP.
- B. The Contractor shall not bill the LME/PIHP:
- For any services provided by Contractor during any period of revocation or suspension of required licensure or accreditation of the Contractor's facility;
 - For any services provided by a member of the Contractor's staff during any period of revocation or suspension of the staff member's required certification, licensure, or credentialing.
- C. The Contractor certifies that at the time of execution of this Contract, that neither Contractor, nor any of its staff or employees, is excluded from participation in Federal Health Care Programs under section 1128 of the Social Security Act and/or 42 CFR Part 1001. Within five (5) business days of notification of exclusion of Contractor or any of its staff or employees by the U.S. Office of Inspector General, CMS or any

Contract #	0037T-000-FY23
Cost Center #	5000
Line Item #	0690-45 & 0690-05
Obligated	\$152,865.00

other State Medicaid program, Contractor shall notify the LME/PIHP of the exclusion and its plan for compliance.

- D. Contractor, upon written request by the LME/PIHP, shall provide the LME/PIHP with proof of Contractor accreditation and copies of accreditation reports as part of the credentialing process.
- E. The LME/PIHP will conduct an assessment of the Contractor's qualifications to remain in the LME/PIHP's network at a minimum of once every three (3) years, unless otherwise required by the Department

3. EVENT REPORTING AND ABUSE/ NEGLECT/ EXPLOITATION:

- A. Contractor shall use best efforts to ensure that Member(s) are not abused, neglected or exploited while in its care.
- B. Contractor shall report all events or instances involving abuse, neglect or exploitation of Member(s) as required by incident reporting guidelines by all applicable agencies and the Controlling Authority.
- C. Contractor shall not use restrictive interventions except as specifically permitted by the individual Member's treatment/habilitation plan or on an emergency basis in accordance with 10A NCAC 27E, 10A NCAC 13B, or as otherwise authorized in applicable Controlling Authority.
- D. LME/PIHP shall have the right to conduct its own investigation of any events reported to determine whether any claims were paid in error or to ensure compliance with practice guidelines by the Contractor. The Contractor shall cooperate with all such investigative requests. Failure to cooperate is a material breach of this contract. The LME/PIHP will provide the Contractor a written summary of its findings within thirty (30) days. During such an investigation, if any issues are cited as out of compliance with this Contract or federal or state laws, rules or regulations, the Contractor may be required to document and implement a plan of correction. Contractor may contest and appeal a determination that claims were paid in error as outlined in the LME/PIHP Provider Operations Manual or as otherwise set forth in Controlling Authority.

4. BILLING AUDITS, DOCUMENTATION AND RECORDS RETENTION:

- A. Unmanaged visits by Member(s) to Contractor do not require prior authorization. All service delivery, both managed and unmanaged, require documentation and record retention in accordance with this section.
- B. The Contractor shall participate in and use best efforts to comply with the LME/PIHP's Utilization Management process, which may include requirements for pre-authorization, concurrent review and care management, credentialing review, and a retrospective utilization review of services provided for Member(s) whose services are reimbursed by the LME/PIHP. The Contractor shall provide the LME/PIHP with all necessary clinical information for the LME/PIHP's utilization management process. For purposes of this Article II Section 4, Contractor shall provide specifically denominated clinical or encounter information required by the LME/PIHP to meet State and Federal monitoring requirements within fifteen (15) calendar days of the request, except that LME/PIHP may grant additional time to respond for good cause

Contract #	0037T-000-FY23
Cost Center #	5000
Line Item #	0690-45 & 0690-05
Obligated	\$152,865.00

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

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

At a minimum of once every two (2) years the Contractor will participate in an audit of paid claims conducted by the LME/PIHP. LME/PIHP shall conduct an entrance

Contract #	0037T-000-FY23
Cost Center #	5000
Line Item #	0690-45 & 0690-05
Obligated	\$152,865.00

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

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

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

Contract #	0037T-000-FY23
Cost Center #	5000
Line Item #	0690-45 & 0690-05
Obligated	\$152,865.00

shall not be held liable for any provider records not stored, maintained, or transferred pursuant to this provision so long as it has attempted, in good faith, to obtain a written plan for maintenance and storage or a copy of such records from the Contractor. If the Contractor's contract is terminated or if the Contractor closes network operations (but continues to have operations elsewhere in the State), the Contractor shall either: 1) provide copies of medical records of Member(s) to LME/PIHP, or 2) submit a plan for maintenance and storage of all records for approval by the LME/PIHP. The LME/PIHP has the sole discretion to approve or disapprove such plan.

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

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

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

Contract #	0037T-000-FY23
Cost Center #	5000
Line Item #	0690-45 & 0690-05
Obligated	\$152,865.00

from date of such notification to either appeal the determination of the LME/PIHP or to remit the invoiced amount.

- D. If the LME/PIHP or Contractor determines that the Contractor has received payment from the LME/PIHP as a result of an error or omission, the LME/PIHP will provide a thirty (30) day notice to the Contractor of its intent to recoup funds related to errors or omissions. The LME/PIHP will provide an invoice to the Contractor including the Member(s) name and date(s) of service in question. Contractor shall have thirty (30) days from date of such notification to either appeal the determination of the LME/PIHP or to remit the invoiced amount.
- E. When authorized by Controlling Authority, Contractor may request a reconsideration of a recoupment or overpayment identified pursuant to this Article II Section 5, as outlined in the LME/PIHP Provider Operations Manual.
- F. Contractor understands and agrees that self-audits are encouraged by the LME/PIHP.
- 6. FEDERALLY REQUIRED CERTIFICATIONS AND ATTACHMENTS:**
The Contractor shall execute and comply with the attached federally required certifications and attachments, as follows:
- Environmental Tobacco Smoke – Certification for Contracts, Grants, Loans and Cooperative Agreements,
 - Lobbying – Certification for Contracts, Grants, Loans and Cooperative Agreements,
 - Drug-Free Workplace Requirements, and
 - Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions.
 - Outcomes and Reporting Measures
 - Mixed Services Payment Protocol
 - Provider Addendum
 - Business Associate Agreement
 - Contracted Services and Qualified/Approved Sites

7. COMPLAINTS AND GRIEVANCES:

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

Contract #	0037T-000-FY23
Cost Center #	5000
Line Item #	0690-45 & 0690-05
Obligated	\$152,865.00

or audit of Contractor by LME/PIHP, Contractor shall fully cooperate with all investigative requests of the LME/PIHP. Contractor's failure to cooperate with the LME/PIHP's investigation, review or audit performed pursuant to this Article II Section 7, shall constitute a material breach of this contract.

- C. Contractor will maintain a system to receive and respond timely to complaints received regarding the Contractor. The Contractor will maintain documentation on the complaint to include, at a minimum, date received, points of complaint, resolution/follow up provided, and date complaint resolved. The LME/PIHP will maintain documentation on all follow up and findings of any complaint investigation. The Contractor will be provided a written summary of the LME/PIHP's findings upon completion of the investigation, review or audit performed pursuant to this Article II Section 7.
- 8. ACCESS TO CARE ACCESS BY THE LME/PIHP:**
- A. Contractor shall use its best efforts to timely notify LME/PIHP any time a Member is admitted into its facility, continuously provide authorized and appropriate services to each Member and routinely update LME/PIHP regarding each Member receiving services from Contractor. Contractor shall coordinate the discharge of Member(s) with LME/PIHP to ensure that appropriate services have been arranged following discharge and to link Member(s) with other providers or community assistance. Contractor shall also allow appropriately credentialed LME/PIHP staff direct access to any Member(s), if requested by Member(s), determined to be clinically appropriate by the Member's treating physician, and/or requested in advance by the LME/PIHP. Contractor shall notify LME/PIHP representative in writing of all Member discharges at least thirty (30) days in advance of the anticipated date of discharge, if commercially reasonable, and in no event less than fourteen (14) days in advance of the anticipated date of discharge, unless exceptional circumstances necessitate a shorter notice.
- B. The LME/PIHP understands the importance of Member-Contractor matching and that problems or incompatibilities arise in the therapeutic relationship. Nevertheless, Contractor shall with the consent of the Member, collaborate with Member, Member's family members, and the LME/PIHP to assure continuity of care and that there is no disruption of service. The LME/PIHP will work collaboratively with the Contractor to resolve any problem(s) of continuity of care or in transferring the Member to another provider.
- C. When Contractor is accepting referrals, Contractor shall provide services to Members (1) within two (2) hours of an emergency or immediately for a life threatening emergency; (2) within forty-eight (48) hours when the service need is urgent and (3) within ten (10) days when service need is routine.
- D. Contractor shall meet the following access standards related to office waiting times:
- For scheduled appointments, Member(s) shall be seen within sixty (60) minutes after the appointed meeting time;
 - For walk-in appointments, Member(s) shall be seen within two (2) hours after their arrival and, if that is not possible, Contractor must schedule an appointment for the next available day;

Contract #	0037T-000-FY23
Cost Center #	5000
Line Item #	0690-45 & 0690-05
Obligated	\$152,865.00

- iii. For emergencies, Member(s) shall receive face-to-face emergency care within two (2) hours after the request for care is initiated, except that life threatening emergencies shall be managed immediately.
- E. For Contractors contracted to provide and bill Facility Based Crisis/Detox services/codes below
 - H0010
 - H2036
 - S9484
 - S9484: HA
 - YP485 for State
- i. Contractor shall ensure that a Member(s) receiving such services will also receive appropriate follow-up services within seven (7) calendar days.
- ii. In the event Contractor does not meet this standard by at least 50% of your Members, LME/PIHP may institute a financial penalty or other sanction.

9. PROPRIETARY INFORMATION AND INTELLECTUAL PROPERTY:

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

10. CONFIDENTIALITY:

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

11. HOURS OF OPERATION:

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

Contract #	0037T-000-FY23
Cost Center #	5000
Line Item #	0690-45 & 0690-05
Obligated	\$152,865.00

12. ADVOCACY FOR MEMBERS:

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

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

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

Contract #	0037T-000-FY23
Cost Center #	5000
Line Item #	0690-45 & 0690-05
Obligated	\$152,865.00

regarding the use of evidence-based program incentives, including the specification of the type(s) and equivalent dollar value(s) of any such nominal incentives offered, and the manner of utilization of any such approved incentives for clients, recipients, students, or other persons. "Nominal incentives" are restricted to those of no more than twenty-five dollars (\$25.00) in value per recipient, per event. Programs are strictly prohibited from utilizing any incentive items that could potentially be converted to cash, or that could be used for the purchase of any age-restricted product, such as tobacco, alcohol, drugs, weapons, or lottery tickets or any sexually oriented materials;

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

14. TRAINING AND TECHNICAL ASSISTANCE:

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

15. PRESERVATION OF DHHS PUBLIC FUNDS:

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

Contract #	0037T-000-FY23
Cost Center #	5000
Line Item #	0690-45 & 0690-05
Obligated	\$152,865.00

16. RESPONSE TO SURVIVORS OF DISASTERS AND OTHER HAZARDS:

If designated by LME/PIHP, Contractor providing MH/DD/SA services paid for with State and/or federal block grant funds, under the direction of the LME/PIHP and in coordination with the local Emergency Management agency(ies) shall deploy behavioral health disaster responders to deliver behavioral health disaster services to survivors and other responders within the counties served by the LME/PIHP. Behavioral health disaster services may be required at the site of a disaster, in emergency shelters, on the telephone/teletypewriter (TTY) machine, and other sites in which other disaster response agencies provide information or services to survivors and responders (e.g. The Federal Emergency Management Agency (FEMA) Disaster Application Centers, emergency medical intervention, decontamination or quarantine sites). When it is determined that survivors or other disaster responders are in need of longer term mental health, developmental disabilities and/or substance abuse services Contractor's behavioral health disaster responders shall refer such persons in need to the LME/PIHP or its designee for further assistance.

17. CLINICAL OUTCOME MEASURES:

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

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

18. INSURANCE:

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

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

as specified in Appendix G. LME/PIHP reserves the right to review its insurance limits annually and revise them as needed. Contractor shall obtain coverage that may only be suspended, voided, canceled or reduced by the carrier upon thirty (30) days prior written

Page 21 of 50
Procurement Contract – Non-UCR PSA

Contract #	0037T-000-FY23
Cost Center #	5000
Line Item #	0690-45 & 0690-05
Obligated	\$152,865.00

notice to Contractor, which written notice shall be forwarded by Contractor to LME/PIHP within five (5) business days. Contractor shall submit certificates of coverage to LME/PIHP. Upon DHB's request, LME/PIHP shall submit copies of these certificates to DHB.

ARTICLE III:
RIGHTS AND OBLIGATIONS OF THE LME/PIHP

1. REIMBURSEMENT:

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

2. CONFIDENTIALITY OF CERTAIN CONTRACTOR INFORMATION:

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

Page 22 of 50
Procurement Contract – Non-UCR PSA
NCHRC – Naloxone Kits
DHHS 22-TR-28 & Trillium
Federal & County Non-UCR
Revised 10/1/2020 – Effective 11/1/2020

Contract #	0037T-000-FY23
Cost Center #	5000
Line Item #	0690-45 & 0690-05
Obligated	\$152,865.00

and employees against the action. The Contractor agrees that it shall hold the State and its employees, officials, and agents and the LME/PIHP and its officials and employees harmless from any and all damages, costs, and attorneys' fees awarded against the LME/PIHP or the State in the action. The LME/PIHP agrees to give the Contractor prompt written notice of any action seeking to compel the disclosure of Contractor's trade secrets. The LME/PIHP and the State shall have the right, at its option and expense, to participate in the defense of the action through its counsel. The LME/PIHP and the State shall have no liability to Contractor with respect to the disclosure of Contractor's trade secrets pursuant to an order issued by a court of competent jurisdiction pursuant to G.S. §132-9 or any other applicable law.

3. REFERRALS TO CONTRACTOR:

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

4. UTILIZATION MONITORING:

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

5. QUALITY ASSURANCE AND QUALITY IMPROVEMENT:

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

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

Contract #	0037T-000-FY23
Cost Center #	5000
Line Item #	0690-45 & 0690-05
Obligated	\$152,865.00

- g. Provide data about individual Member(s) for research and study to the Contractor based on the parameters set by the LME/PIHP.

6. CARE MANAGEMENT/ COORDINATION OF CARE:

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

7. AUTHORIZATION OF SERVICES:

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

Contract #	0037T-000-FY23
Cost Center #	5000
Line Item #	0690-45 & 0690-05
Obligated	\$152,865.00

authorization must be submitted within ninety (90) days of primary denial or notice of enrollment.

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

**ARTICLE IV:
BILLING AND REIMBURSEMENT**

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

Contract #	0037T-000-FY23
Cost Center #	5000
Line Item #	0690-45 & 0690-05
Obligated	\$152,865.00

1. SUBMISSION OF CLAIMS:

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

Page 26 of 50

Contract #	0037T-000-FY23
Cost Center #	5000
Line Item #	0690-45 & 0690-05
Obligated	\$152,865.00

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

2. PAYMENT OF CLAIMS:

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

3. THIRD PARTY REIMBURSEMENT:

- A. Contractor will comply with N.C.G.S. §122C-146, which requires the LME/PIHP to make every reasonable effort to collect payments from third party payors. Each time a Member receives services, Contractor shall determine if the Member has third party coverage that covers the service provided.
- B. Contractor is required to bill all applicable third party payors prior to billing the LME/PIHP.
 - i. Medicaid benefits payable through the LME/PIHP are secondary to benefits payable by a primary payer, including Medicare, even if the primary payer states that its benefits are secondary to Medicaid benefits or otherwise limits its payments to Medicaid Member(s).

Page 27 of 50
 Procurement Contract – Non-UCR PSA
 NCHRC – Naloxone Kits
 DHHS 22-TR-28 & Trithium
 Federal & County Non-UCR
 Revised 10/1/2020 – Effective 11/1/2020

Contract # 0037T-000-FY23
Cost Center # 5000
Line Item # 0690-45 & 0690-05
Obligated \$152,865.00

- ii. The LME/PIHP makes secondary payments to supplement the primary payment if the primary payment is less than the lesser of the usual and customary charges for the service or the rate established by the LME/PIHP.
 - iii. The LME/PIHP does not make a secondary payment if the Contractor is either obligated to accept, or voluntarily accepts, as full payment, a primary payment that is less than its charges.
 - iv. If Contractor or Member receives a reduced primary payment because of failure to file a proper claim with the primary payor, the LME/PIHP secondary payment may not exceed the amount that would have been payable if the primary payer had paid on the basis of a proper claim.
 - v. Contractor must inform the LME/PIHP that a reduced payment was made, and the amount that would have been paid if a proper claim had been filed.
- C. Contractor shall bill the LME/PIHP for third party co-pays and/or deductibles only as permitted by Controlling Authority.
4. **UNDERPAYMENT/PAYMENTS POST APPEALS:**
- A. If the LME/PIHP determines that Contractor has not been paid a claim or a portion of a claim that the LME/PIHP determines should be allowed for any reason, the LME/PIHP shall provide a thirty (30) day notice to the Contractor of the intent to pay the claims or portions of claims. Such notice of action shall identify the Member(s) name and date(s) of service in question, the specific determination made by the LME/PIHP as to each claim, and the amount of payment due to the Contractor. Contractor shall have thirty (30) days from date of such notification to appeal the determination of the LME/PIHP. The LME/PIHP shall make such payment within thirty (30) days of the date of the notice of intent to pay claims or portions of claims.
 - B. Within thirty (30) days of the conclusion of any grievance, appeal or litigation that determines that LME/PIHP improperly failed to pay a claim or a portion of a claim to Contractor, the LME/PIHP shall remit the amount determined to be owed to Contractor.

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Contract # 0037T-000-FY23
Cost Center # 5000
Line Item # 0690-45 & 0690-05
Obligated \$152,865.00

**Signature Page Between:
TRILLIUM HEALTH RESOURCES
And
COUNTY OF COLUMBUS**

IN WITNESS WHEREOF:

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

COUNTY OF COLUMBUS


Legally Authorized Representative

ADDRESS: 127 West Webster Street, Whiteville, NC 28472
TELEPHONE: 910-640-6630
TAX ID: 56-60000289

TRILLIUM HEALTH RESOURCES

SIGNATURE AREA

Legally Authorized Representative
201 WEST FIRST STREET
GREENVILLE, NC 27858

Appendix A – NCHRC
Revised 10/1/2020– Effective 11/1/2020

Contract # 0037T-000-FY23
Cost Center # 5000
Line Item # 0690-45 & 0690-05
Obligated \$152,865.00

REQUIRED ATTACHMENTS TO THE PROCUREMENT CONTRACT

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

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

Contract #	0037T-000-FY23
Cost Center #	5000
Line Item #	0690-45 & 0690-05
Obligated	\$152,865.00

**APPENDIX A
FEDERAL ASSURANCES CERTIFICATION
REGARDING ENVIRONMENTAL TOBACCO SMOKE
COUNTY OF COLUMBUS**

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

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



Contractor: Legally Authorized Representative

Appendix A - NCHRC
Revised 10/1/2020 - Effective 11/1/2020

**APPENDIX B
FEDERAL ASSURANCES CERTIFICATION
REGARDING LOBBYING
COUNTY OF COLUMBUS**

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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

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

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



Page 33 of 50

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

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

- A. **Definitions.** As used in this provision,
- Controlled substance** means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.1- 1308.15.
- Conviction** means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
- Criminal Drug Statute** means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, and possession or use of any controlled substance.
- Drug-Free Workplace** means a site for the performance of work done in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
- Employee** means an employee of a Contractor directly engaged in the performance of work under a Government contract.
- Individual** means an offeror/contractor that has no more than one employee including the offeror/contractor.
- B. By submission of its offer, the offeror, if other than an individual, who is making an offer that equals or exceeds \$25,000, certifies and agrees, that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation it will:
1. Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 2. Establish a drug-free awareness program to inform such employees about:
 - The dangers of drug abuse in the workplace.
 - The Contractor's policy of maintaining a drug-free workplace.
 - Any available drug counseling, rehabilitation, and employee assistance programs.
 - The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 3. Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph B-1 of this provision.
 4. Notify such employees in the statement required by subparagraph B-1 of this provision, that as a condition of continued employment on the contract resulting from this solicitation, the employee will:
 - Abide by the terms of the statement; and
 - Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 5. Notify the contracting officer within ten (10) days after receiving notice under Subdivision B-4 of this provision, from an employee or otherwise receiving actual notice

Appendix C - NCHRC
Revised 10/1/2020 - Effective 11/1/2020

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

 SIGNATURE OF [unclear]

Contractor: Legally Authorized Representative

(Remainder of page left intentionally blank)

Appendix C - NCHRC
Revised 10/1/2020 - Effective 11/1/2020

Page 35 of 50

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

INSTRUCTIONS FOR CERTIFICATION

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

Appendix D - NCHRC
Revised 10/1/2020 - Effective 11/1/2020

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

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

 SIGNATURE AREA

Contractor: Legally Authorized Representative

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**APPENDIX E
OUTCOMES AND REPORTING REQUIREMENTS FOR AGENCIES
COUNTY OF COLUMBUS**

A. OUTCOMES:

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

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

B. REPORTING REQUIREMENTS:

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

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

 SIGNATURE AREA

Contractor: Legally Authorized Representative

**APPENDIX G
AGENCY ADDENDUM
COUNTY OF COLUMBUS**

1. DISCLOSURES AND ENROLLMENT:

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

2. INSURANCE:

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

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

Contractor: Legally Authorized Representative



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

This Agreement is made effective the 1st day of July, 2022 by and between **TRILLIUM HEALTH RESOURCES** ("Covered Entity") and **COUNTY OF COLUMBUS** ("Business Associate") (collectively the "Parties").

1. BACKGROUND:

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

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

2. DEFINITIONS:

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

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

- D. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the Contract or other applicable law or agreements.

5. TERM AND TERMINATION:

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

6. GENERAL TERMS AND CONDITIONS:

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

Contractor: Legally Authorized Representative

SIGNATURE AREA

ATTACHMENT A**TRILLIUM HEALTH RESOURCES
Contracted Services
For****COUNTY OF COLUMBUS****AGREEMENT FOR PROFESSIONAL SERVICES****CONTRACT PERIOD: July 1, 2022 – June 30, 2023**

THIS AGREEMENT is made and entered into this the 1st day of July, 2022 between **TRILLIUM HEALTH RESOURCES** (“**TRILLIUM**”), an Area Authority organized and existing pursuant to North Carolina Statutes, Chapter 122C whose mailing address is 201 W. First Street, Greenville, NC 27858, and **COUNTY OF COLUMBUS** (hereinafter referred to as the “**CONTRACTOR**”), whose mailing address is 127 West Webster Street, Whiteville, NC 28472, Phone Number 910-640-6600 and whose tax identification number (or social security number) is 56-6000289.

WITNESSETH:

For and in consideration of the mutual promises hereinafter set forth, the parties intending to be legally bound do hereby agree as follows:

I. CONTRACTOR RESPONSIBILITIES

A. The **CONTRACTOR** does hereby agree to provide the following services to **TRILLIUM HEALTH RESOURCES**:

1. **CONTRACTOR** agrees to purchase items used to help reduce the number of opioid related overdoses and deaths including naloxone, lock boxes and/or agreed upon items described in accordance to attachment B for the purpose of supporting opioid remediation programs in Trillium’s coverage area.

II. TRILLIUM RESPONSIBILITIES

- A. Trillium agrees to pay **CONTRACTOR** a maximum not to exceed **\$152,865.00** in Non-UCR (Non-Unit Cost Reimbursement) Funds for the purchases set forth in Contractor Responsibilities.
- B. Funding not used during the effective dates of this contract will be considered for carry over funding.

III. INVOICES AND REIMBURSEMENT

- A. **CONTRACTOR** will submit an invoice along with the receipt and order form detailing purchase to Accounts Payable at AccountsPayable@trilliumnc.org.
- B. **CONTRACTOR** will identify on the invoice the service(s) being reported and the Non-UCR Contract number associated with the invoice. For this invoice, **CONTRACTOR** should use Opioid Remediation – Non-UCR Contract #0037T-000-FY23 on the invoice.
- C. Each invoice shall have an attestation/certification statement that states the following: “I hereby attest or certify that the services reported for payment are correct and have been performed according to the terms of the contract.” This statement shall be signed and dated by the **CONTRACTOR**.

Page 44 of 50

- D. Payment shall be made to the **CONTRACTOR** within thirty (30) days from the receipt date of approved, accurate, and complete invoicing.
- E. Invoices/billing documentation received after sixty (60) days from the deadline may be subject to slower processing times, or be at risk for unavailability of funds with the exception of fiscal year end, June 30th. All invoices for the fiscal year must be submitted by July 15th in order to receive reimbursement as funds for the fiscal year are unavailable to Trillium after July 27th.
- F. All assets purchased with these funds with a value of \$5,000.00 or more must be reported to Trillium Health Resources on a monthly basis. The reports must be submitted to Accounts Payable at AccountsPayable@trilliumnc.org.

III. REPORTING REQUIREMENTS

- A. A report of all purchases will be required at the end of the fiscal year.

IV. CONDITIONS

- A. It is expressly understood and agreed that in carrying out the services to be performed hereunder:
 1. The **CONTRACTOR** shall furnish, at **CONTRACTOR**'s own cost and expense, **CONTRACTOR**'s own materials and supplies required to carry out **CONTRACTOR**'s duties hereunder, except as otherwise expressly provided in paragraph 2 above;
 2. Any and all other expenses incurred by the **CONTRACTOR** in performing the required services shall be at the **CONTRACTOR**'s sole cost and expense;
 3. The **CONTRACTOR** will work at such times and for such hours as **TRILLIUM HEALTH RESOURCES** deems necessary for the fulfillment of the contract.
 4. The **CONTRACTOR** shall be an independent contractor and not an employee with respect to **TRILLIUM**, and the **CONTRACTOR** shall have all of the rights and duties, and all of the discretion normally associated with such relationship.
 5. If reimbursement of funds is required by Medicaid, the State of North Carolina or **TRILLIUM**, due to negligent record keeping, or documentation by the **CONTRACTOR** or a failure by the **CONTRACTOR** to comply with minimum standards, APSM 30-1, or to follow licensure or accreditation requirements or Medicaid requirements, the **CONTRACTOR** will be responsible for the reimbursement of all such funds including administrative overhead within 30 days of notification.
 6. **TRILLIUM** is required to provide to the **CONTRACTOR** all pertinent rules, regulations, standards and other information distributed by the Division necessary for the performance of the **CONTRACTOR** under the terms of the Contract. **TRILLIUM** is required to monitor the Contract to assure compliance with rules of the Commission and the Secretary, G.S. 122C-142 and other applicable laws and regulations.
 7. **TERMINATION**. This Agreement may be terminated under the following circumstances:
 8. **TRILLIUM** may terminate the Agreement immediately if funds granted for the program are revoked or terminated by the funding agencies in a manner beyond the control of **TRILLIUM** for the duration of the Contract period. In this situation, any and all of the obligations of the **TRILLIUM** and the **CONTRACTOR** under this contract shall immediately cease.
 9. The Contract may be terminated immediately by either party with cause upon written notice to the other party and with written documentation to the other party

- detailing the grounds for termination. TRILLIUM agrees to compensate the CONTRACTOR for services performed under this contract prior to the date of termination.
10. TRILLIUM may terminate this contract immediately upon notice to the CONTRACTOR, without cause, in its sole discretion. TRILLIUM agrees to compensate the CONTRACTOR for services performed under this contract prior to the date of termination.
 11. If this Contract is for a period greater than thirty (30) days, it may also be terminated at any time upon mutual consent of both parties or after thirty (30) days upon notice of termination by one of the contracting parties.
 12. If a dispute arises between CONTRACTOR and TRILLIUM with regard to the terms of this Agreement, and such dispute cannot be resolved by mutual agreement, TRILLIUM shall exercise its rights of termination under subparagraph (b) above.
 13. The parties hereto agree that TRILLIUM may, in its discretion, withhold from any or all of the payments made pursuant to paragraph 2 hereof any amounts which TRILLIUM deems necessary for compliance with any state or federal laws or regulations, including without limitation, the Internal Revenue Code, as amended.
 14. The CONTRACTOR and TRILLIUM shall indemnify and hold harmless each other and their designated representatives from any and all claims, suits, actions, and liabilities caused by the CONTRACTOR's performance of work pursuant to this Agreement.
 15. In addition to the foregoing, the following terms and conditions shall be a part of this contract:
 - a. Contractor agrees to acknowledge "Trillium Health Resources" as the funding source in any brochures, advertising, trainings, or other information distributed to the public. Contractor must only use Trillium Health Resources'-provided logos on any websites and/or printed materials dedicated to the program. Contractor should not use the Trillium Health Resources name on any literature without obtaining prior written approval from Trillium Health Resources' Communications team; please request logos and send all materials for review to info@TrilliumNC.org prior to printing or distribution.
 16. This Agreement shall be construed according to and governed by the laws of the State of North Carolina, notwithstanding the fact that both or either of the parties hereto is or may become a resident or citizen of another state or country.
 17. This Agreement contains the entire Agreement of the parties hereto. No modification, amendment, change or discharge of any terms or provisions of this Agreement shall be valid or binding unless the same is in writing and signed by both the parties hereto. No waiver of any of the terms of the Agreement shall be valid unless signed by the party against whom each such waiver is asserted. Any waiver of any provision of this Agreement in any instance shall not be a waiver in any other instance; and according to policy adopted by TRILLIUM, CONTRACTOR shall not be restricted to fund balance limitations.
 18. CONTRACTOR is responsible for the adoption, assessment, collection and disposition of fees, if applicable, in accordance with G.S. 122C-146. If applicable, equipment purchased with Non unit-cost reimbursement funds, such as startup or special purpose funding, title to assets purchased under the contract in whole or in part rests with TRILLIUM so long as that party continues to provide the services which were supported by the contract. If such services are discontinued, disposition of the assets shall occur as approved by the Division.

19. If applicable, the CONTRACTOR shall provide TRILLIUM with consumer records and data about individual consumers for purpose of monitoring, research and study, financial audits of third party payors, research and evaluation.
20. When applicable, the CONTRACTOR shall make available to TRILLIUM its accounting records for the purpose of audit by relevant authorities and that the party will, when required by general statute or in accordance with the annual Memorandum of Agreement, have an annual audit by an independent certified public accountant and submit to the TRILLIUM two (2) copies of the audit report within (90) days of the end of the CONTRACTOR's previous fiscal year, of which one copy shall be forwarded to the Office of the State Auditor at 300 N. Salisbury Street, Raleigh, NC 27603-5903.
21. CONTRACTOR shall, as a material condition of this Contract, obtain and continuously maintain insurance coverage that coincides with standard industry practice for the industry in which CONTRACTOR is engaged, which may include, but is not limited to, the following:
 - a. General Liability Insurance;
 - b. Automobile Liability Insurance;
 - c. Worker's Compensation Insurance;
 - d. Employer's Liability Insurance; and/or
 - e. Professional Liability Insurance.
- b. TRILLIUM reserves the right to review its insurance limits annually and revise them as needed. CONTRACTOR shall obtain coverage that may only be suspended, voided, canceled or reduced by the carrier upon 30-days prior written notice to CONTRACTOR, which written notice shall be forwarded by CONTRACTOR to TRILLIUM within five (5) business days. CONTRACTOR shall submit certificates of coverage to TRILLIUM.
22. This Contract shall contain no stricken and initialed provisions, other than for correction of minor clerical errors. Any stricken and initialed provisions shall not be deemed removed from this contract, and the contract shall be interpreted as if such provisions had not been stricken. Both parties to the contract must initial corrections of clerical errors.
23. Health Insurance Portability and Accountability Act (HIPAA). The Provider and TRILLIUM shall be in compliance with the final HIPAA rules and regulations and each party shall provide evidence to the other party of this compliance upon request. The parties hereto specifically agree to amend this Agreement on a timely basis as necessary to comply with any and all laws relating to privacy of healthcare information, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA). If the parties are unable to agree to such amendments, they agree to participate in mediation. If the parties are still unable to agree, the Agreement will terminate in accordance with Section 5 b of the Agreement prior to the effective date(s) for compliance with such privacy laws. If applicable, the Business Associate Agreement must be signed.
24. Comply with all Confidentiality Rules and Requirements in accordance with N.C.G.S. 122C-51 through 122C-56. The CONTRACTOR agrees to keep these matters confidential and to discuss them with only the appropriate TRILLIUM staff member or other professional people designated by TRILLIUM. The CONTRACTOR has read and signed the Confidentiality Rules required of Mental Health Centers.
25. Nothing in this Contract shall be construed as creating or justifying any liability, claim or cause of action, however alleged or arising, by LME/PIHP or Contractor against the Department. Additionally, no assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted.

however alleged or arising, by LME/PIHP or Contractor against the Department. Additionally, no assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted.

COUNTY OF COLUMBUS


Contractor: Legally Authorized Representative

TRILLIUM HEALTH RESOURCES

SIGNATURE AREA

Legally Authorized Representative

ATTACHMENT B

Proposal to Trillium from Columbus County
 Re: Opioid Remediation Request for Funding
 August 15, 2022

Columbus County requests for this funding will serve Columbus County Residents. Columbus County is requesting a total of \$152,865.00 to support the following areas as outlines in the Trillium Notification of the availability of Opioid Remediation Funds:

Area 1. Columbus County is requesting \$8865.00 to purchase 250 Medication Lockboxes @\$35.46 each. The Medication Lockboxes will be available for distribution free of charge via the Columbus County Health Department Services and Community Health fair events to Columbus County residents who request or require prescription medications to be secured from tampering. Currently no other funding source exists for the purchase of these supplies. Lockboxes will be purchased from Amazon no later than December 1, 2022 and stored at the County Health Department. In 2020, Columbus's rate of Opioid related death rate was 41 out of 100,000 people and the rate has continued to rise during 2021 and 2022. The use of Fentanyl in Columbus County has been rising during the past 2 years and the majority of deaths in the County within 2022 is related to Fentanyl. The corresponding state rate of death from the same time period related to Opioids is 28 out of 100,000 individuals. Columbus County continues to rank among the highest death and overdose rates/county throughout the state. Columbus County, thru Kate B. Reynolds foundation funding has completed a needs assessment of their county's substance use issues and is in the process of completing a strategic plan to address this epidemic. The Strategic Plan has several areas of focus including Prevention and Harm Reduction activities and views the addition of medication lock boxes as an important tool to assist in its harm reduction efforts. See attached specifications on the order for the Medication Lock Boxes.

Area 3. Columbus County is requesting \$144,000.00 to purchase the MAT - Vivitrol injectible medications before December 2022 for the population it anticipates receiving services at the Healing Place of New Hanover County. The County, thru its use of the Opioid Settlement funds has plans to purchase up to 12 beds in the new Healing Place of New Hanover County Facility for the residents of the County who are medically indigent and/or underinsured. Columbus County estimates that the 12 beds will serve approximately 100 indigent Columbus County residents with stays for up to 90 days each. The cost of these beds will be \$65.00/day for a total cost of \$284,700.00 annually. The costs of which will be paid for from the County's share of its Opioid Settlement funds. This service will provide emergency admission as requested, detox, stabilization and long term-

residential treatment to individuals w Opioid and Other Substance use disorders. Individual transportation to and from Columbus County as requested is also included in this cost. What this expenditure will not provide is Medication Assistance for those individuals who select MAT (Medication Assisted Treatment). The Healing Place will allow their residents to participate in MAT so long as it is a monthly injectible form of Vivitrol. Columbus has worked out an arrangement with PORT Health and its pharmacies to purchase the injectible medication and to administer the injection at the Healing Place of New Hanover location in Wilmington. Up to 3 injections (3 months) of injectible Vivitrol will be provided to those medically indigent or underinsured individuals who are in residence at the Healing Place of New Hanover County from Columbus County. The cost of 1 inject is \$1600.00 x 3 injections=\$4800.00/individual. Columbus County is estimating that of the 100 referrals to the HPNC about 30% will request MAT which will be about 30 clients. Columbus County is requesting funding for 3 MAT doses for 30 indigent residents at an estimated cost of \$144,000.00. The injectable form of MAT will be purchased before December 2022 and will only be available upon request from County sponsored admissions to the HPNC.

Number to show for treatment	Estimate of indigent individuals requesting Injectible Vivitrol	Number needing Vivitrol	Number of Vivitrol injections/ individual	Total number of Vivitrol injections to purchase by Dec 2022	Cost/ injection	Total request of Trillium
101	30%	30	3	90	\$1,600	\$144,000

See the attached invoice from the supplier and the written agreement between PORT Health and the County for administration of the injectible MAT for your consideration.

**Signature Page Between:
 TRILLIUM HEALTH RESOURCES
 And
 COUNTY OF COLUMBUS**

IN WITNESS WHEREOF:

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

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

MOTION:

Commissioner McDowell made a motion to approve the agreement, seconded by Commissioner Smith. The motion unanimously passed.

Agenda Item #14: SCC- Fire & EMS Safety Program:

Dr. Sylvia Cox, Executive Vice President/Chief Academic Officer, will provide an overview of Southeastern Community College's Fire & EMS Safety Program.

MOTION:

Commissioner Bullard stated no motion is required.

Agenda Item #15: Transportation – Request to Establish a Public Hearing:

Joy Jacobs, Director, is requesting Board approval to establish a Public Hearing on December 5th, 2022, at 6:30 P.M. or as soon thereafter may be heard.

Important – A public hearing **MUST** be conducted whether or not requested by the Public.

PUBLIC HEARING RECORD
Section 5311 (including ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.

APPLICANT: Columbus County
DATE: December 5, 2022
PLACE: 127 W Webster St, 3rd floor, Commissioners Chambers
TIME: _____

How many BOARD MEMBERS attended the public hearing? _____
How many members of the PUBLIC attended the public hearing? _____

Public Attendance Surveys
 (Attached)
 (Offered at Public Hearing but none completed)

I, the undersigned, representing (*Legal Name of Applicant*) Columbus County do hereby certify to the North Carolina Department of Transportation, that a Public Hearing was held as indicated above and

During the Public Hearing
 (NO public comments)
 (Public Comments were made and meeting minutes will be submitted after board approval)

The estimated date for board approval of meeting minutes is: _____

Signature or Clerk to the Board

Printed Name and Title

Date

Affix Seal Here

Voluntary Title VI Public Involvement

Title VI of the Civil Rights Act of 1964 requires the North Carolina Department of Transportation (NC DOT) to gather statistical data regarding participants and beneficiaries of the agency’s federal-aid programs and activities. NC DOT collects information on race, color, national origin and gender of the attendees to this public meeting to ensure the inclusion of all segments of the population impacted by a proposed project.

NC DOT wishes to clarify that this information gathering process is **completely voluntary** and that you are not required to disclose the statistical data requested to participate in this meeting. This form is a public document used to collect data, only.

The completed forms will be held on file at the North Carolina Department of Transportation. For Further information regarding this process please contact the NCDOT Title VI Program at telephone number 919.508.1808 or email at titlevi@ncdot.gov.

Project Name: _____		Date: _____
Meeting Location: Name (please print)		Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female
General ethnic identification categories (check one)		
<input type="checkbox"/> Caucasian	<input type="checkbox"/> Hispanic American	<input type="checkbox"/> American Indian/Alaskan Native
<input type="checkbox"/> African American	<input type="checkbox"/> Asian/Pacific Islander	Other: _____
Color: _____	National Origin: _____	

After completing this form, please fold and place it inside the designated box on the registration table.

Thank you for your cooperation.

MOTION:

Commissioner Byrd made a motion to approve the public hearing to be held on December 5th, 2022, seconded by Commissioner Smith. The motion unanimously passed.

Agenda Item #16: Housing Authority – Approval to Increase Payment Standards for New Voucher Holders:

Rebecca Tyson, Housing Authority Director, is requesting approval to raise Payment Standards to 120% of the Fair Market Rent.

Columbus County
HOUSING AUTHORITY

TELEPHONE
910-640-6618



TELEFAX
910-642-0465

10/27/2022

Payment Standard increase to the maximum of 120 %

Each year HUD releases Fair Market Rent documents for each county. The PHA takes these rates and completes a Payment Standard table using 110% of the amounts posted. If the agency is to use anything over 110% permission is needed from the PHA's board. For the past year the agency has been covered by a COVID-19 waiver from the HUD field office in Greensboro, NC. This waiver allowed us to use 120% with authorization from the field office and HUD headquarters. The HUD Covid-19 payment standard waiver is set to expire on 12/31/2022. Which means effective 01/01/2023 the office will have to resort back to using 110% when calculating payment standards. Using the 120% has greatly helped our current tenants, and new applicants just receiving vouchers. Having to revert back to a lower payment standard will create great hardships for our new voucher holders. Our families are already experiencing hardship with everyday inflation, and with a \$640.00 payment standard it will be harder for them to find decent, safe, and affordable housing. Most of the apartments in the area, don't even fit within that payment standard any more.

We've been instructed by our HUD field office, that we can utilize the 120% increase but only with the approval of the board. If there is any additional information I can provide you with, please let me know. I can be reached at 910-640-6618 ext.#1 or via email at rtyson@columbusco.org

Sincerely,

Rebecca Tyson
Rebecca Tyson
Executive Director

612 N. Madison St. • PO BOX 829 • Whiteville, NC 28472

MOTION:

Commissioner McDowell made a motion to approve the Payment Standards to 120%, seconded by Commissioner Byrd. The motion unanimously passed.

Agenda Item #17: Sheriff's Office – Approval of Contract with Institutional Correctional Healthcare for Inmate Medical Services:

Sheriff Bill Rogers is requesting Board Approval

This contract is on file in the Clerk's Office.

MOTION:

Commissioner McMillian made a motion to approve the agreement, seconded by Commissioner Byrd. The motion unanimously passed.

Agenda Item #18: Emergency Services – Approval of Bid for QRV:

County Manager Eddie Madden is requesting Board approval.

Quick Response Vehicle
RFP Budget

Town of Lake Waccamaw					
Budget Items	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
1 Paramedic Staffing (4) /Benefits	\$242,000.00	\$250,000.00	\$257,000.00	\$264,000.00	\$272,000.00
2 Part-Time Staff	\$20,000.00	\$21,600.00	\$23,500.00	\$25,500.00	\$27,500.00
3 Supplies/Meds/O2/Equipment	\$13,000.00	\$8,000.00	\$9,000.00	\$10,000.00	\$11,000.00
4 Background Checks/ Screenings	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
5 Telephone/Data	\$600.00	\$600.00	\$600.00	\$700.00	\$700.00
6 Maintenance/Fuel	\$11,000.00	\$13,500.00	\$15,500.00	\$17,500.00	\$20,000.00
7 Travel/Training	\$1,000.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00
8 Uniforms	\$4,135.00	\$5,500.00	\$7,500.00	\$9,000.00	\$10,500.00
9 Vehicle/Malpractice Insurance	\$5,000.00	\$6,600.00	\$7,500.00	\$8,500.00	\$9,500.00
10 QRV/Graphics	\$80,000.00	\$0.00	\$0.00	\$0.00	\$0.00
11 QRV Maint.	\$1,500.00	\$1,600.00	\$3,000.00	\$3,000.00	\$3,000.00
12 Lucas Device	\$18,000.00	\$1,500.00	\$2,000.00	\$2,500.00	\$3,000.00
13 Defib/ Monitor/ Upgrades	\$36,000.00	\$2,000.00	\$2,500.00	\$2,800.00	\$3,100.00
14 Supplies/ Equipment	\$8,500.00	\$8,500.00	\$5,000.00	\$6,000.00	\$7,000.00
15 Radios	\$10,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,500.00
16 Computers	\$3,000.00	\$500.00	\$600.00	\$700.00	\$3,000.00
	\$454,235.00	\$323,400.00	\$337,200.00	\$354,200.00	\$374,800.00
			5 Year	TOTAL:	\$1,843,835.00

Whiteville Jacee Rescue					
Budget Items	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
1 Paramedic Staffing (4)	\$200,000.00	\$216,000.00	\$234,000.00	\$254,000.00	\$274,000.00
3 Benefits	\$85,000.00	\$98,000.00	\$105,000.00	\$114,000.00	\$122,000.00
2 Part-Time Staff	\$19,000.00	\$21,500.00	\$23,500.00	\$26,000.00	\$28,500.00
4 Supplies/Meds/O2/Equipment	\$5,000.00	\$7,500.00	\$8,500.00	\$9,000.00	\$9,500.00
5 Telephone/Data	\$2,500.00	\$2,000.00	\$2,100.00	\$2,200.00	\$2,500.00
6 Maintenance/Fuel	\$12,000.00	\$15,000.00	\$17,000.00	\$19,000.00	\$21,000.00
7 Travel/Training	\$1,000.00	\$2,000.00	\$2,500.00	\$3,000.00	\$3,500.00
8 Uniforms	\$2,000.00	\$2,200.00	\$2,400.00	\$2,300.00	\$2,500.00
9 Rent/Lease	\$10,000.00	\$11,000.00	\$12,000.00	\$13,000.00	\$14,000.00
10 Vehicle/Malpractice Insurance	\$6,000.00	\$6,500.00	\$7,000.00	\$7,000.00	\$7,500.00
11 QRV/Graphics	\$0.00	\$55,000.00	\$0.00	\$0.00	\$0.00
12 Lucas Maint. Contract	\$0.00	\$2,000.00	\$2,000.00	\$2,100.00	\$2,300.00
13 Defib/ Monitor Upgrades	\$0.00	\$10,000.00	\$2,500.00	\$2,600.00	\$2,800.00
14 Radios	\$5,000.00	\$10,000.00	\$0.00	\$0.00	\$0.00
15 Computers	\$3,500.00	\$600.00	\$600.00	\$600.00	\$700.00
	\$351,000.00	\$459,300.00	\$419,100.00	\$454,800.00	\$490,800.00
			5 Year	TOTAL:	\$2,175,000.00

Quick Response Vehicle
RFP Budget

Tabor City ES					
Budget Items	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
1 Director	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2 Training Officer/Supervisor	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3 Paramedic Staffing (4)	\$210,000.00	\$227,000.00	\$246,000.00	\$266,000.00	\$288,000.00
4 Benefits	\$91,000.00	\$99,000.00	\$107,000.00	\$115,000.00	\$124,000.00
5 Part-Time Staff	\$22,000.00	\$24,000.00	\$26,000.00	\$28,000.00	\$30,000.00
6 Supplies/Meds/O2	\$19,000.00	\$13,000.00	\$14,000.00	\$15,000.00	\$16,000.00
7 Telephone/Data	\$1,900.00	\$1,900.00	\$2,000.00	\$2,100.00	\$2,200.00
8 Maintenance/Fuel	\$12,000.00	\$13,000.00	\$14,000.00	\$15,000.00	\$16,000.00
9 Travel/Training	\$2,500.00	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00
10 Uniforms	\$1,500.00	\$1,600.00	\$1,700.00	\$1,800.00	\$1,900.00
11 Vehicle/Malpractice Insurance	\$5,500.00	\$7,000.00	\$8,500.00	\$10,000.00	\$11,500.00
12 Rent/ Lease	\$11,000.00	\$11,000.00	\$13,000.00	\$14,000.00	\$15,000.00
13 Office Supplies	\$1,500.00	\$1,000.00	\$1,000.00	\$1,200.00	\$1,300.00
14 QRV/Graphics	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00
16 Lucas Device	\$18,000.00	\$1,500.00	\$2,000.00	\$2,200.00	\$2,400.00
17 Defib/ Monitors	\$34,000.00	\$2,000.00	\$2,500.00	\$2,800.00	\$3,100.00
18 Supplies/ Equipment	\$9,000.00	\$9,500.00	\$6,000.00	\$7,000.00	\$8,000.00
19 Radios	\$10,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$3,000.00
20 Computers	\$4,000.00	\$600.00	\$700.00	\$800.00	\$900.00
	\$502,900.00	\$416,100.00	\$449,400.00	\$486,400.00	\$526,800.00
			5 Year	TOTAL:	\$2,381,600.00



COUNTY OF COLUMBUS, NORTH CAROLINA
NOTICE TO BIDDERS

September 2, 2022

RE: Request for Proposals
EMS Quick Response Vehicle (QRV) Program
o Columbus County Emergency Services

To Whom It May Concern:

The County of Columbus is seeking qualified Emergency Medical Service (EMS) firms to provide 24-hour paramedic level quick response vehicle (QRV) services. The area of Columbus County is approximately nine hundred fifty-four (954) square miles with a population of approximately 55,000.00 residents. The Quick Response Vehicle will be assigned to a response district and may be called upon to provide advanced level emergency medical services in neighboring communities when available pursuant to the mutual aid agreements. Below you will find a "Request for Proposals", which identifies the EMS project anticipated to be undertaken by Columbus County during the contracted period.

In order to be considered, all responses must be submitted in writing no later than 5:00 PM (EST) on October 20, 2022. Firms mailing responses should allow sufficient delivery time to ensure timely receipt of their proposals. The responsibility for submitting completed responses to the Columbus County Administration Office on or before the specified time and date is solely, and strictly the responsibility of the responding firm. The County will in no way be responsible for delays caused by any occurrence.

Firms providing proposals shall be responsible for complying with North Carolina Laws, procedures, and local ordinances. The County of Columbus reserves the right to waive any informalities, to reject any and all responses to the "Request for Proposals", and to accept any responses which in its opinion may be in the best interest of Columbus County.

No responses to the "Request for Proposals" will be received or accepted after 5:00 PM, EST, on October 20, 2022. Late qualification packages will be deemed invalid.

Responses may be hand delivered or mailed to:

Columbus County Administration
Attn: Roy N. West
127 W. Webster St
Whiteville, NC 28472

Thank you,

Roy N. West
Assistant County Manager, Emergency Services Director

MOTION:

Commissioner Coleman made a motion to accept the bid with Whiteville Rescue, seconded by Commissioner McMillian. The motion unanimously passed.

Agenda Item #19: Emergency Services – Approval of Smart Gov. Software:

Assistant County Manager/EMS Director is requesting Board approval.

This bid document is on files in the Clerk's Office.

MOTION:

Commissioner Smith made a motion to approve the agreement, seconded by Commissioner Watts. The motion unanimously passed.

Agenda Item #20: DSS – Monthly Administrative Update:

Algernon McKenzie, Director will provide the Board with an update.

**Monthly Administrative Update
For October 2022
November 21, 2022 Meeting**

On October 3, 2022, our Transitional Unit sponsored an Adoption Promotion Event in our conference room for all Child Welfare Staff. During this event staff received information about the Foster to Adopt process, as our social work staff interacts with many resource parents/relative placement who may be potential adoptive parents. We are also required to provide these placements information about becoming foster parents. Breakfast was provided during this promotion event. Special thanks to the supervisor and staff from the Transitional Unit.

Also on October 3, 2022, we had a child in our custody to interrupt a placement. Staff tried to find placement but, was unable to secure placement. Therefore, staff had to spend the night in the agency with the child. This continues to be an issue for us and many other DSS agencies across the state. We continue to voice concerns to DHHS and ask for assistance with these difficult cases that involve mental and behavioral issues.

On October 11, 2022, the Community Child Protection Team met to discuss the issues and needs of children within our county and city school systems.

On October 13, 2022, I participated on the Director's Executive Board Zoom meeting. During the meeting there was much discussion about Medicaid Expansion, which sources tell us it will come up again when the Legislative Session resumes. The Director's Association is not opposed to Medicaid Expansion, but there are many concerns about the increased workload, need for additional staff, office space, system capacity, and the possible need to purchase equipment (computers).

We were told the Tailored Plan release scheduled for December 2022 has been delayed because contracting with providers was slow. The state DHHS leadership is planning to release these tailored plans for those not included in Managed Care in April 2023. However, Tailored Care Management will start December 1, 2022. Tailored Care Management will provide mental health services for children in foster care.

Lastly, we had a presentation from the director of Durham County DSS about Operation Stop CPS. This is an organization/group who claims that local DSS agencies are stealing children and profiting from children taken into custody. This

**October 2022
Human Services**

**October 2022
Human Services**

Adult Services (APS)

APS Reports Accepted: 3
County Wards: 25
Number of Payee Cases: 13
Adults Served APS: 0
Number of Medicaid Transportation Trips: 977
Amount Requested for Reimbursement: \$30,764.48

Children's Protective Services (CPS)

Reports Accepted: 35
Reports Screened out: 23
Families Receiving In-Home Services: 46
Children Served: 92
Contacts with Families Monthly: 431
Assessments: 19

Foster Care

Foster Children in Foster Homes: 126
Children Placed Outside County: 21
Agency Adoptions: 0
Pending Adoptions: 6
Total Foster Homes Licensed: 6
Total Children in Foster Care: 133

Work First Employment (TANF)

Applications Taken: 10
Applications Approved: 5
Individuals Receiving Benefits: 211
Entered Employments: 2
Number in Non-Paid Work Experience: 0

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County Wards: 25
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October 2022
Economic Services

Food & Nutrition

Applications Taken: 175
Applications Approved: 195
Active Cases: 6,638
Benefits Issued: \$3,507,682.00
Participants Served: 13,061

Adult Medicaid

Applications Taken: 84
Cases Terminated: 27
Redeterminations: 328
Applications Processed: 181

Family & Children's Medicaid

Applications Taken: 116
Applications Processed: 293
Redeterminations: 468
Total Medicaid Cases: 15,226
Total Individuals Receiving: 23,228

Child Support

Absent Parents Located: 52
Orders Enforced: 712
Active Cases: 3,856
Collections: \$398,332.00

Respectfully submitted,
Algernon McKenzie

Human Services (continued)

Program Integrity

Collections for Fraud: 290.00
New Referrals: 5
Cases Established: 0

Day Care

Children Receiving Day Care Assistance: 615
Children on the Waiting List: 0
Amount Spent on Day Care Services: \$233,134.00

HUMAN SERVICES BOARD REPORT
Dwella M. Hall, Program Manager
Vacancies/Updates/News for October, 2022

Intake/Investigation/Assessment:

The Intake/Investigation/Assessment Unit continues to be fully staffed at this time. This Unit continues to receive an abundance of referrals involving substance abuse, domestic violence, and mental health issues, among other things. The Regional Child Welfare Consultant (RCWC) met with the staff in October will continue to make monthly contacts to review agency data, policy updates, and casework.

In-Home Services:

The In-Home Services Unit continues to be short staffed with 1-vacancy. The position was reposted; one applicant applied, interviews to be scheduled. The total caseloads with contacts of children served continue to increase indicating more intensive involvement with SW's and their current caseloads. The Regional Child Welfare Consultant (RCWC) met with the staff in October and she will continue to make monthly contacts to review agency data, policy updates, and casework.

Foster Care/Permanency Planning:

The Foster Care Unit recently filled one of the two vacancies. 1 applicant applied for the last position. Interviews will be conducted within the next couple of weeks. Also, a transfer position will be going into the Foster Care Unit to help decrease the amount of each worker's case load. There are currently 134 children in care. We continue to work towards reunifying children back with families and giving them permanency. The Regional Child Welfare Consultant (RCWC) met with the staff in October and she will continue to make monthly contacts to review agency data, policy updates, and casework.

Transitional Unit:

The Transitional unit had 1 vacancy. The position will be transferred to the Foster Care Unit to help decrease the amount of caseload per worker. This unit continues to work caseloads while assisting the other Child Welfare Units as needed, particularly in the areas of courtesy requests from other counties, assisting with supervising visits and transporting children in custody. In addition, the Transitional Unit continues to have an influx in home studies and home assessments from other counties and within CCDSS Child Welfare. This Unit continues to assist particularly in the area of making monthly contacts with the large amount of children in foster care. Foster Home Licensing continues to work on completing more licensures to help increase the number of foster home available for the large amount of foster children. The Regional Child Welfare Consultant (RCWC) met with the staff in October and she will continue to make monthly contacts to review agency data, policy updates, and casework.

Adult Services:

The Adult Services unit was fully staffed; one staff member has officially resigned. The position will be posted in a few weeks. Adult Services continues to serve ages 18 and above, with protective services, persons under guardianship, and special assistance in-home case management. We also receive requests for information on available resources available to the adult population. The Adult Home Specialist also continues to work with NC Division of Health Regulation regarding the (3) licensed facilities in Columbus County to ensure compliance in all aspects of licensure.

Work First Employment:

This Unit continues to be fully staffed. Although this unit is open for in-person applications, telephone interviews continue for Work First applications, recertification's, short-term services and benefits. Certain necessary application documentation can be mailed to individuals that wish to apply and when received back the worker can conduct telephone interviews to complete that application. Some application information is also being provided for pick-up in the foyer area of the agency. Workers are encouraged to make telephone contacts with clients at least every two weeks to offer support and resources to clients and to encourage program participation. Transitioning back to regular application and case processing is now beginning after COVID-19 waivers ended. The agency continues to have monthly meetings with the state reps by conference calls. The Regional Economic Consultant conducted a telephone consultation this month

Child Day Care:

The Child Day Care Unit continues to be fully staffed. The Supervisor and staff continue to work the over and under payment report to ensure proper payment is being made to county daycare providers. Day Care services are continuing to be provided and the state is working with county agencies and day cares to help them stay open as much as possible while providing a safe environment for children. Day Care slots within local Day Cares are limited at this time and many Day Cares are now on a waiting list. DSS staff continue to work with families to ensure their services stay in place while limiting contact to the telephone as much as possible. The agency has eliminated the waiting list and able to serve the public. Supervisor continue to ensure case transfers are received properly and sent in a timely manner.

Program Integrity:

Program Integrity continues to be fully staffed. Office visits are limited and telephone contact is encouraged, but office visits are possible. Repayment agreements are being relaxed to help clients during this time. Staff Continue to work towards cleaning up the backlog, establishing cases and repayment agreements, all while assisting with the Energy Programs.

Energy Assistance:

CIP continues with the cooling season which means helping with electricity needs. Applications continue to be available on EPASS where applicants can complete and submit applications on-line, but continue to be available in our lobby for pick up and completion. One in-house staff person is currently processing applications and Program Integrity staff are assisting as needed.

Low Income Household Water Assistance Program (LIHWAP)

LIHWAP continues for all counties. This program is a federally funded program that will provide emergency assistance to low-income households to prevent disconnection or provide assistance with the reconnection of drinking and wastewater services. It will be based on a priority list: Group 1 will consist of households that have had water services disconnected. Group 2 will consist of households that are in jeopardy of water services being disconnected unless action is taken to prevent the disconnect. Group 3 will consist of households that have current water service bills and need assistance to maintain service. We continue to work this program, assisting almost all applicants that submit applications for assistance. There are funds available however the majority of this allotment has been utilized to assist clients who

Economic Services Program Narrative

Family and Children's Medicaid; Adult Medicaid; Medicaid in Nursing Homes, Special Assistance (Rest Homes), Community Alternative Program (CAP); Medicaid Transportation; Food & Nutrition, Child Support and Housekeeping

**Submitted by Cyndi Hammonds, Income Maintenance Administrator
Reporting Month: October 2022**

News/Updates/Vacancies**Adult and Family & Children's Medicaid:**

Medicaid had 15 cases audited by the Single Local Auditor in October and we are awaiting the results. The State REDA Audit also pulled 5 cases to audit for October and found 1 eligibility error. This error was for denying a client improperly; the client had provided information to Food & Nutrition but not to Medicaid and the Medicaid worker failed to look in the Food & Nutrition case. We reopened the case and approved the client for benefits. They will pull 5 more cases each month to audit until we are error free for 3 consecutive months. Medicaid is also preparing for more applications due to the open enrollment of applications from the Federal Marketplace which began October 15th and open enrollment for Low Income Subsidy applications which will begin November 1st. Low Income Subsidy applications are made thru Social Security office once a client applies for help with payment of their Medicare premiums and they are not on any Medicaid programs; an application for Medicaid is electronically sent from the Social Security office. We receive Medicaid applications from the Federal Marketplace once a client applies for Health Insurance and are potentially eligible for Medicaid. These are also electronically sent. We received notification that the Public Health Emergency has been extended to January 11, 2023. Medicaid has implemented new policy stating if we receive an application or recertification that the client has not signed, we no longer have to send it back to the client to sign; but we can call the client and record their consent to a voice recorded signature. This is completed thru a phone call which transfers it to NCFASST if the client gives consent. The Adult Medicaid Team has 3 vacancies.

Medicaid for Long Term Care, Medicaid Transportation and Housekeeping:

- The Long Term Care Team has a newly hired Supervisor from within Adult Medicaid but she has recently given her 2-week resignation letter. This Team continues to work diligently to keep the applications and recertifications current.
- Transportation remains busy and a needed necessity for those that cannot financially afford to get to their medical appointments.
- Housekeeping continues to keep our building cleaned and sanitized.

Food and Nutrition:

Certifications have been automatically extended by the State for active clients including the extra extended benefits they are receiving. Waivers continue to be followed allowing some that would be ineligible to be eligible therefore increasing caseloads. Since COVID began the number of active cases have increased by 1,213 which equals a caseload for 2 1/2 workers. This does not count the many that apply and are denied after caseworkers have worked the application. The Review Team has a new Supervisor hired from within the unit who was the leadworker for that Team. This leaves 5 vacancies on the Food & Nutrition Teams.

Child Support and Paralegal:

This Team prepared 203 cases for court action with 185 orders prepared by the paralegal for the 2 days of court that was scheduled. Policy remain the same and the meeting of our goals and compliance timeframes continue to be waived due to the Public Health Emergency. We continue to have 6 vacancies.

Agenda Item Agenda #21: Finance – Acceptance of the Finance Report:

Commissioner McDowell made a motion to approve the Finance Report, seconded by Commissioner Byrd. The motion unanimously passed.

Agenda Item #22: Finance – Approval of Sheriff’s Office Budget Amendments:

Melanie Hester, Interim Director, is requesting Board Approval of Budget Amendments:

- A. Sheriff’s Office Benefit Payments;
- B. Sale of CCSO LESO Equipment to Professional Services; and
- C. Correction of Account Number for Previously Approved Budget Amendment

Chairman Bullard stated at the request of Sheriff Greene, he wishes for his name to be removed from Agenda Item #22 (A.) in the amount of \$170,000. Interim Finance Director Melanie Hester stated that would make the balance \$127,574.

Interim Finance Director Melanie Hester would like to amend Agenda Item #22 (B.) to reflect it going to Capital Outlay for the purchase of BR training equipment for the Sheriff’s Office.

Columbus County, North Carolina

BUDGET AMENDMENT						
Name of Department: <u>Finance Department</u>						
Agency Head Signature: <u>Melanie Hester</u>						
Date Prepare / Submitted: <u>November 16, 2022</u>						
Classification Line Item						Requested Increase or (Decrease)
10	4310	512101	Salaries & Wages - Payout for non-exempt employees			220,000
10	4320	512101	Salaries & Wages - Payout for non-exempt employees			20,000
10	4380	512101	Salaries & Wages - Payout for non-exempt employees			10,000
10	4310	512101	Salaries & Wages - Payout (Exempt Employee-Jody Greene-requested payout for the following: 2400.5 comp time hours 11 administrative hours 184 banked holiday hours			170,000
10	4310	550000	Capital Outlay			(83,626)
10	4310	550010	Non Capital Outlay			(38,800)
Requested amounts include gross payout plus mandatory county expenses Example: LGERS Retirement, 401k, FICA, etc.						
Total Net Expenditures						297,574
Budget Code Fund Dept Account			Classification Line Item		Requested Increase or (Decrease)	
10	3991	499101	Fund Balance Appropriated		297,574	
Total Net Revenue						297,574
						<i>Withdrew - Exempt 127,574</i>
This budget revision has been approved by the Board of Columbus County Commissioners on:						
Signature						Date
Explanation of Increase or Decrease: Due to staff turnover attrition against FY 22-23 Budget, Sheriff's Department, Detention and Animal Protective Services require additional funds for benefit payouts. Please Note: Per Fair Labor Standards Act (FLSA), Exempt employees are not entitled to comp time, administrative pay, nor banked holidays.						

Columbus County, North Carolina

BUDGET AMENDMENT							FY 22/23
Name of Department: <u>FINANCE</u>							
Agency Head Signature: _____							
Date Prepare / Submitted to Admin: <u>November 17, 2022</u> Date Received in Admin: _____							
Budget Code Fund Dept Category			EXPENDITURES Classification		Requested Increase or (Decrease)		
94	4310	519000	PROFESSIONAL SERVICES		\$68,500		
Total Net Expense						\$68,500	
Budget Code Fund Dept Category			REVENUES Classification		Requested Increase or (Decrease)		
94	3431	489058	SALE OF LESO EQUIPMENT		\$68,500		
Total Net Revenue						\$68,500	

This budget revision has been approved by the Columbus County Finance Office:

This budget revision has been approved by the Columbus County County Manager:

This budget revision has been approved by the Board of Columbus County Commissioners on: _____

Signature _____ Date _____

Explanation of Increase or Decrease:
TO PROVIDE SHERIFF DEPARTMENT WITH LEGAL ASSISTANCE

BUDGET AMENDMENT FY 22/23

Name of Department: FINANCE

Agency Head Signature: _____

Date Prepare / Submitted to Admin: November 10, 2022 Date Received in Admin: _____

Budget Code			EXPENDITURES	Requested
Fund	Dept	Category	Classification	Increase or (Decrease)
10	4310	550000	CAPITAL OUTLAY	\$22,500
Total Net Expense				\$22,500

Budget Code			REVENUES	Requested
Fund	Dept	Category	Classification	Increase or (Decrease)
10	3431	489000	MISCELLANEOUS REVENUE - SHERIFF	\$22,500
Total Net Revenue				\$22,500

This budget revision has been approved by the Columbus County Finance Office:

This budget revision has been approved by the Columbus County County Manager:

This budget revision has been approved by the Board of Columbus County Commissioners on: _____

Signature: _____ Date: _____

Explanation of Increase or Decrease:
 THIS BUDGET AMENDMENT REPLACES THE BUDGET AMENDMENT PROVIDED AT THE 8/29/22 MEETING. THE REVENUE ACCOUNT HAS BEEN CORRECTED FROM FUND BALANCE TO MISCELLANEOUS REVENUE-SHERIFF.

Version 1.0

Budget Amendment.xls

Created: 12/15/04

132

Original from Board Package

BUDGET AMENDMENT

Name of Department: Sheriff's Office FY 22-23

Agency Head Signature: R.K. Deane

Date Prepare / Submitted to Admin: August 23, 2022 Date Received in Admin: _____

Budget Code			EXPENDITURE	Requested
Fund	Dept	Category	Line Item	Increase or (Decrease)
10	4310	550000	Capital Outlay	\$22,500.00
Total Net Exp				\$22,500.00

Budget Code			REVENUE	Requested
Fund	Dept	Category	Line Item	Increase or (Decrease)
10	3991	499101	Fund Balance	(\$22,500.00)
Total Net Rev				(\$22,500.00)

This budget revision has been approved by the Board of Columbus County Commissioners on: _____

Signature: _____ Date: _____

Explanation of Increase or Decrease:
 Net funds received from sale of Columbus County Sheriffs Office fleet vehicles at auction held 8-10-22

134

69

MOTION:

Commissioner McMillian made a motion to approve agenda items #22 (A., B., & C.) with the request modifications to (A. & B.) and seconded by Commissioner Watts. The motion unanimously passed.

Agenda Item #23: Finance – Approval of Budget Amendment for Fire Alarm System at Whiteville High School Gym:

Melanie Hester, Interim Director, is requesting Board Approval.

CAPITAL PROJECT BUDGET AMENDMENT FY 22/23

Name of Capital Project: WHITEVILLE HIGH SCHOOL

Name of Department: FINANCE

Agency Head Signature: Melanie Hester

Date Prepare / Submitted to Admin: September 27, 2022 Date Received in Admin: _____

Budget Code			EXPENDITURES	Requested
Fund	Dept	Category	Classification	Increase or (Decrease)
42	5911	524000	CONSTRUCTION COSTS	\$57,935
42	5911	549950	CONTINGENCY	(\$57,935)
Total Net Expense				\$0

Budget Code			REVENUES	Requested
Fund	Dept	Category	Classification	Increase or (Decrease)
Total Net Revenue				\$0

This budget revision has been approved by the Board of Columbus County Commissioners on: _____

Signature: _____ Date: _____

Explanation of Increase or Decrease:
 MOVE FUNDS FROM CONTINGENCY TO COVER THE COST OF WHITEVILLE HIGH SCHOOL FIRE ALARM UPGRADE.

MOTION:

Commissioner McDowell made a motion to approve the amendments, seconded by Commissioner Smith. The motion unanimously passed.

Agenda Item #24: Appointments/Re-Appointments:

Staff is requesting appointments, re-appointments or replacements to the following boards, committees, and councils.

COMMITTEE	ZONE/ EB	PERSON(S)	EXP. DATE
Tourism Development Authority (TDA)	VI	Chandler Worley	12/2022
Lower Cape Fear Water & Sewer	EB EB	Al Leonard Chris Smith	1/2/2023 1/2/2023

MOTION:

Commissioner Bullard made a motion to re-appointed Chandler Worley to serve on Tourism Development Authority. Commissioner Byrd a motion to re-appoint Al Leonard and Chris Smith to serve on Lower Cape Fear Water & Sewer, and seconded made by Commissioner McDowell. The motions unanimously passed.

RECESS REGULAR SESSION and enter into COLUMBUS COUNTY WATER AND SEWER DISTRICT I, II, II, IV AND V BOARD MEETING

At 8:03 P.M., Commissioner McMillian made a motion to recess Regular Session and enter into a **combination meeting** of County Water and Sewer District I, II, III, IV, and V Board Meeting, second by Commissioner Coleman. The motion unanimously passed.

Agenda Item #25: Water and Sewer District’s I, II, III, IV and V – Approval of the Minutes.

- a) September 19, 2022

MOTION:

Commissioner McMillian made a motion to approve Water & Sewer Minutes for September 19, 2022, for WD’s I, II, III, IV and V, and seconded by Commissioner Coleman. The motion unanimously passed.

Agenda Item #26: Water and Sewer District IV – Approval of Resolution to Transfer Sewer Lift Stations at International Logistics Park to Brunswick County Utilities:

Dr. Gary Lanier is requesting Approval.

RESOLUTION TRANSFERRING OWNERSHIP OF PROPERTY TO BRUNSWICK COUNTY

WHEREAS, on or about June 21, 2021, the Board of Commissioners of the County of Columbus, (“Grantor”) approved an Economic Development Agreement (“EDA”) with Brunswick County, a governmental entity created and existing under the laws of the State of North Carolina, whose mailing address is P.O. Box 249, Bolivia, NC 28442, (“Grantee”);

WHEREAS, during its June 21, 2021 meeting, the Columbus County Board of Commissioners also approved the EDA;

WHEREAS, as part of the EDA, the Columbus County Board of Commissioners agreed to transfer property generally known as the sewer main lines and lift station. (“Property”);

WHEREAS, Columbus County approves and agrees to Brunswick County’s acquisition of easements or other real property interests in Columbus County for the purposes of owning, operating, and maintaining the sewer infrastructure necessary to carry out the terms of the Interlocal Agreement for Brunswick County to Provide Sewer Services to a Portion of Columbus County. The total project cost was \$2,150,000.00.

WHEREAS, in November, 2022, pursuant to North Carolina General Statute 153A-15, the Columbus County Board of Commissioners satisfied statutory requirements to transfer the property to Brunswick County;

WHEREAS, to satisfy the terms of the EDA, the Columbus County Board of Commissioners now desire to transfer the Property to Brunswick County.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the County of Columbus, meeting in regular session as follows:

Section 1. The County shall transfer the Property to Brunswick County pursuant to the Deed of Dedication attached hereto and incorporated here in as Exhibit A (“Deed”).

Section 2. The Deed shall be recorded in the Brunswick County Register of Deeds Office.

Section 3. The Chairman is hereby authorized to take all such actions and execute all such additional documents, including the Water Indemnity Agreement, Affidavit, and Deed of Dedication, necessary to transfer the Property to Brunswick County.

Section 4. This Resolution shall be in full force and effect upon passage.

ALL OF WHICH IS RESOLVED, by the Board of Commissioners for the County of Columbus, this 21st day of November, 2022.

I hereby certify that the foregoing Resolution was delivered to the Columbus County Board of Commissioners on the 21st day of November 2022.

Ricky Bullard
Ricky Bullard, Chairman

Date: 11-21-22

A.P.
Amanda Prince, County Attorney

Date: 11-21-22

ATTEST: Natalie Carroll
~~Gail Edwards, Assistant County Manager~~
Natalie Carroll, Special Projects Coordinator

Date: 11-21-22

STATE OF NORTH CAROLINA
COUNTY OF COLUMBUS

AFFIDAVIT

Columbus County, a governmental entity created and existing under the laws of the State of North Carolina, whose mailing address is 127 West Webster Street, Whiteville NC, 28472, hereinafter referred to as Affiant, being first duly sworn, hereby deposes and says under oath as follows:

1. That it is the owner of certain property located in Ransom Township, Columbus County, North Carolina, known as the International Logistics Park, containing parcels numbered 27952 thru 99075, as more particularly described in a Deed of Dedication in favor of Brunswick County of even date herewith.
2. That it has caused to be installed sewer distribution lines under and along the road right-of-ways property hereinafter described and referenced:
Brunswick County Utilities will be receiving wastewater from a transmission line that will enter Brunswick County at or near the County line at U.S Highway 74/76 and will terminate at the Brunswick County sewer lift station that is located within the Mid-Atlantic Industrial Rail Park. Columbus County approved and agreed to Brunswick County's acquisition of the easements and/or other real property interests in Columbus County for the purposes of owning, operating, and maintaining the sewer infrastructure necessary to carry out the terms of the Interlocal Agreement.
3. All the work which has been performed in the construction and installation of said sewer distribution lines described in paragraph 2, above, has been fully paid for and there are now no liens of any kind including any lien for labor or material against the industrial park property which would in any way jeopardize title of Affiant to the property in said industrial park nor are there any legal actions pending against Affiant or any contractor arising out of any work performed in said industrial park or the sewer lines installed therein which would in any way jeopardize title to the industrial park or the sewer distribution lines located therein.

IN WITNESS WHEREOF, the Affiant has caused this instrument to be duly executed by its authorized officer(s), this 21st day of November, 2022.

Columbus County

By: Ricky Bullard
Ricky Bullard, Chairman

STATE OF NORTH CAROLINA
COUNTY OF COLUMBUS

Signed and sworn to (or affirmed) before me this day by Ricky Bullard
(Name of Principal)

Date: 11-21-22

NATALIE GARROLL
Notary Public
Columbus County
North Carolina

Natalie Carroll
(Signature of Notary Public)

Natalie Carroll
(Printed or Typed Name of Notary Public)

My Commission Expires:
October 11, 2025

NOW, THEREFORE, Grantor, in consideration of Grantee accepting said sewer lines and making sewer available to said industrial park, has convey by these presents does hereby convey to Grantee, its lawful successors and assigns, the following described property:

Brunswick County Utilities will be receiving wastewater from a transmission line that will enter Brunswick County at or near the County line at U.S Highway 74/76 and will terminate at the Brunswick County sewer lift station that is located within the Mid-Atlantic Industrial Rail Park. Columbus County approved and agreed to Brunswick County's acquisition of the easements and/or other real property interests in Columbus County for the purposes of owning, operating, and maintaining the sewer infrastructure necessary to carry out the terms of the Interlocal Agreement.

TO HAVE AND TO HOLD said sewer lines and equipment above described together with the privileges and appurtenances thereto belonging to Grantee forever.

Non-exclusive easements over, along and upon the entire area of the streets and cul-de-sacs depicted on the maps and serving the areas referenced above for purposes of entry into the industrial park for maintenance, repair, and upkeep of the sewer distribution systems and for connecting the same to the individual lots developed or to be developed lying adjacent to said streets and cul-de-sacs reserving unto Columbus County, its successor and assigns, equal rights of easement and easement over, in, along and upon said streets and cul-de-sacs for purposes of installing and maintaining such utilities as may be required for the development of said industrial park, including, but not limited to, electric, gas, telephone, cable and sewer.

And Grantor does hereby covenant that it is seized of said sewer lines and equipment described above in fee simple and has the right to convey the same in fee simple, that the same are free and clear of encumbrances, and that it will warrant and defend the title to the same against all persons whomsoever.

Grantor warrants to Grantee that the system herein conveyed is of good quality and free from faults and defects, and conforms to as-built drawings. Grantor warrants said system for a period of one (1) year from the date of recording this Deed of Dedication in the office of the Brunswick County Register of Deeds.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be duly executed, the day and year first above written.

Columbus County

By: Ricky Bullard
Ricky Bullard, Chairman

STATE OF NORTH CAROLINA
COUNTY OF COLUMBUS

I, a Notary Public of the County and State aforesaid, do hereby certify that Ricky Bullard personally came before me this day; and, I have personal knowledge of the identity of the principal; and he acknowledged that he is the Chairman of the Board of Commissioners for Columbus County, a governmental entity created and existing under the laws of the State of North Carolina, and that he, as Chairman, being authorized to do so, executed the foregoing on behalf of Columbus County.

Witness my hand and official seal, this the 21st day of November, 2022.

NATALIE CARROLL
Notary Public
(NC Columbus County
North Carolina)

Natalie Carroll
Signature of Notary Public

Natalie Carroll
Printed or Typed Name of Notary Public

My Commission Expires: October 11, 2025

ACCEPTANCE OF DEED

This Deed of Dedication and accompanying Affidavit for Columbus County was accepted by the Brunswick County Board of Commissioners on the ____ day of _____, 20____.

Brunswick County Board of Commissioners

Randy Thompson, Chairman

Daralyn Spivey, Clerk to the Board

WATER INDEMNITY AGREEMENT

This Agreement made this the 21st day of November, 2022, between County of Columbus, a body politic and corporate, duly organized under the Constitution and laws of North Carolina, hereinafter Grantor, and the County of Brunswick, a body politic and corporate, duly organized under the Constitution and laws of North Carolina, hereinafter Grantee,

Whereas, the Grantor has declared an intention to or has constructed a new sewer system to serve a property generally known as the International Logistics Park, and has made provision for the use of this sewer system to supply the current and future needs of its development goals, and it is the intention of the Grantor and the Grantee that the new sewer system will be accepted into the Grantee's sewer system to serve its customers at or near the subject property area, and

Whereas, the Grantor has expressed a desire to have the new sewer system installed in an area that the Grantor intends to cover with an impervious material, for uses including, but not limited to, parking, storage, or any other use that would impair the Grantee's access to the said sewer system in the event of needed repair or other modification of the said system, and

Whereas, the Grantee wishes not to unduly impede the progress of the Grantor in the business of its scheduled construction and development, and to help the Grantor meet its sewer needs while supplying quality sewer service to all of its customers,

Therefore, in consideration of the mutual covenants herein, the Grantee will supply sewer service to the International Logistics Park, in exchange for this agreement, whereby the Grantor agrees that at all times subsequent to the transfer of this new sewer system by the Grantor to, and acceptance by, the Grantee into the Grantee's sewer system, this agreement shall continue in force.

The said Grantor for so long as it owns, or until NC DOT has accepted for maintenance as a dedicated public roadway, the area covered with an impervious material which lay above the sewer line, in exchange for the Grantee's acceptance of the said sewer line being located beneath an impervious material, shall timely make all necessary and prudent repairs to the said impervious surface should said surface be disrupted by the Grantee due to necessary maintenance activity.

Prepared by: _____

DEED OF DEDICATION

STATE OF NORTH CAROLINA
COUNTY OF COLUMBUS

THIS DEED OF DEDICATION, made and entered into this the 21st day of November, 2022 by and between Columbus County, a governmental entity created and existing under the laws of the State of North Carolina, whose mailing address is 127 West Webster Street, Whiteville, NC 28472, party of the first part, hereinafter referred to as "Grantor," and Brunswick County, a governmental entity created and existing under the laws of the State of North Carolina, whose mailing address is P.O. Box 249, Bolivia, NC 28442, party of the second part, hereinafter referred to as Grantee;

WITNESSETH:

That whereas Grantor is the owner and developer of a tract or parcel located in Ransom Township, Columbus County, North Carolina, known as the International Logistics Park;

And whereas Grantor has caused to be installed sewer distribution lines under and along the road rights-of-way hereinafter described and referenced;

And whereas Grantor wished to obtain sewer from Grantee's system available to individual owners.

And whereas Grantor has adopted through appropriate resolution stated policy regarding sewer distribution systems under the terms of which, among other things, in order to obtain sewer for said industrial park Grantor must convey title to the sewer distribution system to Grantee through an instrument of dedication acceptable to Grantee;

All repairs shall conform with the surrounding material such that there shall not be, after any pavement repair, that a hazardous condition exist, or any condition that would result in damage or injury to the said sewer system.

Grantor further agrees that upon transfer of title, it shall include a covenant or other express condition applicable to the grantee, its successors or assigns, assigning the obligation to make in a timely manner all necessary and prudent repairs to the said impervious surface under which the sewer line is located. Grantor further agrees that the instrument assigning the obligation shall be appropriately filed with the Brunswick County Register of Deeds. Provided that, in the case of a dedicated public road, upon receipt of a maintenance agreement from NC DOT, Grantor will assign said repair obligation by covenant or other instrument, on the grantees, their successors or assigns, of the development in which said public roads are located.

In witness thereof, the parties hereto have affixed their signatures on the date first entered above.

Columbus County:

Ricky Bullard
 Ricky Bullard
 Chairman
 Board of Commissioners

Brunswick County:

William L. Pinnix, P.E.
 Director of Engineering
 Brunswick County

This instrument has been preaudited in the manner required by the local Government Budget and Fiscal Control Act.

Lauren Jacobs 11/29/22
 (Signature of Finance Director) Date



Warranty/Guarantee Letter

Date: 8/1/2022

**Project Name:
 MID-ATLANTIC INDUSTRIAL RAIL PARK WATER DISTRIBUTION IMPORVEMENTS AND INTERNATIONAL LOGISTICS**

Burnette Enterprises of Wilmington Inc (Contractor) guarantees workmanship against defects arising from faulty workmanship, or negligence for a period of twelve (12) months following the date of August 1, 2022, and shall replace such workmanship without cost to the Owner.

We warrant the labor for a period of 12 months from date above. Defects in the installation that occur which affect the performance of the System and notified to Us within this warranty period will be rectified. Installation warranty claims please contact Will Burnette at 910-470-5549.

The warranty DOES NOT cover acts of nature; such as lightning strikes and damage due to physical abuse or vandalism.

Signed: *W. Burnette*
 William Burnette President Print/Title
 8/1/2022 Date

MOTION:

Commissioner McDowell made a motion to approve the Resolution to Transfer Sewer Lift Stations at International Logistic Park to Brunswick County Utilities, seconded by Commissioner McMillian. The motion unanimously passed.

Agenda Item #27: Water and Sewer District IV: Approval of Preliminary Engineering Report to Rehab the Unused Acme Water Treatment Plant (WWTP):

Dr. Gary Lanier is requesting Approval.

**Scope of Services
 Columbus County, NC
 Acme WWTP and Collection/Distribution System Improvements
 Preliminary Engineering Report
 Revised: 11/14/2022**

BACKGROUND

Columbus County, NC has requested a Preliminary Engineering Report (PER) proposal to evaluate potential alternatives to rehabilitate the currently unused Acme Wastewater Treatment Plant (WWTP) to support new development along Cronly Drive to the southwest of the WWTP. The existing WWTP was constructed to handle industrial flows (no domestic) and was rated for a capacity of 50,000 gpd. Although the plant is no longer in operation, the County has maintained the NPDES permit for a point source discharge into Livingston Creek. This PER report will evaluate alternatives to re-use portions of the existing WWTP infrastructure to support domestic strength wastewater flows from potential new development. An evaluation of the proposed wastewater collection and distribution system improvements along Cronly Drive from Fertilizer Road to US 74/76 and on Fertilizer Road from the existing WWTP to the intersection of Nella Eddy Road will be provided. An evaluation of the proposed water main extension on Cronly Drive from NC 87 to Fertilizer Road will also be provided.

SCOPE OF SERVICES

ms consultants ("ms") shall provide the following professional services associated with the Acme WWTP and Collection System PER Project (the "Project") for Columbus County, NC ("Client").

1. Preliminary Engineering Report

- A. Review available data and information to include existing drawings, existing equipment data, operating data, property information, available floodplain mapping, and previous geotechnical investigations.
- B. Conduct a kick-off meeting with Client's personnel to establish lines of communication; identify specific needs of the Project; define roles, responsibilities and schedule for the Project; and conduct preliminary discussions regarding preferences on preferred WWTP processes, pump station style, and other Client standards.
- C. Conduct one (1) site visit (concurrent with kick-off meeting) with the Client's personnel to review the existing WWTP and drive the possible distribution / collection system alignment for the proposed service areas.
- D. Perform a walkthrough of the WWTP (concurrent with the kick-off meeting) to perform a condition assessment of existing structures, building, and equipment. The condition assessment team shall include the Project Manager and process, structural, and electrical design disciplines.
- E. The structural condition of the existing bolted steel tanks is currently unknown. ms recommends a site inspection by the tank manufacturer (TeeTank by CST Industries). A water leakage test of the tanks is also recommended and assumed to be performed by others. ms will coordinate with CST Industries on this inspection. We have not included a cost for CST to perform the inspection.
- F. Evaluate available treatment components and equipment that meet the needs of the Client from both a capital cost and operation and maintenance standpoint. Based on DEQ requirements, provide alternatives to 1) restore the capacity to 50,000 gpd for domestic wastewater and 2) to maximize the capacity of the WWTP using the existing WWTP infrastructure (primarily the above-grade tankage). Review all collected documentation and prepare draft recommendations.

- Wetlands Delineation
- Archaeological Services
- Floodplain Permitting and Coordination
- Preparation or review of environmental assessments and impact statements
- Site Surveys, Property Surveys, and associated descriptions and negotiating for land acquisition and easement rights, except those services specifically identified in the Scope of Services.
- Laboratory tests, well tests, soil borings, geotechnical investigations, or specialized geological, soils, hydraulic or other studies, except those services specifically identified in the Scope of Services.
- Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.

MOTION:

Commissioner Byrd made a motion to approve the report, seconded by Commissioner McMillian. The motion unanimously passed.

Agenda Item #28: Water and Sewer District IV: Approval of Option to Purchase Property for Well Site for EDA Grant Project:

Public Utilities Director Harold Nobles is requesting approval.

STATE OF NORTH CAROLINA WELL SITE OPTION AGREEMENT COLUMBUS COUNTY

This OPTION AGREEMENT is made this 21st day of November, 2021, by and between MARY LACEY TATE-CORBETT, formerly MARY LACEY TATE, and MILDRED S. TATE, as TRUSTEES of The Charles L Tate, Jr. TUV FBO Mildred S Tate, with an address of 2323 Borough Road, Currie, NC 28435, and MARY LACEY TATE-CORBETT, formerly MARY LACEY TATE, and husband EDWARD M. CORBETT, with an address of 2323 Borough Road, Currie, NC 28435 (hereinafter referred to as "Sellers") and Columbus County Water and Sewer District IV (hereinafter referred to as "Purchaser").

For and in consideration of the sum of One Thousand and 00/100 Dollars (\$1,000.00) in cash paid by Purchaser to Sellers, receipt of which is hereby acknowledged, of the covenants hereinafter contained, and of other good and valuable considerations, it is agreed as follows:

1. GRANT OF OPTION. Sellers do hereby grant to Purchaser the exclusive option to purchase, upon terms and conditions hereinafter set forth, 1.00 acre, more or less, and 20 foot easement adjacent to the western boundary of the property located near 21128 Andrew Jackson HWY, Columbus County, North Carolina, being a portion of the property of Tract 3 in deed recorded November 26, 2019, in Book RB 1216, Page 366, of the Columbus County Registry (hereinafter referred to as the "Property") and as more particularly identified on Exhibit A attached hereto and incorporated herein by reference.

2. TERM AND EXERCISE OF OPTION. This Option Agreement shall continue from date of the execution of this Agreement by all parties for a period of six (6) months, and shall be exercisable by delivery, by Certified Mail, on or before its expiration, of written notice of exercise to Sellers. Notice of exercise shall be deemed delivered to Sellers when said written notice is placed in the United States Mail as evidenced by the postmark.

3. PURCHASE PRICE. The total purchase price is Thirty Thousand and 00/100 Dollars (\$30,000.00) for the Property, as shown on Exhibit A, exclusive of road rights-of-way and wooded low ground as shown on Exhibit A, to be paid by the Purchaser to the Sellers at the time of closing. All sums paid to Sellers by Purchaser as option money shall be credited to the amount due at closing.

4. TITLE. Sellers warrant that Sellers are sole owners of the Property, and that the title to the Property is marketable and free from unsuitable restrictions or encumbrances, and that the Property has access to a public roadway for purposes of ingress and egress and installation of utilities. Purchaser shall have sixty (60) days after the date of the last signature to this Option Agreement to examine the title to the Property. If Purchaser identifies any unacceptable title exceptions, it shall give Sellers written notice thereof within ten (10) days after the expiration of the sixty-day title examination period. Sellers shall then have a period of thirty (30) days to cure or correct such title objections(s). If Sellers cannot, or elect not to, correct such defect(s),

1 of 7

Purchaser shall have the right to terminate this Option Agreement and receive a refund of all sums paid by Purchaser to Sellers.

5. ENVIRONMENTAL. This Option Agreement is made contingent upon Purchaser being able to secure an environmental report on the Property that is satisfactory to Purchaser. Sellers warrant that they do not know of any problems or issues of an environmental nature that concern this Property.

6. USE OF PROPERTY. This Option Agreement is further contingent upon Purchaser being able to construct a test well which will yield a sufficient quantity of water having an acceptable quality (to be determined by the Purchaser) to provide a potable water supply to the water customers in Columbus County Water and Sewer District IV Water Distribution System. If the above described test well demonstrates that a water supply of sufficient quantity and quality can be developed on this site, it is further agreed that the Purchaser may, at some time in the future, install other water supply and distribution system improvement which may include, but not necessarily be limited to, the following components: permanent deep well water supply; water conditioning structure which will include as a minimum a well house; deep well pump and controls; water conditioning equipment; water disinfection equipment; piping, valves, fittings and controls (both electrical and mechanical); future water storage structures, if necessary; yard piping and devices; landscaping; fencing and all access drives sufficient to provide adequate ingress and egress to the site from the adjacent public right-of-way.

In the event the test well demonstrates that the water supply from this site is of inadequate quantity or quality, the Purchaser will notify the Sellers within 30 days of this determination that the site cannot be used for the purposes intended and immediately begin the restoration of the site to preconstruction conditions.

7. CLOSING. The closing under this Option Agreement shall take place in Whiteville, North Carolina, at a time and place mutually agreed upon by the Sellers and Purchaser, provided, however, that said closing shall be set within sixty (60) days after the occurrence of the last of the following: (a) exercise of this Option Agreement; or (b) Purchaser completes title examination showing the title to the Property to be good and marketable, as provided in Paragraph 5 above; or (c) completion of successful test well development as stipulated in Paragraph 6.

8. DEED. At the closing, upon the payment of the purchase price by Purchaser, Sellers shall execute and deliver to Purchaser a general warranty deed to the Property, which deed shall convey good and marketable fee simple title to the Purchaser, its successors and assigns, free and clear of all liens, restrictions, easement and rights-of-way. With the delivery of the deed, Sellers shall deliver physical possession of the Property to the Purchaser free and clear of all tenancies. Taxes shall be prorated to the date of closing. Purchaser shall be responsible for payment of any deferred taxes assessed against the Property applicable to any time before the date of closing. Purchaser shall pay for preparation of the deed, the North Carolina excise tax on the transfer and recording fees. Purchaser shall pay for the preparation of plat identified as Exhibit A, title examination and any title insurance. Each party shall pay its own attorney's fees.

2 of 7

9. **DEFAULT BY PURCHASER.** In the event of the failure of Purchaser to exercise this Option Agreement, all money paid by Purchaser to Sellers shall be retained by Sellers as consideration for the granting of this Option Agreement to Purchaser, and all rights of Purchaser under this Option Agreement shall terminate. If, however, the conditions described in Paragraphs 4 and 5 are not met, Purchaser may elect to terminate this Option Agreement and receive a refund of all sums paid by Purchaser to Sellers.

10. **ASSIGNMENT.** Purchaser shall have the right to assign its rights under this Option Agreement. Purchaser shall deliver to Sellers an executed copy of any such assignment. Sellers agree to close the transaction with Purchaser or such other entity or entities as Purchaser may designate.

11. **NOTICE.** All payment provided for the extension of this Option Agreement and all notices required or permitted herein shall be sent by Certified Mail and shall be addressed:

Sellers: Mrs. Mary Tate-Corbett
Mr. Edward M. Corbett
Ms. Mildred S. Tate
2323 Borough Road
Currie, NC 28435

Purchaser: Columbus County Water and Sewer District IV
127 W. Webster Street
Whiteville, NC 28472

12. **WARRANTIES SURVIVE CLOSING.** The representation and warranties of Sellers contained in Paragraphs 5, 7, and 9 shall survive closing.

13. **BENEFIT.** This Option Agreement shall be binding upon and inure to the benefit of the representatives, successors and assigns of the respective parties hereto.

14. **COUNTERPARTS.** This Option Agreement may be executed in counterparts, and when so executed, each such counterpart shall be deemed to be an original, but all such counterparts shall be deemed to constitute one instrument.

15. **FULL DISCLOSURE.**

1. It is hereby understood by each and every Party to this Option Agreement that this Option Agreement and its terms are fair and reasonable to the Parties here undersigned and are fully disclosed and transmitted, in writing, to each Party to this Option Agreement in a manner that should reasonably be, or have been, understood by each Party; and

2. It is hereby understood by each and every Party to this Option Agreement that each are advised by this section, in writing, that each Party may seek the advice of

3 of 7

an independent Attorney at Law of their own autonomous choice and each Party is hereby given reasonable opportunity and time to seek said advice; and

3. It is hereby understood, that each Party to this Option Agreement hereby consents, in writing, to the terms of this Option Agreement.

16. **ENTIRE AGREEMENT.** This instrument contains the entire agreement between the parties, and no statement, oral or written, made by either party or agent of either party that is not contained in this written Option Agreement shall be valid or binding.

17. **GOVERNING LAW.** This Option Agreement shall be governed and construed in accordance with the laws of the State of North Carolina.

18. **HEADINGS.** Any heading preceding the text of the several articles hereof, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Option Agreement, nor shall they affect its meaning, construction or effect.

19. **NON-APPROPRIATION.** All funds for payment by Purchaser under this Option Agreement are subject to the availability of any annual appropriation for this purpose by the Columbus County Board of Commissioners. In the event of non-appropriation of funds by the Columbus County Board of Commissioners for the services provided under this Option Agreement, Purchaser will terminate this Option Agreement, without termination charge or liability, on the last day of the then-current fiscal year or when the appropriation made for then-current year for the services/items covered by this Option Agreement is spent, whichever occurs first. If at any time funds are not appropriated for the continuance of this Option Agreement, cancellation shall be accepted by Sellers on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and Purchaser shall not be obligated under this Option Agreement beyond the date of termination.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this Option Agreement in duplicate originals, to be effective as of the date of signing by the representative for the Columbus County Water District IV.

COLUMBUS COUNTY WATER DISTRICT IV

By: Rich Bullard

11/29/22
Date of signature

This instrument has been preaudited in the manner required by the local Government Budget and Fiscal Control Act.

Lacie O. Jacoby 11/29/22
Signature of Fiscal District

The Charles L Tate, Jr. TUW FBO Mildred S Tate

By: Mary Lacey Tate-Corbett, formerly Mary Lacey Tate, as Trustee

Mildred S. Tate, as Trustee

Mary Lacey Tate-Corbett, formerly Mary Lacey Tate,

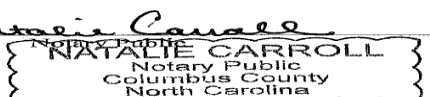
Edward M. Corbett

STATE OF NORTH CAROLINA
COUNTY OF COLUMBUS

I, Natalie Carroll a Notary Public of the County of Columbus, North Carolina, do hereby certify that on this the 29 day of November, 2022, personally appeared before me Richy Bullard, representative for COLUMBUS COUNTY WATER DISTRICT IV, proved to me by satisfactory evidence to be the person whose name is signed on the foregoing instrument, and acknowledged that Richy Bullard signed it voluntarily on behalf of COLUMBUS COUNTY WATER DISTRICT IV and in the capacity stated, for the purposes therein stated.

Witness my signature and Notarial Seal this 29 day of November, 2022.

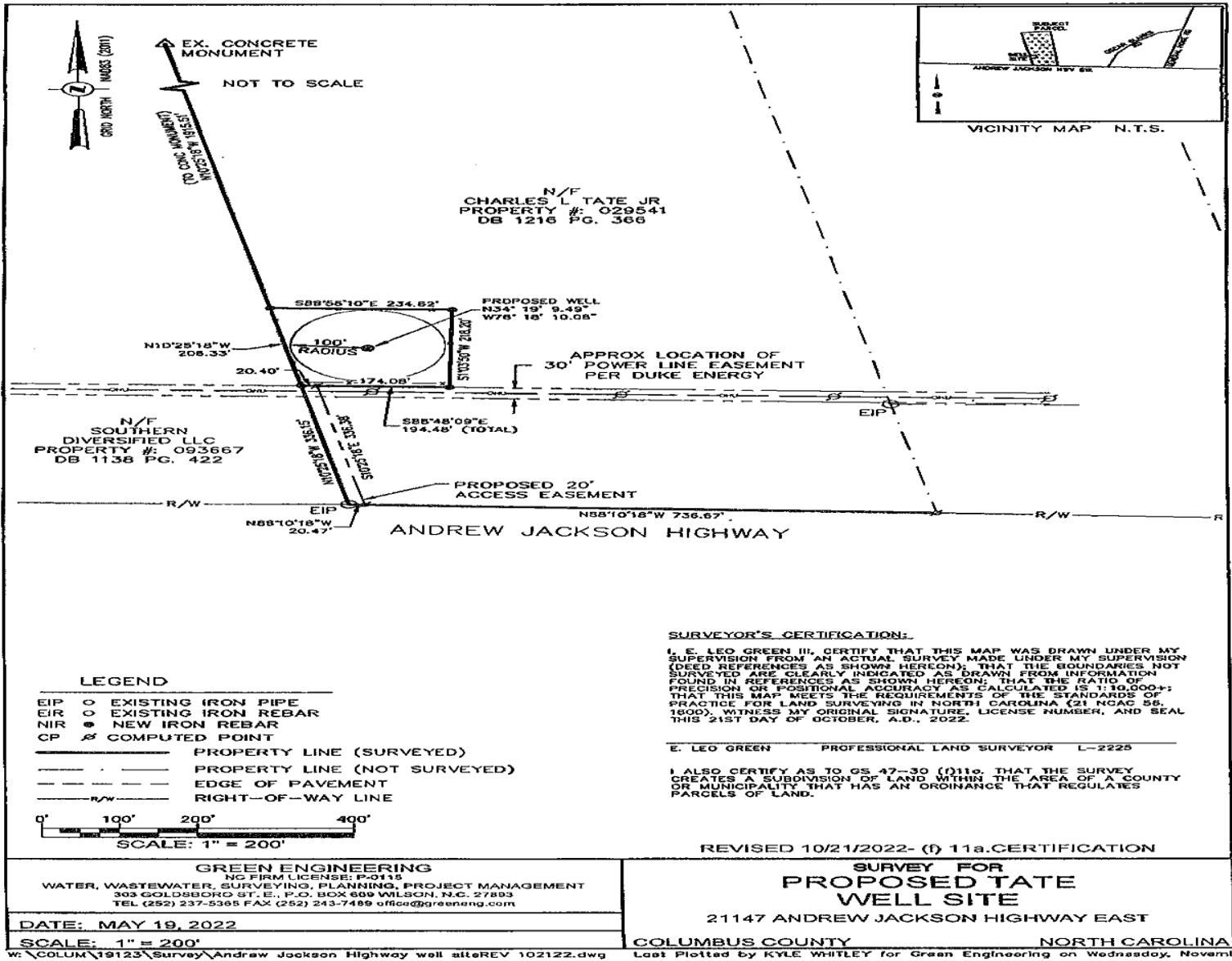
My Commission expires: October 11, 2025



STATE OF NORTH CAROLINA
COUNTY OF COLUMBUS

I, _____ a Notary Public of the County of _____, North Carolina, do hereby certify that on this the _____ day of _____, 2022, personally appeared before me Mary Lacey Tate-Corbett, formerly Mary Lacey Tate, and Mildred S. Tate, Trustees for The Charles L Tate, Jr. TUW FBO Mildred S Tate, proved to me by satisfactory evidence to be the persons whose names are signed on the foregoing instrument, and

Exhibit A



MOTION:

Commissioner McDowell made a motion to approve the Option to Purchase Property, seconded by Commissioner Byrd. The motion unanimously passed.

Agenda Item #29: Water and Sewer District IV: Approval of Task Order No. 6 for Green Engineering for Engineering Services for the EDA Project:

Public Utilities Director Harold Nobles is requesting for approval.

TASK ORDER

This is Task Order No. Slk (6), consisting of 22 pages.

Task Order

1. Background Data
 - a. Effective Date of Task Order: _____ 2022.
 - b. Owner: Columbus County
 - c. Engineer: Green Engineering, PLLC
 - d. Specific Project (title): Water System Improvements
EDA Investment No. 04-79-07754
 - e. Specific Project (description): Water System Improvements to serve International Logistics Park - EDA Investment No. 04-79-07754
2. Project Scope

This project consists of an expansion of Columbus County's Water District IV's potable water infrastructure to serve the International Logistics Park, located on Hwy 74/76, to include at a minimum 32,233 linear feet (LF) of 12-inch PVC water main, 4,250 LF of 12-inch ID Directional Bored HDPE/fused PVC water main, and ±3,575 LF 2 through 8 - inch PVC water mains, 33 gate valves (2 through 12 - inch), 18 fire hydrants, two (2) water supply deep wells complete with SCADA and stand-by power generation and appurtenances.

Green Engineering will provide Professional Engineering and Land Surveying services for the project's planning, design, bidding, construction, and start-up phases as identified in Section 3, Basic Services.
3. Basic Engineering Services
 - A.1.01 Study and Report Phase Services
 - A. As Basic Services, Engineer shall:
 1. Consult with Owner to define and clarify Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Specific Project requirements, then proceed with the study and evaluation of such potential solutions:
 - b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.

- c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify three alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.
 2. Identify potential solution(s) to meet Owner's Specific Project requirements, as needed.
 3. Study and evaluate the potential solution(s) to meet Owner's Specific Project requirements.
 4. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
 5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related data and information for Contractor and construction, and evaluation of potential solution(s) to Owner's Specific Project requirements, and preparation of a related report.
 6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's Judgment meet Owner's requirements for the Specific Project.
 7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Specific Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Specific Project.
 8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.
 9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit A for use in Project design, or in preparation for Contractor and construction.
 10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; in-situ testing; or preconstruction strategies, or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Specific Project Strategies, Technologies, and Techniques."
 11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Specific Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
 12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the collection of utility data.
 13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
 14. Pursuant to the Task Order schedule, furnish the required number of review copies of the Report and any other Study and Report Phase deliverables to Owner, and review it with Owner. Owner shall submit to Engineer any comments regarding the furnished items within the time established in the Task Order schedule.
 15. Pursuant to the Task Order schedule, revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish the required number of copies of the revised Report and any other Study and Report Phase deliverables to the Owner.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A.1.02 Preliminary Design Phase

A. As Basic Services, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project.
2. In preparing the Preliminary Design Phase documents, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A.1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
5. Advise Owner if additional reports, data, information, or services of the types described in Section 4. Owner's Responsibilities are necessary and assist Owner in obtaining such reports, data, information, or services.
6. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information

necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review Owner's design and construction standards, Owner's standard forms, general conditions (if other than EICDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

9. Pursuant to the Task Order schedule, furnish the required number of review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner, and review them with Owner. Within the time established in the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items.
 10. Pursuant to the Task Order schedule, revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner the required number of copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A.1.03 Final Design Phase

A. As Basic Services, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
 4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 9. Pursuant to the Task Order schedule, furnish for review by Owner, its legal counsel, and other advisors, the required number of copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, and review them with Owner. Within the time required by the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 10. Pursuant to the Task Order schedule, revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit the required number of final copies of such documents to Owner after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
- C. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Task Order is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Task Order.

A.1.04 Bidding or Negotiating Phase

A. As Basic Services, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing, assembling, contract, award, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
4. Consult with Owner as to the qualifications of prospective contractors.

protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

6. **Original Documents:** If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
 7. **Schedules:** Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
 8. **Baselines and Benchmarks:** As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
 9. **Visits to Site and Observation of Construction:** In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement, this Task Order, and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, for security or safety at the Site, for safety precautions and programs incident to any Contractor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Contractor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
 10. **Defective Work:** Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
 11. **Compatibility with Design Concept:** If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
 12. **Clarifications and Interpretations:** Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
 13. **Field Orders:** Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
 14. **Change Orders and Work Change Directives:** Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
 15. **Differing Site Conditions:** Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Owner, subject to the limitations and responsibilities under the Agreement and the Construction Contract.
 16. **Non-reviewable matters:** If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the purpose of determining that the results certified indicate compliance with the engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
 17. **Shop Drawings, Samples, and Other Submittals:** Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
 18. **Substitutes and "or-equal":** Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.01.B.2.
19. **Inspections and Tests:**
- a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. **Change Proposals and Claims:** (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
21. **Applications for Payment:** Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion), to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
 - b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement or this Task Order. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer

responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with laws and regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

22. **Contractor's Completion Documents:** Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from the Construction Contract Documents, certificates of inspection, record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
 23. **Substantial Completion:** Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
 24. **Final Notice of Acceptability of the Work:** Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") (also available as a construction form, EJCDC® C-626 (2013)) that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.B) to the best of Engineer's knowledge, information, and belief based on the extent of the services provided by Engineer under the Agreement and this Task Order.
 25. **Standards for Certain Construction-Phase Decisions:** Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not, solely by reason of such decisions, interpretations, or judgments, be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. **Duration of Construction Phase:** The Construction Phase will commence with the execution of the first Construction Contract for the specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the specific Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for

completion and readiness for final payment of Contractor as set forth in the final Construction Contract under the Task Order.

A.1.06 Post-Construction Phase

- A. Upon written authorization from Owner during the Post-Construction Phase, as Basic Services, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to their removal, and coordinate the timing of any needed repairs or any damage to the site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the Construction Contract to inspect for and identify any defects in the Work, and make recommendations as to their removal, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract construction period.

A.1.07 Commissioning Phase

- A. As Basic Services, Engineer shall:
1. Assist Owner in connection with the adjusting of Specific Project equipment and systems.
 2. Assist Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
 3. Prepare operation and maintenance manuals.
 4. Assist Owner in developing procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related record-keeping.
 5. Prepare and furnish to Owner, in the format agreed to, Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

A.1.08 **Other Services:** Each specific Task Order may include Basic Services that do not fit into the categories above. Such services should be expressly stated in the specific Task Order itself.

PART 2 — ADDITIONAL SERVICES

A2.01 Additional Services Requiring an Amendment to Task Order

A. **Advance Written Authorization Required:** During performance under a Task Order, Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. Unless otherwise indicated above or in the specific Task Order, to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the specific Project of any such statements and documents; and coordination with the appropriate agencies, departments, or authorities having jurisdiction over the anticipated environmental impact of the Specific Project.
 2. Services to make measured drawings of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project as specified by the design requirements or Owner's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing and construction, or changes in design requirements, drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in laws and regulations that are not attributable to the Effective Date of the Task Order or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
 5. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.
 6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
 7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. based on the engineering and technical aspects of the project, the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
 8. Furnishing services of Consultants for other than Basic Services.
 9. Providing data or services of the type described in Section 4 — Owner's Responsibilities, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.C or the specific Task Order.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
 11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services.
 12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
 13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
 14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
 15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
 16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
 17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
 18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
 19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
 20. Preparation of operation, maintenance, and staffing manuals.
 21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
 22. Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
 23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.

24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project.
 25. Overtime work requiring higher than regular rates.
 26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraphs 05.02.2 and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
 27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
 28. Excessive services during any correction period, or with respect to guarantees called for in the Construction Contract (except as agreed to under Basic Services).
 29. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.
 30. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.
- B. Advance Written Authorization Not Required:** Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.
1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 1. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than or equal to items specified after the award of the Construction Contract; in evaluating and determining the acceptability of a proposed "for equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "for equals" or substitutions, whether proposed before or after award of the Construction Contract.
 2. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 3. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire, explosion, or other catastrophic (or) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
 4. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
 5. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
 6. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
 7. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.
- 4. Owner's Responsibilities**
- A. Owner shall:**
1. Provide Engineer with all criteria and full information as to Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
 2. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EICDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents) and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
 3. Furnish to Engineer any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
 4. Following Engineer's assessment of initially-available Specific Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - a. Property descriptions.
 - b. Zoning, deed, and other land use restrictions.
 - c. Utility and topographic mapping and surveys.
 - d. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - e. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 - f. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.
 - g. Data or consultations as required for the Project but not otherwise identified in this Agreement.
 5. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
 6. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
 - a. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 - b. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 - c. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
 7. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
 8. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
 9. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
 10. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Section the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
 11. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, other work is to be performed at or adjacent to the Site by others or by employees of Owner, or if Owner arranges to have work performed at the Site by utility owners, then Owner shall coordinate such work unless Owner designates an individual or entity to have authority and responsibility for coordinating the activities among the various prime Contractors and others performing work. In such case Owner shall define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
 12. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
 13. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
 14. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Section 3 – Basic Engineering Services.
 15. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
 16. Place and pay for advertisement for Bids in appropriate publications.
 17. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
 18. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
 19. Authorize Engineer to provide Additional Services as set forth in Part 2 of Section 3 of the Agreement, as required.

5. Time of Completion

The Engineer will complete design, permitting and bidding such that Start of Construction will be no later than July 19, 2023, 12 months from the date of Grant Award.

The Construction Period will be 12 months with a completion date of no later than July 19, 2024.

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

• Design/Bid	\$311,088.26
• Inspection	\$182,164.14
• Administration	\$ 69,565.36
Total Project Cost	\$562,817.76

7. Other Modifications to Agreement and Exhibits: N/A

8. Terms and Conditions

7.01 *Defined Terms*

a. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Order, or in the following definitions:

1. **Addenda**—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 2. **Additional Services**—Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order, but which are not included in Basic Services for that Task Order.
 3. **Agreement**—This written contract for professional services between Owner and Engineer, including all exhibits identified in Article 8.
 4. **Application for Payment**—The form acceptable to Engineer which is to be used by a Contractor in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 5. **Basic Services**—The services to be performed for or furnished to Owner by Engineer in accordance with a specific Task Order, as specified in the Task Order (but not including Additional Services performed or furnished pursuant to an amendment to the specific Task Order).
 6. **Change Order**—A document which is signed by a Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 7. **Change Proposal**—A written request by a Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in the Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
 8. **Constituent of Concern**—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to: (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §59601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §55101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §52601 et seq.; (e) the Clean Water Act, 33 U.S.C. §51251 et seq.; (f) the Clean Air Act, 42 U.S.C. §97401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, order, or regulation, or any other law, rule, regulation, or standard of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.
 9. **Construction Contract**—The entire and integrated written contract between Owner and Contractor concerning the Work.
 10. **Construction Contract Documents**—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.
 11. **Construction Contract Price**—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
 12. **Construction Contract Times**—The numbers of days or the dates by which a Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion, and (c) complete the Work.
 13. **Construction Cost**—The cost to Owner of the construction of those portions of an entire Specific Project designed or specified by or for Engineer under this Agreement and the specific Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damage to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with a Specific Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
 14. **Contractor**—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and their employees, agents, and representatives.
 15. **Consultants**—Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.
 16. **Contractor**—The entity or individual with which Owner enters into a Construction Contract.
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17. **Documents**—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
 18. **Drawings**—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by a Contractor.
 19. **Effective Date of the Agreement**—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
 20. **Effective Date of the Task Order**—The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
 21. **Engineer**—The individual or entity named as such in this Agreement.
 22. **Field Order**—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
 23. **Laws and Regulations; Laws or Regulations**—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
 24. **Owner**—The individual or entity with which Engineer has entered into this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.
 25. **Record Drawings**—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, including all Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
 26. **Resident Project Representative**—The authorized representative, if any, of Engineer assigned to assist Engineer at the Site of a Specific Project during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR will be as set forth in each Task Order.
 27. **Samples**—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
 28. **Shop Drawings**—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer as a portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
 29. **Site**—Lands or areas indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for use of a Contractor.
 30. **Specifications**—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
 31. **Specific Project**—The total specific undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.
 32. **Subcontractor**—An individual or entity having a direct contract with a Contractor or with any other Subcontractor for the performance of a part of the Work.
 33. **Substantial Completion**—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purpose for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to substantial completion thereof.
 34. **Supplier**—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with a Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
 35. **Task Order**—A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.
 36. **Total Project Costs**—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.
 37. **Work**—The entire construction of the various separately identifiable parts thereof required to be produced under the Construction Contract Documents for a Specific Project. Work includes, but is not limited to, the result of performing or providing all labor, services, and documentation necessary to produce such work, including furnishing, installing, and/or placing of materials and equipment into the construction; and may include related services such as testing, start-up, and commissioning; all as required by such Construction Contract Documents.
 38. **Work Change Directive**—A written directive to a Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
- b. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

The Effective Date of this Task Order is November 21, 2022

OWNER: Columbus County
By: Ricky Bullard
Print Name: Ricky Bullard
Title: Chairman

ENGINEER: Green Engineering, PLLC
By: E. Leo Green
Print Name: E. Leo Green, P.E.
Title: Managing Member

This instrument has been preaudited in the Manner Required by the Local Government and Fiscal Control Act.

Engineer License or Firm's Certificate No. (if required): P-0115

State of: North Carolina

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Gail Edwards
Title: Assistant County Manager
Address: 127 W. Webster Street, Whiteville, North Carolina 28472
E-Mail Address: gedwards@columbusco.org
Phone: 910-640-6630

Name: E. Leo Green, P.E.
Title: Managing Member
Address: 303 Goldsboro Street E., Wilson North Carolina 27893
E-Mail Address: elg@greeneng.com
Phone: 252-237-5365

This instrument has been preaudited in the manner required by the local Government Budget and Fiscal Control Act.

Lucy Jacobs 11/21/22
(Signature of Finance Director) Date

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MOTION:

Commissioner McMillian made a motion to approve the Option to Purchase Property, seconded by Commissioner Watts. The motion unanimously passed.

ADJOURN COMBINATION MEETING of COLUMBUS COUNTY WATER and SEWER DISTRICTS I, II, III, IV, and V BOARD MEETING:

At 7:35 P.M., Commissioner McDowell made a motion to adjourn the combination meeting of Columbus County Water and Sewer District I, II, III, IV and V Board Meeting, Second by McMillian. The motion unanimously passed.

Agenda Item #30: Comments:

Chairman Bullard opened the floor for comments. The following spoke:

A. Board of Commissioners:

1. **Commissioner Watts** stated the following:

Congratulated Vice-Chairman McMillian and Commissioner McDowell. It's been a pleasure to work with you. Thank you Commissioner McDowell on your advice when I first came into office. We will miss you!

2. **Commissioner Byrd** stated the following:

It's been a pleasure work with you. Commissioner McMillian I told you that we are supposed to have seven different opinions, but I assured you our differences would not carry over from one item to the next. I have tried to do that even though we disagree a lot we moved on to the next one and didn't hold over anything. Charles you will get back on time to eat your supper. Thank you for your championship and working together on the board.

3. **Commissioner Coleman** stated the following:

Charles and Jerome, it's been a pleasure and I've appreciate the opportunity to work with you! He also encouraged the employees and citizens to enjoy their holidays and be thankful for what we got. He also thanked the employees for their work with the County.

4. **Commissioner Smith** stated the following:

He thanked Jerome and Charles and told them he had learned a lot from them.

He thanked Ms. Jacobs for taking the position has Finance Director.

He thanked County Administration staff for outpouring love and support for the recent loss of my wife.

5. **Commissioner McDowell** stated the following:

Thanksgiving is a time to give thanks for what you have. Sometimes you don't realize what you have until you lose it. Mr. Smith and I have that in common, as my wife

passed away two months after I was sworn in. Cherish your family and make time for one another and always communicate with one another. Tell them you love and how much they mean to you. He thanked the Columbus County Board of Education for nominating the Board of Commissioners for an award and allowing them to go to Greensboro and accept this award they nominated us for. I do appreciate that! He thanked everyone for his 12 years as County Commissioner. He thanked Gail Edwards for always being his steady and he knew he could always count on her.

6. **Commissioner McMillian** stated the following:

He thanked everyone and wished them a happy and safe holiday.

7. **Commissioner Bullard** stated the following:

He thanked Commissioner McMillian and Commissioner McDowell and said words cannot express how much he thought of these two men. You have done a good job and have been dedicated to the position. You stood up for what you thought was right. I respect a man that can stand on his own two feet for what is right and still be friends and not let that divide us. He wished everyone a Happy Thanksgiving and tell your family you love them and be safe. He thanked Gail Edwards for always helping out. Commissioner Bullard presented the Award for being nominated for the Commissioners of the Year through the North Carolina School Board Association to County Manager Eddie Madden and the Commissioners. It was a privilege to bring this back to Columbus County. He welcomed Lacie Jacobs to the team.

B. **County Manager Eddie Madden** stated the following:

- Mr. Madden stated what an honor and privilege it was to work along beside Mr. McMillian and Mr. McDowell. Two Statesmen, honorable, committed and dedicated to seeing the organization and County move forward. It has been my privilege to have served as your manager during this short period of time. It has been an honor and privilege and I appreciate both of you very much! We are here for you and I know you will be here for us if we call on you. Thank you for much!
- We were able to open bids on November 17th for the Historic Courthouse. Three bids in total were received. All three were over budget. Our architect is reviewing the bid tabulation. Steering away from value engineering. Because we already have a diminishing project as it is. We do plan on making a recommendation to the Board as early as December 5th to award that contract.
- Mr. Madden reiterated on the recognition the Board of Commissioners received from the North Carolina School Board Association. One award is giving out of 100 Counties and Columbus County received it. It is a tremendous honor.
- Mr. Madden acknowledged Gail Edwards and the Veterans' Committee for their good works on the first ever Veterans' Day Parade Downtown Whiteville. It was outstanding! It was a welcome opportunity to recognize our Veterans.
- The Swearing-In Ceremony for the incoming Board Members will be held December 5th, at 5:00 P.M. at the Historic Courthouse.
- He announced the Clerk to the Board's position is vacant and that position is posted on the County's website.
- Commissioner Coleman and Commissioner Elect Barbara Featherson attended the North Carolina Legislative Goal Conference in Raleigh. That happens every two years and I appreciate them taking time out of their busy schedule to attend the conference.
- Everyone have a safe and happy holiday and be sure to spend time with your families, and our extended work family. Happy Thanksgiving!
- We attended the Ribbon Cutting today for the New Duke Energy Substation in Downtown Whiteville.

Agenda Item #31 **Adjournment:**

At 8:53P.M. Commissioner McMillian made a motion to adjourn, seconded by Commissioner McDowell. The motion unanimously passed. These minutes were typed by Natalie Carroll, Special Projects Coordinator.