



## **BOARD OF COUNTY COMMISSIONER'S MEETING**

**Monday, February, 5<sup>th</sup>, 2024**

**224 Seminary Street**

**Kenansville, N.C. 28349**

**6:00 p.m.** Meeting Called to Order  
Invocation  
Pledge of Allegiance  
Approval of Meeting Agenda

Approval of Minutes – Regular Meeting held on January 16<sup>th</sup>, 2024 (A)

### **REGULAR MEETING AGENDA**

#### **CONSENT AGENDA**

1. Budget Amendments Journal Entry Proof (B)
2. Tax and Solid Waste Releases - #21587 - #21671 (C)
3. Schedule a Public Hearing for March 4<sup>th</sup>, 2024 to Receive Public Comments Regarding the Adoption of a new Unified Development Ordinance (UDO). (D)
4. Schedule a Public Hearing for March 4<sup>th</sup>, 2024 to Receive Public Comments Regarding a Request from Jimmy Gurganus to Name a Lane off of Lura Lane (S NC 41 Hwy) Wallace, NC; Island Creek Township; David Norris Lane (E)
5. Schedule a Public Hearing for March 4<sup>th</sup>, 2024 to Receive Public Comments Regarding a Request from Richard Padrick to Name a Lane at 732 N NC 111 Hwy; Beulaville, NC; Smith Township; North Gum Lane (F)
6. Authorize the Naming of a Lane at 143 Dogwood Lane; Rose Hill, NC; Rose Hill Township; Miller Lane in Accordance with the Duplin County Addressing and Road Naming Ordinance. (G)
7. Accept National Environmental Health Associate – Food and Drug Administration (NEHA-FDA) Retail Flexible Funding Model Grant Funds in the Amount of \$3,375.86 and Authorize the Associated Budget Amendment (H)
8. Adopt a Resolution to Support the myFutureNC Attainment Goal and Authorize the Chairman to Sign. (I)
9. Appoint Katie Nunalee to the Duplin County Animal Advisory Board for a Term Ending 2026 and to Reappoint Chris Alphin; Kebby Schweinsberg; Dr. Margie Hunter; Michelle



- Blanchard; Cathi Hale; and Chris Jarman for a Term Ending 2025 and David J. Phillips and Bobbie A. Kennedy for a Term Ending 2026. **(J)**
10. Adopt a Resolution Proclaiming February 2024 Black History Month and Authorize the Chairman to Sign. **(K)**

### **ITEMS TO BE MADE PART OF MINUTES**

- Administrative Budget Amendment Journal Inquiry **(L)**

### **REGULAR AGENDA ITEMS OF BUSINESS**

- 6:05 p.m.** Public Comments (limited to three (3) minutes per speaker)
- 6:15 p.m.** Receive Road Concerns
- 6:20 p.m.** North Carolina State Representative Jimmy Dixon  
Make a Presentation
- 6:25 p.m.** Bryan Miller, County Manager  
Request to Accept Low Bidder as Certified by Mosley Architects **(M)**
- 6:30 p.m.** Melissa Kennedy, E-911 Addressing Project Coordinator  
Conduct a Public Hearing **(N)**  
Conduct a Public Hearing **(O)**
- 6:35 p.m.** T.D. Hill, Senior Audit Manager, RH CPA's  
Present Fiscal Year 2023 Audit. **(P)**
- 6:55 p.m.** Robin Grotke, Cowan Museum of History and Science Director  
Request Approval of a Contract with the North Carolina Department of Natural and Cultural Resources **(Q)**
- 7:00 p.m.** Christopher Hatcher, Duplin County Planner  
Request Approval of a Contract with the Neuse River Council of Governments d/b/a Eastern Carolina Council **(R)**
- 7:05 p.m.** Brandon McMahon, Duplin County Emergency Services Director  
Request Approval of a Contract with Alliance Health **(S)**
- 7:10 p.m.** Gary Rose, Duplin County Tax Administrator  
Present the Unpaid 2023 Property Taxes **(T)**



**7:15 p.m.** Bryan Miller, Duplin County Manager  
Request to Adopt a Resolution Authorizing Application for USDA-RD Special  
Evaluation Assistance for Rural Communities and Households (“SEARCH”)  
Grant (U)  
Request to Adopt a Resolution Authorizing Application for USDA-RD Special  
Evaluation Assistance for Rural Communities and Households (“SEARCH”)  
Grant (V)  
General Comments/Announcements

**CLOSED SESSION**

**Personnel Matters NCGS 143-318.11 (a) (6)**

**FYI (W)**

Resolution Opposing the Proposed Increase on Homeowners’ Insurance Rates by the NC Rate  
Bureau  
Town of Greenevers Tax Releases  
Town of Rose Hill Tax Releases

**REPORTS (X)**

Cooperative Extension – December 2023  
Register of Deeds – January 2024  
Social Services – December 2023  
Soil & Water – January 2024  
Water – December 2023

**ADJOURN**

**Motion to adjourn until February 19<sup>th</sup>, 2024 for a Commissioners Meeting at the  
Administrative Building located at 224 Seminary Street in Kenansville, N.C.**





**BOARD OF COUNTY COMMISSIONER'S MEETING**

**Monday, February 5<sup>th</sup>, 2024**

**224 Seminary Street**

**Kenansville, N.C. 28349**

**COMMISSIONER'S INFORMATION BULLETIN**

**TO:** Commissioner Branch  
Commissioner Dowe  
Commissioner D. Edwards  
Commissioner Garner  
Commissioner J. Edwards

**FROM:** Jaime W. Carr/Clerk to the Board

**DATE:** Monday, February 5<sup>th</sup>, 2024

**SUBJECT:** Commissioner's Meeting

1. Meeting Called to Order by Chairman Edwards
2. Invocation given by \_\_\_\_\_
3. Pledge of Allegiance to the Flag of the United States of America.
4. Approval of agenda for tonight's meeting. Members of the Board and/or the County Manager/Assistant County Manager and/or the Clerk to the Board may request to make any changes or additions to the proposed agenda.

**RECOMMENDED MOTION:** Motion to approve the meeting agenda.

**Motion** \_\_\_\_\_ **2nd** \_\_\_\_\_ **For** \_\_\_\_\_ **Against** \_\_\_\_\_ **Carried** \_\_\_\_\_

5. Approval of Minutes – Regular Meeting held on January 16<sup>th</sup>, 2024. (A)



**RECOMMENDED MOTION:** Motion to approve the minutes of the January 16<sup>th</sup>, 2024 Board of Commissioners meeting as presented.

**Motion** \_\_\_\_\_ **2nd** \_\_\_\_\_ **For** \_\_\_\_\_ **Against** \_\_\_\_\_ **Carried** \_\_\_\_\_

**REGULAR MEETING AGENDA**

**CONSENT AGENDA**

1. Budget Amendments Journal Entry Proof **(B)**
2. Tax and Solid Waste Releases - #21587 - #21671 **(C)**
3. Schedule a Public Hearing for March 4<sup>th</sup>, 2024 to Receive Public Comments Regarding the Adoption of a new Unified Development Ordinance (UDO). **(D)**
4. Schedule a Public Hearing for March 4<sup>th</sup>, 2024 to Receive Public Comments Regarding a Request from Jimmy Gurganus to Name a Lane off of Lura Lane (S NC 41 Hwy) Wallace, NC; Island Creek Township; David Norris Lane **(E)**
5. Schedule a Public Hearing for March 4<sup>th</sup>, 2024 to Receive Public Comments Regarding a Request from Richard Padrick to Name a Lane at 732 N NC 111 Hwy; Beulaville, NC; Smith Township; North Gum Lane **(F)**
6. Authorize the Naming of a Lane at 143 Dogwood Lane; Rose Hill, NC; Rose Hill Township; Miller Lane in Accordance with the Duplin County Addressing and Road Naming Ordinance. **(G)**
7. Accept National Environmental Health Associate – Food and Drug Administration (NEHA-FDA) Retail Flexible Funding Model Grant Funds in the Amount of \$3,375.86 and Authorize the Associated Budget Amendment **(H)**
8. Adopt a Resolution to Support the myFutureNC Attainment Goal and Authorize the Chairman to Sign. **(I)**
9. Appoint Katie Nunalee to the Duplin County Animal Advisory Board for a Term Ending 2026 and to Reappoint Chris Alphin; Kebby Schweinsberg; Dr. Margie Hunter; Michelle Blanchard; Cathi Hale; and Chris Jarman for a Term Ending 2025 and David J. Phillips and Bobbie A. Kennedy for a Term Ending 2026. **(J)**
10. Adopt a Resolution Proclaiming February 2024 Black History Month and Authorize the Chairman to Sign. **(K)**

**RECOMMEND MOTION:** Motion to approve the consent agenda.

**Motion** \_\_\_\_\_ **2nd** \_\_\_\_\_ **For** \_\_\_\_\_ **Against** \_\_\_\_\_ **Carried** \_\_\_\_\_

**ITEMS TO BE MADE PART OF MINUTES**

- Administrative Budget Amendment Journal Inquiry **(L)**



## **AGENDA**

1. Public Comments (limited to three (3) minutes per speaker)
2. Chairman Edwards will receive Road Concerns from any members of the Board or the Public on behalf of the North Carolina Department of Transportation.
3. North Carolina State Representative, Jimmy Dixon, will appear before the Board to make a presentation.
4. Bryan Miller, Duplin County Manager, will appear before the Board to request that the County Manager, County Attorney and Moseley Architects be authorized to enter into contract negotiations with the low bidder as certified by Mosely Architects (Daniels and Daniels Construction Co., Inc.) for construction of a new Duplin County Detention Center.  
**(M)**

**RECOMMENDED MOTION:** Motion to allow the County Manager, County Attorney and Moseley Architects enter into contract negotiations with the low bidder as certified by Mosely Architects (Daniels and Daniels Construction Co., Inc.) for construction of a new Duplin County Detention Center.

**Motion** \_\_\_\_\_ **2<sup>nd</sup>** \_\_\_\_\_ **For** \_\_\_\_\_ **Against** \_\_\_\_\_ **Carried** \_\_\_\_\_

5. Melissa Kennedy, E-911 Addressing Project Coordinator, will appear before the Board to conduct a public hearing to receive public comments from members of the Board or public regarding a request from Doug Brown to name a lane in the 500 block of Penny Road; Beulaville, NC; Limestone Township; Orzo Drive in accordance with the Duplin County Addressing and Road Naming Ordinance. **(N)**

**RECOMMENDED MOTION:** Motion to approve the request from Doug Brown to name a lane in the 500 block of Penny Road; Beulaville, NC; Limestone Township; Orzo Drive in accordance with the Duplin County Addressing and Road Naming Ordinance.

**Motion** \_\_\_\_\_ **2<sup>nd</sup>** \_\_\_\_\_ **For** \_\_\_\_\_ **Against** \_\_\_\_\_ **Carried** \_\_\_\_\_

6. Melissa Kennedy, E-911 Addressing Project Coordinator, will appear before the Board to conduct a public hearing to receive public comments from members of the Board or public regarding a request from the Town of Wallace to change the name of Powell Street to Jordan Street in honor of a former Councilman. **(O)**



**RECOMMENDED MOTION:** Motion to approve the request from the Town of Wallace to change the name of Powell Street to Jordan Street.

**Motion** \_\_\_\_\_ **2<sup>nd</sup>** \_\_\_\_\_ **For** \_\_\_\_\_ **Against** \_\_\_\_\_ **Carried** \_\_\_\_\_

- 7. T.D. Hill, Senior Audit Manager with RH CPA’s, will appear before the Board to present Fiscal Year 2023 audit. **(P)**
  
- 8. Robin Grotke, Cowen Museum of History and Science Director, will appear before the Board to request approval of a contract between the North Carolina Department of Natural and Cultural Resources and the Cowen Museum of History and Science for the North Carolina Science Museums Grant Program for FY 2024 in the amount of \$150,000. **(Q)**

**RECOMMENDED MOTION:** Motion to approve a contract between the North Carolina Department of Natural and Cultural Resources and the Cowen Museum of History and Science for the North Carolina Science Museums Grant Program for FY 2024 in the amount of \$150,000; authorize the Chairman to sign; and authorize the associated budget amendment.

**Motion** \_\_\_\_\_ **2<sup>nd</sup>** \_\_\_\_\_ **For** \_\_\_\_\_ **Against** \_\_\_\_\_ **Carried** \_\_\_\_\_

- 9. Chris Hatcher, Duplin County Planner, will appear before the Board to request approval of a contract between Neuse River Council of Governments d/b/a Eastern Carolina Council and Duplin County for training the Board of Adjustment members and better prepare them for requested meetings. The requested fee for the training is \$2,800.00 and is in the Planning Department’s budget. **(R)**

**RECOMMENDED MOTION:** Motion to approve the contract between Neuse River Council of Governments d/b/a Eastern Carolina Council and Duplin County and authorize the Chairman to sign.

**Motion** \_\_\_\_\_ **2<sup>nd</sup>** \_\_\_\_\_ **For** \_\_\_\_\_ **Against** \_\_\_\_\_ **Carried** \_\_\_\_\_

- 10. Brandon McMahon, Duplin County Emergency Services Director, will appear before the Board to request to enter into a contract with Alliance Health. Part of the Medicaid expansion requires EMS services to contract with Medicaid brokers. This will allow EMS to bill and get paid more for patients that have Medicaid through Alliance Health. Duplin



County is currently contracted with AmeriHealth, Wellcare, United Health Care, and BCBS.  
(S)

**RECOMMENDED MOTION:** Motion to approve the contract with Alliance Health and authorize the Chairman to sign.

**Motion** \_\_\_\_\_ **2nd** \_\_\_\_\_ **For** \_\_\_\_\_ **Against** \_\_\_\_\_ **Carried** \_\_\_\_\_

11. Gary Rose, Duplin County Tax Administrator, will appear before the Board to present the unpaid 2023 property taxes. At the first meeting in February, the Tax Collector is required to report the amount of unpaid current year property taxes. Also, the Board orders the Tax Collector to publish the names and amount of unpaid current year taxes in the newspaper. (T)

**RECOMMENDED MOTION:** Motion to accept the amount of unpaid taxes for 2023 and order that the names and amounts be advertised in the newspaper.

**Motion** \_\_\_\_\_ **2nd** \_\_\_\_\_ **For** \_\_\_\_\_ **Against** \_\_\_\_\_ **Carried** \_\_\_\_\_

12. Bryan Miller, Duplin County Manager, will appear before the Board to request that a Resolution Authorizing Application for USDA-RD Special Evaluation Assistance for Rural Communities and Households ("SEARCH") Grant for the area of Calico Bay, Duplin County be adopted. (U)

**RECOMMENDED MOTION:** Motion to adopt a Resolution Authorizing Application for USDA-RD Special Evaluation Assistance for Rural Communities and Households ("SEARCH") Grant for the area of Calico Bay, Duplin County and authorize the Chairman to sign.

**Motion** \_\_\_\_\_ **2nd** \_\_\_\_\_ **For** \_\_\_\_\_ **Against** \_\_\_\_\_ **Carried** \_\_\_\_\_

13. Bryan Miller, Duplin County Manager, will appear before the Board to request that a Resolution Authorizing Application for USDA-RD Special Evaluation Assistance for Rural Communities and Households ("SEARCH") Grant for the area of East Log Cabin, Duplin County be adopted. (V)

**RECOMMENDED MOTION:** Motion to adopt a Resolution Authorizing Application for USDA-RD Special Evaluation Assistance for Rural Communities and Households ("SEARCH") Grant for the area of East Log Cabin, Duplin County and authorize the Chairman to sign.



Motion \_\_\_\_\_ 2nd \_\_\_\_\_ For \_\_\_\_\_ Against \_\_\_\_\_ Carried \_\_\_\_\_

14. Bryan Miller, County Manager will appear before the Board to make announcements/comments.

**Personnel Matters NCGS 143-318.11 (a) (6)**

Motion to go out of regular session and into closed session for personnel matters pursuant to NCGS 143-31.11 (a) (6).

Motion \_\_\_\_\_ 2nd \_\_\_\_\_ For \_\_\_\_\_ Against \_\_\_\_\_ Carried \_\_\_\_\_

Motion to go out of closed session and back into open session.

Motion \_\_\_\_\_ 2nd \_\_\_\_\_ For \_\_\_\_\_ Against \_\_\_\_\_ Carried \_\_\_\_\_

**FYI (W)**

Resolution Opposing the Proposed Increase on Homeowners' Insurance Rates by the NC Rate Bureau

Town of Greenevers Tax Releases

Town of Rose Hill Tax Releases

**REPORTS (X)**

Cooperative Extension – December 2023

Register of Deeds – January 2024

Social Services – December 2023

Soil & Water – January 2024

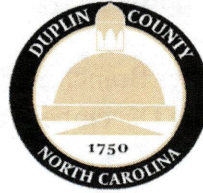
Water – December 2023

**ADJOURN**

**Motion to adjourn until February 19<sup>th</sup>, 2024 for a Commissioners Meeting at the Administrative Building located at 224 Seminary Street in Kenansville, N.C.**

Motion \_\_\_\_\_ 2nd \_\_\_\_\_ For \_\_\_\_\_ Against \_\_\_\_\_ Carried \_\_\_\_\_





## **BOARD OF COUNTY COMMISSIONER'S MEETING**

**Tuesday, January 16<sup>th</sup>, 2024**

**224 Seminary Street**

**Kenansville, N.C. 28349**

The Duplin County Board of Commissioners met at 6:00 p.m. on Tuesday, January 16<sup>th</sup>, 2024 in the Commissioners Room located at 224 Seminary Street, Kenansville, N.C.

Present: Commissioners: Dexter Edwards; Elwood Garner; Jesse L. Dowe, III; Wayne Branch; and Justin Edwards

Also Present: Bryan Miller, County Manager; Carrie Shields, Assistant County Manager; Tim Wilson, County Attorney; Chelsey Lanier, Finance Officer; and Jaime W. Carr, Clerk to the Board.

### **Call to Order**

The meeting was called to order by Chairman Edwards.

### **Invocation and Pledge of Allegiance**

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

### **Approval of the Meeting Agenda**

Chairman Edwards asked if the members of the Board approved the proposed meeting agenda, and if any Board Member, County Manager, Assistant County Manager, or Clerk to the Board wished to make any changes or additions to the agenda. Commissioner Dowe asked to add road concerns to the regular agenda. Jaime W. Carr, Clerk to the Board, requested to remove T.D. Hill, Senior Audit Manager with RH CPA's from the regular agenda.

Motion was made by Commissioner Branch, seconded by Commissioner Dowe, carried unanimously to approve the meeting agenda with the additions made by the Commissioner Dowe and the Clerk to the Board.



## **Approval of the Minutes – Governing Body**

Motion was made by Commissioner Branch, seconded by Commissioner Dowe, carried unanimously to approve the minutes of the December 18<sup>th</sup>, 2023 Board of Commissioners Meeting as presented.

## **REGULAR MEETING AGENDA**

### **CONSENT AGENDA**

Motion was made by Commissioner Garner, seconded by Commissioner Dowe, carried unanimously, to approve the consent agenda which consisted of: Budget Amendments Journal Entry Proof; Tax and Solid Waste Releases - #21545 - #21586; Adopt the Revised Duplin County Public Transportation Drug and Alcohol Policy and Authorize Chairman to Sign; Appoint Ms. Carrie Shields, Assistant County Manager for Duplin County, to the Economic Development Commission (EDC) to Finish out Mr. Don Taber's Term Which Ends June 30<sup>th</sup>, 2026; Schedule a Public Hearing for February 5<sup>th</sup>, 2024 to Receive Public Comments Regarding a Request from the Town of Wallace to Change the Name of Powell Street to Jordan Street in the Town of Wallace; Schedule a Public Hearing for February 5<sup>th</sup>, 2024 to Receive Public Comments Regarding a Request from Doug Brown to Name a Lane in the 500 Block of Penny Road; Beulaville, NC; Limestone Township; Orzo Drive; Adopt a Resolution to Approve Presentation of Badge and Service Weapon to Retiring Sheriff's Office Employee Sergeant James Tyson and Authorize Chairman to Sign; Approve Lease Agreement Between Duplin County and State Employees' Credit Union for Placement of ATM Machine at 112 W Hill Street, Kenansville, NC; Approve Late Land Use Application Submitted by Kema Boney for Parcel # 12-1130 and Late Land Use Application Submitted by Sonya Mainor Boney for Parcel # 12-494-; Approve Application to Assume Land Use Submitted by Buck Island Farms LLC for Parcel #'s 09-3013, 09-4392 and 09-5638; Approve Late Property Tax Exemption Application for East Duplin Memorial Gardens for Parcel # 07-2642 and Parcel # 07-470; Adopt Duplin County 2022 CDBG Neighborhood Revitalization (CDBG-NR) Program Resolution Approving Administrative Guidelines and Policies and Authorize Chairman to Sign Along with any Other Documents Required by Said Resolution; Approve Professional Services Agreement Between Duplin County and Insight Planning & Development LLC and Authorize Bryan Miller, Duplin County Manager; Chelsey Lanier, Duplin County Finance Officer; and Christopher Hatcher, Duplin County Planner to Sign; Accept Additional Senior Center General Purpose Funds FY 23-24 in the Amount of \$56.00 Increasing the Total Allocation to \$4,957.00; Authorize Melisa S. Brown to DocuSign the Eastern Carolina Council of Government Contract for Aging Services Associated with These Funds; and Authorize the Associated Budget Amendment.

## **ITEMS TO BE MADE PART OF MINUTES**

Administrative Budget Amendment Journal Entry Report

## **AGENDA**

### **Public Comments**

No Public Comments



## **End Public Comments**

Chairman Edwards asked if any members of the Board or the public had road concerns that needed to be passed to the North Carolina Department of Transportation. Chairman Edwards stated the Cattle Sign on Willard Edwards Road was missing again.

Melissa Kennedy, E-911 Addressing Project Coordinator, appeared before the Board to conduct a public hearing to receive public comments from members of the Board or public regarding a request from Richard Miller to name a lane at 143 Dogwood Lane; Rose Hill, NC; Rose Hill Township; Miller Lane in accordance with the Duplin County Addressing and Road Naming Ordinance.

### **Chairman Edwards opened the public hearing.**

No public comments.

### **Chairman Edwards closed the public hearing.**

Motion was made by Commissioner Branch, seconded by Commissioner Dowe, to approve the request from Richard Miller to name a lane at 143 Dogwood Lane; Rose Hill, NC; Rose Hill Township; Miller Lane in accordance with the Duplin County Addressing and Road Naming Ordinance. After much discussion, Commissioner Branch amended his motion to table the matter until the County Planner has had time to review this information, seconded by Commissioner Dowe, carried unanimously.

Angie Quinn, Duplin County Soil and Water Conservation, appeared before the Board to request acceptance of grant funds in the amount of \$65,000.00 from the North Carolina Agricultural Development and Farmland Preservation Trust Fund and authorize Bryan Miller, Duplin County Manager, to sign the contract associated with this grant. This project is for Anthony Clay Butts Farm, +/- 39.15 acres. Allocation is needed to fund this project but the County will be reimbursed once the project is completed. The contract timeline will be from October 1<sup>st</sup>, 2023 through September 30<sup>th</sup>, 2026.

Motion was made by Commissioner Garner, seconded by Commissioner J. Edwards, carried unanimously, to accept grant funds in the amount of \$65,000.00 from the North Carolina Agricultural Development and Farmland Preservation Trust Fund for the Anthony Clay Butts Farm Project and authorize Bryan Miller, Duplin County Manager, to sign the contract associated with this grant and approve the associated budget amendment.

Angie Quinn, Duplin County Soil and Water Conservation, appeared before the Board to request acceptance of grant funds in the amount of \$137,900.00 from the North Carolina Agricultural Development and Farmland Preservation Trust Fund and authorize Bryan Miller, Duplin County Manager, to sign the contract associated with this grant. This project is for Mitchell and Marlene Paige, +/- 83.89 acres. Allocation is needed to fund this project but the



County will be reimbursed once the project is completed. The contract timeline will be from October 1<sup>st</sup>, 2023 through September 30<sup>th</sup>, 2026.

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously, to accept grant funds in the amount of \$137,900.00 from the North Carolina Agricultural Development and Farmland Preservation Trust Fund for the Mitchell and Marlene Paige Project and authorize Bryan Miller, Duplin County Manager, to sign the contract associated with this grant and approve the associated budget amendment.

Angie Quinn, Duplin County Soil and Water Conservation, appeared before the Board to request acceptance of grant funds in the amount of \$293,681.00 from the North Carolina Agricultural Development and Farmland Preservation Trust Fund and authorize Bryan Miller, Duplin County Manager, to sign the contract associated with this grant. This project is for Murray Agriculture LLC East, +/- 278 acres. Allocation is needed to fund this project but the County will be reimbursed once the project is completed. The contract timeline will be from October 1<sup>st</sup>, 2023 through September 30<sup>th</sup>, 2025.

Motion was made by Commissioner Garner, seconded by Commissioner J. Edwards, carried unanimously, to accept grant funds in the amount of \$293,681.00 from the North Carolina Agricultural Development and Farmland Preservation Trust Fund for the Murray Agriculture LLC East Project and authorize Bryan Miller, Duplin County Manager, to sign the contract associated with this grant and approve the associated budget amendment.

Angie Quinn, Duplin County Soil and Water Conservation, appeared before the Board to request acceptance of grant funds in the amount of \$330,292.50 from the North Carolina Agricultural Development and Farmland Preservation Trust Fund and authorize Bryan Miller, Duplin County Manager, to sign the contract associated with this grant. This project is for Murray Agriculture LLC West, +/- 315 acres. Allocation is needed to fund this project but the County will be reimbursed once the project is completed. The contract timeline will be from October 1<sup>st</sup>, 2023 through September 30<sup>th</sup>, 2026.

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously, to accept grant funds in the amount of \$330,292.50 from the North Carolina Agricultural Development and Farmland Preservation Trust Fund for the Murray Agriculture LLC West Project and authorize Bryan Miller, Duplin County Manager, to sign the contract associated with this grant and approve the associated budget amendment.

Annie Murrell, Duplin County Social Services Director, appeared before the Board to provide an update regarding Medicaid Expansion and concerns of staffing for her department.

Bryan Miller, County Manager, appeared before the Board to make announcements/comments.

Motion was made by Commissioner Dowe, seconded by Commissioner J. Edwards, carried unanimously to adjourn until February 5<sup>th</sup>, 2024 for a Commissioners Meeting at the Administrative Building located at 224 Seminary Street in Kenansville, N.C.



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Jaime W. Carr  
Clerk to the Board

DRAFT



**BUDGET AMENDMENTS JOURNAL ENTRY PROOF**

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV	BUDGET	AMENDED
	ACCOUNT				LINE DESCRIPTION	EFF DATE	CHANGE	BUDGET ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND		
2024	08	3 02/06/2024			BUA 020524C	1 2		
1	5110	35161		HEALTH	TUBERCULOSIS MEDICAID		-500.00	-5,500.00
	10-50-5100-5110-000-35161					02/06/2024		
2	5110	35125		HEALTH	IMMUNIZATION FEES		-85,460.00	-95,460.00
	10-50-5100-5110-000-35125					02/06/2024		
3	5110	35126		HEALTH	IMMUNIZATION MEDICAID		-50,000.00	-60,000.00
	10-50-5100-5110-000-35126					02/06/2024		
4	5114	42980		IMMUNIZATIONS	PROGRAM SUPPLIES		6,624.40	9,624.40
	10-50-5100-5114-000-42980					02/06/2024		
5	5114	43110		IMMUNIZATIONS	TRAVEL		150.00	2,150.00
	10-50-5100-5114-000-43110					02/06/2024		
6	5114	42370		IMMUNIZATIONS	INJECTABLES		149,000.00	164,000.00
	10-50-5100-5114-000-42370					02/06/2024		
7	5124	42013		TUBERCULOSIS	LAB PROCESSING		11,400.00	16,400.00
	10-50-5100-5124-000-42013					02/06/2024		
** JOURNAL TOTAL							0.00	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND		
2024	08	4 02/06/2024			BUA 020524C	1 2		
1	4920	45000		ECONOMIC DEVELOPMENT	GRANTCLIENTS		1,047,000.00	1,002,166.67
	10-49-4920-0000-000-45000					02/06/2024		
2	4920	49807		ECONOMIC DEVELOPMENT	PROJECT MATCH FOR GRANTS		.00	44,833.33
	10-49-4920-0000-000-49807					02/06/2024		
** JOURNAL TOTAL							0.00	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND		
2024	08	5 02/06/2024			BUA 020524C	1 2		
1	4100	38398		GENERAL FUND	INSURANCE SETTLEMENTS		-23,046.02	-39,237.56
	10-41-4100-0000-000-38398					02/06/2024		
2	4100	38398		GENERAL FUND	INSURANCE SETTLEMENTS		-23,046.02	-26,794.84
	10-41-4100-0000-000-38398					02/06/2024		



**BUDGET AMENDMENTS JOURNAL ENTRY PROOF**

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV	BUDGET	AMENDED
	ACCOUNT				LINE DESCRIPTION	EFF DATE	CHANGE	BUDGET
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND		
2024	08	5 02/06/2024			BUA 020524C	1 2		
3	4310	43530	SHERIFF		REPAIRS VEHICLES		150,467.84	19,940.36
	10-43-4310-0000-000-43530						02/06/2024	170,408.20
** JOURNAL TOTAL							0.00	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND		
2024	08	6 02/06/2024			BUA 020524C	1 2		
1	5300	40121	DEPARTMENT OF SOCIAL SERVICES SALARIES				5,066,613.00	-36,940.00
	10-50-5300-0000-000-40121						02/06/2024	5,029,673.00
2	5300	41990	DEPARTMENT OF SOCIAL SERVICES PROFESSIONAL SERVICES				248,840.00	36,940.00
	10-50-5300-0000-000-41990						02/06/2024	285,780.00
** JOURNAL TOTAL							0.00	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND		
2024	08	7 02/06/2024			BUA 020524C	1 2		
1	5372	42390	WORK FIRST/TANF		PROGRAM ENHANCEMENTS		50,000.00	-50,000.00
	10-50-5300-5372-000-42390						02/06/2024	.00
2	5300	42600	DEPARTMENT OF SOCIAL SERVICES OFFICE SUPPLIES				141,000.00	50,000.00
	10-50-5300-0000-000-42600						02/06/2024	191,000.00
** JOURNAL TOTAL							0.00	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND		
2024	08	8 02/06/2024			BUA 020524C	1 2		
1	5300	35301	DEPARTMENT OF SOCIAL SERVICES SOCIAL SERVICES ADMIN				-6,156,491.65	-8,295.45
	10-50-5300-0000-000-35301						02/06/2024	-6,164,787.10
2	5480	44014	CRISIS INTERVENTION		LIHWAP		9,646.05	8,295.45
	10-50-5300-5480-000-44014						02/06/2024	17,941.50
** JOURNAL TOTAL							0.00	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND		
2024	08	10 02/06/2024			BUA 020524C	1 2		



## BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
ACCOUNT					LINE DESCRIPTION				
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2024	08	10 02/06/2024			BUA 020524C	1 1			
1	5114	45100			IMMUNIZATIONS	CAPITAL OUTLAY	7,137.28	-4,500.00	2,637.28
	10-50-5100-5114-000-45100						02/06/2024		
2	5111	40121			ENVIRONMENTAL HEALTH	SALARIES	346,323.00	-3,000.00	343,323.00
	10-50-5100-5111-000-40121						02/06/2024		
3	5110	40121			HEALTH	SALARIES	124,080.00	-11,600.00	112,480.00
	10-50-5100-5110-000-40121						02/06/2024		
4	5114	42990			IMMUNIZATIONS	INCENTIVES	300.00	4,500.00	4,800.00
	10-50-5100-5114-000-42990						02/06/2024		
5	5111	43210			ENVIRONMENTAL HEALTH	TELEPHONE	3,600.00	1,000.00	4,600.00
	10-50-5100-5111-000-43210						02/06/2024		
6	5111	43250			ENVIRONMENTAL HEALTH	POSTAGE	320.00	200.00	520.00
	10-50-5100-5111-000-43250						02/06/2024		
7	5111	42980			ENVIRONMENTAL HEALTH	PROGRAM SUPPLIES	4,800.00	1,800.00	6,600.00
	10-50-5100-5111-000-42980						02/06/2024		
8	5113	42370			COMMUNICABLE DISEASE	INJECTABLES	9,000.00	11,600.00	20,600.00
	10-50-5100-5113-000-42370						02/06/2024		
** JOURNAL TOTAL								0.00	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2024	08	11 02/06/2024			BUA 020524C	1 2			
1	4986	39811			Soil & Water Storage Building	TRANSFER FROM GENERAL FUND	-17,231.00	-522.28	-17,753.28
	45-47-4960-4986-000-39811						02/06/2024		
2	4986	41060			Soil & Water Storage Building	CONSTRUCTION	52,231.00	522.28	52,753.28
	45-47-4960-4986-000-41060						02/06/2024		
** JOURNAL TOTAL								0.00	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2024	08	12 02/06/2024			BUA 020524C	1 2			
1	5110	35174			HEALTH	ED Regional Prevention Support	-410,338.00	8,508.00	-401,830.00
	10-50-5100-5110-000-35174						02/06/2024		



**BUDGET AMENDMENTS JOURNAL ENTRY PROOF**

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV	BUDGET	AMENDED
	ACCOUNT				LINE DESCRIPTION	EFF DATE	CHANGE	BUDGET
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND		
2024	08	12 02/06/2024			BUA 020524C	1 2		
2	5176	42600			ED Regional Prevention Support	OFFICE SUPPLIES	10,000.00	1,492.00
	10-50-5100-5176-000-42600						02/06/2024	
							-8,508.00	
								0.00
					** JOURNAL TOTAL			
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND		
2024	08	14 02/06/2024			BUA 020524C	1 2		
1	5110	35161			HEALTH	TUBERCULOSIS MEDICAID	-500.00	-5,500.00
	10-50-5100-5110-000-35161						02/06/2024	
2	5110	35125			HEALTH	IMMUNIZATION FEES	-85,460.00	-95,460.00
	10-50-5100-5110-000-35125						02/06/2024	
3	5110	35126			HEALTH	IMMUNIZATION MEDICAID	-50,000.00	-60,000.00
	10-50-5100-5110-000-35126						02/06/2024	
4	5114	42980			IMMUNIZATIONS	PROGRAM SUPPLIES	6,624.40	9,624.40
	10-50-5100-5114-000-42980						02/06/2024	
5	5114	43110			IMMUNIZATIONS	TRAVEL	150.00	2,150.00
	10-50-5100-5114-000-43110						02/06/2024	
6	5114	42370			IMMUNIZATIONS	INJECTABLES	149,000.00	164,000.00
	10-50-5100-5114-000-42370						02/06/2024	
7	5124	42013			TUBERCULOSIS	LAB PROCESSING	11,400.00	16,400.00
	10-50-5100-5124-000-42013						02/06/2024	
								0.00
					** JOURNAL TOTAL			
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND		
2024	08	15 02/06/2024			BUA 020524C	1 2		
1	4310	33282			SHERIFF	USDOJBJA2017 BPV	.00	-4,186.38
	10-43-4310-0000-000-33282						02/06/2024	
2	4322	41990			2016 SCAAP	PROFESSIONAL SERVICES	19,625.74	23,812.12
	10-43-4310-4322-000-41990						02/06/2024	
								0.00
					** JOURNAL TOTAL			



# BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: blanca.pineda

YEAR	PER	JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2024	8	3	BUA 5110-35161	02/06/2024	020524C				TUBERCULOSIS MEDICAID	5			5,000.00
			BUA 5110-35125	02/06/2024	020524C				IMMUNIZATION FEES	5			10,000.00
			BUA 5110-35126	02/06/2024	020524C				IMMUNIZATION MEDICAID	5			10,000.00
			BUA 5114-42980	02/06/2024	020524C				PROGRAM SUPPLIES	5		3,000.00	
			BUA 5114-43110	02/06/2024	020524C				TRAVEL	5		2,000.00	
			BUA 5114-42370	02/06/2024	020524C				INJECTABLES	5		15,000.00	
			BUA 5124-42013	02/06/2024	020524C				LAB PROCESSING	5		5,000.00	
									JOURNAL 2024/08/3	TOTAL		.00	.00
2024	8	4	BUA 4920-45000	02/06/2024	020524C				GRANTCLIENTS	5			44,833.33
			BUA 4920-49807	02/06/2024	020524C				PROJECT MATCH FOR GRANTS	5		44,833.33	
									JOURNAL 2024/08/4	TOTAL		.00	.00
2024	8	5	BUA 4100-38398	02/06/2024	020524C				INSURANCE SETTLEMENTS	5			16,191.54
			BUA 4100-38398	02/06/2024	020524C				INSURANCE SETTLEMENTS	5			3,748.82
			BUA 4310-43530	02/06/2024	020524C				REPAIRS VEHICLES	5		19,940.36	
									JOURNAL 2024/08/5	TOTAL		.00	.00
2024	8	6	BUA 5300-40121	02/06/2024	020524C				SALARIES	5			36,940.00
			BUA 5300-41990	02/06/2024	020524C				PROFESSIONAL SERVICES	5		36,940.00	
									JOURNAL 2024/08/6	TOTAL		.00	.00



BUDGET AMENDMENT JOURNAL ENTRY PROOF

YEAR PER	JNL	SRC ACCOUNT	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
EFF DATE										
2024 8	7									
BUA 5372-42390							PROGRAM ENHANCEMENTS	5		50,000.00
02/06/2024	020524C						T			
BUA 5300-42600							OFFICE SUPPLIES	5	50,000.00	
02/06/2024	020524C						T			
							JOURNAL 2024/08/7	TOTAL	.00	.00
2024 8	8									
BUA 5300-35301							SOCIAL SERVICES ADMIN	5		8,295.45
02/06/2024	020524C						T			
BUA 5480-44014							LIHWAP	5	8,295.45	
02/06/2024	020524C						T			
							JOURNAL 2024/08/8	TOTAL	.00	.00
2024 8	10									
BUA 5114-45100							CAPITAL OUTLAY	5		4,500.00
02/06/2024	020524C						T			
BUA 5111-40121							SALARIES	5		3,000.00
02/06/2024	020524C						T			
BUA 5110-40121							SALARIES	5		11,600.00
02/06/2024	020524C						T			
BUA 5114-42990							INCENTIVES	5	4,500.00	
02/06/2024	020524C						T			
BUA 5111-43210							TELEPHONE	5	1,000.00	
02/06/2024	020524C						T			
BUA 5111-43250							POSTAGE	5	200.00	
02/06/2024	020524C						T			
BUA 5111-42980							PROGRAM SUPPLIES	5	1,800.00	
02/06/2024	020524C						T			
BUA 5113-42370							INJECTABLES	5	11,600.00	
02/06/2024	020524C						T			
							JOURNAL 2024/08/10	TOTAL	.00	.00
2024 8	11									
BUA 4986-39811							TRANSFER FROM GENERAL FUND	5		522.28
02/06/2024	020524C						T			
BUA 4986-41060							CONSTRUCTION	5	522.28	
02/06/2024	020524C						T			
							JOURNAL 2024/08/11	TOTAL	.00	.00
2024 8	12									



BUDGET AMENDMENT JOURNAL ENTRY PROOF

YEAR PER	JNL	SRC ACCOUNT	ACCOUNT DESC	T	OB	DEBIT	CREDIT
EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC		
2024 8 14							
BUA 5110-35174					ED Regional Prevention Support	5	8,508.00
02/06/2024	020524C				T		
BUA 5176-42600					OFFICE SUPPLIES	5	8,508.00
02/06/2024	020524C				T		
					JOURNAL 2024/08/12	TOTAL	.00 .00
2024 8 14							
BUA 5110-35161					TUBERCULOSIS MEDICAID	5	5,000.00
02/06/2024	020524C				T		
BUA 5110-35125					IMMUNIZATION FEES	5	10,000.00
02/06/2024	020524C				T		
BUA 5110-35126					IMMUNIZATION MEDICAID	5	10,000.00
02/06/2024	020524C				T		
BUA 5114-42980					PROGRAM SUPPLIES	5	3,000.00
02/06/2024	020524C				T		
BUA 5114-43110					TRAVEL	5	2,000.00
02/06/2024	020524C				T		
BUA 5114-42370					INJECTABLES	5	15,000.00
02/06/2024	020524C				T		
BUA 5124-42013					LAB PROCESSING	5	5,000.00
02/06/2024	020524C				T		
					JOURNAL 2024/08/14	TOTAL	.00 .00
2024 8 15							
BUA 4310-33282					USDOJBJA2017 BPV	5	4,186.38
02/06/2024	020524C				T		
BUA 4322-41990					PROFESSIONAL SERVICES	5	4,186.38
02/06/2024	020524C				T		
					JOURNAL 2024/08/15	TOTAL	.00 .00



BUDGET AMENDMENT JOURNAL ENTRY PROOF

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

\*\* END OF REPORT - Generated by Blanca Pineda \*\*



BA # \_\_\_\_\_

Duplin County  
Budget Amendment

Department Title

HEALTH

Department Head's Signature

TRACEY SIMMONS-KORNEGAY

(form can be e-mailed to Finance from Dept. Head)

All amendments involving revenues must be approved by the Board of Commissioners


**Brief description of why this amendment is being requested:**

Increasing Fees

Revenue code	Line Item Description	Amount	Expense code	Line Item Description	Amount
5110-35161	TB Medicaid	5,000.00	5114-42980	Program Supplies	3,000.00
5110-35125	Immunization fees	10,000.00	5114-43110	Travel	2,000.00
5110-35126	Immunization Medicaid	10,000.00	5114-42370	Injectables	15,000.00
			5124-42013	Lab Processing	5,000.00
Total		25,000.00	Total		25,000.00

Finance Signature

Date Approved:

  
1-16-24

Manager Signature

Date Approved:

Commissioner Approval

Date Approved:

1/16/2024



BA # \_\_\_\_\_

Duplin County  
Budget Amendment

Department Title

EDC

Department Head's Signature

*Scotty Summerlin*

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

**Brief description of why this amendment is being requested:**

To appropriate funds made by County performance agreements regarding specific projects. Project ACC county match of \$28,333.33, Project Ginny county match of \$8,000 and Project Freeze county match of \$8,500. Request for funds anticipated soon.

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
4920-45000	Grants Clients	44,833.33	4920-49807	Project Match for Grants	44,833.33
Total		44,833.33	Total		44,833.33

Finance Signature

Date Approved:

*Chelsey Romier*  
1-16-24

Manager Signature

Date Approved:

Commisioner Approval

Date Approved:



BA # \_\_\_\_\_

Duplin County  
Budget Amendment

Department Title \_\_\_\_\_ Finance

Department Head's Signature \_\_\_\_\_

(form can be e-mailed to Finance from Dept. Head)

All amendments involving revenues must be approved by the Board of Commissioners

**Brief description of why this amendment is being requested:**

Insurance settlements

Revenue code	Line Item Description	Amount	Expense code	Line Item Description	Amount
4100-38398	Insurance Settlements	16,191.54	4310-43530	Vehicle repairs	19,940.36
<del>4100-38398</del>	<del>Insurance Settlements</del>	3,748.82			
Total		19,940.36	Total		19,940.36

Finance Signature

Date Approved:

  
11/11/24

Manager Signature

Date Approved:

Commisioner Approval

Date Approved:

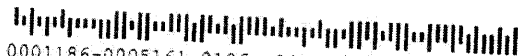


#987  
Sheet

Sedgwick Claims Management Services, Inc  
P O Box 14436  
Lexington, KY 40512-4436

RECEIVED

JAN 03 2024



0001186-0005161 0106 001 603118 SWK



DUPLIN COUNTY  
PO BOX 950  
KENANSVILLE NC 28349

DATE	CHECK AMOUNT	CHECK NUMBER
12/29/2023	16,191.54	138868155
PAYEE		TAX ID
DUPLIN COUNTY		None
SCMS UNIT		PAGE
184 Sedgwick Claims Management Services, Inc		01 of 01

Claimant Name	Loss Date	Claim Number
DUPLIN COUNTY	11/15/2023	4A23120J6H2-0001
Amt Paid: 16,191.54	Description: Miscellaneous CL/Other	
Dates: 11/15/2023 - 12/28/2023	Comment: Settlement- 2022 Dodge Charger, Vin 6257	

SWK RM SDM 00 NP



THE FACE OF THIS CHECK IS PRINTED BLUE - THE BACK CONTAINS A SIMULATED WATERMARK - SEE BACK FOR DETAILS

Sedgwick Claims Management Services, Inc  
On behalf of  
NCACC Liability and Property Pool

ORIGIN  
1841278

Wells Fargo Bank, N.A.

VOID AFTER 60 DAYS

DATE: 12/29/2023

138868155

62-22  
311

PAY: \*\*\*\*\*SIXTEEN THOUSAND ONE HUNDRED NINETY ONE AND 54/100 DOLLARS

PAY TO  
THE  
ORDER  
OF

DUPLIN COUNTY

\$16,191.54

Sedgwick

MEMO:

MP

NC Counties of Liability and P. Principal  
Sedgwick Claims Management Services, Inc., Agent By:

138868155 0311002251 2079950059703

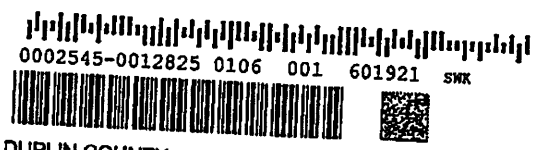
2156124694



#893 Sheriff

Sedgwick Claims Management Services, Inc  
P O Box 14436  
Lexington, KY 40512-4436

RECEIVED  
JAN 02 2024



DUPLIN COUNTY  
PO BOX 950  
KENANSVILLE NC 28349

DATE	CHECK AMOUNT	CHECK NUMBER
12/26/2023	3,748.82	138868114
PAYEE	TAX ID	
DUPLIN COUNTY	None	
SCMS UNIT	PAGE	
184 Sedgwick Claims Management Services, Inc	01 of 01	

Claimant Name	Loss Date	Claim Number
DUPLIN COUNTY	11/29/2023	4A23120J4VN-0001
Description: Miscellaneous CL/Other		
Comment: 2019 Dodge Charger VIN# 4175		
Amt Paid: 3,748.82		
Dates: 12/26/2023 - 12/26/2023		

SWK/RMS/SDM/00.NP



THE FACE OF THIS CHECK IS PRINTED BLUE - THE BACK CONTAINS A SIMULATED WATERMARK - SEE BACK FOR DETAILS.

Sedgwick Claims Management Services, Inc  
On behalf of  
NCACC Liability and Property Pool

ORIGIN 1841278 Wells Fargo Bank, N.A.

VOID AFTER 60 DAYS

DATE: 12/26/2023 138868114

PAY: \*\*\*\*\*THREE THOUSAND SEVEN HUNDRED FORTY EIGHT AND 82/100 DOLLARS

62-22  
311

PAY TO THE ORDER OF  
DUPLIN COUNTY

\$3,748.82

Sedgwick

EMO: \_\_\_\_\_ MP

NC Counties of Liability and P. Principal  
Sedgwick Claims Management Services, Inc., Agent By:

2150451871

138868114 031100225 2079950059703



BA # \_\_\_\_\_

Duplin County  
Budget Amendment

Department Title

Social Services

Department Head's Signature

completed by Dana Bonneville

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

**Brief description of why this amendment is being requested:**

Transter of lapsed salary to cover cost of contracted staff

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
5300-40121	Salaries	36,940.00	5300-41990	Professional Service	36,940.00
Total		36,940.00	Total		36,940.00

Finance Signature

Date Approved:

  
11/1/24

Manager Signature

Date Approved:

Commisioner Approval

Date Approved:



BA # \_\_\_\_\_

Duplin County  
Budget Amendment

Department Title

Social Services

Department Head's Signature

completed by Dana Bonneville

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

**Brief description of why this amendment is being requested:**

To accommodate for carry forward item, CCU Funding for Medicaid Expansion. EFT deposited in June 2023, but was intended for Expansion rollout in 2024 budget year

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
5372-42390	Program Enhancements	50,000.00	5300-42600	Office Supplies	50,000.00
Total		50,000.00	Total		50,000.00

*Chelsey Ranier*

Finance Signature

Date Approved:

1/22/24

Manager Signature

Date Approved:

Commissioner Approval

Date Approved:



BA # \_\_\_\_\_

Duplin County  
Budget Amendment

Department Title

Social Services

Department Head's Signature

Completed by Dana Bonneville

(form can be e-mailed to Finance from Dept. Head)

All amendments involving revenues must be approved by the Board of Commissioners

**Brief description of why this amendment is being requested:**

To correct for initial allocation for Low Income Household Water Assistance Program (LIHWAP)

Revenue code	Line Item Description	Amount	Expense code	Line Item Description	Amount
5300-35301	Social Services Admin	8,295.45	5480-44014	LIHWAP	8,295.45
Total		8,295.45	Total		8,295.45

*Chelsey Rancier*

Finance Signature

Date Approved:

1/22/24

Manager Signature

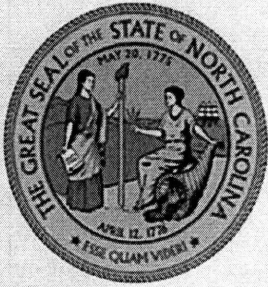
Date Approved:

Commissioner Approval

Date Approved:

1/18/2024





## DIVISION OF SOCIAL SERVICES

### Low-Income Household Water Assistance Program (LIHWAP)

FUNDING SOURCE: American Rescue Plan Act (ARPA)

EFFECTIVE DATE: 7/01/2023

AUTHORIZATION NUMBER: 2

### ALLOCATION PERIOD

FROM JUNE 2023 THRU MAY 2024 SERVICE MONTHS

FROM JULY 2023 THRU JUNE 2024 PAYMENT MONTHS

### NC DEPARTMENT OF HEALTH AND HUMAN SERVICES

Co. No.	COUNTY	Unique Entity Identifier	Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
			Federal	Total	Federal	Total	Federal	Total
01	ALAMANCE	F5VHYUUI3NC5	169,035.91	169,035.91	-	-	169,035.91	169,035.91
02	ALEXANDER	XVEEJSNY7UX9	13,702.80	13,702.80	-	-	13,702.80	13,702.80
03	ALLEGHANY	GTC2BCN7SKK3	-	-	-	-	-	-
04	ANSON	PK8UYTSNJCC3	74,856.36	74,856.36	-	-	74,856.36	74,856.36
05	ASHE	PBZ9TLZMHUS9	19,351.24	19,351.24	-	-	19,351.24	19,351.24
06	AVERY	UZ19JTBXL3	-	-	-	-	-	-
07	BEAUFORT	Q14JUM5NZQ43	1,058.12	1,058.12	-	-	1,058.12	1,058.12
08	BERTIE	FSW9MGNZAK39	33,178.77	33,178.77	-	-	33,178.77	33,178.77
09	BLADEN	TLCTJWDJH1H9	16,259.90	16,259.90	-	-	16,259.90	16,259.90
10	BRUNSWICK	MJBMXLN9NJT5	6,923.05	6,923.05	-	-	6,923.05	6,923.05
11	BUNCOMBE	W5TCDKMLHE69	90.15	90.15	-	-	90.15	90.15
12	BURKE	KVJHUFURQDM5	20,285.48	20,285.48	-	-	20,285.48	20,285.48
13	CABARRUS	PF3KTEELMHV6	43,647.54	43,647.54	-	-	43,647.54	43,647.54
14	CALDWELL	HL4FGNUNGE97	40,943.91	40,943.91	-	-	40,943.91	40,943.91
15	CAMDEN	FVT7YDQSCAA5	1,532.55	1,532.55	-	-	1,532.55	1,532.55
16	CARTERET	UC6WJ2MQMJS8	47,288.92	47,288.92	-	-	47,288.92	47,288.92
17	CASWELL	CL7NKCTNQG75	1,804.77	1,804.77	-	-	1,804.77	1,804.77
18	CATAWBA	GYUNA9WINFM1	46,267.19	46,267.19	-	-	46,267.19	46,267.19
19	CHATHAM	KE57QE2GV5F1	11,630.05	11,630.05	-	-	11,630.05	11,630.05
20	CHEROKEE	DCEGK6HA11M5	5,350.64	5,350.64	-	-	5,350.64	5,350.64
21	CHOWAN	YJJ7KT3E58F5	-	-	-	-	-	-
22	CLAY	HYKLQVNW1XK7	2,567.70	2,567.70	-	-	2,567.70	2,567.70
23	CLEVELAND	MXEZRW9DKR86	1,620.70	1,620.70	-	-	1,620.70	1,620.70
24	COLUMBUS	V1UAJ4L87WQ7	14,243.70	14,243.70	-	-	14,243.70	14,243.70
25	CRAVEN	LTZ2U8LZQ214	103,023.82	103,023.82	11,647.38	11,647.38	114,671.20	114,671.20
26	CUMBERLAND	TH2WJPJRMGV3	22,408.29	22,408.29	-	-	22,408.29	22,408.29
27	CURRITUCK	VDL5DNFQX374	3,975.44	3,975.44	-	-	3,975.44	3,975.44
28	DARE	ELV6JGB11QK6	-	-	-	-	-	-
29	DAVIDSON	C9P5MDJC7KY7	19,509.37	19,509.37	-	-	19,509.37	19,509.37
30	DAVIE	GSJ6K8J2PD57	7,992.30	7,992.30	-	-	7,992.30	7,992.30
31	DUPLIN	KZN4GK5262K3	17,941.50	17,941.50	-	-	17,941.50	17,941.50
32	DURHAM	LJ5BAU2HLM7	73,885.24	73,885.24	-	-	73,885.24	73,885.24
33	EDGECOMBE	DYB5XFVEN8H3	46,571.27	46,571.27	-	-	46,571.27	46,571.27
34	FORSYTH	ZTVELM361423	224,022.75	224,022.75	-	-	224,022.75	224,022.75
35	FRANKLIN	FFKTRQCNN143	6,623.43	6,623.43	-	-	6,623.43	6,623.43
36	GASTON	QKY9R8A8D5J6	115,662.45	115,662.45	-	-	115,662.45	115,662.45
37	GATES	F4L4FXEB3BK3	3,177.95	3,177.95	-	-	3,177.95	3,177.95
38	GRAHAM	W3JTGI1KP5D7	6,400.65	6,400.65	-	-	6,400.65	6,400.65
39	GRANVILLE	DAZ3PRU8U4J5	52,250.67	52,250.67	-	-	52,250.67	52,250.67
40	GREENE	VCU5LD71N9U3	11,338.99	11,338.99	-	-	11,338.99	11,338.99
41	GUILFORD	YBEQWGFJPMJ3	339,498.55	339,498.55	-	-	339,498.55	339,498.55
42	HALIFAX	MRL8MYNJ3Y5	60,340.04	60,340.04	-	-	60,340.04	60,340.04
43	HARNETT	JBDCD9V41BX7	336,286.36	336,286.36	-	-	336,286.36	336,286.36
44	HAYWOOD	DQHZEAV95G5	4,687.80	4,687.80	-	-	4,687.80	4,687.80
45	HENDERSON	EXFKXBHH7EG7	20,703.88	20,703.88	-	-	20,703.88	20,703.88
46	HERTFORD	YJEUENJ7BQK7	35,780.83	35,780.83	-	-	35,780.83	35,780.83
47	HOKE	C1GWSADARX51	18,711.63	18,711.63	-	-	18,711.63	18,711.63



Low-Income Household Water Assistance Program (LIHWAP)

AUTHORIZATION NUMBER: 2

			Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
	COUNTY	Unique Entity Identifier	Federal	Total	Federal	Total	Federal	Total
48	HYDE	ENMJWY3H3CJ9	8,813.99	8,813.99	-	-	8,813.99	8,813.99
49	IREDELL	XTNRLKJLA4S9	85,191.86	85,191.86	-	-	85,191.86	85,191.86
50	JACKSON	X7YWWY6ZP574	2,437.91	2,437.91	-	-	2,437.91	2,437.91
51	JOHNSTON	SYGAGEFDHYR7	75,468.99	75,468.99	-	-	75,468.99	75,468.99
52	JONES	HE3NNNUE27M7	21,562.11	21,562.11	-	-	21,562.11	21,562.11
53	LEE	F6A8UC99JWJ5	90.15	90.15	-	-	90.15	90.15
54	LENOIR	QKUF37VPGH6	73,142.11	73,142.11	-	-	73,142.11	73,142.11
55	LINCOLN	UGGQSSKBGJ5	26,001.63	26,001.63	-	-	26,001.63	26,001.63
56	MACON	LLPJBC6N2LL3	-	-	-	-	-	-
57	MADISON	YQ96F8BJYTJ9	782.25	782.25	-	-	782.25	782.25
58	MARTIN	HA4QLH34LNS3	11,743.35	11,743.35	-	-	11,743.35	11,743.35
59	MCDOWELL	TI3NTH2NDJ73	180.30	180.30	-	-	180.30	180.30
60	MECKLENBURG	EZ15XL6BMM68	90.15	90.15	-	-	90.15	90.15
61	MITCHELL	YL69DGLK4CH3	4,597.65	4,597.65	-	-	4,597.65	4,597.65
62	MONTGOMERY	E78ZAJM3BFL3	10,393.47	10,393.47	-	-	10,393.47	10,393.47
63	MOORE	HFNSK95FS7Z8	29,432.94	29,432.94	-	-	29,432.94	29,432.94
64	NASH	NF58K566HQM7	16,112.54	16,112.54	-	-	16,112.54	16,112.54
65	NEW HANOVER	F7TLT2GMEJE1	811.35	811.35	-	-	811.35	811.35
66	NORTHAMPTON	CRA2KCAL8BA4	25,741.65	25,741.65	-	-	25,741.65	25,741.65
67	ONSLOW	LTXVW6QF6297	110,924.91	110,924.91	-	-	110,924.91	110,924.91
68	ORANGE	GFFMCW9XDA53	30,578.54	30,578.54	-	-	30,578.54	30,578.54
69	PAMLICO	FT59QFEAU344	5,565.02	5,565.02	-	-	5,565.02	5,565.02
70	PASQUOTANK	NRDUHMG7ZW4	9,857.10	9,857.10	-	-	9,857.10	9,857.10
71	PENDER	TI1BE678U9P5	1,667.77	1,667.77	-	-	1,667.77	1,667.77
72	PERQUIMANS	MBXQSJ2NMCK9	5,273.74	5,273.74	-	-	5,273.74	5,273.74
73	PERSON	FQ8LFJGMABJ4	-	-	-	-	-	-
74	PITT	VZNPMLFT5R6	170,955.41	170,955.41	-	-	170,955.41	170,955.41
75	POLK	QZ6BZPGLX4Y9	6,333.95	6,333.95	-	-	6,333.95	6,333.95
76	RANDOLPH	T3BUM1CVS9N5	60,375.39	60,375.39	-	-	60,375.39	60,375.39
77	RICHMOND	Q63FZNTJM3M4	72,841.20	72,841.20	-	-	72,841.20	72,841.20
78	ROBESON	LKBEJQFLAAK5	3,626.87	3,626.87	-	-	3,626.87	3,626.87
79	ROCKINGHAM	KGCCCHJZZ43	50,055.84	50,055.84	-	-	50,055.84	50,055.84
80	ROWAN	GCB7UCV96NW6	108,614.88	108,614.88	-	-	108,614.88	108,614.88
81	RUTHERFORD	GTATPCDJVYN8	48,692.70	48,692.70	-	-	48,692.70	48,692.70
82	SAMPSON	RS3KYMYTKJL3	19,001.27	19,001.27	-	-	19,001.27	19,001.27
83	SCOTLAND	FNVTUCQGCHM5	1,759.35	1,759.35	-	-	1,759.35	1,759.35
84	STANLY	U86MZUYPL7C5	29,732.35	29,732.35	-	-	29,732.35	29,732.35
85	STOKES	W41TRA3NUNS1	8,204.10	8,204.10	-	-	8,204.10	8,204.10
86	SURRY	FMWCTM24C9J8	1,983.30	1,983.30	-	-	1,983.30	1,983.30
87	SWAIN	E29GLEXDH849	3,206.79	3,206.79	-	-	3,206.79	3,206.79
88	TRANSYLVANIA	W51VGHGM8945	13,973.25	13,973.25	-	-	13,973.25	13,973.25
89	TYRRELL	JLNEVJ2625L8	6,953.04	6,953.04	-	-	6,953.04	6,953.04
90	UNION	LHMKBD4AGRJ5	67,529.44	67,529.44	-	-	67,529.44	67,529.44
91	VANCE	EBWNMFHTNV41	7,660.27	7,660.27	-	-	7,660.27	7,660.27
92	WAKE	FTJ2WJPLWMJ3	379,482.65	379,482.65	-	-	379,482.65	379,482.65
93	WARREN	WLTATC4JLJ54	13,908.52	13,908.52	-	-	13,908.52	13,908.52
94	WASHINGTON	QWRZCQJFTEE4	14,933.84	14,933.84	-	-	14,933.84	14,933.84
95	WATAUGA	X7B4LX1QQMX6	8,972.80	8,972.80	-	-	8,972.80	8,972.80
96	WAYNE	DACFHCLKKMS1	80,953.81	80,953.81	-	-	80,953.81	80,953.81
97	WILKES	M14KKHY2NNR3	1,712.85	1,712.85	-	-	1,712.85	1,712.85
98	WILSON	ME2DJHMYWG55	6,387.49	6,387.49	-	-	6,387.49	6,387.49
99	YADKIN	PLCD17JFA8B1	7,917.14	7,917.14	-	-	7,917.14	7,917.14
100	YANCEY	L98MCUHKC2J8	6,321.93	6,321.93	-	-	6,321.93	6,321.93
Total			3,860,984.57	3,860,984.57	11,647.38	11,647.38	3,872,631.95	3,872,631.95



**Low-Income Household Water Assistance Program (LIHWAP)**

**AUTHORIZATION NUMBER: 2**

**FUNDING SOURCE:** Low-Income Home Energy Assistance

**Project Description:** Low Income Household Water Assistance Program (LIHWAP) provides funds to assist low-income households with water and wastewater bills.

**Research & Development:** ☐ Yes ☒ No

**CFDA Number:** 93.499

**CFDA Name:** Low-Income Home Energy Assistance

**Award Name:** Low-Income Home Energy Assistance ARPA

**Award Number:** 2101NCLWC6

**Award Date:** FFY 2021

**Federal Agency:** DHHS/ACF

**GRANT INFORMATION:** This represents 100% federal dollars.

**XS411 Heading:** LIHWAP ARPA

**Tracked on XS411:** Federal Share 100%

**OBLIGATIONS INCURRED AND EXPENDITURES MADE UNDER THIS ADVICE WILL BE SUBJECT TO LIMITATIONS PUBLISHED BY FEDERAL AND STATE AGENCIES AS TO THE AVAILABILITY OF FUNDS**

**AUTHORIZED SIGNATURE**



**DATE:**

**September 29, 2023**



BA # \_\_\_\_\_

Duplin County  
Budget Amendment

Department Title

HEALTH

Department Head's Signature

TRACEY SIMMONS-KORNEGAY

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

**Brief description of why this amendment is being requested:**

preparation for immunizations days & Coverage for program supplies until F&L money is awarded (approved by Mr Miller 1/23/24). Increasing Injecatbles to cover Rabies vaccines (approved by Mr Miller 1/23/24)

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
5114-45100	Capital Outlay	4,500.00	5114-42990	Incentives	4,500.00
5111-40121	Salaries	3,000.00	5111-43210	Telephone	1,000.00
			5111-43250	Postage	200.00
			5111-42980	Program supplies	1,800.00
5110-40121	Salaries	11,600.00	5113-42370	Injectables	11,600.00
Total		19,100.00	Total		19,100.00

*Chelsy Ranier*

Finance Signature

Date Approved:

1/25/24

Manager Signature

Date Approved:

Commisioner Approval

Date Approved:



## Duplin County Budget Amendment

**All amendments involving revenues must be approved by the Board of Commissioners**

Extra funds for Soil & Water storage building

<b>Revenue code</b>	<b>Line Item Description</b>	<b>Amount</b>	<b>Expense code</b>	<b>Line Item Description</b>	<b>Amount</b>
4986-39811	Transfer from General Fund	522.28	4986-41060	Construction	522.28
Total		522.28	Total	-	522.28

Chelsey Lomie  
1/22/24

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## Duplin County Budget Amendment

(form can be e-mailed to Finance from Dept. Head)

**Brief description of why this amendment is being requested:**

Reverse of BA approved 8/7/23 AA 545 funding. HD will not receive funds.

Date Approved:



Fw: 8.7 BOCC ARF - Health

Tracey Kornegay <TRACEY.S.KORNEGAY@duplincountync.com>

Fri 1/19/2024 3:12 PM

To: Chelsey Lanier <chelsey.lanier@duplincountync.com>

Cc: Hanna Malice <hanna.malice@duplincountync.com>

1 attachments (161 KB)

Agenda Request Form - ED Regional Prevention Support Teams FY 23-24 (AA 545) 9.7.2023.docx.

chelsey - there seems to have been a mix-up at the state with this specific funding authorization - i have told the state not to worry about adding this funding at this time due to the time limitations so i would like to request if you can subtract \$8,508.00 from 5176-42600

thanks,  
tracey



**TRACEY SIMMONS-KORNEGAY**  
HEALTH DIRECTOR

Phone 910.372.9147  
Fax 910.296.0252  
Mail 340 Seminary Street, Kenansville, NC 28349  
e-mail tracey.s.kornegay@duplincountync.com



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**From:** Tracey Kornegay <TRACEY.S.KORNEGAY@duplincountync.com>

**Sent:** Monday, July 24, 2023 1:20 PM

**To:** Jaime Carr <jaimec@duplincountync.com>

**Cc:** Davis Brinson <dbrinson@duplincountync.com>; Chelsey Lanier <chelsey.lanier@duplincountync.com>; Hanna Malice <hanna.malice@duplincountync.com>; Marjorie Sandlin <marjorie.sandlin@duplincountync.com>

**Subject:** 8.7 BOCC ARF - Health

Jamie - please see the attachments on behalf of Health for the upcoming August 7<sup>th</sup> BOCC meeting - we are anticipating 2-additional AAs within the next week or so to hopefully get included as well

Thanks  
Tracey



**TRACEY SIMMONS-KORNEGAY**  
HEALTH DIRECTOR

Phone 910.372.9147  
Fax 910.296.0252  
Mail 340 Seminary Street, Kenansville, NC 28349  
e-mail tracey.s.kornegay@duplincountync.com



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## Duplin County Budget Amendment

Department Title	Health Department
Department Head's Signature	Tracey Simmons-Kornegay

(form can be e-mailed to Finance from Dept. Head)

**All amendments involving revenues must be approved by the Board of Commissioners**

**Brief description of why this amendment is being requested:**

To increase funds in office supplies for the ED Regional Prevention Support

AA545

BCCC approved 8/7/23

<b>Revenue code</b>	<b>Line Item Description</b>	<b>Amount</b>	<b>Expense code</b>	<b>Line Item Description</b>	<b>Amount</b>
5110-35174	ED Regional Prevention Support	8,508.00	5176-42600	Office Supplies	8,508.00
Total		8,508.00	Total		8,508.00

Finance Signature \_\_\_\_\_  
Date Approved: \_\_\_\_\_

Manager Signature \_\_\_\_\_  
Date Approved: \_\_\_\_\_

Commisioner Approval \_\_\_\_\_  
Date Approved: \_\_\_\_\_

7/23/2023



BA # \_\_\_\_\_

Duplin County  
Budget Amendment

Department Title

HEALTH

Department Head's Signature

TRACEY SIMMONS-KORNEGAY

(form can be e-mailed to Finance from Dept. Head)

All amendments involving revenues must be approved by the Board of Commissioners

**Brief description of why this amendment is being requested:**

Increasing Fees

Revenue code	Line Item Description	Amount	Expense code	Line Item Description	Amount
5110-35161	TB Medicaid	5,000.00	5114-42980	Program Supplies	3,000.00
5110-35125	Immunization fees	10,000.00	5114-43110	Travel	2,000.00
5110-35126	Immunization Medicaid	10,000.00	5114-42370	Injectables	15,000.00
			5124-42013	Lab Processing	5,000.00
Total		25,000.00	Total		25,000.00

*Chelsy Ranier*

Finance Signature

Date Approved:

1/30/24

Manager Signature

Date Approved:

Commissioner Approval

Date Approved:

1/29/2024



BA # \_\_\_\_\_

Duplin County  
Budget Amendment

Department Title

Department Head's Signature

(form can be e-mailed to Finance from Dept. Head)

Admin Assist  
Stonel

All amendments involving revenues must be approved by the Board of Commissioners

**Brief description of why this amendment is being requested:**

Budget Funds from LESO program

Credit GL	Line Item Description	Amount	GL	Line Item Description	Amount
4310-33282	SCAAP Grant	4,186.38	4322-41990	Professional Services	4,186.38
Total		4,186.38	Total		4,186.38

Chelsy Ranier

Finance Signature

Date Approved:

1/30/24

Manager Signature

Date Approved:

\_\_\_\_\_

Commisioner Approval

Date Approved:

\_\_\_\_\_



# Agenda

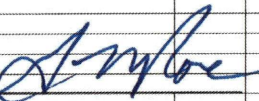
LL 1-29-24  
Cw 1-29-24

## DUPLIN COUNTY TAX AND SOLID WASTE REQUEST RELEASE DATE FEBRUARY 5, 2024

RELEASE NUMBER	NAME	TOWNSHIP	FIRE DISTRICT 1	FIRE DISTRICT	TAX YEAR	ACCOUNT NUMBER	COUNTY TAX	CAPITAL FUND	FIRE TAX 1	FIRE TAX 2	LATE LIST PENALTY	SOLID WASTE	TOTAL RELEASE	REASON FOR RELEASE
21587	ANDREWS, ANN ELIZABETH ETAL	08	F-24		2023	010000717	\$ 73.64	\$ 2.06					\$ 75.70	PROPERTY SHOULD BE EXEMPT
21588	BALLARD, ROBERT CHARLES	09	F-13		2023	0242230	\$ 178.75	\$ 5.00	\$ 17.50				\$ 201.25	SHOULD HAVE RECEIVED ELDERLY EXEMPTION
21589	BLUE, WILLARD C. JR TRUSTEE	09			2023	0670552						\$ 78.95	\$ 78.95	NO DWELLING ON PROPERTY
21590	BONEY, KEMA M.	12	F-22		2023	0714800	\$ 112.97	\$ 3.16					\$ 116.13	BOCC APPROVED LATE LU APPLICATION
21591	BONEY, SAM	11			2023	010003111						\$ 110.00	\$ 110.00	NO DWELLING ON PROPERTY
21592													\$ -	
21593	BROWN, FLOYD L.	07	F-04		2023	1197688	\$ 178.75	\$ 5.00	\$ 11.45				\$ 195.20	SHOULD HAVE RECEIVED ELDERLY EXEMPTION
21594	CARR, JAIME WADE & HUS JEREMY	06	F-03		2023	010002152	\$ 324.99	\$ 9.09	\$ 25.00		\$ 35.91		\$ 394.99	SOLD BOAT IN 2022
21595	DAIL, MITCHELL KEITH	03	F-01		2023	2136048	\$ 282.07	\$ 7.89	\$ 19.73				\$ 309.69	SHOULD HAVE RECEIVED ELDERLY EXEMPTION
21596	DUPLIN CHRISTIAN OUTREACH MINISTRIES	09			2023	2442002	\$ 321.04	\$ 8.98					\$ 330.02	PICKED UP REMODEL IN WRONG LOCATION
21597	EAST DUPLIN MEM. GARDENS INC	07	F-03		2023	2475855	\$ 1,105.53	\$ 30.92	\$ 85.04				\$ 1,221.49	COMMISSIONERS APPROVED LATE EXEMPT APPLICATION
21598	FERRERA, CARMEN	10	F-18		2023	2820393			\$ 31.29			\$ 110.00	\$ 141.29	PROPERTY IS IN TOWN
21599	FERRERA, CARMEN	10	F-18		2022	2820393			\$ 31.29			\$ 110.00	\$ 141.29	PROPERTY IS IN TOWN
21600	FERRERA, CARMEN	10	F-18		2021	2820393			\$ 31.29			\$ 90.00	\$ 121.29	PROPERTY IS IN TOWN
21601	FERRERA, CARMEN	10	F-18		2020	2820393			\$ 31.29			\$ 90.00	\$ 121.29	PROPERTY IS IN TOWN
21602	FERRERA, CARMEN	10			2019	2820393						\$ 90.00	\$ 90.00	PROPERTY IS IN TOWN
21603	FERRERA, CARMEN	10	F-18		2023	2820393			\$ 5.39				\$ 5.39	PROPERTY IS IN TOWN
21604	FERRERA, CARMEN	10	F-18		2022	2820393			\$ 5.39				\$ 5.39	PROPERTY IS IN TOWN
21605	FERRERA, CARMEN	10	F-18		2021	2820393			\$ 5.39				\$ 5.39	PROPERTY IS IN TOWN
21606	FERRERA, CARMEN	10	F-18		2020	2820393			\$ 5.39				\$ 5.39	PROPERTY IS IN TOWN
21607	GARDNER, GWENDOLYN	06			2023	10003058	\$ 219.22	\$ 6.13			\$ 22.54	\$ 110.00	\$ 357.89	SWMH DOUBLE LISTED
21608	GARDNER, GWENDOLYN	06			2022	10003058	\$ 256.69	\$ 7.18			\$ 26.39	\$ 110.00	\$ 400.26	SWMH DOUBLE LISTED
21609	HANEY, MICHAEL ALLEN	04	F-02		2023	3536388	\$ 14.30	\$ 0.40	\$ 1.30		\$ 1.60	\$ 110.00	\$ 127.60	SWMH DOUBLE LISTED
21610	HOLLINGSWORTH, DAVID L.	02			2023	4037705						\$ 110.00	\$ 110.00	NO DWELLING ON PROPERTY
21611	HOLLINGSWORTH, DAVID L.	02	F-12		2022	4037705						\$ 110.00	\$ 110.00	NO DWELLING ON PROPERTY
21612	HORIZONS EAST, LLC	07	F-04		2023	010002674	\$ 34.32	\$ 0.96	\$ 2.20				\$ 37.48	SOLD PROPERTY IN 2022
21613	HOUSTON, CHRIS	07	F-16		2023	10003867	\$ 14.30	\$ 0.40	\$ 1.40		\$ 1.61	\$ 110.00	\$ 127.71	SWMH DOUBLE LISTED
21614	HOUSTON, CHRIS	07			2022	10003867	\$ 14.30	\$ 0.40			\$ 1.47	\$ 110.00	\$ 126.17	SWMH DOUBLE LISTED
21615	JACKSON, ARIAN DEBOIS	02	F-15		2023	4302795	\$ 6.41	\$ 0.18	\$ 0.45		\$ 0.70		\$ 7.74	SOLD MYT TRAILER IN 2018
21616	JACKSON, ARIAN DEBOIS	02	F-15		2022	4302795	\$ 6.41	\$ 0.18	\$ 0.45		\$ 0.70		\$ 7.74	SOLD MYT TRAILER IN 2018
21617	JACKSON, ARIAN DEBOIS	02	F-15		2021	4302795	\$ 6.41	\$ 0.18	\$ 0.45		\$ 0.70		\$ 7.74	SOLD MYT TRAILER IN 2018
21618	JAMES, STANLEY R.	08	F-24		2023	10006193	\$ 14.30	\$ 0.40			\$ 1.47	\$ 110.00	\$ 126.17	SWMH AFTERLISTED IN ERROR
21619	JAMES, STANLEY R.	08	F-24		2022	10006193	\$ 14.30	\$ 0.40			\$ 2.94	\$ 110.00	\$ 127.64	SWMH AFTERLISTED IN ERROR
21620	JOHNSON, EDWARD D.	06	F-04		2023	4480182	\$ 39.23	\$ 1.10	\$ 2.51		\$ 4.28		\$ 47.12	BOAT VALUE ADJUSTED
21621	KEENE, WAYNE MAXTON	09			2023	4771557	\$ 31.97	\$ 0.89					\$ 32.86	ADJUSTED VALUE FOR MYT TRAILER
21622	KENNEDY, MELISSA A. LE	06			2023	4914390						\$ 110.00	\$ 110.00	DWMH SOLD AND MOVED
21623	KING, SONYA MAINOR	12	F-17	F-22	2023	4997651	\$ 275.99	\$ 7.72	\$ 3.50				\$ 287.21	BOCC APPROVED LATE LU APPLICATION
21624	LYONS, CRAIG MATTHEW	08	F-10		2023	010004085	\$ 10.73	\$ 0.30	\$ 1.05		\$ 1.21		\$ 13.29	FLOODED SWMH VALUE REDUCED
21625	LYONS, CRAIG MATTHEW	08	F-10		2023	010004085						\$ 110.00	\$ 110.00	MOBILE HOME NOT LIVABLE
21626	MISS GRACE FARMS LLC	06	F-20		2023	1000399	\$ 77.94	\$ 2.18					\$ 80.12	CORRECTED LAND CLASS
21627	MOBLEY, BETTY ALBERTSON	07	F-04		2023	010001354	\$ 592.74	\$ 16.58	\$ 37.97				\$ 647.29	SHOULD HAVE RECEIVED ELDERLY EXEMPTION
21628	MOORE, WILLIE E.	12			2022	6167435						\$ 110.00	\$ 110.00	HOUSE VACANT FOR 10+ YEARS
21629	MOORE, WILLIE E.	12			2021	6167435						\$ 90.00	\$ 90.00	HOUSE VACANT FOR 10+ YEARS
21630	MOORE, WILLIE E.	12			2020	6167435						\$ 90.00	\$ 90.00	HOUSE VACANT FOR 10+ YEARS
21631	MOORE, WILLIE E.	12			2019	6167435						\$ 90.00	\$ 90.00	HOUSE VACANT FOR 10+ YEARS
21632	PAGE HOME APPLIANCE, INC	01			2023	6582744	\$ 4.61	\$ 0.13			\$ 0.47		\$ 5.21	BUSINESS CLOSED IN 2021
21633	PAGE HOME APPLIANCE, INC	01			2022	6582744	\$ 4.61	\$ 0.13					\$ 4.74	BUSINESS CLOSED IN 2021



LL 1-29-24  
CW 1-29-24

21634	PRATT, ALVIN L	12	F-22	2023	010001468	\$ 31.10	\$ 0.87		\$ 3.20	\$ 35.17	SOLD MYT TRAILER IN 2022	
21635	R & B INVESTMENTS OF BEULAVILLE, INC	01	F-07	2023	7159561	\$ 449.02	\$ 12.56	\$ 43.96		\$ 615.54	PARCEL SHOULD HAVE BEEN TRANSFERRED 2023	
21636	R & B INVESTMENTS OF BEULAVILLE, INC	06	F-04	2023	10005324	\$ 217.15	\$ 6.07	\$ 13.91	\$ 110.00	\$ 347.13	SOLD SWMH IN 2022	
21637	RACARNO, JAVIER	09		2023	7163222	\$ 14.30	\$ 0.40		\$ 1.47	\$ 16.17	NEVER OWNED SWMH	
21638	RACARNO, JAVIER	09		2022	7163222	\$ 14.30	\$ 0.40		\$ 1.47	\$ 16.17	NEVER OWNED SWMH	
21639	RACARNO, JAVIER	09		2021	7163222	\$ 14.30	\$ 0.40		\$ 1.47	\$ 16.17	NEVER OWNED SWMH	
21640	RACARNO, JAVIER	09		2020	7163222	\$ 14.30	\$ 0.40		\$ 1.47	\$ 16.17	NEVER OWNED SWMH	
21641	RACARNO, JAVIER	09		2019	7163222	\$ 14.30	\$ 0.40		\$ 1.47	\$ 16.17	NEVER OWNED SWMH	
21642	RACARNO, JAVIER	09		2018	7163222	\$ 14.30			\$ 1.43	\$ 15.73	NEVER OWNED SWMH	
21643	RACARNO, JAVIER	09		2017	7163222	\$ 13.90			\$ 1.39	\$ 15.29	NEVER OWNED SWMH	
21644	RACARNO, JAVIER	09		2016	7163222	\$ 14.60			\$ 1.46	\$ 16.06	NEVER OWNED SWMH	
21645	RACARNO, JAVIER	09		2015	7163222	\$ 14.60			\$ 1.46	\$ 16.06	NEVER OWNED SWMH	
21646	RACARNO, JAVIER	09		2014	7163222	\$ 14.60			\$ 1.46	\$ 16.06	NEVER OWNED SWMH	
21647	RUSS, JOSHUA CHARLES	11		2019	7549536	\$ 62.26	\$ 1.74		\$ 6.40	\$ 70.40	BOAT VALUE OVER ASSESSED	
21648	RUSS, JOSHUA CHARLES	11		2018	7549536	\$ 65.35			\$ 6.54	\$ 71.89	BOAT VALUE OVER ASSESSED	
21649	RUSS, JOSHUA CHARLES	08	F-10	2023	10002788	\$ 22.32	\$ 0.62	\$ 2.19	\$ 2.51	\$ 27.64	DOES NOT OWN BOAT	
21650	SMITH, GERALD J.	07	F-04	2023	7942383	\$ 898.04	\$ 25.12	\$ 57.52		\$ 980.68	MISC IMPROVEMENTS MOVED TO PARCEL 07-3793-1	
21651	SMITH, GERALD J.	07	F-04	2022	7942383	\$ 898.04	\$ 25.12	\$ 57.52		\$ 980.68	MISC IMPROVEMENTS MOVED TO PARCEL 07-3793-1	
21652	SMITH, GERALD J.	07	F-04	2021	7942383	\$ 898.04	\$ 25.12	\$ 57.52		\$ 980.68	MISC IMPROVEMENTS MOVED TO PARCEL 07-3793-1	
21653	SMITH, GERALD J.	07	F-04	2020	7942383	\$ 898.04	\$ 25.12	\$ 57.52		\$ 980.68	MISC IMPROVEMENTS MOVED TO PARCEL 07-3793-1	
21654	SMITH, GERALD J.	07	F-04	2019	7942383	\$ 898.04	\$ 25.12	\$ 57.52		\$ 980.68	MISC IMPROVEMENTS MOVED TO PARCEL 07-3793-1	
21655	SOKOL, NICHOLAS TRUSTEE	09		2023	010002976	\$ 179.81	\$ 5.03			\$ 184.84	PROPERTY IS VACANT	
21656	TAYLOR, BEVERLY	07	F-16	2023	10005333	\$ 14.30	\$ 0.40	\$ 1.40	\$ 110.00	\$ 126.10	SWMH DOUBLE LISTED	
21657	THE SHOLAR COMPANY, INC	11		2023	8566644	\$ 53.57	\$ 1.50		\$ 5.51	\$ 60.58	VEHICLE LISTED IN ERROR	
21658	THE SHOLAR COMPANY, INC	11		2022	8566644	\$ 53.57	\$ 1.50		\$ 5.51	\$ 60.58	VEHICLE LISTED IN ERROR	
21659	USHER, CHARLIE JUSTON JR	04	F-02	2023	010004318	\$ 4.47	\$ 0.13	\$ 0.41	\$ 0.50	\$ 5.51	DOES NOT OWN MYT TRAILER	
21660	VELASQUEZ, MARIA D. ANGOLES	10	F-18	2023	8958320			\$ 5.39		\$ 5.39	PROPERTY IS IN TOWN	
21661	VELASQUEZ, MARIA D. ANGOLES	10	F-18	2022	8958320			\$ 5.39		\$ 5.39	PROPERTY IS IN TOWN	
21662	VELASQUEZ, MARIA D. ANGOLES	10	F-18	2021	8958320			\$ 5.39		\$ 5.39	PROPERTY IS IN TOWN	
21663	VELASQUEZ, MARIA D. ANGOLES	10	F-18	2020	8958320			\$ 5.39		\$ 5.39	PROPERTY IS IN TOWN	
21664	WHITE, JONATHAN ALLEN & WF AMANDA	02		2023	9401270	\$ 205.51	\$ 5.75		\$ 21.13	\$ 232.39	SOLD BOAT IN 2022	
21665	WILLIAMS, GRACE MARIE	08		2023	9567614				\$ 110.00	\$ 110.00	SWMH UNLIVABLE	
21666	ZELLO, NATHANIEL ALLAN	07	F-05	2023	10003838	\$ 96.11	\$ 2.69	\$ 6.72	\$ 10.55	\$ 116.07	BOAT LISTED IN LOUISIANA IN 2021	
21667	ZELLO, NATHANIEL ALLAN	07	F-05	2022	10003838	\$ 98.86	\$ 2.77	\$ 6.91	\$ 10.85	\$ 119.39	BOAT LISTED IN LOUISIANA IN 2021	
21668	ZUNIGA, ANA ELIZABETH	10	F-18	2023	9903927			\$ 5.39		\$ 5.39	PROPERTY IS IN TOWN	
21669	ZUNIGA, ANA ELIZABETH	10	F-18	2022	9903927			\$ 5.39		\$ 5.39	PROPERTY IS IN TOWN	
21670	ZUNIGA, ANA ELIZABETH	10	F-18	2021	9903927			\$ 5.39		\$ 5.39	PROPERTY IS IN TOWN	
21671	ZUNIGA, ANA ELIZABETH	10	F-18	2020	9903927			\$ 5.39		\$ 5.39	PROPERTY IS IN TOWN	
GRAND TOTAL						\$ 10,403.62	\$ 287.17	\$ 762.94	\$ -	\$ 189.24	\$ 2,708.95	\$ 14,351.92
SUBMITTED BY:  FINAL APPROVAL BY: _____ DATE APPROVED: _____												

21592 THIS TICKET NUMBER IS VOIDED-IT WAS DUPLICATED IN ERROR



## County Commissioners Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

Name / Department: Christopher Hatcher / Planning	Meeting Date: February 5, 2024
Subject: Request approval to hold a public hearing on March 4, 2024	
Summary, explanation and background: This public hearing request is to present, receive comments and vote to adopt the new Unified Development Ordinance (UDO). This UDO complies all of the planning department regulations into one document and brings the county into compliance with NCGS 160D.	
Requested Action: County Commissioners to approve the request to hold a public hearing.	
Budget impact for this fiscal year: (Funds available, allocation needed, etc.) No impact	
Budget impact for subsequent years: (Funds available, allocation needed, etc.) No impact	
Time needed to explain to Commissioners: N/A	
Attachments: N/A.	
Instructions for what to do with attachments once approved: N/A	

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



## County Commissioners Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

<b>Representative Name and Department:</b> Melissa Kennedy/911 Addressing	<b>Meeting Date:</b> 02/05/2024
<b>Subject:</b> Request Public Hearing in accordance of Duplin County 911 Addressing road naming Ordinance	
<b>Summary, explanation and background:</b> Request a public hearing for Jimmy Gurganus to name a lane off of Lura Ln (S NC 41 Hwy) Wallace in Island Creek Township	
<b>Requested Action:</b> To approve public hearing for March 4, 2024	
Budget impact for this fiscal year:	
Budget impact for subsequent years:	
<b>Time needed to explain to Commissioners:</b> 2 minutes	
Attachments:	



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



**ROAD NAME PETITION for UNNAMED ROAD**

1. APPLICANT INFORMATION:

Name:

Jimmy Garganus

Address:

194 Lura Lane

City/State/Zip:

Wallace NC 28466

Telephone: Work:

910-271-5388

Home:

—

2. MAIL DETERMINATION TO (If different than applicant information):

Name:

Address:

City/State/Zip:

3. ROAD LOCATION: Township Island Creek Range —

DESCRIPTION:

off of Lura Lane (S NC 41)

4. PARCEL TAX-ID:

09-4302- - -

5. PROPOSED ROAD NAME:

David Norris Lane

BACKUP NAME 1:

David Hardee Norris Lane

BACKUP NAME 2:

Hushpuppy

(NAME SHOULD BE LESS THAN 13 LETTERS)

6. SIGNATURES OF PROPERTY OWNERS WHO ADJOIN OR ACCESS THIS ROAD AS LISTED BY DUPLIN  
PARCEL NUMBER:

PARCEL OWNER NAME PRINT AND SIGNATURE

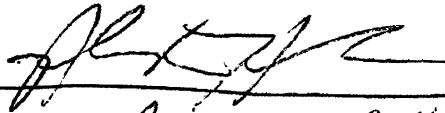
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**Fire Department Approval:**

Signature: \_\_\_\_\_



Print or type name: \_\_\_\_\_

Andrew R. Hancock

Department Name: \_\_\_\_\_

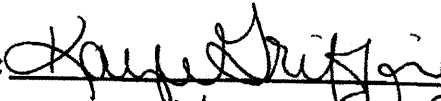
NORTH EAST VFD

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

1-15-23

**USPS Approval:**

Signature: \_\_\_\_\_



Print or type name: \_\_\_\_\_

Kaye Griffin

Department Name: \_\_\_\_\_

US Postal Service - Wallace

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

1/16/24





**Instructions for what to do with attachments once approved:**

**Note:** Please have all signatures on any contracts, agreements, etc. prior to board meeting and give all copies to Trisha-Ann Hoskins by the agenda deadline. Remember, one original will be retained for the minutes.



## County Commissioners Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

<b>Representative Name and Department:</b> Melissa Kennedy/911 Addressing	<b>Meeting Date:</b> 02/05/2024
<b>Subject:</b> Request Public Hearing in accordance of Duplin County 911 Addressing road naming Ordinance	
<b>Summary, explanation and background:</b> Request a public hearing for Richard Padrick to name a lane at 732 N NC 111 Hwy Beulaville. Smith Township	
<b>Requested Action:</b> To approve public hearing for March 4,2024	
Budget impact for this fiscal year:	
Budget impact for subsequent years:	
<b>Time needed to explain to Commissioners:</b> 2 minutes	
Attachments:	



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



**ROAD NAME PETITION for UNNAMED ROAD**

1. **APPLICANT INFORMATION:**

Name: RICHARD A. PADRICK, PRES.

Address: Walnut Hills of NC, Inc.  
290 Arthur Sloan Rd.  
Chinquapin, NC 28521

City/State/Zip: \_\_\_\_\_

Telephone: Work: 910-389-7728 Home: 910-298-4317

2. **MAIL DETERMINATION TO (If different than applicant information):**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

3. **ROAD LOCATION:** Township Smith Range \_\_\_\_\_

DESCRIPTION: @ 732 N NC 111 Hwy Beulaville

4. **PARCEL TAX-ID:** 06-1191

5. **PROPOSED ROAD NAME:** NORTH GUM LN.

BACKUP NAME 1: SWEET BAY LN.

BACKUP NAME 2: PEACHIE LN.

(NAME SHOULD BE LESS THAN 13 LETTERS)

6. **SIGNATURES OF PROPERTY OWNERS WHO ADJOIN OR ACCESS THIS ROAD AS LISTED BY DUPLIN**  
**PACEL NUMBER: PARCEL OWNER NAME PRINT AND SIGNATURE**

06-1192

WALNUT HILLS OF NC, INC.  
Richard A. Padrick, Pres.



**Fire Department Approval:**

Signature: \_\_\_\_\_

*Shane Roger Rhodes*

Print or type name: \_\_\_\_\_

Shane Roger Rhodes Asst

Department Name: \_\_\_\_\_

Beulaville Fire Dept

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

1-10-24

Original Form to be filled out by  
the Fire Department  
and returned to the USPS

**USPS Approval:**

Signature: \_\_\_\_\_

*Ian Odom*

Print or type name: \_\_\_\_\_

Ian Odom

Department Name: \_\_\_\_\_

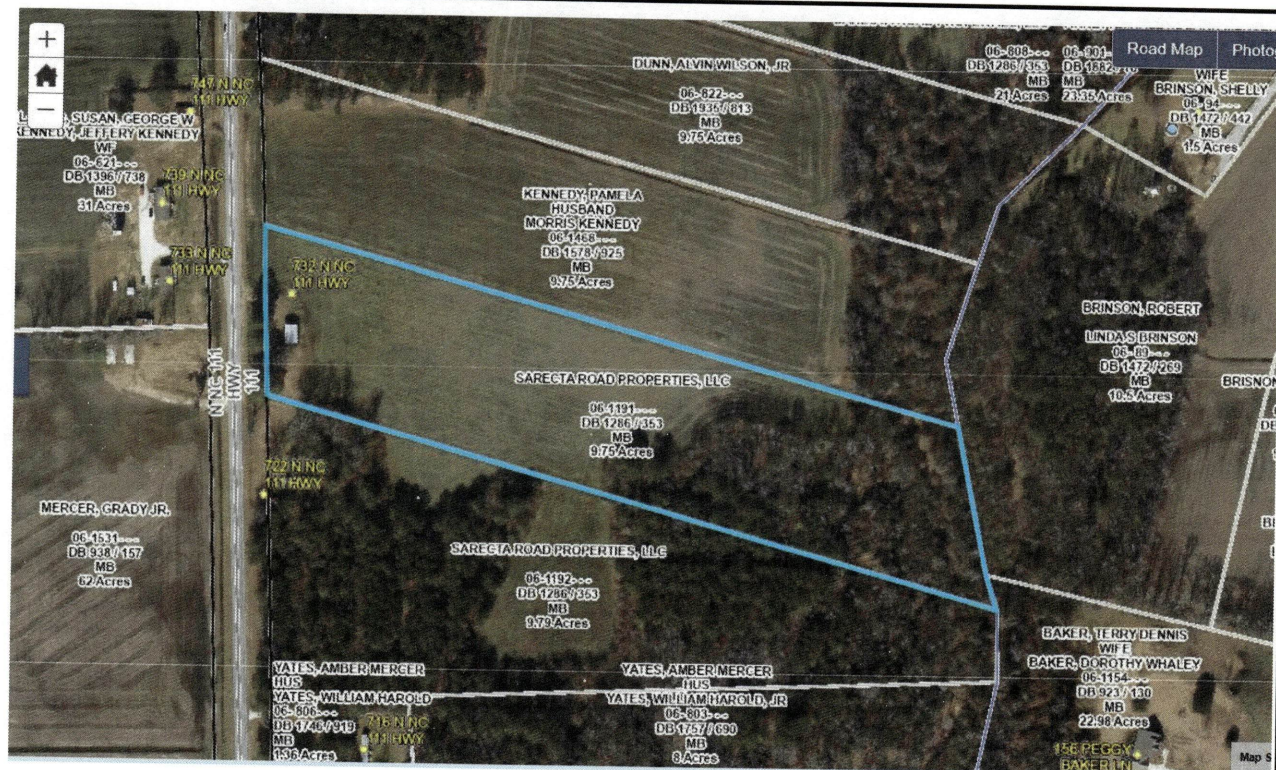
US Postal Service

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

1-10-24







**Instructions for what to do with attachments once approved:**

**Note:** Please have all signatures on any contracts, agreements, etc. prior to board meeting and give all copies to Trisha-Ann Hoskins by the agenda deadline. Remember, one original will be retained for the minutes.



## County Commissioners Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

<b>Representative Name and Department:</b> Melissa Kennedy/911 Addressing	<b>Meeting Date:</b> 02/05/2024
<b>Subject:</b> Tabled naming of lane	
<b>Summary, explanation and background:</b> naming a lane for Richard Miller that was tabled.	
<b>Requested Action:</b> To approve lane name for Richard Miller.	
Budget impact for this fiscal year:	
Budget impact for subsequent years:	
<b>Time needed to explain to Commissioners:</b> 2 minutes	
Attachments:	
<b>Instructions for what to do with attachments once approved:</b>	



**Note:** Please have all signatures on any contracts, agreements, etc. prior to board meeting and give all copies to Trisha-Ann Hoskins by the agenda deadline. Remember, one original will be retained for the minutes.




# County Commissioners

## Agenda Request Form

Agenda

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

Name / Department: Tracey Simmons-Kornegay/Health Department	Meeting Date: February 5, 2024
Subject: NEHA-FDA Retail Flexible Funding Model Grant Program	
Summary, explanation, and background: As part of the continuation quality improvement of the FDA Retail Program Standards, the Duplin County Environmental Health Department's 2023 National Environmental Health Association (NEHA)-Food and Drug Administration (FDA) Retail Flexible Funding Model (RFFM) grant application was approved for CY 2023 Track 1 Development Base. The FDA Retail Program Standards serve as a guide to program managers in the design and management of regulatory retail food programs, provide a means of recognition for programs that meet the standards, and are designed to help programs enhance the services they provide to the public. For the completion of their Comprehensive Strategic Improvement Plan (CSIP), the department will receive \$3,375.86 for Year 1.	
Requested Action: 1) Acceptance of the NEHA-FDA 2023 Grant Award for \$3,375.86 2) Approval of the budget amendment for 2023-2024	
Budget impact for this fiscal year: (Funds available, allocation needed, etc.) None	
Budget impact for subsequent years: (Funds available, allocation needed, etc.) None	
Time needed to explain to Commissioners: 5 minutes	
Attachments:  NEHA-FDA 2023 Grant Payment_0001	
Instructions for what to do with attachments once approved:	

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



## PAYMENTS - Ready for Payment

**Duplin County Environmental Health**

Duplin County CSIP

Grant Type: 2023 Track 1 Development Base

Grant ID: G-BDEV1-202210-02780

Grants Manager:

**Organization IDs****FDA UID:** 1148**Fluxx Org ID:** 10420185**Org ID:** 468**Payment Information**

Payment ID: 679

Scheduled Amount: \$3,375.86

Scheduled Date: February 4, 2024



RESOLUTION 2024-7

*County of Duplin*  
*Office of the County Commissioners*



COPY

**RESOLUTION TO SUPPORT THE MYFUTURENC ATTAINMENT GOAL**

- WHEREAS,** myFutureNC is a statewide non-profit organization focused on educational attainment and is the result of cross-sector collaboration between North Carolina leaders in education, business and government; and
- WHEREAS,** North Carolina has the goal that that 2 million North Carolinians will have a high-quality credential or postsecondary degree by 2030; and
- WHEREAS,** Duplin County, along with other key partners, will help advance the educational attainment of students in Duplin County; and
- WHEREAS,** Duplin County agrees that North Carolina faces a gap between the projected needs for citizens with high-quality credentials or postsecondary degrees and the attainment of those high-quality credentials or postsecondary degrees.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

Duplin County supports the attainment goal of myFutureNC that 2 million North Carolinians should have a high-quality credential or postsecondary degree by 2030; and

Duplin County supports local educational attainment of individuals with a high-quality credential or postsecondary degree by 2030 in Duplin County; and

Duplin County along with leaders in business, education, state and local government, and community organizations will continue to foster collaboration to achieve the goal by developing an action plan, defining success with measurable outcomes, executing on the action plan, and sharing successful practices with MyFutureNC and peer communities.

Adopted this the 5<sup>th</sup> day of February, 2024.



Dexter B. Edwards, Chairman  
Duplin County Board of Commissioners

ATTEST:

Jaime W. Carr  
Clerk to the Board



# Duplin County

2030 NC Degree Attainment Goal: 2 million (67%)

2030 Proposed Duplin County Attainment Goal: 6,107 (40%)



Goldsboro-Kinston  
Prosperity Zone Sub-Region  
Peer County Type: Rural Non-Metro  
Local Education Agencies: 1  
Charter Schools: 0

## Population Spotlight

2010 Census: 58,505

2020 Census: 48,715

Change: -9,790

## Growth Rate

**-16.7%** vs. **9.5%**  
County State

**\$49,755**  
Median  
Household  
Income (2020)

**30.9%**  
Child Poverty  
Rate (2020)

**80%**  
Households  
with  
Broadband  
(2020)

**69%**  
Home Owners  
(2020)

**66%**  
Voter  
Registration  
Rate (2021)

**4.4%**  
Unemployment  
Rate (2021)

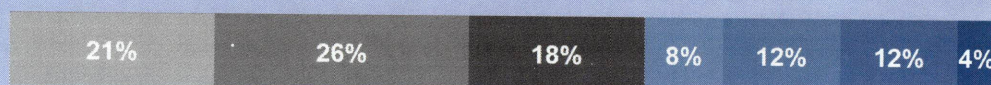
## Educational Attainment

Duplin County residents ages 25-44, 2021

Less than high school High school graduate (including GED) Some college, no credential Short-term credential Associate degree Bachelor's degree Graduate or professional degree

**No Degree**  
**65.1%**  
7,300

**Have Degree or Credential**  
**34.9%**  
3,917



Note: Numbers may add to more than 100% due to rounding

## Top Opportunities for Growth

These three areas represent the biggest opportunities for Duplin County to improve future attainment outcomes.



### Math Performance

17% of Duplin County 3-8 graders earn college-and-career-ready scores in Math, below the rural non-metro county average of 26%.



### Reading Performance

16% of Duplin County 3-8 graders earn college-and-career-ready scores in Reading, below the rural non-metro county average of 24%.



### School Counselors

Duplin County has a student-to-school counselor ratio of 405:1, above the rural non-metro county average of 318:1.

## Impact of Covid-19 on Education Pipeline

Covid-19 has affected critical transition points along the education continuum.

↘ K-12 Enrollment (district schools)  
**-2.4%** 2021-22 vs. 2019-20

↘ Postsecondary Enrollment  
**-5.5%** 2021 vs. 2020

↘ FAFSA Completion  
**-23.8%** 2021-22 vs. 2018-19

↘ Postsecondary Intentions  
**-13.9%** 2020-21 vs. 2018-19

## Data Disruptions

- College-and-Career-Ready in Reading
- College-and-Career-Ready in Math
- Chronic Absenteeism



[ncdemography.org](https://ncdemography.org)

## How students in Duplin County traditional schools are currently doing:

To meet state goals, each year Duplin County needs:

- **64%** of eligible 4-year-olds **enrolled in NC Pre-K program**; 55 more needed to meet state goal of **75%**. 2022
- **16%** of 3-8 graders are earning college-and-career-ready scores (level 4 or 5) in **reading**; 2,504 more needed to meet state goal of **73%**. 2022
- **17%** of 3-8 graders are earning college-and-career-ready scores (level 4 or 5) in **math**; 3,035 more needed to meet state goal of **86%**. 2022
- **86%** of 9th graders **graduate within four years**; 64 more needed to meet state goal of **95%**. 2021
- **14%** of students are **chronically absent from school**; 319 less needed to meet state goal of **11%**. 2021

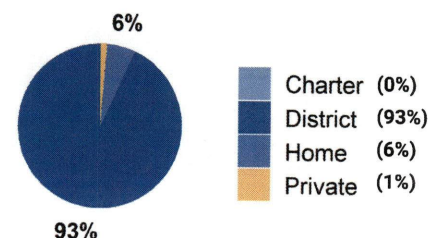


Duplin County has a **student-to-school counselor ratio** of 405:1 versus 318:1 in peer counties. 2021

## School Choice

10,126 total students were enrolled in K-12 in Duplin County in the 2021-22 school year.

Note: This profile focuses on outcomes of students enrolled in district schools.



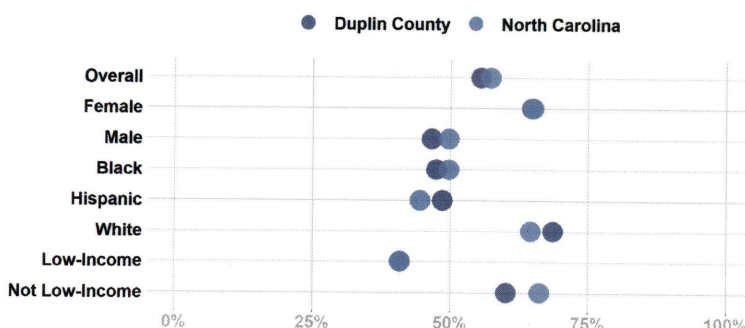
## Career and College Preparation

**95 high school students** took at least one **AP course** (<5%) versus 7% in peer counties (2021).

**256 graduates** participated in **Career & College Promise programs** (45%) versus 49% in peer counties (2021).

Students in Duplin County completed **465 Career & Technical Education concentrations** in 2021. The top three CTE concentrations completed include Health Science; Agricultural, Food, & Natural Resources; and Human Services.

## Postsecondary Enrollment Rates for Select Groups in Duplin County, 2021





## Success of Duplin County High School Graduates

### Top destinations of graduates, 2016-2020

- 28% of college-goers attended a **public 4-year college**
  - 13% of college-goers attended a **private 4-year college**
  - 58% of college-goers attended a **public 2-year college**
  - <5% of college-goers attended a **private 2-year college**
  - 95% of college-goers attended an **in-state college**
- 70% of students who enroll **persist to their second year** versus 73% in peer counties, 2021
  - 61% of students who enroll **earn a degree or credential** within 6 years versus 55% in peer counties, 2021

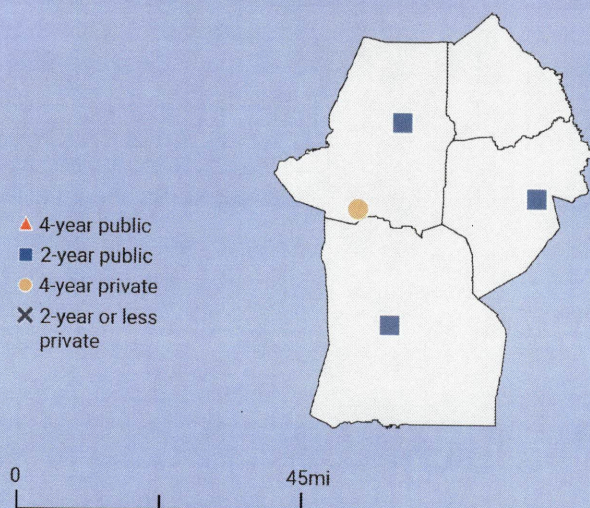
## Adult Learners

### Duplin County resident enrollments in NC Community Colleges, 2021

**173** Basic Skills  
**967** Continuing Education  
**1,575** Curriculum

- 13% of Duplin County residents have **student loan debt**; 12% of debt holders had **student loans in default**, 2020

## Postsecondary assets in Goldsboro-Kinston Prosperity Zone sub-region



### Degree Credentials Awarded, 2021

**1,817** certificate | **1,321** associate | **552** bachelor's

## In your Prosperity Zone Sub-Region:

**70.5%**

of postsecondary degrees and credentials conferred by regional institutions are **aligned with labor market needs**.

### Top areas of misalignment:

**Health Science** (all levels)  
**Transportation, Distribution & Logistics** (below bachelor's)  
**Business Management & Administration** (bachelor's)

**117** Individuals served in an ApprenticeshipNC program in 2020

### UNC and NC Community College Outcomes:

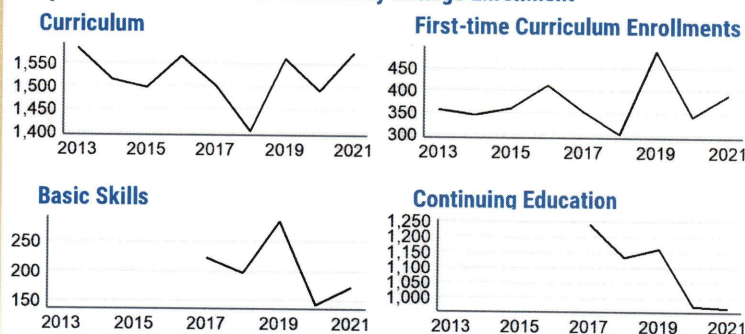
**1,646** graduates in 2020  
**75%** of 2016 graduates were employed in NC in 2021  
**\$38,627** annual average earnings of graduates employed in NC (includes both part-time and full-time jobs)

### In 2021 your Workforce Development Board served:

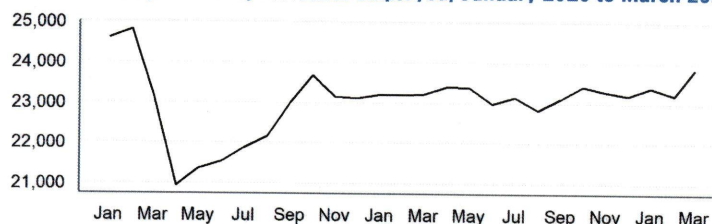
**11,622** in Basic Services  
**5,489** in Career Services  
**674** in Education Services

- 13.2% of young adults ages 16-24 in Duplin County were **not working and not in school** versus 15.2% in peer counties, 2019

## Impact of Covid-19 on NC Community College Enrollment



## Number of Duplin County residents employed, January 2020 to March 2022



## Promising Attainment Practices

The new **Promising Attainment Practices Database** is a curated, searchable, and filterable collection of about 250 county, region, and state-level initiatives and programs that directly address various components of the state's attainment challenge. The Database allows local and regional initiative leaders and other stakeholders to identify groups across the state who are developing or operating initiatives designed to boost attainment.

Follow link to discover how Duplin County has been meeting local needs:

[https://dashboard.myfuturenc.org/promising-attainment-practices/?wdt\\_search=Duplin](https://dashboard.myfuturenc.org/promising-attainment-practices/?wdt_search=Duplin)

For more information about each indicator, including data sources and methodology, visit:

[dashboard.myfuturenc.org/county-data-and-resources/](https://dashboard.myfuturenc.org/county-data-and-resources/)



## County Commissioners Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

Name / Department: <b>Animal Services</b>	Meeting Date: <b>February 5, 2024</b>
Subject: <b>Animal Advisory Board</b>	
Summary, explanation and background: <b>Appoint Assistant District Attorney Katie Nunalee to the Duplin County Animal Advisory Board.</b>	
Requested Action: <b>Approval</b>	
Budget impact for this fiscal year: (Funds available, allocation needed, etc.) <b>N/A</b>	
Budget impact for subsequent years: (Funds available, allocation needed, etc.) <b>N/A</b>	
Time needed to explain to Commissioners: <b>5 minutes</b>	
Attachments:	
Instructions for what to do with attachments once approved:	

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





## DUPLIN COUNTY ANIMAL ADVISORY BOARD

Meeting Time:  
Meeting Location:

<b>Member</b>	<b>Representing</b>	<b>Term Expires</b>
Chris Alphin	Hunters	2025
Katie Nunalee	Assistant District Attorney	2026
Kebby Schweinsberg	Pet Friends of Duplin County	2025
Dr. Margie Hunter	County Veterinarian	2025
Michelle Blanchard	Public at Large	2025
Chris Jarman – Chairman	Hunters	2025
David J. Phillips	Public at Large	2026
Bobbie A. Kennedy	Public at Large	2026
Cathi Hale	Public at Large	2025
Vacant	Animal Agriculture	
Vacant	Health Department	
Vacant	Law Enforcement	
Vacant	Municipalities	

<b>Ex-Officio Member</b>	<b>Representing</b>	<b>Term Expires</b>
Joe Newburn	Duplin County Animal Services	Ex-Officio



RESOLUTION 2024-8

*County of Duplin*  
*Office of the County Commissioners*



COPY

**RESOLUTION PROCLAIMING FEBRUARY 2024  
BLACK HISTORY MONTH**

**WHEREAS**, much of Duplin County's honor, strength, and stature can be attributed to the diversity of cultures and traditions that are celebrated by the residents of this great county; and

**WHEREAS**, African Americans have played significant roles in the history of North Carolina's economic, cultural, spiritual, and political development while working tirelessly to maintain and promote their culture and history; and

**WHEREAS**, as a result of their determination, hard work, intelligence, and perseverance, African Americans have made valuable and lasting contributions to Duplin County and our state, achieving exceptional success in all aspects of society including business, education, politics, science, and the arts; and

**WHEREAS**, in 1976 Black History Month was formally adopted to honor and affirm the importance of Black History throughout our American experience, which goes back hundreds of years and includes some of the greatest, most advanced, and innovative societies in our history from which we can all draw inspiration; and

**WHEREAS**, Black History Month is a time for all Americans to remember the stories and teachings of those who helped build our nation, took a stance against prejudice to build lives of dignity and opportunity, advanced the cause of civil rights, and strengthened families and communities; and

**WHEREAS**, during Black History Month all Americans are encouraged to reflect on past successes and challenges of African Americans and look to the future to continue to improve society so we live up to the ideals of freedom, equality, and justice.

**NOW, THEREFORE, BE IT RESOLVED** that the Duplin County Board of Commissioners does hereby proclaim February 2024 to be

**BLACK HISTORY MONTH IN DUPLIN COUNTY**

and encourages all citizens to join in honoring the many contributions made by African Americans throughout the area and to participate in the many educational events honoring the contributions of Black Americans.

This the 5<sup>th</sup>, day of February, 2024.



Dexter B. Edwards, Chairman  
Duplin County Board of Commissioners

ATTEST:

Jaime W. Carr  
Clerk to the Board



JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	07	257	BUA	01/23/2024	01/23/2024	020524	blanca.pineda	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION				DEBIT	CREDIT OB
ACCOUNT DESCRIPTION												
1	5133	42980					T					200.00
								PROGRAM SUPPLIES				
2	5133	43250					T				200.00	
								POSTAGE				

\*\* JOURNAL TOTAL 0.00 0.00

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	07	258	BUA	01/23/2024	01/23/2024	020524	blanca.pineda	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	4957	40121					T					5,800.00
2	4957	40183					T					1,800.00
3	4957	42600					T					1,400.00
4	4957	43110					T					205.00
5	4957	40181					T			600.00		
6	4957	40182					T			300.00		
7	4957	40184					T			8.00		
8	4957	42381					T			8,297.00		
EDUCATIONAL SUPPLIES												

\*\* JOURNAL TOTAL 0.00 0.00

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE	
2024	07	259	BUA	01/23/2024	01/23/2024	020524	blanca.pineda	1	N	Hist	2024		
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION				DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION													
1	5154	40121					T					411.84	
							SALARIES						



## JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	07	259	BUA	01/23/2024	01/23/2024	020524	blanca.pineda	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
2	5154	42600					T					282.01
3	5154	43110					T	OFFICE SUPPLIES				440.00
4	5154	43540					T	TRAVEL				380.01
5	5154	43911					T	SOFTWARE MAINTENANCE				
								ADVERTISING		1,513.86		
** JOURNAL TOTAL										0.00		0.00

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	07	260	BUA	01/23/2024	01/23/2024	020524	blanca.pineda	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	5111	43210					T					1,000.00
2	5188	41990					T	TELEPHONE				3,000.00
3	5167	42600					T	PROFESSIONAL SERVICES				50.00
4	5111	42600					T	OFFICE SUPPLIES		200.00		
5	5111	42980					T	OFFICE SUPPLIES		800.00		
6	5188	43110					T	PROGRAM SUPPLIES		3,000.00		
7	5167	42420					T	TRAVEL		50.00		
								IN HOUSE LAB				
** JOURNAL TOTAL										0.00		0.00

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	07	261	BUA	01/23/2024	01/23/2024	020524	blanca.pineda	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION				DEBIT	CREDIT OB
ACCOUNT DESCRIPTION												



## JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	07	261	BUA	01/23/2024	01/23/2024	020524	blanca.pineda	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	5300	43510					T					5,000.00
2	5300	43111					T	REPAIRS	BUILDING AND GROUNDS	5,000.00		
								TRAINING				
** JOURNAL TOTAL										0.00	0.00	
YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	07	262	BUA	01/23/2024	01/23/2024	020524	blanca.pineda	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	5151	42013					T					1,000.00
2	5113	42013					T	LAB PROCESSING		1,000.00		
								LAB PROCESSING				
** JOURNAL TOTAL										0.00	0.00	
YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	07	263	BUA	01/23/2024	01/23/2024	020524	blanca.pineda	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	5300	43510					T					400.00
2	5460	46402					T	REPAIRS	BUILDING AND GROUNDS	400.00		
								BLIND ASST PMT TO STATE				
** JOURNAL TOTAL										0.00	0.00	
YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	07	264	BUA	01/23/2024	01/23/2024	020524	blanca.pineda	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												



JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE	
2024	07	264	BUA	01/23/2024	01/23/2024	020524	blanca.pineda	1	N	Hist	2024		
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT			CREDIT OB
ACCOUNT DESCRIPTION													
1	5300	43510					T					9,000.00	
2	5300	43110					T	REPAIRS	BUILDING AND GROUNDS		9,000.00		
								TRAVEL					
** JOURNAL TOTAL										0.00		0.00	
YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE	
2024	07	265	BUA	01/23/2024	01/23/2024	020524	blanca.pineda	1	N	Hist	2024		
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT			CREDIT OB
ACCOUNT DESCRIPTION													
1	5186	41990					T					3,000.00	
2	5186	43110					T	PROFESSIONAL SERVICES		3,000.00			
								TRAVEL					
** JOURNAL TOTAL										0.00		0.00	
YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE	
2024	07	266	BUA	01/23/2024	01/23/2024	020524	blanca.pineda	1	N	Hist	2024		
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT			CREDIT OB
ACCOUNT DESCRIPTION													
1	4530	42723					T					8,000.00	
2	4530	42980					T	PURCHASES	FUEL & OIL		8,000.00		
								PROGRAM SUPPLIES					
** JOURNAL TOTAL										0.00		0.00	
YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE	
2024	07	268	BUA	01/23/2024	01/23/2024	020524	blanca.pineda	1	N	Hist	2024		
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT			CREDIT OB
ACCOUNT DESCRIPTION													



JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	07	268	BUA	01/23/2024	01/23/2024	020524	blanca.pineda	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT		CREDIT OB
ACCOUNT DESCRIPTION												
1	5188	42600					T					2,000.00
								OFFICE SUPPLIES				
2	5188	43110					T			2,000.00		
								TRAVEL				
** JOURNAL TOTAL										0.00		0.00

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE	
2024	07	273	BUA	01/23/2024	01/23/2024	020524	blanca.pineda	1	N	Hist	2024		
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT		CREDIT	OB
ACCOUNT DESCRIPTION													
1	4910	40181					T						830.00
2	4910	40182					T						1,200.00
3	4910	40183					T						2,200.00
4	4910	41860					T						800.00
5	4910	43250					T						250.00
6	4910	43110					T						500.00
7	4910	41990					T						
											5,780.00		
								</					

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	07	337	BUA	01/26/2024	01/26/2024	020524	blanca.pineda	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT		CREDIT OB
ACCOUNT DESCRIPTION												
1	5133	42013					T					2,000.00
2	5133	41990					T				2,000.00	
PROFESSIONAL SERVICES												
** JOURNAL TOTAL										0.00		0.00



JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	07	393	BUA	01/31/2024	01/31/2024	020524	blanca.pineda	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	6110	41990					T					2,000.00
								PROFESSIONAL SERVICES				
2	6110	44300					T			2,000.00		
								RENT				
** JOURNAL TOTAL										0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	07	394	BUA	01/31/2024	01/31/2024	020524	blanca.pineda	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	4180	42600					T					500.00
								OFFICE SUPPLIES				
2	4180	43250					T			500.00		
								POSTAGE				
** JOURNAL TOTAL										0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	07	395	BUA	01/31/2024	01/31/2024	020524	blanca.pineda	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	4250	42100					T					300.00
								HOUSEKEEPING				
2	4250	42100					T					300.00
								HOUSEKEEPING				
3	4250	44300					T			300.00		
								RENT				
4	4250	43540					T			300.00		
								SOFTWARE MAINTENANCE				
** JOURNAL TOTAL										0.00	0.00	



JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	07	396	BUA	01/31/2024	01/31/2024	020524	blanca.pineda	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	4320	41990					T					6,000.00
								PROFESSIONAL SERVICES				
2	4310	41990					T			6,000.00		
								PROFESSIONAL SERVICES				
** JOURNAL TOTAL										0.00	0.00	
YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	07	397	BUA	01/31/2024	01/31/2024	020524	blanca.pineda	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	4960	43502					T					522.28
								WATERSHED MAINTENANCE				
2	9800	49940					T			522.28		
								TRANSFER TO CAPITAL PROJECTS				
** JOURNAL TOTAL										0.00	0.00	
YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	07	398	BUA	01/31/2024	01/31/2024	020524	blanca.pineda	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	6160	43031					T					500.00
								EVENT EXPENSES				
2	6160	42100					T			500.00		
								HOUSEKEEPING				
** JOURNAL TOTAL										0.00	0.00	
YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	07	399	BUA	01/31/2024	01/31/2024	020524	blanca.pineda	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												



JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	07	399	BUA	01/31/2024	01/31/2024	020524	blanca.pineda	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT		CREDIT OB
ACCOUNT DESCRIPTION												
1	4952	42600					T					218.68
2	4957	42600					T	OFFICE SUPPLIES		218.68		
								OFFICE SUPPLIES				
** JOURNAL TOTAL										0.00		0.00
YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	07	400	BUA	01/31/2024	01/31/2024	020524	blanca.pineda	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT		CREDIT OB
ACCOUNT DESCRIPTION												
1	4170	43991					T					2,000.00
2	4170	43991					T	OTHER ELECTIONS COST				1,200.00
3	4170	44300					T	OTHER ELECTIONS COST				
4	4170	44910					T	RENT		2,000.00		
								DUES AND SUBSCRIPTIONS		1,200.00		
** JOURNAL TOTAL										0.00		0.00
YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	07	401	BUA	01/31/2024	01/31/2024	020524	blanca.pineda	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT		CREDIT OB
ACCOUNT DESCRIPTION												
1	5129	42980					T					800.00
2	5129	41990					T	PROGRAM SUPPLIES		500.00		
3	5129	43210					T	PROFESSIONAL SERVICES		300.00		
								TELEPHONE				
** JOURNAL TOTAL										0.00		0.00



JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	07	402	BUA	01/31/2024	01/31/2024	020524	blanca.pineda	1	N	Hist	2024	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION										
1	5133	43510					T			5,000.00
2	5133	43110					T	REPAIRS BUILDING AND GROUNDS	5,000.00	
								TRAVEL		
** JOURNAL TOTAL								0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	07	403	BUA	01/31/2024	01/31/2024	020524	blanca.pineda	1	N	Hist	2024	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION										
1	5133	43510					T			8,000.00
2	5133	43510					T	REPAIRS BUILDING AND GROUNDS		1,000.00
3	5133	42980					T	REPAIRS BUILDING AND GROUNDS		
4	5133	43250					T	PROGRAM SUPPLIES	8,000.00	
								POSTAGE	1,000.00	
** JOURNAL TOTAL								0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	07	404	BUA	01/31/2024	01/31/2024	020524	blanca.pineda	1	N	Hist	2024	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION										
1	5151	43550					T			200.00
2	5151	42600					T	EMR EXPENSE & INCENTIVES	200.00	
								OFFICE SUPPLIES		
** JOURNAL TOTAL								0.00	0.00	



JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	07	406	BUA	01/31/2024	01/31/2024	020524	blanca.pineda	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	5163	42980					T					500.00
2	5164	43520					T					70.00
3	5163	41990					T			500.00		
4	5164	41990					T			70.00		
PROGRAM SUPPLIES												
REPAIRS & MAINTENANCE EQUIPME												
PROFESSIONAL SERVICES												
PROFESSIONAL SERVICES												
** JOURNAL TOTAL										0.00		0.00

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	07	430	BUA	01/31/2024	01/31/2024	020524	blanca.pineda	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	5123	43520					T					2,144.00
2	5123	42980					T			2,144.00		
REPAIRS & MAINTENANCE EQUIPME												
PROGRAM SUPPLIES												
** JOURNAL TOTAL										0.00		0.00
** GRAND TOTAL										0.00		0.00

27 Journals printed

\*\* END OF REPORT - Generated by Blanca Pineda \*\*



BA # \_\_\_\_\_

Duplin County  
Budget Amendment

Department Title

HEALTH

Department Head's Signature

TRACEY SIMMONS KORNEGAY

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

**Brief description of why this amendment is being requested:**

COVER OFFICE SUPPLY EXPENSE

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
5133-42980	PROGRAM SUPPLIES	200.00	5133-43250	POSTAGE	200.00
Total		200.00	Total		200.00

*Chelsy Rancier*

Finance Signature

Date Approved:

11/22/24

Manager Signature

Date Approved:

Commissioner Approval

Date Approved:



BA # \_\_\_\_\_

Duplin County  
Budget Amendment

Department Title

Cooperative Extension

Department Head's Signature

Amanda Hatcher

(form can be e-mailed to Finance from Dept. Head)

*Amanda Hatcher*

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

**Brief description of why this amendment is being requested:**

To align more with Year Ending Expenses

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
4957-40121	Salaries	5,800.00	4957-40181	Social Security	600.00
4957-40183	Health Insurance	1,800.00	4957-40182	Retirement	300.00
4957-42600	Office Supplies	1,400.00	4957-40184	Life Ins	8.00
4957-43110	Travel	205.00	4957-42381	Educational Supplies	8,297.00
Total		9,205.00	Total		9,205.00

*Chelsy Rainer*

Finance Signature

Date Approved:

*1/22/24*

Manager Signature

Date Approved:

Commissioner Approval

Date Approved:



BA # \_\_\_\_\_

Duplin County  
Budget Amendment

Department Title

HEALTH

Department Head's Signature

TRACEY SIMMONS-KORNEGAY

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

**Brief description of why this amendment is being requested:**

Transferring money to advertising to cover final Program expenses

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
5154-40121	Salary	411.84	5154-43911	Adverstising	1,513.86
5154-42600	Office Supplies	282.01			
5154-43110	Travel	440.00			
5154-43540	Software maintenance	380.01			
Total		1,513.86	Total		1,513.86

Finance Signature

Date Approved:

*Chelsy Ranier*  
Chelsy Ranier

1/22/24

Manager Signature

Date Approved:

Commisioner Approval

Date Approved:



**Re: Health Promotion Program - Transfer request**

Bryan Miller <bryan.miller@duplincountync.com>

Tue 1/9/2024 8:47 AM

To: Hanna Malice <hanna.malice@duplincountync.com>

Cc: Tracey Kornegay <TRACEY.S.KORNEGAY@duplincountync.com>; Chelsey Lanier <chelsey.lanier@duplincountync.com>

Approved!



**BRYAN MILLER  
COUNTY MANAGER**

Phone (910) 296-2100

Cellular (336) 514-3806

Mail PO Box 910 Kenansville, NC 28349

e-mail [bryan.miller@duplincountync.com](mailto:bryan.miller@duplincountync.com)

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**From:** Hanna Malice <hanna.malice@duplincountync.com>

**Sent:** Monday, December 18, 2023 4:44 PM

**To:** Bryan Miller <bryan.miller@duplincountync.com>

**Cc:** Tracey Kornegay <TRACEY.S.KORNEGAY@duplincountync.com>

**Subject:** Health Promotion Program - Transfer request

Mr. Miller,

On behalf of the Health Department, I would like to request permission to move money from our Health Promotion Program (5154). I would like to move money from the salaries line item to the advertising line item. Our goal is to use all of this state money by May before it dissolves. Due to a vacancy, we should not need the full amount that remains in salaries. We would like to request \$500.00 to be moved.

Please contact me with any questions you may have.

Thank you,  
Hanna



BA # \_\_\_\_\_

Duplin County  
Budget Amendment

Department Title

HEALTH

Department Head's Signature

TRACEY SIMMONS-KORNEGAY

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

**Brief description of why this amendment is being requested:**

Moving money in EV for supplies. Creating Travel line for Coalition. Moving money for lab supplies.

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
5111-43210	Telephone	1,000.00	5111-42600	Office Supplies	200.00
			5111-42980	Program Supplies	800.00
5188-41990	Professional Services	3,000.00	5188-43110	Travel	3,000.00
5167-42600	Office Supplies	50.00	5167-42420	In house lab	50.00
Total		4,050.00	Total		4,050.00

*Chelsey Ranier*

Finance Signature

Date Approved:

1/22/24

Manager Signature

Date Approved:

Commissioner Approval

Date Approved:



BA # \_\_\_\_\_

Duplin County  
Budget Amendment

Department Title

Social Services

Department Head's Signature

completed by Dana Bonneville

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

**Brief description of why this amendment is being requested:**

To correct overbudget and add for remainder of year. Error in keying original budget

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
5300-43510	Reparis Bldg & Grounds	5,000.00	5300-43111	Training	5,000.00
Total		5,000.00	Total		5,000.00

*Chelsey Ranier*

Finance Signature

Date Approved:

1/22/24

Manager Signature

Date Approved:

Commisioner Approval

Date Approved:



BA # \_\_\_\_\_

Duplin County  
Budget Amendment

Department Title

HEALTH

Department Head's Signature

TRACEY SIMMONS-KORNEGAY

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

**Brief description of why this amendment is being requested:**

Increasing CD for LabCorp Lab processing for remainder if the year.

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
5151-42013	Lab Processing	1,000.00	5113-42013	Lab Processing	1,000.00
Total		1,000.00	Total		1,000.00

*Chelsey Ranier*

Finance Signature

Date Approved:

1/22/24

Manager Signature

Date Approved:

Commisioner Approval

Date Approved:



BA # \_\_\_\_\_

Duplin County  
Budget Amendment

Department Title

Social Services

Department Head's Signature

completed by Dana Bonneville

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

**Brief description of why this amendment is being requested:**

To correct for overbudget account

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
5300-43510	Reparis Bldg & Grounds	400.00	5460-46402	Special Links	400.00
Total		400.00	Total		400.00

*Chelsy Ranier*

Finance Signature

Date Approved:

1/22/24

Manager Signature

Date Approved:

Commisioner Approval

Date Approved:



BA # \_\_\_\_\_

Duplin County  
Budget Amendment

Department Title

Social Services

Department Head's Signature

completed by Dana Bonneville

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

**Brief description of why this amendment is being requested:**

To correct overbudget and add for remainder of year. Error in keying original budget

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
5300-43510	Reparis Bldg & Grounds	9,000.00	5300-43110	Travel	9,000.00
Total		9,000.00	Total		9,000.00

*Chelsey Ranier*

Finance Signature

Date Approved:

1/22/24

Manager Signature

Date Approved:

Commisioner Approval

Date Approved:



BA # \_\_\_\_\_

Duplin County  
Budget Amendment

Department Title

Health Department

Department Head's Signature

Tracey Simmons-Kornegay

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

**Brief description of why this amendment is being requested:**

To Cover expenses in Travel

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
5186-41990	Professional Services	3,000.00	5186-43110	Travel	3,000.00
Total		3,000.00	Total		3,000.00

*Chelsy Ranier*

Finance Signature

Date Approved:

1/22/24

Manager Signature

Date Approved:

Commissioner Approval

Date Approved:



BA # \_\_\_\_\_

Duplin County  
Budget Amendment

Department Title

Airport

Department Head's Signature

*Josh Raynor*

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

**Brief description of why this amendment is being requested:**

Purchase two plaques for terminal building dedication

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
4530-42723	Purchase Fuel and Oil	8,000.00	4530-42980	Program Supplies	8,000.00
Total		8,000.00	Total		8,000.00

*Chelsey Ranier*

Finance Signature

Date Approved:

*1/22/24*

Manager Signature

Date Approved:

Commissioner Approval

Date Approved:



BA # \_\_\_\_\_

Duplin County  
Budget Amendment

Department Title

HEALTH

Department Head's Signature

TRACEY SIMMONS KORNEGAY

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

**Brief description of why this amendment is being requested:**

CREATE TRAVEL LINE ITEM - COVER TRAVEL EXPENSE

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
5188-42600	OFFICE SUPPLIES	2,000.00	5188-43110	TRAVEL	2,000.00
Total		2,000.00	Total		2,000.00

Finance Signature

Date Approved:

*Chelsy Ranier*

1/22/24

Manager Signature

Date Approved:

Commissioner Approval

Date Approved:



BA # \_\_\_\_\_

Duplin County  
Budget Amendment

Department Title

Planning

Department Head's Signature

Christopher Hatcher

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

**Brief description of why this amendment is being requested:**

The request is to move \$5,780.00 into the profesional services expense code to pay for planning services for the UDO update, to pay for BOA training and signes required for BOA meetings.

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
4910-40181	Social Security	830.00	4910-41990	Profesional Services	5,780.00
4910-40182	Retirement	1,200.00			
4910-40183	Hospital Insurance	2,200.00			
4910-41860	Workers Compensation	800.00			
4910-43250	Postage	250.00			
4910-43110	Travel	500.00			
Total		5,780.00	Total		5,780.00

*Chelsy Ranier*

Finance Signature

Date Approved:

11/22/24

Manager Signature

Date Approved:

Commisioner Approval

Date Approved:



BA # \_\_\_\_\_

Duplin County  
Budget Amendment

Department Title

HEALTH

Department Head's Signature

TRACEY SIMMONS - KORENGQAY

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

**Brief description of why this amendment is being requested:**

COVER PROFESSIONAL SERVICES EXPENSE

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
5133-42013	LAB PROCESSING	2,000.00	5133-41990	PROFESSIONAL SERVICES	2,000.00
Total		2,000.00	Total		2,000.00

*Chelsey Ranier*

Finance Signature

Date Approved:

1/25/24

Manager Signature

Date Approved:

Commisioner Approval

Date Approved:



BA # \_\_\_\_\_

Duplin County  
Budget Amendment

Department Title

Library

Department Head's Signature

Laura Jones

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

**Brief description of why this amendment is being requested:**

Moving money to cover overspent account

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
6110-41990	Professional Services	2,000.00	6110-44300	Rent	2,000.00
Total		2,000.00	Total		2,000.00

*Chelsy Ranier*

Finance Signature

Date Approved:

1/25/24

Manager Signature

Date Approved:

Commissioner Approval

Date Approved:



BA # \_\_\_\_\_

Duplin County  
Budget Amendment

Department Title \_\_\_\_\_

Department Head's Signature \_\_\_\_\_

(form can be e-mailed to Finance from Dept. Head)

Register of Deeds

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

**Brief description of why this amendment is being requested:**

Requesting a total of \$500.00 be transferred from Office Supplies (4180-42600) to Postage (4180- 43250) due to shortage.

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
4180-42600	Office Supplies	500.00	4180-43250	Postage	500.00
Total		500.00	Total		500.00

*Chelsey Ranier*

Finance Signature \_\_\_\_\_

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

1/25/24

Manager Signature \_\_\_\_\_

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

Commissioner Approval \_\_\_\_\_

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



BA # \_\_\_\_\_

Duplin County  
Budget Amendment

Department Title

Department Head's Signature

(form can be e-mailed to Finance from Dept. Head)

Garage  
[Signature]

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

**Brief description of why this amendment is being requested:**

Money Needed to get Rent out of the - Balance & increase software maintenance fund.

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
4250-42100	House Keeping	300 <sup>00</sup>	4250-42300	Rent	300 <sup>00</sup>
4250-42100	House Keeping	300 <sup>00</sup>	4250-43510	Software Maintenance	300 <sup>00</sup>
Total		600 <sup>00</sup>	Total		600 <sup>00</sup>

Chelsey Ranier

Finance Signature

Date Approved:

1/25/24

Manager Signature

Date Approved:

\_\_\_\_\_

Commissioner Approval

Date Approved:

\_\_\_\_\_



BA # \_\_\_\_\_

Duplin County  
Budget Amendment

Department Title \_\_\_\_\_

Department Head's Signature \_\_\_\_\_

(form can be e-mailed to Finance from Dept. Head)

*Sheryl Strawn*

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 or any changes to revenue must be approved by Board of Commissioners

**Brief description of why this amendment is being requested:**

Cover Shortage in line

Line Item to DECREASE	Line Item Description	Credit Amount	Line Item to INCREASE	Line Item Description	Debit Amount
4320-41990	Professional Services	6,000.00	4310-41990	Professional Services	6,000.00
Total		6,000.00	Total		6,000.00

Finance Signature \_\_\_\_\_

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

*Chelsey Rainer*

*1/25/24*

Manager Signature \_\_\_\_\_

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

Commissioner Approval \_\_\_\_\_

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



BA # \_\_\_\_\_

Duplin County  
Budget Amendment

Department Title \_\_\_\_\_ Finance

Department Head's Signature \_\_\_\_\_  
(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

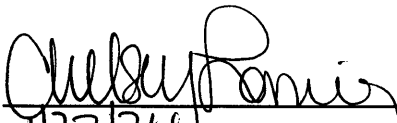
**Brief description of why this amendment is being requested:**

Extra funds to cover Soil & Water storage building expense

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
4960-43502	Watershed Maintenance	522.28	9800-49940	Transfer to Capital Projects	522.28
Total		522.28	Total		522.28

Finance Signature

Date Approved:

  
11/22/24

Manager Signature

Date Approved:

Commissioner Approval

Date Approved:



BA # \_\_\_\_\_

Duplin County  
Budget Amendment

Department Title

Events Center

Department Head's Signature

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

**Brief description of why this amendment is being requested:**

Increase money from

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
6160-43031	Event Expeness	500.00	6160-42100	Housekeeping	500.00
Total		500.00	Total		500.00

*Chelsey Ranier*

Finance Signature

Date Approved:

1/25/24

Manager Signature

Date Approved:

Commisioner Approval

Date Approved:



BA # \_\_\_\_\_

Duplin County  
Budget Amendment

Department Title

Finance

Department Head's Signature

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

**Brief description of why this amendment is being requested:**

Extra funds to cover Soil & Water storage building expense

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
4952-42600	Office Supplies	218.68	4957-42600	Office Supplies	218.68
Total		218.68	Total		218.68

Finance Signature

Date Approved:

  
11/26/24

Manager Signature

Date Approved:

Commissioner Approval

Date Approved:



BA # \_\_\_\_\_

Duplin County  
Budget Amendment

Department Title Elections  
 Department Head's Signature Jasmine Gadsden  
 (form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

<b>Brief description of why this amendment is being requested:</b>
Moving money over to accommodate the rent cost of our Early Voting Site in Wallace. Also, to increase my Dues and Subscriptions due to spending more within this year.

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
4170-43991	Other Elections Cost	2,000.00	4170-44300	Rent	2,000.00
	Other Elections Cost	1,200.00	4170-44910	Dues and Subscriptions	1,200.00
Total		3,200.00	Total		3,200.00

*Chelsey Ranier*

Finance Signature \_\_\_\_\_  
 Date Approved: 1/28/24  
 \_\_\_\_\_  
 Manager Signature \_\_\_\_\_  
 Date Approved: \_\_\_\_\_  
 \_\_\_\_\_  
 Commisioner Approval \_\_\_\_\_  
 Date Approved: \_\_\_\_\_  
 \_\_\_\_\_



BA # \_\_\_\_\_

Duplin County  
Budget Amendment

Department Title

HEALTH

Department Head's Signature

TRACEY SIMMONS-KORNEGAY

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

**Brief description of why this amendment is being requested:**

Curtis bay charges

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
5129-42980	Program supplies	800.00	5129-41990	Professional servies	500.00
			5129-43210	Telephone	300.00
Total		800.00	Total		800.00

Finance Signature

Date Approved:

*Chelsy Ranier*

11/30/24

Manager Signature

Date Approved:

Commisioner Approval

Date Approved:



BA # \_\_\_\_\_

Duplin County  
Budget Amendment

Department Title

HEALTH

Department Head's Signature

TRACEY SIMMONS-KORNEGAY

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

**Brief description of why this amendment is being requested:**

Adding line for travel

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
5133-43510	Repairs buildings & grounds	5,000.00	5133-43110	Travel	5,000.00
Total		5,000.00	Total		5,000.00

*Chelsy Rancier*

Finance Signature

Date Approved:

1/30/24

Manager Signature

Date Approved:

Commisioner Approval

Date Approved:



BA # \_\_\_\_\_

Duplin County  
Budget Amendment

Department Title

Health Department

Department Head's Signature

Tracey Simmons-Kornegay

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

**Brief description of why this amendment is being requested:**

COVER PURCHASES for school nurses

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
5133-43510	Repairs Buildings and grounds	8,000.00	5133-42980	Program Supplies	8,000.00
5133-43510	Repairs Buildings and grounds	1,000.00	5133-43250	Postage	1,000.00
Total		9,000.00	Total		9,000.00

*Chelsy Ranier*

Finance Signature

Date Approved:

11/30/24

Manager Signature

Date Approved:

Commissioner Approval

Date Approved:



BA # \_\_\_\_\_

Duplin County  
Budget Amendment

Department Title

HEALTH

Department Head's Signature

TRACEY SIMMONS-KORNEGAY

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

**Brief description of why this amendment is being requested:**

Increasing to order office supplies

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
5151-43550	EMR Expense & Incentives	200.00	5151-42600	Office supplies	200.00
Total		200.00	Total		200.00

*Chelsey Ranier*

Finance Signature

Date Approved:

1/30/24

Manager Signature

Date Approved:

Commisioner Approval

Date Approved:



BA # \_\_\_\_\_

Duplin County  
Budget Amendment

Department Title

HEALTH

Department Head's Signature

TRACEY SIMMONS-KORNEGAY

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

**Brief description of why this amendment is being requested:**

Curtis Bay PO increase

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
5163-42980	Program supplies	500.00	5163-41990	Professional Services	500.00
5164-43520	Repairs & Maintenance equip	70.00	5164-41990	Professional Services	70.00
Total		570.00	Total		570.00

Finance Signature

Date Approved:

Manager Signature

Date Approved:

Commisioner Approval

Date Approved:



BA # \_\_\_\_\_

Duplin County  
Budget Amendment

Department Title

HEALTH

Department Head's Signature

TRACEY SIMMONS - KORNEGAY

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

**Brief description of why this amendment is being requested:**

COVER PROGRAM SUPPLY EXPENSE

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
5123-43520	REPAIRS & MAINTENANCE	2,144.00	5123-42980	PROGRAM SUPPLY	2,144.00
Total		2,144.00	Total		2,144.00

*Chelsey Rancier*

Finance Signature

Date Approved:

1/31/24

Manager Signature

Date Approved:

Commissioner Approval

Date Approved:



## County Commissioners Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

Name / Department: <b>County Manager</b>	Meeting Date: <b>February 5, 2024</b>
Subject:	
Summary, explanation and background: Request that the County Manager, County Attorney and Moseley Architects be authorized to enter into contract negotiations with the low bidder as certified by Mosely Architects (Daniels and Daniels Construction Co., Inc.) for construction of a new Duplin County Detention Center.	
Requested Action: Approve the County Manager, County Attorney and Moseley Architects be authorized to enter into contract negotiations with the low bidder as certified by Mosely Architects (Daniels and Daniels Construction Co., Inc.) for construction of a new Duplin County Detention Center.	
Budget impact for this fiscal year: (Funds available, allocation needed, etc.)	
Budget impact for subsequent years: (Funds available, allocation needed, etc.)	
Time needed to explain to Commissioners: <b>5 minutes</b>	
Attachments:	
Instructions for what to do with attachments once approved:	

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



State of North Carolina

**AFFIDAVIT D – Good Faith Efforts**

County of WATA/NE

Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the goal of 10% participation by minority business is not achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

Affidavit of Danielle + Danika I do hereby certify that on the  
(Name of Bidder)

Durham Detention Center  
(Project Name)

Project ID# 1021373 Amount of Bid \$ 32,465,000

I will expend a minimum of 6.1 % of the total dollar amount of the contract with HUB certified/ minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.

(Attach additional sheets if required)

Name and Phone Number	*Minority Category	Work Description	Dollar Value
<u>Precise Sprinkler Co.</u> <u>(804) 241-2201</u>	<u>WBE</u>	<u>Fire Protection</u>	<u>485,300</u>
<u>Barlow Brothers</u> <u>(919) 242-1267</u>	<u>WBE</u>	<u>Sitework</u>	<u>1,500,000</u>

\*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

**Examples** of documentation that may be required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.

B. Copies of quotes or responses received from each firm responding to the solicitation.

C. A telephone log of follow-up calls to each firm sent a solicitation.

D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.

E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.

F. Copy of pre-bid roster

G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.

H. Letter detailing reasons for rejection of minority business due to lack of qualification.

I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.



Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

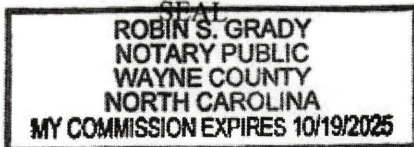
The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 1/19/24 Name of Authorized Officer: Jeremiah Daniels  
Signature: [Signature]  
Title: VP

State of North Carolina County of Wayne

Subscribed and sworn to before me this 19 day of January 2024

Notary Public Robin S. Grady My Commission expires 10-19-25





## MOSELEYARCHITECTS

# PRE-BID CONFERENCE SIGN IN SHEET

PROJECT:

**DUPLIN COUNTY DETENTION CENTER**  
Kenansville, North Carolina

ARCHITECT'S PROJECT NO.:

621373

DATE AND LOCATION:

10:30 AM Thursday, December 21, 2023

**Please Print Legibly**[illegible]



## FW: HUB Solicitation Opportunity Request #9414

Josh Mozingo <joshm@DandDCC.com>

Wed 1/17/2024 3:50 PM

To:Erik Barrow <erikb@DandDCC.com>

Thanks,

### Josh Mozingo

Project Engineer

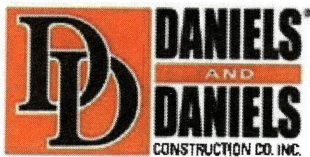
Daniels and Daniels Construction Co., Inc.

P.O. Box 10337, Goldsboro, NC 27532

Phone 919-750-1086

Fax 919-778-6850

[www.danddccc.com](http://www.danddccc.com)



Confidentiality: This e-mail message, including any attachments, is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you have received this communication in error, please notify the sender immediately and delete the material from your system. Thank you.

**From:** DoaHubBids <hubbids@doa.nc.gov>  
**Sent:** Tuesday, January 2, 2024 3:19 PM  
**To:** Josh Mozingo <joshm@DandDCC.com>  
**Subject:** HUB Solicitation Opportunity Request #9414

Thanks for your HUB Solicitation Opportunity Request.

Here is a copy of the information you submitted:

### Solicitation Information

**Organization:** Daniels and Daniels Construction Company

**Solicitation Type:** Construction

**Solicitation Type Other:**

**Solicitation Due Date:** 1/16/2024

**Solicitation Due Time:** 02:00PM

**Virtual Information:**

**Onsite Meeting Address:**

208 Duplin St

Kenansville, North Carolina 28349

### Project Contact Information



**Name:** Estimating

**Email:** [joshm@danddcc.com](mailto:joshm@danddcc.com)

**Phone Number:** 9197784525

**Website:** <https://www.danddcc.com/bidsets/duplin-county-detention-center/>

**Alternate Contact:**

**Alternate Email:**

**Alternate Phone Number:**

**Project Information**

**Project Title:** Duplin County Detention Center

**Is this Disaster Related?** No

**Project Location Address:**

208 Duplin St

Kenansville, North Carolina 28349

**Scope of Work:**

Site work and new construction of a detention facility in Kenansville, North Carolina. Completed plans call for the construction of a 57,700-square-foot detention facility; and for site work for a detention facility. The project generally consists of a new detention center totaling approximately 57,700 SF. The project is Type II-B construction, Group I-3 and Group B occupancy. Construction includes concrete and brick veneer masonry construction with steel framing, interior CMU partitions, TPO roofing, architectural casework, food service equipment, detention equipment, security electronics, and finishes typically associated with a new detention center. The Project includes a kitchen, laundry, open-air vehicle sally port, intake/ booking, Medical Suite, and a Magistrate Suite. Each housing unit will have access to an open-air rec yard surrounded by concrete block. All cells within the housing units will be steel detention cells. All housing units to be monitored by indirect supervision from a central elevated control room. Sitework includes stormwater management, sidewalks, parking lots, grading, and fencing/ gates. Mechanical work includes ductwork, plumbing, sprinkler system, smoke control system, controls, and roof top units. Electrical work includes panelboards, lighting fixtures, fire alarm, emergency generator, power, technology wiring and infrastructure; and security systems (cameras, intercoms, duress, door controls, and touchscreens).

**Pre-Solicitation Information**

**Is there a Pre-Solicitation Meeting?** No. Already Passed

**Is the meeting mandatory or optional?**

**Due Date:**

**Due Time:**

**Meeting Type:**

**Virtual Web Meeting Information:**

**Onsite Meeting Information:**



## County Commissioners Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

<b>Representative Name and Department:</b> Melissa Kennedy/911 Addressing	<b>Meeting Date:</b> 02/05/2024
<b>Subject:</b> Conduct Public Hearing in accordance of Duplin County 911 Addressing road naming Ordinance	
<b>Summary, explanation and background:</b> Conduct public hearing for Doug Brown to name a lane in the 500 block of Penny Rd – Limestone Township- Lane name request- Orzo Dr	
<b>Requested Action:</b> To approve lane name	
Budget impact for this fiscal year:	
Budget impact for subsequent years:	
<b>Time needed to explain to Commissioners:</b> 2 minutes	
Attachments:	



DUPLIN COUNTY ADDRESSING DEPARTMENT

209 SEMINARY ST / PO BOX 950

KENANSVILLE NC 28349



**ROAD NAME PETITION for UNNAMED ROAD**

**1. APPLICANT INFORMATION:**

Name: Brown & Kennedy Construction Co. Inc.

Address: 595 Hallsville Rd

City/State/Zip: Beaufort, NC 28518

Telephone: Work: 910-298-4464 Cell: 910-289-052 Home:

**2. MAIL DETERMINATION TO (If different than applicant information):**

Name:

Address:

City/State/Zip:

**3. ROAD LOCATION: Township Limestone Range**

DESCRIPTION: Turn left off NC 24 Hwy east of Beaufort to Penny Rd go 860 feet R/W on Right.

**4. PARCEL TAX-ID: Deed Book 2020 Page 930, Map book 34 page 4**

**5. PROPOSED ROAD NAME: Orzo Drive**

BACKUP NAME 1: Thigpen Lane

BACKUP NAME 2: Mary Ellen Lane

(NAME SHOULD BE LESS THAN 13 LETTERS)

**6. SIGNATURES OF PROPERTY OWNERS WHO ADJOIN OR ACCESS THIS ROAD AS LISTED BY DUPLIN  
PARCEL NUMBER:**

PARCEL OWNER NAME PRINT AND SIGNATURE  
Michael Steenburn / Michael  
Brown & Kennedy Const. Co. Inc.  
Michael Todd Tomper & Michelle Lynn Br  
Michael Todd Tomper



X08 08

**Fire Department Approval:**

Signature: Joey Carter  
Print or type name: Joey Carter  
Department Name: Beulaville Vol Fire Dept.  
Date: 12-15-2023

**USPS Approval:**

Signature: F. Penna  
Print or type name: Fonnie Penna  
Department Name: USPS Beulaville  
Date: 12/18/23





**Instructions for what to do with attachments once approved:**

**Note:** Please have all signatures on any contracts, agreements, etc. prior to board meeting and give all copies to Trisha-Ann Hoskins by the agenda deadline. Remember, one original will be retained for the minutes.



## County Commissioners Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

<b>Representative Name and Department:</b> Melissa Kennedy/911 Addressing	<b>Meeting Date:</b> 01/16/2024
<b>Subject:</b> Conduct Public Hearing in accordance of Duplin County 911 Addressing road naming Ordinance	
<b>Summary, explanation and background:</b> Conduct public hearing for Town of Wallace to CHANGE name of Powell St to Jordan St in honor of a former Councilman.	
<b>Requested Action:</b> To rename a town street	
Budget impact for this fiscal year:	
Budget impact for subsequent years:	
<b>Time needed to explain to Commissioners:</b> 5 minutes	
Attachments:	



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



**ROAD NAME PETITION for UNNAMED ROAD**

1. APPLICANT INFORMATION:

Name: Town of WALLACE  
Address: 316 EAST MORRIS STREET  
City/State/Zip: WALLACE NC 28466  
Telephone: Work: 910-285-4136 Home: —

2. MAIL DETERMINATION TO (If different than applicant information):

Name: Robert Taylor  
Address: Town of WALLACE 316 EAST MORRIS STREET  
City/State/Zip: WALLACE NC 28466

3. ROAD LOCATION: Township WALLACE Range —

DESCRIPTION: Powell Street

4. PARCEL TAX-ID: Varies - see attached

5. PROPOSED ROAD NAME: JORDAN Street

BACKUP NAME 1: DAVID JORDAN Drive

BACKUP NAME 2: JORDAN Drive  
(NAME SHOULD BE LESS THAN 13 LETTERS)

6. SIGNATURES OF PROPERTY OWNERS WHO ADJOIN OR ACCESS THIS ROAD AS LISTED BY DUPLIN  
PARCEL NUMBER: \_\_\_\_\_ PARCEL OWNER NAME PRINT AND SIGNATURE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(see attached)  
\_\_\_\_\_  
\_\_\_\_\_



**Fire Department Approval:**

Signature: Toby Johnson

Print or type name: Toby Johnson

Department Name: Kallace Fire Dept.

Date: 12/11/23

**USPS Approval:**

Signature: Kaye Griffin

Print or type name: Kaye Griffin

Department Name: USPS Postmaster

Date: 12/11/2023



WKS NO  
and on  
involved Street

PARCEL NUMBER:

OWNER

09-3265

David & Mary Carter  
906 N. Graham St.

09-1042

David & Mary Carter  
814 N. Graham St

09-3897

\* Nancy McNeil Jordan  
412 Powell St.

09-2752

09-3264

Nora or Tajwana Lamb  
411 Powell St.  
415 Powell St.

09-6990

09-2750

David E. Jordan  
420 Powell St.  
917 N. Teachey

09-2753

09-6523

Clifton Kenon  
3583 S NC 11 Hwy

(lede)?

09-3814

Virginia Lee McKensie  
9303 Gwyndale Dr.  
Clinton, MD 20735







## County Commissioners Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

Name / Department: Chelsey Lanier/Finance	Meeting Date: 02/05/2024
Subject: 2023 Audit Presentation	
Summary, explanation and background: TD Hill with RH CPAs will present the 2023 audit	
Requested Action: None	
Budget impact for this fiscal year: (Funds available, allocation needed, etc.) None	
Budget impact for subsequent years: (Funds available, allocation needed, etc.) None	
Time needed to explain to Commissioners: 10 minutes	
Attachments:	
Instructions for what to do with attachments once approved:	

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



## County Commissioners Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

Name / Department: <b>Museum</b>	Meeting Date: <b>February 5, 2024</b>
Subject: <b>Contract for the North Carolina Science Museums Grant Program for FY2024.</b>	
Summary, explanation and background: <b>The attached contract is from the NC Department of Natural and Cultural Resources. Grant activities and reporting will be overseen by the NC Museum of Natural Sciences.</b>  <b>This is the first disbursement of a \$150,000 award. The second disbursement will require a separate contract.</b>	
Requested Action: <b>To approve the contract and designate a signatory for an electronic version of the attached documents.</b>	
Budget impact for this fiscal year: (Funds available, allocation needed, etc.) <b>\$75,000.00</b>	
Budget impact for subsequent years: (Funds available, allocation needed, etc.) <b>N/A</b>	
Time needed to explain to Commissioners: <b>5 minutes</b>	
Attachments: <b>(1) Grant award letter; (2) Contract from the North Carolina Department of Natural and Cultural Resources; (3) Request for Payment Form; (4) Budget Amendment Request form for the Finance Department.</b>	
Instructions for what to do with attachments once approved: <b>Both the contract and the request for payment form will be sent electronically (DocuSign) to the person the Commissioners decide will be the authorizing signatory (e.g., Board Chair, County Manager, or Assistant County Manager).</b>	

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



REQUEST FOR PAYMENT OF APPROPRIATION(S) FROM NORTH CAROLINA GENERAL FUND

*North Carolina Department of Natural and Cultural Resources – Grants to Non-State Entities*

Robin Grotke  
Cowan Museum of History and Science  
411 S. Main Street  
Kenansville, NC 28349

2023-24 Allocation: \$75,000.00

Purpose: Appropriation to support programmatic and general operating expenses. Award amounts of less than \$100,000 shall be made in one payment.

**Part A. TO BE COMPLETED BY ALL RECIPIENTS**

1. Contact's Name: \_\_\_\_\_ Telephone: \_\_\_\_\_
2. Contact's Position in Organization: \_\_\_\_\_
3. Federal Identification Number: FID#
4. Kind of Organization: Corporation \_\_\_\_ Trust \_\_\_\_ Partnership \_\_\_\_ Government X \_\_\_\_  
Unincorporated Association \_\_\_\_ Other \_\_\_\_
5. Match Required (Circle One): Yes/No On a \_\_\_\_ to \_\_\_\_ basis.
6. Fiscal Year of Non-State Entity (e.g. year ending June 30, December 31, other) June 30
- =====

**Part B. PLEASE FILL-IN AND DOCU-SIGN THIS FORM**

\_\_\_\_\_  
Signature of individual making request

\_\_\_\_\_  
Date

Return this form to:

Darrell D. Stover  
Head of NC Science Museums Grant Program  
NC Museum of Natural Sciences  
11 West Jones Street  
Raleigh, NC 27601  
919-707-9963  
darrell.stover@naturalsciences.org





December 15, 2023

Robin Grotke  
Cowan Museum of History and Science  
411 S. Main St.  
Kenansville, NC 28349  
[robin.grotke@duplincountync.com](mailto:robin.grotke@duplincountync.com)  
(910) 296-2149

Robin Grotke,

Session Law 2016-94, Appropriations Act 2016, SECTION 16.5. G.S. 143B-135.227 allows for a grant award to your organization through the North Carolina Science Museums Grant Program as administered by the North Carolina Museum of Natural Sciences in the amount of **\$75,000.00**. Understand that the payment of the sum specified in this award letter is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

General Statute § 143C-6-21-23, Use of State funds by non-State entities, requires any agency awarding funds to enter into a contract with the recipient/organization. With the final award amount known, please submit a proposed line-item budget and budget narrative to match the award amount. Also submit measurable goals that coincide with the budget and evaluation logic form with your evaluative tool (for example a survey). Documentation should be submitted via email. Please be sure each item noted above is a separate attachment.

The process for the awarding of these funds is as follows:

1. Receipt of your complete response of the above-requested item(s).
2. Preparation of the contract by this agency. The contract incorporates information requested during the application process.
3. A second mailing to you containing the contract and Request for Payment of Appropriation Form from the Office of State Budget and Management. Both documents must be properly signed, notarized and returned to our office via email,



along with additional documentation as required by law. This mailing will also advise you of reporting requirements required by law.

4. Review by this office of all documents received from you. At such time as those documents are deemed complete, we will authorize payment of the appropriation. Award amounts of \$100,000 or less may be paid as a single payment as directed by the Office of State Budget and Management.

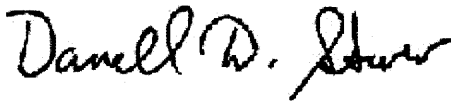
Please know that we will move through this process as quickly as possible. We understand your desire to receive your grant award and want to work with you in every possible way. If you have questions, I can be contacted by email (see below) or phone (919-707-9963 or 919-707-9987).

Your materials in response to this letter should be sent to both Walter and I via email:

Email:           darrell.stover@naturalsciences.org  
                      walter.hensey@naturalsciences.org

We look forward to working with you.

Sincerely,

A handwritten signature in black ink, reading "Darrell D. Stover". The signature is written in a cursive, flowing style.

Darrell D. Stover  
Head of NC Science Museums Grant Program

CC:   Denise Young, Ed.D., Director, NC Museum of Natural Sciences  
      Charles Yelton, Director, Regional Network, NC Museum of Natural Sciences



## **Grant Contract**

This grant contract ("Contract") is hereby entered into by and between the North Carolina Department of Natural and Cultural Resources (the "Agency") and Cowan Museum of History and Science (the "Grantee") (referred to collectively as the "Parties").

### **Grantee Information:**

Federal Tax ID #: **56-6000296**

Address: **411 S. Main St. Kenansville, NC 28349**

Source of Funds: **State**

Account Coding Information: **105139 4600810**

Fiscal Year End Date: **June 30, 2024**

Amount of Grant Award: **\$75,000.00**

The Parties agree to be bound by the terms, promises, and any other requirements appearing either directly or by reference in this Contract, as well as in the following documents, which are incorporated herein by reference, as though fully set forth herein:

- 1) The Scope of Work, description of services (Attachment A)
- 2) The line item budget (Attachment B)
- 3) Notice of Certain Reporting and Audit Requirements (Attachment C)
- 4) State Grant Certification – No Overdue Tax Debts form (Attachment D)

## **DEFINITIONS**

Except as otherwise provided in the Contract documents, the terms below shall have the following meanings in this Contract.

"Agency" means the North Carolina Department of Natural and Cultural Resources.

"Audit" means an examination of records or financial accounts to verify their accuracy.

"Certification of Compliance" means a report provided by the Grantee to the Agency that states that the Grantee has met the reporting requirements established by this Contract and included as a statement of certification by the Agency as part of the Grantee reporting package.

"Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.

"Deliverable(s)" means any tangible and original works of authorship created by or on behalf of Grantee under the Contract.

"Director of State Budget" means the State Budget Director of North Carolina.

"Fiscal Year" means the annual operating year of the non-State entity.



"Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.

"Grant" means financial assistance provided by DNCR to an eligible grantee to carry out the activities and purpose identified in this Contract.

"Grantee" means an entity that receives State financial assistance.

"Non-State Entity" has the meaning in G.S. 143C-1-1(d)(18).

"Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.

"State financial assistance" means State funds disbursed as a grant, cooperative agreement, non-cash contribution, food commodities, or direct appropriation to a grantee or subrecipient as defined in this Contract.

"Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.

"State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are disbursed as financial assistance to other organizations.

"Subrecipient" means a non-State entity that receives State financial assistance from a Grantee to carry out part of a State program; but does not include an individual that is a beneficiary of such program.

## **GENERAL TERMS AND CONDITIONS**

1. **Choice of Law:** The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the Parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and understandings relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters shall be determined.

2. **Grantee's Duties:**

The Grantee shall provide the services as described in Attachment A, Scope of Work and Description of Services and in accordance with the approved budget in Attachment B. The Grantee may make line-item adjustments of less than ten percent (10%) for budgeted expenditures without prior approval from the Agency, except if the adjustment would exceed the total grant amount.

For line item adjustments of ten percent (10%) or more for budgeted expenditures, the Grantee shall submit a written request for approval to the Agency and include a justification for the adjustment. Line-item adjustments requiring approval shall be effective only upon a dually executed amendment between the parties, in accordance with the terms of this Contract.

Amendments executed under this Paragraph shall include the new line-item adjustment(s) (Attachment B) and any changes in the Scope of Work and Description of Services (Attachment A) related to the



duties and services affected by the line item adjustment. An amendment that fails to comply with the requirements of this Paragraph shall not be binding upon the parties. A violation of this Paragraph shall constitute a material breach and shall entitle the Agency to terminate the contract and pursue all rights and actions available to it under the law.

3. **Grant Payments:** The Agency may provide monitoring and oversight through a combination of periodic e-mails, calls, visits, and review of reports, invoices and deliverables.
4. **No Employment Relationship Between State and Grantee:** The Grantee is and shall be wholly responsible for the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees in the performance of this Contract. The Grantee's performance of this Contract does not create or establish any employment relationship, joint venture, or partnership between the Grantee and the State or the Agency. The Grantee represents that it has, or shall secure at its own expense, all personnel required to perform the services under this Contract. Such personnel of Grantee shall not be employees of, or have any individual contractual relationship with, the State or the Agency.
5. **Assignment:** No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the Agency, the Agency may:
  - (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee; or
  - (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

In no event shall such approval and action obligate the Agency to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all contract obligations.

6. **Beneficiaries:** Except as otherwise provided herein, this Contract shall inure to the benefit of and be binding upon the Parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any such person or entity, other than the Agency or the Grantee, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.
7. **Indemnification:** The Grantee shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Grantee in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the Grantee.
8. **Noncompliance and Use of Grant Funds:** The Grantee may only use the grant funds disbursed hereto in the manner allowed under this Contract. The Agency will review reporting from the Grantee to ensure that grant fund expenditures meet the requirements of this Contract, as well as any applicable laws, rules, or regulations. If DNCR finds that the Grantee is noncompliant with any requirements of this Contract or law, DNCR will take action consistent with applicable laws and regulations, including, but not limited to, the requirements of 09 NCAC 03M .0801.



9. **Termination by Mutual Consent:** The Parties may terminate this Contract by mutual consent with 60 days' written notice to the other Party, or as otherwise provided by law.
10. **Termination for Cause:** If, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof.
11. **Effect of Termination:**
  - (a) In the event the Contract is terminated by either party, the Grantee will be paid for work that is satisfactorily completed under the terms of this Contract, as determined by the Agency and under the terms herein.
  - (b) The Grantee will not incur new obligations for the terminated portion of the Contract and will cancel as many outstanding obligations as possible, immediately after receiving the notification of termination from the Agency or providing the Agency with the same if the Grantee is terminating the Contract. Costs incurred after receipt or provision of termination notice will be disallowed.
  - (c) The Grantee shall not be relieved of any liability owed to the Agency because of any breach of the Contract by the Subgrantee. The Agency may, to the extent authorized by law, withhold payments to the Subgrantee for the purpose of set-off until the exact amount of damages due the Agency from the Subgrantee is determined.
  - (d) In the event of termination by either Party, the Grantee shall provide to the Agency an itemized list of all Deliverables created under the Contract. At the Agency's option, the Grantee shall produce high-quality copies or recordings of all finished or unfinished Deliverables prepared by the Grantee under this Contract; such copies or recordings of the Deliverables shall become the property of the Agency. The Agency shall have all right and authority to use the copies or recordings of the Deliverables under the license provided in Paragraph 16.
12. **Waiver of Default:** Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the Contract.
13. **Availability of Funds:** The Parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the allocation and appropriation of funds for this purpose to the Agency.
14. **Force Majeure:** Neither Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
15. **Survival of Promises:** Except as otherwise provided herein or unless superseded by applicable federal or State statute of limitations, all promises, indemnifications, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date.
16. **Intellectual Property Rights, Licensing, and Ownership of Deliverables:** The Grantee shall own all rights, title, and interest in deliverable items produced pursuant to this Contract. Notwithstanding the foregoing, the Grantee agrees to grant to the Agency, at no charge to the Agency, a non-exclusive, royalty-free, and irrevocable right and license to reproduce, publish, or otherwise use any deliverable item for Agency purposes, as well as purposes of the State, and to authorize others to do so. Further,



the Grantee shall require all subrecipients and subcontractors to include in all agreements relating to this Contract a clause giving the Agency the same rights, title, and license granted herein.

This license is not to be construed as a conveyance or surrender of copyright, trademark, or any other right or interest, based in intellectual property or otherwise, that is or may be vested in the Grantee's ownership of the deliverable items. Furthermore, the Grantee warrants and represents that it will only create deliverable items in which the Grantee is the sole owner of all rights, title, and interest thereto. Such rights, title, and interests include, but are not limited to, copyright, trademark, and any other intellectual property rights. The Grantee warrants and represents that this Contract and the rights licensed herein do not violate any other party's rights or interests in intellectual property or otherwise. In addition, the Grantee agrees to not use the deliverable items in any manner to suggest speech on the part of the Agency or the State of North Carolina or which would be unlawful by a government agency.

17. **Federal Intellectual Property Bankruptcy Protection Act:** The Parties agree that the Agency shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365(n) and any amendments thereto.
18. **Compliance with Laws:** All Parties to this Contract shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to its conduct and to the administration of this Contract.
19. **Equal Employment Opportunity:** The Grantee shall comply with all federal and State laws relating to equal employment opportunity and fair and equal employment, including, but not limited to, Governor Cooper's Executive Order 24 as well as Title VII of the Civil Rights Act of 1964, as applicable.
20. **Access to Persons and Records:** The State Auditor and the Agency Internal Auditors shall have access to persons and records relating to this Contract in accordance with N.C.G.S. §. 147-64.7. The Grantee shall provide access to the State Auditor and their representatives as required by N.C.G.S. § 147-64.7. The Grantee shall retain all records for a period of five years following completion of the Contract.
21. **Record Retention:** The Grantee shall retain documents and records relating to this Contract for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.
22. **Amendment:** This Contract may not be amended orally or by performance. Amendments shall be made in writing on a form prepared by the Agency and duly executed by an authorized representative of the Agency and the Grantee.
23. **Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.
24. **Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the Contract and should not be used to construe the meaning of any text or content thereof.



25. **Sales/Use Tax Refunds:** If eligible, the Grantee and all subrecipients shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. § 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.
26. **Travel Expenses:** Travel expenses shall not be reimbursed in the performance of this Contract. If travel is necessary in the performance of this Contract, it shall be included in the approved project budget and narrative.
27. **Entire Agreement:** This Contract and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements. This Contract and any addenda thereto, are incorporated herein by reference as though set forth verbatim. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
28. **Gifts and Favors Regulated:** Under Governor Purdue's Executive Order 24 and N.C.G.S. §133-32, it is unlawful for any vendor or contractor (e.g., architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor) to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies. This prohibition covers those vendors and contractors who:
- (1) have a contract with a government agency;
  - (2) have performed under such a contract within the past year; or
  - (3) anticipate bidding on such a contract in the future.
- The requirements of N.C.G.S. § 133-32 are hereby incorporated by reference, including any subsequent amendments thereto, and shall apply to all vendors and subcontractors under this Contract
29. **Effective Period:** This Contract shall be effective upon signature by all Parties to this Contract. The Grantee shall expend all funds granted to it under this Contract on or after July 1, 2023 and on or before June 30, 2024, in furtherance of the Scope of Work in Attachment A and in accordance with the Line Item Budget and Narrative in Attachment B.
30. **Reversion of Unused Funds at Termination or Expiration of Contract and upon Certain Audit Findings:** Upon the expiration or termination of this Contract or upon certain audit findings, unexpended or unused Grant funds held by the Grantee shall revert to the Agency.
31. **Conflict of Interest Policy:** The Grantee shall have on file with the Agency a copy of the Grantee's policy addressing conflicts of interest that may arise involving the Grantee's management employees and the members of its governing body as set forth in N.C.G.S. § 143C-6-23(b). The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Grantee's employees or members of its board or other governing body, from the Grantee's disbursing of State Funds and shall include actions to be taken by the Grantee or the individual, or both to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before Agency may disburse the grant funds.
32. **Statement of No Overdue Tax Debts:** The Grantee's sworn written statement pursuant to N.C.G.S. § 143C-6-23(c), stating that the Grantee does not have any overdue tax debts, as defined by N.C.G.S.



§ 105-243.1, at the federal, state, or local level, is attached as Attachment D. Grantee acknowledges that the written statement must be filed before the Agency may disburse the grant funds.

33. **Compliance with Certain Reporting and Audit Requirements:** The Grantee shall follow all relevant State laws and regulations relating to reporting and audit requirements. In addition, this Contract is subject to the reporting requirements described in the Notice of Certain Reporting and Audit Requirements (Attachment C).
34. **Disbursements:** As a condition of this Contract, the Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:
  - (a) Implement adequate internal controls over disbursements;
  - (b) Ensure sufficient account coding information to provide for tracking of grant funds through the Grantee's accounting system;
  - (c) Assure adequate control of signature stamps/plates;
  - (d) Assure adequate control of negotiable instruments; and
  - (e) Implement procedures to ensure that all account balances are solvent and reconcile the account monthly.
35. **Outsourcing/Assignability/Subcontracting:** The Grantee shall not subgrant or subcontract any of the work contemplated under this Contract without prior written approval from the Agency. The Agency shall not be obligated to pay for any work performed by any unapproved subgrantee, subrecipient, or subcontractor. The Grantee is not relieved of any of the duties and responsibilities of this Contract upon assignment of this Contract or outsourcing or subcontracting for work to be performed under this Contract. Furthermore, any subrecipient or subgrantee must agree to abide by the standards contained in this Contract and to provide all information to allow the Grantee to comply with these standards.
36. **Cap State-Funded Portion of Nonprofit Salaries:** Pursuant to Section 6.4 of Session Law 2023-134, no more than one hundred forty thousand dollars (\$140,000) in State funds, including any interest earnings accruing from those funds, may be used for the annual salary of any individual employee of the Grantee.
37. **Contract Administrators:** All notices permitted or required to be given by one Party to the other and all questions about the Contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving written notice to the other Party within 30 calendar days of such change.



**For the Agency:**

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name	Darrell D. Stover	Name	Darrell D. Stover
Title	Head of NC Science Museums Grant Program	Title	Head of NC Science Museums Grant Program
Agency	Department of Natural and Cultural Resources 11 West Jones St. Raleigh, NC 27601	Agency	Department of Natural and Cultural Resources 11 West Jones St. Raleigh, NC 27601
Telephone	919-707-9963		
Fax	919-715-5161		
Email	darrell.stover@naturalsciences.org		

**For the Grantee:**

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
NAME TITLE GRANTEE NAME ADDRESS   Tel Fax	

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

**[THIS SPACE INTENTIONALLY LEFT BLANK]**



**In Witness whereof**, the Grantee and the Agency have executed this Contract in duplicate originals, with one original being retained by each Party.

**Cowan Museum of History and Science**

\_\_\_\_\_  
Signature of Authorizing Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**[CORPORATE SEAL] – (optional)**

**NORTH CAROLINA DEPARTMENT OF NATURAL AND CULTURAL RESOURCES**

\_\_\_\_\_  
Signature of Authorizing Official

\_\_\_\_\_  
Date

Jeff Michael, Deputy Secretary



## Attachment A Scope of Work

### Cowan Museum of History and Science

NC Science Museums Grant Program

Goals and Objectives for 2023-2024

#### **GOAL #1**

Our first goal is to offer on-site and off-site quality STEM education programs and activities to the community.

#### **OBJECTIVES:**

The Cowan Museum's STEM Educator has developed numerous programs which include hands-on learning activities that emphasize science and agriculture, and also incorporate literature, art, history, math, engineering, and technology. They help foster a variety of skill sets, such as creativity, curiosity, social skills, problem solving, critical thinking, and initiative. Museum staff will deliver these engaging, educational programs in the following ways:

1. Collaborate with Duplin County Schools, science museums/centers, youth/day care centers, and other educational organizations to offer on-site and off-site programs, as well as participate in events. This will help increase access to STEM learning experiences for local children in rural areas with fewer resources than in urban areas.
2. Travel to Duplin County Schools to present programs which will correlate to the State of North Carolina curriculum standards. During the 2023-2024 schoolyear, we will offer programs to students at County schools in Preschool, 1<sup>st</sup> Grade, 4<sup>th</sup> Grade, 5<sup>th</sup> Grade, High School, and High School English as a Second Language (ESL) classes. Subjects covered in the programs include plants and animals, ecology, weather, seasons, climate, soil and agriculture, the water cycle, igneous rocks, plate tectonics, and the geologic history of North Carolina.

#### **MEASURING IMPACT:**

In order to measure the effectiveness and impact of the programs, museum staff will perform evaluations. Such evaluations will include written surveys, in-person and telephone interviews, and anecdotes.

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#### **GOAL #2**

The second goal is to open an exhibit in our main building on the fossil record, which will feature dinosaur fossils from our collections.

#### **OBJECTIVES:**

1. The exhibit will showcase specimens in the museum's collections, as well as loaned museum-quality objects.
2. Interpretation will include such things as how fossils are formed, types of fossils, and when and how the dinosaurs lived and became extinct.

Page 2 of 2

Cowan Museum of History and Science | 411 S. Main St. Kenansville, NC 28349 | 910.296.2149 | [www.cowanmuseum.org](http://www.cowanmuseum.org)



3. In September 2023, a free, public opening reception will be held at the museum with programming that will focus on the fossil record and include hands-on activities, such as:

☐ *A dinosaur activity.* Participants will be able to see real dinosaur bones; predict whether certain dinosaurs are plant eaters or meat eaters based on their teeth, claws, leg structure, and body shape; learn about whether dinosaurs are more closely related to birds or turtles and how we know; and learn why dinosaurs are extinct.

☐ *A fossil activity.* Participants will be able to learn what a fossil is and what is needed for it to form; see a variety of actual fossils; and search for real fossils in material from the Aurora Fossil Museum which can be taken home.

#### **MEASURING IMPACT:**

In order to measure the effectiveness and impact of the exhibit and related programming, museum staff will perform evaluations. Such evaluations will involve in-person interviews, discussions, anecdotes, and written surveys.

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#### **GOAL #3**

Our third goal is to provide the community with STEM events and learning opportunities with our partners, such as the North Carolina Science Festival, North Carolina Science Trail, and North Carolina Arboretum's ecoEXPLORE program.

#### **OBJECTIVES:**

Because Duplin County is rural and economically distressed compared to some of its peer counties in NC, there is less access to STEM learning opportunities for individuals and families. Our staff will help increase STEM experiences in the County through summer activities, celebration, and exploration in the following ways:

1. Collaborate with the NC Science Trail as a "Trail Partner" by offering fun, hands-on STEM programs.

2. Partner with the NC Science Festival to hold an ecoBLAST event in April 2024, which will be a free, public event on the museum's grounds.

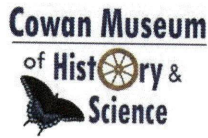
3. Our botanical garden is a HotSpot in the NC Arboretum's ecoEXPLORE program. We will hold at least one informal event for families to participate in this community science project as "ecoEXPLORERS." Participants will explore the garden and make nature observations and then submit their findings to the nature app, iNaturalist, which helps real scientists gather data.

#### **MEASURING IMPACT:**

In order to measure the effectiveness and impact of the programs, museum staff will conduct evaluations. Such evaluations will include in-person interviews, discussions, written surveys, anecdotes, and online monitoring of observations made at our botanical garden on iNaturalist.



**Attachment B**  
**Line Item Budget and Narrative**



**Cowan Museum of History and Science**  
NC Science Museums Grant Program  
Proposed Budget for 2023-2024

Line Item	Description	Purpose	Amount
6144-40121	Salaries	Museum STEM Educator: \$17,000.00. Museum Director: \$21,000.00.	\$39,000.00
6144-40181	Social Security	Museum's Director and STEM Educator.	\$3,000.00
6144-40182	Retirement	Museum's Director and STEM Educator.	\$4,000.00
6144-40183	Hospital Insurance	Museum's Director.	\$11,000.00
6144-40184	Life Insurance	Museum's Director and STEM Educator.	\$28.00
6144-41990	Professional Services	Expenses for lecturers/presenters at events, such as the fossil exhibit opening and the 2024 NC Science Festival.	\$3,000.00
6144-42600	Office Supplies	Various office supplies will be needed, such as printer paper, folders, laminating sheets, as well as a new iPad to use as a kiosk.  Additional supplies as needed.	\$4,000.00
6144-42980	Program Supplies	Supplies for things such as STEM programs, outreach, exhibits, garden maintenance, and events.	\$3,000.00
6144-43110	Travel, Training, & Meals	Traveling costs for museum staff to deliver programs, for professional development, and for meetings and conferences.	\$1,500.00
6144-43250	Postage	Shipment costs for supplies and other postage costs as needed.	\$500.00
6144-43510	Repairs, Buildings, & Grounds	Costs for such things as sealing the wooden outbuildings on the museum grounds, applying a second wood sealing coat on the wheelchair access ramp, and other maintenance expenses as needed.	\$2,000.00
6144-43910	Marketing	To promote the museum's exhibits, programs, and events.	\$1,500.00



6144-43912	Printing	Printing costs for such things as exhibit labels, exhibit panels, and STEM program materials.	\$2,254.91
6144-44300	Rent	One month's rent for a storage container.	\$217.09
<b>TOTAL</b>			<b>\$75,000.00</b>



**Attachment C**  
**Notice of Certain Reporting and Audit Requirements**

The Grantee shall comply with the all rules and reporting requirements established by State statute or administrative rules. For convenience, the requirements are set forth in this Attachment.

**Reporting Thresholds.**

There are three reporting levels established for grantees and subrecipients receiving State financial assistance. Reporting levels are based on the level of State financial assistance from all funding sources. The reporting levels are:

- (1) Level I – A grantee or subrecipient that receives, holds, uses, or expends State financial assistance in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year.
- (2) Level II - A grantee or subrecipient that receives, holds, uses, or expends State financial assistance in an amount of at least twenty-five thousand (\$25,000) or greater, but less than five hundred thousand dollars (\$500,000) within its fiscal year.
- (3) Level III – A grantee or subrecipient that receives, holds, uses, or expends State financial assistance in an amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year.

Reporting requirements for grantees that meet the following reporting standards on an annual basis:

- (1) All grantees and subrecipients shall provide a certification that State financial assistance received or, held was used for the purposes for which it was awarded.
- (2) All grantees and subrecipients shall provide an accounting of all State financial assistance received, held, used, or expended.
- (3) Level II and III grantees and subrecipients shall report on activities and accomplishments undertaken by the Grantee, including reporting on any performance measures established in this Contract.
- (4) Level III grantees and subrecipients shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

All reports shall be filed with the Agency in the format and method specified by the Agency no later than three months following the end of the Grantee's fiscal year. Audits must be provided to the funding Agency no later than nine months following the end of the Grantee's fiscal year. The Grantee shall use the reporting package forms provided by the Agency in making and submitting reports to the Agency.

Unless prohibited by law, the costs of audits made in accordance with the provisions of this Contract shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2 CFR Part 200. The cost of any audit not conducted in accordance with this Contract shall not be charged to State awards.

Notwithstanding the provisions of this Contract, a grantee may satisfy the reporting requirements of this Contract by submitting a copy of the report required under federal law with respect to the same funds.



BA # \_\_\_\_\_

Duplin County  
Budget Amendment

Department Title

Museum

Department Head's Signature

(form can be e-mailed to Finance from Dept. Head)

All amendments involving revenues must be approved by the Board of Commissioners

**Brief description of why this amendment is being requested:**

To set up a budget for the FY24 North Carolina Science Museums Grant Program funds awarded to the museum in the amount of \$75,000.00.

Revenue code	Line Item Description	Amount	Expense code	Line Item Description	Amount
6140-36140	NC Science Museums Grant	75,000.00	6144-40121	Salaries	\$39,000.00
			6144-40181	Social Security	\$3,000.00
			6144-40182	Retirement	\$4,000.00
			6144-40183	Hospital Insurance	\$11,000.00
			6144-40184	Life Insurance	\$28.00
			6144-42600	Professional Services	\$3,000.00
			6144-42980	Office Supplies	\$4,000.00
			6144-43110	Program Supplies	\$3,000.00
			6144-43110	Travel, Training, Meals	\$1,500.00
			6144-43250	Postage	\$500.00
			6144-43510	Repairs, Buildings, and Grounds	\$2,000.00
			6144-43910	Marketing	\$1,500.00
			6144-43912	Printing	\$2,254.91
			6144-44300	Rent	\$217.09
Total		75,000.00	Total		75,000.00

Finance Signature

Date Approved:

Manager Signature

Date Approved:

Commissioner Approval

Date Approved:

1/24/2024



## County Commissioners Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

Name / Department: Christopher Hatcher / Planning	Meeting Date: February 5, 2024
Subject: Contract approval with the ECC for Board of Adjustment training	
Summary, explanation and background: This contract will allow staff to move forward with training the BOA members and better prepare the members for requested meetings.	
Requested Action: County Commissioners to approve the contract with the ECC.	
Budget impact for this fiscal year: (Funds available, allocation needed, etc.) The requested fee for the training from the ECC totals \$2,800.00. The planning department currently has the funds to pay for this training.	
Budget impact for subsequent years: (Funds available, allocation needed, etc.) There is no budget impact at this time.	
Time needed to explain to Commissioners: 5 mins	
Attachments: Contract to be approved.	
Instructions for what to do with attachments once approved: The contract is to be signed by the Chairman and staff.	

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



**COPY**

**BOARD OF ADJUSTMENT TRAINING - ASSISTANCE AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Neuse River Council of Governments, d/b/a **Eastern Carolina Council** ("CONSULTANT") and the County of **Duplin** ("CLIENT").

1. **Engagement:** CONSULTANT hereby agrees to an engagement for services to be delivered to CLIENT and CLIENT accepts the engagement upon the terms and conditions hereinafter set forth.
2. **Duties:** CONSULTANT is engaged to provide services as set forth in Exhibit A as attached to this Agreement and incorporated by reference herein (the "Scope of Work") in connection with the delivery of training and familiarization material to Members of the Duplin County Board of Adjustments. The main point of contact of the CLIENT to the CONSULTANT will be \_\_\_\_\_.
3. **Compensation; Expenses:** The CLIENT shall pay the CONSULTANT a flat fee of **\$2,800.00** as compensation for the services as set forth in EXHIBIT A. CONSULTANT will ordinarily invoice CLIENT monthly for CONSULTANT's prorated fees and for expenses as incurred. In addition, any necessary and reasonable out-of-pocket expenses for CONSULTANT's staff travel, additional meeting attendance, and similar costs will be paid directly by CLIENT or reimbursed to CONSULTANT. Payment terms are NET30 of receipt of invoice.
4. **Severability:** If any provision of this Agreement, or the application thereof to either party, is held to be illegal, unenforceable, or otherwise held invalid in any respect by government promulgation, operation of law, court decree, or otherwise, such holding shall not affect the other provisions or applications of this Agreement which can be given effect without the invalid provision.
5. **Benefit:** This Agreement will be binding on and inure to the benefit of the parties hereto and their respective representatives, successors, and permitted assigns. No person other than the parties hereto is a beneficiary of this Agreement.
6. **Records:** CONSULTANT's records which relate to the Scope of Work will be preserved and made available to CLIENT on request in accordance with Chapter 132 of the North Carolina General Statutes.
7. **Counterparts; Electronic Execution:** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.
8. **Non-Assignability:** Neither party shall assign any interest in the Agreement nor transfer any interests in the same without prior written consent of the other party.



9. **Governing Law; Interpretation:** This Agreement has been executed in and shall be governed by the internal laws of the State of North Carolina. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either of the parties. Both parties have participated in negotiating and drafting this Agreement, so any rule of interpretation which holds that a contract shall be interpreted in favor of the non-drafting party shall not apply to the interpretation of this Agreement. The headings contained in this Agreement are for reference purposes only and shall not be considered terms of this Agreement. As used herein, the masculine gender shall include the feminine and neuter, the singular number the plural, and vice versa, whenever such meanings are appropriate.

10. **Entire Agreement; Amendment; Waiver:** This writing constitutes the entire agreement between the parties hereto and supersedes any prior understanding or agreements or accompanying communications between them respecting the subject matter. There are no representations, arrangements, understandings, or agreements, oral or written, in respect of the subject matter of this Agreement, except those fully expressed herein. No amendments, changes, alterations, modifications, additions, or qualifications to the terms of this Agreement shall be made or binding unless made in writing and signed by both parties hereto. The failure of either party to enforce at any time any of the provisions of this Agreement shall not be construed as a waiver of such provisions or of the right of that party thereafter to enforce any such provisions. Waiver by either party hereto of any breach or default by the other party of any of the terms and provisions of this Agreement shall not operate as a waiver of any other breach or default, whether similar to or different from the breach or default waived.

(Signature Page Follows)



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the first date written above.

**Eastern Carolina Council**

**County of Duplin**

\_\_\_\_\_  
David Bone, Executive Director

\_\_\_\_\_  
Dexter B. Edwards, Chairman  
Duplin County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Melissa McGuire, Assistant Executive Director

\_\_\_\_\_  
Jaime Carr, Clerk to the Duplin County  
Board of Commissioners

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

\_\_\_\_\_  
Chelsey Lanier, Finance Director  
County of Duplin



## EXHIBIT A

CONSULTANT shall undertake the following Scope of Work for CLIENT related to the delivery of training and familiarization material to Members of the Duplin County Board of Adjustments for CLIENT.

CONSULTANT will assist the CLIENT's understanding of the principles, practices, and processes associated with the conduct of Board of Adjustment meetings, hearings, and rendering decisions pursuant to adopted County Ordinances and North Carolina General Statutes that are applicable in the performance of their role as the Duplin County Board of Adjustments. The CONSULTANT will specifically delivery, at the discretion of the CLIENT, **two (2) on site** lecture styled programs that will require a time commitment of up to **four (4) hours** for each session and which will include the facilitation of up to **four (4)** Practical Exercises that will model the proceedings of a County Board of Adjustments.

The CONSULTANT staff will periodically update County staff of the current status of the agreement and provide prompt notification of any potential overage which may necessitate a modification to this agreement.



## County Commissioners Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

Name / Department: EMS	Meeting Date: 2/05/2024
Subject: Alliance Contract	
<p>Summary, explanation and background: Part of the Medicaid expansion requires EMS services to contract with Medicaid brokers. This will allow EMS to bill and get paid more for patients that have Medicaid through Alliance. We currently are contracted with AmeriHealth, Wellcare, United HealthCare, and BCBS. This contract has been reviewed by our County attorney and approved.</p>	
<p>Requested Action: Request to enter into a contract with Alliance Health, and have the Chairman sign the contract.</p>	
<p>Budget impact for this fiscal year: (Funds available, allocation needed, etc.) None</p>	
<p>Budget impact for subsequent years: (Funds available, allocation needed, etc.) None</p>	
<p>Time needed to explain to Commissioners: 5 minutes</p>	
<p>Attachments: 1</p>	
<p>Instructions for what to do with attachments once approved: Please send the signed contract, and send it back to me.</p>	

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





## MEDICAID NETWORK PARTICIPATING PROVIDER CONTRACT

**NOTE: THIS AGREEMENT IS BINDING UPON EACH PARTY AT THE TIME THAT THE PARTY SIGNS THIS AGREEMENT, PROVIDED THAT THIS AGREEMENT REMAINS SUBJECT TO THE APPROVAL OF THE STATE OF NORTH CAROLINA, AND MAY BE AMENDED BY THE PARTIES TO COMPLY WITH ANY REQUIREMENTS OF THE STATE OF NORTH CAROLINA. [PROVIDER] ACKNOWLEDGES THAT THE REQUIREMENTS OF THE STATE OF NORTH CAROLINA, THE STATE CONTRACT, AND APPLICABLE LAWS AND REGULATIONS, AS AMENDED FROM TIME TO TIME, ARE INCORPORATED.**

**THIS MEDICAID NETWORK PARTICIPATING PROVIDER CONTRACT ("Contract")** is made and entered into by and between Alliance Health, a political subdivision of the State of North Carolina and Prepaid Health Plan operating a Tailored Plan (hereinafter referred to as "Alliance" or "Tailored Plan"), and the Provider listed below (hereinafter referred to as "Provider" or "Participating Provider"), also individually referred to as "Party" and collectively as "Parties", for Provider's provision of Medicaid Covered health care items and Services to Alliance's Tailored Plan Enrollees.

Provider Legal Name	COUNTY OF DUPLIN DBA Duplin County Emergency Medical Services
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### **ARTICLE I: GENERAL TERMS AND CONDITIONS**

#### **1. CONSTRUCTION:**

- a. This Contract is designed for use with a variety of Providers. Provisions specific to particular Providers are included and incorporated herein in Attachments to this Contract.
- b. The following rules of construction apply to this Contract: (i) all words used in this Contract will be construed to be of such gender or number as the circumstances require; (ii) references to specific statutes, regulations, rules or forms, include subsequent amendments or successors to them; and (iii) references to a government department or agency include any successor departments or agencies.
- c. The Paragraph headings used herein are for reference and convenience only, and shall not enter into the interpretation this Contract. Any appendices, exhibits, or schedules referred to herein or attached or to be attached hereto are incorporated to the same extent as if set forth in full herein.
- d. This Contract may be executed in two (2) or more counterparts and may be executed and transmitted by way of original signature, facsimile or electronic signature, and if so, shall be considered an original.



2. **DEFINITIONS:**

In addition to terms defined elsewhere in this Contract, the following capitalized terms when used in this Contract shall have the meanings set forth below. The use of the singular of any of these words, terms or acronyms herein shall be construed to include the plural and vice versa. Any term not otherwise specified herein shall have the same definition and meaning as in the Alliance Provider Manual or N.C.G.S. § 122C-

- a. **1115 Demonstration Waiver:** As defined by Section 1115 of the Social Security Act, state demonstrations that give states additional flexibility to design and improve their programs by demonstrating and evaluating state-specific policy approaches to better serving Medicaid populations. Specifically, North Carolina's amended 1115 demonstration waiver application to the federal Centers for Medicare & Medicaid Services (CMS) focuses on the specific items of the Medicaid Managed Care transformation that require CMS waiver approval (waiver #11-W00313/4; <https://www.medicaid.gov/Medicaid-CHIP-Program-Information/By-Topics/Waivers/1115/downloads/nc/nc-medicaid-reform-ca.pdf>).
- b. **1915(c) Medicaid Waiver:** refers to the two (2) North Carolina Medicaid Section 1915(c) Home and Community-Based Services (HCBS) waivers: the North Carolina Innovations waiver for individuals with Intellectual and Developmental Disabilities (I/DD) and the (Traumatic Brain Injury (TBI) waiver for individuals with a TBI in limited geographies. The Innovations and TBI waivers provide a community-based alternative to institutional care for BH I/DD Tailored Plan Members who meet medical necessity for an institutional level of care.
- c. **Advanced Medical Home (AMH)/Advanced Medical Home Plus (AMH+):** AMH shall refer to primary care practices certified by the Department, whose providers have experience delivering primary care services to the BH I/DD Tailored Plan eligible population, or can otherwise demonstrate strong competency to serve that population. AMH+ practices must be certified by the Department as AMH Tier 3 practices and pass a readiness review administered by the National Committee for Quality Assurance.
- d. **Amendment:** means any change to the terms of a contract, including terms incorporated by reference, that modifies fee schedules. A change required by federal or State law, rule, regulation, administrative hearing, or court order is not an amendment.
- e. **Behavioral Health and Intellectual /Developmental Disability Tailored Plan (BH I/DD Tailored Plan or Tailored Plan):** means a capitated prepaid health plan contract under the NC Medicaid transformation 1115 demonstration waiver that meets all of the requirements of Article 4 of Chapter 108D of the North Carolina General Statutes, including the requirements pertaining to BH I/DD tailored plans.
- f. **Behavioral Health and Intellectual /Developmental Disability Tailored Plan Region (BH I/DD Tailored Plan Region or Tailored Plan Region or Region):** means the geographic portion of North Carolina as defined by the Division of Health Benefits (DHB) that is served by Alliance pursuant to contracts with the North Carolina Department of Health and Human Services (DHHS).
- g. **Benefit Plan:** The specific plan of benefits for health care coverage for Medicaid Members that is provided, sponsored or administered by Alliance directly or through its contractors, and contains the terms and conditions of a Member's coverage for Services, including exclusions and limitations, and all other provisions applicable to the coverage of such Covered Services.



h. **Beneficiary:** An individual who is enrolled in the North Carolina Medicaid or NC Health Choice programs but who may or may not be enrolled in the Medicaid Managed Care program.

i. **Care Management Agency (CMA):** Provider organization with experience delivering BH, I/DD, and/or TBI services to the BH I/DD Tailored Plan eligible population that will hold primary responsibility for providing integrated, whole-person care management to BH I/DD Tailored Plan Members assigned to it, under the Tailored Care Management model as certified by the State. CMAs must be certified by the State and pass a readiness review administered by the National Committee for Quality Assurance.

j. **Clean Claim:** means a claim submitted to Alliance for Covered Services that is (i) received timely by Alliance, (ii) can be processed without obtaining additional information from the provider or third party, (iii) includes all relevant information necessary to determine payor liability and to comply with applicable laws, regulations and N.C. Medicaid Program Requirements, including, but not limited to 42 C.F.R. § 447.45, (iv) is not under review for Medical Necessity. A Clean Claim does not include a claim from a Provider that is under investigation for fraud or abuse.

k. **Closed Provider Network or Closed Network:** means the network of Providers that have contracted with Alliance or its Contractors to furnish mental health, intellectual or developmental disabilities, and substance abuse services to Members. Providers acknowledge and understand that Alliance has full authority to create and manage its Closed Provider Network.

l. **Contract:** means this Medicaid Network Participating Provider Contract between Alliance and Provider, including any and all Appendices and Attachments and contract documents, which are incorporated herein as the embodiment of the agreement between Alliance and Provider for the provision of health care services in the Alliance BH I/DD Tailored Plan Network.

m. **Contractor:** Entity contracted with Alliance through a Delegated Services Agreement to perform core Medicaid Tailored Plan Services operations.

n. **Covered Services:** means Medically Necessary health care items and Services covered under Alliance's Medicaid Benefit Plan.

o. **Credentialing Criteria:** means Alliance's criteria for the credentialing or re-credentialing of Providers.

p. **Days:** shall mean calendar days unless otherwise specified. A "business" or "working" day is a day on which Alliance is officially open for business. Unless otherwise specified within the Contract, days are tracked as Calendar Days.

q. **Department:** means the North Carolina Department of Health and Human Service (DHHS) and its Divisions, including but not limited to the Division of Health Benefits (DHB), Division of Mental Health, Developmental Disabilities and Substance Abuse Services (DMH/DD/SAS), and Division of Health Service Regulation (DHSR).

r. **Electronic Provider Portal Access/ User Addendum:** means the User Agreement to access Alliance's secure, web-based, electronic authorization, care coordination and billing system



required to be used by Provider, attached hereto as Appendix E and incorporated herein.

- s. **Electronic Visit Verification System:** means, as set forth in Section 12006 of the 21<sup>st</sup> Century Cures Act, with respect to personal care services or home health care services, a system under which visits conducted as part of such services are electronically verified with respect to (i) the type of service performed, (ii) the individual receiving the service, (iii) the date of the service, (iv) the location of service delivery, (v) the individual providing the service and (vi) the time the service begins and ends.
- t. **Emergency Services:** has the same meaning as defined in 42 CFR § 422.113 and § 438.114.
- u. **Encounter Data:** means encounter information, data and reports for Covered Services provided to a Member who meets the requirements for Clean Claims.
- v. **Federal Health Care Program:** means a Federal health care program as defined in section 1128B(f) of the Social Security Act, and includes Medicare, Medicaid, and CHIP.
- w. **Governmental Authority:** means the United States of America, the States, or any department or agency thereof having jurisdiction over Alliance, a Provider or their respective affiliates, employees, subcontractors or agents. DHHS is a Governmental Authority as defined herein.
- x. **Health System (also, Hospital System or System):** means a hospital and its designated affiliated physicians or health care practices, as the terms Health System and Hospital System are accepted by the Department. A Health System or Hospital System includes all facilities and sites enrolled with the Department and affiliated with the System in the Department's Medicaid Management Information System and all practitioners billing through the System's National Provider Identifier(s) on the effective date of this Contract.
- y. **Health System Medicaid Contract Services:** (also, "Attachment A-1") refers to the medically necessary Mental Health, Intellectual/Developmental Disability, and/or Substance Abuse Services set forth in Attachment A-1 published on the Alliance Health website at <https://www.alliancehealthplan.org/document-library/65995> that a contracted Health System Provider is eligible and qualified to provide to Alliance's Members pursuant to the terms of this Contract. Attachment A-1 is incorporated herein by reference as an essential Contract document.
- z. **Ineligible Person:** means an individual or entity who (a) is currently excluded, debarred, suspended or otherwise excluded from participating in (i) Federal Health Care Programs, as may be identified in the List of Excluded Individuals/Entities maintained by the OIG, or (ii) Federal procurement or non-procurement programs, as may be identified in the System for Award Management maintained by the General Services Administration, (b) has been convicted of a criminal offense subject to OIG's mandatory exclusion authority for Federal Health Care Programs described in section 1128 or 1128A of the Social Security Act, but has not yet been excluded, debarred or otherwise declared ineligible to participate in such programs, or (c) is currently excluded, debarred, suspended or otherwise ineligible to participate in State medical assistance programs, including Medicaid or CHIP, or State procurement or non-procurement programs as determined by a State Governmental Authority.
- aa. **Innovations Waiver:** means the Medicaid Section 1915(c) Home and Community-Based Services (HCBS) waiver for eligible individuals with (I/DD) that Alliance operates in its Region.



bb. **Law:** means any and all applicable laws, rules, regulations, statutes, orders, standards, guidance and instructions of any Governmental Authority, as adopted, amended, or issued from time to time, including but not limited to (a) the Social Security Act, including Titles XVII (Medicare), XIX (Medicaid) and XXI (State Children's Health Insurance Program or CHIP) and North Carolina Medicaid Waivers 1915(c) and the 1115 Demonstration Waiver, (b) the Health Insurance Portability and Accountability Act of 1996 (HIPAA), (c) Federal and State privacy laws other than HIPAA, (d) Federal and State laws regarding patients' advance directives, (e) State laws and regulations governing third party administrators or utilization review agents, and (f) State laws and regulations governing the provision of Medicaid health care services.

cc. **Local Management Entity/Managed Care Organization:** has the same meaning as in N.C.G.S. 122C-3 (20c).

dd. **Medical Record:** means a single complete record, maintained by the Provider, which documents all of the treatment plans developed for, and Covered Services received by a Member.

ee. **Medically Necessary or Medical Necessity:** Medical necessity is determined by generally accepted North Carolina community practice standards as verified by independent Medicaid consultants. As required by 10A NCAC 25A.0201, a medically necessary service may not be experimental in nature.

ff. **Member:** means a Medicaid beneficiary specifically enrolled in and receiving benefits through the North Carolina Medicaid Managed Care program.

gg. **NC Medicaid Program:** means the program operated by the Department for the provision of health care services to Medicaid beneficiaries based on the payment methods set forth in the State Plan for Medical Assistance and the applicable policies and procedures of DHB. Participation in the Alliance Network is distinct from Enrollment in the NC Medicaid Program.

hh. **NC Tracks:** means the multi-payer Medicaid Management Information System for the NC Department of Health and Human Services. It is a condition precedent of this Contract and payment hereunder that Provider be properly enrolled in NC Tracks.

ii. **Notice:** means a written communication between the Parties delivered by trackable mail, electronic means or facsimile to the Notice Contact listed in Article I. Paragraph 14 of the Contract.

jj. **Overpayment:** means the payments a Provider receives from Alliance to which the Provider is not entitled, including but not limited to payments (a) for items and services that are not Covered Services, (b) paid in error, (c) resulting from enrollment errors, (d) resulting from claims payment errors, data entry errors or incorrectly submitted claims, or (e) for claims paid when Alliance was the secondary payor and the Provider should have been reimbursed by the primary payor.

kk. **Participating Provider (Provider):** means an individual, entity or Health Care Provider, as that term is defined by N.C.G.S. §58-50-270(3a), that has entered into a Medicaid Network Participating Provider Contract with Alliance or with any of its Contractors for the provision of Covered Services to Alliance Members. Participating Providers must maintain a Network Participating Provider Contract with Alliance, comply with monitoring and oversight obligations, and provide consistent, timely services to Members pursuant to this Contract in order to request payment or reimbursement for those services.



- ll. **Principal:** means a person with a direct or indirect ownership interest of five percent or more in Provider.
- mm. **Program Requirements:** refers to collectively as the requirements of Governmental Authorities governing a Provider's participation in Alliance's provider network and rendering Covered Services to Tailored Plan Members pursuant to a Benefit Plan including, where applicable, the requirements of a contract between the Governmental Authority and Alliance.
- nn. **Provider-based Care Management:** Care management where the care manager is affiliated with an AMH+ practice or Care Management Agency (CMA) and performs care management at the site of care, in the home, or in the community through in-person and other methods of interaction between Members and providers
- oo. **Provider Manual:** means Alliance's most current Provider Manual, as approved by the Department, that offers information and education to providers about the Alliance Benefit Plan and Medicaid Managed Care. It sets forth Alliance's requirements, rules, policies and procedures applicable to Participating Providers, as adopted or amended by Alliance from time to time. An electronic version of the Provider Manual is accessible via the Alliance website or the Provider Web Portal, and in writing upon request of a Participating Provider at: <https://www.alliancehealthplan.org/providers/publications-forms-documents/>
- pp. **Provider Network:** means the network of Providers that have contracted with Alliance or its Contractors for the provision of Covered Services to Alliance Members pursuant to a Medicaid Network Participating Provider Contract.
- qq. **Provider Web Portal:** means an internet based portal that provides access to Program Requirements, and provider specific information. Providers may access training materials, submit appeals and grievances, and receive notices via the Provider Web Portal.
- rr. **Service:** means medically necessary Covered Service(s) set forth in Attachment A that Provider is eligible and qualified to provide to Alliance's Members pursuant to the terms of this Contract.
- ss. **Standard Plan:** has the same meaning as Standard Plan as defined in N.C. Gen. Stat. § 108D-1(36).
- tt. **State:** whether capitalized or not, means the State of North Carolina or the Department as an agency or in its capacity as a Governmental Authority. Any references to state law, policies, procedures, regulations, controlling authority and/or other standards applicable to this Contract shall refer to North Carolina without regard to whether a Provider may have offices and/or deliver Services outside of North Carolina. Where a Provider is subject to the law, policies, procedures, regulations and/or other standards of different state(s), Provider must also adhere to authority of the State of North Carolina applicable to Services delivered under this Contract.
- uu. **State Contract:** means the applicable contract or contracts between Tailored Plan and DHHS as in effect throughout the Term of this Contract pursuant to which Tailored Plan operates a managed care plan or plans in the Tailored Plan Region.



vv. **Tailored Care Management:** The care management model for BH I/DD Tailored Plan Members. Entities providing Tailored Care Management must be certified by the Department.

ww. **Traumatic Brain Injury Waiver (TBI Waiver):** means the Medicaid Section 1915(c) Home and Community-Based Services (HCBS) waiver for eligible individuals with traumatic brain injury (TBI) that the BH I/DD Tailored Plan operates in the geographic area covered by this Contract. The TBI Waiver may not operate in all geographic areas of the state. Contract requirements for the TBI Waiver apply for the BH I/DD Tailored Plan to the extent that the TBI Waiver is operational in its geographic area.

xx. **US DHHS:** means the U.S. Department of Health and Human Services, including its agency the Centers for Medicare and Medicaid Services (CMS) and its Office of Inspector General (OIG).

3. **RELATIONSHIP OF THE PARTIES:** Provider enters into this Contract with Alliance for the purpose of providing medically necessary Medicaid Services to Alliance Members. 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 Provider is an independent contractor of Alliance. 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.

4. **ENTIRE AGREEMENT AND REVISIONS:** This Contract, including the Attachments and Appendices, each of which is made a part of and incorporated into this Contract and listed on the signature page of this Contract in the section entitled "REQUIRED ATTACHMENTS/APPENDICES", the Provider Manual and any addenda or amendments comprises the complete agreement between the Parties and supersedes all previous agreements and understandings, whether verbal or in writing, related to the subject matter of this Contract.

5. **CONTROLLING AUTHORITY:** Provider agrees to comply with Controlling Authority and any and all applicable federal, state and local laws, rules and regulations, or orders as amended, implemented, or supplemented. Provider shall be responsible for keeping abreast of changes to Controlling Authority and to provide education and training to its staff and employees as appropriate. Provider shall develop and implement a compliance program in accordance with 42 U.S.C. § 1396a (kk)(5). This Contract is required by 42 C.F.R. §438.214 and shall be subject to 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.
- b. Applicable provisions of North Carolina General Statutes Chapters 108A, 108D and 122C.
- c. The North Carolina State Plan for Medical Assistance.
- d. The North Carolina Mental Health, Developmental Disabilities, and Substance Abuse Services (MH/DD/SA) health plan waiver authorized by the Centers for Medicare and Medicaid Services (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.
- e. 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.*
- f. 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) and its implementing regulations, 45 CFR Parts 160, 162 and 164, as further expanded by the Health Information Technology for Economic and Clinical Health Act (HITECH Act), adopted as part of



the American Recovery and Reinvestment Act of 2009, commonly known as "ARRA" (Public Law 111-5) and any subsequent modifications thereof; the Substance Abuse Confidentiality regulations codified at 42 U.S.C. § 290dd-2 and 42 CFR Part 2; N.C.G.S. § 122C-51, et seq.; N.C.G.S. § 108A-80; 10A NCAC Subchapter 26B; and DMH/DD/SAS Confidentiality Rules published as APSM 45-1 (effective January 2005).

- g. Regulations concerning access to care, utilization review, clinical studies, utilization management, care management, quality management, disclosure and credentialing activities as set forth 42 CFR Parts 438, 441, 455, and 456.
- h. State licensure and certification laws, rules and regulations applicable to Provider.
- i. Medical or clinical coverage policies promulgated by the Department in accordance with N.C.G.S. § 108A-54.2.
- j. The Alliance Provider Manual.
- k. Applicable federal and state records retention, recordkeeping and reporting rules, regulations and requirements, including but not limited to the DMH/DD/SAS Records Management and Documentation Manual, APSM 45-2, effective April 1, 2009, and APSM 10-3 and all applicable revisions, amendments, and/or updates.
- l. The Americans With Disabilities Act, Titles VI and VII of the Civil Rights Act of 1964, Sections 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.
- m. The Drug Free Workplace Act of 1988.
- n. Any other applicable federal or state Laws, rules or regulations, or orders in effect at the time the service is rendered.

6. **COMPLIANCE WITH LAWS:** Provider understands that applicable State and Federal requirements and Alliance policies and procedures may be changed or updated during the term of this Contract and that those changes will apply to this Contract in the same manner as the original authority. Alliance will post changes to the Alliance Provider Manual on the Alliance website at least thirty (30) days prior to the effective date of any changes to the Manual.

Providers shall cooperate with Alliance with respect to Alliance's compliance with Laws, accreditation and Program Requirements, including downstream requirements that are inherent to Alliance's responsibilities under Laws, accreditation or Program Requirements. Provider shall not knowingly take any action contrary to Alliance's obligations under Laws, accreditation or Program Requirements.

7. **ASSURANCE OF THE RIGHTS OF MEMBERS:** The Provider shall comply with the implementation of all policies and procedures, created by Alliance for the assurance of the rights of Members served by the Provider and all Laws, rules and/or regulations including Member grievance, appeal, and fair hearing procedures and timeframes as specified in 42 CFR 438.400 through 42 CFR 438.424 and Article 3, Part 1 of the North Carolina General Statutes Chapter 122C and rules promulgated thereunder. Provider's compliance with Member grievance, appeal and fair hearing procedures shall include Provider's cooperation with Member and Alliance, providing information, records or documents requested by Alliance and participating in the grievance/appeal process when applicable.

Provider shall protect the confidentiality of any and all Members and will not discuss, transmit, or narrate in any form other information, medical or otherwise, received in the course of providing Services hereunder, except as authorized by the individual, his legally responsible person, or as otherwise permitted or required by law. The Provider shall, in addition, meet all confidentiality requirements promulgated by any applicable



governmental authority. Further, Provider shall adhere to the Confidentiality laws set forth in N.C.G.S. Chapter 122C Article 3 Part 1.

8. **NON-DISCRIMINATION - EQUITABLE TREATMENT OF MEMBERS:** Providers shall not discriminate in their treatment of Members based on Members' health status, source of payment, cost of treatment or participation in Benefit Plan, genetic information or ethnicity. Further, Provider agrees that Lesbian, Gay, Bisexual, Transgender, or Questioning (LGBTQ) Members who obtain covered services shall not be subject to treatment or bias that does not affirm the member's identifying orientation.

Providers shall not bill Members for any items or services, such as missed appointments or administrative fees, where such billing is prohibited by Laws or Program Requirements. Provider shall not bill any Member for Covered Services. This provision shall not prohibit Provider and Member from agreeing to continue non-covered services at the Member's own expense, as long as Provider has notified Member in advance that the BH I/DD Tailored Plan may not cover or continue to cover specific services and the Member elects to receive the service with that understanding.

Providers may freely communicate with Members about their treatment regardless of Benefit Plan coverage limitations. Alliance does not dictate or control clinical decisions respecting a Member's medical treatment or care. Medical care is the responsibility of the treating Provider regardless of any coverage determination by Alliance. Nothing in this Contract shall be interpreted to permit interference by Alliance with communications between a Provider and a Member regarding the Member's medical condition or available treatment options.

9. **TERM:** The Term of this Contract shall begin on the "**Official Launch Date**" of Alliance as a Behavioral Health and Intellectual/Developmental Disabilities Tailored Plan ("Tailored Plan") as that term is defined in N.C.G.S. Chapters 122C and 108D. "**Official Launch Date**" shall be defined as the date announced by the North Carolina Department of Health and Human Services ("NC DHHS") by official press release or by Tailored Plan Contract Amendment. The date starting the term of this Contract will also be referred to as the "**Effective Date**" throughout this Contract. The Contract term will continue for a period of one year, and thereafter shall renew for successive periods of one year each unless a Party provides notice of nonrenewal to the other at least 90 days before the end of the then current (initial or renewal) term, unless and until the Contract is terminated in accordance with the terms and conditions herein. Notwithstanding the above, the term of this Contract, including any renewal, may be limited to comply with Laws or an order by, or Alliance's contract with, a Governmental Authority.

10. **CHOICE OF LAW/ MANDATORY FORUM SELECTION:** This Contract shall be governed by and interpreted and enforced in accordance with the laws of the State of North Carolina, except where Federal law applies, without regard to principles of conflict of laws. Each of the Parties hereby agrees and consents to be subject to the exclusive jurisdiction and venue of the appropriate State or Federal court located in Wake County, North Carolina in any suit, action, or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with this Agreement. Where applicable, a Provider shall fully exhaust Alliance's reconsideration procedure as set forth in the Provider Manual before seeking any other remedy.

11. **NON-WAIVER:** 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, the other Party shall be entitled to invoke any remedy available under the Contract, despite



any such forbearance or indulgence. A waiver by a Party of a breach or failure to perform this Contract shall not constitute a waiver of any subsequent breach or failure.

12. **DISPUTE RESOLUTION:** The Provider may request reconsideration of an administrative action or sanction imposed under this Contract or file a grievance in other matters as outlined in the Provider Manual and as set forth herein. A Network Participating Provider has the right to request reconsideration of certain actions taken by Alliance, including:

- a) Finding of or recovery of an overpayment by the BH I/DD Tailored Plan;
- b) Withhold or suspension of a payment related to waste or abuse concerns;
- c) Contract termination for cause or finding of contract violation
- d) Corrective action by the BH I/DD Tailored Plan; and
- e) Determination to de-certify an AMH+ or CMA (applicable to Medicaid providers only).

Provider must fully exhaust Alliance's internal appeals process before seeking any other remedy.

13. **SEVERABILITY:** If any one or more provisions of this Contract are declared invalid or unenforceable, the same shall not affect the validity or enforceability of any other provision of this Contract and such invalid or unenforceable provision(s) shall be limited or curtailed only to the extent necessary to make such provision valid and enforceable.

14. **NOTICE:** Any Notice to be given under this Contract including proposed amendments and other notices, pertaining to the contractual relationship between parties shall be in writing and addressed to the receiving Party as its Notice Contact is designated below, or at such other address as the Party may designate by prior written Notice to the other Party. Means for sending all notices provided under this Contract shall be one or more of the following, calculated as (i) on the day the notice is in hand or electronically delivered; (ii) for certified or registered mail, the date on the return receipt; or (iii) for commercial courier service, the date of delivery. Nothing in this section prohibits the use of an electronic medium for a communication other than an amendment if agreed to by Alliance and the Provider :

<b>COUNTY OF DUPLIN DBA Duplin County</b> <b>Emergency Medical Services</b> <b>Enter Notice Contact Name</b> <b>Enter Title</b> <b>PO BOX 909, 209 Seminary Street,</b> <b>Kenansville, NC 28349</b> <b>Email:</b>	Alliance Health ATTN: CONTRACTS 5200 West Paramount Parkway, Suite 200 Morrisville, NC 27560 Contracts@AllianceHealthPlan.org
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15. **NOTICE OF CHANGE:** Provider agrees, understands and acknowledges that services delivered under this Contract are site and Service specific. Providers are required to notify Alliance when organizational changes occur, including but not limited to changes in ownership, personnel, address, and name /or and contact information. Providers are required to follow the Notice of Change requirements for contained in the Provider Manual utilizing the Alliance Notice of Change Form available on the Alliance website. Alliance will not process retroactive changes, and the effective date of any change will be no sooner than the effective date on the Notice of Change or the effective date shown in NC Tracks, whichever is later. Any changes must be reported in writing to Alliance pursuant to the Alliance Provider Manual.

16. **TERMINATION:** Alliance reserves the right, in its sole discretion, at any time during the term of the Contract to remove one or more services provided by Provider at one or more identified Site Addresses from the Contract for no reason or any reason, including, but not limited to, Network provider



capacity maintenance, Member health and safety, Provider not meeting Member demand and/or needs, Provider quality management, or any other reason Alliance deems necessary to manage its Network of Providers. Except for circumstances requiring immediate termination and/or suspension as set forth in subsection f. of this paragraph, Alliance shall provide thirty (30) days written notice prior to the removal of a Service. Termination of this Contract in whole or part under the terms set forth below shall not form the basis of any claim for loss of anticipated profits by either Party. The rights and remedies provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. Termination of this Contract in whole or part is not deemed a reduction, denial, termination, or suspension of a Provider's participation in or disenrollment from the NC Medicaid Program

a. **Non-Appropriation.** Funds used for Provider payments are government funds. Either Party may terminate the Contract or individual Services immediately if Federal, State or local funds allocated to Alliance are reduced, revoked or terminated in a manner beyond the control of the Alliance for any part of the Contract period. In such event, Alliance will reimburse Provider for timely submitted Clean Claims for Services provided which were authorized as necessary by the Alliance prior to the date of such change in Federal, State or local funding.

b. **Mutual Agreement.** This Contract may be terminated in whole or part at any time upon mutual consent of both Parties with mutually agreed upon Notice to Members or after thirty (30) days upon notice of termination by one of the contracting Parties. Alliance may withhold payment or impose other penalties or sanctions (up to and including termination of any other Contract(s) between Alliance and Provider) in the event that Provider fails to give at least thirty (30) days' notice of termination.

c. **Termination for Convenience.** This Contract may be terminated in whole or part after thirty (30) days' written Notice of termination by one of the contracting Parties.

d. **Termination for Cause.** Alliance may terminate the Contract in whole or part with cause upon thirty (30) days' written notice to Provider. Cause for termination of the Contract may include, but is not limited to:

i. Failure to implement or provide functions or services as specified in this Contract. Failure to provide timely, complete and accurate documentation of services as required by this Contract may also lead to withholding of funds or termination of the Contract; and/or

ii. The conduct of Provider or Provider's employees or agents or the standard of services provided threatens to place the health or safety of any Member in jeopardy. Conduct of Provider's employee(s) or agent(s) that threatens to place the health or safety of any Member in jeopardy shall not constitute grounds for termination of the entire Contract provided Provider takes appropriate action toward said employee(s) or agent(s). Alliance maintains its right to terminate this Contract should Provider fail to take appropriate action toward employees or agents whose conduct threatens to place the health or safety of any Member in jeopardy; and/or

iii. Failure of Provider to cooperate with any investigation authorized by Controlling Authority and deemed necessary by Alliance in regard to Alliance Members; and/or

iv. Failure of Provider to reimburse Alliance for final overpayments identified by Alliance or failure to comply with payment plans established by Alliance as outlined in Article IV, Billing and Reimbursement; and/or

v. Failure of Provider to accurately maintain enrollment in NC Tracks; and/or

vi. Failure of Provider to meet or maintain NC Medicaid Program Requirements

vii. Any other material breach of this Contract.

e. **Notice of Termination for Cause.** Written notice to Terminate for Cause shall include:

i. The reason for decision to terminate;

ii. The effective date of termination;

iii. The Provider's right to Appeal the decision; and

iv. How to request an Appeal.



f. **Immediate Terminations and Suspensions of Contract.** Provider acknowledges and agrees that Alliance shall terminate all or a portion of this Contract immediately, without prior written Notice or opportunity to cure in the following circumstances:

- i. Loss of Provider's required facility or professional licensure;
- ii. Failure to meet or maintain Alliance's credentialing or re-credentialing standards;
- iii. Provider has been debarred, suspended, terminated, or is otherwise lawfully prohibited from participation in any federal or state government procurement activity;
- iv. The final substantiation and determination by The Department of Medicaid fraud and/or abuse.
- v. In accordance with 42 CFR § 455.416:
  - a) When any person with a five percent (5%) or greater direct or indirect ownership interest in the Provider agency does not submit timely and accurate information and cooperate with any screening methods required under this Contract;
  - b) When any person with a five percent (5%) or greater direct or indirect ownership interest in the Provider agency has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last ten (10) years, unless Alliance determines that termination is not in the best interests of the Alliance's Provider Network;
  - c) If Provider is terminated, under title XVIII of the Social Security Act or under the Medicaid Program or Children's Health Insurance Program of any State;
  - d) If the Provider or a person with an ownership or control interest or who is an agent or managing employee of the Provider agency fails to submit timely or accurate information, unless Alliance determines that termination is not in the best interests of the Alliance's Provider Network;
  - e) If the Provider, or any person with a five percent (5%) or greater direct or indirect ownership interest in the Provider agency fails to submit sets of fingerprints in the form and manner required by DHB within thirty (30) calendar days of request, unless Alliance determines that termination is not in the best interests of the Alliance's Provider Network; or
  - f) If the Provider fails to permit access to Provider locations for any site visits required under 42 CFR § 455.432, unless Alliance determines that termination is not in the best interests of the Alliance's Provider Network.

Provider further acknowledges and agrees that Alliance may also immediately suspend all or a portion of this Contract, without prior written Notice or opportunity to cure in the following circumstances:

- vi. Upon a confirmed finding of fraud, waste, or abuse by Provider by the Department or the Medicaid Investigations Division (MID) of the North Carolina Department of Justice;
- vii. The Department's finding of a credible allegation of fraud, waste, or abuse; or
- viii. A determination of serious quality of care concerns by Alliance or the Department.
- ix. Upon termination of Alliance's BH I/DD Tailored Plan contract with the Department;

The Parties understand, acknowledge and agree that enrollment in the NC Medicaid Program is distinct from enrollment in the Alliance Provider Network, that Alliance has the authority to terminate Provider's enrollment in its Provider Network, and that Alliance has *no* authority to suspend or terminate a Provider's enrollment in the NC Medicaid Program.

Nothing in this Section shall preclude Alliance from terminating this Contract, for any other reason, in whole or in part, or as otherwise authorized by law or this Contract.



- g. **Sanctions.** If the Provider fails to fulfill its duties and obligations pursuant to this Contract, Alliance may impose Sanctions as set forth in the Provider Manual. Sanctions imposed by Alliance may be progressive or cumulative in order to address the specific area(s) of the Contract that are not being fulfilled by the Provider.
- h. **Opportunity to Cure Not Required.** Alliance may, but is not required to, offer Provider the opportunity to cure by providing Provider with written Notice of a material breach specifying the breach and requiring it to be remedied within, in the absence of greater or lesser specification of time, seven (7) calendar days from the date of the Notice; and if the breach is not timely cured, terminate the Contract upon written Notice of Termination. Provider shall not be entitled to any form of injunctive relief if this Contract is terminated by Alliance in whole or in part.

17. **EFFECT OF TERMINATION:**

Alliance reserves the right to approve any Provider's participation in the Alliance Network or to terminate or suspend all or a portion of Provider's Contract. The obligations of both Parties under this Contract shall continue following termination only as to the terms and conditions that by their nature are intended to survive. In the event of termination for any reason hereunder, the Members served shall be of highest priority. The Parties shall work diligently together to provide for all necessary transition services, pursuant to the procedures set forth in the Provider Manual.

- a. In the event Alliance terminates this Contract in whole or in part for cause, Alliance may: (1) deduct any and all expenses incurred by Alliance for damages caused by the Provider's breach; and/or (2) pursue any of its remedies at law or in equity, or both, including damages and specific performance.
- b. 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 Provider and the Alliance 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.
- c. 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.
- d. In the event that Alliance terminates this Contract due to BH I/DD Tailored Plan's insolvency:
  - i. Administrative duties and records will be transferred to the successor organization, appointed by the Secretary of the Department of Health and Human Services as set forth in NC General Statute §122C-125, and in compliance with the Records Management and Documentation Manual for LME-MCOs (ASPM 45-2).
  - ii. When inpatient care is ongoing, Provider shall continue to render inpatient care pursuant to the continuity of care provisions in section below g. until the patient is ready for discharge. If Alliance provides or arranges for the delivery of health care services on a prepaid basis, payment for Member's inpatient care shall be continued until the Member is ready for discharge.
- e. In the event of termination the Provider shall submit all claims or registrations of putative Members within sixty (60) days of the date of termination.
- f. In the event of any audit or investigation described in Article II, 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 Provider shall promptly refund all excess funds paid within the above-referenced thirty (30) days.



g. **Continuity of Care.** Provider shall comply with Controlling Authority and provide Notice to Alliance with respect to the closing of a facility or site. Provider shall develop a transition plan for each Member prior to being discharged and provide Alliance with a list of Enrollees with appointments scheduled with Provider at the time of termination or closure.

To ensure that a transition is undertaken in an orderly manner that maximizes Member safety and continuity of care, upon expiration or termination of this Contract for any reason except for immediate termination, Providers shall (a) continue providing Covered Services to Members through (1) the lesser of the period of active treatment for a chronic or acute medical condition or up to 90 days, (2) the postpartum period for Members in their second or third trimester of pregnancy, or (3) such longer period required by Laws or Program Requirements, and (b) cooperate with Alliance for the transition of Members to other Participating Providers. The terms and conditions of this Contract shall apply to any such post expiration or termination activities. The continuity of care provisions in this Contract shall survive expiration or termination of this Contract.

h. Prior Authorization is not a guarantee of payment and does not survive termination of this Contract.

17. **RECORDS FOLLOWING TERMINATION OR CLOSURE:** If the Provider's contract is terminated or expires or if the Provider closes its business in Alliance's Region (but continues to have operations elsewhere in the State), the Provider must within 30 days of termination/expiration/closure either provide copies of Medical records of Members to Alliance or submit a plan for maintenance and storage of all records for approval by the Alliance. Alliance has the sole discretion to approve or disapprove such plan.

Abandonment of records is a serious HIPAA and contractual violation and can result in sanctions and financial penalties. The following steps are required of Alliance as soon as Alliance is made aware of the abandonment of any Medical records of Members served pursuant to this Contract:

- a. Alliance is to notify the DHB Office of Compliance and Program Integrity (or other applicable Department Division based on funding source and licensure) about the abandonment;
- b. Alliance is to inform the Provider of the report to the Department regarding the abandonment via trackable mail; and
- c. Alliance is to use best efforts to secure the records and complete an inventory log of the records.

18. **NON-EXCLUSIVE ARRANGEMENT:** Alliance has the right to enter into a Contract with any other provider for Covered Services. Provider shall have the right to enter into other Contracts with any other BH IDD Tailored Plan or third Party payers to provide services. This is not an exclusive agreement for either Party, and there is no guarantee that Alliance will participate in any particular Program, or that any particular Benefit Plan will remain in effect.

19. **NO THIRD PARTY CONTRACT RIGHTS CONFERRED:** Nothing in this Contract shall be construed as creating or justifying any liability, claim or cause of action, however alleged or arising, by any third party, against Alliance, Provider or the Department.

20. **NOT RESPONSIBLE FOR EXPENSES INCURRED:** Alliance shall not be liable to Provider for any expenses paid or incurred by Provider, unless as specifically agreed upon in writing and signed by both Parties.

21. **EQUIPMENT:** Provider shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.



22. **ASSIGNMENT/SUBCONTRACTING:** Provider's duties and obligations under this Contract shall not be assigned, delegated, or transferred without the prior written consent of Alliance. Provider may not assign or subcontract duties, rights, or interests under this Contract unless Alliance provides prior written consent. Both Parties shall ensure that any subcontractors performing any of the obligations of this Contract shall meet all requirements of this Contract and the standards of Alliance's National Accrediting Bodies. Alliance shall notify Provider in writing of any duties or obligations that are to be delegated or transferred before the delegation or transfer. Provider shall follow Alliance's procedures with respect to subcontractors.

23. **NO PRESUMPTION AGAINST DRAFTER:** If any ambiguity or question of intent or interpretation arises, this Contract shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Contract.

24. **GOVERNMENTAL RESTRICTIONS:** Should Alliance notify the Provider that any program or activity in the scope of work under this Contract is no longer authorized by law (e.g., vacated by a court of law, CMS withdraws federal authority, or subject of a legislative repeal), the Provider shall do no work on that part of the Contract after the effective date identified in the Notice. Alliance shall remove costs that are specific to any program or activity under the Contract that is no longer authorized by law. If the Provider provides Services no longer authorized by law after the effective date identified in the notice, the Provider shall not be paid for that work. If Alliance paid the Provider in advance to provide Services no longer authorized by law and under the terms of this Contract the work was to be performed *after* the effective date identified in the notice, the payment for those Services shall be returned to Alliance. However, if the Provider provided a service no longer authorized by law *prior* to the effective date identified in the Notice, and Alliance included the cost of performing those services in its payments to the Provider, the Provider may keep the payment for those services even if the payment was made after the effective date identified in the Notice.

25. **SURVIVAL:** Any provision of this Agreement, including an Attachment, that requires or reasonably contemplates the performance or existence of obligations by a Party after expiration or termination of this Agreement shall survive such expiration or termination regardless of the reason for expiration or termination.

## **ARTICLE II: OBLIGATIONS OF THE PARTICIPATING PROVIDER**

1. Provider is required to participate in Alliance's utilization management, care management, quality management, access, finance, qualification/accreditation, credentialing, and compliance processes as well as comply with all Network requirements for reporting, inspections, monitoring, and Member choice requirements as set forth herein and in the Provider Manual.

### **SERVICES:**

a. **Delivery of Services.** Provider agrees to provide the Medically Necessary Service(s) to Members set forth in Attachment A at the approved sites, pursuant to the terms of this Contract. All Services shall be rendered in a manner consistent with Clinical Practice Guidelines and with applicable Controlling Authority. The Parties understand and agree that there is no guarantee of referrals provided under this Contract and that Alliance is not obligated to refer or assign a minimum number of Members to or maintain a minimum number of Members with a Provider. Provider is required to serve Members within sixty (60) calendar days from the date of execution of this Contract. If Provider has not accepted and delivered services to Members within sixty (60) calendar days from the date of execution of this Contract or within sixty (60) calendar days prior



to the expiration of the term of this Contract, the Contract or the Services not rendered may be terminated.

b. **For Providers of Care Management Services.** For Local Health Departments (LHD) providing Care Management Services, AMH+ Practices, CMAs, and Providers of prenatal, perinatal and postpartum care, Provider acknowledges and agrees to comply with the service-specific Program Requirements set forth in the applicable Contract Attachments, incorporated herein by reference and to with comply with Department Policy as published and revised by NC DHHS. Contracted LHDs shall also be required to conduct Refugee Health Assessments as outlined in NC Medicaid Clinical Coverage Policy 1D-1: Refugee Health Assessments Provided in Health Departments.

c. **Outpatient Commitment.** Providers of Services provided under Outpatient Commitment to a Member are required to notify Alliance of the Outpatient Commitment order upon receipt or notice of Outpatient Commitment.

d. **Primary Care Providers.** All In-Network Primary Care Providers must perform EPSDT (Early and Periodic Screening, Diagnostic and Treatment) screening for Alliance members less than twenty-one (21) years of age.

3. **PROVIDER ACCESSIBILITY:**

a. **Interpreting and Translation Services.** When feasible under the circumstances, Provider must make language interpretation available by telephone and/or in person enabling Members to communicate with Provider. TDD (telecommunication devices for the deaf) must also be made available when feasible for persons who have impaired hearing or a communication disorder. The Provider must ensure the Provider's staff is trained to appropriately communicate with patients with various types of hearing loss. Provider shall report to Alliance in a format and frequency to be determined by Alliance, whether hearing loss accommodations are needed and provided, and the type of accommodation provided.

b. **Hours of Operation.** Provider shall make Services covered under this Contract available twenty-four (24) hours a day, seven (7) days a week, including holidays, when medically necessary, and/or in accordance with the applicable Clinical Coverage Policy, and offer hours of operation to Alliance Members comparable to Medicaid Direct hours, if applicable, and that are no less than the hours offered to privately insured individuals, and Provider must arrange for call coverage or other back-up to provide access to Services in accordance with Alliance's Standards for Provider Accessibility, as set forth herein and in the Provider Manual.

c. **Provider Accessibility Standards Related to Appointment Availability Requirements.** The Provider shall meet service availability and wait time standards as published on the Alliance Provider Manual, established in compliance with 42 C.F.R. § 438.206 and with Department requirements for Network Adequacy Standards for Medicaid. Provider acknowledges that:

- i. Alliance shall monitor Network Providers regularly to determine compliance with timely access requirements;
- ii. Alliance shall take corrective action if Provider fails to comply with service availability and wait time standards;
- iii. Provider's cooperation with Alliance's monitoring of compliance with service availability and wait time standards is a requirement of this Contract

d. **No Reject Policy.** Provider shall have a "no-reject policy" for Members within capacity and parameters of their competencies. Provider agrees to accept all referrals meeting criteria for services they provide when there is available capacity.

4. **CARE COORDINATION:** Upon request by Alliance, Provider shall designate qualified care coordination staff to participate in interdisciplinary team meetings facilitated by Alliance that involve Member(s) served under this Contract.



a. Provider shall provide information pertinent to the development of an Individual Service Plan (ISP) for persons with Intellectual or other Developmental Disabilities, and a Person Centered Plan (PCP) for persons with Mental Health or Substance Use Disorder, or shall directly participate in the planning process.

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

5. **CULTURAL COMPETENCE:** The Provider encouraged to participate in the Alliance Cultural Competency Plan. The Provider's Cultural Competence Plan should be consistent with Alliance's most current Cultural Competency Plan, posted at [www.AllianceHealthPlan.org](http://www.AllianceHealthPlan.org). The Provider shall develop procedures for the implementation of systems to evaluate and/or measure adherence to their Cultural Competence Plan, ensure that all staff are trained, and have training available for review by Alliance's Provider Network Department. Cultural competency shall be achieved within the strictures of State and Federal laws, which require equal opportunity in employment and bar illegal employment discrimination on the grounds of race, gender, religion, sexual orientation, gender identity, national origin or disability.

6. **DISCLOSURE:** Provider shall make those disclosures to Alliance as are required to be made to DHB pursuant to 42 C.F.R. § 455.104 and 106 and are required by Alliance's accrediting bodies and the Provider Manual. Alliance will share accrediting body requirements with Provider upon request.

Federal Law prohibits Alliance from contracting with Ineligible Persons, therefore this Contract shall be null and void if Alliance determines that Provider was an Ineligible Person at the execution of this Contract. Provider warrants and represents as of the Effective Date and throughout the term of the Contract and the duration of post expiration or termination transition activities described in this Contract, that none of it, its Principals or any individual or entity it employs or has contracted with to carry out its part of this Contract is an Ineligible Person

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

a. Provider shall maintain all licenses, certifications, accreditations and registrations required for its facilities and staff providing services under the Contract as are required by Controlling Authority and that are sufficient to meet Alliance's network participation requirements pursuant to Alliance's Credentialing and Re-credentialing Policy (the Credentialing and Re-credentialing Policy is subject to amendment based upon Department review and approval, while awaiting approval of its Policy by the Department). Within five (5) days of receipt by Provider of notice of any sanction by any applicable licensing board, certification or registration agency, or accrediting body that affects the ability of Provider to bill Alliance for services, the Provider shall notify Alliance in writing.

b. Provider must notify Alliance of any changes in the status of any information relating to Provider's professional credentials.

c. Provider must be enrolled as a Medicaid provider and active in NC Tracks and satisfy the requirements of 42 C.F.R. §455.410, and is subject to termination of this Contract if such enrollment is not maintained.

d. Provider certifies that at the time of execution of this Contract, that neither Provider, nor any of its staff or employees, or principals is excluded from participation, suspended or debarred by any applicable governmental authority from conducting any business or activities contemplated by this Contract whether under current legal name, DBA or any additional name or former name, including the current or former name of a division, department, program or subsidiary. Within five (5) business days of notification of exclusion of Provider or any of its principals, staff or employees by the U.S. Office of Inspector General, CMS or any State Medicaid program, Provider shall notify Alliance of the exclusion and its plan for compliance.



e. Provider must complete re-credentialing pursuant to Alliance's Credentialing Criteria prior to contract renewal but, in any event, no less than the following time periods:

- i. During the Provider Credentialing Transition Period, no less frequently than every five (5) years;
- ii. After Provider Credentialing Transition Period, no less frequently than every three (3) years.

Failure to meet re-credentialing standards shall be deemed a material breach of this contract and shall result in the termination of this Contract.

f. Provider shall secure and maintain for themselves and their employees commercial general liability and professional liability insurance coverage for claims arising out of events occurring throughout the term of this Contract and any post-expiration or post-termination activities under this Contract in an amount acceptable to Alliance and sufficient to meet worker's compensation coverages as required by applicable State Law. Provider shall notify Alliance on a timely basis of any subsequent changes in status of coverage, as set forth in Appendix D, incorporated herein by reference. Provider shall provide Alliance upon request with certificates of insurance or other evidence of coverage reflecting satisfaction of the foregoing requirements of this paragraph and shall provide Alliance with no less than thirty (30) days advance written notice of any modification, cancellation or termination of their insurance.

g. The Provider shall not bill Alliance and Alliance will not pay:

- i. For any Services provided by Provider during any period of revocation or suspension of required licensure or accreditation of the Provider's approved site or facility;
- ii. For any Services provided by a member of the Provider's staff during any period of revocation or suspension of the staff member's required certification, licensure, or credentialing.

iii. For any services provided by non-credentialed staff or staff not meeting requirements as specified by this Contract, or as specified in the NC Medicaid Plan Clinical Coverage Policies, Alliance Provider Manual, or Mental Health, Developmental Disabilities, and Substance Abuse Service Definitions or other applicable Controlling Authority.

h. Provider certifies that at the time of execution of this Contract, neither Provider, nor any of its staff, Principals, 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 or termination of Provider or any of its staff or employees by the U.S. Office of Inspector General, CMS or any State Medicaid program, Provider shall notify the Alliance of the exclusion or termination and its plan for compliance.

i. Provider, upon written request by Alliance, shall provide written proof of Provider accreditation. Any changes to Provider accreditation shall be immediately reported to Alliance.

8. **EVENT REPORTING AND ABUSE/ NEGLECT/ EXPLOITATION:**

a. Provider shall use best efforts to ensure that Member(s) are not abused, neglected or exploited while in its care.

b. The Provider shall report all events or instances involving abuse, neglect or exploitation of Members as required by Controlling Authority.

c. The Provider 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.

d. Provider shall timely report and comply with applicable Member incident, critical incident and death reporting Laws, regulations and policies and event reporting requirements of Provider's and Alliance's national accreditation organizations. Incidents shall be reported in the manner prescribed and on a form provided by the Secretary of the DHHS. Specifically, Providers are



required to report Level II and Level III incidents, as those terms are defined at 10A NCAC 27G .0602, in the NC Incident Response Improvement System.

e. Alliance shall have the right to conduct its own investigation of any events reported to determine whether any claims were paid in error and to ensure compliance with Controlling Authority by the Provider. The Provider shall cooperate fully with all such investigative efforts. Alliance will provide the Provider 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 applicable federal or state Laws, rules or regulations, the Provider may be required to document and implement a plan of correction. Provider may request reconsideration of a determination that claims were paid in error as outlined in the Provider Manual.

9. **UTILIZATION MANAGEMENT:** The Provider shall comply with the Alliance'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 Members whose services are reimbursed by the I/DD Tailored Plan. The Provider shall provide the Alliance with all necessary clinical information for the Alliance's utilization management process. Provider shall also comply with Alliance's quality management programs, and provider sanctions programs with the proviso that none of these shall override the professional or ethical responsibility of the Provider or interfere with the Provider's ability to provide information or assistance to their patients.

10. **AUDITS, ACCESS AND DOCUMENTATION REQUIREMENTS:**

a. **Oversight Authority:** Provider explicitly acknowledges the authority of US DHHS, including the OIG, CMS, The Department and any of its Divisions, Alliance, and agents of these entities to inspect, monitor and audit Services performed under this Contract and the authority of the Department, Alliance and other State or Federal officials to inspect and audit Provider's financial records.

In accordance with 42 CFR §§ 420.300 – 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, HHS, and their duly authorized representative shall have access to Provider's books, documents, and records until the expiration of four (4) years after the Services are furnished under the contract.

Provider acknowledges that it is subject to audits, investigations, evaluations and post-payment reviews conducted by these entities, including, but not limited to audits and evaluations conducted by Alliance pursuant to 42 C.F.R. §2.53 involving Substance Use Disorder Services and records. Where records are subject to the provisions of 42 CFR § 2.53(b), Alliance agrees, in compliance with applicable Law, to maintain patient identifying information in accordance with the security requirements provided in 42 CFR § 2.16; destroy all patient identifying information upon completion of the audit or evaluation; and when applicable, comply with the limitations on disclosure and use as required by 42 CFR § 2.53 (d).

For all Services being provided pursuant to this Contract, Alliance shall have the right to inspect, examine, and make copies of any and all books, financial documents, accounts, invoices, records of staff who delivered or supervised the delivery of Services to Members, Members' clinical records, and any other clinical or financial items or documents related to the claims submitted for the delivery of Services to Members that Alliance deems necessary to ensure compliance with the Contract.



Provider agrees to cooperate with Alliance in its Oversight and Program Integrity activities and shall take such corrective action as is necessary to comply with State and Federal law and any Accreditation Standards. Provider further agrees to provide timely, accurate, and appropriate data and information to enable Alliance to fulfill applicable accrediting organizations' and Federal and State regulatory filing requirements, provided the disclosure of such information is consistent with applicable State and Federal laws regarding confidentiality. Oversight and Program Integrity activities, including on-site inspections and investigations may occur at any time and do not have to be arranged in advance with Provider.

b. **Medical Records.** Providers shall maintain Member medical records in accordance with 42 CFR §438.208(b)(5) and shall:

- i. Maintain confidentiality of Member medical records and personal information and other health records as required by Law, including without limitation, the Health Insurance Portability and Accountability Act;
- ii. Maintain adequate medical and other health records according to industry and Alliance's standards;
- iii. Make copies of such records available to Alliance and the Department in conjunction with Department's regulation of the BH IDD Tailored Plan. Such records shall be made available and furnished immediately upon request in either paper or electronic form, at no cost to the requesting party; and
- iv. Adhere to the applicable state and federal record retention schedules for each Member served, either in original paper copy or an electronic/digital copy.

Provider shall maintain all documentation and records supporting Member's medical necessity for the Services and shall provide it upon request by Alliance for Program Integrity activities, including but not limited to audits, investigations or post-payment reviews. Alliance may, but is not required to, grant additional time to respond for good cause shown and depending upon the size and scope of the request.

c. **Access to Provider Records.** Provider agrees to provide Alliance access to all books, records, and documents maintained under the Contract during normal business hours so that Alliance may perform its audit obligations, provided that any such access shall be consistent with applicable State and Federal laws and regulations. Provider and Alliance agree that all such documents shall be kept confidential, consistent with applicable State and Federal laws and regulations and Controlling Authority. Provider further agrees that surveys, reviews and/or audits performed by accrediting or regulatory authorities of Provider utilized to confirm operational compliance of or require corrective action by Provider shall be provided to Alliance upon Provider's receipt.

d. **Provider Maintenance of Records.** Provider shall maintain all information and records reviewed or created in the performance of its duties under this Contract pursuant to the requirements of Alliance, Alliance's National Accrediting Body, and in accordance with applicable Controlling Authority. Documentation must support at a minimum the billing diagnosis, the number of units provided and billed, and the standards of the billing code. Provider's obligations to maintain records under this Paragraph shall continue following termination of the Contract.

Provider agrees to maintain necessary records and accounting 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.

Provider 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 Members as required by Controlling Authority. When an audit is in progress or audit findings are unresolved, records shall be kept minimally until all issues are finally resolved.

Provider shall provide specifically denominated clinical or encounter information required by Alliance to meet State and Federal monitoring requirements upon request, except that Alliance may grant additional time to respond for good cause shown and depending upon the size and scope of the request.

e. **Paid Claims Audits.** At a minimum of once every two (2) years, the Provider will participate in an audit of paid claims conducted by Alliance. Any paid claims determined to be out of compliance with Controlling Authority shall require a repayment to Alliance as required by Controlling Authority, subject to all of Participating Provider's right of appeal. Any underpayments to Provider shall require payment by the Alliance. The Provider will receive written documentation of findings within thirty (30) days following the audit. Based upon results of the audit the Provider 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 Alliance as required by Controlling Authority.

Provider agrees that Alliance may use statistically valid sampling and extrapolate audit results in accordance with Controlling Authority.

f. **Data Requests.** Provider shall use best efforts to provide data to Alliance in the implementation of any studies or improvement projects required of Alliance by the Department. Provider and Alliance will mutually agree upon the data to be provided and the format and time frame for provision of the data.

Provider may satisfy any request for information by either paper or electronic/digital means. The requirements of this Contract regarding Records, access, and audit shall survive expiration or termination of this Contract.

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

a. Provider understands that whenever Alliance receives an allegation of fraud, abuse, overutilization or questionable billing practice(s), Alliance is required to provide the NC Medicaid with the provider name, type of provider, source of the complaint, and approximate dollars involved. Provider understands that the Medicaid Investigations Division of the North Carolina Attorney General's Office or DHB, at their discretion, may conduct preliminary or full investigations to evaluate the reported 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 Provider never rendered or for which documentation is absent or inadequate.

b. If Alliance determines Provider has failed to comply with Controlling Authority and has been reimbursed for a claim or a portion of a claim that Alliance determines should be disallowed or is the result of an error or omission, the claim shall be recouped as set forth in the Provider Manual.

c. If Alliance determines Provider has been paid for a claim that was fraudulently billed to Alliance, Alliance may provide thirty (30) days' Notice to the Provider of the intent to recoup funds. Such Notice shall identify the Member(s) name and date(s) of service in question, the specific determination made by Alliance as to each claim, and the requested amount of repayment due to Alliance. Provider shall have thirty (30) days from date of such notification to either request reconsideration in accordance with the Alliance Provider Manual or to remit the invoiced amount.

d. Provider understands and agrees that self-audits are encouraged by Alliance.



12. **FEDERALLY REQUIRED CERTIFICATIONS:** The Provider shall execute and comply with the attached federally required certifications, which shall be incorporated herein in Appendix A as follows:

- a. Environmental Tobacco Smoke – Certification for Contracts, Grants, Loans and Cooperative Agreements,
- b. Lobbying – Certification for Contracts, Grants, Loans and Cooperative Agreements,
- c. Drug-Free Workplace Requirements, and
- d. Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions.

13. **MEMBER GRIEVANCES:**

a. The Provider shall address all clinical concerns of the Member as related to the clinical Services provided to the Member pursuant to this Contract. Provider shall refer any unresolved concerns or requests for Services or provider change to the Alliance. The Provider shall have in place a Complaint and Grievance Process that is documented in written policy or procedures, and shall ensure that said process is accessible to all Members and that said process operates in a fair and impartial fashion.

b. Alliance may receive complaints directly that involve the Provider. If a complaint is received by Alliance, State rules and regulations regarding the investigation and/or mediation of complaints will be followed. Based on the nature of the complaint, Alliance may choose to investigate the complaint, as authorized by Controlling Authority, in order to determine its validity. Provider is required to cooperate fully with all investigative requests as required by Controlling Authority.

c. Alliance will maintain documentation on all follow up and findings of any complaint investigation. The Provider will be provided a written summary of Alliance's findings.

d. During an investigation, if any issues are cited as out of compliance with this Contract or Controlling Authority, the Provider may be required to document and implement a plan of correction as required by Controlling Authority. The Provider will maintain a system to receive and respond timely to complaints received regarding the Provider. The Provider will maintain documentation on the complaint to include, at a minimum, date received, points of complaint, resolution/follow up provided, and date complaint resolved and will provide this documentation to Alliance upon request.

14. **CONTINUITY OF CARE AND ALLIANCE MEMBER CARE MONITORING:**

a. Continuity of care is expected for all Recipients served under this Contract. Provider shall obtain appropriate client authorizations and consents to release or exchange information. The Provider shall participate in team meetings and/or community collaborations and communicate regularly with other Providers regarding mutual cases. A pattern of failure to coordinate services in a timely manner, without demonstrated corrections may be deemed a material breach of this Contract and result in Contract termination for cause.

b. Provider shall provide information pertinent to the development of an Individual Service Plan (ISP) for persons with Intellectual or other Developmental Disabilities, and a Person Centered Plan (PCP) for persons with Mental Health or Substance Use Disorder, or shall directly participate in the planning process. Provider shall also allow appropriately credentialed Alliance staff direct access to any Member, if requested by Member, determined to be clinically appropriate by the Member's treating Provider, and requested in advance by Alliance.

c. Providers of Residential Substance Use Disorder treatment services are required to provide medication assisted treatment (MAT) on-site or refer the Member to an in-network MAT Provider.

d. Provider shall coordinate the discharge of Members with Alliance to ensure that appropriate post-discharge services are arranged and to link Member with other qualified providers or community assistance for continuity of care. For purposes of this Contract, discharge is



considered any termination of service from the Provider, whether initiated by the Provider, the Member, Alliance, or the Department. The Provider shall notify Alliance of termination of service within seven (7) days of the termination or planned discharge. Provider shall endeavor to provide at least twenty-four (24) hours prior notice to Alliance of the intended date and time of any discharge of a Member. Provider shall work and cooperate with the Alliance on coordination of care for any continuing services.

e. Provider must notify Alliance of any Member discharged from a high acuity clinical setting.

f. Alliance understands the importance of Member-Provider matching and that problems or incompatibilities can arise in the therapeutic relationship. Nevertheless, Provider shall, with the consent of the Member, collaborate with Member, Member's family members, and Alliance to assure continuity of care and that there is no disruption of service. Alliance will work collaboratively with the Provider to resolve any problem(s) of continuity of care or in transferring the Member to another provider.

15. **PROPRIETARY INFORMATION AND INTELLECTUAL PROPERTY:** Any documents, reports, or other products, with the exception of any and all proprietary business papers and documents, developed in connection with the performance of the Contract, shall be in the public domain and shall not be copyrighted or marketed for profit by the Provider, Alliance, any individual, or other entity; provided, however, that medical records, business records, and any other records related to the provision of care to and billing of Members' Services shall not be in the public domain. Alliance shall publish the name of Provider or Provider group in its provider directory. Provider authorizes such publication and consents to the use of its name, demographics, including practice specialties, phone numbers and addresses, in the Alliance provider directory listings for distribution to Alliance Enrollees.

16. **E-VERIFY:** Provider shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Provider utilizes a subcontractor, Provider shall require the subcontractor to comply.

17. **INDEMNIFICATION:** Neither the Department nor Alliance, its officers, and employees shall be liable for, any liabilities, obligations, claims, damages, (including but not limited to any civil or criminal penalties, and the repayment of any funds which an audit might disclose are due to be repaid to the State or Federal government or to the agencies of either), litigation costs and expenses imposed on, incurred by or asserted against Alliance, its officers or employees thereof for any reason whatsoever arising out of the Provider's wrongful actions or wrongful omissions in connection with the performance of the Contract.

Each Party will be liable for its own actions and / or omissions relative to any and all claims, losses, liabilities, damages, costs, and other expenses, including reasonable attorney's fees and consequential, special, incidental, indirect, exemplary, and punitive damages, that are incurred by either Party, arising out of any third party claim alleging: (i) material breach of any obligation set forth in this Contract or (ii) any negligent or more culpable act or omission of either Party in connection with the performance of its obligations under this this Contract. Nothing in this Contract prohibits either party from bringing an action for indemnity or contribution as allowed under North Carolina statutes and common law.

18. **PROVIDER'S RESPONSIBILITY FOR QUALITY ASSURANCE AND QUALITY IMPROVEMENT:** Provider shall comply with NC Department of Health Service Regulation – Office of Emergency Medical Services regulations and criteria and participate in Alliance's Quality Management Plan and, as a result of that participation, provide necessary performance data and cooperate with and



participate in Quality Improvement projects and activities including but not limited to participation in the administration of surveys.

Provider will create a current Quality Improvement Plan (QI). Implementation of this plan will be reviewed during the Provider's monitoring reviews. Revisions/ updates to the Provider's QI shall be submitted to Alliance at the time of the Provider's implementation of the revised plan. Based upon information provided to the Provider by Alliance, the Provider will develop interventions to address needed areas of improvement and ensure that interventions are implemented and monitored for their level of effectiveness

Upon request, Provider shall cooperate fully with any investigation of Provider conducted by any Alliance department and particularly by the Quality Management Department and Provider Network Operations. Such cooperation shall include prompt and full response to Alliance. Participating Provider reserves all of its legal, equitable and constitutional rights hereunder.

### **ARTICLE III: OBLIGATIONS OF ALLIANCE**

1. **REIMBURSEMENT:**

- a. Alliance shall timely reimburse Provider for duly authorized Services provided to Members and billed, contingent upon receipt of timely payments from the Department, according to the terms and conditions outlined in Article IV of this Contract and the Provider Manual.
- b. Alliance shall advise the Provider of any change in funding patterns that would affect reimbursement to the Provider based on availability of the various types of funds.
- c. All payments for Services to Providers shall be subject to review and audit for their conformity with applicable state and federal laws, rules and regulations and requirements contained in this Contract and the Provider Manual.
- d. Alliance may use different reimbursement methodologies or reimburse at amounts for different specialties or for different practitioners in the same specialty; and will establish measures that are designed to maintain quality of services and control cost consistent with its responsibilities to Recipients.
- e. Alliance may establish rates specific to a Provider, as Alliance determines necessary and appropriate. Alliance may offer different rates to different providers offering the same services according to Alliance's established reimbursement plan with criteria, such as paying enhanced rates for evidence-based practices or for positive outcomes.
- f. Alliance shall deny claims in the event and to the extent the claim is incomplete, does not conform to the applicable service authorization, or is otherwise incorrect. Any denied claims billed shall be returned to the Provider with an explanation for the denial.
- g. For State Owned and Operated Facilities, Alliance shall reimburse facilities that are State-owned and operated by the Division of State Operated Healthcare Facilities according to the rates established by the Department.

2. **DATA TO PROVIDER:** Alliance shall provide data to the Provider related to delivery of Services under this Contract such as:

- a. Performance feedback reports or information to the provider, if compensation is related to efficiency criteria;
- b. Information on benefit exclusions, where applicable;
- c. Administrative and utilization management requirements;



- d. Credential verification programs;
- e. Quality assessment programs; and
- f. Provider sanction policies.

Notification of changes in these requirements shall also be provided by Alliance on the Alliance website, in advance of the effective date of any changes in order to allow Providers time to comply with such changes.

3. **REFERRALS TO PROVIDER:** Provider will be included on a list of Providers available on the Alliance website and offered to Members who call the Alliance Access and Information Center for referral. Alliance reserves the right to suspend referrals to Provider in its reasonable discretion and to refer Members to other Providers. No referrals or authorizations are guaranteed to take place under this Contract. Provider shall have a “no-reject policy” for referrals within capacity and parameters of their competencies. Provider agrees to accept all referrals meeting criteria for services they provide when there is available capacity.

4. **UTILIZATION MONITORING:** Alliance shall monitor and review service utilization data related to the Provider and the Alliance Provider Network to ensure that services are being provided in a manner consistent with Controlling Authority.

5. **QUALITY ASSURANCE AND QUALITY IMPROVEMENT:** Alliance shall establish a written program for Quality Assessment and Performance Improvement in accordance with 42 CFR § 438.240 that shall include Members, family members and providers through a Global Quality Assurance Committee. Provider shall participate in the compliance process and the Alliance Network continuous quality improvement process. Alliance shall also:

- a. Provide Provider with a copy of the current program and any subsequent changes within thirty (30) days of changes to the Global Quality Assurance Plan.
- b. Measure the performance of Provider 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 Provider.
- c. Measure Provider performance through medical record audits and clinical outcomes agreed upon by both Parties.
- d. Monitor the quality and appropriateness of care furnished to Members.
- e. Provide performance feedback to Providers including clinical standards and Alliance expectations.
- f. Follow up with Provider concerning grievances reported to Alliance by Members.

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

- a. Alliance shall ensure coordination of care and shall ensure that Tailored Care Management is available to all BH I/DD Tailored Plan members as set forth in Attachment I, regardless of geography, continuously throughout their enrollment, unless they are receiving duplicative Care Management services.
- b. Alliance shall offer three (3) approaches to delivering Tailored Plan Care Management and shall adhere to the Program Requirements for each as set forth in the following Attachments, which are incorporated into this Contract by reference:
  - i. Advanced Medical Home (AMH+) Practices, as set forth in Attachment E – Advanced Medical Home Program Requirements for Medicaid and NC Health Choice



Members; and

- ii. Care Management Agency (CMA), as set forth in:
  - (a) Attachment F -- Pregnancy Management Program Requirements for Medicaid and NC Health Choice Members; and
  - (b) Attachment G -- Care Management for High-Risk Pregnancy Program Requirements for Medicaid and NC Health Choice Members; and
  - (c) Attachment H -- Care Management for At-Risk Children Program Requirements for Medicaid and NC Health Choice Member; and
- iii. BH I/DD Tailored Plan-based Care Managers.
- c. Alliance shall coordinate the discharge of Members with Provider to ensure that appropriate services have been arranged following discharge and to link Member with other providers or community assistance.
- d. Alliance shall provide follow up activities to high risk Members discharged from twenty-four (24) hour care.
- e. If a Member requires medically necessary services, Alliance shall arrange for Medicaid-reimbursable services for the Member.

7. **AUTHORIZATION OF SERVICES:**

- a. Except for Emergency Services or where prior authorization is not required by the Provider Manual, Providers shall obtain prior authorization for Covered Services in accordance with the Provider Manual. Except where not permitted by Laws or Program Requirements, Alliance may deny payment for Covered Services where a Provider fails to meet Alliance's requirements for prior authorization.
- b. Alliance shall determine whether Medical Necessity exists for those Services requiring prior authorization.
- c. Alliance shall comply with the grievance and appeal requirements set forth in 42 CFR Part 438 and N.C. Gen. Stat. Chapter 108D.

**ARTICLE IV: BILLING AND REIMBURSEMENT**

1. Except for Emergency Services, Provider must verify the Member's Medicaid coverage in accordance with the Provider Manual prior to providing Covered Services or submitting claims to Alliance. Except for Emergency Services, Provider shall offer to assist any Member(s) who the Provider reasonably believes meet Medicaid eligibility requirements in applying for Medicaid. Alliance provides Member eligibility information through Alliance's provider website and other means.

For Emergency Services, Providers shall verify Member eligibility no later than the next business day after the Member is stabilized or the Provider learning the individual may be a Member, whichever is later. Members' eligibility status is subject to retroactive disenrollment, and Alliance may, unless prohibited by Laws and Program Requirements, recoup payments for items or services provided to such individuals after the effective date of disenrollment even if such items and services were authorized by Alliance.

2. Provider shall comply with all terms of this Contract even though a third party agent may be involved in billing the claims to the Alliance. It is a 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.



3. Provider acknowledges that this Contract allows Provider to bill Alliance only for those Medicaid-reimbursable Covered Services specifically identified in Attachment A and the Provider's credentialing approval letter that are medically necessary and provided to eligible Members at approved sites.

4. Provider understands and acknowledges there are circumstances that may cause a Member to be disenrolled from or by the BH I/DD Tailored Plan. If the disenrollment arises from Member's loss of Medicaid eligibility, Alliance 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, Alliance shall be responsible for claims for Member up to the effective 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.

5. The Allowed Amount for Ambulance Covered Services is 100% of the amount payable based on the Medicaid Managed Care Ambulance Fee Schedule set forth by the North Carolina Division of Health Benefits ("NCDHB") at the date of service. For non-Ambulance Covered Services, Alliance will pay the Provider the lesser of the Provider's current usual and customary charges or Alliance's established rate for Services. Provider understands and agrees that reimbursement rates paid under this Contract are established by Alliance. Alliance reserves the right to establish its own rates as permitted under its Contract with the Department. The reimbursement rate can be revised unilaterally by the Department at any time. Alliance shall communicate any changes to reimbursement rates via publication on the Alliance website and electronic newsletter at least thirty (30) days prior to such change. Should rates change during the Contract period, Provider may elect to accept the revised rate or terminate the Contract.

**FOR PUBLIC AMBULANCE PROVIDERS:** The allowed amount for ambulance Covered Services is 100% of the amount payable based on the Medicaid Managed Care Ambulance Fee Schedule set forth by the North Carolina Division of Health Benefits ("NCDHB") at the date of service.

(a) The BH I/DD Tailored Plan shall negotiate base reimbursement amounts to in-network public ambulance providers no lower than rates paid to non-public providers for similar services.

(b) In addition to base reimbursements, the BH I/DD Tailored Plan shall make additional utilization-based payments to in-network public ambulance providers for Medicaid members only, (not NC Health Choice beneficiaries) as defined by the Department and as allowed under 42 C.F.R. § 438.6(c)(1)(iii)(B)).

(c) The BH I/DD Tailored Plan shall pay the negotiated base reimbursement to in-network public ambulance providers, which will serve as payment in full for NC Health Choice.

6. Alliance follows the Department's guidelines regarding modifiers and only reimburses modifiers reimbursed by North Carolina Medicaid. Alliance may apply current North Carolina Medicaid payment rules, policies and guidelines related to Provider's claims. In accordance with DHHS Policy, where applicable Alliance will comply with payment requirements to reimburse providers no less than one-hundred percent (100%) of any applicable rate floor, as set forth in Attachment C and the Provider Manual. However, when contracting with Indian Health Care Providers, Alliance will adhere to requirements set forth in Attachment D for Indian Health Care Providers.

Behavioral Healthcare Providers will be reimbursed in accordance with the Alliance fee schedule published at [Document Library - Alliance Health \(alliancehealthplan.org\)](https://alliancehealthplan.org/document-library).

Outpatient Specialized Therapies (Speech Therapy, Occupational Therapy, Physical Therapy, Respiratory Therapy) will be reimbursed in accordance with the rate schedule published at [https://ncdhhs.servicenow.com/fee\\_schedules](https://ncdhhs.servicenow.com/fee_schedules).

7. **SUBMISSION AND PAYMENT OF CLAIMS:**



The Provider shall submit all claims for processing and Alliance shall process and pay claims in accordance with the terms set forth in Attachments B and C, which are attached hereto and incorporated herein. Participating Providers shall not submit claim or encounter data for services covered by the Alliance Tailored Plan directly to the Department.

- a. If Alliance denies payment of a claim, Alliance shall provide Provider the ability to electronically access the specific denial reason.
- b. Status of a claim shall be available within five to seven (5-7) days of Alliance's receipt of the claim.
- c. Alliance is not limited to approving a claim in full or requesting additional information for the entire claim. Rather, as appropriate, Alliance may approve a claim in part, deny a claim in part, and/or request additional information for only a part of the claim.
- d. Alliance will not reimburse Provider for services provided by staff not meeting licensure, certification or accreditation requirements.
- e. Provider agrees to send 837 HIPAA compliant transactions and to receive 835 Remittances or to participate in Alliance's web based billing process.
- f. 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 Alliance's secure web based billing system. Provider will notify Alliance if electronic submission is not possible for a particular claim, and the Parties will work cooperatively to facilitate manual submission of the claim if necessary.
- g. Provider's claims shall be compliant with the National Correct Coding Initiative effective on the date of service.
- h. Both Parties shall be compliant with the requirements of the National Uniform Billing Committee.
- i. Provider may submit claims beyond one-hundred-eighty (180) days in instances where the Member has been retroactively enrolled in the NC Medicaid Program or in the BH I/DD Tailored Plan, or where the Member has primary insurance which has not yet paid or denied its claim. In such instances, Provider should bill Alliance within thirty (30) days of receipt of notice by the Provider of the Member's eligibility, or within ninety (90) days of final action (including payment or denial) by the primary insurance or Medicare or the date of service or discharge (whichever is later).
- j. If Provider delays submission of the claims due to the coordination of benefits, subrogation of benefits or the determination of eligibility for benefits for the Member, Provider should submit such claims within thirty (30) days of the date of the notice of determination of coverage or payment by the third party.
- k. If a claim is denied, and the Provider wishes to resubmit the denied claim with additional information, Provider must resubmit the claim within ninety (90) days after Provider's receipt of the denial. If the Provider needs more than ninety (90) days to resubmit a denied claim, Provider must request and receive an extension from Alliance before the expiration of the ninety (90) day deadline, such extension not to be unreasonably withheld.
- l. All claims shall be adjudicated as outlined in the Alliance Provider Manual.
- m. Diagnosis submitted on claims must be consistent with the service provided.
- n. 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.
- o. Alliance shall not reimburse Provider for "never events" as that term is defined by the Centers for Medicare and Medicaid Services (CMS).
- p. Provider shall not require co-pays, deductibles, or other forms of cost sharing for Covered BH, I/DD and TBI Services delivered to Medicaid and NC Health Choice Members



under the Contract or charge Members or bill Alliance for missed appointments. For other Covered Services, Provider shall adhere to the Medicaid Managed Care Cost Sharing amounts established by the Department and available on the Alliance website at [www.alliancehealthplan.org/TP](http://www.alliancehealthplan.org/TP) (Website Active on 12/01/2022).

q. Provider shall comply with the requirements of 42 C.F.R. §438.3(g) including, but not limited to, the identification of provider-preventable conditions as a condition of payment, and appropriate reporting to Alliance.

r. Provider shall have policies and procedures that recognize and accept Medicaid as the payer of last resort.

8. **THIRD PARTY REIMBURSEMENT:**

a. Provider shall comply with N.C.G.S. § 122C-146, which requires the Provider and Alliance to make every reasonable effort to collect payments from third party payers. Each time a Member receives services Provider shall determine if the Member has third party coverage that covers the service provided. Provider shall report any third party coverage to the appropriate county Department of Social Services (DSS) within five (5) days of obtaining the information from a source other than DSS. Provider shall report any change in county of residence to Alliance.

b. Provider is required to bill all applicable third party payers prior to billing Alliance.

i. Medicaid benefits payable through Alliance 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 beneficiaries.

ii. Alliance 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 Alliance.

iii. Alliance does not make a secondary payment if the Provider is either obligated to accept, or voluntarily accepts, as full payment, a primary payment that is less than its charges.

iv. If Provider or Member receives a reduced primary payment because of failure to file a proper claim with the primary payer, Alliance's 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. Provider must inform Alliance that a reduced payment was made, and the amount that would have been paid if a proper claim had been filed.

c. Provider shall bill Alliance for third party co-pays and/or deductibles only as permitted by Controlling Authority.

d. **Insurance.** If the Member has third party insurance for the services requested, but Provider does not have paneled staff, Provider must refer the Member to an eligible Network Provider or contact Alliance's Access Call Center for assistance in locating an eligible Network Provider. Alliance will not reimburse Provider for Covered Services provided to a Member with third party coverage by Provider's non-paneled staff. The third party payor reimbursement or denial information must be indicated on the claim submitted to Alliance. Claims submitted without third party information will be denied.

e. **Medicare.** If the Member has Medicare coverage for the services requested, but Provider does not have paneled staff, Provider must refer the Member to an eligible Network Provider or contact Alliance's Access Call Center for assistance in locating an eligible Network Provider. Alliance will not reimburse Provider for covered services provided to a recipient with Medicare coverage by Provider's non-paneled staff. Medicare reimbursement or denial information must be indicated on the claim submitted to Alliance. Medicaid claims submitted without Medicare information will be denied.



9. **FINANCIAL RECORDS**: Provider shall maintain detailed records of the administrative costs and expenses incurred pursuant to this Contract, including provision of Services and all relevant information relating to individual Members for the purpose of audit and evaluation by DHB and other Federal or State personnel. Records shall be maintained by Provider in accordance with APSM 10-3 and/or DHHS Records Retention and Disposition Schedule for Grants. When records are subject to two or more sets of standards, records must be retained for the longest period identified. All records must be retained if there is a reason to believe that they may be subject to an audit, investigation, or litigation. All costs associated with this Contract and shared with other Provider activities, whether contracted by Alliance or otherwise, shall be auditable.

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***Signature Page Between:***

**Alliance Health**

**and**

**COUNTY OF DUPLIN DBA Duplin County Emergency Medical Services**

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

**COUNTY OF DUPLIN DBA Duplin County  
Emergency Medical Services**

Sign: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Tax ID: 56-6000296

**Alliance Health**

Sign: \_\_\_\_\_

Name: Sara Wilson,

Title: COS or Designee

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

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

By: \_\_\_\_\_

Title: Alliance Health Finance Officer or Designee

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

**REQUIRED ATTACHMENTS/APPENDICES:** This Contract consists of this master document and the following Appendices and Attachments, all of which are incorporated herein by reference:

**Appendix A Consolidated Federal Certifications and Disclosures**

**Appendix D Insurance Requirements**

**Appendix E Electronic Provider Portal Access/ User Addendum**

**Attachment A Contracted Site and Services Codes**

**Attachment B NC Medicaid Required Contract Terms**

**Attachment C Providers Subject to Rate Floors and/or Other Payment Directives**

**Attachment J Medicaid Direct Required Provider Contract Terms**





## APPENDIX A: CONSOLIDATED FEDERAL CERTIFICATIONS AND DISCLOSURES

The undersigned states that:

- (a) He or she is the duly authorized representative of the Provider named below;
- (b) He or she is authorized to make, and does hereby make, the following certifications on behalf of the Provider, as set out herein:
  - The Certification Regarding Nondiscrimination;
  - The Certification Regarding Drug-Free Workplace Requirements;
  - The Certification Regarding Environmental Tobacco Smoke;
  - The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
  - The Certification Regarding Lobbying;
- (c) He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the Contracted Services will be performed;
- (d) [Check the applicable statement]
  - ☐ He or she **has completed a Disclosure of Lobbying Activities** because the Provider **has made, or has an agreement to make**, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;
  - OR**
  - ☐ He or she **has not completed a Disclosure of Lobbying Activities** because the Provider **has not made, and has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
- (e) The Provider shall require its subcontractors, if any, to make the same certifications and disclosure.



**Signature**

**Title**

**COUNTY OF DUPLIN DBA Duplin County Emergency Medical Services**

**Date**

**[This Certification Must Be Signed by the Same Individual Who Signed the Contract Execution Page]**

### **I. Certification Regarding Nondiscrimination**

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

### **II. Certification Regarding Drug-Free Workplace Requirements**

1. The Provider certifies that it will provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Provider's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - b. Establishing a drug-free awareness program to inform employees about:
    - i. The dangers of drug abuse in the workplace;
    - ii. The Provider's policy of maintaining a drug-free workplace;
    - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;



- c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
- d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
  - i. Abide by the terms of the statement; and
  - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;
- f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
  - i. Taking appropriate personnel action against such an employee, up to and including termination; or
  - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. The sites for the performance of work done in connection with the specific agreement are listed in Attachment A.

3. Provider will inform the LME/MCO of any additional sites for performance of work under this Contract per the terms of the Contract.

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

### **III. Certification Regarding Environmental Tobacco Smoke**

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education,



or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

**Provider certifies** that it will comply with the requirements of the Act. The Provider further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

**IV. Certification Regarding Debarment, Suspension, Ineligibility and  
Voluntary Exclusion Lower Tier Covered Transactions Instructions**  
[The phrase "prospective lower tier participant" means the Provider.]

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

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

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

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and 45 CFR Part 75. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

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

6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary



Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

#### **Certification**

1. **The prospective lower tier participant certifies**, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### **V. Certification Regarding Lobbying**

**Provider certifies**, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of



Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

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## APPENDIX D: INSURANCE REQUIREMENTS

**INSURANCE:** The Provider 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. Should any of the described policies be reduced or canceled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Any loss of insurance shall be the basis of a payback to Alliance for services billed during this period and may result in the termination of this Contract. Provider shall provide Alliance upon request with certificates of insurance or other evidence of coverage reflecting satisfaction of the foregoing requirements of this paragraph and shall provide Alliance with no less than thirty (30) days advance written notice of any modification, cancellation or termination of their insurance. All insurance requirements of this Contract must be fully met unless specifically waived in writing by Alliance. The Provider shall purchase and maintain the following minimum coverage:

- a. Professional Liability: Professional Liability Insurance protecting the Provider 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.
- b. Comprehensive General Liability: Bodily Injury and Property Damage Liability Insurance protecting the Provider 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.
- c. Automobile Liability: If Provider transports Enrollees, 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.
- d. Workers' Compensation and Occupational Disease Insurance, Employer's Liability Insurance: Workers' Compensation and Occupational Disease Insurance as required by the statutes of the State of North Carolina. And 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.
- e. 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.
- f. Any Provider utilizing any model for self-directing Innovations services and/or Agency With Choice services for Innovations enrollees shall carry Workers Compensation Insurance in accordance with the requirements of the DHB and Alliance Tailored Plan Contract and Innovations Waiver §1915(c) rules.



- g. Provider shall:
- i. Submit new Certificate of Insurance (COI) no later than ten (10) business days after the expiration of any listed policy to ensure documentation of continual coverage without demand by Alliance;
  - ii. Notify Alliance in writing at least thirty (30) calendar days' before any coverage is suspended, voided, canceled or reduced;
  - iii. Provide evidence to Alliance of continual coverage at the levels stated above within two (2) business days if Provider changes insurance carriers during the Term of the Contract, including tail coverage as required for continual coverage; and
  - iv. Notify the Alliance in writing within two (2) business days of knowledge or notice of a claim, suit, criminal or administrative proceeding against Provider and/or Practitioner relating to the quality of services provided under this Contract. Upon notification, Alliance, 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
  - v. All insurance requirements of this Contract shall be fully met unless specifically waived in writing by both Alliance and Provider.

In accordance with NC law, Provider may self-insure provided that Provider's Self-Insurance program is currently licensed/approved 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. Evidence of such self-Insurance may be submitted to Alliance for review and approval in lieu of some or all of the insurance requirements above.

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## **APPENDIX E: ELECTRONIC PROVIDER PORTAL ACCESS/ USER ADDENDUM**

This Electronic Provider Portal Access/ User Addendum ("Agreement"), is made and entered as of the Effective Date of the Network Participating Provider Agreement by and between Alliance Health, (hereinafter "Alliance") and the Provider (hereinafter "Provider") named in the Network Participating Provider Agreement.

### **WITNESSETH:**

WHEREAS, this Agreement is ancillary to the Network Participating Provider Agreement ("Contract") executed between the Parties, and the terms of the Contract are fully incorporated herein;

WHEREAS, any capitalized term not otherwise defined in this Agreement shall have the same meaning and definitions as set forth in the Contract;

WHEREAS, Alliance engages in the electronic transmission of data through use of Secured Technology Platforms ("Platforms") that include the Alliance Claims System (ACS) and Jiva platforms. Both ACS and Jiva maintain Provider Portals that allow access to a database of sensitive information, which is confidential by law, regulation, or policy, or which is proprietary in nature (collectively, the "Data"). These Provider Portals are accessed by login credentials including as unique User Identifications ("User ID") and password;

WHEREAS, Provider desires to enter into an Agreement with Alliance to obtain access to Data within the Platforms utilized by Alliance, including ACS and Jiva Provider Portals for treatment, payment, or healthcare operations purposes that are related to Provider's obligations under the Contract;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, Alliance and Provider (hereinafter individually referred to as a "Party" and collectively as "Parties") agree to the following terms, obligations, and conditions, which are incorporated into and form a part of the Contract to which they are attached:

### **ARTICLE I: RIGHTS AND OBLIGATIONS OF ALLIANCE**

- 1.1 Provision of Access. Subject to Provider's compliance with the obligations set forth in this Agreement, Alliance agrees to provide Provider with one or more User IDs for Provider and its authorized employees, agents, and subcontractors (collectively, "Agents") to access certain Data residing in the Platforms such as the Alliance Claims System (ACS) and Jiva system databases that relates to the individuals receiving MH/DD/SA services from Provider pursuant to the Contract.



- 1.2 Access to Secured Technology Platforms. Alliance shall use its best efforts to facilitate Provider's access to Platforms, including the Alliance Claims System (ACS) and Jiva systems; however, Provider acknowledges and agrees that its access to the Platforms and the Data shall be limited by and subject to scheduled computer system downtime and unanticipated software and hardware maintenance issues.
- 1.3 No Warranty. ALLIANCE EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, CONCERNING THE OPERATION OF ALLIANCE CLAIMS SYSTEM (ACS) AND JIVA AND THE ACCURACY AND COMPLETENESS OF THE DATA MAINTAINED IN THE ALLIANCE CLAIMS SYSTEM (ACS) AND JIVA DATABASES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF TITLE, OR MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.
- 1.4 Costs. Alliance shall not charge Provider or its Agents for access to the Platforms, including Alliance Claims System (ACS) or Jiva systems unless charges are imposed upon Alliance by ACS, Wellsky Corporation or Jiva, ZeOmega or any other third party for such access. In such event, Alliance shall provide thirty (30) days' written notice of the intent to impose an access fee.
- 1.5 Expense Reimbursement. Alliance shall not be liable to Provider or any agent for any expenses paid or incurred by Provider or any agent in connection with the Provider's or Agents' access to the Platforms, including, the Alliance Claims System (ACS) and Jiva systems.
- 1.6 Periodic Review. Periodically a Platform report may be run by Alliance to identify User IDs that have not logged into the Provider Portals for ninety (90) days. User IDs identified as not having accessed the Platforms within the last ninety (90) days may be made inactive. Provider must contact Alliance to request that User IDs be reactivated.

## **ARTICLE II: RIGHTS AND OBLIGATIONS OF PROVIDER**

- 2.1 Account Management.
- a. Provider shall determine which of its Agents shall need a User ID for access to the Platforms, which access shall be only for purposes related to Provider's obligations under the Contract.
  - b. Provider shall successfully complete and ensure that all Agents have successfully completed training on the Provider Portals before Alliance will issue a User ID.
  - c. Provider shall ensure that each Agent: Understands and complies with the terms of this Agreement; protects his or her User ID and password from disclosure; and does not share the assigned User ID and password with any other person.
  - d. Provider shall request issuance of User IDs for its Agents by completing the Provider Portal Access and Deactivation Request form located on the Alliance website.
  - e. Provider shall notify the Alliance Helpdesk to terminate or disable an Agent's User ID within one business day from the occurrence of any termination of employment, contract, or subcontract between Provider and such Agent, or upon the extended leave of an Agent for more than ninety (90) days, or at least five (5) business days prior to cessation of all or any part of Provider's business operations.
  - f. Alliance will periodically generate a list of Provider's Agents with User IDs, and Provider will confirm with Alliance whether the User IDs are to remain active within five (5) business days of Providers' receipt of the list, in accordance with the instructions provided by Alliance. Provider shall maintain records of User IDs for a period of six (6) years from the date of termination of an Agent's User ID.
  - g. Provider shall ensure that it and its Agents shall access only minimally necessary information in the Provider Portals as needed for the fulfillment of Provider's obligations under the Contract as those obligations directly relate to individuals receiving services from Provider pursuant to the Contract.



- h. Provider shall ensure that it and its Agents shall not corrupt any Data in the Provider Portals and shall not damage or sabotage any Data or the Platforms.
- i. Provider shall identify a security contact within its organization for Alliance to contact regarding any User ID issued under this Agreement. The security contact must be able to validate which of Provider's Agents shall have a User ID. Provider shall notify Alliance of any changes to the security contact within one (1) business day of such change.

2.2 Title to Intellectual Property. Provider understands, acknowledges, and agrees that title, rights, and interest in and to the Alliance Claims System (ACS) and Jiva software and Data and other intellectual property shall be vested in Alliance and/or in ACS and Jiva or other third parties and shall not be vested in Provider or any Agent.

2.3 Suspension of Connectivity. Provider understands, acknowledges and agrees that in the event of any incidents that Alliance determines in good faith present an unacceptably high risk to the Alliance information systems infrastructure, including, but not limited to, any Alliance data and information, that Alliance shall notify, and shall have the right to immediately suspend Provider's electronic access to the Alliance network and data until Alliance determines that the risk has been acceptably mitigated. Provider further understands, acknowledges and agrees that in the event that access is suspended, Alliance will not be liable for any losses resulting from Provider's loss of electronics access to Alliance's network and data.

### **ARTICLE III: TERM AND TERMINATION**

3.1 Effective Date and Term. This Agreement shall become effective upon complete execution of the Network Participating Provider Contract and this Agreement by all Parties and shall continue thereafter until termination or expiration of the Contract or until termination of this Agreement as set forth herein, whichever is earlier.

3.2 General. Termination or suspension of Provider Portal access under the terms set forth below shall not form the basis of any claim for loss of anticipated profits by either Party. The rights and remedies provided in this Article III shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

3.3 Voluntary Termination. A voluntary termination of the Contract shall automatically result in a simultaneous voluntary termination of this Agreement and its accompanying access. This Agreement may be voluntarily terminated at any time upon the mutual consent of both Parties.

3.4 Involuntary Termination; Suspension of Access. Alliance may immediately, without prior notice, suspend Provider's and all or some associated Agents' User IDs, or terminate the Contract and this Agreement, if Alliance determines, in its sole discretion, that:

- a. Provider or any Agent has breached a material term of this Agreement, or of the Contract between Alliance and Provider;
- b. Alliance is no longer utilizing the Provider Portals on the Alliance Claims System (ACS) or Jiva platforms;
- c. Provider's Contract with Alliance is terminated or expired;
- d. Provider or any Agent has shared its login with any person, even if such person is another Agent of Provider;
- e. Provider or any Agent has abused or sabotaged the Alliance Claims System (ACS) and/or Jiva platform or corrupted any data within the Alliance Claims System (ACS) or Jiva database;
- f. Provider fails to timely provide and/or satisfactorily perform any requirement under this Agreement, including, but not limited to, timely submission of User ID deactivation requests, or required reports, records, or documentation;



- g. Provider or an Agent is not compliant with federal or state confidentiality laws, rules, or regulations;
- h. Provider has dissolved or ceased operations; or
- i. Provider has been convicted of any felony, or of any crime involving health care.

3.5 Opportunity to Cure Not Required. Upon a determination that Provider meets a condition specified in Section 3.4, Alliance may, but is not required to, offer Provider the opportunity to cure by providing Provider with written notice of the material breach, specifying the breach and requiring it to be remedied within, in the absence of greater or lesser specification of time, fifteen (15) calendar days from the date of the notice; and if the breach is not timely cured, Alliance may terminate the Contract and this Agreement effective upon written notice of termination. If Provider and or its Agent(s) breaches any provision of this Agreement, Alliance shall have the right to withhold any payments due to Provider under any contract or agreement with Alliance, including but not limited to the Contract, until such breach has been fully cured.

3.6 Effect of Termination or Expiration. Upon termination or expiration of the Contract or of this Agreement pursuant to this Article III, Alliance shall disable any User IDs provided to Provider. In the event that Alliance terminates the Contract or suspends or terminates this Agreement in whole or in part pursuant to Section 3.4, Alliance may: (1) deduct any and all expenses incurred by Alliance for damages caused by the Provider and/or Agent's breach; and/or (2) pursue any of its remedies at law or in equity, or both, including damages, injunctive relief, and specific performance.

3.7 Incorporation of Recitals. The recitals set forth above are an integral part of this Agreement and shall have the same contractual significance as any other language herein.

#### **SIGNATURE PAGE**

**IN WITNESS WHEREOF, each Party intends this ELECTRONIC PROVIDER PORTAL ACCESS/ USER ADDENDUM to be under seal and has caused it to be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument, as the act of said Party. Each individual electronically signing below certifies that he or she has been granted the authority to bind said Party to the terms of this Contract and any attachments, appendices, schedules or exhibits thereto.**

By: \_\_\_\_\_  
Provider DULY AUTHORIZED OFFICIAL

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Alliance Health:**

By: \_\_\_\_\_  
Sara Wilson, Chief of Staff or Designee

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





## **ATTACHMENT A: CONTRACTED SITES AND SERVICES CODES**

### **COUNTY OF DUPLIN DBA Duplin County Emergency Medical Services**

- **Additional required contracting documents will be collected from the provider prior to designating provider as “Active Status” in the Alliance billing and authorization system (ACS).**
- **Site and service information will be issued as an Amendment prior to the effective date of the contract.**
  - **Services will be added based upon enrollment designation in NC Tracks**
  - **Sites to be enrolled will include all sites in NC Tracks for all identified NPI numbers**





## **ATTACHMENT B: NC MEDICAID REQUIRED PROVIDER CONTRACT TERMS**

In accordance with the Alliance's Managed Care Contract with NC DHHS and the Department's instructions, the following required language is incorporated into the terms of this Medicaid Network Participating Provider Contract (Contract):

a. Compliance with state and federal laws

The Provider understands and agrees that it is subject to all state and federal laws, rules, regulations, waivers, policies and guidelines, and court-ordered consent decrees, settlement agreements, or other court orders that apply to the Contract and Alliance's managed care contract with the North Carolina Department of Health and Human Services (NC DHHS), and all persons or entities receiving state and federal funds. The Provider understands and agrees that any violation by a provider of a state or federal law relating to the delivery of services pursuant to this Contract, or any violation of Alliance's contract with NC DHHS could result in liability for money damages, including liquidated damages, and/or civil or criminal penalties and sanctions under state and/or federal law.

b. Hold Member Harmless

The Provider agrees to hold the Member harmless for charges for any covered service. The Provider agrees not to bill a Member for medically necessary services covered by the Alliance BH I/DD Tailored Plan so long as the member is eligible for coverage.

c. Liability

The Provider understands and agrees that the NC DHHS does not assume liability for the actions of, or judgments rendered against Alliance, its employees, agents or subcontractors. Further, the Provider understands and agrees that there is no right of subrogation, contribution, or indemnification against NC DHHS for any duty owed to the Provider by Alliance or any judgment rendered against Alliance.

d. Non-discrimination  
Equitable Treatment of Members

The Provider agrees to render Provider Services to members with the same degree of care and skills as customarily provided to the Provider's patients who are not members, according to generally accepted standards of medical practice. The Provider and Alliance agree that members and non-members should be treated equitably. The Provider agrees not to discriminate against members on the basis of race, color, national origin, age, sex, gender, LGBTQ status, or disability.

e. Department authority related to the Medicaid program

The Provider agrees and understands that in the State of North Carolina, the Department of Health and



Human Services is the single state Medicaid agency designated under 42 C.F.R. § 431.10 to administer or supervise the administration of the state plan for medical assistance. The Division of Health Benefits is designated with administration, provision, and payment for medical assistance under the Federal Medicaid (Title XIX) and the State Children's Health Insurance (Title XXI) (CHIP) programs. The Division of Social Services (DSS) is designated with the administration and determination of eligibility for the two programs.

f. Access to provider records

The Provider agrees to provide at no cost to the following entities or their designees with prompt, reasonable, and adequate access to the Contract and any records, books, documents, and papers that relate to the Contract and/or the Provider's performance of its responsibilities under this Contract for purposes of examination, audit, investigation, contract administration, the making of copies, excerpts or transcripts, or any other purpose NC DHHS deems necessary for contract enforcement or to perform its regulatory functions:

- i. The United States Department of Health and Human Services or its designee;
- ii. The Comptroller General of the United States or its designee;
- iii. The North Carolina Department of Health and Human Services (NC DHHS), its Medicaid Managed Care program personnel, or its designee;
- iv. The Office of Inspector General;
- v. North Carolina Department of Justice Medicaid Investigations Division ;
- vi. Any independent verification and validation contractor, audit firm, or quality assurance contractor acting on behalf of NC DHHS;
- vii. The North Carolina Office of State Auditor, or its designee;
- viii. A state or federal law enforcement agency.
- ix. And any other state or federal entity identified by NC DHHS, or any other entity engaged by NC DHHS.

The Provider shall cooperate with all announced and unannounced site visits, audits, investigations, post-payment reviews, or other Program Integrity activities conducted by the NC Department of Health and Human Services.

Nothing in this Attachment shall be construed to limit the ability of the federal government, the Centers for Medicare and Medicaid Services, the U.S. Department of Health and Human Services Office of Inspector General, the U.S. Department of Justice, or any of the foregoing entities' contractors or agents, to enforce federal requirements for the submission of documentation in response to an audit or investigation.

g. Pursuant to N.C.G.S 108D-65.(6)(g):

- i. G.S. 58-3-200(c), Coverage Determinations. If Health Plan or its authorized representative determines that services, supplies, or other items are covered under its Benefit Plan, including any determination under G.S. 58-50-61, Alliance shall not subsequently retract its determination after



the services, supplies, or other items have been provided, or reduce payments for a service, supply, or other item furnished in reliance on such a determination, unless the determination was based on a material misrepresentation about the Member's health condition that was knowingly made by the Member or the Provider of the service, supply, or other item.

- ii. G.S. 58-3-225, Prompt claim payments under health benefit plans. The Provider shall submit all claims to Alliance for processing and payments within one-hundred-eighty (180) calendar days from the date of covered service or discharge (whichever is later). However, the Provider's failure to submit a claim within this time will not invalidate or reduce any claim if it was not reasonably possible for the Provider to submit the claim within that time. In such case, the claim should be submitted as soon as reasonably possible, and in no event, later than one (1) year from the time submittal of the claim is otherwise required.

a. For Medical claims (including BH):

1. Alliance shall within eighteen (18) Calendar Days of receiving a Medical Claim notify the provider whether the claim is clean or pend the claim and request from the provider all additional information needed to process the claim.
2. Alliances shall pay or deny a clean medical at lesser of thirty (30) Calendar Days of receipt of the claim or the first scheduled provider reimbursement cycle following adjudication.
3. A medical pended claim shall be paid or denied within thirty (30) Calendar Days of receipt of the requested additional information.

b. For Pharmacy Claims:

1. Alliance shall within fourteen (14) Calendar Days of receiving a pharmacy claim pay or deny a clean pharmacy claim or notify the provider that more information is needed to process the claim.
2. A pharmacy pended claim shall be paid or denied within fourteen (14) Calendar Days of receipt of the requested additional information.

c. If the requested additional information on a medical or pharmacy pended claim is not submitted within ninety (90) days of the notice requesting the required additional information, Alliance shall deny the claim per § 58-3-225 (d).

1. Alliance shall reprocess medical and pharmacy claims in a timely and accurate manner as described in this provision (including interest and penalties if applicable).

d. If Alliance fails to pay a clean claim in full pursuant to this provision, the Alliance shall pay the Provider interest and penalties. Late Payments will bear interest at the annual rate of eighteen (18) percent beginning on the date following the day on which the claim should have been paid or was underpaid.

e. Failure to pay a clean claim within thirty (30) days of receipt will result in Alliance paying the Provider penalties equal to one (1) percent of the total amount of the claim per day beginning on the date following the day on which the claim should have been paid or was underpaid.

f. Alliance shall pay the interest and penalties from subsections (d.) and (e.) as provided in that subsection and shall not require the Provider to request the interest or the liquidated damages.

- iii. G.S. 58-3-227, Health plans fee schedules. When Alliance offers a contract to a Provider, Alliance shall also make available its schedule of fees associated with the top 30 services or procedures most commonly billed by that class of Provider. Upon the request of a provider, Alliance shall also make available the full schedule of fees for services or procedures billed by that class of Provider or for each class of Provider in the case of a contract incorporating multiple classes of Providers. If a Provider requests fees for more than 30 services and procedures, Alliance may require the Provider to specify the additional requested services and procedures and may limit the Provider's access to the additional schedule of fees to those associated with services and procedures performed by or reasonably expected to be performed by the Provider.



- iv. 58-50-270. Definitions. Unless the context clearly requires otherwise, the following definitions apply to Part 7 of Chapter 58. (1) "Amendment" – Any change to the terms of a contract, including terms incorporated by reference, that modifies fee schedules. A change required by federal or State law, rule, regulation, administrative hearing, or court order is not an amendment. (2) "Contract" – An agreement between an insurer and a health care provider for the provision of health care services by the provider on a preferred or in-network basis. (3) "Health benefit plan" – A policy, certificate, contract, or plan as defined in G.S. 58-3-167. (3a) "Health care provider" – An individual who is licensed, certified, or otherwise authorized under Chapter 90 or Chapter 90B of the General Statutes or under the laws of another state to provide health care services in the ordinary course of business or practice of a profession or in an approved education or training program and a facility that is licensed under Chapter 131E or Chapter 122C of the General Statutes or is owned or operated by the State of North Carolina in which health care services are provided to patients. (4) "Insurer" – An entity as defined in G.S. 58-3-227(a)(4). (2009-352, s. 1; 2009-487, s. 2(a).)

- v. G.S. 58-50-275, Notice contact provision. Each party has designated its Notice Contact in Article I, Paragraph 13 of this Contract.

- vi. § 58-50-280. Contract amendments. Health Plan shall send any proposed contract Amendment to Provider's Notice Contact of pursuant to G.S. 58-50-275 and as designated in Article I., Paragraph 13 of this Contract. The proposed Amendment shall be dated, labeled "Amendment," signed by Alliance, and include an effective date for the proposed Amendment. Provider shall have sixty (60) days from the date of receipt of a proposed Amendment to object to the proposed Amendment. The proposed Amendment shall be effective upon Contracted Provider failing to object in writing within 60 days.

If Provider timely objects to a proposed Amendment, then the proposed Amendment is not effective and Health Plan shall be entitled to terminate the Agreement upon sixty (60) days' written notice to Contracted Provider.

Nothing in this Agreement prohibits Provider and Health Plan from negotiating contract terms that provide for mutual consent to an Amendment, a process for reaching mutual consent, or alternative Notice Contacts.

- vi. § 58-50-285. Policies and Procedures. Health Plan shall provide a copy of its applicable policies and procedures to Provider prior to execution of a new or amended Contract and annually thereafter. Such policies and procedures may be provided in hard copy, CD, or other electronic format, and may also be provided by posting the policies and procedures on the Health Plan website. The policies and procedures of Health Plan shall not conflict with or override any term of a Contract, including Contract fee schedules. In the event of a conflict between a policy or procedure and the language in a Contract, the Contract language shall prevail.

h. Contract Effect Date: The effective date of any Provider added under this Contract shall be the later of the effective date of this Contract or the date by which the Provider's enrollment as a Medicaid enrolled provider is effective within NC Tracks or successor NC Medicaid provider enrollment system(s).

i. Tobacco-free Policy:

1. The contract with a provider shall at a minimum include the following in relation to the implementation of a tobacco-free policy unless Provider is a residential provider facility described below.



2. Provider shall develop and implement a tobacco-free policy covering any portion of the property on which Provider operates that is under its control as owner or lessee, to include buildings, grounds, and vehicles. A tobacco-free policy includes a prohibition on smoking combustible tobacco products and the use of non-combustible tobacco products, including electronic cigarettes, as well as prohibiting Provider from purchasing, accepting as donations, and/or distributing tobacco products (combustible and non-combustible products including electronic cigarettes) to the clients Provider serves.

3. Contracts with facilities that are owned or controlled by Provider and which provide ICF-IID services or IDD residential services that are subject to the Home and Community Based Services (HCBS) final rule shall at a minimum include the following in relation to the implementation of a tobacco-free policy. In these settings, the following policies shall be required:

4. Provider shall develop and implement a tobacco-free policy that includes at a minimum the following requirements:

(1) Indoor use of tobacco products shall be prohibited in all settings that are owned/operated by Provider.

(2) For outdoor areas of campus, Provider shall:

i. Ensure access to common outdoor space(s) that are free from exposure to tobacco products/use; and

ii. Prohibit staff/employees from using tobacco products anywhere on campus.

j. Amendment of Previous Authorizations for Outpatient Procedures: Health Plan shall accept retroactive requests for authorization of outpatient procedures in those instances where, in accordance with generally accepted North Carolina community practice standards and meeting the North Carolina Medicaid Medical Necessity Standard, an authorized outpatient procedure was modified or supplemented as a results of clinical findings or outcomes arising during the authorized outpatient procedure. Provider shall submit such retroactive requests for authorization within three (3) business days of concluding the authorized outpatient procedure.

k. Physician Advisor Use in Claims Dispute: Health Plan shall accept Provider's designated, North Carolina licensed, physician advisor with knowledge of the unit and care of the Member as Provider's approved representative for a claim or prior authorization in review or dispute.





## **ATTACHMENT C: PROVIDERS SUBJECT TO RATE FLOORS AND/OR OTHER PAYMENT DIRECTIVES**

In accordance with DHHS Policy, where applicable Alliance will comply with payment requirements to reimburse providers no less than one-hundred percent (100%) of any applicable rate floor, as set forth in in this Attachment.

### **1. Physician and Physician Extender Payments**

(a) The BH I/DD Tailored Plan shall reimburse all in-network primary and specialty care physicians, as well as physician extenders (e.g., nurse practitioners and physician assistants) no less than one hundred percent (100%) of their respective Medicaid Fee for Service Fee Schedule rate or bundle, as set by the Department, unless the BH I/DD Tailored Plan and provider have mutually agreed to an alternative reimbursement arrangement.

(b) The BH I/DD Tailored Plan shall reimburse all in-network physicians and physician extenders providing obstetric services no less than one hundred percent (100%) of the Medicaid Fee for Service rate for obstetrics services, which includes an enhanced rate for all vaginal deliveries (equal to the Medicaid Fee for Service rate for caesarian deliveries) unless the BH I/DD Tailored Plan and provider have mutually agreed to an alternative reimbursement arrangement.

(1) This includes reimbursement for the pregnancy risk screening and post-partum visit as defined in the Department's Clinical Coverage Policy 1E-6.

(c) The BH I/DD Tailored Plan shall make additional, utilization-based, directed payments to certain faculty physicians affiliated with the teaching hospitals for each University of North Carolina medical school as prescribed by the Department and as allowed under 42 C.F.R. § 438.6(c)(1)(iii)(B)).

(d) The BH I/DD Tailored Plan shall not refuse to reimburse for a covered service provided by a physician assistant in accordance with N.C. Gen. Stat. § 58-50-26.

### **2. Hospital Payments (Excluding BH Claims)**

(a) The BH I/DD Tailored Plan shall reimburse all in-network hospitals no less than the applicable Medicaid Fee for Service rate specified below for inpatient and outpatient services (as allowed under 42 C.F.R. § 438.6(c)(1)(iii)(A)) and utilize the applicable Medicaid Fee for Service payment methodology, unless the BH I/DD Tailored Plan and hospital have mutually agreed to an alternative reimbursement amount or methodology.

(b) The applicable rate floor and methodology for inpatient hospital services shall be one hundred percent (100%) of the hospital specific Medicaid Fee for Service rate using the Medicaid Fee for Service case weights and outlier methodology.

(c) The applicable rate floor and methodology for outpatient hospital services, including emergency department, shall be the hospital charges multiplied by the hospital-specific Medicaid cost-to-charge ratio published on the Department's website.

(d) The hospital rate floors shall apply for the following defined time periods, after which the BH I/DD Tailored Plan will have flexibility to negotiate reimbursement arrangements with the hospitals:

(1) The first four (4) contract years for critical access hospitals and hospitals in economically depressed counties defined as Tier 1 or Tier 2 counties as designated by the North Carolina Department of Commerce for 2019 ([https://files.nc.gov/nccommerce/documents/files/2019-Tiers-memo\\_asPublished.pdf](https://files.nc.gov/nccommerce/documents/files/2019-Tiers-memo_asPublished.pdf)).



- (2) The first two (2) contract years for all other hospitals.
  - (e) The BH I/DD Tailored Plan shall make additional, utilization-based, directed payments to in-network hospitals owned by UNC Health Care or Vidant as allowed under 42 C.F.R. § 438.6(c)(1)(iii)(B))
  - (f) The Department shall reimburse hospitals directly for any graduate medical education payments due under the State Plan (as allowed under 42 C.F.R. § 438.60).
  - (g) The Department shall reimburse hospitals directly for Disproportionate Share Hospital Payments.
- 3. **Hospital Payments for BH Claims**
  - (a) The BH I/DD Tailored Plan shall negotiate inpatient and outpatient hospital rates with hospitals for BH claims to be defined by the Department.
- 4. **Federally-Qualified Health Centers (FQHCs)/Rural Health Centers (RHCs) Payments**
  - (a) The BH I/DD Tailored Plan shall reimburse FQHCs and RHCs for covered services at no less than the following rates:
    - (1) All ancillary services (i.e. radiology, etc.) shall be based on the North Carolina Medicaid Physician Fee Schedule.
    - (2) All core services shall be based on each FQHC's or RHC's respective North Carolina Medicaid Fee Schedule, which is defined as each FQHC or RHC's respective core rate or T-1015 code.
  - (b) The BH I/DD Tailored Plan shall provide the necessary data to the Department to enable the Department's payment of federally mandated wrap payments to FQHCs and RHCs using a template to be provided by the Department on a schedule to be defined by the Department.
- 5. **Indian Health Care Provider (IHCP) Payments**
  - (a) In accordance with 42 C.F.R. § 438.14(c) and consistent with 42 C.F.R. § 438.14(b), the BH I/DD Tailored Plan shall reimburse IHCPs as follows:
    - (1) Those IHCPs that are not enrolled as an FQHC, regardless of whether they participate in the BH I/DD Tailored Plan's Network;
    - (2) The applicable encounter rate published annually in the Federal Register by the Indian Health Service; or
    - (3) The Medicaid Fee for Service rate for services that do not have an applicable encounter rate.
    - (4) Those IHCPs that are enrolled as FQHCs, but do not participate in the BH I/DD Tailored Plan's network, an amount equal to the amount the BH I/DD Tailored Plan would pay a network FQHC that is not an IHCP.
  - (b) The BH I/DD Tailored Plan shall not reduce payments owed to the Indian Health Service, an Indian Tribe, Tribal Organization, or Urban Indian Organization, or a health care IHCP through cost sharing or other similar charges levied on the Tribal member.
- 6. **Local Health Department (LHD) Payments**
  - (a) The BH I/DD Tailored Plan shall reimburse in-network LHDs no lower than base rates specified in the North Carolina Medicaid LHD Fee Schedule. The BH I/DD Tailored Plan shall reimburse the LHDs in accordance with this schedule for EPSDT well child exams, low-risk family planning and obstetrical services or sexually transmitted disease (STD) exams provided by enhanced role nurses.
  - (b) For Contract Year 1 or until June 2023, whichever is earlier, the BH I/DD Tailored Plan shall pay in-network LHDs for Care Management for At-Risk Children services an amount substantially similar to or no less than the amount paid in NC Medicaid Direct (Fee for Service) prior to the start of the BH I/DD Tailored Plan contract (\$4.56 PMPM for all enrolled children ages zero (0) to five (5)).
  - (c) For Contract Year 1 or until June 2023, whichever is earlier, the BH I/DD Tailored Plan shall pay in-network LHDs for Care Management for High Risk Pregnant Women services an



amount substantially similar to or no less than the amount paid in Medicaid Fee-for-Service prior to the start of the BH I/DD Tailored Plan contract (\$4.96 PMPM for all enrolled women, ages fourteen (14) to forty-four (44)).

(d) The BH I/DD Tailored Plan shall negotiate base reimbursement amounts to in-network LHDs that are no lower than rates paid to non-public providers for similar services.

(e) In addition to base reimbursements, the BH I/DD Tailored Plan shall make additional, utilization-based, directed payments to in-network LHDs as defined by the Department and as allowed under 42 C.F.R. § 438.6(c)(1)(iii)(B).

(f) The BH I/DD Tailored Plan shall reimburse in-network LHDs providing lab services, as defined by the Department's Laboratory Fee Schedule, at no less than 100% of the Medicare Fee Schedule (as allowed under 42 C.F.R. § 438.6(c)), unless the BH I/DD Tailored Plan and LHD have mutually agreed to an alternative reimbursement arrangement.

7. **Public Ambulance Provider Payments**

(a) The BH I/DD Tailored Plan shall negotiate base reimbursement amounts to in-network public ambulance providers no lower than rates paid to non-public providers for similar services.

(b) In addition to base reimbursements, the BH I/DD Tailored Plan shall make additional utilization-based payments to in-network public ambulance providers for Medicaid members only, (not NC Health Choice beneficiaries) as defined by the Department and as allowed under 42 C.F.R. § 438.6(c)(1)(iii)(B)).

(c) The BH I/DD Tailored Plan shall pay the negotiated base reimbursement to in-network public ambulance providers, which will serve as payment in full for NC Health Choice.

8. **State Owned and Operated Facilities Payments**

(a) The BH I/DD Tailored Plan shall reimburse facilities that are state-owned and operated by the Department's Division of State Operated Healthcare Facilities (DSOHF) according to the rates established by the Department (as allowed under 42 C.F.R. § 438.6(c)).

(b) At such time that the BH I/DD Tailored Plan is required to cover services provided by Veterans Homes operated by the DMVA, the BH I/DD Tailored Plan shall reimburse Veterans Homes according to the rates established by the Department in collaboration with DMVA (as allowed under 42 C.F.R. § 438.6(c)).

10. **Nursing Facility Payments**

(a) For Contract Year 1, the BH I/DD Tailored Plan shall reimburse in-network nursing facilities (excluding those owned and operated by the State) a rate that is no less than the Medicaid Fee for Service rate in effect the first day of each quarter (e.g., January 1, April 1, July 1 and October 1), unless the BH I/DD Tailored Plan and provider have mutually agreed to an alternative reimbursement arrangement.

11. **Hospice Payments**

(a) The BH I/DD Tailored Plan shall reimburse for hospice services in accordance with section 1902(a)(13)(B) of the Social Security Act and state requirements, including but not limited to the following:

(1) Rates shall be no less than the annual federal Medicaid hospice rates (updated each federal fiscal year (FFY)).

(2) For hospice services provided to members residing in nursing facilities, the BH I/DD Tailored Plan shall reimburse the hospice provider:

i. Hospice rate, and

ii. Ninety-five percent (95%) of the Medicaid Fee-for-Service nursing home room and board rate in effect at the time of service.

12. **Pharmacy Payments**

(a) The BH I/DD Tailored Plan shall adhere to the Department's pharmacy claims payments requirements.

13. **Payments to Certified Advanced Medical Home Plus (AMH+) Practices and Care**



**Management Agencies (CMAs) for Tailored Care Management**

(a) For Tailored Care Management, the BH I/DD Tailored Plan shall pay AMH+ practices and CMAs each of the following components:

(1) Tailored Care Management payment for each month in which the AMH+ practice or CMA performed Tailored Care Management for each member. The Tailored Care Management payment shall be a fixed rate prescribed by the Department and acuity-tiered. These fixed rates shall apply for both Medicaid and CHIP members. This Tailored Care Management payment shall not be placed at risk. Management payment for any month in which the member is assigned to the AMH+/CMA and engaged in care management.

(2) Performance incentive payment, if earned by the AMH+ or CMA. The performance incentive payment shall be based on the metrics included as the AMH+ and CMA metrics in the Department's Technical Specifications Manual, once released.

14. **Payments of Medical Home Fees to Advanced Medical Homes**

(a) In addition to the payment for services provided, the BH I/DD Tailored Plan shall pay all AMH practices a Medical Home Fee. "AMH practices" means all practices participating in the AMH program for the purposes of contracting with Standard Plans and BH I/DD Tailored Plans, including, but not limited to, AMH practices also certified as AMH+ practices for the purposes of Tailored Care Management.

(b) The BH I/DD Tailored Plan shall pay Medical Home Fees to AMH Tiers 1 – 3 practices for any month in which the member is assigned to that AMH practice as their PCP. Medical Home Fees for AMH Tiers 1 –3 practices may be prorated for partial months and shall be no less than the following amounts for Contract Years 1 and 2:

i. \$1.00 PMPM for Tier 1 practices (consistent with Carolina ACCESS I in the Medicaid Fee for Service program) (Tier 1 shall continue to exist only for the first year of BH I/DD Tailored Plan, or until the end of contract year two (2) of Standard Plans, whichever is sooner);

ii. \$5.00 PMPM for all BH I/DD Tailored Plan members in Tier 2 and 3 practices (consistent with Age, Blind, and Disabled (ABD) beneficiaries under Carolina ACCESS II in the Medicaid Fee for Service program, and increasing the level of PMPM to \$5.00 for every BH I/DD Tailored Plan member, regardless of ABD status).

15. **Mutually agreed alternative reimbursement arrangement.** If the BH I/DD Tailored Plan and Provider have mutually agreed to an alternative reimbursement arrangement, the contractual provision should so indicate here:

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**ATTACHMENT J**  
**MEDICAID DIRECT REQUIRED PROVIDER CONTRACT TERMS**

In accordance with the Alliance's State Contract with NC DHHS and the Department's instructions, the following language is incorporated into the terms of this Medicaid Direct Network Participating Provider Contract (Provider Contract) **verbatim**. In the event of a conflict between the terms set forth in this Attachment J and the Provider Contract, this Attachment shall control:

**1. Compliance With State And Federal Laws**

The Provider understands and agrees that it is subject to all state and federal laws, rules, regulations, waivers, policies and guidelines, and court-ordered consent decrees, settlement agreements, or other court orders that apply to the Contract and Alliance's managed care contract with the North Carolina Department of Health and Human Services (NC DHHS), and all persons or entities receiving state and federal funds. The Provider understands and agrees that any violation by a provider of a state or federal law relating to the delivery of services pursuant to this Contract, or any violation of Alliance's contract with NC DHHS could result in liability for money damages, including liquidated damages, and/or civil or criminal penalties and sanctions under state and/or federal law.

**2. Hold Member Harmless**

The Provider agrees to hold the Member harmless for charges for any covered service. The Provider agrees not to bill a Member for medically necessary services covered by the Medicaid Direct Benefit Plan so long as the member is eligible for coverage.

**3. Liability**

The Provider understands and agrees that the NC DHHS does not assume liability for the actions of, or judgments rendered against Alliance, its employees, agents or subcontractors. Further, the Provider understands and agrees that there is no right of subrogation, contribution, or indemnification against NC DHHS for any duty owed to the Provider by Alliance or any judgment rendered against Alliance.

**4. Non-discrimination Equitable Treatment of Members**

The Provider agrees to render Provider Services to members with the same degree of care and skills as customarily provided to the Provider's patients who are not members, according to generally accepted standards of medical practice. The Provider and Alliance agree that members and non-members should be treated equitably. The Provider agrees not to discriminate against members on the basis of race, color, national origin, age, sex, gender, LGBTQ status, or disability.

**5. Department authority related to the Medicaid program**

The Provider agrees and understands that in the State of North Carolina, the Department of Health and Human Services is the single state Medicaid agency designated under 42 C.F.R. § 431.10 to administer or supervise the administration of the state plan for medical assistance. The Division of Health Benefits is designated with administration, provision, and payment for medical assistance under the Federal Medicaid (Title XIX) and the State Children's Health Insurance (Title XXI) (CHIP) programs. The Division of Social Services (DSS) is designated with the administration and determination of eligibility for the two programs.



## **6. Access to Provider Records**

The Provider agrees to provide at no cost to the following entities or their designees with prompt, reasonable, and adequate access to the Contract and any records, books, documents, papers, and video recordings that relate to the Contract and/or the Provider's performance of its responsibilities under this Contract for purposes of examination, audit, investigation, contract administration, the making of copies, excerpts or transcripts, or any other purpose NC DHHS deems necessary for contract enforcement or to perform its regulatory functions:

- i. The United States Department of Health and Human Services or its designee;
- ii. The Comptroller General of the United States or its designee;
- iii. The North Carolina Department of Health and Human Services (NC DHHS), its Medicaid Managed Care program personnel, or its designee;
- iv. The Office of Inspector General;
- v. North Carolina Department of Justice Medicaid Investigations Division;
- vi. Any independent verification and validation contractor, audit firm, or quality assurance contractor acting on behalf of NC DHHS;
- vii. The North Carolina Office of State Auditor, or its designee;
- viii. A state or federal law enforcement agency.
- ix. And any other state or federal entity identified by NC DHHS, or any other entity engaged by NC DHHS.

The Provider shall cooperate with all announced and unannounced site visits, audits, investigations, post-payment reviews, or other Program Integrity activities conducted by the NC Department of Health and Human Services.

Nothing in this Attachment shall be construed to limit the ability of the federal government, the Centers for Medicare and Medicaid Services, the U.S. Department of Health and Human Services Office of Inspector General, the U.S. Department of Justice, or any of the foregoing entities' contractors or agents, to enforce federal requirements for the submission of documentation in response to an audit or investigation.

## **7. Prompt Claim Payments.**

- i. The Provider shall submit all claims to Alliance for processing and payments within one-hundred-eighty (180) calendar days from the date of covered service or discharge (whichever is later). However, the Provider's failure to submit a claim within this time will not invalidate or reduce any claim if it was not reasonably possible for the Provider to submit the claim within that time. In such case, the claim should be submitted as soon as reasonably possible, and in no event, later than one (1) year from the time submittal of the claim is otherwise required.
- ii. Alliance shall within eighteen (18) Calendar Days of receiving a Medical Claim notify the provider whether the claim is clean or pend the claim and request from the provider all additional information needed to process the claim.
- iii. Alliance shall pay or deny a clean claim the lesser of thirty (30) Calendar Days of receipt of the claim or the first scheduled provider reimbursement cycle following adjudication.
- iv. A pended claim shall be paid or denied within thirty (30) Calendar Days of receipt of the requested additional information. If the requested additional information on claim is not submitted within ninety (90) days of the notice requesting the required additional



information, Alliance shall deny the claim.

- v. Alliance shall reprocess claims in a timely and accurate manner as described in this provision (including interest and penalties if applicable).
- vi. If Alliance fails to pay a clean claim in full pursuant to this provision, the Alliance shall pay the Provider interest and penalties. Late Payments will bear interest at the annual rate of eighteen (18) percent beginning on the date following the day on which the claim should have been paid or was underpaid.
- vii. Failure to pay a clean claim within thirty (30) days of receipt will result in Alliance paying the Provider penalties equal to one (1) percent of the total amount of the claim per day beginning on the date following the day on which the claim should have been paid or was underpaid.
- viii. Alliance shall pay the interest and penalties from subsections vi. and vii. as provided in that subsection and shall not require the Provider to request the interest or the liquidated damages.

**8. Contract amendments.**

PIHP shall send any proposed contract Amendment to Provider's Notice Contact as designated in Article I., Paragraph 13 of this Contract. The proposed Amendment shall be dated, labeled "Amendment," signed by Alliance, and include an effective date for the proposed Amendment. Provider shall have sixty (60) days from the date of receipt of a proposed Amendment to object to the proposed Amendment. The proposed Amendment shall be effective upon Contracted Provider failing to object in writing within 60 days. If Provider timely objects to a proposed Amendment, then the proposed Amendment is not effective and PIHP shall be entitled to terminate the Agreement upon sixty (60) days' written notice to Contracted Provider.

Nothing in this Contract prohibits Provider and PIHP from negotiating contract terms that provide for mutual consent to an Amendment, a process for reaching mutual consent, or alternative Notice Contacts.

- 9. Policies and Procedures.** The policies and procedures of PIHP shall not conflict with or override any term of a Contract, including Contract fee schedules. In the event of a conflict between a policy or procedure and the language in a Contract, the Contract language shall prevail. PIHP's policies and procedures applicable to Providers shall be incorporated into PIHP's Provider Manual or posted to the PIHP website.

- 10.** When Alliance offers a contract to a Provider, Alliance shall also make available its schedule of fees associated with the top 30 services or procedures most commonly billed by that class of Provider.



## County Commissioners Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

Name / Department: <div style="text-align: center;">TAX ADMINISTRATION</div>	Meeting Date: <div style="text-align: center;">February 5, 2024</div>
Subject: 2022 PROPERTY TAXES	
Summary, explanation and background: The first meeting in February the Tax Collector is required to report amount of unpaid current year property taxes. Also, the Board orders the Tax Collector to publish the names and amount of unpaid current year taxes in the newspaper.	
Requested Action: Motion accepting the amount of unpaid taxes and ordering the names and amounts be advertised in the newspaper.	
Budget impact for this fiscal year: (Funds available, allocation needed, etc.)	
Budget impact for subsequent years: (Funds available, allocation needed, etc.)	
Time needed to explain to Commissioners: Five to ten minutes.	
Attachments:	
Instructions for what to do with attachments once approved:	

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



# County Commissioners

## Agenda Request Form

Agenda

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

Name / Department: <b>County Manager</b>	Meeting Date: <b>February 5, 2024</b>
Subject: Resolution Authorizing Application for USDA-RD Special Evaluation Assistance for Rural Communities and Households ("SEARCH") Grant	
Summary, explanation and background: Duplin County Manager, will appear before the Board to request that a Resolution Authorizing Application for USDA-RD Special Evaluation Assistance for Rural Communities and Households ("SEARCH") Grant for the area of Calico Bay, Duplin County be adopted.	
Requested Action: Adopt a Resolution Authorizing Application for USDA-RD Special Evaluation Assistance for Rural Communities and Households ("SEARCH") Grant for the area of Calico Bay, Duplin County	
Budget impact for this fiscal year: (Funds available, allocation needed, etc.)	
Budget impact for subsequent years: (Funds available, allocation needed, etc.)	
Time needed to explain to Commissioners: <b>5 minutes</b>	
Attachments:	
Instructions for what to do with attachments once approved:	

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



**COPY**

*County of Duplin*  
*Office of the County Commissioners*



**RESOLUTION AUTHORIZING APPLICATION FOR USDA-RD  
SPECIAL EVALUATION ASSISTANCE FOR  
RURAL COMMUNITIES AND HOUSEHOLDS ("SEARCH") GRANT**

**A RESOLUTION** of the Board of County Commissioners of Duplin County, North Carolina (the Board), authorizing application for financial assistance with the United States Department of Agriculture, Rural Development, to finance a Preliminary Engineering Report and Environmental Review in relation to a Closing America's Wastewater Gap pilot initiative in the area of Calico Bay, Duplin County with the assistance of a Special Evaluation Assistance for Rural Communities and Households ("SEARCH") Grant.

**BE IT FURTHER RESOLVED** that the Board authorizes Bryan Miller, Duplin County Manager, to execute all documents relating to this USDA Rural Development SEARCH grant, including the acceptance of all terms and conditions of the obligation of said grant, if awarded, and ratifies all actions taken by Bryan Miller, Duplin County Manager, or other county staff in furtherance of this grant to date.

This the 5<sup>th</sup> day of February, 2024.

\_\_\_\_\_  
Dexter B. Edwards, Chairman  
Duplin County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Jaime W. Carr  
Clerk to the Board



## County Commissioners Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

Name / Department: <b>County Manager</b>	Meeting Date: <b>February 5, 2024</b>
Subject: Resolution Authorizing Application for USDA-RD Special Evaluation Assistance for Rural Communities and Households ("SEARCH") Grant	
Summary, explanation and background: Duplin County Manager, will appear before the Board to request that a Resolution Authorizing Application for USDA-RD Special Evaluation Assistance for Rural Communities and Households ("SEARCH") Grant for the area of East Log Cabin, Duplin County be adopted.	
Requested Action: Adopt a Resolution Authorizing Application for USDA-RD Special Evaluation Assistance for Rural Communities and Households ("SEARCH") Grant for the area of East Log Cabin, Duplin County	
Budget impact for this fiscal year: (Funds available, allocation needed, etc.)	
Budget impact for subsequent years: (Funds available, allocation needed, etc.)	
Time needed to explain to Commissioners: <b>5 minutes</b>	
Attachments:	
Instructions for what to do with attachments once approved:	

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



**COPY**

*County of Duplin*  
*Office of the County Commissioners*



**RESOLUTION AUTHORIZING APPLICATION FOR USDA-RD  
SPECIAL EVALUATION ASSISTANCE FOR  
RURAL COMMUNITIES AND HOUSEHOLDS ("SEARCH") GRANT**

A RESOLUTION of the Board of County Commissioners of Duplin County, North Carolina (the Board), authorizing application for financial assistance with the United States Department of Agriculture, Rural Development, to finance a Preliminary Engineering Report and Environmental Review in relation to a Closing America's Wastewater Gap pilot initiative in the area of East Log Cabin, Duplin County with the assistance of a Special Evaluation Assistance for Rural Communities and Households ("SEARCH") Grant.

BE IT FURTHER RESOLVED that the Board authorizes Bryan Miller, Duplin County Manager, to execute all documents relating to this USDA Rural Development SEARCH grant, including the acceptance of all terms and conditions of the obligation of said grant, if awarded, and ratifies all actions taken by Bryan Miller, Duplin County Manager, or other county staff in furtherance of this grant to date.

This the 5<sup>th</sup> day of February, 2024.

\_\_\_\_\_  
Dexter B. Edwards, Chairman  
Duplin County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Jaime W. Carr  
Clerk to the Board



*County of Duplin*  
*Office of the County Commissioners*



**RESOLUTION OPPOSING  
THE PROPOSED INCREASE ON HOMEOWNERS' INSURANCE RATES  
BY THE NC RATE BUREAU**

**WHEREAS**, the NC Rate Bureau (NCDOL), a non-governmental entity created by the NC General Assembly, has filed for double-digit homeowners' insurance rate increases with the NC Department of Insurance; and

**WHEREAS**, the requested insurance rate increases across the state (42.2%) would become effective August 1, 2024, unless denied by NC Insurance Commissioner Mike Causey; and

**WHEREAS**, the County of Duplin remains very concerned about homeowners' insurance rates in Duplin County and across the entire NC coastal plains; and

**WHEREAS**, Homeowners will be priced out of the market, or be penalized by being forced to raise their deductible levels in an attempt to offset the requested astronomical insurance premiums; and

**WHEREAS**, the Duplin County Board of County Commissioners encourages Commissioner Causey to completely reject the requested 71.3% increase to base rates for Territory #190; and

**WHEREAS**, the County of Duplin requests that NCDOL, the Rate Bureau, and the NC General Assembly work toward a fairer rate structure for homeowners' insurance in the North Carolina Coastal Plains;

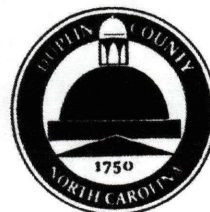
**NOW, THEREFORE, BE IT RESOLVED** that the Duplin County Board of County Commissioners expresses its opposition to the proposed homeowners' insurance rates as requested by the NC Rate Bureau; and requests the NC State Insurance Commissioner require insurers to provide more detailed information about premiums and losses by geographic territory to determine if such proposed rates increases are warranted.

This the 25<sup>th</sup> day of January, 2024.

Dexter B. Edwards, Chairman  
Duplin County Board of Commissioners

ATTEST:

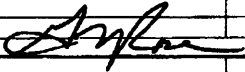
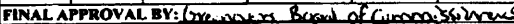
Jaime W. Carr  
Clerk to the Board





LL 12-11-23  
 Aw 12-11-23

TOWN OF GREENEVEERS  
 TAX REQUEST  
 RELEASE DATE DECEMBER 18, 2023

NAME	TOWNSHIP	TOWN	FIRE DISTRICT	TAX YEAR	ACCOUNT NUMBER	COUNTY TAX	CAPITAL FUND	TOWN TAX	FIRE DISTRICT	LATE LIST PENALTY	SOLID WASTE	TOTAL RELEASE	REASON FOR RELEASE
CARR, DOTTIE ROGERS	09	T71		2023	1563435			\$ 75.00				\$ 75.00	APPLIED LATE FOR ELDERLY EXEMPTION
												\$ -	
GRAND TOTAL						\$ -	\$ -	\$ 75.00	\$ -	\$ -	\$ -	\$ 75.00	
SUBMITTED BY: 													
FINAL APPROVAL BY:  Board of Supervisors										DATE APPROVED: January 16, 2024			

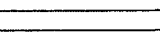
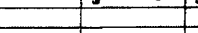


LL 1-8-24

LT 1-8-24

**TAX REQUEST**

RELEASE DATE JANUARY 16, 2024

RELEASE DATE JANUARY 16, 2024													
NAME	TOWNSHIP	TOWN	FIRE DISTRICT	TAX YEAR	ACCOUNT NUMBER	COUNTY TAX	CAPITAL FUND	TOWN TAX	FIRE DISTRICT	LATE LIST PENALTY	SOLID WASTE	TOTAL RELEASE	REASON FOR RELEASE
PICA PROPERTIES, LLC	11	T-77		2023	000001513			\$ 2.25		\$ 0.23		\$ 2.48	BUSINESS SOLD IN 2022
												\$ -	
GRAND TOTAL						\$ -	\$ -	\$ 2.25	\$ -	\$ 0.23	\$ -	\$ 2.48	
SUBMITTED BY: 			FINAL APPROVAL BY: 						DATE APPROVED: 01/9/24				



# THE CULTIVATOR

## A Review of December 2023

### DUPLIN COUNTY CENTER

Duplin County Center  
165C Agriculture Drive  
Kenansville, NC 28349

Website: <https://duplin.ces.ncsu.edu>

Duplin County Center-NCCE Facebook: <https://go.ncsu.edu/zgycr9a>

4-H Facebook: <https://go.ncsu.edu/om3spc0>

Phone: 910.296.214

Fax: 910.296.219

**Amanda Hatcher**  
County Extension  
Director, Livestock

**Wanda Bell**  
Administrative Assistant:  
Director, 4-H, Family &  
Consumer Sciences

**Wanda Hargrove**  
Support Specialist:  
Agriculture, Livestock,  
Facilities Coordinator

**Jessica Hall**  
Livestock and Forages

**Della King**  
Agriculture, Field Crops

**Tom Hroza**  
Horticulture

**Rachel Ezzell**  
Family and Consumer  
Science

**James Hartsfield**  
Area Specialized Agent,  
Farm Management NC  
A&T State

**Walter Adams**  
Agriculture & Natural  
Resources Technician  
NC A&T State

**Bridget Huffman**  
4-H Youth Development

**Charmac Kendall**  
4-H Program Assistant,  
Youth  
Agriculture/Livestock

**Jasmine Williams**  
4-H Prevention  
Coordinator

### Notes from the Director..... Amanda Hatcher

- Attended County Commissioner meeting, County Department head meeting, County Christmas luncheon
- Completed Extension Reporting System data entry
- Participated in state Extension reporting zoom training and pesticide training zoom

### Livestock..... Amanda Hatcher, Livestock and Forage

- Assisted 64 farmers in nutrient management
- Conducted two 6-hour trainings for animal waste operators and waste water operators that also included pesticide credits - 103 people total attended
- Conducted farm visits and office visits as needed to provide technical assistance to local growers
- Conducted optional review class for animal waste trainees to help them prepare for the exam - 8 people attended
- Audited animal waste operator exam
- Assisted multiple farmers with the new animal waste renewal information
- Face-to-face contacts: 196, Non face-to-face contacts: 166



### Livestock..... Jessica Hall, Livestock and Forage

- Assisted with CCA (Certified Crop Advisor) Training in Smithfield
- Assisted cattle producers and consultants with pulling soil and forage samples
- Attended cattle slaughter demonstration with Fireside Meats of Pink Hill
- Assisted horse owners in pulling forage samples and identifying potential causes of recurring issues on the farms
- Face-to-face contacts: 43, Non face-to-face contacts: 1,018

### Field Crops..... Della King, Field Crop Agent

- Provided a Crop Update for Animal Waste 6 hour Continuing Education Class
- Attended the Grain APT Conference, an In-Service Ag Agent Training in



Greenville, a Pesticide Coordinator Training in Raleigh, the SE Field Crop Corn Cluster Program Zoom Meeting, and the Certified Crop Advisor Training in Johnston County by SE District Ag Agents, and the NCACAA Officers Meeting via Zoom

- Face-to-face contacts: 111, Non face-to-face contacts: 256



# **Britt Building Monthly Usage**

**December  
Total number  
of events:  
35**

**Total attendance  
for the events:  
1936**

**Public events:  
30**

**Private events:  
5**

North Carolina State University and North Carolina A&T State University commit themselves to positive action to secure equal opportunity regardless of race, color, creed, national origin, religion, sex, age, veteran status or disability. In addition, the two Universities welcome all persons without regard to sexual orientation.

North Carolina State University, North Carolina A&T State University, U.S. Department of Agriculture, and local governments cooperating.

- Horticulture..... Tom Hroza, Horticulture**
- Talked with growers about the importance of marketing and the timeliness of production. They need to have the crop ready when supply is low to decrease competition.
  - Helped clients with winter gardens. Winter is a wonderful time to plant trees, shrubs, and other perennials. Take time to plan what you want to plant. Plant enough to eat and store the winfall.
  - Take soil samples early and apply lime and fertilizer according to test results. Prepare, Prepare, Prepare
  - Order seeds early to get the best varieties and best prices.
  - Plant on time and rotate. DO NOT PLANT THE SAME CROP IN THE SAME PLACE AS LAST YEAR. Think about how best to control the weeds, row covers, mulch, etc.
  - Assisted with variety selection and sources of plants and seeds.
  - Face-to-face contacts: 85, Non face-to-face contacts: 1,050



## **Family and Consumer Science (FCS)..... Rachel Ezzell, FCS Agent**

- Continued nutrition education programming with Kenansville Elementary Pre-K and Chinquapin Elementary (pictures right). Content during these sessions focused on eating a variety of vegetables and using our senses to describe the texture, taste, etc. of vegetables during a taste test.
- Participated in the Senior Scam Jam Event with Senior Services by setting up a booth on managing food dollars and Supplemental Nutrition Assistance Program (SNAP) in NC as well as volunteering with food distribution.



- Attended Stanford-Duplin Extension and Community Association (ECA) Leadership Team meeting. (Picture left)
- Met with Blue Cross Blue Shield of North Carolina Community Engagement Team Regional Liaison to discuss 2024 program plans.
- Attended the Pre-K Parent Meeting at B.F. Grady with EFNEP Educator Dinorah Keith from Wayne County to discuss opportunities for programming between Extension and the parents of preschool aged youth.







- Attended joint Expanded Food and Nutrition Education Program (EFNEP) and FCS Southeast Unit Meeting at the Food Bank of Central and Eastern NC in Wilmington, NC. We had a tour of the facility and packaged potatoes for distribution. (Picture left)
- Face-to-face contacts: 451, Non face-to-face contacts: 193

## Small Farms.....James Hartsfield, Farm Management (Duplin/Sampson)

- Completed News Article.
- Assisted a farmer with the NC AgVentures Grant Program.
- Worked on completing the end of year Extension Reporting System (ERS).
- Visited farmers to do a follow-up risk management evaluation survey.
- Visited farmers to provide information on an upcoming Drone workshop.
- Visited farmers to provide information on an upcoming Crop Insurance Education Webinar
- Visited farmers to provide information on the USDA Discrimination Financial Assistance Program.
- Face-to-face contacts: 25, Non face-to-face contacts: 37,500



## Agriculture & Natural Resources.....Walter Adams, Tech. (Duplin/Lenoir)

- Answered several calls regarding pesticide classes.
- Assisted a grower with collecting soil samples
- Face-to-face contacts: 6, Non face-to-face contacts: 20



## 4-H and Youth Development... Bridget Huffman, 4-H Agent

- Met with our teens. Our focus was on the book "The Energy Bus" and continued journaling the "5 Rules For The Ride of My Life. We covered rule 4 - Love Your Passengers! And we said "see ya later" to Emily Craft as she aged out Dec. 31 BUT will be back in a different role! What an impact she has made since her short time in 4-H!
- Participated and interviewed 4-H'ers in 4-H mock interviews in Bladen County for their teen program for December. The teens went through rounds of interviews and then they were given feedback.
- Attended meetings and trainings - county staff county staff updates, 4-H updates and trainings, reports, and State Extension updates.
- Face-to-face contacts: 51, Non face-to-face contacts: 6,005





**Charmae Kendall, 4-H Agriculture/Livestock Program Assistant**



- Shared and taught Farm Calendar Program with County Kindergartens
- Assisted with Clover Critters with Christmas stockings for the Pack4Troops Drive and Christmas Party
- Assisted with Regional FFA Livestock Judging Contest
- Attended NC Youth Livestock Committee meeting in Raleigh
- Face-to-face contacts: 331, Non face-to-face contacts: 3,127



**Jasmine Williams, 4-H Prevention Coordinator**

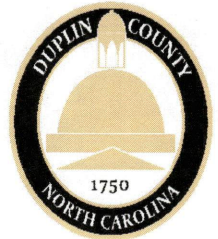
- Continued Youth Prevention Education - Completed Too Good for Drugs Grade 5 at Warsaw Elementary School - 81 youths completed
- Attended training/webinar - Workshop 2: Prioritizing Intervening Variables
- Attended Community Impact: Coalition Sustainability
- Attended coalition meetings - JCPC, the Duplin County Substance Use Coalition and the Opioid Settlement Workgroup
- Continued monthly merchant education activities for Duplin and Sampson counties







Office of the  
**DUPLIN COUNTY REGISTER OF DEEDS**  
Anita Marie Savage, Register of Deeds  
Post Office Box 970; 118 Duplin Street, Kenansville, NC 28349  
Telephone: (910) 296-2108 Fax: (910) 296-2344  
[anita.savage@duplincountync.com](mailto:anita.savage@duplincountync.com)  
[www.duplinrod.com](http://www.duplinrod.com)



# MONTHLY REPORT FOR DUPLIN COUNTY REGISTER OF DEEDS JANUARY 2024

Submitted this 1<sup>st</sup> day of February, 2024

*Anita Marie Savage*  
\_\_\_\_\_  
Register of Deeds



# Ledger Summary Report - Roll-up

Printed 02/01/2024

Anita Marie Savage, REGISTER OF DEEDS

Duplin, NC

01/01/2024-01/31/2024

Category	Receipt Code	Count	Total											
ESCROW CREDIT				Escrow Credit										
	ESCROW	ESCROW CREDIT	2	\$875.00	\$875.00									
	Category Totals		2	\$875.00	\$875.00									
MAP				Recording	Special	Floodplain Mapping	Excise Tax	Land Transfer	Dept Cultural Res	Pension Fund	Automation Fund	State General Fund	State Treasurer Amt	County Receipts
	MAP	MAP	41	\$1,029.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15.62	\$101.42	\$0.00	\$0.00	\$911.96
	Category Totals		41	\$1,029.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15.62	\$101.42	\$0.00	\$0.00	\$911.96
MARR				Fee	NCCTF	DVCF	Pension Fund	Automation Fund	County Receipts					
	ML	MARRIAGE LICENSE	28	\$1,680.00	\$0.00	\$140.00	\$840.00	\$25.20	\$67.48	\$607.32				
	Category Totals		28	\$1,680.00	\$0.00	\$140.00	\$840.00	\$25.20	\$67.48	\$607.32				
NO BOOK				Fee	Special	Pension Fund	Automation Fund	County Receipts						
	AMDVIT	AMENDMENT - VITALS	5	\$50.00	\$0.00	\$0.00	\$0.75	\$4.95	\$44.30					
	BIRTH	CERTIFIED COPY - BIRTH	210	\$2,100.00	\$0.00	\$0.00	\$31.50	\$207.90	\$1,860.60					
	BIRTHSE	CERTIFIED COPY - SENIOR BIRTH	18	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00					
	CCOPY	CERTIFIED COPY - REAL PROPEI	26	\$156.00	\$0.00	\$0.00	\$2.41	\$15.31	\$138.28					
	COPY	COPIES	43	\$63.00	\$0.00	\$0.00	\$0.97	\$6.17	\$55.86					
	COPYP	COPIES - FULL SIZE PLAT	4	\$20.00	\$0.00	\$0.00	\$0.30	\$1.96	\$17.74					
	COPYV	COPIES - VITAL RECORDS	19	\$10.50	\$0.00	\$0.00	\$0.11	\$0.97	\$9.42					
	DD214	CERTIFIED COPY - DD214	9	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00					
	DEATH	CERTIFIED COPY - DEATH	356	\$3,560.00	\$0.00	\$0.00	\$53.40	\$352.44	\$3,154.16					
	MARR	CERTIFIED COPY - MARRIAGE	64	\$640.00	\$0.00	\$0.00	\$9.60	\$63.36	\$567.04					
	Category Totals		744	\$6,599.50	\$0.00	\$0.00	\$99.04	\$653.06	\$5,847.40					
PROPERTY				Recording	Special	Floodplain Mapping	Excise Tax	Land Transfer	Dept Cultural Res	Pension Fund	Automation Fund	State General Fund	State Treasurer Amt	County Receipts
	ABN	ASSUMED BUSINESS NAME	9	\$234.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3.51	\$17.46	\$0.00	\$55.80	\$157.23



Ledger Summary Report - Roll-up

Printed 02/01/2024

Anita Marie Savage, REGISTER OF DEEDS

Duplin, NC

01/01/2024-01/31/2024

Category	Receipt Code	Count	Total											
ADM/COR	ADMINISTRATIVE CORRECTION	2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
AFDVT	AFFIDAVIT	12	\$312.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4.68	\$23.28	\$0.00	\$74.40
AGMT	AGREEMENT	4	\$104.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.56	\$7.76	\$0.00	\$24.80
AMEND	AMENDMENT	1	\$26.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.39	\$1.94	\$0.00	\$6.20
APPT	APPOINTMENT	1	\$26.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.39	\$1.94	\$0.00	\$6.20
ASGMT	ASSIGNMENT	11	\$286.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4.29	\$21.34	\$0.00	\$68.20
CERT	CERTIFICATE	1	\$26.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.39	\$1.94	\$0.00	\$6.20
CERT/TR	CERTIFICATION OF TRUST	4	\$104.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.56	\$7.80	\$0.00	\$24.80
D/REL	DEED OF RELEASE	8	\$208.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3.12	\$15.52	\$0.00	\$49.60
D/T	DEED OF TRUST	50	\$3,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.00	\$310.00	\$0.00	\$310.00
DECL	DECLARATION	2	\$52.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.78	\$3.88	\$0.00	\$12.40
DEED	DEED	140	\$21,027.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,379.00	\$0.00	\$0.00	\$54.72	\$272.38	\$0.00	\$868.00
EASE	EASEMENT	8	\$208.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3.12	\$15.52	\$0.00	\$49.60
MEMO	MEMORANDUM	2	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.90	\$4.67	\$0.00	\$12.40
MTG	MORTGAGE	1	\$64.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.96	\$6.20	\$0.00	\$6.20
NOTARY	NOTARY	18	\$140.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2.10	\$13.86	\$0.00	\$0.00
NOTICE	NOTICE	1	\$26.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.39	\$1.94	\$0.00	\$6.20
P/A	POWER OF ATTORNEY	16	\$436.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6.54	\$33.01	\$0.00	\$99.20
P/R	PARTIAL RELEASE	1	\$26.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.39	\$1.94	\$0.00	\$6.20
PERMIT	PERMIT	1	\$26.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.39	\$1.94	\$0.00	\$6.20
QCD	QUITCLAIM DEED	2	\$53.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.00	\$0.00	\$0.00	\$0.78	\$3.88	\$0.00	\$12.40
REL	RELEASE	3	\$78.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.17	\$5.82	\$0.00	\$18.60
REQ	REQUEST FOR NOTICE	5	\$130.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.95	\$9.70	\$0.00	\$31.00
S/INS	SEE INSTRUMENT	2	\$52.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.78	\$3.88	\$0.00	\$12.40
SAT	SATISFACTION	84	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SEP/AG	SEPARATION AGREEMENT	1	\$26.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.39	\$1.94	\$0.00	\$6.20
SUB/AG	SUBORDINATION AGREEMENT	1	\$26.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.39	\$1.94	\$0.00	\$6.20
SUB/TR	SUBSTITUTION OF TRUSTEE	4	\$104.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.56	\$7.76	\$0.00	\$24.80
TM/D	TIMBER DEED	3	\$434.00	\$0.00	\$0.00	\$0.00	\$0.00	\$356.00	\$0.00	\$0.00	\$1.17	\$5.82	\$0.00	\$18.60
TR/D	TRUSTEES DEED	1	\$48.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.00	\$0.00	\$0.00	\$0.39	\$1.94	\$0.00	\$6.20
UCC/T	UCC TERMINATION - 3 OR MORE	1	\$45.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.67	\$4.43	\$0.00	\$0.00
UCC1	UCC1	8	\$332.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4.96	\$34.27	\$0.00	\$0.00



# Ledger Summary Report - Roll-up

Printed 02/01/2024

Anita Marie Savage, REGISTER OF DEEDS

Duplin, NC

01/01/2024-01/31/2024

Category	Receipt Code	Count	Total												
	UCC3	UCC3	4	\$166.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2.48	\$17.33	\$0.00	\$0.00	\$146.19
Category Totals			412	\$28,085.00	\$0.00	\$0.00	\$0.00	\$17,758.00	\$0.00	\$0.00	\$154.87	\$863.03	\$0.00	\$1,829.00	\$7,480.10

VITAL RECORDING

				Fee	Special	Pension Fund	Automation Fund	Vital Records Receipts	County Receipts
BAVAS	NCDAVE - BIRTH ABSTRACT SEA27		\$648.00	\$0.00	\$0.00	\$4.05	\$26.73	\$378.00	\$239.22
DAVAS	NCDAVE - DEATH ABSTRACT SE/2		\$48.00	\$0.00	\$0.00	\$0.30	\$1.98	\$28.00	\$17.72
DAVESEA	NCDAVE - SEARCH NO COPY	1	\$14.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14.00	\$0.00
NCAMD	NCDAVE - AMEND	3	\$45.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.00	\$0.00
VRAS	VRAS BIRTH ABSTRACT SEARCH	3	\$72.00	\$0.00	\$0.00	\$0.45	\$2.97	\$42.00	\$26.58
	Category Totals		36	\$827.00	\$0.00	\$4.80	\$31.68	\$507.00	\$283.52

Report Totals 1263 \$39,095.50

Automation Fund Total: \$1,716.67  
County Receipts Total: \$15,130.30  
DVCF Total: \$840.00  
Escrow Credit Total: \$875.00  
Excise Tax Total: \$17,758.00  
NCCTF Total: \$140.00  
Pension Fund Total: \$299.53  
State Treasurer Amount Total: \$1,829.00  
Vital Records Receipts Total: \$507.00

Cash Total: \$4,757.50  
Check Total: \$12,151.50  
ACH Total: \$18,415.25  
Card Total: \$2,086.75  
Escrow Account Total: \$1,710.50



Ledger Summary Report - Roll-up

Printed 02/01/2024

Anita Marie Savage, REGISTER OF DEEDS

Duplin, NC

01/01/2024-01/31/2024

Category	Receipt Code	Count	Total
Overpayment Total:		(\$26.00)	



**SENIOR SERVICES**  
**REPORT OF SERVICES**



PROGRAM	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23
<b>NUTRITION/CONGREGATE</b>						
Units of Service	1308	1487	1292	1353	1156	1128
Clients Served	124	118	126	134	127	126
Wellness Checks/Community Outreach	7	4	0	0	25	7
# of volunteers	28	32	30	27	31	31
# of volunteer hrs.	283	286	281	282	229	236
<b>HOMEBOUND MEALS</b>						
Units of Service	1615	1320	1340	1740	1375	1350
Clients Served	70	68	68	72	71	70
Waiting List	7	1	0	0	0	0
# of volunteers	23	19	21	21	21	14
# of volunteer hrs.	26	20	25	30	30	20
<b>GENERAL TRANSPORTATION</b>						
Units of Service	256	273	248	279	254	263
Clients Served	12	13	10	14	15	14
<b>IN HOME AIDE</b>						
Units of Service	522	578	507	539	468	410
Clients Served	85	87	85	85	82	86
Waiting List	36	31	29	32	31	32
<b>ENSURE</b>						
# of cases	92	105	68	88	66	90
Clients Served	54	56	43	48	40	36
<b>HOUSING &amp; HOME IMPROVEMENT</b>						
Units of Service	0	1	1	0	0	0
Waiting List	3	1	0	3	3	3
# of volunteer hrs.	8	0	7	0	0	0
# of volunteers	28	0	35	0	0	0
<b>FAMILY CAREGIVER PROGRAM</b>						
Persons served w/vouchers	0	1	2	3	4	3
<b>INCONTINENCE SUPPLIES</b>						
Clients Served	0	0	0	0	0	1
<b>FAN PROGRAM</b>						
Fans given away	9	2	0	0	0	0
<b>SENIOR CENTER PROGRAM</b>						
Units of Service	207	172	133	176	204	150
Clients Served	27	30	27	37	43	36
# of volunteers	4	2	2	10	12	1
# of volunteer hrs.	7	5	5	11	24	3
<b>TELEPHONE REASSURANCE PROGRAM</b>						
Units of Service	284	333	266	267	230	205
Clients Served	8	15	14	14	14	14
<b>INFORMATION &amp; REFERRAL</b>						
Units of Service	22	24	16	23	14	6
Clients Served	22	24	15	23	14	6
<b>TRAINING - EMPLOYEE</b>						
Number of hours	0	0	0	0	0	42.75
Number of staff	0	0	0	0	0	7
<b>INCOME TAX VOLUNTEER PROGRAM</b>						
Number of hours	14	20	8	49	61	88
Number of volunteers	3	1	1	2	3	9
<b>MEAL COST</b>						



Meals Prepared	2595	2558	2727	2675	3198	3335
Total Expenditures	\$ 23,874.74	\$ 23,232.97	\$ 24,293.85	\$ 24,024.60	\$ 26,846.16	\$ 28,000.82
Price per meal	\$ 9.20	\$ 9.08	\$ 8.91	\$ 8.98	\$ 8.39	\$ 8.40
<b>FAMILY CAREGIVER - SUPPORT GROUP</b>						
Persons served	3	4	0	5	4	4
<b>ARPA - CONGREGATE MEALS</b>						
# of meals			25	25	25	20
Persons served			3	5	2	1
Breakfast Bundles				61	97	21
<b>ARPA - HOME DELIVERED MEALS</b>						
# of meals			60	60	80	80
Persons served			3	3	4	4
Breakfast Bundles				47	0	0





# Duplin Soil & Water Monthly Report

## Monies Received 2023-24

2023 NCACSP Beginning 07/01/2023	\$	92,814.00
2023 AgWrap Beginning 07/01/2023	\$	30,011.00
Federal EQIP/CSP Allocation 2022	\$	2,640,784.00
EWP Stream Bank Stabilizaton 2020	\$	546,792.50
Stream Debris Hurricane ETA	\$	237,162.00
StRap Funding	\$	1,656,157.00
EWP Watershed Rehabilitation Funding	\$	30,000.00
NC Farmland Preservation 4 Farms	\$	826,873.50
<b>TOTAL</b>	<b>\$</b>	<b>6,060,594.00</b>

**January-24**

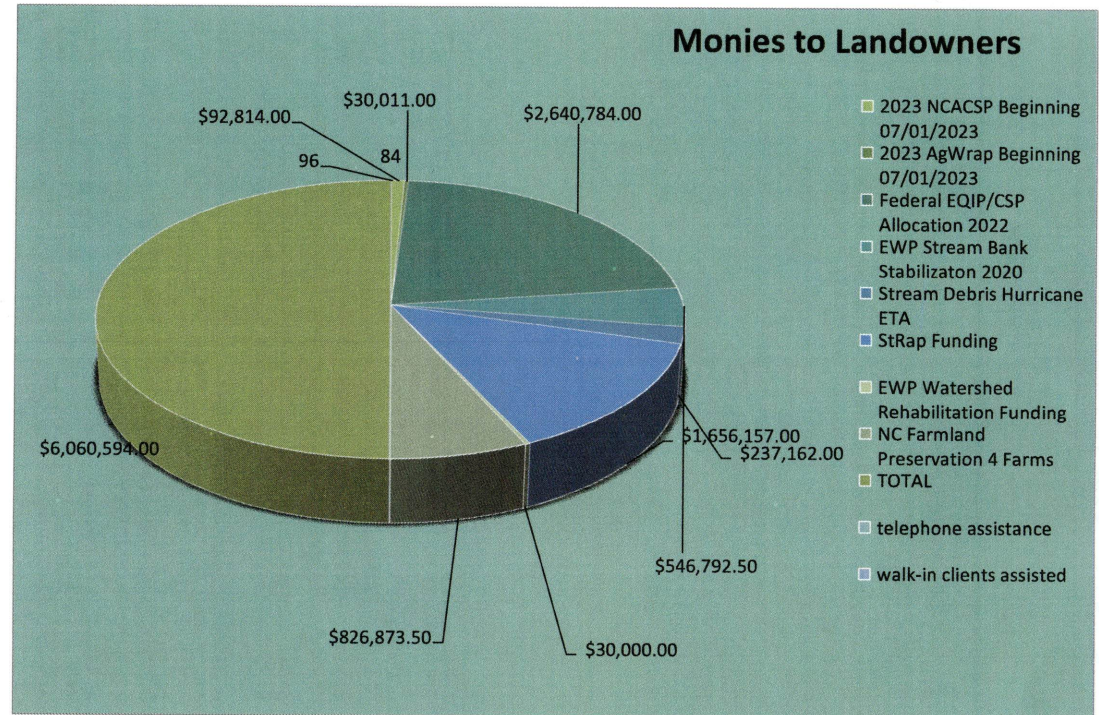
BMAP Monies collected	\$	-
BMAP Monies billed	\$	-
Beaver Dams Destroyed		
New NCACSP/NCagwrap Apps/Disaster		6
tile/subsurface drain (feet)		2,800
acreage operations assisted (WUP)		741
telephone assistance		96
walk-in clients assisted		84
Acres of Maps for clients		255
Creek miles inspected		15
Total Removed		

*Angie B. Quinn*

signature

Wednesday, January 31, 2024

## Monies to Landowners



## MILEAGE REPORT

2005 Chevy	1GCEK14V85Z321377	103,362
2007 Chevy	1GCEK19C97Z625098	139,429
2016 Ford F150	1FTEW1E86GFC68020	55,768



Duplin County Water  
Monthly Report

	23-Jul	23-Aug	23-Sep	23-Oct	11/23/2023	12/23/2023
Billed Customers	8001	7984	8017	8034	8064	8045
Gallons Water Sold	50,813,000	54,845,000	56,273,000	55,989,000	65,456,000	42,543,000
Monthly Billed	\$320,969.63	\$330,900.84	\$336,834.96	\$328,214.87	\$367,908.96	\$288,318.88
Bank Draft Payments	\$41,573.09	\$40,066.80	\$42,805.59	\$41,987.87	\$37,708.67	\$42,973.69
Credit Card Payments	\$114,415.14	\$118,457.83	\$115,975.17	\$112,104.96	\$119,638.00	\$127,373.40
New Customers	49	59		53	35	41
Discontinued	42	56		48	26	32
Repairs	3	5		3	1	0
Flushes	21	17		40	18	34
Locates	599	550		736	556	478
Reinstates	41	141		55	44	94
New Taps	5	23	10	15	11	5