

Bertie County Board of Commissioners



January 10, 2021
6:00 PM

Vice Chair

Ronald "Ron" Wesson

District I

Greg Atkins

District II

Tammy A. Lee

District III

Chair

John Trent

District IV

Ron Roberson

District V

BERTIE COUNTY BOARD OF COMMISSIONERS

January 10, 2022

Meeting Agenda

This agenda is only a tentative schedule of matters the Commissioners may address at their meeting and all items found on it may be deleted, amended, or deferred. The Commissioners may also, in their absolute discretion, consider matters not shown on this agenda.

6:00 PM Welcome and Call to Order by Board Chair John Trent, Commissioners Room, Windsor

Invocation and Pledge of Allegiance by Commissioner Ron Wesson

Public Comments (3-minute limite per speaker)

(A)

*** APPOINTMENTS ***

- (1) Water System Asset Inventory Report by Rodney Tart, Green Engineering
- (2) Support of the annual Crossroads magazine for February, 2022, Anna Phipps Roanoke-Chown Publications, LLC
- (3) Fiscal Year 2021-Financial Summary by Finance Director William Roberson

Board Appointments (B)

1. Reappointment of James Peele – CADA
2. Reappointment of Dr. Chris Cordon-CADA

Consent Agenda (C)

1. Approve Tax Release Journal – November 2021
2. Approve Register of Deeds Fees Report – December 2021
3. Approve Budget Amendments
4. Approve Modivcare Contract for Non-Emergency Transport Services
5. Approve Water Districts I, II, III & IV Asset Assessments and Inventory Report
6. Approve Resolution to improve (SR 1128) Weeping Mary Rd
7. Approve Bertie County Emergency Services Fee Schedule for FY22

8. Approve quitclaim deed for upset bid of Rashonda Norfleet

*****OTHER ITEMS*****

Discussion Agenda (D)

1. Fire Protection Service District Technical Assistance Agreement
2. COVID Action Plan Recommendations
3. CADA’s CSBG proposed workplan and affidavit

Commissioners’ Reports (E)

County Manager’s Reports (F)

County Attorney’s Reports (G)

Public Comments

(3 minutes per speaker)

Closed Session

Pursuant to NCGS § 143-318.11(a)(3) To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged.

Recess



Bertie County is now utilizing Zoom during the COVID-19 pandemic.

Zoom is available to the public to participate during this meeting.

To call in to our meeting on the phone, use the following information:

Phone #: 1-301-715-8592

Meeting ID: 723 391 6141

To listen to our meeting online, click or copy and paste this link into your browser:

<https://us02web.zoom.us/j/7233916141>

Questions? Call the County Manager's Office at 794-5300.



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: January 10, 2021

SECTION: Appointments & Reports (A-1 to A-3)

DEPARTMENT: Governing Body

TOPICS:

- (1) Water System Asset Inventory Report by Rodney Tart, Green Engineering
- (2) Support of the annual Crossroads magazine for February, 2022 by Anna Phipps, Roanoke-Chowan Publications, LLC
- (3) Fiscal year 2021- Financial Summary by Finance Director, William Roberson

COUNTY MANAGER RECOMMENDATION OR COMMENTS: --

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S): --

ATTACHMENTS: Yes

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: January 10, 2022

SECTION: Board Appointments

DEPARTMENT: Governing Body **TOPICS:**

1. CADA Board
 - Reappointment of James Peele
 - Reappointment of Dr. Chris Cordon

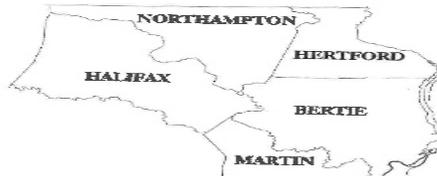
COUNTY MANAGER RECOMMENDATION OR COMMENTS: Discussion and appointments needed.

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S): Discussion and appointments needed.

ATTACHMENTS: Yes

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---



Serving Northeastern North Carolina Since 1962
Choanoke Area Development Association of NC, Inc.
Post Office Box 530, Rich Square, North Carolina 27869
Telephone: 252.539.4155, Fax: 252.539.2048
www.nc-cada.org

December 13, 2021

Tammy A. Lee, Chair
Bertie County Board of Commissioners
PO Box 530, 106 Dundee St.
Windsor, NC 27983

Dear Mrs. Lee

RE: Appointment of Two Representatives to the CADA Board of Directors 2022-2023

The By-Laws of Choanoke Are Development Association of North Carolina, Inc. (CADA), designate two Board positions to be appointed by Bertie County. Those appointed by the County may be County Commissioners themselves or may be selected by the Commissioners from other County residents that can represent the County. The term of office is two years. There is no limit to the number of terms a County appointee may serve.

It is important to the mission of this agency that Bertie County appointees to the Board have knowledge, experience, and leadership skills that enable CADA to coordinate and maximize resources to serve those in need. Board meetings are on the second Tuesday of each month at 6:00pm and usually are held at the CAD Administrative Office in Rich Square.

Currently, James Peele and Dr. Chris Cordon represents the County and both are eligible and willing to be reappointed. CADA is requesting that your appointments be made by January 7, 2022. The new Board will be installed at the annual meeting on January 11, 2020.

Please let us know if you need additional information. The CADA Board and staff appreciate the continuing support and guidance of the County.

Sincerely,

A handwritten signature in black ink that reads "Christopher S. Moody".

Christopher S. Moody, Executive Director
Mobile: 252-673-3708



Bertie County

Board of Commissioners

ITEM

ABSTRACT MEETING DATE: January 10, 2021

SECTION: Consent (C-1 to C-8)

DEPARTMENT: Governing Body

TOPICS:

1. Approve Tax Release Journal – November 2021
2. Approve Register of Deeds Fees Report - December 2021
3. Approve Budget Amendments
4. Approve Modivcare Contract for Non-Emergency Transport Services
5. Approve Water Districts I, II, III & IV Asset Assessments and Inventory Report
6. Approve Resolution to improve (SR 1128) Weeping Mary Rd
7. Approve Bertie County Emergency Services Fee Schedule for FY22
8. Approve Quitclaim Deed for upset bid of Rashonda Norfleet

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Recommend approval.

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S): Recommend approval.

ATTACHMENTS: Yes, see each particular agenda item.

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---



C-1



Bertie County Tax Department
PO Box 527
106 Dundee St.
Windsor, NC 27983
Phone: (252) 794-5310
Fax: (252) 794-5357

December 03, 2021

William Roberson
Bertie County Finance Officer
Windsor, NC 27983

Dear Mr. Roberson:

Attached you will find a (1) Computer Printout and, (2) Copies of the appropriate pages of the "Tax Release Journal" (Ledger) manually maintained in the tax office, both relative to Tax Releases which are now ready for your approval.

The releases herein are for the month of **November** and this request for your approval is made pursuant to a "Resolution of the Board of Commissioners" dated August 5, 1985. This may also serve as your report to the Board of Commissioners required by the same "Resolution."

Respectfully Submitted,

Tax Administrator

Approved on _____ 20____

Release Detail

ACCOUNT / DATE	NAME	ADDRESS / REASON	CHARGE CODE	CITY / BILL YEAR	STATE / BILL TYPE	ZIP / BILL NUMBER	PROPERTY ID	USER / AMOUNT
35101 11-12-2021	ALFRED ZACHARY	3025 US 1W Does not have bulkhead for BERTIE COUNTY LEVY	G01	AHOSKIE 2021	NC	27910 21A6749783433	6749783433	JH104 43.86
30718	WARREN ELIZABETH W	652 WIMBLETON DRIVER		RALEIGH	NC	27809	6882097795	JH15A
11-01-2021		Imports assigned for BERTIE COUNTY LEVY	G01	2021	RE	21A6833497725		654.90
TOTAL								728.76

Release Distribution

DESCRIPTION	TOTAL	COUNTY	SOLID	CAPITAL
County Tax	\$ 928.78	\$ 928.78	\$ 0.00	\$ 0.00
Fire/Town Tax	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Late List Penalty	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Interest	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total	\$ 928.78	\$ 928.78	\$ 0.00	\$ 0.00

DISTRICT / TOWN	ASHNEVILLE	AULANIER	CCLERAIN	KELFORD	LEWISTON	POWELLSVILLE	ROXOBEL	WINDSOR
Fire/Town Tax	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Late List Penalty	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00



C-2

NORTH CAROLINA
BERTIE COUNTY

TO: THE BOARD OF COUNTY COMMISSIONERS:

Agreeable to and in compliance with Chapter 590 of the Public Local Laws of North Carolina, Sessions 1913, I beg leave to submit the following statement of all fees, commissions, etc. of any kind collected by me as Register of Deeds for the month of DECEMBER 2021 and for an itemized statement thereof, I respectfully refer you to the following books in my office.

AMOUNT SUBJECT TO GS 161-50.2

10-0030-4344-01	REAL ESTATE REGISTRATION-----	\$4,647.80
10-0030-4344-03	VITAL STATISTICS-----	\$1,270.00
10-0050-4839-02	MISCELLANEOUS(NOTARY OATHS/PHOTO COPIES, ETC)-----	\$289.75
10-0030-4344-04	NO. MARRIAGE LICENSE----- <u>7</u> @60.00	\$420.00
		<u>\$6,627.55</u>
10-0018-4240-01	N. C. STATE EXCISE STAMP TAX-----	\$13,185.00
10-0030-4344-10	STATE TREASURER FEE----- <u>136</u> @\$6.20-----	\$843.20
	STATE VITAL RECORDS----- <u>5</u> @14.00	\$70.00
		<u>\$20,725.75</u>
10-0000-1251-00	A/R IN/OUT(REFUND)-----	
		<u>\$20,725.75</u>

Annie F. Wilson

REGISTER OF DEEDS - BERTIE COUNTY

By: Shabedin R. Williams, Asst.

FOR INFORMATIONAL PURPOSES

D/T /MORTGAGES-----	<u>28</u> @\$6.20=	<u>\$173.60</u>
ADDITIONAL PAGES-----	@\$0.40=	
DEEDS & OTHER INSTRUMENTS-----	<u>127</u> @\$1.94=	<u>\$246.38</u>



C-3

BUDGET AMENDMENT

# 22-04				
	INCREASE			INCREASE
10-0025-4586-07	\$ 3,700	COA	10-5860-5399-05	\$ 3,700
TO SETUP BUDGET FOR SHIIP GRANT				
	INCREASE			INCREASE
10-0050-4839-04	\$ 92,500		10-4335-5540-00	\$ 92,500
ALLOCATE INSURANCE PROCEEDS TO EMS DEPARTMENT TO REPLACE VEHICLE				
APPROVED / /2021				

BUDGET AMENDMENT

		# 22-04				
		INCREASE		INCREASE		
10-0025-4586-07	\$	3,700	COA	10-5860-5399-05	\$	3,700
TO SETUP BUDGET FOR SHIP GRANT						

BERTIE COUNTY COUNCIL ON AGING

DAILY CASH COLLECTIONS/TURNOVER REPORT

Location: Bertie County

Date: 12/20/2021

After filling in the location and date at the top of the report, enter a summary of all cash collections/turnover for the day in the column below. Adding machine tapes should be attached to the report to indicate amounts for checks and money orders.

SUMMARY

Checks/Money Orders (Attach Tape):	\$	<u>3,700.00</u>
Currency	\$	<u> </u>
Change	\$	<u> </u>
TOTAL	\$	<u>3,700.00</u>
 10-0040-4586-01 - NUTRITION INCOME	\$	<u> </u>
10-0040-4586-01 - TRANSPORTATION	\$	<u> </u>
10-0040-4586-01 - HOME DEL. MEALS	\$	<u> </u>
10-0025-4586-05 - SENIOR CTR. OUTREACH	\$	<u> </u>
10-0040-4594-01 - GYM RENT	\$	<u> </u>
<u>10-0025-4586-07 SHEEP Grant</u>	\$	<u>3,700.00</u>

Description: Windsor Nutrition Site

(Gasmine Aiken)
Signature of Preparer

Distribution: Original - Finance Office
Rev/16

Duplicate - Retain

THE SEAL ON THE FACE OF THIS DOCUMENT IS PRINTED IN HEAT REACTIVE INK. COLOR FADES WHEN HELD OR RUBBED, THEN REAPPEARS.



STATE OF NORTH CAROLINA
DEPARTMENT OF INSURANCE
1201 MAIL SERVICE CENTER
RALEIGH, NORTH CAROLINA 27699-4220

66-1059
531

NO. 10128388

Payable at Par Through Federal Reserve System
State Treasurer, Raleigh, NC

Void After One Year

PAY ENTITY
12PT

Date
12/13/21

AMOUNT
\$*****3,700.00

PAY Three thousand seven hundred and 00/100 dollars

TO THE ORDER OF

BERTIE COUNTY COUNCIL ON AGING
103 W SCHOOL ST
WINDSOR NC 27983

Darlene Long

AUTHORIZED SIGNATURE

1

⑈010128388⑈ ⑆053110594⑆ 40000017⑈

BUDGET AMENDMENT

		# 22-04		
		INCREASE		INCREASE
10-0050-4839-04	\$	92,500	10-4335-5540-00	\$ 92,500
ALLOCATE INSURANCE PROCEEDS TO EMS DEPARTMENT TO REPLACE VEHICLE				



Sedgwick CMS

Proof Of Loss Statement

4A21108A1AJ-0001

CLAIM NUMBER

7/1/21-6/30/22
POLICY PERIOD

AGENCY

To the NCACC Liability and Property Pool Of The State of North Carolina:

At time of loss, by the above indicated policy of insurance you insured: **Bertie County – 2015 Ford F-550 – VIN# 1FDUF5HT1FED31172**

Against loss by Collision to the property described under Schedule "A" according to the terms and condition of the said policy and all forms, endorsements, transfers and assignments attached thereto.

1. Time and Origin: A Collision loss occurred about the hour of _____ am /pm on the 12th day of November 2021 The cause and origin of the said loss were: Collision

2. Occupancy: the building described, or containing the property described, was occupied at the time of loss as follows and for no other purpose whatever: Bertie County

3. Title and interest: At the time of the loss the interest of your insured in the property described therein was Bertie County. No other person or persons had any interest therein or encumbrance thereon, except: Bertie County

4. Changes: Since the said policy was issued there has been no assignment thereof, or change of interest, use, occupancy, possession, location or exposure of the property described, except:
n/a

5. Total Insurance: The total amount of insurance upon the property described by this policy was, at the time of loss, \$ _____ as more particularly specified in the apportionment attached under Schedule "C" besides which there was no policy or other contract of insurance, written or oral, valid or invalid.

6. The Actual Cash Value of said property at the time of the loss was \$93,500.00

7. The Whole Loss and Damage was \$ _

8. The Amount claimed under the above numbered policy is \$92,500.00 after taking deductible of \$1000

The said loss did not originate by any act, design or procurement on part of your insured, or this affiant: nothing has been done by or with the privity or consent of your insured or this affiant, to violate the conditions of the policy, or rendered it void: no articles are mentioned herein or in annexed schedules but such as were destroyed or damaged at the time of said loss: no property saved has in any manner been concealed, and no attempt to deceive the said company, as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered a part of this proof.

The furnishing of this blank or the preparation of proofs by a representative of the above insurance company is not a waiver of any of its rights.

Courtney Ward / HR officer Courtney Ward
Claimant Signature/Title Printed Name

Veronica H. Clark / Veronica H. Clark
Witness Signature/Printed Name

State of NC
County of Bertie



On the 4th day of January of 2022, before me personally appeared Courtney Ward
To me known to be the person(s) named herein and who executed the foregoing Release and acknowledged to me that _____ voluntarily executed the same.

My term expires August 13 2023. Veronica H. Clark Notary public



C-4

= Internal Use Only =

Salesforce Contract #	_____
Date Sent to Provider:	_____

TRANSPORTATION PROVIDER AGREEMENT

Between

MODIVCARE SOLUTIONS, LLC (“MODIVCARE”)

and

_____ **(“Provider”)**

WHEREAS, MODIVCARE provides brokerage services, which may include access to a proprietary software platform (the “Platform”) to enable on-demand and future ride booking and trip management for non-emergency medical transportation in the State of North Carolina pursuant to contracts with certain public agencies and/or private organizations; and

WHEREAS, MODIVCARE wishes to enter into Agreements with qualified transportation companies for the provision of high-quality transportation services to be assigned to transportation providers through the Platform or as otherwise agreed to by the parties; and

WHEREAS, Provider is in the business of performing non-emergency medical transportation services and wishes to provide such services pursuant to the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein made, the sufficiency of which is hereby acknowledged, the parties agree as follows:

I. RESPONSIBILITIES OF MODIVCARE.

- A. Process Transportation Requests. MODIVCARE will receive transportation requests from Participants or their agents, verify Participant eligibility, schedule trips, submit daily trip requests (a “Provider Manifest”) to Provider electronically through the Platform, a secured website, or as otherwise agreed to by the parties, as well as verify billing information, and perform such other administrative functions as MODIVCARE deems necessary to provide quality transportation to Participants on behalf of its Client. Notwithstanding anything herein to the contrary, MODIVCARE shall be under no obligation to provide Provider with a specific number of transportation requests. Any trip request assigned to Provider may be withdrawn by MODIVCARE, in its sole discretion, in the event that MODIVCARE deems it necessary for the proper performance of its obligations under the Client Contract.

- B. Payments for Transportation. MODIVCARE shall pay Provider for services it performs at MODIVCARE’s request as set forth in Exhibit B. Provider shall not invoice or require

payment from Participants or the Client for its services.

C. Orientation. MODIVCARE shall provide one or more orientation sessions for Provider staff, which will be offered at a MODIVCARE regional office, Provider's base of operations, a third-party meeting space (e.g. hotel conference site), or via web-conference. Provider is responsible for ensuring that it and its employees and drivers understand all requirements and procedures for the provision of services pursuant to this Agreement.

D. Audit. MODIVCARE and Client shall have the unconditional right, but not an obligation, to audit Provider's operations and records to confirm compliance with the Agreement. Provider agrees to provide prompt and reasonable physical access to its business office and access to any requested records for this purpose.

II. **RESPONSIBILITIES OF PROVIDER.** Provider shall provide non-emergency medical transportation to Participants and their escorts, attendants and assistants as requested by MODIVCARE in a manner to ensure the safety of all passengers. All transportation shall be performed in accordance with the terms of this Agreement (including all amendments and addenda, as applicable), and MODIVCARE's North Carolina Transportation Provider Manual ("Provider Manual"), which may be amended by MODIVCARE from time to time and is incorporated by reference and is a part of this contract. In the event of a conflict between this Agreement and the Provider Manual, the terms of this Agreement will prevail.

A. General Operational Requirements.

1. Provider shall designate in writing (in Exhibit E) a person empowered by Provider to effect any necessary decision or actions and to be available for consultation or conference with MODIVCARE or its designated agent regarding its performance under this Agreement.
2. Provider must be enrolled and maintain active status in the State of North Carolina NCTracks system throughout the term of this Agreement.
3. Provider shall provide one or more of the following modes of transportation: ambulatory sedan or van, wheelchair van, or non-emergency ambulance.
4. Provider shall provide safe, reliable, professional, cost effective transportation services in the least intrusive way possible for Participants, while ensuring that Participants:
 - a. arrive at the designated destination;
 - b. arrive on time;
 - c. arrive safely;
 - d. are treated with dignity and respect, and
 - e. achieve their maximum potential for travel independence.
5. Services will be provided in the Service Area as defined in Exhibit E - Service Level Commitment.
6. Provider shall establish and maintain a telephone line, fax line, or other mutually agreed upon method for MODIVCARE to contact Provider. Fax lines shall be equipped with a fax machine or e-fax software that provides reasonably unrestricted access to MODIVCARE to send faxes to Provider. Provider shall

receive trip reservations from MODIVCARE electronically or via secure website and confirm the receipt thereof in a form acceptable to MODIVCARE. For same day or urgent medical appointments, including hospital discharges, Provider shall also accept reservations and job numbers from MODIVCARE by telephone.

7. Provider shall reroute trip assignments at least 24 hours prior to the scheduled pick-up time to allow MODIVCARE to make alternative arrangements. This requirement only applies to trip reservations that have been submitted to Provider at least 36 hours prior to the scheduled pick-up time.
8. Provider shall promptly inform MODIVCARE if a Participant is assigned to an improper level of service (e.g., ambulatory patient assigned to a wheelchair trip, or wheelchair bound patient assigned to an ambulatory trip).
9. Provider, upon consultation with MODIVCARE, may refuse to transport any person who, in the judgment of the Provider, is a threat to the health, safety, or welfare of Provider's employees or other Participants, or prevents or inhibits the vehicle from being operated in a safe manner.
10. Provider shall participate in MODIVCARE's quality assurance plan, which may include discussing Provider's performance in the delivery of transportation. Provider agrees to assist in the development of corrective action plans and cooperate with all data collection that may be requested to monitor the results of such corrective action plans.
11. Provider shall not unlawfully discriminate against any Participant on the basis of marital status, sexual orientation, race, color, sex, age, religion, national origin, disability, or diagnosis/health status in providing services under this Agreement.
12. Provider shall comply with applicable federal and state requirements with regard to mandatory reporting of suspected Participant abuse or neglect. Provider shall cooperate with MODIVCARE, Client, and any applicable government agency in the investigation of suspected or alleged abuse or neglect of a Participant.
13. Provider shall maintain daily office hours for dispatch and recovery until all trips assigned to provider are complete.
14. In addition to other operational reports defined in the Provider Manual, Provider will provide to MODIVCARE with any and all information required by applicable governing bodies or regulatory agencies, including, but not limited to, (i) cost of its operations; (ii) patterns of use of its services; (iii) availability, accessibility, and acceptability of its services; (iv) to the extent practicable, developments/changes in the health status of Participants; (v) information demonstrating Provider has fiscally sound operations, and (vi) any other matters applicable governing bodies or regulatory agencies may request. Provider agrees to provide copies of requested records to MODIVCARE within one business day of the request if the Participant is currently receiving services from Provider, or otherwise within thirty days of the request.

B. Representations and Warranties. Provider makes the following material warranties to MODIVCARE to induce MODIVCARE to enter into this Agreement.

1. Provider warrants that it has not been terminated from participation in any state Medicaid or Medicare program or been determined to have committed Medicaid or Medicare fraud.
2. Provider warrants that it has not been excluded from participation in Federal health care programs under either Section 1128 or 1128A of the Social Security Act.
3. Provider warrants that it has and shall maintain throughout the term of this Agreement all licenses and certificates required by any federal, state, county or local governments, including but not limited to all licenses, registrations, or certificates required to provide transportation for hire. Provider will notify MODIVCARE immediately of any change in the status of its licenses or certificates and/or any other legal requirements referenced in this section. Provider will furnish MODIVCARE with all documentation required by this section immediately upon request.
4. Provider warrants that all employees, including drivers and attendants, have (or will) received training on HIPAA and Fraud, Waste and Abuse upon employment and annually thereafter and will provide documentation of such training to MODIVCARE or Client upon request.
5. Provider warrants and agrees to be bound by the mandatory terms and conditions applicable to Provider that are contained in the contract between MODIVCARE and Client.
6. Provider warrants and agrees to accept the rates and payment terms as set forth in Exhibit B.
7. To the extent any compensation paid by MODIVCARE to Provider under the terms of the Agreement are subject to the provisions of 31 USC 1352, Provider certifies, to the best of his/her/its knowledge, that:
 - a. No Federal appropriated funds have been paid or will be paid to any person by or on behalf of Provider for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of a Member of Congress in connection with the award of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the award of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement, and the Agreement exceeds \$100,000, Provider shall complete and submit Standard Form - LLL "Disclosure Form to Report Lobbying", in accordance with its instructions. The failure to file the required certification shall subject the violator to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- C. Insurance. Provider shall maintain levels of insurance throughout the term of the Agreement as required to participate in the North Carolina Medicaid program, as evidenced through Provider's active status in the NCTracks system.
- D. RESERVED.
- E. Maintenance of Records. Provider must maintain all records related to this Agreement for the entire term of the Agreement and for ten years thereafter, or longer as required by law. Notwithstanding the foregoing, in the event that any litigation, claim, dispute, audit, or other proceeding has commenced before the expiration of the retention period set forth herein, all records shall be retained until completion of the proceeding or the end of the retention period, whichever is later. Provider will provide copies of any requested records within three days of request to MODIVCARE, the Client, or its agents, to confirm Provider's compliance with this Agreement, as well as for quality assurance and accident/incident investigations. Detailed document retention requirements are also included in the Provider Manual.
- F. Independent Contractor. The relationship between MODIVCARE and Provider is solely that of independent contractors and nothing in this Agreement or otherwise shall be construed to create any other relationship, including one of employer/employee, principal/agent, joint venturers, partners, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Provider is solely responsible for the management, compensation, and payment of its employees and subcontractors, including payment of employment related taxes and insurance such as workers' compensation and unemployment insurance.
- G. RESERVED.
- H. Assignment. Provider may not assign, transfer, delegate, consign, or convey to any other person or entity Provider's rights and responsibilities hereunder without the express written consent of MODIVCARE, which may be withheld in MODIVCARE's sole discretion. Any attempted unauthorized assignment shall be null and void. MODIVCARE may assign its rights and obligations under this Agreement and any such assignment shall be communicated to Provider by written notice. In the event that MODIVCARE is in default under the Client Contract, this Agreement may, at the discretion of the Client, be assigned to the Client or its agent for continued provision of transportation services. All terms, conditions and rates established by the Agreement will remain in effect until or unless renegotiated with Client or its agent subsequent to the default action.
- I. Confidentiality. Provider shall treat all information obtained by it through its performance under this Agreement as confidential and shall not use any information so obtained in any manner other than to discharge its obligations under this Agreement. Provider agrees to sign and abide by a Business Associate Agreement as part of this Agreement as well as any subsequent agreements that may be required by the Health Insurance Portability and Accountability Act (HIPAA) and any similar laws. Both MODIVCARE and Provider shall

treat the terms and conditions of this Agreement, including but not limited to rates, as confidential, and shall not disclose those terms and conditions, or release a copy of the Agreement, except as provided by law, without the consent of the other. Both MODIVCARE and the Client shall have unrestricted authority, to the extent permitted by law, to reproduce, distribute, or use in whole or in part any submitted reports, data or materials associated with any services provided by Provider under this Agreement. Notwithstanding the foregoing terms of this paragraph, the parties acknowledge that Provider is required to comply with the North Carolina Open Meetings Law (N.C. Gen. Stat. § 143-318.9, et seq.) and North Carolina Public Records Act (N.C. Gen. Stat. § 132-1, et seq.). Notwithstanding any provision in this Agreement to the contrary, Provider shall not be liable to MODIVCARE for disclosing any information to a third party if such disclosure is made by Provider in a good faith effort to comply with the North Carolina Open Meetings Law and North Carolina Public Records Act.

III. TERM AND TERMINATION.

- A. Term. The term of this Agreement shall be one year from the Effective Date, which is the date executed by MODIVCARE as set forth on the signature page. It shall be automatically renewed for successive one-year periods unless either party shall give notice of termination 45 days prior to the last day of any term.
- B. Termination. Either party may terminate this Agreement without cause upon 60-day written notice.

Either party may terminate this Agreement upon 30-day written notice in the event of a material breach of the Agreement, provided that the non-breaching party shall have first provided the other party with written notice and description of the breach and ten days to cure the breach.

MODIVCARE may terminate the Agreement immediately upon reasonable evidence that Provider has engaged in illegal, threatening or fraudulent activity, including but not limited to, falsifying trip logs or invoices, paying or offering to pay gratuities or kickbacks, or engaging in threatening verbal or physical conduct toward a Participant or MODIVCARE staff, or failing at any time to carry insurance required by this Agreement.

MODIVCARE may also terminate this Agreement immediately if directed to do so by Client.

- C. Termination after Assignment. If MODIVCARE has exercised its right hereunder to assign this Agreement to a successor organization, or to the Client or a designee or agent of the Client, Provider may not cancel this Agreement for 181 days following such assignment.

IV. ADDITIONAL PROVISIONS.

- A. Governing Law. This Agreement shall be governed by and construed in all respects in accordance with the laws and regulations of the State of North Carolina, without giving

effect to principles of conflicts of law.

- B. Headings. The headings and titles of the sections of this Agreement are inserted for convenience only and shall not affect the construction or interpretation of any provision herein.
- C. Non-solicitation. Neither Provider nor MODIVCARE shall solicit for employment any current employee of the other party nor employ any former employee of the other party for a period of one year from the time any such employee terminates his or her position with the other party.
- D. Use of Name. MODIVCARE shall have the right to use the name of Provider for purposes of informing Clients and potential clients of the inclusion of Provider within the MODIVCARE network and to otherwise carry out the terms of this Agreement. Provider shall not use the name, trademark or service marks of MODIVCARE or any MODIVCARE affiliate in its advertising or marketing without the prior written consent of MODIVCARE.
- E. Notices. All written notices required by this Agreement shall be deemed delivered either on the date of receipt if personally delivered; on the day following mailing if sent postage prepaid by overnight mail through a nationally recognized overnight carrier, or on the third day following mailing if mailed postage prepaid certified return receipt requested. Such notices shall be sent to the following addresses, or to such other addresses as the parties may hereafter designate in writing:

to MODIVCARE at:

ModivCare Solutions, LLC
1275 Peachtree Street, 6th Floor
Atlanta, GA 30309
Attn: Legal Department

to Provider at: Provider's mailing address as listed in Exhibit E.

- F. Amendments. This Agreement (including Exhibits) may be amended only by a document in writing duly executed by an authorized representative of both parties. Notwithstanding the foregoing, Provider is obligated to comply with the Provider Manual, as that document may be amended from time to time. In addition, MODIVCARE may unilaterally amend this Agreement by notice as required to comply with applicable law or regulation.
- G. Client Amendment. This Agreement is subject to approval by the Client. If the Client at any time requires modifications to this Agreement, the parties will execute amendments to this Agreement reflecting such modifications. If either party is unwilling to accept any such modifications required by the Client, such party may exercise its termination rights

hereunder.

- H. Dispute Resolution and Arbitration. If any claim or controversy arising out of or relating to this Agreement cannot be resolved by the parties in the normal course of business, each Party shall designate a member of its senior management to meet to try to resolve the dispute. If the dispute cannot be resolved in this manner, the dispute shall be referred for binding arbitration in accordance with the commercial dispute arbitration rules of the American Arbitration Association. Each party shall bear its own costs and expenses and an equal share of the arbitrators' fees and other administrative fees related to the arbitration. Judgment upon an award in arbitration may be entered in any court of competent jurisdiction, or application may be made to such court for a judicial acceptance of the award and enforcement, as the law of the state having jurisdiction may require or allow. Notwithstanding the foregoing, nothing shall prohibit ModivCare from filing a cross claim or a third-party claim in any litigation or action not initiated by the Parties. The provisions of this Section shall survive the termination of this Agreement.
- I. Severability. Any determination that any provision of this Agreement or any application thereof is invalid, illegal or unenforceable in any respect in any instance shall not affect the validity, legality and enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provision of this Agreement. Neither Party shall assert or claim that this Agreement or any provision hereof is void or voidable if such Party performs under this Agreement without prompt and timely written objection.
- J. Waiver. Any delay or omission by either party to exercise any right or remedy under this Agreement shall not be construed to be a waiver of any such right or remedy or any other right or remedy hereunder. Except as otherwise explicitly set forth herein, all of the rights of either party under this Agreement are cumulative and may be exercised separately or concurrently.
- K. Entire Agreement. This Agreement, including all Exhibits, attachments and incorporated material (i.e., Provider Manual) contains the entire agreement of the parties with respect to its subject matter and supersedes all prior oral or written agreements or understandings regarding the same subject matter. This Agreement may be executed in any number of counterparts which, read together, shall constitute one instrument.
- L. No Third Party Beneficiaries. The parties acknowledge and agree that there are no third party beneficiaries to this Agreement, including but not limited to Participants. This Agreement shall not create a standard of care to be construed to be enforceable by a third party. Any breach of this Agreement or failure to abide by its terms shall not create a cause of action in a third party.

Unless otherwise indicated, this Agreement is entered into and effective on the date executed by ModivCare as specified below (the “Effective Date”).

MODIVCARE SOLUTIONS, LLC

PROVIDER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Effective Date: _____

Date: _____

EXHIBIT A

RESERVED

EXHIBIT B
RATES, INVOICING AND PAYMENT TERMS

MODIVCARE and Provider hereby agree to the following terms for invoicing and payment of claims and for the re-submittal of denied claims.

Rates

Only services specifically pre-authorized by, and for which a job number (aka “Ride ID”) has been assigned to the Provider by MODIVCARE will be compensated. Provider must perform transportation at the class of service (e.g., ambulatory sedan/van, wheelchair, or non-emergency ambulance) as requested by MODIVCARE.

Provider agrees to accept on a per trip basis the lesser of its actual billed charges or the amount calculated using the applicable mileage and rates shown in the table included as Attachment 1 to this Exhibit B. The parties agree that Provider’s bill to MODIVCARE and all payments made by MODIVCARE to Provider include all applicable state and local sales and use taxes on transportation services. Provider understands they are responsible to calculate and remit all applicable taxes on such services. Provider agrees to provide proof of registration with taxing agencies and payment of such taxes upon request.

Provider agrees that MODIVCARE’s determination of mileage shall be final. If Provider believes there to be a material mileage error, Provider may bring it to MODIVCARE’s attention before running the trip. MODIVCARE will review the trip or trips in question and may reference other software to verify the distance. Any correction remains the sole decision of MODIVCARE. If Provider is not satisfied with MODIVCARE’s decision regarding the mileage it may reroute the trip. Performance of a trip constitutes acceptance of the mileage provided by MODIVCARE. In addition, the parties agree that MODIVCARE may use automated vehicle location (“AVL”) geocoded data, when available, to review and/or research mileage determinations, service, or performance issues.

Invoices Submitted to MODIVCARE.

If using an approved Software Partner, Provider warrants and represents that any rates or formulas used by the Software Partner to calculate the invoice amount is materially consistent with the rates shown in the table included as Attachment 1 to this Exhibit B. Providers that use an approved Software Partner shall provide all required data elements as defined in this Agreement. Performance of a MODIVCARE assigned trip by Provider shall be deemed as approval and/or authorization for its approved Software Partner to communicate the aforesaid data for each vehicle and driver that performs a MODIVCARE assigned trip.

Co-Pay, Subrogation, and Coordination of Benefits

In the event that Participants are responsible for any co-payment per trip, then Provider is responsible for collection of those amounts. Provider shall retain the co-payment and the total of the collectible co-payment will be deducted from the total charges payable to Provider.

Provider agrees to fully cooperate with MODIVCARE's and Client's efforts, if any, with regard to third party recovery rights (e.g., subrogation and coordination of benefits) for services provided under this Agreement.

Wait time

Only wait time specifically pre-authorized by MODIVCARE will be compensated.

Payment Terms

AS A CONDITION OF PAYMENT, PROVIDER MUST SUBMIT ACCURATE INVOICES, INCLUDING PROPERLY COMPLETED TRIP LOGS, TO MODIVCARE WITHIN ONE-HUNDRED EIGHTY (180) DAYS OF DATE OF SERVICE. TIME IS OF THE ESSENCE WITH RESPECT TO PROVIDING PROMPT AND ACCURATE INVOICES. INVOICES NOT SUBMITTED WITHIN ONE-HUNDRED EIGHTY (180) DAYS OF DATE OF SERVICE WILL BE DENIED AND DISALLOWED IN THEIR ENTIRETY. HOWEVER, PROVIDER'S FAILURE TO SUBMIT A CLAIM WITHIN THIS TIME WILL NOT INVALIDATE OR REDUCE ANY CLAIM IF IT WAS NOT REASONABLY POSSIBLE FOR PROVIDER TO SUBMIT THE CLAIM WITHIN THAT TIME. IN SUCH CASE, THE CLAIM SHOULD BE SUBMITTED AS SOON AS REASONABLY POSSIBLE, AND IN NO EVENT, LATER THAN ONE (1) YEAR FROM THE TIME SUBMITTAL OF THE CLAIM IS OTHERWISE REQUIRED.

Claims that are denied and returned to Provider because of missing information may be resubmitted with the previously missing information. These claims will be denied in their entirety if not resubmitted within ninety (90) days of the date the claim was returned to the Provider. Provider shall continue to perform its obligations hereunder regardless of any outstanding contested amounts.

If Provider must first submit a claim to Medicare as the primary payer, the claims submission timeframes shall begin on the date of the denial of the claim by Medicare. A copy of the Medicare denial notice must be submitted with Provider's invoice.

Provider shall cooperate with MODIVCARE and/or Client initiated quality assurance activities, including, but not limited to, audits to confirm Participants actually attended covered medical services associated with trips invoiced by Provider. Notwithstanding any provision of the Agreement to the contrary, MODIVCARE shall only pay for transportation services when Participants actually attend a Medicaid and/or Medicare covered medical service. If a trip payment to Provider is denied because a Participant did not attend an associated covered medical service, Provider may, to the extent permitted by law, directly bill the Participant for the transportation services. Any duplicate or overpayments made to Provider may be offset by MODIVCARE against future payments to Provider.

MODIVCARE pays properly submitted uncontested invoices twice per month by check or electronic transfer within thirty (30) days after receipt (which may be the date of receipt of paper trip logs with member signatures, if applicable), or more frequently if required by applicable State regulations or by

the Client Contract. If a payment date falls on a holiday, payments will be made on the next working weekday.

In the event that the Client is unable or unwilling to pay MODIVCARE amounts validly due under the Client Contract, MODIVCARE may delay payments to Provider until such time as the Client pays the outstanding amounts.

Quality Assurance

MODIVCARE will regularly confirm Participant attendance at the medical appointments designated in the trip reservations as part of its duty to prevent and mitigate fraud, waste and abuse. Provider agrees to cooperate with MODIVCARE to investigate any instances in which a medical facility reports a Participant did not attend an appointment associated with a trip reservation that has been reported as a completed trip by Provider and has been invoiced to and paid by MODIVCARE. Provider's failure to respond in writing within thirty (30) days of MODIVCARE's written request shall be considered confirmation that the trip did not occur, and Provider waives any right to protest or appeal such determination. MODIVCARE shall deduct the cost of such trips from Provider's next payment. If no payments to Provider are due, the Provider shall return the amounts in question to MODIVCARE within thirty (30) days of written demand.

Optional Participant Signature Requirements

The following additional provisions shall apply if, and only if, a MODIVCARE Client requires a Participant signature to be captured as confirmation of a completed trip.

- MODIVCARE shall notify Provider in writing no less than 30 days prior to implementation of a Client mandated Participant signature requirement, in which event, and as a condition of payment, Provider's electronic invoice shall include Participant's e-signature.
- If Provider's electronic invoice does not capture the Participant's e-signature, Provider shall submit to MODIVCARE completed paper trip logs, including Participants' signatures, for all trips billed by Provider.
- In the event a Participant is incapable of e-signing or signing the paper trip log, a member of the Participant's household or designated caretaker, or a representative of the drop-off medical facility is required to e-sign or sign the paper trip log using their own name (i.e., not signing the Participant's name) and stating their relationship to the Participant (i.e., James Doe – father, or Jane Doe – facility nurse). In no event should a driver or attendant sign the Participant's name on behalf of the Participant.
- Unsigned trips, trips with Participant's initials instead of signatures, or trips with notes that the Participant is unable to sign are considered incomplete and will not be accepted for payment. Improperly completed or incomplete paper trip logs, if applicable, will be returned to Provider and payment will be denied for either the entire trip log or for individual trips reported thereon, whichever is applicable.
- If Provider is submitting paper trip logs to supplement electronic invoices, Provider must also include a completed summary invoice form with each batch of trip logs submitted to MODIVCARE. Provider shall use trip log and summary invoice forms that are provided by MODIVCARE. MODIVCARE reserves the right to modify the format of the trip log and

summary invoice form from time to time. Provider may use alternative trip log or summary invoice forms only with the express written consent of MODIVCARE.

- Paper trip logs must be free of excessive changes. Changes on the trip log should be made with a single line through the text so that the original text remains visible (i.e., no whiteouts, blackouts or complete obscuring of original text). Any changes on the trip log should be dated and initialed by the driver. MODIVCARE reserves the right to deny individual trips or entire trip logs with excessive changes pending confirmation of the details of such changes with Provider.
- For clarity, paper trip logs are only required if Provider's electronic invoices do not capture Participants' e-signatures. Paper trip log are not required if Provider's electronic invoices capture and transmit Participant e-signatures.

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**ATTACHMENT 1 TO EXHIBIT B
RATE CARD**

Provider Name (“Provider”): _____

Rate Table

Rate Description	Base Rate	Miles Included in Base Rate	Comments
Non-Emergency Ambulance Services:			
<i>Basic Life Support (BLS) - Base Rate</i>	\$1,073.91		
<i>Advanced Life Support (ALS) - Base Rate</i>	\$1,073.91		
<i>Specialty Care Transport (SCT) - Base Rate</i>			
<i>Ground Mileage Rate</i>			

The rates listed on this Attachment 1 to Exhibit B shall be effective on the date executed by ModivCare as specified below (the “Effective Date”).

MODIVCARE SOLUTIONS, LLC

PROVIDER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Effective Date: _____

Date: _____

EXHIBIT C
SUBCONTRACTOR BUSINESS ASSOCIATE AGREEMENT

This Subcontractor Business Associate Agreement (“Agreement”) is entered into as of the **Effective Date**, by and between MODIVCARE and **Provider** (also the “**Subcontractor Business Associate**” or “**Subcontractor**”) to comply with the Privacy Rule and the Security Rule promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), 45 CFR Parts 160 through 164, and the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”).

Whereas, MODIVCARE and Subcontractor Business Associate are parties to a pre-existing agreement (the “Prior Agreement”), pursuant to which Subcontractor Business Associate provides services to MODIVCARE; **Whereas**, in connection with services provided under the Prior Agreement, MODIVCARE makes available to Subcontractor Business Associate certain Protected Health Information that is confidential and must be afforded special treatment and protection;

Whereas, MODIVCARE has entered into Business Associate Agreements with certain Covered Entity Clients and, pursuant to such Business Associate Agreements, MODIVCARE has agreed to maintain an agreement with each agent or subcontractor that has or will have access to the Protected Health Information which MODIVCARE creates or receives in the course of performing services for its Covered Entity Clients; and

Whereas, the parties are entering into this Agreement, the terms of which shall be part of and subject to the Prior Agreement, in order for MODIVCARE to satisfy its obligations under HIPAA and one or more Business Associate Agreements to which MODIVCARE is a party.

Now therefore, the Parties agree as follows:

1. **Definitions.** The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.
 - a. **Covered Entity Client** shall mean an entity with whom MODIVCARE contracts for transport services which qualifies as a “Covered Entity” under 45 C.F.R. § 160.103, as amended.
 - b. **Designated Record Set** shall have the same meaning given such term under 45 C.F.R. § 164.501, as amended.
 - c. **HIPAA** shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
 - d. **HIPAA Regulations** shall mean the regulations promulgated under HIPAA by the United States Department of Health and Human Services at 45 C.F.R. Parts 160-164.
 - e. **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Investment Act of 2009, Public Law 111-5, enacted on February 17, 2009.
 - f. **Individual** shall mean the person who is the subject of the Protected Health Information, and shall include a person who qualifies as a personal representative of that person.
 - g. **Protected Health Information (“PHI”)** means individually identifiable health information (as defined in 45 C.F.R. § 160.103, as amended), limited to the information created or received by Subcontractor from or on behalf of MODIVCARE or MODIVCARE’s Covered Entity Clients. It includes information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that (a) identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
 - h. **Secretary** shall mean the Secretary of the Department of Health and Human Services (“HHS”) and any other officer or employee of HHS to whom the authority involved has been delegated.
 - i. **Unsecured Protected Health Information (“Unsecured PHI”)** shall mean PHI that is not secured through the use of technology or methodology specified by the Secretary in applicable guidance.

j. **Breach** shall mean the unauthorized acquisition, access, use, or disclosure of PHI which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. Exceptions to this definition exist for cases in which: (1) the unauthorized acquisition, access, or use of PHI is unintentional and made by an employee or individual acting under authority of Subcontractor if such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship with Subcontractor, and such information is not further acquired, accessed, used, or disclosed; (2) an inadvertent disclosure occurs by an individual who is authorized to access PHI at Subcontractor to another similarly situated individual at Subcontractor, as long as the PHI is not further acquired, accessed, used, or disclosed without authorization; or (3) a disclosure of PHI occurs and Subcontractor has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

k. **Security Incident** shall have the meaning set forth in 45 C.F.R. § 164.304 and related Guidance promulgated by the Secretary.

l. Any terms capitalized, but not otherwise defined, in this Agreement shall have the same meaning as those terms have under HIPAA, the HIPAA Regulations, and the HITECH Act.

2. **Limits on use and Disclosure of PHI.** Subcontractor agrees that it will not use or disclose PHI for any purpose other than as expressly permitted or required by this Agreement. Subcontractor may use or disclose PHI for the following purposes:

a. As reasonably necessary to perform the services described in, and to effectuate the purposes of, the Prior Agreement, or as otherwise permitted or required under this Agreement or as Required By Law;

b. For the proper management and administration of Subcontractor's business and to carry out its legal responsibilities provided that: (i) such disclosures are Required by Law; or (ii) Subcontractor obtains in writing prior to making any disclosure to a third party (a) reasonable assurances from the third party that the PHI will be held confidentially and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the third party; and (b) an agreement from the third party to notify Subcontractor immediately of any instance of which it is aware in which the confidentiality of the PHI has been breached; and

c. To perform Data Aggregation Services, as that term is defined by 45 C.F.R. § 164.501, on behalf of MODIVCARE.

3. **Additional Obligations:**

a. **Limits on use and Further Disclosure.** Subcontractor agrees that the Protected Health Information shall not be further used or disclosed other than as permitted or required by the Prior Agreement, as amended by this Agreement or as Required by Law.

b. **Safeguards.** Subcontractor will establish and maintain appropriate safeguards and warrants that it has established reasonable safeguards to prevent any use or disclosure of the PHI, other than as provided for by the Prior Agreement, as amended by this Agreement, or as Required by Law. Without limiting the foregoing, Subcontractor agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI. Subcontractor further warrants that it will not use or disclose any PHI in any manner that will violate HIPAA Regulations if MODIVCARE engaged in such activity. Subcontractor shall specifically comply with 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316 of the Security Rule as such regulations are amended from time to time, as required by the HITECH Act. Subcontractor agrees to periodically complete a privacy and security survey, audit, and/or attestation if requested by MODIVCARE to assist MODIVCARE in auditing Subcontractor's compliance with the HIPAA Regulations.

c. **Minimum Necessary.** Subcontractor shall only request, use, and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use, or disclosure.

d. **Reports of Improper use or Disclosure.** Subcontractor shall report to MODIVCARE, within one business day, any use or disclosure of PHI not provided for or allowed by this Agreement of which Subcontractor becomes aware. Without limiting the foregoing, Subcontractor agrees to report to MODIVCARE, within one

business day, any Security Incident with respect to Electronic PHI of which it becomes aware. Such reports should be made to the designated MODIVCARE HIPAA Compliance Officer at any of the following:

ModivCare Solutions, LLC
Attn: HIPAA Compliance Officer
1275 Peachtree St., 6th Floor
Atlanta, GA 30309

Or

Telephone:
1- 800-486-7647

Or

Email:
hipaaofficer@ModivCare.com

e. **Breach Notification.** In the event of a Breach of Unsecured PHI, Subcontractor shall provide written notification to MODIVCARE of such Breach without unreasonable delay and no more than one business day from discovery of the Breach so that MODIVCARE can notify its Covered Entity Clients, if required. A Breach is treated as discovered as of the first day on which the Breach is known to Subcontractor or, by exercising reasonable diligence, would have been known to the Subcontractor. Knowledge of a Breach by a member of the workforce or other agent of the Subcontractor (other than the person committing the Breach) is imputed to Subcontractor. Consequently, Subcontractor shall implement reasonable policies and systems for discovery of Breaches and train its workforce members and agents to recognize and promptly report a Breach. Subcontractor understands and agrees that it bears the burden to prove why a Breach Notification is not required. Consequently, Subcontractor shall carefully document risk assessments and how any applicable exceptions are met.

f. **Contents of Breach Notification.** Subcontractor's notification to MODIVCARE of a Breach of Unsecured PHI must be written in plain language and describe: (1) what happened, including the date of the Breach and date of discovery; (2) the types of Unsecured PHI that were involved; (3) any steps individuals should take to protect themselves from potential harm resulting from the Breach; (4) what the Subcontractor is doing to investigate the Breach, to mitigate harm, and to protect against further Breaches; and (5) contact procedures for individuals to ask questions or learn additional information. The notice must also include the identification of each individual whose Unsecured PHI has been or is reasonably believed to have been Breached, if known. Subcontractor shall provide any additional information concerning the Breach as reasonably requested by MODIVCARE. Notification must be provided in writing to the designated MODIVCARE HIPAA Compliance Officer at the address and fax number above. If the Subcontractor believes that the Breach poses an imminent threat of misuse of Unsecured PHI, the Subcontractor shall also provide immediate notice to the designated MODIVCARE HIPAA Compliance Officer via telephone, email or other appropriate means. Subcontractor will make itself, and any subcontractors, agents, or employees available to MODIVCARE at no cost to MODIVCARE to testify as witnesses or otherwise in the event of litigation or administrative proceedings based upon claimed violation of HIPAA, except where Subcontractor is named an adverse party to MODIVCARE.

g. **Subcontractors and Agents.** Subcontractor agrees that anytime PHI is provided or made available to any subcontractors or agents, Subcontractor must enter into a Business Associate Agreement with the subcontractor or agent that contains the same terms, conditions and restrictions on the use and disclosure of PHI as contained in this Agreement. This includes without limitation any contracts with billing companies, factoring

companies, or other entities to whom Subcontractor may provide its trip logs, trip manifests, or MODIVCARE billing documents.

h. **Right of Access to Information.** To the extent that MODIVCARE is obligated by contract or by law to provide Individuals access to Protected Health Information in a Designated Record Set, Subcontractor will provide such access to MODIVCARE within five business days of MODIVCARE's request. This right of access shall conform with and meet all of the requirements of 45 C.F.R. § 164.524.

i. **Amendment and Incorporation of Amendments.** Subcontractor agrees to make PHI contained in a Designated Record Set available to MODIVCARE for amendment within five business days of MODIVCARE's request and to incorporate any amendments to PHI in accordance with 45 C.F.R. § 164.526.

j. **Provide Accounting.** Subcontractor will document disclosures of PHI and information related to such disclosures as would be required for MODIVCARE or MODIVCARE's Covered Entity Clients to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. Subcontractor will provide such information to MODIVCARE upon request.

k. **Access to Books and Records.** Subcontractor agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received on behalf of MODIVCARE, available to MODIVCARE and to the Secretary for purposes of determining MODIVCARE Covered Entity Client's compliance with HIPAA, HIPAA Regulations, and the HITECH Act.

l. **Return or Destruction of Information.** Upon request or at termination of this Agreement, Subcontractor agrees to return or destroy all PHI received from MODIVCARE or MODIVCARE's Covered Entity Clients, or created or received by Subcontractor on MODIVCARE's behalf. If return or destruction of the PHI is not feasible, Subcontractor agrees to extend the protections of this Agreement for as long as necessary to protect the PHI and to limit any further use or disclosure. If Subcontractor elects to destroy the PHI, it shall certify to MODIVCARE that the Protected Health Information has been destroyed.

m. **Mitigation Procedures.** Subcontractor agrees to mitigate, to the maximum extent practicable and at Subcontractor's expense, any harmful effect of the use or disclosure of PHI in a manner contrary to this Agreement or applicable law.

n. **Sanction Procedures.** Subcontractor will develop and implement a system of sanctions for any employee, subcontractor or agent who violates the terms of this Agreement or applicable law.

o. **Training.** Subcontractor will train its employees, agents, and subcontractors on the requirements of this Agreement, HIPAA, the HITECH Act, and the HIPAA Regulations, and will provide proof of such training to MODIVCARE upon request.

p. **Property Rights.** Subcontractor agrees that it acquires no title or rights to the PHI, including any de-identified information, as a result of this Agreement.

4. **Term and Termination.** The Term of this Agreement shall commence as of the date executed by the parties, and shall terminate when all of the PHI provided to Subcontractor by MODIVCARE, or created or received by Subcontractor on behalf of MODIVCARE, is destroyed or returned to MODIVCARE, or, if it is not feasible to return or destroy, protections are extended to such information.

5. **Termination for Cause.** Upon MODIVCARE's knowledge of a material breach by Subcontractor of the terms of this Agreement, MODIVCARE shall either:

a. Provide an opportunity for Subcontractor to cure the breach or to end the violation within a time specified by MODIVCARE. Should the Subcontractor not cure the breach nor end the violation within the time specified by MODIVCARE, MODIVCARE may terminate the Prior Agreement immediately without penalty;

b. Immediately terminate the Prior Agreement if Subcontractor has breached a material term of this Agreement and cure is not possible; or

c. If neither termination nor cure is feasible, MODIVCARE shall report the violation to the Secretary.

6. **RESERVED.**

7. **Miscellaneous:**

a. **Binding Nature.** This Agreement shall be binding on the Parties hereto and their successors and assigns.

b. **Article Headings.** The article headings used are for reference and convenience only, and shall not enter into the interpretation of this Agreement.

c. **State Law.** To the extent any applicable state law confidentiality requirements are not preempted by HIPAA, Subcontractor agrees to comply with such state law requirements.

d. **Third Party Participants.** Subcontractor agrees that any of MODIVCARE’s Covered Entity Clients to whom Subcontractor provides services and with whom MODIVCARE has entered into a Business Associate agreement are third party Participants of this Agreement. Notwithstanding the foregoing, no other individual or entity shall be considered a third party beneficiary of this Agreement.

e. **Amendment.** The Parties mutually agree to amend this Agreement from time to time as necessary for either party to comply with the requirements of HIPAA, the HITECH Act, and/or the HIPAA Regulations as they may be amended or revised from time to time, and any judicial, legislative, or administrative interpretation which alters or conflicts with any provisions contained herein. If the parties are unable to agree on an amendment within ten business days thereafter, MODIVCARE may terminate the Agreement immediately with written notice to Subcontractor.

f. **Conflict.** In the event of any conflict between this Agreement and the Prior Agreement as to the subject matter referenced herein, this Agreement shall control.

g. **Interpretation.** The terms of this Agreement shall be construed in light of any applicable interpretation or guidance on HIPAA, the HITECH Act, and/or the HIPAA Regulations issued by the HHS or the Office for Civil Rights from time to time. This Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, and the HIPAA Regulations. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, and the HIPAA Regulations.

h. **Independent Contractors.** Subcontractor and MODIVCARE agree that they are independent parties and not employees, partners, or party to a joint venture of any kind. Neither party shall hold itself out as the other’s agent for any purpose, and shall have no authority to bind the other to any obligation.

i. **Assignment.** Subcontractor shall not assign its rights or obligations under this Agreement without the prior written consent of MODIVCARE.

IN WITNESS WHEREOF, MODIVCARE and Subcontractor have caused this Agreement to be signed and delivered by their duly authorized representatives, as of the date set forth above.

MODIVCARE SOLUTIONS, LLC

SUBCONTRACTOR

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT D
FRAUD, WASTE AND ABUSE PREVENTION POLICY

Federal law requires that entities that receive at least \$5 million in annual payments under a State Medicaid program establish written policies for their employees, contractors and agents that furnish detailed information regarding the federal and state False Claims Acts, the administrative remedies available under those acts, other protection under the acts, and the Company’s procedures for detecting fraud, waste and abuse.

ModivCare’s policy is to provide detailed information to all employees, contractors and agents about federal and state False Claims Acts as well as information about ModivCare’s policies and procedures to detect and prevent fraud, waste and abuse. We require that you adhere to these policies and disseminate the information in this Exhibit D to all employees and contractors. The information in this policy forms part of its employee manual, its transportation provider manual, and is distributed to all contractors and agents as required by the Deficit Reduction Act of 2005.

Federal False Claims Act

The federal False Claims Act applies to the submission of claims by healthcare providers for payment by Medicare, Medicaid and other federal and state healthcare programs. The False Claims Act is the federal government’s primary civil remedy for improper or fraudulent claims. It applies to all federal programs, from military procurement contracts to welfare benefits to healthcare benefits.

The False Claims Act prohibits, among other things:

- knowingly presenting or causing to be presented to the federal government a false or fraudulent claim for payment or approval;
- knowingly making or using, or causing to be made or used, a false record or statement in order to have a false or fraudulent claim paid or approved by the government;
- conspiring to defraud the government by getting a false or fraudulent claim allowed or paid; and
- knowingly making or using, or causing to be made or used, a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the government.

“Knowingly” means that a person, with respect to information: 1) has actual knowledge of the information; 2) acts in deliberate ignorance of the truth or falsity of the information; or 3) acts in reckless disregard of the truth or falsity of the information.

Enforcement

- The United States Attorney General may bring civil and criminal actions for violations of the False Claims Act. In a civil action the government must establish its case by presenting a preponderance of the evidence, while in a criminal action it must meet the higher burden of proof that applies in criminal cases. The False

Claims Act allows private individuals to bring “qui tam” actions for violations of the False Claims Act.

Reporting Suspected Fraud, Waste or Abuse

An employee or contractor who has knowledge or information that any activity that may violate any of the laws discussed above or of any fraud, waste or abuse should notify his or her supervisor or other management official, who will in turn report the matter to ModivCare. Transportation providers must have a system in place for reporting potential violations, which includes a way of reporting information anonymously.

No Retaliation

Federal and state law as well as ModivCare policy prohibits any retaliation or retribution against any person who reports suspected violations of these laws whether to their employer, to ModivCare, to law enforcement officials or by filing a lawsuit on behalf of the government. Anyone who believes that he or she has been the subject to any such retaliation or retribution should also report this to their supervisor or other appropriate person, as provided by their employer’s policy covering such matters.

Program Fraud Civil Remedies Act of 1986

The Program Fraud Civil Remedies Act of 1986 (“PFCRA”) authorizes federal agencies such as the Department of Health and Human Services to investigate and assess penalties for the submission of false claims to the agency. The conduct prohibited by the PFCRA is similar to that prohibited by the False Claims Act. For example, a person may be liable under the PFCRA for making, presenting, or submitting, or causing to be made, presented, or submitted, a claim that the person knows or has reason to know:

- is false, fictitious, or fraudulent;
- includes or is supported by any written statement that:
 - omits a material fact;
 - is false, fictitious, or fraudulent as a result of such omission; and
 - include such material fact; or
 - is for payment for the provision of property or services which the person has not provided as claimed.

If a government agency suspects that a false claim has been submitted, it can appoint an investigating official to review the matter. The investigating official may issue a subpoena to further investigate, or may refer the matter to the Department of Justice for proceedings under the False Claims Act. If, based on the investigating official’s report, an agency concludes that further action is warranted, it may issue a complaint regarding the false claim. A hearing following the detailed due process procedures set forth in the regulations implementing the PFCRA would be held.

State False Claims Acts

In addition to the requirements of federal law, you must comply with applicable state laws. At this time, nearly forty states have enacted False Claims Acts that are similar in substance and procedure to the Federal laws described, above. In addition, a number of municipalities, such as Chicago and New York City have their own False Claims Acts that are similar in substance and procedure to the Federal laws described above.

Fraud, Waste and Abuse / Company Detection

ModivCare has numerous policies and procedures for detecting fraud, waste and abuse. Some of the most important procedures are described below.

- A specific gate keeping protocol during the reservation process is used to verify that the member is eligible for transportation and that the trip is to a Medicaid provider.
- A detailed verification process for each invoice submitted by transportation providers checks whether the trip was performed by an eligible driver in a certified vehicle; that the price is correct; and that the member signed for the trip.
- Standing orders are regularly recertified with the health care facility.
- Patient attendance records at health care facilities are compared to provider invoices.
- Field monitors inspect vehicles and monitor trips for compliance.
- Every trip must be preauthorized, have a job number, and be performed in compliance with contract requirements in order to be paid.
- All network transportation provider drivers undergo criminal background checks and are checked against the OIG exclusion database. No excluded person may drive under a ModivCare contract.

ModivCare takes any allegation of fraud, waste or abuse very seriously and appropriately investigates any such allegation. Providers are required to report suspected cases of fraud, waste, abuse or other impropriety. Providers must cooperate in any investigations initiated by ModivCare or any government agency, as required by law.

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EXHIBIT E
SERVICE LEVEL COMMITMENTS & PROVIDER INFORMATION

Provider agrees to maintain the following operational availability, service areas, and service standards:

Method for Receiving Trips from MODIVCARE:

MODIVCARE Web-Based Platform:

Integrated 3rd Party Dispatch Platform:

- WellRyde*
- DispatchBot*
- CTS TripMaster*
- Other: _____

Transportation Service Hours:

	Operating Hours (Local Time)	Day(s) of Week
Normal Hours:	_____ to _____	__ Su / __ M / __ Tu / __ W / __ Th / __ F / __ Sa
After Hours:	_____ to _____	__ Su / __ M / __ Tu / __ W / __ Th / __ F / __ Sa
Weekend Hours:	_____ to _____	__ Su / __ M / __ Tu / __ W / __ Th / __ F / __ Sa

Service Area(s):

Counties:	
Zip Codes:	

Dispatch Contact Info & Operating Hours:

Phone: _____
 Fax: _____
 Email: _____
 Normal Hours: _____
 After Hours: _____

24/7 Emergency Contact Name and Phone #:

Name: _____
Phone: _____

Provider's Authorized Representative:

Name: _____
Title: _____
Phone: _____
Email: _____

Provider's Mailing Address:

Care Of: _____
Address 1: _____
Address 2: _____
City: _____
State: _____
Zip Code: _____

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EXHIBIT F

ModivCare is a subcontracted vendor performing non-emergency medical transportation brokerage and related services on behalf of managed care organizations (our “Clients”) who are in turn contracted with the North Carolina Department of Health and Human Services (“DHHS”). As noted in the language highlighted in paragraph 6, below, the contracts between our Clients and DHHS requires the inclusion of the following Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction be included in all downstream agreements. Provider is understood to be “Subcontractor” as used in the following Certification.

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

1. By signing this Agreement, Subcontractor 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 Subcontractor 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. Subcontractor will provide immediate written notice to Plan if at any time Subcontractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 C.F.R. Part 76.
5. Subcontractor agrees that 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. Subcontractor further agrees 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. Subcontractor 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 Subcontractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

PROVIDER

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT G

NORTH CAROLINA MANDATORY MEDICAID PROVISIONS

ModivCare is a subcontracted vendor performing non-emergency medical transportation brokerage and related services on behalf of managed care organizations (our “Clients”) who are in turn contracted with the North Carolina Department of Health and Human Services (“DHHS”). The contracts between our Clients and DHHS requires the inclusion of the following mandatory and superseding provisions in all downstream provider agreements. All other provisions of the Agreement that are not in conflict with this Exhibit remain in full force and effect.

1. **Survival - Insolvency:** In the case of ModivCare’s insolvency, Provider agrees to cooperate in good faith with ModivCare Clients and/or the NC DHHS to timely transition administrative duties and records.
2. **Member Billing:** Provider shall not bill any Medicaid Managed Care Member for covered services, except for specified coinsurance, copayments, and applicable deductibles. This provision does not prohibit Provider and Member from agreeing to continue non-covered services at the Member's own expense, as long as Provider has notified the Member in advance that the NC Medicaid NEMT program may not cover or continue to cover specific services and the Member agrees to receive the service.
3. **Member Billing:** Provider shall collect applicable Member deductibles, copayments, coinsurance, and fees for non-covered services.
4. **Provider Accessibility:** Provider's shall provide service in accordance with the standards for provider accessibility defined in the Agreement.
5. **Member Appeals and Grievances:** Provider shall cooperate with the Member regarding Member appeals and grievance procedures.
6. **Assignment:** Provider shall not assign, delegate, or transfer its duties and obligations under the Agreement without the prior written consent of ModivCare.
7. **Assignment:** ModivCare shall notify Provider, in writing, of any duties or obligations that are to be delegated or transferred by ModivCare, before the effective date of such delegation or transfer.
8. **Government Funds:** Provider acknowledges that funds used for Provider’s payments are government funds.
9. **G. S. § 58-50-270(1) through (3):** The terms defined in North Carolina G. S. § 58-50-270(1) through (3) apply to the Agreement, as applicable. Specifically:
 - a. "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.
 - b. "Contract" – means 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.

10. **G. S. § 58-50-275(a) and (b):** The notice provision defined in North Carolina G. S. § 58-50-275(a) and (b) apply to the Agreement. Specifically, notices provided under the Agreement shall be deemed made (i) five business days following the date the notice is placed, first-class postage prepaid, in the United States mail; (ii) on the day the notice is hand delivered; (iii) for certified or registered mail, the date on the return receipt; or (iv) for commercial courier service, the date of delivery.
11. **G. S. § 58-50-280(a) through (d):** The requirements for Amendments defined in North Carolina G. S. § 58-50-280(a) through (d) apply to the Agreement, as applicable. Specifically:
 - a. ModivCare shall send any proposed contract amendment to Provider's notice contact pursuant to G.S. 58-50-275. The proposed amendment shall be dated, labeled "Amendment," signed by ModivCare, and include an effective date for the proposed amendment.
 - b. Provider shall be given at least 60 days from the date of receipt to object to the proposed amendment. The proposed amendment shall be effective upon Provider failing to object in writing within 60 days.
 - c. If Provider objects to a proposed amendment, then the proposed amendment is not effective and ModivCare shall be entitled to terminate the contract upon 60 days written notice to Provider.
 - d. Nothing prohibits Provider and ModivCare from negotiating contract terms that provide for mutual consent to an amendment, a process for reaching mutual consent, or alternative notice contacts.
12. **G. S. § 58-50-285(a) and (b):** In compliance with North Carolina G. S. § 58-50-285(a) and (b), ModivCare will provide a copy of its policies and procedures, in the form of a Provider Manual to Provider prior to execution of a new or amended contract and annually. The Provider Manual may be provided to Provider in hard copy, CD, or other electronic format, and may be provided by posting the Provider Manual on the ModivCare web site. The Provider Manual shall not conflict with or override any term of the Agreement, including payment rates and fees. In the event of a conflict between the Provider Manual and the language in the Agreement, the Agreement language shall prevail.
13. **Compliance with State and Federal Laws:** Provider understands and agrees that it is subject to all state and federal laws, rules, regulations, waivers, policies and guidelines, and court-ordered consent decrees, settlement agreements, or other court orders that apply to the Agreement and ModivCare Clients' managed care contract with the North Carolina Department of Health and Human Services (NC DHHS), and all persons or entities receiving state and federal funds. Provider understands and agrees that any violation by a provider of a state or federal law relating to the delivery of services pursuant to this Agreement, or any violation of the Clients' contracts with NC DHHS could result in liability for money damages, and/or civil or criminal penalties and sanctions under state and/or federal law.
14. **Hold Member Harmless:** Provider agrees to hold the Member harmless for charges for any covered service. Provider agrees not to bill a Member for medically necessary services covered by the ModivCare so long as the Member is eligible for coverage.

15. **Liability:** Provider understands and agrees that the NC DHHS does not assume liability for the actions of, or judgments rendered against, ModivCare, its employees, agents or subcontractors. Further, Provider understands and agrees that there is no right of subrogation, contribution, or indemnification against NC DHHS for any duty owed to Provider by ModivCare or any judgment rendered against ModivCare.
16. **Non-discrimination / Equitable Treatment of Members:** Provider agrees to render Provider Services to Members with the same degree of care and skills as customarily provided to Provider’s customers who are not Members, according to generally accepted standards of business. Provider and ModivCare agree that Members and non-Members should be treated equitably. Provider agrees not to discriminate against Members on the basis of race, color, national origin, age, sex, gender, or disability.
17. **Department authority related to the Medicaid program:** Provider agrees and understands that in the State of North Carolina, the Department of Health and Human Services is the single state Medicaid agency designated under 42 C.F.R. §431.10 to administer or supervise the administration of the state plan for medical assistance. The Division of Health Benefits is designated with administration, provision, and payment for medical assistance under the Federal Medicaid (Title XIX) and the State Children's Health Insurance (Title XXI) (CHIP) programs. The Division of Social Services (DSS) is designated with the administration and determination of eligibility for the two programs.
18. **Access to provider's records:** Provider agrees to provide at no cost to the following entities or their designees with prompt, reasonable, and adequate access to the Agreement and any records, books, documents, and papers that relate to the Agreement and/or Provider’s performance of its responsibilities under this Agreement for purposes of examination, audit, investigation, contract administration, the making of copies, excerpts or transcripts, or any other purpose NC DHHS deems necessary for contract enforcement or to perform its regulatory functions:
- i. The United States Department of Health and Human Services or its designee;
 - ii. The Comptroller General of the United States or its designee;
 - iii. 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.

Provider shall cooperate with all announced and unannounced site visits, audits, investigations, post-payment reviews, or other program integrity activities conducted by the NC Department of Health and Human Services.

Nothing in this section shall be construed to limit the ability of the federal government, the Centers for Medicare and Medicaid Services, the U.S. Department of Health and Human Services Office

of Inspector General, the U.S. Department of Justice, or any of the foregoing entities' contractors or agents, to enforce federal requirements for the submission of documentation in response to an audit or investigation.

19. **Provider ownership disclosure:** Provider agrees to disclose the required information, at the time of application, and/or upon request, in accordance with 42 C.F.R. § 455 Subpart B, related to ownership and control, business transactions, and criminal conviction for offenses against Medicare, Medicaid, CHIP and/or other federal health care programs. See 42 C.F.R. § 455, Parts 101 through 106 for definitions, percentage calculations, and requirements for disclosure of ownership, business transactions, and information on persons convicted of crimes related to any federal health care programs.

Provider agrees to notify, in writing, ModivCare and the NC Department of Health and Human Services of any criminal conviction within twenty (20) days of the date of the conviction.

20. **Provider Grievances and Appeals:** Provider and ModivCare agree to address and resolve grievances and appeals through the Dispute Resolutions and Arbitration provisions defined in Section II.H. of the Agreement.
21. **Provider Grievances and Appeals:** Provider shall complete the steps of the Dispute Resolutions and Arbitration provisions defined in Section II.H. of the Agreement before seeking other legal or administrative remedies under state or federal law.
22. **Submission of Claims:** Provider shall not submit claim or encounter data for services covered by Medicaid Managed Care and ModivCare's Clients directly to NC DHHS.
23. **Annual Audit / Review:** Provider agrees that ModivCare may conduct an annual review of Provider to ensure all requirements of the Agreement are met.
24. **Staff and Volunteer Records:** If Applicable, Provider shall maintain a file for their staff, approved volunteers, and member relatives and friends who are reimbursed directly for NEMT services. ModivCare may review these files to assure that all information is current within timeframes specified by ModivCare's and/or its Client's fraud, waste, and abuse monitoring plan.
25. **Staff and Volunteer Changes:** Provider shall maintain an agreement with each of its staff and approved volunteers to report all changes to file records.
26. **Driver Age and Records:** Provider agrees ModivCare may perform a periodic review of driver licenses and verification all drivers are at least 18 years of age and properly licensed. Provider will review driving records of all drivers every 12 months.
27. **Driver Age and Licensure:** All drivers must be at least 18 years of age and properly licensed to operate the specific vehicle used to transport members.
28. **Alcohol and Drug Testing:** Provider's drivers must participate in a random and reasonable suspicion alcohol and drug-testing program modeled on the Federal Transit Authority alcohol and drug testing program.

29. **Criminal Background Checks:** Provider will conduct criminal background checks for all drivers. Drivers with disqualifying criminal history as defined by NC DHHS may not perform services under this Agreement.
30. **Driver Screening Policy:** Provider must have a driver screening policy for employees, and volunteers who transport members.
31. **Annual Review:** Provider shall review the driving records of all drivers every 12 months.
32. **Driving History:** Drivers must have no more than two chargeable accident or moving violations in the past 3 years and must not have a driver's license suspension or revocation within the past 5 years.
33. **Driving Records:** Provider will require applicants for driver positions to submit their driving record for the past 3 years.
34. **No-Shows:** Provider shall have no more than one quarter of one percent of all trips as missed trips (i.e., vendor no-show) during on an annual basis.
35. **On-Time Performance:** Provider agrees to meet on-time performance standards such that no more than five percent (5%) of trips should be late for Member drop off to their appointment per month (past the member's appointment time).
36. **No-Show and Cancellation Reporting:** Provider shall report all no-shows and cancellations daily or as otherwise agreed to by the parties.
37. **Separate Invoice:** If Provider's payment terms include to payments for no-shows or driver wait time, Provider agrees that all charges for no-shows or driver wait time will be separately invoiced separately from Medicaid transportation reimbursable costs.
38. **Complaints:** Provider shall record all member complaints which deal with matters in Provider's control, including the date that the complaint was made, the nature of the complaint and what steps were taken to resolve the complaint.
39. **Accident and Incident Reports:** Provider shall maintain written policies and procedures regarding how drivers handle and report incidents, including Member emergencies, vehicle breakdowns, accidents and other service delays.
40. **Billing Codes:** Provider shall use applicable transportation billing codes on invoices for reimbursements or filing claims.
41. **Medicaid Enrollment:** Provider shall meet all NC DHHS Medicaid Provider Enrollment requirements.

42. **Non-Reimbursable Costs:** Provider agrees that ModivCare shall not reimburse or pay Provider for non-reimbursable costs, including, but not limited to, services that are not pre-authorized by ModivCare.
43. **Payment Terms:** The section of Exhibit B of the Agreement titled “Payment Terms” is deleted in its entirety and replaced with the following:

Provider shall submit all claims to ModivCare for processing and payments within one-hundred-eighty (180) calendar days from the date of a covered trip. However, Provider’s failure to submit a claim within this time will not invalidate or reduce any claim if it was not reasonably possible for Provider to submit the claim within that time. In such case, the claim should be submitted as soon as reasonably possible, and in no event, later than one (1) year from the time submittal of the claim is otherwise required.

- i. For NEMT claims:
 1. ModivCare shall within eighteen (18) calendar days of receiving an NEMT 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. ModivCare shall pay or deny a clean claim at lesser of thirty (30) calendar days of receipt of the claim or the first scheduled provider reimbursement cycle following adjudication.
 3. An NEMT pended claim shall be paid or denied within thirty (30) calendar days of receipt of the requested additional information.
- ii. If the requested additional information on an NEMT pended claim is not submitted within ninety (90) days of the notice requesting the required additional information, ModivCare shall deny the claim per NC G.S. § 58-3-225 (d).
 1. ModivCare shall reprocess NEMT claims in a timely and accurate manner as described in this provision (including interest and penalties if applicable).
- iii. If ModivCare fails to pay a clean claim in full pursuant to this provision, ModivCare shall pay Provider interest and damage. 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.
- iv. Failure to pay a clean claim within thirty (30) days of receipt will result in the ModivCare paying Provider a damage 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.
- v. ModivCare shall pay the interest and damage from subsections iii. and iv. as provided in those subsections and shall not require Provider to requests the interest or the penalty.



C-6

**RESOLUTION
SUPPORTING IMPROVEMENTS TO
(SR 1128) WEEPING MARY RD**

WHEREAS, the Bertie County Board of Commissioners supports the improvements to be made to SR 1128, Weeping Mary Road; and

WHEREAS, the North Carolina Department of Transportation has determined that this road improvement will have a high impact on residents and visitors when the improvements are complete; and

WHEREAS, improvements to (SR 1128), Weeping Mary Road proposes to widen the road and allow for more ingress and egress, for all parties served by the road consisting of a traditional secondary road construction to the limit allowable by right of way; and

WHEREAS, this would be a full 60 feet for the first section, and to the maximum maintenance limits on the remaining section, existing culverts would be upgraded, and new equalizer culverts would be installed as feasible to accommodate the flooding caused by Kerr Lake Dam release; and

WHEREAS, the improvements should reduce the frequency and damage, and reduce impacts on accessibility; and

WHEREAS, the cost of improvements, estimated at \$450,000 per mile, or \$1,173,000; and

NOW, THEREFORE, BE IT RESOLVED, that the Bertie County Board of Commissioners hereby supports the North Carolina Department of Transportation request for improvements to (SR 1128) Weeping Mary Rd.

This 10th day of January, 2022.

John Trent, Chairman

ATTEST:

LaShonda Cartwright, Clerk to the Board



C-7

Bertie County Emergency Services

Bertie County Non-Emergency Transport

EMS Responses

LEVEL OF SERVICE	PRICE
ALS 1 Emergency	\$670
ALS Non-Emergency	\$425
ALS Level 2 Emergency	\$800 to \$854.21
BLS Emergency	\$450 to \$496.99
BLS Non-Emergency	\$350
Specialty Care Transport (i.e. interfacility)	\$900 to \$1009.52
Mileage	\$13.00

Non-Emergency Transport

LEVEL OF SERVICE	PRICE
BLS Non-Emergency	\$350
BLS Emergency	\$450
Mileage	\$12.00

Updated 2019 By MAC

The Palmetto GBA Provider Contact Center (PCC) will be closed Friday, December 31, 2021, in observance of the New Year's Day.

2022 Ambulance Fee Schedule

Effective January 1, 2022.

North Carolina

HCPCS	Contractor	Locality	RVU	GPCI (PE)	Base Rate	Urban Rate	Rural Rate	Date
A0425 mileage	11502	01	1.00	0.928	\$7.86	\$8.02	\$8.10 \$10 53	1012022
A0426 ALS - Non	11502	01	1.20	0.928	\$244.29	\$283.94	\$286.72 \$372 74	1012022
A0427 ALS E	11502	01	1.90	0.928	\$244.29	\$449.57	\$453.98 \$590 17	1012022
A0428 BLS - Non	11502	01	1.00	0.928	\$244.29	\$236.62	\$238.94 \$310 63	1012022
A0429 BLS - E	11502	01	1.60	0.928	\$244.29	\$378.59	\$382.30 \$496 99	1012022
A0430	11502	01	1.00	0.928	\$3,315.07	\$3,195.73	\$4,793.59	1012022
A0431	11502	01	1.00	0.928	\$3,854.27	\$3,715.52	\$5,573.27	1012022
A0432	11502	01	1.75	0.928	\$244.29	\$414.08	\$418.14	1012022
A0433 ALS 2	11502	01	2.75	0.928	\$244.29	\$650.70	\$657.08 \$854 21	1012022
A0434 Specialty CARE	11502	01	3.25	0.928	\$244.29	\$769.01	\$776.55 \$1009 52	1012022
A0435	11502	01	1.00	0.928	\$9.41	\$9.41	\$14.12	1012022
A0436	11502	01	1.00	0.928	\$25.10	\$25.10	\$37.65	1012022

South Carolina



C-8

QUITCLAIM DEED

This certifies that there are no delinquent ad valorem real estate taxes, which the Bertie County Tax Collector is charged with collecting that are a lien on **PIN: 5847-27-5180 and 5847-27-5011** Bertie County Office of Land Records. This is not a Certification that the PIN # matches the deed description.

Tax Collector

Date

PREPARED BY JONATHAN E. HUDDLESTON, PRITCHETT & BURCH, PLLC, POST OFFICE DRAWER 100, WINDSOR, NORTH CAROLINA 27983

MAIL AFTER RECORDING TO: Jonathan E. Huddleston
Post Office Drawer 100
Windsor, NC 27983

NO TITLE SEARCH PERFORMED

STATE OF NORTH CAROLINA

COUNTY OF BERTIE

THIS QUITCLAIM DEED, made this the ____ day of January, 2022, by and between **Bertie County**, a body politic of the State of North Carolina, whose mailing address is Post Office Box 530, Windsor, NC 27983, party of the first part, and **Rashonda Norfleet**, whose mailing address is 307 E. Church Street, Kelford, NC 27847, party of the second part:

WITNESSETH:

WHEREAS, Jonathan E. Huddleston was appointed Commissioner under a judgment of the Clerk of Superior Court of Bertie County, North Carolina in a civil proceeding entitled, "Bertie County, Plaintiff, vs. Patricia A. Ruffin, Individually and as Administrator of the Estate of Catherine P. Watson and others," having Bertie County File Number 21-CVD-204 and the said Jonathan E. Huddleston was licensed by said judgment as Commissioner of Sale to sell the land described below at public sale after due advertisement according to law;

WHEREAS, the said Jonathan E. Huddleston did on the 6th day of December 2021 offer the land hereafter described at a public sale at the Bertie County Courthouse door in Windsor, North Carolina, when and where Bertie County became the last and highest bidder for said lands for the sum of \$13,805.30;

WHEREAS, on December 22, 2021, believing there to be no upset bids during the 10-day upset bid period, the Commissioner of Sale delivered to the Clerk of Court a Motion for Confirmation Sale and proposed Judgment Confirming Sale seeking confirmation of the sale; then, assuming that the Judgment Confirming Sale had been or would be signed, the Commissioner of Sale signed and recorded a deed to Bertie County on December 28, 2021, which deed is recorded at Book 1004, page 460 in the Office of the Bertie County Register of Deeds.

WHEREAS, unknown to the Commissioner of Sale, the County's bid had been upset by a new bidder, Rashonda Norfleet, on December 16, 2021, and the Commissioner of Sale had inadvertently moved on to the step of sale confirmation

without making sure that there were no upset bidders. Therefore, the Commissioner of Sale's motion and proposed judgment confirming sale were premature and an inadvertent attempt to transfer title prior to the Clerk's confirmation of the sale.

WHEREAS, according to the North Carolina statutes governing tax foreclosure auction sales, an auction sale is not consummated until the Clerk of Court signs the Judgment Confirming the Sale. As such, the deed that was recorded from the Commissioner of Sale to Bertie County had no legal effect and was void and invalid. The Clerk of Court has now signed the official Judgment Confirming Sale to Rashonda Norfleet, has acknowledged that the Commissioner of Sale's error was inadvertent, and has declared in her Judgment that the deed to Bertie County is invalid and of no legal effect.

WHEREAS, even though the Clerk of Court has declared that the deed to the County was inadvertent, invalid and of no legal effect, the Commissioner of Sale, in an abundance of caution, is obtaining this quitclaim deed from Bertie County conveying all right, title and interest that it may have, if any, to the last, highest successful bidder, Lashonda Norfleet so that she does not have any issues with title in the future.

WHEREAS, at its regularly scheduled meeting on January 10, 2022, the Bertie County Board of Commissioners approved the execution of this quitclaim deed.

That said party of the first part, for and in consideration of the sum of Ten Dollars and other valuable consideration, to them in hand paid, the receipt of which is hereby acknowledged, has remised and released and by these presents does remise, release, and forever quitclaim unto the party of the second part and her heirs and

assigns, all right, title, claim, and interest of the party of the first part in and to a certain tract or parcel of land being more particularly described as follows, to-wit:

TRACT ONE:

That certain lot in Woodville Township, Bertie County, North Carolina, being Lot No. 1 of the Minton Lots as shown on survey drawn by L. T. Livermon, Jr. dated April 6, 1972 recorded in Map Book 5, page 62 Office of the Register of Deeds of Bertie County, which lot is bounded on the North by N.C. Highway 11, on the East by the Lloyd Watson residence lot, and on the South by State Road 1200, said lot being triangular in shape, containing 32,554 square feet.

Except that portion sold to George Tabron and wife, Nellie R. Tabron recorded in Book 789, page 29 of the Bertie County Public Registry.

This is the identical lot of land that was conveyed to Lloyd Watson and wife, Catherine P. Watson, from H. B. Spruill and wife, Nancy T. Spruill, by deed dated January 21, 1974 and recorded in Book 585, page 259 Bertie County Public Registry.

The Bertie County Tax Department identification number for this subject tract is 5847-27-5180.

TRACT TWO:

That certain lot in Woodville Township, Bertie County, North Carolina, shown as Lot No. 2 of the Minton lots on a survey drawn by L. T. Livermon, Jr., Surveyor, dated April 6, 1972, recorded in Map Book 5, page 62, Bertie County Register of Deeds Office, and described thereon as follows:

BEGINNING at a point in the northern edge of State Road No. 1200, which place of beginning is located, South 63 degrees 30 minutes West 600 feet from the western edge of an unnamed street leading from S. R. 1200 to N. C. Highway No. 11; thence South 63 degrees 30 minutes West along the northern edge of State Road No. 1200, a distance of 105 feet to the edge of Lot No. 1; thence North 26 degrees 30 minutes West 165.50 feet to a corner; thence North 35 degrees 28 minutes East 119 feet along the southern edge of the right of way of North Carolina Highway No. 11; thence South 26 degrees 30 minutes East 200 feet along the western edge of Lot No. 3 to the edge of State Road No. 1200, the place of beginning. The aforesaid lot is subject to those certain restrictions

contained in a deed of restriction executed by H. B. Spruill and wife, Nancy T. Spruill, and duly recorded in Book 576, page 279, Bertie County Public Registry.

This is the identical lot of land that was conveyed to Lloyd L. Watson and wife, Catherine P. Watson, from H. B. Spruill and wife, Nancy T. Spruill, by deed dated September 12, 1972 and recorded in Book 578, page 369 Bertie County Public Registry.

The Bertie County Tax Department identification number for this subject tract is 5847-27-5011.

TO HAVE AND TO HOLD the aforesaid tract or parcel of land and all privileges thereunto belonging unto the said party of the second part and her heirs, successors and assigns, free and discharged from all right, title, claim or interest of the said party of the first part or anyone claiming by, through, or under it.

IN TESTIMONY WHEREOF, the said party of the first part have hereunto set their hands and seals, this the day and year first above written.

ATTEST:

BERTIE COUNTY

LaShonda Cartwright, Clerk to
the Board of Commissioners
(SEAL)

BY: _____
John Trent, Chairman of the Board of
Commissioners of Bertie County

STATE OF NORTH CAROLINA

COUNTY OF BERTIE

I, _____, a Notary Public, for the County and State aforesaid, certify that LaShonda Cartwright personally appeared before me this day and acknowledged that she is the Clerk to the Board of Commissioners of Bertie County, a political subdivision of the State of North Carolina, and that by authority duly given and as the act of the Board of Commissioners of Bertie County, the foregoing instrument was signed in its name by its Chairman, sealed with its seal, and attested by LaShonda Cartwright as Clerk to the Board of Commissioners of Bertie County.

Witness my hand and notarial seal or stamp, this ____ day of _____, 2022.

Notary Public's Signature

Notary Public's Printed Name

My commission expires: _____
(NOTARIAL SEAL/STAMP)



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: January 10, 2021

SECTION: Discussion

DEPARTMENT: Governing Body (D1 to D3)

TOPIC(S):

1. Fire Protection Service District Technical Assistance Agreement
2. COVID Action Plan Recommendations
3. CADA CSBG proposed workplan and affidavit

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Discussion requested.

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S): --

ATTACHMENTS: Yes

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---



D-1



PROFESSIONAL SERVICES PROPOSAL

Fire Protection Service District Technical Assistance

Prepared For: Bertie County, North Carolina

Prepared By: NC Fire Rescue Innovative Solutions, LLC dba

NC Fire Chief Consulting

NC Fire Chief Consulting

3140 Abingdon Place

Burlington, NC 27215

P: (336) 266-7998

www.NCFireChief.com

Point of Contact

Greg Grayson

Chief Officer

M: (336) 266-7998

GGrayson@NCFireChief.com



North Carolina Fire Chief Consulting

3140 Abingdon Place
Burlington, North Carolina 27215
(336) 266-7998
ggrayson@NCFireChief.com
www.NCFireChief.com

December 1, 2021

Mr. David Scarborough, Assistant County Manager
Bertie County
106 Dundee Street
Windsor, North Carolina 27983

Dear Mr. Scarborough,

Thank you for providing an opportunity to advance Bertie County Government's vision for developing sustainable funding models for the county's fire services into the future. We understand that upcoming decisions are a pivotal time for Bertie County Government and we commend executive leadership for taking due diligence in making informed decisions on establishing funding systems and structures that will be able to serve the people of Bertie County for many years ahead. We value and are honored by the opportunity to again work together with Bertie County leadership to build, develop and strengthen service delivery systems for the people of Bertie County as you move forward.

In follow up to the countywide fire service analysis that we conducted back in 2020 for Bertie County, we concur that Bertie County is well positioned to move forward with implementing a service district to support the fire protection service delivery system and help fund fire and rescue services that protect the people of Bertie County.

Our approach to this critical work will be to support Bertie County staff and assist you in navigating through the process over the approximate next nine months by helping you collaborate to help you **facilitate a transitional process** from where Bertie County is today totally dependent upon General Fund appropriation into a single, unified service district that will encompass most of the unincorporated areas of Bertie County and will include some of the smaller municipalities that choose to be a part of the streamlined, unified service district.

Harnessing best practices from other North Carolina counties, coupled with experience from various subject matter experts within North Carolina, we will guide county staff through various steps of the process to positively make the transition to the more optimal unified service district model.

Initial, principal goals and projected outcomes of this unified service district include, but are not limited to:

- Establishing sustainable funding systems/structures long-term for the fire service in Bertie County.
- A higher level of equity in levels of service delivery across the unincorporated areas of Bertie County, enabling service contracts with all service providers to be more similar in terms of expectations of services delivered, response times, first unit arrival, full complement, etc.
- More uniform inclusion and engagement by municipalities that choose to be a part of the unified service district across the county.
- Establishing a strengthened governance structure for the Bertie County Board of Commissioners for unincorporated fire protection by establishing a commission (or similar) comprised of both fire service and citizens that will review fire service funding issues and make authorized, researched recommendations to the Board of Commissioners for adoption.
- Enabling Bertie County to modernize their service delivery contract with provider fire departments and ensure closest station response across the county's jurisdiction.
- Develop dynamic funding formulas for each contracting fire department that reflect several key indicators of hazard and risk and represent a fair and realistic reflection of the cost to protect each response area. These funding formulas should reflect data from multiple years and fairly represent municipal needs in a balanced cost share model so that there is parity for all taxpayers when contracting fire departments serve both unincorporated areas as well as municipalities.
- Strengthen accountability at all levels of the delivery system including funding, equity, governance, and services provided.

To assure full accountability to Bertie County Government, we would propose to conduct these technical professional services on a month-to-month basis, reporting to you in a written report what tasks have been completed in the past 30 days and project the scheduled work for the coming 30 days. This periodic structure/process would provide a regimented formal opportunity for you to provide direction and/or redirection on course or speed of work that we were performing.

We recognize and respect that Bertie County has limited resources to invest in this initiative. Therefore, we have constructed a very conservative scope of work for this initiative below reflecting approximately **60 professional services hours**. NC Fire Chief Consulting proudly serves as the North Carolina League of Municipalities (NCLM) official fire consulting provider. As such, we provide a 20% discounted hourly rate to all NCLM members through our contract with the NCLM and we extend that same contract to NC Association of County Commissioner members. We only invoice for actual hours worked. Based on the projected scope of work below at 60 hours at the discounted

contract rate of \$159 per hour, the total project could accumulate to \$9,540. Beyond the professional services hours, monthly invoices will include reimbursement for mileage and per diem at the current federal/GSA rate and any other pre-approved reimbursements. **To conduct the scope of work as stated in this document will not exceed a total of \$11,000, including reimbursements.** Any work beyond the stated scope will be at the same hourly rate and reimbursement schedule and will require a written commitment by both parties at least in the form of email correspondence.

We understand that you desire for this scope of work to be complete by September 30, 2022 or before. We can accomplish that task if we are provided with the necessary information to conduct analysis and provide feedback in the prescribed manner on a timely basis.

Please review the proposed scope of work as outlined below and let us know how we can modify this to best meet the needs of Bertie County for this most important initiative.

We look forward to collaborating to strengthen and improve the fire protection service delivery system in Bertie County. Please let us know how we can best help moving forward.

Sincerely,



Gregory H. Grayson
Chief Officer

Deliverables & Cost

Based upon the requests and information received and data provided to NCFCC to date, we would offer the following levels of specific assistance to Bertie County:

Core Individual Scope Tasks	Estimated Professional Services Hours	Estimated Cost
<p>Assist Bertie County Staff with Communication with Stakeholders and Elected Officials (to the extent that credible data and timely information is available and provided):</p> <ul style="list-style-type: none"> a. Conduct one virtual interactive municipal stakeholder educational session regarding North Carolina’s statutes related to service districts and municipal participation in service districts. b. On a single day, hold one stakeholder session on site, in person at the completion of the project as well as present findings of the project on site, in person to the County Board of Commissioners and County staff. <ul style="list-style-type: none"> • <i>Consultant team to provide an approximate one-hour presentation to the Bertie County Board of County Commissioners in person on site at conclusion of the project.</i> • <i>One hard copy and a digital copy of the report will be provided to the County.</i> c. Maintain virtual communication with identified personnel throughout the project. <ul style="list-style-type: none"> • <i>Provide the Assistant County Manager with monthly reports of progress.</i> • <i>Develop and maintain a project Dropbox site for all key stakeholders throughout the initiative.</i> 	16	\$2,544
<p>Assist Bertie County Staff with GIS Analysis (to the extent that credible data and timely information is available and provided):</p> <ul style="list-style-type: none"> a. Review and revise previously produced GIS products to adjust as needed with respect to which municipalities desire to participate and which do not desire to participate in the service district. b. Review available performance data from the CAD system to determine any significant changes of need that may have occurred over the past year. 	4	\$636

<p>Assist Bertie County Staff with Financial Analysis (to the extent that credible data and timely information is available and provided):</p> <ul style="list-style-type: none"> a. Review available financial records of each contracting fire department to determine the following key elements over the most recent three fiscal year period: <i>(Key Note: outcomes will be dependent upon the data provided.)</i> <ul style="list-style-type: none"> i. Outputs: <ul style="list-style-type: none"> 1. Current annual capital funding/debt service obligations. 2. Current total annual operating costs. 3. Total dollars/percentage designated to personnel and benefits. ii. Inputs: <ul style="list-style-type: none"> 1. Municipal funding. 2. Fundraising. 3. Grants and other identified funding sources. iii. Fund Balance: <ul style="list-style-type: none"> 1. Designated and undesignated amounts. <p><i>This data will be collected through a compilation of department submitted information. NCFCC will provide a data collection tool for Bertie County to distribute and collect data from each contracting fire department for us to be able to review/analyze.</i></p>	8	\$1,272
<p>Assist Bertie County Staff with Capital Asset Analysis (to the extent that credible data and timely information is available and provided):</p> <ul style="list-style-type: none"> a. Develop a listing of real property assets owned by contracting fire departments with approximate valuation. b. Develop a listing of large fire apparatus owned by contracting fire departments and associated valuation of each piece of apparatus. c. Develop a general inventory of high value loose equipment such as radios, self-contained breathing equipment, extrication equipment, etc. d. Construct a projected capital replacement plan for capital assets based upon industry best practice in North Carolina with projections for life expectancy for both real property and apparatus. e. Project capital replacement costs in the next five (5) fiscal years beginning with FY 22-23 through FY 27-28. <p><i>This data will be collected through a compilation of department submitted information as well as gathering data through the department's insurer(s), which Bertie County will need to require agreement from each contracting department for us to be able to aptly obtain.</i></p>	8	\$1,272

<p>Assist Bertie County Staff with Municipal Modeling (to the extent that credible data and timely information is available and provided):</p> <ul style="list-style-type: none"> a. For fire departments that serve both a municipality and unincorporated area, construct a basic comparison model that indicates comparison information as provided by the County and other credible sources, such as: <ul style="list-style-type: none"> i. Population. ii. Property square footage. iii. 9-1-1 dispatches. iv. Square mileage. v. Property valuation. b. From the above data, construct a viable conceptual cost-share city-county model for each fire department that serves both a municipality and an unincorporated area. c. Develop a template for each municipality in Bertie County that could be presented to the municipality for consideration for participation in a unified fire protection service district. <p><i>Bertie County will need to provide applicable data for this modeling analysis.</i></p>	8	\$1,272
<p>Assist Bertie County Staff with Developing a Fire Protection Service District Governance Structure (utilizing NC best practice modeling):</p> <ul style="list-style-type: none"> a. Conduct an analysis and develop recommendations on the most appropriate governance structure for a service district model for Bertie County based upon the actual experience of other actual experienced models within North Carolina. This recommendation should include the following: <ul style="list-style-type: none"> i. Composition of personnel in the decision-making process. ii. Setting the tax rate of the service district(s). iii. Baseline funding amounts. iv. Other aspects of essential service delivery. <ul style="list-style-type: none"> • <i>In addition, we would provide best practice recommendations on a host of important considerations with a unified service district that would include, but not be limited to:</i> <ul style="list-style-type: none"> ▪ <i>Use of a dynamic funding model that provides consideration to several measurable factors related to providing service related to hazards and risks for each of the contracting fire departments. These factors will adjust on a rolling cycle over time to avoid unusual occurrences (such as COVID responses).</i> 	4	\$636

<p>Assist Bertie County Staff with Service Contract Development (<i>utilizing NC best practice modeling</i>):</p> <p>a. Under a unified service district model, present a best practice service district model contract/agreement between Bertie County Government and contracting private non-profit corporation fire departments and/or municipalities for Bertie County to consider that is in alignment with other actual experienced models within North Carolina. This document should meet the essential needs of Bertie County Government.</p>	4	\$636
<p>Assist Bertie County Staff with Developing a North Carolina General Statute Presentation Plan (<i>utilizing NC best practice modeling</i>):</p> <p>a. Develop a written plan and findings that provides the essential elements that the Board of Commissioners must consider as specifically outlined in North Carolina General Statutes for Bertie County to present to the public and will consider for adoption of a service district(s) plan.</p> <ul style="list-style-type: none"> • <i>From cumulative information, the assessment team will develop a written plan that meets the intent of the state statute of the County Service District Act of 1973.</i> • <i>(b) Report. – Before the public hearing required by subsection (c), the board of commissioners shall cause to be prepared a report containing:</i> <ul style="list-style-type: none"> ▪ <i>A map of the proposed district, showing its proposed boundaries.</i> ▪ <i>A statement showing that the proposed district meets the standards set out in subsection (a); and</i> ▪ <i>A plan for providing one or more of the services listed in G.S. 153A-301 to the district.</i> 	8	\$1,272
TOTAL:	60	\$9,540

Work hours beyond the above scope must be approved in writing, but will be eligible for the same professional services hourly rate of \$159 per specialty consultant. In addition to the above professional services fees, we will invoice for mileage at the current federal rate and any other reimbursable expenses at the actual cost. Travel meals are invoiced at the current federal GSA per diem rate for Windsor, NC (NC non specified location). Invoices will be issued monthly only for services rendered with documentation.

We are attaching a Certificate of Insurance with Bertie County named. A federal W-9 form is attached to this proposal to establish us as a vendor in the Bertie County system.

Project Staff

Gregory H. Grayson, Fire Chief (ret), City of Greensboro, NC

Greg Grayson has more than 39 years of progressive experience in the North Carolina fire and rescue service. His experience includes beginning public service as a volunteer firefighter and ascending the career ranks to become the Fire Marshal/Fire Rescue Director for Wake County, North Carolina. In the following seventeen years, he served as the fire chief for three North Carolina urban cities – Burlington, Asheville and Greensboro. In these executive leadership capacities, he was responsible for comprehensive fire and rescue operations, prevention programs, training and career development, emergency management functions and specialized regional response teams. In Burlington, he effectively led positive organizational change and implemented an innovative reserve firefighter program. In Asheville, he commanded significant re- engineering throughout the fire department and led Asheville to become an accredited agency. In Greensboro, he led the department to maintaining both accreditation and ISO “Class1” status and navigated the department through difficult fiscal years and challenging large-scale emergencies. In 2015, his long-term, dedicated public service to the people of North Carolina was recognized by the Governor through the prestigious “Order of the Long Leaf Pine”, the state’s highest honor that can be awarded to a citizen.

Upon retiring from local government service, Chief Grayson was appointed by the State Fire Marshal in 2015 to proactively serve as the state’s first and only public fire service management consultant, providing high level technical assistance to county and municipal managers - enabling them to better strengthen their jurisdiction’s fire protection service delivery systems. He also managed statewide fire service advancement initiatives and led the Office of State Fire Marshal’s Technical Services program.

Beyond extensive experience, Chief Grayson holds a Master of Public Administration, bachelor and associate in fire protection. He holds numerous professional credentials

including Chief Fire Officer (CFO), MIFireE from the Institution of Fire Protection Engineers and multiple other fire service certifications, including being North Carolina's first Advanced Firefighter. He is one of very few, if not the only, Fire Chief in the United States to also hold the Senior Professional in Human Resources (SPHR) and SHRM-SCP credentials. He is active in the North Carolina Association of Fire Chiefs and the IAFC Metropolitan Fire Chiefs organizations and continues to serve as a volunteer firefighter in his home community.

Robert McNally, Beacon GIS

A GIS Analyst/Planner with niche specialty and ground experience for Fire, Rescue, EMS, Public Safety, Emergency Management, and Homeland Security projects, Robert owns Beacon GIS, a first responder planning services firm. Robert brings 20 years of public safety experience as a responder, manager, and trainer. He has been awarded twice for his service to the community. He graduated magna cum laude with bachelor's degree in Public Administration, securing an honor scholarship while in the midst of his education. Robert also has a graduate degree in Urban and Regional Planning from the University of North Carolina at Charlotte. Robert McNally has spoken at several conferences on the subject of public safety and homeland security and Beacon GIS has been involved in over 180 projects for emergency services of various sizes across the United States & Canada.

Mike Varnell, Fire Chief (retired), Rocky Mount,

Mike Varnell has over 30 years of experience in the North Carolina and United States fire service. His experience runs the gamut in the municipal fire service by serving in positions from firefighter to fire chief. Early in his career (1993) Varnell earned a commendation from Governor James B. Hunt for saving four children from a burning house. In 1996, he was recognized by the NC Jaycees as one of the "Five Most Outstanding Public Servants" in North Carolina. As his career progressed with Rocky Mount Fire Department, he was instrumental in leading the department through four successful international fire accreditation processes from 2003 to 2018. In 2016, under his leadership the department was only one of two in the nation to receive the coveted "Heart Safe Community Award" from the International Association of Fire Chiefs.

Chief Varnell is a graduate of the United States Fire Administration National Fire Academy's Executive Fire Officer Program and the NC Association of Fire Chief's Executive Development Program. Varnell holds a master's degree in Executive Fire Service Leadership, a bachelor's degree in business administration, and an associate degree in fire protection technology. He is credentialed by the Center for Public Safety Excellence and carries the "Chief Fire Officer" designation. He currently serves as a peer assessor for Commission on Fire Accreditation International and travels across the country evaluating fire departments for industry best practices. He has served on

the International Association of Fire Chiefs' Professional Development-Higher Education Committee and represented Region 4 on the NC Emergency Management Domestic Preparedness committee. He holds numerous certifications in the fields of administration, emergency management, and the fire service. He is a member of the International Association of Fire Chiefs, the NC Accreditation Support Consortium, and the NC Association of Fire Chiefs.

Frank Blackley, Assistant Fire Chief (ret), City of Wilmington, NC

Frank Blackley recently retired as an Assistant Chief from the Wilmington, NC Fire Department after 35 years of service. He was previously Fire Marshal during which time he served two terms as president of the NC Fire Marshals Association. He was assigned as the Operations Chief for three years prior to his last position over Support Services where he supervised the training, fire and life safety, logistics, fleet maintenance divisions, and managed the department's annual budget. He previously work for Wrightsville Beach Fire Department and New Hanover County Fire Rescue. In recent years he has taught nationally for Vision 20/20 and is one of their technical advisors for Community Risk Reduction. He is an adjunct instructor for the National Fire Academy and assisted in development of a class on community risk reduction at the station level and. He was heavily involved with the department's accreditation process and understands the need for accurate data. He is a graduate of the National Fire Academy's Executive Fire Officer's Program and has a Master's in Public Administration.

David Bullins, Fire Chief (ret), Statesville, NC

David Bullins has served the NC fire service since 1982. His career started as a volunteer in the rural Piedmont area and ended as a career municipal fire chief in the foothills of the state. Chief Bullins served the Summerfield Fire Department as a volunteer and was the first paid firefighter on their roster. His career continued with the City of Greensboro Fire Department where he rose through the ranks serving as firefighter, captain, battalion chief, and planning & research officer. Part of his career with Greensboro Fire Department was that of Training Officer. Chief Bullins was appointed to the position of Fire Chief for the City of Statesville in 2007. After retiring in 2014 from the fire service, he continued his training and education goals by serving as the Fire and Emergency Management Department Chair for Guilford Technical Community College. He now serves as the Director of Public Safety for Mitchell Community College in Statesville, N.C. and teaches fire technology and emergency management throughout the state. Chief Bullins has a master's degree from Oklahoma State University in Fire & Emergency Management Administration, a bachelor's degree the University of Cincinnati in Fire & Safety Engineering Technology, and associate of applied science degree from Guilford Technical Community College. He also is a graduate of the National Fire Academy Executive Fire Officer Program and is

designated as a Chief Fire Officer (CFOD) from the Center for Public Safety and Excellence.

Chief Wes Hutchins (ret), Walkertown, NC

Chief Hutchins serves as the Executive Director of the North Carolina Association of Fire Chiefs. Previously, he served as the Dean of Emergency Services for Forsyth Technical Community College. He also served for near 44 years as Fire Chief for Walkertown Fire Department, where he now serves as a Town Council Member. He holds a Master's in Public Administration Degree from Grand Canyon University, a Bachelor's from Gardner-Webb University and an Associate in Fire Protection from Guilford Technical Community College

Chief Todd Tuttle, City of Greensboro, NC

Chief Tuttle is a 30-year fire service veteran who also served as a paramedic. He currently manages intricate records management systems for the City of Greensboro Fire Department, which is an accredited, ISO Class 1 city. Chief Tuttle is recognized throughout the state and nation as a technical expert on Firehouse records management systems as well as data analysis.

Terms of Service

Additional expenses not included in the above hourly rates or in the total project costs presented in this proposal unless elsewhere specifically mentioned include, but are not limited to engineering costs, permitting fees, overnight delivery charges, fines, and/or penalties of the Client. These additional expenses are billed at actual cost, plus 20 percent. However, any additional costs will not be incurred without prior approval. Mileage will be invoiced at the current federal rate. Per diem will be invoiced at the current federal GSA rate for Windsor, NC. It is expected that the client will provide all information requested by NC Fire Chief Consulting to complete the agreed work in a timely manner, and in as complete a form as possible, including the prompt submission of questions or review comments on any NC Fire Chief Consulting reports submitted to the Client. Any additional work requested of NC Fire Chief Consulting that is outside the above scope of work shall be billed at no less than \$159.00 per hour for professional services work.

All reports, design drawing, field data and notes, data, calculations, estimates, letters, and other documents that NC Fire Chief Consulting prepares as instruments of service, shall remain NC Fire Chief Consulting's intellectual property. The Client agrees that NC Fire Chief Consulting's services are for the exclusive use of the Client and that all reports

and other documents furnished to the Client or its agents shall be utilized solely for this project.

A letter of authorization to begin work on this project, a written purchase order, or this proposal bearing an original signature should be forwarded to our office for us to begin work. If this proposal is not used as the contractual instrument, its contents shall still apply and shall be considered as the only full and complete description of the work, terms of work, and services NC Fire Chief Consulting offers to perform on behalf of the Client; and this sentence shall apply even if elsewhere revoked in writing. In the event of a dispute or default, the Client agrees to submit to the jurisdiction and the laws of the state of North Carolina in the courts of Bertie County, North Carolina.

The Client agrees for the prevailing party to receive reasonable expenses and attorney's fees incurred by NC Fire Chief Consulting for the collection of indebtedness. Any invoicing error or possible billing discrepancy must be brought to NC Fire Chief Consulting's attention within 30 days from the invoice date. Otherwise, NC Fire Chief Consulting shall consider the invoice to be correct as submitted and approved for payment by the Client. The above quotation and/or fees/hourly rates will be firm for at least 30 days from the date of this proposal.

This is the whole agreement and no changes can be made unless the terms are written and in agreement signed by both parties. This Agreement may not be assigned by either party without the prior written approval of all parties.

We appreciate the opportunity to submit this proposal and pledge our very best efforts on behalf of NC Fire Chief Consulting. Please do not hesitate to contact us about this proposal. We look forward to working with you.

Respectfully Submitted,

North Carolina Fire Rescue Innovative Solutions, LLC
dba NC Fire Chief Consulting
By Gregory H. Grayson, Chief Officer:



Greg Grayson
Chief Officer

BERTIE COUNTY PROPOSAL ACCEPTANCE

We agree to the terms and conditions as outlined in this proposal dated December 1, 2021 for 60 hours of professional services not to exceed \$11,000:



12-29-2021

Gregory H. Grayson
NC Fire Chief Consulting Chief Officer

Date

Juan E. Vaughan, II
County Manager

Date

Audit Certification:

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

William Roberson
Bertie County Finance Director

Date

**Request for Taxpayer
 Identification Number and Certification**

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
 North Carolina Fire Rescue Innovative Solutions, LLC

2 Business name/disregarded entity name, if different from above
 NC Fire Chief Consulting

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

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

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
 3140 Abingdon Place

6 City, state, and ZIP code
 Burlington, North Carolina 27215

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number										
or										
Employer identification number										
8	1	-	5	0	3	9	7	5	5	

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ► *Jessie H. Grayson* Date ► 07/19/2021

General Instructions

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

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

Purpose of Form

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/03/2021

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

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

PRODUCER MAST & GARRISON, INC. PO BOX 340 BURLINGTON, NC 27216		CONTACT NAME: PHONE (A/C, No, Ext): 336-226-4474 FAX (A/C, No): 336-226-4535 E-MAIL ADDRESS:	
INSURED NORTH CAROLINA FIRE RESCUE INNOVATIVE SOLUTIONS, LLC 3140 ABINGDON PL BURLINGTON, NC 27215		INSURER(S) AFFORDING COVERAGE INSURER A: HARTFORD UNDERWRITERS INSURER B: UNITED STATE LIABILITY INSURER C: INSURER D: INSURER E: INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			22SBMAH3TTV	09/01/2021	09/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 \$												
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			22SBMAH3TTV	09/01/2021	09/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$												
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			22SBMAH3TTV	09/01/2021	09/01/2022	EACH OCCURRENCE \$ 1000,000 AGGREGATE \$ 1,000,000 \$												
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <table border="0" style="float: right;"> <tr> <td>Y/N</td> <td></td> </tr> <tr> <td>Y</td> <td>N/A</td> </tr> </table>	Y/N		Y	N/A			22WECAH3TVW	09/01/2021	09/01/2022	<table border="1"> <tr> <td>PER STATUTE</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 1,000,000</td> </tr> </table>	PER STATUTE	OTHER	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
Y/N																			
Y	N/A																		
PER STATUTE	OTHER																		
E.L. EACH ACCIDENT	\$ 1,000,000																		
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																		
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																		
B	PROFESSIONAL LIABILITY			SP1565110D	01/11/2021	01/11/2022	EACH CLAIM \$1,000,000 AGGREGATE \$2,000,000												

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

CERTIFICATE HOLDER BERTIE COUNTY 106 DUNDEE STREET WINDSOR, NC 27983	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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D-3



Choanoke Area Development Association of North Carolina Inc.
Post Office Box 530 * Rich Square, North Carolina 27869
Telephone: 252.539.4155 * Fax: 252.539.2048

January 6, 2022

Lashonda Cartwright
Clerk to the Board
Bertie County Managers Office
P.O. Box 530
Windsor, NC 27983

**Re: 2022 - 2023 CSBG Anti-Poverty Work Plan
Bertie County Board of Commissioners Meeting Agenda**

Dear Mrs. Cartwright:

Attached is a copy of the proposed CSBG Anti-Poverty Work Plan for 2022 - 2023 for review by the Bertie County Board of Commissioners at their next meeting in January 2022. This Work Plan will be submitted to the Office of Economic Opportunity for funding.

I have also enclosed an affidavit confirming workplan was submitted to the Board to be completed by the Chair. Please return the signed affidavit to this office at your earliest convenience.

Thank you for your assistance in this matter. Please do not hesitate to contact me if you have any questions.

Sincerely,

Christopher S. Moody
Executive Director

North Carolina Department of Health and Human Services



Community Services Block Grant Program

Fiscal Year 2021-22 Application for Funding

Project Period July 1, 2021 – June 30, 2022

Application Due Date: January 15, 2021

Agency Information			
Agency:	Choanoke Area Development Association of NC, Inc.		
Agency:	CADA		
Federal I.D.	560841757		
DUNS Number:	075568618		
Administrative Office Address:	120 Sessoms Drive, Rich Square, NC 27869		
Mailing Address (include the 4-digit zip code extension):	P.O. Box 530, Rich Square, NC 27869		
Telephone Number:	252-539-4155		
Fax Number:	252.539.2048		
Proposed Funding:	CSBG: \$359,038	Additional Resources: \$	Agency Total Budget: \$
Application Period:	Beginning: July 1, 2021	Ending: June 30, 2022	
Board Chairperson:	Catherine Moody		
Board Chairperson's Address: (where communications should be sent)	P.O. Box 530, Rich Square, NC 27869		
Board Chairperson's Term of Office (enter beginning and end dates):	January 2020 – December 2021		
Executive Director:	Sallie P. Surface		
Executive Director Email Address:	surface@nc-cada.org		
Agency Fiscal Officer:	Andre Rowe		
Fiscal Officer Email Address:	arowe@nc-cada.org		
CSBG Program Director:	Christopher S. Moody		
CSBG Program Director Email Address:	cmoody@nc-cada.org		
Counties Served with CSBG funds:	Bertie, Halifax, Hertford, Martin, and Northampton		
Agency Operational Fiscal Year:	July 1, 2021 to June 30, 2022		

North Carolina Department of Health and Human Services
Office of Economic Opportunity –
2420 Mail Service Center / Raleigh, North Carolina 27699-2420

**Community Services Block Grant Program
Fiscal Year 2021-22 Application for Funding
Planning Process Narrative**

1. Explain in detail how each of the following was involved in the planning and development of this strategic plan.

- a. Low-Income Community:

The involvement of the low-income community in the planning process is fundamental to and continues throughout all phases of planning, development, and evaluation. During the program year, CADA staff attends community meetings to inform the low-income of current on-going CADA programs and the impact these programs are making on poverty causes, and to ascertain community needs and concerns for future planning. The low-income residents of the five-county area CADA represents, participate in the development of the annual work plan through community meetings, surveys, annual planning meetings, Head Start Policy Council and other advisory boards and membership on the CADA Board of Directors. CADA distributed surveys throughout our service area in order to identify the needs of low-income families.

- b. Agency Staff:

The staff, through daily contacts with the targeted population, through community meetings with the low-income and other agencies, and through an on-going monthly evaluation process, is directly involved in the planning, evaluation, and development of the grant application. A Community Needs Assessment Survey is completed to help determine the needs of the residents in the CADA service area. Staff participated in various community events throughout our service area in order to develop professional relationships.

- c. Agency's Board Members:

The Board is reflective of the community and has direct contact with the needs and resources that are available to impact the geographical areas/targeted populations they represent. Targeted populations such as Head Start, the elderly, and youth have representation on the Board, and thus, a direct voice in the planning and development of this strategic plan. In addition, staff presents information from community needs assessments and program evaluations to the CADA Board. The board reviews pertinent information, needs, and resources, and directs the development of the plan.

2. Describe how and what information was gathered from the following key sectors of the community in assessing needs and resources during the community assessment process and other times. These should ideally be from each county within your agency's service area:

CADA conducted a Community Needs Assessment in January 2019, which the following was helpful in collecting data and distributing surveys. In analyzing the data, CADA has learned we can not address the many needs of the community; therefore, partnerships are needed in order to address these needs.

- a. Community-based organizations:

Community Needs assessment were distributed throughout the community in order to receive data on what services are needed throughout CADA's service area. Agencies such as CADA Community Centers, Boys and Girls Clubs, Angel's Closet, Union Missions, etc, were key in assessing with distributing and collecting data.

b. Faith-Based Organizations:

Assessments hardcopies and CADA webpage link was shared with local churches.

c. Private Sector:

Local businesses assisted with distributing assessments as well as assisted with sharing the link to CADA's webpage in order for clients to complete assessments online. Board members who represent the Private Sector also assisted with completing and distributing assessments.

d. Public Sector:

Various government organizations were helpful in assisting with gathering data from our Community Need Assessment. Board members who represent the Public Sector also assisted with completing and distributing assessments. County Commissioners also completed assessments and provided feedback.

e. Educational Sector:

Various school systems assisted with distributing Community Needs Assessments such as Public Schools and Community Colleges. Assessments were distributed to parents as well as school staff and faculty. Community Colleges distributed assessments to every student enrolled on campus. Headstart and Early Headstart were vital in getting parents to complete assessments.

3. Describe your agency's method and criteria for identifying poverty causes including how the agency collected and analyzed qualitative and quantitative data in identifying those causes.

To facilitate planning, a Needs Assessment is conducted or is reviewed/updated annually. Some programs use a one-year planning process; others use a three – five-year process. Choanoke Area Development Association conducted a community needs assessment in January 2019 throughout all five counties.

Information from the Needs Assessment, meetings with the low-income population; recommendations from the Head Start Policy Council and other standing program boards are presented to the CADA Board of Directors for consideration in establishing poverty causes or needs and their prioritization. The Board considers the identified community needs as they relate to CADA's stated mission and applies the following criteria to prioritize the cause of poverty: (a) magnitude of the problem – the number of people affected by the given cause; (b) intensity – the degree of suffering caused by the problem; and, (c) severity of the problem resulting from the cause – this is the combination of magnitude and intensity. Also considered is (a) the agency's capacity to impact the problem; (b) available resources to combat the problem; (c) methods to measure impact on the problem; and, (d) cost effectiveness. If a discussion/dialogue does not achieve a consensus, a formal ranking method will be utilized.

4. Describe activities that your agency has undertaken to advocate for and empower low-income individuals and families to achieve economic independence and security.

CADA has worked to address the issue of self-sufficiency and empowerment of low-income individuals by:

- Coordinating services with local human service agencies so families can get timely referrals and the services needed;
 - Providing space for low-income residents on the Board of Directors; currently low-income residents constitute 37% of the Board membership;
 - Providing counseling and referral assistance for skills training/education programs;
 - Helping low-income families remove the barriers to self-sufficiency such as: daycare and transportation
 - Partnering with NC Works Career Centers, which helps low-income families improve skills and find jobs;
 - Providing housing assistance to low-income families including rental, rehab, down payment assistance and individualized credit counseling.
 - Providing home ownership and financial literacy classes for low-income residents interested in becoming first-time homeowners.
 - Implementing a Home Protection Program;
 - Providing training opportunities through WIOA;
 - Implementing Parenting and Literacy Programs such as Parents as Teachers Too
 - Implementing a Head Start Male Involvement Program in four counties
 - Providing new housing opportunities for seniors and disabled individuals, such as Woodland Olney Apartments, Ahoskie High School Apartments and Enfield High School Apartments.
5. Describe how your agency plans to make more effective use of, coordinate and form partnerships with other organizations and programs including: State welfare reform efforts; public and private resources; religious organizations, charitable groups, and community organizations.

Many of the programs CADA administers have advisory boards that represent the community. CADA actively seeks to form/join partnerships to ensure that the low-income (1) have a voice; (2) are provided unduplicated services; and, (3) receive new services when needed. The membership of the community-at-large category on the CADA Board includes representatives of the faith community, youth and senior organizations, and service organizations. Several CADA staff members serve on interagency committees.

6. Describe how your agency will establish linkages between governmental and other social services programs to assure the effective delivery of such services to low-income individuals, to avoid the duplication of such services and to fill identified gaps in services, through the provision of information, referrals, case management and follow-up consultations.

Copies of grant applications are furnished to local governing offices, and upon request, to other agencies that administer programs that affect the low-income. CADA staff attends interagency

coordination meetings, serves on agency boards, and maintains contact with other agencies to assure effective, non-duplicative delivery of services to the low income. An established interagency referral system assures that the low income has access to unduplicated resources and services.

7. Provide a description of how your agency will support innovative community and neighborhood-based initiatives related to the purposes of the Community Services Block Grant (fatherhood initiatives and other initiatives with the goal of strengthening families and encouraging effective parenting).

Head Start offers a Male Involvement Program reaching out to fathers of Head Start students and our Parent as Teachers Too Program assists new mothers with young children with child development issues.

8. Describe activities that your agency has undertaken or plans to undertake, on an emergency basis, for the provision of such supplies and services, nutritious foods and related services, as may be necessary to counteract conditions of starvation and malnutrition among low-income individuals.

CADA has a food pantry in Northampton County to assist those in need and referral sources for our other counties. We have received and distributed fresh vegetables received from the Food Bank of the Albemarle on a sporadic basis throughout the years. In 2010, we embarked on a much more effective method of food distribution – the Mobile Food Bank from the Food Bank of the Albemarle. This mobile unit, provided by the Kraft Food for America Program, allows us to serve over 100 families in Northampton County with a wide option of food on a monthly basis. CADA is also the lead agency for the Emergency Food and Shelter program. Nutritional outreach programs are coordinated with Cooperative Extensions, WIC and the Health Department. Programs are provided at CADA offices/centers. Staff assists with commodity distribution and serves on interagency councils.

9. Describe how your agency will coordinate the provision of employment and training activities with entities providing activities through statewide and local workforce investment systems under the Workforce Innovation and Opportunity Act. Provide the dollar amount of your allocation that will go towards employment training.

Choanoke Area Development Association is in partnership with NC Works County Career Center - a one stop employment resource that provides a myriad of services and resources to local residents. We work closely with both local community colleges with regards to Career Readiness and TABE Testing and share staff and resources so as not to duplicate services. All CSBG Case Managers are knowledgeable of the resources at the NC Works Career Center, DES Center and Roanoke Chowan Community College and Halifax County Community College and make frequent referrals to clients seeking employment or skills training.

10. Describe how your agency will ensure coordination with the emergency energy crisis intervention program under title XXVI (relating to low-income home energy assistance).

CADA has established a referral system with the local Departments of Social Services. This referral system is a two-way process since some programs CADA administers must ensure that all other sources of assistance have been exhausted. CADA offices are used by DSS for intake for

the LIHEAP Program. CADA staff serves on local boards/councils for coordination and CADA actively seeks resources to complement those of DSS such as EnergyShare and Emergency Food and Shelter programs. Staff will continue to develop partnerships with agencies/organizations throughout our service area in order to maintain/increase a referral system to connect clients with much needed resources.

11. Describe the needs of low-income youth and your agency's efforts to promote increased community coordination and collaboration in meeting the needs of low-income youth.

CADA has identified the following needs for low-income youth: a) lack of after-school programs, b) lack of organized recreational activities, c) lack of adult role models and opportunities to interact with adults, d) lack of tutoring programs, e) few opportunities to build self-esteem, f) lack of work experience opportunities, g) lack of pregnancy prevention programs, and h) poor nutritional habits. In an effort to meet these needs, CADA is currently operating in Bertie, Halifax and Martin Counties WIOA Year-Round Youth. Head Start provides services and counseling through its Male Involvement Program. CADA operates Parents as First Teachers Programs in Hertford County and Northampton County which serves young mothers

12. Describe your agency's method for informing custodial parents in single-parent families that participate in CSBG programming about the availability of child support services. In addition, describe your method for referring eligible parents to the child support office[s].

All case managers in various programs are ready to discuss child support issues – for mothers or fathers – and advocate on their behalf. CADA works with local DSS offices to ensure that children are being supported by their non-custodial parents and will assist clients in pursuing their options – either to obtain child support or to present themselves in court for fair adjudication of the matter. Head Start's Male Involvement Program particularly emphasizes the importance and the protocol to resolve child support issues.

13. Describe activities that your agency has undertaken or plans to undertake, to address the Department's priorities which includes:

- Combat the **Opioid Crisis** by focusing on policies and practices that prevent opioid misuse, addiction and overdose;

CADA has enrolled and is participating in NCCARE360, which will allow Case Managers to refer clients who are facing Opioid addictions to services that are able to address clients' needs. Staff will also participant in opioid crisis training in order to understand addictive opioid drugs and also the effect it has on the community and families.

- Develop better outcomes for **Early Childhood** learners to ensure that they are healthy, safe and nurtured, learning and ready to succeed;

CADA has enrolled and is participating in NCCARE360, which will allow Case Managers to refer clients with early childhood learners to various services that will assist them with their health, safety and nurturing environment where they will be ready to learn and succeed. Case Managers will also work closely with Head Start and Early Head Start programs to help recruit and refer client to early childhood programs.

- Expand **NCCARE360**, a statewide database that provides resource information for medical providers and human services professionals in response to social determinants of health like housing stability, food security, transportation access and interpersonal safety.

CADA will be participating in NCCARE360 in order to assist client with connecting with resources that are available in the community. All program staff are enrolled in NCCARE360 and have access to connecting clients to available resources.

- Implement **Healthy Opportunities** that improve the health, safety and well-being of North Carolinians by addressing conditions in which people live that directly impacts health.

CADA will be participating in NCCARE360 in order to connect clients to available resources in the community. All program staff is enrolled in NCCARE360 and have access to connecting clients with needed resources. Staff will participate in local health/resources fairs to assist with promoting healthy opportunities within the community we serve.

**Community Services Block Grant Program
Fiscal Year 2021-22 Application for Funding
OEO Form 210**

Agency Strategy for Eliminating Poverty

Planning Period: July 1, 2021 to June 30, 2022

Section I: Identification of the Problem (use additional sheets if necessary)

1. Give the Poverty Cause name(s), rank the poverty cause(s) and identify which one(s) the agency will address.

Analysis of data obtained through CADA's Community Needs Assessment (January 2019) reveals the barriers and challenges facing the residents of Bertie, Halifax, Hertford, Northampton and Martin Counties:

1. Lack of resources and motivation/education/skills training to increase family income to become self-sufficient
2. High unemployment – lack of industry
3. Lack of financial literacy
4. Lack of resources/knowledge/skills to access affordable, standard housing.
5. Lack of subsidized rental housing.
6. Lack of homeless shelters
7. Limited funds for emergency assistance programs.
8. Lack of awareness information and available resources/services to prevent abuse and neglect and the removal of at-risk children from home.
9. Lack of support services to enable single teenage parents and pregnant teenagers to complete high school requirements.
10. Lack of resources to provide transportation/medical/needs.
11. Lack of employment counseling
12. Lack of access to family support/family empowerment services
13. Lack of emergency childcare
14. Lack of resources and services for isolated elderly

15. Lack of parental knowledge of child development stages and appropriate ways to stimulate learning for children 0-5 years of age. Lack of programs, mentoring for youth.
16. Lack of Early Childhood Development programs/daycare to prepare children for school.
17. Lack of child/parent literacy
Lack of child health and wellness

2. Describe the poverty cause(s) in detail in the community with appropriate statistical data (include data sources).

(A) Explain why the problem exists.

Historically, CADA's service area has been identified as some of the most economically distressed in North Carolina and the nation. Furthermore, they have been included in a crescent of counties beginning in Virginia and continuing south through North Carolina, South Carolina, Georgia, and Alabama where poverty has been entrenched over many decades. These counties have a higher percentage of African Americans, education and health system needs, higher unemployment, and lower paying jobs. The traditional economy and jobs of this region have declined or are no longer viable options. This region was historically an agrarian society but with the decline of family farms and traditional money crops such as tobacco and the changes in the mechanism of farming, jobs have been lost. Textiles and timber/wood product industries were also important traditional economic engines to the region that have declined and contributed to the loss of jobs. The jobs that have been created often do not pay a living wage. Revenue these counties receive to assist their residents does not provide for the many needs of families. All of this information has been used by the North Carolina Department of Commerce to rate the ability of these counties to be able to help themselves as very low. Bertie County was ranked number one in the state as the county with the fewest resources to economically improve the county. The data listed below reflects the causes and conditions of entrenched poverty in the region. Just as these counties do not have the resources for change, residents do not have the resources and support needed for change.

Table 1: CADA's Service Area Tier/Poverty Comparison Ranking Out of 100 Counties in NC

<u>County</u>	<u>Allocation</u>	<u>% in poverty</u>	<u>Economic Distress Rank</u>	<u>Final 2020 Tiers</u>
BERTIE	\$62,807	23.5	6 (tie)	1
HALIFAX	\$179,711	22	4	1
HERTFORD	\$67,027	23.2	6 (tie)	1
MARTIN	\$59,587	20.3	10 (tie)	1
NORTHAMPTON	\$59,613	21.4	10 (tie)	1

Data Courtesy of:

* NC CSBG Allocation (Office of Economic Opportunity (OEO))

* County Development Tier Ranking (2020 NC Department of Commerce)

United States Census Bureau (Population estimate July 1, 2019)

(B) Identify the segment of the population and give the number of people experiencing the problem.

Within CADA's service area and in Martin County, poverty is chronic and entrenched in these depressed "Tier one" rural communities where unemployment and poverty rates reflect percentages well above the state and national averages.

Table 2: Unemployment Figures and Families in Poverty in CADA Service Area

County	November 2019	County	Population	Persons In Poverty
Bertie	4.3%	Bertie	19,026	4,471
Halifax	5.5%	Halifax	50,574	11,126
Hertford	4.4%	Hertford	23,659	5,489
Martin	4.4%	Martin	22,671	4,602
Northampton	4.8%	Northampton	19,676	4,211
Avg. / Service Area	4.7%	Avg. /Service Area	27,121	5,980
North Carolina	3.4%	United States Census Bureau (Population estimate July 1, 2019)		
* NC Commerce (November 2019 Report) Demand Driven Data Delivery System				

High rent with limited earnings has a major impact in CADA's service area including Martin County. Workers would need to earn well above minimum wage in order to afford Fair Market Monthly Rent (FMMR), when the average hourly wage is not sufficient for families to afford standard housing. Families earning minimum wage, working 40 hours per week would need to work an average 1.7 full time jobs in order to afford the FMMR. When you factor in other barriers that suppress individuals/families from gaining adequate employment, such as daycare, transportation, criminal background, lack of work history, lack of employable skills, etc., it makes it difficult for families to afford standard housing as well as support the overall family without the ability to acquire employment. CADA has proven through the years that we are capable of removing barriers for families within our service area.

(C) Provide demographic information of those adversely effected inclusive of:

(a) Gender

	Population	Male	Female
Bertie	19,026	50.5%	49.5%
Halifax	50,574	48%	52%
Hertford	23,659	49.1%	50.9%
Martin	22,671	47%	53%
Northampton	19,676	48.8%	51.2%

*U.S. Census Bureau QuickFact – Population estimates, July 1, 2019

(b) Age

AGE OF THE SERVICE AREA POPULATION

A table 5 reflects the overall age breakdown for CADA's service area.

TABLE 5: Population by Age Group¹

	Bertie	Halifax	Hertford	Martin	Northampton
20 – 24	1281	3168	1540	1168	1089
25 – 29	1339	3083	1492	1337	1127
30 – 34	1149	2729	1362	1046	914
35 – 39	831	3004	1397	1289	770
40 – 44	1392	2722	1287	1082	1172
45 – 49	1271	3303	1487	1514	1240
50 – 54	1525	4047	1756	1631	1540

55 – 59	1613	3759	1785	1887	1823
60 – 64	1532	3941	1892	1951	1636
65 – 69	1247	3225	1708	1730	1557
70 – 74	929	2448	783	1163	1175
75 – 79	872	1772	699	969	857
80 – 84	487	1160	616	431	745
85 Years and over	470	1320	613	591	510

*U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates

(C) Race/Ethnicity for the agency's service area

RACE AMONG THE SERVICE AREA POPULATION

Table 6 examines the race/ethnicity of CADA's service area.

Table 6: Population by Race and Ethnicity¹

	Bertie	Halifax	Hertford	Martin	Northampton
Non-Hispanic White	7,026	20,220	8140	12103	7876
Non-Hispanic Black	12,349	27,511	13935	9711	11622
Non-Hispanic American Indian	113	1841	266	82	100
Non-Hispanic Asian and Pacific	113	23	34	0	0
Hispanic or Latino	415	1,435	889	865	433

Source: U.S. Census Bureau, 2013 – 2017 American Community Survey 5 – Year Estimates

(D) Explain how the persons are adversely affected.

The dependent poor headed by persons over 65 years of age and/or disabled represent over 15% of the area poverty households and are not potentially employable. Children under the age of six who live in poverty represent 31% of the population. Minorities that live in poverty represent 80% and 52% are female-headed households. Only 34% of the family members aged 25 or older are high school graduates. They also lack marketable skills/training, have poor or non-existent work histories, display poor work attitudes, and need affordable childcare, transportation, and other supportive services.

High rent with limited earnings also has a major impact in the five counties that CADA serves. The North Carolina Housing Coalition suggests in order for individuals/families to afford rent and utilities for a safe, modest two-bedroom apartment at the fair market monthly rent, individuals/families will have to obtain an average hourly wage \$12.20, but individuals are currently making average wages of \$8.60. When

housing is affordable, families do not have to choose between paying for housing and other needs, such as food and medicine. Combining these barriers to employment, the remoteness of the area and the lack of employment opportunities hinder individuals/families from becoming self-sufficient. Of the area population, approximately 73% are transportation disadvantaged.

As a result of community meetings, focus groups, and surveys, CADA has learned that the concerns of the residents in CADA's service area reflect the demographics and statistics presented in the following demonstration of need. Some of the most critical issues facing these Counties, as seen by its citizens are: Education, Teen Pregnancy, Children's access to library, Transportation, Gang activity/Need for teen activities, Substance abuse, Faith based availability, and Safety; where many of these issues are a result of poverty, unemployment, teen pregnancy, and an educational system that is not fulfilling its mission of preparing children for success and achievement. Data analyzed from surveys completed by Headstart/Early Headstart parents displayed the most important issues/concerns for families such as: summer care for school age children; **EMPLOYMENT**; after school care for school age children; affordable health insurance; and **AFFORDABLE HOUSING AND UTILITIES**.

Section II: Resource Analysis (use additional sheets if necessary)

(E) Resources Available:

a. Agency Resources:

Community Services Block Grant, Weatherization, Urgent Repair, Section 8, NC Works Career Center, Youth WIA, Parents as Teachers, Head Start, Early Head Start, Male Involvement, Emergency Food and Shelter, Energy Share, Senior Housing, Free Income Tax Preparation, Home Ownership, Foreclosure Prevention, Financial Literacy Education, and Comprehensive Referral System with Community Organizations.

b. Community Resources:

TANF, Food Stamps, LIEAP, Public Housing, Day Care Centers, Roanoke Chowan Community College, Martin Community College and Halifax County Community College, Boys & Girls Clubs, DES, Choanoke Public Transit System, Salvation Army, Martin County Transit, NC/Works/DES, Community Libraries, Union Mission, Juvenile Justice, and 4-H.

(F) Resources Needed:

c. Agency Resources:

Additional emergency funds, unrestricted funds, additional homeownership grants and loan programs; additional public housing units, mobilizing financial resources, fatherhood program, funding for disseminating information to public/private entities, and substandard housing program to assist seniors needing adaptations so they can remain in their homes as well as assist individuals/families with energy efficiency to better utilize limited incomes and improve health.

d. Community Resources:

Accessible/affordable housing, funds for infrastructure, public transportation, job training/employment counseling, youth programs, after school programs, assistance with buying a home, homeless shelter, assistance for minor home accessibility modifications for low-income disabled persons, emergency childcare, transportation emergencies, isolation of elderly, parenting education, child literacy programs and child health and wellness programs.

Section III: Objective and Strategy

(G) Objective Statement:

Leverage resources to provide resource and referral services to 150 participants by June 30, 2022 with a focus on employment, standard housing and emergency assistance.

Strategies for Objective:

- Provide a comprehensive client intake to more effectively assess the needs of our participants and expand our internal and external referral network.
- Provide a comprehensive Information & Referral program to assist those in poverty to improve quality of life.
- Deliver an effective interagency collaboration in order to assure services are not duplicated.
- Establish services with local human service agencies to provide needed assistance and facilitate coordination.
- Maintain a counseling and referral system for comprehensive skill-training/education programs.
- Continue to collaborate with local colleges to provide HRD classes to participants
- Provide a comprehensive case management system to assist family members in removing barriers to employment such as daycare, transportation, etc.
- Participate in economic development activities that will increase opportunities for self-sufficiency.
- Create a system for coordinating with NC Works Career Center/Department of Employment Security to ensure CSBG eligible customers access to the full array of services provided by the center.
- Maintain a system that focuses on individual employment plans and career path utilization.
- Provide comprehensive assessment, case management, counseling, direct assistance, referrals and follow-up services to low-income residents to help them attain self-sufficiency.
- Provide comprehensive assessment, case management, counseling, direct assistance, referrals

- and direct clients to the appropriate resources.
- Promote the Earned Income Tax Credit and free tax preparation assistance for families.
- Maintain an intake process that will allow case managers the opportunity to understand clients' needs and direct them to the appropriate resources/organizations.
- Provide employment, emergency and substandard housing assistance to families in need from July 1, 2021 to June 30, 2022.
- Identify low-income individuals/families in need of emergency or standard housing assistance and refer to appropriate programs for assistance.
- Continue services with local human service agencies to provide needed assistance and facilitate coordination.
- Distribute CADA brochures and promote services during community events.
- Promote CSBG services to local employers, community organizations, agencies, businesses, faith-based organizations, etc.

Section IV: Results Oriented Management and Accountability Cycle (use additional sheets if necessary)

Organizational Standard 4.3 requires that an agency's strategic plan and Community Action Plan document the continuous use of the ROMA cycle and use the services of a ROMA trainer.

- (H) Community Needs Assessment: Please summarize the primary needs of your community as determined through the Community Needs Assessment, and explain which of those are Family, Agency, or Community Needs, and why.

CADA's Community Needs Assessment reflected needs within various categories such as Employment, Education, Housing, Nutrition, Income, Transportation and Healthcare. The primary needs within CADA's service area (Bertie, Halifax, Hertford, Martin and Northampton Counties) from the Community Needs Assessment reflect the following needs: Individuals need job-readiness skills to obtain jobs, individuals need access to transportation, individuals need gainful employment which will assist with rising above poverty guidelines, individuals need assistance with obtaining their high school diploma/GED, individuals need affordable housing and individuals need assistance with obtaining knowledge on money matters (budgeting, money management, credit, savings, etc.)

1. Individuals need job-readiness skills to obtain jobs (Family / Agency) & Individuals need gainful employment which will assist with rising above poverty guidelines (Community/Agency) – CADA needs to develop partnerships with resources that offer job-readiness training as well as register staff to participate in various trainings that will improve their ability to facilitate job-readiness workshops in-house. Once partnerships have been established and staff trained, job-readiness training will be offered to potential clients (Family). Individuals will have to opportunities to enroll in training sessions in order to obtain job-readiness skills to improve their ability to obtain gainful employment. Gainful employment is improved when clients have job-readiness skills to obtaining employment but it is vital for jobs that offer compatible salary/hourly wages that assist clients with rising above poverty guidelines. Another need identified on the assessment was – there

is a lack of good paying jobs with benefits within CADA's service area. CADA will work with local business/ companies and key community leaders to assist with building partnerships that will allow clients access to potential gainful employment that will assist with rising above poverty guidelines.

2. Individuals need access to transportation (Family) – This need was mentioned on the assessment as the community lacks public transportation, and clients have issues with meeting the needs of down payment/credit issues for purchasing a vehicle. This would be considered a family need due to various services being offered to assist with transportation. Clients will need to be connected with the various services that provide transportation as well as assist clients with improving credit to purchase affordable transportation
 3. Individuals need assistance with obtaining their high school diploma/GED (Family) – CADA will establish partnerships with organizations/community colleges that offer GED programs in the community.
 4. Individuals need affordable housing (Family) – Client in CADA's service area need affordable housing.
 5. Individuals need assistance with obtaining knowledge on money matters (Family) - Money Management services are offered throughout the service area as well as CADA offering these services. These services will continue throughout CADA's service area. CADA will stay abreast of the various workshops and trainings offered throughout the community and refer clients to these services.
- (I) Achievement of Results and Evaluation: Please discuss your agency's achievement of results from last year. What were the successes and why were those areas successful? What areas did not meet targets or expectations and why were those areas not as successful? What Improvements or changes will be made for this year's work plan to achieve desired results and better meet the needs of the community?

CADA achievement from last year's CSBG program consist of: 156 clients were enrolled in the program with 18 clients raising above federal poverty guidelines. 25 clients gained employment, 4 clients gained better employment, 11 clients obtained jobs with medical benefits. The average hourly wage was \$11.48. 6 clients secured standard housing and 94 client received emergency assistance from programs such as Energyshare and Emergency Food and Shelter. 29 clients received employment support while 5 clients were assisted with education support.

Moving forward CADA will improve on the following: Obtaining ROMA training for CSBG staff members, work towards increasing client services funds in order to assist clients more with their needs to becoming self-sufficient.

CADA received more Energyshare funding last year which was a high demand on staff to address the needs of families in the community. CADA will improve in this area by seeking assistance from various sources such as volunteers, College interns, other program staff

and Title V participants.

- (J) Please name the ROMA trainer who provided services used in developing this community Action Plan and describe what specific services were provided.

CADA has staff who participated in ROMA training and these individuals assisted with the overall planning and implementation of the 2021 – 2022 CSBG Workplan. Roy Moore and Christopher Moody assisted with developing the plan. These individuals assisted with the developing the Community Needs Assessment, conducting public hearings, program promoting by meeting with all County Commissioners throughout CADA's service area, and analyzing the data from the Community Needs Assessment.

**Community Services Block Grant Program
Fiscal Year 2021-22 Application for Funding
One-Year Work Program
OEO Form 212**

Section I: Project Identification				
1. Project Name:	Self Sufficiency (Bertie, Halifax, Hertford, Martin and Northampton Counties)			
2. Mission Statement:	To assist low income citizens, achieve self-sufficiency and a better quality of life.			
4. Objective Statement:	Provide case management and referral assistance to 150 participants by June 30, 2022 with a focus on employment, standard housing and/or emergency assistance.			
5. Project Period:	July 1, 2021 to June 30, 2022			
6. CSBG Funds Requested for this Project:	July 1, 2021	To	June 30, 2022	\$359,038
7. Total Number Expected to Be Served:	150			
a. Expected Number of New Clients	125			
b. Expected Number of Carryover Clients	25			

**One-Year Work Program
OEO Form 212 (continued)**

Section II: One-Year CSBG Program Objective and Activities				
Identified Problem	Service or Activity	Outcome Expected	NPIs (List all NPIs applicable to activity)	Position Title(s)
1. Individuals lack job readiness skills	12 clients will be referred to Human Resource Development Training & Career Readiness Certification Training by June 30, 2022.	Individuals will receive job readiness training	1.2	Case Managers, Lead Case Manager, Center Managers, and Manager of Community Services
2. Individuals need gainful employment which will assist with raising above poverty guidelines	30 clients will be assisted with job searching activities and referrals to employers by June 30, 2022.	Individuals will obtain employment which will assist with raising above poverty guidelines.	1.1	Case Managers, Lead Case Manager, Center Managers, and Manager of Community Services
3. Individuals need access/assistance with transportation to get to work.	8 clients will receive transportation assistance by June 30, 2022.	Clients will maintain employment	1.2, 6.2, 6.5	Case Managers, Lead Case Manager, Center Managers, and Manager of Community Services
4. Individuals need assistance with obtaining their GEDs	6 clients will be referred to Local Community College GED programs by June 30, 2022.	Clients will obtain their GED	1.2	Case Managers, Lead Case Manager, Center Managers, and Manager of Community Services
5. Individuals need assistance with obtaining knowledge on money management.	20 clients will be referred to Community Colleges' workshops/trainings on money management by June 30, 2022.	Clients will obtain money management knowledge/skills	N/A	Case Managers, Lead Case Manager, Center Managers, and Manager of Community Services
	Case Managers will provide 40 clients with budget review and money management training by June 30, 2022.	Clients will obtain money management knowledge/skills	N/A	Case Managers, Lead Case Manager, Center Managers, and Manager of Community Services
6. Individuals need affordable housing.	Assistance 10 individuals with increasing household income by June 30, 2022.	Clients obtain affordable housing	1.1, 1.2	Case Managers, Lead Case Manager, Center Managers, and Manager of Community Services
	10 clients will be referred to housing assistance programs.	Clients obtain affordable housing	1.2	Case Managers, Lead Case Manager, Center Managers, and Manager of Community Services
	4 clients will be referred to 1 st Time Homebuyers & Homebuyers Education programs.	Clients obtain affordable housing	1.2	Case Managers, Lead Case Manager, Center Managers, and Manager of Community Services

**One-Year Work Program
OEO Form 212 (continued)**

Section III: Program Administration and Operations						
Administration, Services, Operations Outcome Expected	Position Title(s)	Implementation Schedule				
		First Quarter	Second Quarter	Third Quarter	Fourth Quarter	
1. <u>Development</u>						
1.1 Implement a comprehensive client intake/call-in process to more effectively assess the needs of our participants.	M/CS, CSMEA, CSMH, CM, LCM	07/21-06/22 09/21	07/21-06/22 12/21	07/21-06/22 03/22	07/21-06/22 06/22	
1.2 Research resources to assist families with achieving self-sufficiency	ED, B/D, M/CS, CSMH, CSMEA	07/21-06/22 09/21	07/21-06/22 12/21	07/21-06/22 03/22	07/21-06/22 06/22	
1.3 Implement training sessions for CADA staff on Housing options for low-income residence	ED, M/CS, CSMEA, CSMH	07/21-06/22 09/21	07/21-06/22 12/21	07/21-06/22 03/22	07/21-06/22 06/22	
1.4 Meet with community organization/ agencies to explain programs and solicit support and referrals	M/CS, CSMEA, CSMH, CM, LCM	07/21-06/22 09/21	07/21-06/22 12/21	07/21-06/22 03/22	07/21-06/22 06/22	
1.5 Establish cooperative working relationship with housing authority, landlords, and government officials	ED	07/21-06/22 09/21	07/21-06/22 12/21	07/21-06/22 03/22	07/21-06/22 06/22	
1.6 Coordinate and manage an emergency assistance program to assist those in need of emergency assistance.	ED, M/CS	07/21-06/22 09/21	07/21-06/22 12/21	07/21-06/22 03/22	07/21-06/22 06/22	
1.9 Organize/maintain partnerships with local Dept. of Social Services (DSS) in order to assure that no services have been duplicated as well as to assure DSS funds have been exhausted.	CM, LCM, M/CS, CSMH, CSMEA	07/21-06/22 09/21	07/21-06/22 12/21	07/21-06/22 03/22	07/21-06/22 06/22	
1.10 Coordinate a referral system that will connect 150 clients with services/agencies as needed.	CM, LCM, M/CS, CSMEA, CSMH	35	80 (45)	125 (45)	150 (25)	
1.11 Maintain a system of monitoring and tracking available funding allocations in order to assure that funds are exhausted properly to avoid pledging over program allocation.	CM, LCM, M/CS, CSMEA, CSMH	07/21-06/22 09/21	07/21-06/22 12/21	07/21-06/22 03/22	07/21-06/22 06/22	
1.12 Maintain a system that tracks the demographic characteristics of individuals/families that have applied for/received services.	CM, LCM, M/CS, CSMEA, CSMH	07/21-06/22 09/21	07/21-06/22 12/21	07/21-06/22 03/22	07/21-06/22 06/22	

1.12 Participate in economic development activities to increase opportunities for participants.	ED, B/D, M/CS	07/21-06/22 09/21	07/21-06/22 12/21	07/21-06/22 03/22	07/21-06/22 06/22
1.13 Research and establish rapport with local employers.	ED, B/D, M/CS, LCM	07/21-06/22 09/21	07/21-06/22 12/21	07/21-06/22 03/22	07/21-06/22 06/22
1.14 Participate in community meetings/events with other agencies/organizations in order to build partnerships that will assist low-income families with removing barriers.	M/CS, LCM, CSMH, CSMEA, CSM	07/21-06/22 09/21	07/21-06/22 12/21	07/21-06/22 03/22	07/21-06/22 06/22
1.15 Build partnerships with local committees/groups in order to connect with additional resources to assist families.	M/CS, LCM, CSMH, CSMEA, CSM,	07/21-06/22 09/21	07/21-06/22 12/21	07/21-06/22 03/22	07/21-06/22 06/22
<u>2. Training</u>					
2.1 Train staff on proper intake/call-in procedures including documentation, Emergency food and Shelter, Energyshare guidelines, and general information about other agency programs for which clients may qualify.	LCM, M/CS, CSMH, CSMEA	07/21-06/22 09/21	07/21-06/22 12/21	07/21-06/22 03/22	07/21-06/22 06/22
2.2 Train staff on proper procedures of collecting information in order to determine if clients are eligible to receive emergency or housing assistance	LCM, M/CS, CSMH, CSMEA	07/21-06/22 09/21	07/21-06/22 12/21	07/21-06/22 03/22	07/21-06/22 06/22
2.3 Train staff on in-house and community resource services in order to refer clients to needed services.	LCM, M/CS, CSMH, CSMEA	07/21-06/22 09/21	07/21-06/22 12/21	07/21-06/22 03/22	07/21-06/22 06/22
2.4 Train staff on the proper policies/procedures to contacting agencies such as Ameri-Gas, Dominion Power, Roanoke Electric, Housing resources, etc in order to arrange pledges.	ED, LCM, M/CS, CSMH, CSMEA	07/21-06/22 09/21	07/21-06/22 12/21	07/21-06/22 03/22	07/21-06/22 06/22
2.5 Train staff on monitoring and tracking available funding allocations in order to assure that funds are exhausted in the right manner.	M/CS, CSMH, CSMEA	07/21-06/22 09/21	07/21-06/22 12/21	07/21-06/22 03/22	07/21-06/22 06/22
2.6 Train/monitor staff in efficient use of Accountable Results for Community Action (AR4CA) for proper case management and data collection	M/CS LCM	07/21-06/22 09/21	07/21-06/22 12/21	07/21-06/22 03/22	07/21-06/22 06/22
<u>3. Enrollment</u>					
3.1. Enroll (or carry over when applicable) eligible participants.	CSMH, CSMEA, CM, CSM LCM	35	80 (45)	125 (45)	150 (25)

3.2. Complete intake assessment and determine resources available for eligible participant.	CM, CSM, CSMH, CSMEA, LCM	35	80 (45)	125 (45)	150 (25)
3.3. Advise participants of available resources and programs.	CM, LCM	35	80 (45)	125 (45)	150 (25)
3.4. Provide a general orientation to eligible participant concerning expectations and possible results.	CM, CSM CSMH, CSMEA, LCM	35	80 (45)	125 (45)	150 (25)
3.5. Enter into written agreement between Case Manager and participant.	CM, CSM, CSMH, CSMEA, LCM	35	80 (45)	125 (45)	150 (25)
4. <u>Case Management</u>					
4.1. Staff will coordinate various services for 150 clients	LCM, CSMH, CSMEA, CM	35	80 (45)	125 (45)	150 (25)
4.2. Complete needs assessment to determine strengths and weaknesses of participant	CM, CSM, CSMH, CSMEA LCM	35	80 (45)	125 (45)	150 (25)
4.3. Develop a mutually agreed upon plan of action with the participant to be carried out while in the self-sufficiency program.	CM, CSM, CSMH, CSMEA, LCM	35	80 (45)	125 (45)	150 (25)
4.4. Staff will record individuals/families demographic characteristics for participants who have applied for/received services	LCM, CSMH, CSMEA, CM	35	80 (45)	125 (45)	150 (25)
4.5. Staff will verify that approved vendor payments for clients have been submitted/paid to clients' accounts	LCM, CSMH, CSMEA, CM	07/21-06/22 09/21	07/21-06/22 12/21	07/21-06/22 03/22	07/21-06/22 06/22
4.6 Complete family data and certify eligibility for program	LCM, CSMH, CSMEA, CM	35	80 (45)	125 (45)	150 (25)
4.7 Coordinate services with local human service agencies to provide needed assistance.	CM, CSM, CSMH, CSMEA LCM	07/21-06/22 09/21	07/21-06/22 12/21	07/21-06/22 03/22	07/21-06/22 06/22
4.8 Assess housing needs of participants.	LCM, CSMH, CSMEA, CM	07/21-06/22 09/21	07/21-06/22 12/21	07/21-06/22 03/22	07/21-06/22 06/22
4.9 Provide counseling and referral assistance to skill-training education programs.	M/CS CM, CSM, CSMH, CSMEA, LCM	07/21-06/22 09/21	07/21-06/22 12/21	07/21-06/22 03/22	07/21-06/22 06/22
4.10 Counsel participants to develop strategies and refer to appropriate resource program.	LCM, CSMH, CSMEA, CM	10	55 (45)	100 (45)	125 (25)
4.11 Establish and maintain file system for participants	LCM, CSMH, CSMEA, CM	07/21-06/22	07/21-06/22	07/21-06/22	07/21-06/22

		09/21	12/21	03/22	06/22
4.12 Provide participants referrals to Community Colleges for Human Resources Development classes on regular basis	M/CS CM, CSM CSMH, CSMEA, LCM	07/21-06/22 09/21	07/21-06/22 12/21	07/21-06/22 03/22	07/21-06/22 06/22
4.13 Provide referrals to community colleges for skills training, development of individual employment plans and career path plans	M/CS CM, CSM, CSMH, CSMEA, LCM, CM	07/21-06/22 09/21	07/21-06/22 12/21	07/21-06/22 03/22	07/21-06/22 06/22
4.14 Assist/advocate for participants applying for needed services.	LCM, CSMH, CSMEA, CM	35	80 (45)	125 (45)	150 (25)
4.15 Assist 75 clients with information and referral services.	LCM, CSMH, CSMEA, CM	10	35 (25)	60 (25)	75 (15)
4.16 Assist 30 clients with in-depth case management services (this will be longer term services compared to 100 participants in 4.15)	LCM, CSMH, CSMEA, CM	5	15 (10)	25 (10)	30 (5)
4.17 Coordinate regular involvement in the NC Works Career Center to insure CSBG eligible customers receive the full array of services.	M/CS CM, CSM, CSMH, CSMEA, LCM	07/21-06/22 09/21	07/21-06/22 12/21	07/21-06/22 03/22	07/21-06/22 06/22
4.18 Assist participants with applying for standard housing	LCM, CSMH, CSMEA, CM	07/21-06/22 09/21	07/21-06/22 12/21	07/21-06/22 03/22	07/21-06/22 06/22
4.19 Assist participants with completing applications for loans/grants for rehab or new construction.	LCM, CSMH, CSMEA, CM	07/21-06/22 09/21	07/21-06/22 12/21	07/21-06/22 03/22	07/21-06/22 06/22
4.20 Monitor participants' applications to assure services are not duplicated.	LCM, CSMH, CSMEA, CM	07/21-06/22 09/21	07/21-06/22 12/21	07/21-06/22 03/22	07/21-06/22 06/22
4.21 Provide/coordinate financial assistance consistent with participant's action plan to help remove barriers such as: transportation, housing, food, health, and any other needs to help them reach their goals.	M/CS CM, CSM LCM, CSMH, CSMEA	35	80 (45)	125 (45)	150 (25)
4.22 Through counseling and training, thirty-five (35) families will gain fulltime employment or upgrade their current employment status.	M/CS CM, CSM, CSMH, CSMEA, LCM	(5)	15 (10)	25 (10)	35 (10)
4.23 Provide direct client support to 15 families as needed to include payments for transportation, childcare, housing, utilities, skills training, tuition, uniforms, medical and food assistance, etc.	M/CS, CM, LCM, CSMH, CSMEA	(2)	10 (8)	14 (4)	15 (1)
4.24 Coordinate placement for 6 families in substandard housing.	LCM, CSMH, CSMEA, CM	(2)	4 (2)	5 (1)	6 (1)

4.25 Counsel families on energy conservation methods and programs.	LCM, CSMH, CSMEA, CM	07/21-06/22 09/21	07/21-06/22 12/21	07/21-06/22 03/22	07/21-06/22 06/22
4.26 Refer participants to needed services: Weatherization, Emergency Assistance, Employment Assistance, Child Care, Urgent Repair, Single Family Rehab., etc.	LCM, CSMH, CSMEA, CM	07/21-06/22 09/21	07/21-06/22 12/21	07/21-06/22 03/22	07/21-06/22 06/22
5. <u>Follow-up</u>					
5.1 Staff will follow up with 150 clients to assure needs have been met.	LCM, CSMH, CSMEA, CM	35	80 (45)	125 (45)	150 (25)
5.2 Staff will generate reports to track participants' characteristics and funding received.	LCM, CSMH, CSMEA, CM, M/CS	07/21-06/22 09/21	07/21-06/22 12/21	07/21-06/22 03/22	07/21-06/22 06/22
5.3 Staff meetings will be held in order to discuss various needs as well as assure all pledges have been paid in full.	ED, LCM, CSMH, CSMEA, CM	07/21-06/22 09/21	07/21-06/22 12/21	07/21-06/22 03/22	07/21-06/22 06/22
5.4 Evaluate Program	BD, ED, M/CS, CMS	07/21-06/22 09/21	07/21-06/22 12/21	07/21-06/22 03/22	07/21-06/22 06/22
5.5 Submit required reports	ED, FD LCM, M/CS	07/21-06/22 09/21	07/21-06/22 12/21	07/21-06/22 03/22	07/21-06/22 06/22

KEY:

BD-Board of Directors

ED-Executive Director

FD – Finance Director

M/CS- Manager of Community Services

CSMEA-Community Services Center Manager-Emergency Assistance

CSMH - Community Services Center Manager - Housing

LCM-Lead Case Manager

CM-Case Managers

Community Services Block Grant Program

**Fiscal Year 2021-22 Application for Funding
One-Year Work Program
OEO Form 212 (continued)**

9. Use the tables below to enter your agency's targeted outcome results. The performance measures will be included in the agency's CSBG contract.

All CSBG grantees operating self-sufficiency projects are required to enter program targets in Table 1. Please refer to *Performance Measures and Outcomes Definitions* on page 7 of the Fiscal Year 2021-22 CSBG Application Instructions. If your agency operates more than one project, you will also need to complete Table 2 on the following page and also enter specific program targets. There should be one table of outcome measures per project.

Table 1 Outcome Measures for Project 1 (Self-Sufficiency Program)	
Measure	Expected to Achieve the Outcome in Reporting Period (Target)
The number of participant families served.	150
The number of low-income participant families rising above the poverty level.	25
The number of participant families obtaining employment.	35
The number of participant families who are employed and obtain better employment.	2
The number of jobs with medical benefits obtained.	6
The number of participant families completing education/training programs.	5
The number of participant families securing standard housing.	6
The number of participant families provided emergency assistance.	75
The number of participant families provided employment supports.	20
The number of participant families provided educational supports.	2
The average change in the annual income per participant family experiencing a change.	This measure does not require a target but must be reported.
The average wage rate of employed participant families.	This measure does not require a target but must be reported.

**Community Services Block Grant Program
 Fiscal Year 2021-22 Application for Funding
 One-Year Work Program
 OEO Form 212 (continued)**

10. For Community Action Agencies that serve multiple counties, provide a breakdown of the expected *number of persons served* in each designated county in the table below. Show the total *number of persons served* in the table.

Number of Families to be Served Per County										
Agency Name: Choanoke Area Development Association of NC, Inc										
Project Name: Self-Sufficiency										
County	Bertie	Halifax	Hertford	Martin	Northampton					Total
Total Planned	23	60	25	21	21					150

**Community Services Block Grant Program
Fiscal Year 2021-22 Application for Funding
Monitoring, Assessment and Evaluation Plan**

1. Describe the role and responsibilities of the following in the assessment and evaluation of agency programs.

a. Board of Directors:

The Board of Directors, as the governing body of the agency, is responsible for the establishment of policies, the direction of activities, and the development of programs and is assisted by the staff in planning, assessing, tracking and evaluating program progress, and recommending changes.

b. Low-Income Community:

Low-income representatives are directly involved through participation on the Board of Directors and on other CADA Advisory Boards and committees that plan, track, and evaluate all CADA programs. Program reports are presented at county council and community organization meetings for review and recommendations. Monthly, the supervisory personnel of each program use the monthly reports generated by the CADA CSBG staff in the Community Service Centers to monitor and evaluate progress. The staff presents program reports to the Board of Directors for review.

c. Program Participants:

Low-income representatives are directly involved in the planning, tracking, and evaluation of all programs. Program participants are encouraged to evaluate and recommend program changes through individual contacts with staff and group/community organization meetings and through needs assessment surveys and tracking of customer satisfaction.

d. Others:

The Board of Directors has representation of faith-based, business, industry, and community members who would be included in this category. The membership of Advisory Boards/ committees includes other agencies and community organizations. CADA staff serves on consortium boards and collaborates with the community to maximize service without duplication.

2. Describe the systematic approach for collecting, analyzing and reporting customer satisfaction data to the Board of Directors.

- a) CADA staff ask clients who seek or who have received assistance from our programs about the quality of the services that CADA provides. CADA compiles the data from the surveys, evaluates the data and determines what works and what needs improvement. By analyzing the data CADA is able to determine if services are customer friendly, effective, respectful of others, and do they produce the intended results.
- b) The Manager of Community Services manages the collection of the surveys, compiles survey data each month and provides a report to the Board or designated Board Committee and CADA management staff.
- c) Each quarter the results are evaluated by CADA management staff to determine if changes are needed agency-wide or if any department is having difficulty providing good customer service. A report is compiled for the Board by Mr. Powers.
- d) The results of the surveys are used by the Board and management team to improve customer service and for planning.
- e) The tool, process and results/reports are part of CADA's annual compliance with the Organizational Standards.

3. Describe how administrative policies and procedures are monitored by the Board of Directors.

All CADA employees and members of its governing body are given a copy of the agency's Personnel Policies and Procedures. The Administrative staff and Board monitor these policies. The Personnel and Grievance Committee of the Board of Directors reviews the policies annually and recommends amendments if needed to the Board for approval at a quorum meeting.

CADA has on file a copy of the Affirmative Action Plan approved by CADA's Board of Directors. CADA's Equal Opportunity Officer assures that this plan is adhered to.

Both the Board and the funding sources through monthly and quarterly reports monitor fiscal policies. A local CPA firm conducts an annual audit and copies of the report are transmitted to CADA's governing board and all funding sources.

4. Describe how the Board acts on monitoring, assessment and evaluation reports.

At the monthly Board of Directors' meeting, program reports and recommendations are presented for advice, discussion, revision, and planning as a means of solving problems and improving implementation of service. Programmatic staff is available at Board meetings to answer questions and to provide additional information the

Board may need to consider. Through the board process, members make recommendations for Board actions and these are approved, disapproved or tabled for future action. Approval requires a majority of the members. Approval of the CSBG work plan is governed by this process.

5. Describe the Board's procedure for conducting the agency self-evaluation.

Each year during the planning process, the agency conducts a self-assessment. This self-assessment is the basis for program planning and assures the responsiveness of the agency to community needs. Upon completion of a project – end of program year – an in-depth assessment of the project's goals, impact and cost effectiveness is conducted by staff, the Board and the low income. The Board is provided information for assessment through Committee/Staff/ Executive Director reports. This information is used by the Board to determine revisions/additions to the agency's work plan and strategic planning. Agency self-evaluation is an ongoing process. Proposals for funding are presented to the Board for approval each month.

6. Summarize the results of the Board's most recent self-evaluation. Describe how the information has been or will be used to develop the agency's next Strategy for Eliminating Poverty. Indicate the timeframe and planned activities for the next evaluation.

Self-Assessments are conducted at the end of each fiscal year. The Board of Directors receives reports from the Executive Director and the managers of the self-sufficiency, housing and employment departments that outline expected and actual results. These reports are delivered each quarter and as needed. Evaluations are ongoing throughout the year and the process provides a foundation for program planning and a vehicle for modification when needed. Board members review the items presented, discuss any perceived problems and explore potential program revisions to insure the agency's continued responsiveness to community needs.

**Community Services Block Grant [CSBG]
Documentation of Submission to County Commissioners**

Background: The North Carolina Administrative Code [10A NCAC 97C.0111 (b)(1)(A)] requires that each CSBG grant recipient submit its Community Anti-Poverty Plan [grant application] to each County Commissioner Board that it serves.

Instructions: This form is to be completed and notarized by the Clerk to the Board.

Agency Name: Choanoke Area Development Association of NC, Inc.

County: _____

Date of Application Submission: December 15, 2020

[Note: This application should be submitted to the County Commissioners at least thirty [30] days prior to application submission to the Office of Economic Opportunity [OEO]. The grant application is due to OEO **January 15, 2021**.

Clerk to the Board should initial all items below.

_____ The agency submitted a complete grant application for Commissioner review.

_____ The Clerk to the Board will be responsible for assuring that the application is distributed to the Commissioners.

_____ Commissioners' comments provided those to the agency. (If applicable)

Clerk to the Board

Date

Notary

Date