

State of North Carolina

Minutes

County of Madison

The Madison County Board of Commissioners met in regular session on Tuesday, May 11, 2021 at 7:00 p.m. at the North Carolina Cooperative Extension-Madison County Center located at 258 Carolina Lane, Marshall, North Carolina.

In attendance were Chairman Mark Snelson, Vice-Chairman Craig Goforth, Commissioner and Interim County Manager Norris Gentry, Commissioner Matt Wechtel, Commissioner Michael Garrison, County Attorney Donny Laws, and Clerk Mandy Bradley.

The meeting was called to order at 7:00 p.m. by Chairman Snelson.

Agenda Item 1: Agenda Approval

Commissioner Gentry requested that the agenda be amended as follows:

- Item 11j: American Rescue Plan Act
- Item 11j : FY 2021-2022 Draft Budget Consideration
- Item 11k: Personnel
- Item 11l: Property
- Item 11m: Attorney Client Privilege

Upon motion by Vice-Chairman Goforth and second by Commissioner Gentry, the Board voted unanimously to approve. (Attachment 1.1)

Agenda Item 2: Approval of April 6, 2021 (Special) Minutes; April 13, 2021 (Regular) Minutes; April 20, 2021 (Special) Minutes; April 27, 2021 (Special) Minutes

Upon motion by Commissioner Wechtel and second by Chairman Snelson, the Board voted unanimously to approve all four sets of minutes as submitted.

Agenda Item 3: Public Comment

Laure Keyes- Ms. Keys spoke regarding county personnel

Sam Thomas-Mr. Thomas spoke regarding county personnel

Liz Gullum-Ms. Gullum spoke regarding the French Broad River

Carl Batchelder-Mr. Batchelder spoke regarding proposed revisions to the Land Use Ordinance and the Solid Waste fee

Erica Tenner-Ms. Tenner spoke regarding county personnel

Katherine Webb-Ms. Webb declined to speak

Lynn Harden- Ms. Harden spoke regarding the Solid Waste fee

Kerry Gaydos-Ms. Gaydos spoke regarding the Solid Waste fee
(Attachment 3.1)

Agenda Item 4: Chris Watson, Director of Community Housing Coalition

Mr. Watson presented and discussed the FY 2020-2021 HOME Investment Partnerships Program Agreement with the Board as well as offered to answer questions from Board members.

Upon motion by Commissioner Wechtel and second by Chairman Snelson, the Board voted unanimously to approve. (Attachment 4.1)

Agenda Item 5: Connie Molland, President Rotary Club of Madison County

Ms. Molland presented and discussed information regarding the Cycle NC Weekend Mountain Ride in Marshall to be held in August 2022. Ms. Molland noted that she would like to obtain permission from the County for County owned property on Blannahassett Island in Marshall to be used for tent camping for the event and that the Town of Marshall as well as the other owner of property located on Blannahassett Island have already agreed for their property to be used for the event.

Upon motion by Commissioner Gentry and second by Chairman Snelson, the Board voted unanimously to join the town of Marshall and approve this project.

Agenda Item 6: James Bence, FY 20 Final Audit Presentation

Mr. Bence attended via electronic means. He presented and discussed information regarding the FY 20 Audit as well as answered questions from Board members. Mr. Bence noted that the audit has been finalized and accepted. Discussion was had by the Board and Mr. Bence.

Agenda Item 7: Daniel Metcalf, Transportations and Operations Director

a. One Call Contract and b. Modivcare Contract

Mr. Metcalf presented and discussed the One Call and Modivcare contract to provide transportation services for Medicaid clients and presented price comparisons for different categories of clients who would receive services.

Discussion was had by the Board with counsel being provided by County Attorney Donny Laws who noted that he would recommend a modification to the Modivcare contract to strike a provision and modification to the One Call contract to exercise the opt out provision of the arbitration clause. He recommended that the Board approve as to substance with modifications as to form.

Upon motion by Commissioner Wechtel and second by Vice-Chairman Goforth, the Board voted unanimously to approve as modified by our County Attorney. (Attachment 7.1, Attachment 7.2)

Agenda Item 8: Jaime Lunsford, IT Director

Mr. Lunsford presented and discussed information as well as answered questions from Board members regarding the current and proposed contracts for printer service for County departments. Information included proposals for service from Toshiba, Sharp, and Xerox as well as rates for printer service currently, the cost that the County currently pays, and costs that have historically been paid. He discussed local companies that use each business for service and noted that County Department Heads have been consulted as well.

Discussion was had by the Board and Mr. Lunsford regarding the cost for the proposed contracts from each company and his recommendation of service from Sharp with counsel being provided by County Attorney Donny Laws. Mr. Lunsford noted that his recommendation is based on the technology of the machines and service of the company, as well as service in the past.

Upon motion by Commissioner Gentry and second by Vice-Chairman Goforth with discussion being had by the Board and Mr. Lunsford and counsel being provided by County Attorney Donny Laws, the Board voted unanimously to go with the one in the middle and the one that our IT Director and Department Head recommends.

Agenda Item 9: Kary Ledford, Interim Finance Officer

a. Budget Amendment #12

Ms. Ledford presented and discussed Budget Amendment #12 with the Board as well as answered questions from Board members.

Upon motion by Commissioner Garrison and second by Chairman Senelson, the Board voted unanimously to approve. (Attachment 9.1)

b. Financial Report

Ms. Ledford presented and discussed the April Financial Report with the Board as well as answered questions from Board members. (Attachment 9.2)

c. Vaya Quarterly Report

Ms. Ledford presented the Vaya Quarterly report to the Board.

Agenda Item 10: Diana Norton, Tax Assessor

Ms. Norton presented the tax refunds and releases for the month of April to the Board.

Upon motion by Commissioner Wechtel and second by Commissioner Gentry, the Board voted unanimously to approve the releases as submitted. (Attachment 10.1)

Agenda Item 11: Norris Gentry Commissioner/Interim County Manager

a. County Manager Update

Commissioner Gentry discussed the fuel short currently being experienced in the area and noted that operational adjustments to departments may be required in the coming days as a result, but that all essential services would continue to operate at this time. Discussion was had by the Board.

Commissioner Gentry discussed the Charters of Freedom Setting currently being installed at the Court House.

b. Land of Sky Economic Development Services Contract Proposed Modification

Commissioner Gentry noted that Land of Sky is requesting a provision for mileage to be added to the Economic Development Services contract and that he will work with LOS to bring the proposal back to the Board.

c. Economic Development MOU

No discussion was had.

d. Opioid Litigation Resolution and Memorandum of Agreement

Commissioner Gentry noted current opioid litigation and invited County Attorney Donny Laws to update the Board. Attorney Laws discussed the class action suit for current opioid litigation and presented an update on the case. He noted that the proposed Memorandum of Agreement does not allow for provisions that need to be resolved before being signed and that the item would be presented once appropriate modifications have been made. Discussion was had by the Board and Attorney Laws.

e. FY 21 Audit Engagement Letter

Commissioner Gentry presented and discussed the FY 21 Audit Engagement Letter with auditing firm, Mauldin and Jenkins. Discussion was had by the Board and Interim Finance Officer Kary Ledford.

Upon motion by Vice-Chairman Goforth and second by Chairman Snelson, the Board voted unanimously to approve. (Attachment 11.5)

f. Comprehensive Plan Consideration

Commissioner Gentry discussed the need for the development of a Comprehensive Plan for the County. He noted that he will be working to move forward and requested authorization from the Board to officially begin work on the plan.

Upon motion by Chairman Snelson and second by Vice-Chairman Goforth with discussion being had by the Board, the Board voted unanimously to approve.

g. Architectural Services Discussion

Commissioner Gentry discussed the need to modify the current architectural agreement for future construction projects including the Golden Leaf Funding project, the Marshall Convenience Center, Mars Hill Convenience Center, and the playground on Medical Park Drive. Discussion was had by the Board.

County Attorney Laws discussed Resolutions presented to the Board for consideration to seek the services of an engineer for these projects and discussed that the NCGS allow that the Board may by resolution exempt the services from bidding if the project is less than \$50,000. He noted that the County has an architect that has been working on other projects and that the County Manager would like to get an estimate in fees and then bring back to the Board for consideration.

Discussion was had by the Board regarding what services are being sought out as well as the projects associated and counsel was provided by County Attorney Laws.

Upon motion by Commissioner Garrison and second by Commissioner Wechtel, the Board voted unanimously to accept the Resolutions and proceed with the negotiations on all four. (Attachment 11.7)

h. County Board Appointments

Commissioner Gentry presented vacancies for County Boards.

Chairman Snelson noted that Joshua Norton has submitted an application for appointment and called for a motion. Upon motion by Commissioner Wechtel and second by Vice-Chairman Goforth with discussion being had by the Board and Commissioner Wechtel clarifying that the appointment is for the Planning Board, the Board voted unanimously to approve. Further discussion was had by the Board regarding Board appointments.

i. American Rescue Plan Act

Commissioner Gentry presented and discussed the American Rescue Plan Act and funds allocated by the Federal Government for the County. He discussed how and when the funds can be spent and that the County has up to 2023 to fully expend the funds. Discussion was had by the Board.

j. FY 2021-2022 Draft Budget Consideration

Commissioner Gentry presented and discussed the FY 2021-2022 draft budget for consideration. Commissioner Gentry made a motion to approve the draft budget and authorize me and Kary to forward it to the appropriate authorities for their review. The motion was seconded by Vice-Chairman Goforth. Discussion was had by the Board regarding the Local Government Commission's review of the draft budget and the items contained in the budget. The Board voted 3-2 to approve with Commissioner Wechtel and Commissioner Garrison voting opposed.

Discussion was had regarding the upcoming COVID vaccine clinic in the Spring Creek community.

k. Personnel, l. Property, m. Attorney-Client Privilege

Upon motion by Commissioner Gentry and second by Commissioner Garrison, the Board voted unanimously to enter into closed session pursuant to NCGS 143-318.11 (a) (6) at 9:00 p.m.

Upon motion by Commissioner Gentry and second by Chairman Snelson, the Board voted unanimously to return to open session at 10:05 p.m.

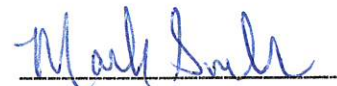
Human Resources Director Brooke Ledford requested on behalf of the Transportation and Operations Department, the transfer of Jason Treadway from Nutrition at the Department of Social Services to fill the custodial position for Transportation and Operations. Upon motion by Chairman Snelson and second by Commissioner Garrison, the Board voted unanimously to approve.

Agenda Item 12: Adjournment

Upon motion by Commissioner Gentry and second by Chairman Snelson, the Board voted unanimously to adjourn at 10:09 p.m.

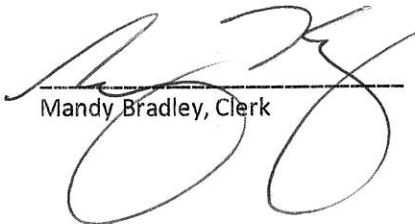
This the 11th day of May, 2021.

MADISON COUNTY



Mark Snelson, Chairman
Board of Commissioners

ATTEST:



Mandy Bradley, Clerk

Madison County Board of Commissioners
Agenda
May 11, 2021

7:00 P.M.

Meeting Called To Order
Pledge of Allegiance
Moment of Silence

1. Agenda Approval
2. Approval of April 6, 2021 (Special) Minutes; April 13, 2021 (Regular) Minutes; April 20, 2021 (Special) Minutes; April 27, 2021 (Special) Minutes
3. Public Comment
4. Chris Watson, Director Community Housing Coalition
HOMER Investment Partnerships Program Agreement
5. Johnnie Wells, President Rotary Club of Madison County
2021-2022 Weekend Mountain Ride
6. Vance Beards, Mauldin, and Jenkins
FY 2021 Audit Presentation
7. Daniel Viscelli, Transportation and Operations Director
 - a. One Call Contract
 - b. MotivCare Contract
8. Jaime Lunsford, IT Director
County Printer Contract
9. Kevin Stovall, Interim Finance Officer
 - a. Board Amendment #12
 - b. Financial Report
 - c. May Quarterly Report
10. Diana Norton, Tax Assessor
Tax Returns and Release
11. Norris Gentry, Commissioner/Interim County Manager
 - a. County Manager Update
 - b. Land of Sky Economic Development Services Contract Proposed Modification
 - c. Economic Development MOU
 - d. Opioid Litigation Resolution and Memorandum of Agreement
 - e. FY 21 Audit Engagement Letter
 - f. Comprehensive Plan Consideration
 - g. Architectural Services Discussion
 - h. County Board Appointments
 - i. American Rescue Plan Act
 - j. FY 2021-2022 Draft Budget Consideration
 - k. Personnel
 - l. Property
 - m. Attorney-Client Privilege
12. Adjournment



Madison County Commissioners Meeting

Public Comment

May 11, 2021

7:00pm

North Carolina Cooperative Extension-Madison County
Center

3 Minute Time Limit

----- Public Comment Sign-In Sheet -----

Name	Signature
1. Laura Keyes ✓	
2. Sam Thomas ✓	
3. James E. Ford ✓	
4. Liz Gullum ✓	
6. CARL BATCHELDER ✓	
7. Erica Tenner ✓	
8. Catherine Webb ✓	
9. Lynn Harden ✓	
10. Kerry Gaydos ✓	
11.	
12.	
13.	
14.	
15.	
16.	
17.	
18.	
19.	
20.	

**AGREEMENT FOR THE EXECUTION OF A
HOME INVESTMENT PARTNERSHIPS PROGRAM**

**Madison County, North Carolina on behalf of
Community Housing Coalition of Madison County
Rural Rehabilitation**

FY 2020-2021

This Agreement, made and entered into this 11th day of May 2021, by and between the **City of Asheville**, a municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter "City"), and **Madison County, North Carolina**, a local government, existing under the laws of the State of North Carolina (hereinafter "Subrecipient") and acting as the fiscal agent for Community Housing Coalition of Madison County.

WITNESSETH:

WHEREAS, the City has entered into an Agreement for a HOME Investment Partnerships Program (hereinafter "Funding Agreement") with the U. S. Department of Housing and Urban Development (hereinafter "HUD"); and

WHEREAS, it is the purpose of this agreement to effect a specified portion of the program approved by the Funding Agreement in accordance with the policies expressed by and declared in Title II of the National Affordable Housing Act of 1990, as amended (hereinafter "Act"); and

WHEREAS, pursuant to said purpose the Subrecipient is undertaking certain activities and desires to engage the City to render certain assistance in such undertakings.

NOW, THEREFORE, for valuable consideration and mutual promises exchanged between the parties hereto, it is agreed as follows:

SCOPE OF SERVICES: The services to be performed pursuant to this Agreement (hereinafter "Project"), shall be those specified in the **Scope of Services** (attached hereto as **Attachment A**) and funded using resources specified in the **Project Budget** (attached hereto as **Attachment B**) and under the Project Title

**Madison County
Rural Rehabilitation**

in the application and/or Consolidated Plan submitted by the City and approved by HUD as that Project Title Consolidated Plan now reads or as it may later be modified in accordance with regulations promulgated by HUD. The Project shall be performed in accordance with the provisions of this Agreement and all attachments or supplements hereto and in full compliance with the policies, procedures, and requirements of the Act and regulations properly promulgated by HUD pursuant

thereto. The Subrecipient shall perform all services covered by this agreement in accordance with all federal, state, and local laws, ordinances, rules and regulations including, but not limited to, those outlined in the **Certifications** (attached hereto as **Attachment C**) of this Agreement.

The City may, from time to time, request changes in the scope of service of the Subrecipient to be performed hereunder. Such changes, including any increase or decrease in the amount of the Subrecipient's compensation which is mutually agreed upon by and between the City and the Subrecipient, shall be incorporated in written amendments to this Agreement.

1. DURATION OF AGREEMENT

This Agreement shall be effective as of the 30th day of June 2020, and shall remain in effect during the period of affordability required by the Act under 24 CFR Part 92.254.

2. AMENDMENTS

The City may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the City's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Subrecipient from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Subrecipient.

3. SUSPENSION OR TERMINATION FOR CAUSE

The City, upon written notice to the Subrecipient, may suspend or terminate payment of Grant funds to the Subrecipient in whole or in part for cause which shall include, but not limited to, the following:

- (1) Ineffective or improper use of Grant funds;
- (2) Failure to comply with the terms and conditions of this Agreement;
- (3) Submission to the City of reports which are incorrect or incomplete in any material respect;
- (4) Suspension of the Grant from HUD to the City in whole or part for any reason.

The City, upon written notice to the Subrecipient, may also withhold payment of any unearned portion of the Grant if the Subrecipient is unable or unwilling to accept any additional conditions that may be provided by law, by executive order, by regulations or by other policy announced by HUD.

If the City withholds payment, it shall advise the Subrecipient in writing what action must be taken as a condition precedent to the resumption of payments. Upon such termination the Subrecipient shall remit any unexpended balance of advanced payments on account of the Grant as well as such other portions of such payments previously received as determined by the City to be due. The action of the City in accepting any such amount shall not constitute a waiver of any claim which the City may otherwise have arising out of this Agreement.

4. TERMINATION FOR CONVENIENCE OF CITY OR THE SUBRECIPIENT

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the City or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety. Written notice of termination must be delivered to the other party at least thirty (30) days prior to such termination.

5. FUNDING

The City will reimburse the Subrecipient from funds received from HUD for the Project in accordance with the approved **Project Budget (Attachment B)** or the actual cost of the Project, whichever is less. The payment procedure under this Agreement shall be in accordance with the following method: Payment shall be on a reimbursement basis upon receipt by the City of a Request to Draw Funds (hereinafter referred to as the Draw Request; the City shall provide the Subrecipient with such forms). The Report shall reflect expenditures and incurred expenses by budget line item. The Subrecipient shall also provide support documentation such as invoices and payroll for all expenditures included on the Draw Request. Requests for reimbursement shall be made monthly, unless otherwise agreed.

6. MAXIMUM PAYMENT

Payments under this Agreement are limited to those HOME funds specified in the Project Budget. It is expressly understood and agreed that in no event will the total compensation and reimbursement, if any, to be paid hereunder exceed the maximum sum of **One hundred fifty thousand dollars (\$150,000)**.

7. RECORDS

The Subrecipient shall maintain and shall make available at reasonable times and places to the City such records and accounts, including property, personnel, and financial records, as are deemed necessary by the City and/or State and federal agencies in order to assure a proper accounting for all Project funds.

The Subrecipient shall provide any duly authorized City representative, representative of HUD and the Comptroller General of the United States, at all reasonable times, access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents relating to the HOME funds and the fulfillment of this agreement for a period of five years following the completion of all close-out procedures respecting HOME funds, and the final settlement and conclusion of all issues arising out of the HOME loan. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

8. EXPENSES NOT COVERED

Any costs and expenses not covered by the Project Budget, and hence not properly payable from Grant funds, shall be borne entirely by the Subrecipient, or paid from funds otherwise available to

it, unless otherwise provided herein. In no case will the City reimburse any cost determined to be ineligible under this Agreement or under HUD regulations, regardless of any mistaken determination of eligibility at the time the costs were incurred, nor will the City reimburse any cost which has been or will be reimbursed from another source.

9. BUDGET CHANGES

- (a) Except for changes made in accordance with subsection (b) below, any and all alterations in the approved use of budgeted funds shall be subject to prior review by the City.
- (b) Funds may be shifted between line items of the Project without prior approval of the City only to the extent that such action does not result in a change in the Project and so long as it does not exceed ten percent (10%) of the line item total from which the funds are being removed or to which the funds are being added.
- (c) A report of fund shifts not requiring prior approval by the City shall be reported in writing to the City Director of Community Development within three (3) working days after its effective date.

10. FINANCIAL ACCOUNTING

The Subrecipient agrees to comply with the following requirements for which HUD has enforcement responsibility:

- (a) Administrative requirements of 2 CFR Part 200. These include the procurement requirements as applicable.
- (b) Subrecipients are required to comply with the Cost Principles set forth in 2 CFR Part 200, Subpart E, including **Procurement Standards** (attached hereto as **Attachment D**) for this Agreement.
- (c) The Subrecipient shall not commingle accounts to an extent that prevents the accounting and auditing of the funds provided hereunder; provided, however, that the Subrecipient may supplement the funds provided hereunder from other fund sources.
- (d) Funds provided hereunder are exclusively for the purposes of this Agreement under the terms and conditions of the Agreement, and the Subrecipient shall not temporarily or permanently shift such funds to other programs or for other purposes for any reason.
- (e) If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient share of administrative costs and shall submit such plan to the City for approval, in a form specified by the City.
- (f) The Subrecipient shall not purchase any non-expendable equipment or furnishings without the express written consent of the City.

- (g) Upon termination of the Agreement, the Subrecipient shall transfer to the City any unobligated funds on hand that were provided under this Agreement and any accounts receivable attributable to the use of funds provided.
- (h) The City retains the right to recover any questioned costs or overpayments from the Subrecipient.

11. CIVIL RIGHTS

- (a) **Compliance:** The Subrecipient agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.
- (b) **Land Covenants:** This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.
- (c) **Section 504:** The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The City shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.
- (d) **Affirmative Action:**
 - (1) **Approved Plan:** The Subrecipient agrees that it shall be committed to carry out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The City shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program.
 - (2) **Women- and Minority-Owned Businesses (W/MBE):** The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business"

means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

(3) Access to Records: The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

(4) Notifications: The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Subrecipient contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

12. INSURANCE AND LIABILITY

The Subrecipient's chief fiscal officer or insurer shall provide the City with a Certificate of Insurance naming the City of Asheville as an additional insured for General Liability and Crime, assuring that all persons handling funds received or disbursed under this Agreement are covered by fidelity bond, moneys and securities or a crime policy in an amount consistent with sound fiscal practice and with the coverage deemed necessary by the City for its employees.

13. LIABILITY OF CITY

Work to be performed as provided herein shall be done by the Subrecipient as an Independent Contractor. The City shall not be liable for claims for damages or losses arising out of the performance of this Agreement by the Subrecipient, its employees, officers or agents and the Subrecipient shall indemnify and hold harmless the City, its officers, agents and employees from all such claims arising under this agreement.

14. HOLD HARMLESS

The Subrecipient shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

15. WORKERS' COMPENSATION

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement

16. REPORTS

The Subrecipient agrees to provide a monthly report to the City which notes accomplishments, performance outcomes, beneficiaries, problems encountered and updates in work schedule, Subrecipient proceeds and any other information specified in the Scope of Services or needed by the City to complete the Consolidated Annual Performance and Evaluation Report and other reports required by HUD. This monthly report shall also include an accounting of all Subrecipient proceeds received and/or expended during the month and year to date.

The Subrecipient agrees to provide an Annual Audit Report. The audit shall be performed in compliance with generally accepted accounting practices and performed no later than 9 months after the end of the Subrecipient's fiscal year. The audit report shall be submitted to the City within 30 days after completion of the audit. If the Subrecipient receives more than \$750,000 of federal funds in a year, the audit must be carried out in compliance with the requirements of 2 CFR Part 200.

17. MONITORING AND EVALUATION

The Subrecipient agrees that the City may carry out monitoring and evaluation activities as determined necessary by the City and HUD. At a minimum, the Subrecipient will be monitored annually to ensure that HOME funds are used in accordance with all program requirements and written agreements as required under 24 CFR 92.504(a).

18. PUBLICITY

The Subrecipient shall make every effort in its publicity and in other ways, to fully inform the public concerning the Project. Any publicity given to the Project must recognize the Asheville Regional Housing Consortium as the sponsor and the Project being funded by HUD through the HOME Investment Partnerships Program. The City will, in all publicity originated by it concerning the Project, recognize the Subrecipient as the organization responsible for carrying out the Project.

19. ASSIGNABILITY

This agreement is expressly non-assignable without the prior written consent and approval of the City; nor may the Project be continued by a successor to the Subrecipient herein named without the prior written consent of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement and attachments hereto and final approval by the City.

20. HOME TERMS AND CONDITIONS

(a) The Subrecipient shall assume responsibility for managing the day-to-day operations of its HOME projects, to assure compliance with program requirements outlined in 24 CFR Part 92, and for taking appropriate action when performance problems arise.

(b) The Subrecipient will adhere to the "Recapture Provisions" adopted by the Asheville Regional Housing Consortium on April 24, 2013 (which are HUD-approved), consistent with 24 CFR §92.254.a.5 of the HOME Final Rule.

- (c) The Subrecipient shall request disbursement of HOME funds only at the time funds are needed for reimbursement of eligible costs.
- (d) Upon initiation of the project the Subrecipient shall submit a completed HUD Homeowner Rehab Set-Up Form (HUD Form 40094). At completion of the project, the Subrecipient shall submit a completed HUD Homeowner Rehab Completion Report (HUD Form 40096) to the City for all HOME-assisted units concurrently with the final draw down.
- (e) The City shall review the activities of Subrecipient housing projects assisted with HOME funds to assure compliance with the requirements set out in 24 CFR Part 92 not less than annually. Each review must include an annual on-site inspection to determine compliance with local housing code and the HOME Program requirements. These inspections shall be conducted for each HOME-assisted unit in a project during the project's period of affordability.
- (f) The City shall hold the Subrecipient responsible for complying with the provisions of this agreement even when the Subrecipient designates a third party or parties to undertake all or any part of the program. All third parties must be bound in writing to the same provisions as required in this agreement.
- (g) The Subrecipient shall reimburse the City for any amount of HOME funds determined by HUD to have been improperly expended, and the City shall retain the right to recover any questioned costs or overpayments from the Subrecipient.
- (h) Upon termination, the Subrecipient shall remit any unexpended balance of advanced payments on account of the Grant as well as such other portions of such payments previously received as determined by the City to be due and the action of the City in accepting any such amount shall not constitute a waiver of any claim which the City may otherwise have.
- (i) The Subrecipient shall allow the City to carry out monitoring and evaluation activities as determined necessary by the City and HUD.
- (j) In the event of termination, all property and finished or unfinished documents, data, studies, and reports purchased or prepared by the Subrecipient under this Agreement shall, at the option of the City, become the property of the City.
- (j) Affirmative Marketing: Any project containing five or more HOME assisted rental units must comply with section 92.351 of the HOME Final Rule and with the Asheville Regional Housing Consortium policy.

21. DOCUMENTS OF INCORPORATION

This Agreement is expressly made subject to all Attachments hereto, to all of the attachments, provisions, requirements, federal, state and local laws, rules and regulations of the April 13, 2010, Asheville Regional Housing Consortium Joint Cooperation Agreement and of the Funding Agreement between the City and HUD and to any and all requirements, whether federal, state or local, verbal or written, placed upon the City as lead entity of the Asheville Regional Housing

Consortium. All of the foregoing are hereby made a part of this Agreement and incorporated herein by reference.

22. SPECIAL CONDITIONS

- (a) **Non-Discrimination:** In the provision of services made available by the use of these funds the Subrecipient will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of race, color, national origin, sex, age, disability or religion.
- (b) The Subrecipient will not discriminate against or limit housing opportunity to any person applying for such housing on the basis of race, color national origin, sex, age, disability or, religion.
- (c) **Religious Activities:** The Subrecipient will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.

23. COMPLIANCE WITH OTHER FEDERAL REQUIREMENTS

The Subrecipient in accepting and using HOME Investment Partnership funds hereby assures and certifies that it will conduct and administer the activities and funds under this Agreement in compliance with the following Federal statutes, regulations and circulars when applicable:

- (a) **Section 109** of the Housing and Community Development Act of 1974 (the Act) as amended; and regulations issued pursuant thereto regarding prohibited discriminatory actions; The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 92.350(a). The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.
- (b) **Labor Standards:** The labor standards requirements as set forth in 24 CFR 92.354 and HUD regulations issued to implement Section 110 of the Act; The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than twelve (12) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if

wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

- (c) **Environmental Standards:** Section 104(g) of the Act containing environmental standards and regulations contained in 24 CFR Part 58 to implement the requirements of the Act; The project awarded funding through this contract is subject to environmental review per 24 CFR Part 58. A Release of Funds has been obtained by the City of Asheville as the responsible entity for HUD. The project has received clearance and the letter is attached. Changes to the project may void this clearance and must be resubmitted for reevaluation.
- (d) **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970** and HUD implementing regulations in 24 CFR Part 42; The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 92.353; (b) the requirements of 24 CFR 92.353 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 92.353 governing optional relocation policies. [The City may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 92.535(b) and 92.535(c) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a HOME-assisted project. The Subrecipient also agrees to comply with applicable City ordinances, resolutions and policies concerning the displacement of persons from their residences.
- (e) **Employment and Contracting:** Executive Order 11246, as amended by Executive Order 112086 and regulations issued pursuant thereto (41 CFR Chapter 60) relating to employment and contracting opportunities;
- (f) **Lead-Based Paint:** Section 401(b) of the Lead-Based Paint Poisoning Prevention Act and implementing regulations contained in 24 CFR Part 35, Subpart J, prohibiting the use of lead-based paint in residential structures;
- (g) **Debarred Contractors:** The prohibition against employing, awarding of contracts to, or engaging the services of any contractor or subcontractor debarred suspended, or ineligible for Federal funds under 24 CFR Part 24;
- (h) **Conflict of Interest:** The Subrecipient agrees to abide by the conflict of interest regulations contained in 24 CFR Part 92.356 (attached hereto as **Attachment E**), which also require compliance with 24 CFR Part 85.36 and 24 CFR Part 84.42. These procurement and non-procurement provisions include, but are not limited to, the following:
 - (1) The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

- (2) No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
 - (3) No covered persons who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-assisted activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the participating jurisdiction, State recipient, Subrecipient, or subrecipient which are receiving HOME funds.
 - (4) No owner, developer or sponsor of a project assisted with HOME funds (or officer, employee, agent or consultant of the owner, developer or sponsor) whether private, for profit or non-profit (including a community housing development organization (Subrecipient) when acting as an owner, developer or sponsor) may occupy a HOME-assisted affordable housing unit in a project. This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker.
- (i) **Section 3 of the Housing and Urban Development Act of 1968**, as amended concerning the provision of training, employment and business opportunities, including the following provisions:
- (1) Compliance: Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the City, the Subrecipient and any of the Subrecipient's subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.
 - (2) The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:
 - i. "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest

extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

- ii. The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the HOME-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the HOME-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

(3) The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

- i. Notifications: The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- ii. Subcontracts: The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor Subrecipient. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

(j) Drug Free WorkPlace Act;

(k) National Historic Preservation Act of 1966, as amended;

(l) Code of Federal Regulations 24 Part 92 containing regulations for the HOME Investment Partnership Act.

(m) Lobbying : The Subrecipient hereby certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any Subrecipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Subrecipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(3) It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

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

(n) Hatch Act: The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

24. MISCELLANEOUS PROVISIONS

(a) The singular of any term used in this Agreement shall include the plural, and the masculine shall include the feminine, and vice versa.

(b) A signed copy of this Agreement shall be considered as an original.

- (c) Service of all notices under this Agreement shall be sufficient if given personally, by registered or certified mail, returned receipt requested, and mailed to the party involved at the address and to the attention of the person set forth below, or to such other person or address as said party may provide in writing from time to time. Any such notice mailed to such address shall be effective upon the date received as shown by the returned receipt or otherwise;
- (d) E-Verify Employer Compliance: Employers and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the NC General Statutes must comply with E-Verify requirements to contract with governmental units. E-Verify is a Federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.
- (e) City of Asheville staff are responsible for verifying that the subrecipient is not listed on the Iran Divestment List or the Companies Boycotting Israel Final Divestment List published by the State Treasurer pursuant to N.C.G.S. 147-86.60 and 147-86.62. The City shall not contract with any company or their affiliates listed on these divestment lists.

CITY OF ASHEVILLE
Mr. Paul D'Angelo
Community Development Program Director
Post Office Box 7148
Asheville, North Carolina 28802

MADISON COUNTY, NC
Norris Gentry
County Manager
107 Elizabeth Lane
P.O. Box 579
Marshall, NC 28753

Attachments:

1. Attachment A: Scope of Services
2. Attachment B: Project Budget
3. Attachment C: Certifications
4. Attachment D: Procurement Standards
5. Attachment E: Conflict of Interest

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed on its behalf and attested; and the Subrecipient has caused the same to be duly executed and attested on its behalf.

Attest to:

CITY OF ASHEVILLE, North Carolina

City Clerk
(Corporate Seal)

By: _____
Debra Campbell
City Manager

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, Notary Public of the County and State aforesaid certify that **Magdalen Burleson** personally came before me this day and acknowledged that she is the City Clerk of the City of Asheville, a municipal corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its City Manager and attested by herself as its City Clerk.

Witness my hand and notarial seal this _____ day of _____, 2021.

Notary Public

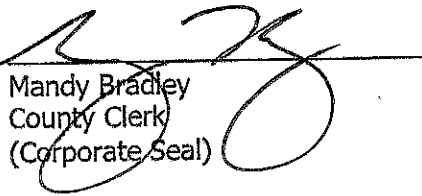
My Commission Expires: _____


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

Tony McDowell, Chief Financial Officer

Date _____

Attest to: [REDACTED] **Madison County, North Carolina**


Mandy Bradley
County Clerk
(Corporate Seal)

By: 
Mark Snelson
Board of Commissioners Chair

STATE OF NORTH CAROLINA
COUNTY OF MADISON

I, a Notary Public of the County and State aforesaid certify that, **Mandy Bradley** personally came before me this day and acknowledged that he/she is the County Clerk of Madison County, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its Chair and attested by himself/herself as its Secretary.

Witness my hand and notarial seal this 11 day of May, 2021.


Notary Public
My Commission Expires: 12/17/24



Attachment 7.1

MEDICAID MANAGED CARE
PROVIDER AGREEMENT

SIGNATURE PAGE

This Medicaid Managed Care Provider Agreement consists of: I) the Signature Page; II) the Standard Terms & Conditions; III) the Schedules; IV) Product Specific Addenda; V) the State-Product Specific Appendices to the Product Specific Addenda; VI) the State-Product Specific Attachments to the Appendices; and VII) all references incorporated therein (collectively, the "Agreement"). Provider must sign the Signature Page and Appendices and Attachments where indicated. This Agreement will become effective on the date indicated below (the "Effective Date").

Provider certifies and acknowledges that Provider has carefully read all of the provisions of this Agreement and that Provider understands and will fully and faithfully comply with such provisions (including the Arbitration Provision). In consideration of the mutual covenants and promises stated herein and other good and valuable consideration, Provider and One Call agree to be bound by this Agreement as of the Effective Date.

PROVIDER: Madison County Transit Authority

ONE CALL

Signature: [Handwritten Signature]
Name: Mark Spitzer
Title: Chair, Board of Commissioners
Date: May 11, 2021

Signature: [Handwritten Signature]
Name: Kelly Rosiello
Title: VP -- Provider Contracting

Note: This Agreement does not become effective until it is initialed and dated by One Call below.

Provider Type: Transportation – NEMT (Public Transit)

Initial here for Agreement approval: _____

Initialed by: _____

Provider Address:
387 Long Branch Rdq
Marshall, NC 28753

Effective Date of Agreement: _____

Contract No: **55-153000-048**

ATTACHMENT NC-1

to

APPENDIX NC

NON-EMERGENT MEDICAL TRANSPORTATION

SERVICE FEES

- Rate Per Loaded Mile – Charge applied to each loaded mile of travel required to transport a Covered Individual to a covered benefit / medical appointment.

Non - Ambulance Service Rates		Ambulance Service Rates	
Ambulatory (Sedan)	\$ 1.95	BLS	\$ N/A
Wheelchair	\$ 2.00	ALS	\$ N/A
Stretcher	\$ N/A	ACLS	\$ N/A

- Per Leg Load Fee – Charge to load a Covered Individual at location of pick-up for a covered benefit / medical appointment.

Non - Ambulance Service Rates		Ambulance Service Rates	
Ambulatory (Sedan)	\$ 6.00	BLS	\$ N/A
Wheelchair	\$ 25.00	ALS	\$ N/A
Stretcher	\$ N/A	ACLS	\$ N/A

PROVIDER: Madison County Transit Authority

Signature: Mark Snelsen
 Name: Mark Snelsen
 Title: Chair, Board of Commissioners
 Date: May 11, 2021

Provider Type: Transportation - NEMT

ONE CALL

Signature: Kelly Rosiello
 Name: Kelly Rosiello
 Title: VP – Provider Contracting

Note: The Service Fees above do not become effective until initialed and dated by One Call below.

Initial here for Service Fees approval: _____

Initialed by:

Effective Date of Service Fees:

Contract No: **55-153000-048**

**CONTRACT ADDENDUM
FOR CONTRACTS WITH ANY DEPARTMENT OF
MADISON COUNTY GOVERNMENT**

CONTRACTOR: One Call
COUNTY DEPARTMENT: Transportation Authority
SUBJECT OF CONTRACT: Medical Managed Care Provider Agreements
DATE/TERM OF CONTRACT: May 11, 2021

Notwithstanding any provision contained in the above-referenced Contract or Agreement which may be to the contrary, the following provisions are incorporated and shall apply, supplant and control:

Non-appropriation clause. Contractor acknowledges that Madison County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Madison County's obligation under this contract, then this contract shall automatically expire without penalty to Madison County thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Madison County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in the Madison County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Madison County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Madison County upon written notice to Contractor of such limitation or change in Madison County's legal authority.

Dispute Resolution/Jurisdiction/Venue. Any dispute arising under this Agreement may be settled by mediation in the State of North Carolina in accord with such procedures as may be available to units of local government under state law. No other dispute resolution procedures shall apply. Jurisdiction for any legal proceedings concerning this contract or agreement shall be state courts in the State of North Carolina. Venue for such proceedings shall be Madison County.

No pledge of taxing authority. No deficiency judgment may be rendered against Madison County or any agency of Madison County in any action for breach of a contractual obligation under this contract. The taxing power of the Madison County is not pledged directly or indirectly to secure any monies due under this contract.

No waiver of governmental immunity; Violation of law. Except for waiver of governmental immunity resulting from the execution of a valid contract, Madison County makes no other

waiver of governmental immunity. If any provision of the Contract or Agreement is in violation of any legal, statutory or state constitutional prohibition, then such provision(s) shall be unenforceable against Madison County.

Conflict of interest. If this is a contract for design, engineering, contract administration or similar services, the Contractor will not enter into contracts or agreements with third parties that may present a potential for conflict of interest between Madison County and third parties regarding the subject matter of this Contract or Agreement.

Acceleration Clause. To the extent that any provision of the contract contains any acceleration of clause provision, said clause is deemed void and unenforceable.

Assignment of Rights. Neither party shall sign its rights under this contract without the express written agreement of the other party.

Indemnity, Hold Harmless, Assumption of Risk. To the extent that any provision of the Contract allows for any limitations on the Contractors liability, any waiver in the limits of the County's liability, and/or any hold harmless or indemnification clauses in favor of the Contractor, those provisions are only effective and enforceable in the manner and to the extent provided by NC Law.

Default and Remedies. To the extent that any provision of the Contract addresses default and remedies, then those provisions are stricken in their entirety and are replaced with the following: "County and Contractor, in the event of default, shall have as remedies only those remedies provided by law relative to units of local government in the state of NC."

Compliance with E-Verify requirements. As a condition of payment for services rendered under this agreement, Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor provides the services to the County utilizing a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. Contractor shall verify, by affidavit, compliance of the terms of this section upon request by the County.

For the CONTRACTOR: _____

Title: _____

For MADISON COUNTY Mark Smilson

Title: Chair, Board of Comm.

This instrument has been preaudited in the manner required by the local government budget and fiscal control act.

By: Kay Leaford
Madison County Finance Officer



Madison County Administration

PO Box 579
Marshall, NC 28753
(828) 649-2854
www.madisoncountync.org

May 11, 2021

One Call
841 Prudential Drive, Ste. 204
Jacksonville, FL 32207

Attn: Provider Relations Network Programs, with copy to attn: Legal Department, same address as above. Also sent via electronic mail to legal@onecallcm.com

To Whom It May Concern:

Please be advised that Madison County, a body politic and corporate, on behalf of all of its departments, including, without limitation, Madison County Transportation, opts out of any arbitration provision contained in any Medicaid managed care provider agreement with One Call.

Madison County and One Call have executed an Addendum to the above-referenced agreement removing said arbitration provision from the agreement, however, out of abundance of caution, Madison County is also providing this notice to One Call to opt out of any arbitration provision.

This the 11th day of May, 2021.



Mark Snelson, Chairman
Madison County Board of Commissioners

= Internal Use Only =	
Salesforce Contract #	_____
Date Sent to Provider:	_____

TRANSPORTATION PROVIDER AGREEMENT

Between

MODIVCARE SOLUTIONS, LLC (“MODIVCARE”)

and

Madison County Transportation (“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 as a pre-condition to performing services and receiving payment under this Agreement. Provider will execute and submit to ModivCare annual attestations confirming continued compliance with applicable North Carolina Medicaid participation requirements.
- 3. Provider shall provide one or more of the following modes of transportation: ambulatory sedan or van, wheelchair van, stretcher 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. RESERVED.
 14. Provider shall maintain daily office hours for dispatch and recovery until all trips assigned to provider are complete.
 15. 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. Records requests may include, but not limited to driver and vehicle credentialing records. 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 of 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: Compliance 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: _____

Name: _____

Title: _____

Effective Date: _____

By: X Mark Snelson

Name: Mark Snelson

Title: Chair, BOC

Date: May 11, 2021

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, stretcher, or non-emergency ambulance) as requested by MODIVCARE. Provider agrees and acknowledges that MODIVCARE shall review Provider billings and will identify trips that match the definition of "Shared Ride Trip" and that payment for such trips shall be made at the designated rate for shared trips regardless of whether Provider performed the trips in the same vehicle.

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 and Shared Ride Trip status 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 FIFTEEN (15) DAYS OF DATE OF SERVICE. TIME IS OF THE ESSENCE WITH RESPECT TO PROVIDING PROMPT AND ACCURATE INVOICES. INVOICES NOT SUBMITTED WITHIN THIRTY (30) DAYS OF SERVICE WILL BE SUBJECT TO A TEN PERCENT (10%) REDUCTION IN THE AMOUNT THAT WOULD OTHERWISE BE DUE UNDER THE INVOICE. INVOICES SUBMITTED MORE THAN SIXTY (60) DAYS AFTER DATE OF SERVICE WILL BE DISALLOWED IN THEIR ENTIRETY.

Claims that are denied and returned to Provider because of missing information may be resubmitted with the previously missing information. These claims are subject to a 10% reduction in the amount that would otherwise be due under the invoice if not resubmitted within thirty (30) days of the date the claim was returned to Provider, and will be denied in their entirety if not resubmitted within sixty (60) 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.

[Remainder of Page Intentionally Left Blank]

**ATTACHMENT 1 TO EXHIBIT B
RATE CARD**

Provider Name ("Provider"): _____

Rate Table

Rate Description	Base Rate	Miles Included in Base Rate	Comments
Ambulatory Services:			
<i>Door-to-Door Service - Base Rate</i>	\$ _____	_____	
<i>Per Additional Passenger</i>	\$ _____	n/a	If traveling with member and pre-authorized
<i>Ground Mileage Rate</i>	\$ _____	n/a	Applied to distance beyond any included miles
Wheelchair Services:			
<i>Door-to-Door Service - Base Rate</i>	\$ _____	_____	
<i>Per Additional Passenger</i>	\$ _____	n/a	If traveling with member and pre-authorized
<i>Ground Mileage Rate</i>	\$ _____	n/a	Applied to distance beyond any included miles
Non-Medical Stretcher Services:			
<i>Door-through-Door Service - Base Rate</i>	\$ _____	_____	
<i>Ground Mileage Rate</i>	\$ _____	n/a	Applied to distance beyond any included miles
Non-Emergency Ambulance Services:			
<i>Basic Life Support (BLS) - Base Rate</i>	\$ _____	_____	
<i>Advanced Life Support (ALS) - Base Rate</i>	\$ _____	_____	
<i>Specialty Care Transport (SCT) - Base Rate</i>	\$ _____	_____	
<i>Ground Mileage Rate</i>	\$ _____	n/a	Applied to distance beyond any included miles
Add-On Services Delivered by Provider:			
<i>Bariatric – Additional Attendant Required</i>	\$ _____	n/a	
<i>Oxygen Administration</i>	\$ _____	n/a	
<i>Medical Escort Service</i>	\$ _____	n/a	
<i>Cancellation Fee</i>	\$ _____	n/a	Not applicable to trips billed under Medicaid
<i>Transportation ancillary fees</i>	\$ _____	n/a	For pre-authorized parking fees and tolls

[Attachment 1 To Exhibit B Signature Page Follows]

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: _____
Name: _____
Title: _____
Effective Date: _____

By: Mark Snelson
Name: Mark Snelson
Title: Chair, BOC
Date: May 11, 2021

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.

1. 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.

[Remainder of Page Intentionally Left Blank]

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: _____

[Remainder of Page Intentionally Left Blank]

EXHIBIT F

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"). 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: Mark Snider
Name: Mark Snider
Title: Chair, BOC
Date: May 11, 2021

**ATTACHMENT 1 TO EXHIBIT B
RATE CARD**

Provider Name ("Provider"): Madison County Transportation Authority

Rate Table

Rate Description	Mileage Group			
	0 to 3	4 to 6	7 to 10	Rate per mile after 10
Ambulatory Services:	0 to 3	4 to 6	7 to 10	Rate per mile after 10
	\$15.69	\$20.23	\$23.23	\$1.93
Wheelchair Services:	0 to 3	4 to 6	7 to 10	Rate per mile after 10
	\$24.59	\$29.69	\$32.38	\$2.16
Non-Medical Stretcher Services:	0 to 3	4 to 6	7 to 10	Rate per mile after 10
	NA	NA	NA	
Non-Emergency Ambulance Services:	0 to 3	4 to 6	7 to 10	Rate per mile after 10
<i>Basic Life Support (BLS)</i>	NA	NA	NA	
<i>Advanced Life Support (ALS)</i>	NA	NA	NA	
<i>Specialty Care Transport (SCT)</i>	NA	NA	NA	
Add-On Services Delivered by Provider:	0 to 3	4 to 6	7 to 10	Rate per mile after 10
<i>Bariatric — Additional Attendant Required</i>	NA	NA	NA	
<i>Oxygen Administration</i>	NA	NA	NA	
<i>Medical Escort Service</i>	NA	NA	NA	
<i>Cancellation Fee</i>	NA	NA	NA	
<i>Transportation ancillary fees</i>	NA	NA	NA	

Attachment 1 To Exhibit B Signature Page Follows

**CONTRACT ADDENDUM
FOR CONTRACTS WITH ANY DEPARTMENT OF
MADISON COUNTY GOVERNMENT**

CONTRACTOR: Medicare Solutions, LLC
COUNTY DEPARTMENT: Transportation Authority
SUBJECT OF CONTRACT: Transportation Provider Agreements
DATE/TERM OF CONTRACT: May 11, 2021

Notwithstanding any provision contained in the above-referenced Contract or Agreement which may be to the contrary, the following provisions are incorporated and shall apply, supplant and control:

Non-appropriation clause. Contractor acknowledges that Madison County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Madison County's obligation under this contract, then this contract shall automatically expire without penalty to Madison County thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Madison County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in the Madison County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Madison County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Madison County upon written notice to Contractor of such limitation or change in Madison County's legal authority.

Dispute Resolution/Jurisdiction/Venue. Any dispute arising under this Agreement may be settled by mediation in the State of North Carolina in accord with such procedures as may be available to units of local government under state law. No other dispute resolution procedures shall apply. Jurisdiction for any legal proceedings concerning this contract or agreement shall be state courts in the State of North Carolina. Venue for such proceedings shall be Madison County.

No pledge of taxing authority. No deficiency judgment may be rendered against Madison County or any agency of Madison County in any action for breach of a contractual obligation under this contract. The taxing power of the Madison County is not pledged directly or indirectly to secure any monies due under this contract.

No waiver of governmental immunity; Violation of law. Except for waiver of governmental immunity resulting from the execution of a valid contract, Madison County makes no other

waiver of governmental immunity. If any provision of the Contract or Agreement is in violation of any legal, statutory or state constitutional prohibition, then such provision(s) shall be unenforceable against Madison County.

Conflict of interest. If this is a contract for design, engineering, contract administration or similar services, the Contractor will not enter into contracts or agreements with third parties that may present a potential for conflict of interest between Madison County and third parties regarding the subject matter of this Contract or Agreement.

Acceleration Clause. To the extent that any provision of the contract contains any acceleration of clause provision, said clause is deemed void and unenforceable.

Assignment of Rights. Neither party shall sign its rights under this contract without the express written agreement of the other party.

Indemnity, Hold Harmless, Assumption of Risk. To the extent that any provision of the Contract allows for any limitations on the Contractors liability, any waiver in the limits of the County's liability, and/or any hold harmless or indemnification clauses in favor of the Contractor, those provisions are only effective and enforceable in the manner and to the extent provided by NC Law.

Default and Remedies. To the extent that any provision of the Contract addresses default and remedies, then those provisions are stricken in their entirety and are replaced with the following: "County and Contractor, in the event of default, shall have as remedies only those remedies provided by law relative to units of local government in the state of NC."

Compliance with E-Verify requirements. As a condition of payment for services rendered under this agreement, Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor provides the services to the County utilizing a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. Contractor shall verify, by affidavit, compliance of the terms of this section upon request by the County.

For the CONTRACTOR: _____

Title: _____

For MADISON COUNTY Mark Soultson

Title Chairman, Board of Com

This instrument has been preaudited in the manner required by the local government budget and fiscal control act.

By: Kay Leaford
Madison County Finance Officer

**Madison County
Board of Commissioners**

Attachment 9.1

**Budget Amendment #12
May 11, 2021**

Description	Line Item	Debit	Credit
Ad Valorem			
2003 Taxes	10.3100.2003		\$360.00
2004 Taxes	10.3100.2004		\$340.00
2005 Taxes	10.3100.2005		\$220.00
2006 Taxes	10.3100.2006		\$550.00
2007 Taxes	10.3100.2007		\$380.00
2008 Taxes	10.3100.2008		\$340.00
2009 Taxes	10.3100.2009		\$1,200.00
2010 Taxes	10.3100.2010		\$1,000.00
2011 Taxes	10.3100.2011		\$800.00
2015 Taxes	10.3100.2015		\$4,425.00
2019 Taxes	10.3100.2019		\$19,000.00
2021 Taxes	10.3100.2021		\$2,000.00
Late Listing Penalties	10.3100.1800		\$2,000.00
Interest	10.3100.1700		\$25,000.00
Sale of foreclosed prop.	10.3100.8000	\$ 10,000.00	
Adust to actual			
Register of Deeds			
NC State Treasurer	10.3418.4140		\$1,000.00
Fees	10.3418.4100		\$50,000.00
Marriage License	10.3418.4110		\$2,200.00
NC State Treasurer	10.4180.6110	\$ 5,000.00	
Conveyance Tax	10.4180.6140	\$ 48,200.00	
Adjust to projected increase of revenues, increase expense lines for increased expense due to the increased revenues.			
Governing Body			
Timber Receipts	10.3313.2400		\$10,509.57
Legal fees	10.4110.1920	\$ 10,000.00	
Projecting additional expenses due to continued litigation.			
Clerk of Court			
Facility Fees	10.3323.3300		\$2,700.00
Jail Fees	10.3323.3320		\$2,800.00
To record additional revenue			

Health Department

Covid-19 Crisis Response	10.5110.7919	\$ 60,489.00	
Covid-19 Crisis Response	10.3513.7919		\$ 60,489.00
Mountain Area WIOA	10.3513.7030		\$ 33,750.00
Mountain Area WIOA	10.5110.7030	\$ 33,750.00	
Recording of new grants			

E911

Salaries	10.4331.1210	\$ 41,400.00	
FICA	10.4331.1810	\$ 3,168.00	
Retirement	10.4331.1820	\$ 4,239.00	
Health Ins	10.4331.1830	\$ 8,100.00	
Worker's Comp	10.4331.1860	\$ 58.00	
Life Insurance	10.4331.1890	\$ 43.00	
To correct current year for addition of 90% of Directors salary			

Emergency Management

Capital Vehicle	10.4330.5130	\$ 46,065.00	
Purchase of new vehicle			

Sheriff's Office

Building Maintenance	10.4310.3510	\$ 2,878.00	
Covid clean-up and mutual aid payment			

Animal Services

Adoption Fees	10.3438.1000		\$860.00
Misc Fees	10.3438.2500		\$300.00
Fundraiser	10.3438.2650	\$ 1,200.00	
Emergency Vet Care	10.3438.6500		\$5,000.00
Emergency Vet Care	10.4380.6500	\$ 5,000.00	
To adjust to actual revenues and record donated funds			

Sales Tax

1/4 cent sales tax	10.3232.3115		\$44,328.84
--------------------	--------------	--	-------------

Education/Schools

1/4 cent sales tax	10.5911.7200	\$44,328.84	
NC Forest Service funds	10.5911.6700	\$10,509.57	
State Lottery Funds	10.3591.0000		\$ 441,000.00
State Lottery Funds	10.5911.6340	\$ 441,000.00	
Records Lottery Fund Allocations distributed thus far for FY21			

Contingency	10.7000.0000		\$ 62,876.00
--------------------	--------------	--	--------------

\$ 775,428.41 \$775,428.41

We are 83.40% of the way through the FY21 budget.

Bank balances at April 30, 2021 are as follows:

	Unrestricted	Restricted	
General Fund	\$2,290,920.86		
Debt Service Fund	\$48,525.66		
Capital Outlay Fund	\$326,118.15		
Capital Management	\$10,994,327.77		
Occupancy Tax Fund		\$32,494.54	
Revaluation Fund		\$74,409.75	
Tourism Development		\$925,968.00	
Automation Fund		\$166,727.55	
Drug Seizure Fund		\$7,346.39	
Inmate Trust Fund		\$50,039.97	
Soil & Water Conservation		\$62,466.25	
Total of All Accounts:	\$13,659,892.44	\$1,319,452.45	
New Jail Loan	\$ -	(Due in February)	
School Debt Service	\$ -	(Due in February)	
40-42 Set Aside for Schools	\$ (757,625.49)		
Unspent Grant/Restricted Proceeds	\$ (767,625.28)		
Adoption Promotion Fund	\$ (101,402.73)		
Encumbered Amounts	\$ (1,906,468.32)		
Total Unassigned and Unrestricted Bank Bala	\$10,126,770.63		
	General	Landfill	911
Unassigned and Unrestricted totals by Fund:	\$9,764,417.96	\$125,629.30	\$309,311.44

SUMMARIES:

Percentage of budget at April 2021 is:

All Funds:		YTD		% OF BUDGET
Revenues	\$1,418,451.96	\$27,650,976.94		84.03
Expenditures	\$1,457,405.95	\$22,581,471.90		67.97

General Fund	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 04/20
Revenues to Date:	\$1,341,070.37	\$24,980,079.78		88.56	\$21,645,403.63
Expenditures to Date:	\$1,290,088.59	\$20,855,090.08	\$ 1,408,015.59	80.11	\$19,150,161.16
Gain/Loss to Date:	\$50,981.78	\$4,124,989.70			\$2,495,242.47
Contingency	\$473,162.34				

Landfill	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 04/20
Revenues to Date:	\$65,196.96	\$2,545,132.58		102.98	\$1,789,390.05
Expenditures to Date:	\$155,132.73	\$1,595,124.94	\$497,237.73	60.6	\$1,540,451.67
Gain/Loss to Date:	(\$89,935.77)	\$950,007.64			

Contingency

911 Emergency Telephone Services	MTD	YTD		% OF BUDGET	Year to Date 04/20
Revenues	\$12,184.63	\$125,764.58		60.54	\$162,251.47
Expenditures	\$12,184.63	\$131,256.88	\$1,215.00	63.18	\$172,693.52
Gain/Loss	\$0.00	(5,492.30)			(\$10,442.05)
Contingency	\$-				

GENERAL FUND:

DEPARTMENT	MTD	YTD	% OF BUDGET	Year to Date 04/20
Vehicle Tax	\$117,390.00	\$862,398.87	98.02	\$769,289.48
Overages/Underages	\$0.00	\$3.72		\$3.23
Ad Valorem Tax Interest	\$25,056.78	\$155,308.48	119.47	\$121,733.98
Late Listing Fee	\$1,003.85	\$18,374.66	110.42	\$16,051.14
Legal Fees				
2009 Ad Valorem Tax	\$821.38	\$1,203.40		
2010 Ad Valorem Tax	\$959.72	\$1,559.35	311.87	\$4,337.91
2011 Ad Valorem Tax	\$1,685.18	\$3,826.06	127.54	\$3,154.02
2012 Ad Valorem Tax	\$372.56	\$3,948.63	56.41	\$3,559.45
2013 Ad Valorem Tax	\$360.80	\$5,498.86	78.56	\$3,153.49
2014 Ad Valorem Tax	\$923.81	\$4,970.01	88.43	\$7,150.98
2015 Ad Valorem Tax	\$3,574.94	\$13,995.71	146.25	\$10,063.46
2016 Ad Valorem Tax	\$2,442.16	\$19,839.25	66.13	\$29,589.19
2017 Ad Valorem Tax	\$4,578.48	\$31,135.33	51.89	\$61,417.84
2018 Ad Valorem Tax	\$7,648.72	\$84,167.73	84.17	170,255.93
2019 Ad Valorem Tax	\$12,917.97	\$229,206.89	109.08	10,526,307.41
2020 Ad Valorem	\$114,021.81	\$11,867,370.04	100.9	9,638.51
2021 Ad Valorem	\$2,077.21	\$8,361.27	133.06	
Collection Fees: Marshall				
Collection Fees: Mars Hill				
Collection Fees: Hot Springs		93.47		
Sale of Tax Maps	\$0.00	\$70.50	21.38	\$455.00
Tax Office Copies				
Returned Check	\$68.14	\$7,943.02		\$13,949.93
Refunds/Overpayment of Taxes	\$0.00	\$95,116.61		\$21,000.00
Contra: Returned Check		\$1,284.81		
Sale of Foreclosed Property		\$2,509.00	16.73	\$16,500.00
Contra: Foreclosed Property Expenses				
Sales Tax/Video Programming		\$7,584.88	54.18	\$11,324.81
Sales Tax	\$460,892.86	\$3,603,323.72	91.81	\$2,546,737.04
Gas Tax Refund/State	\$1,718.36	\$14,493.92	65.88	\$15,091.43
Payment In Lieu of Taxes		\$5,892.48	3.72	
Forest Service Timber Sales	\$10,509.57	\$11,224.17	140.30	\$10,811.18
Clerk of Court	\$6,027.74	\$45,971.08	89.79	\$48,435.61
Board of Elections		\$90,747.82	99.23	\$13,451.08
Register of Deeds	\$30,687.50	\$468,291.85	114.58	\$295,162.25
Sheriff's Department	\$120,271.53	\$1,299,453.01	94.52	\$1,015,725.02
Emergency Management	\$ 18,752.80	\$39,377.80	102.21	\$38,904.03
Inspections	\$4,024.84	\$164,676.39	88.63	\$206,797.49
Animal Control	\$6,371.00	\$37,223.09	115.97	\$35,300.48
Transportation	\$19,311.77	\$274,023.57	60.49	\$584,811.86
Cooperative Extension Service				
Soil & Water Conservation	3600	\$30,480.00	100	\$ 31,318.38
Grant Revenues/JCPC/DJJD	\$8,036.00	\$206,859.70	64.53	\$88,478.55

DEPARTMENT	MTD	YTD	% OF BUDGET	Year to Date 04/20
Health Department	\$ 105,518.03	\$ 1,544,590.17	74.98	\$ 1,416,976.04
Medicaid Hold Harmless Tax	\$ -	\$ 311,116.40	92.85	\$ 200,308.00
Social Services	\$112,396.72	\$16,105,741.30	62.58	\$1,566,255.76
AFDC				
Foster Care	\$54,026.10	\$338,781.18	32.71	\$420,947.76
Medicaid				\$370.00
Adoption		\$131,616.07	69.21	\$8,925.00
Child Support Enforcement	\$8,221.14	\$82,192.16	72.34	\$50,961.50
In Home Aldes	\$40,687.57	\$75,462.04	54.24	\$54,886.80
Beech Glen Center				\$235.00
Nutrition	\$9,351.68	\$96,416.09	55.3	\$128,052.17
State Lottery Funds/Education		\$350,000.00		250000
Library	\$6,826.50	\$70,082.01	68.44	\$86,173.60
Parks & Recreation		\$6,970.00	64.6	\$9,420.00
Interest Earned	\$193.50	\$1,973.01	7.74	\$75,114.03
Rent of County Property	\$5,997.50	\$46,775.00	72.86	\$61,210.00
Finance/Other	\$5,211.50	\$15,870.36	100	\$10,884.12
Miscellaneous Income	499.80	\$ 595,662.13	119.85	\$18,779.83
Fund Transfer In				
Totals	1,341,070.37	24,980,079.78	88.56	\$21,645,403.63

GENERAL FUND EXPENDITURES

DEPARTMENT	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 04/20
Governing Body	\$18,139.40	\$140,629.19		87.37	\$83,502.25
Finance Office	\$25,774.56	\$368,167.35	\$ 19,834.99	65.17	\$394,144.21
Tax Collector	\$16,351.75	\$203,895.31	\$ 40,385.00	67.38	\$232,216.66
Tax Supervisor	\$16,701.64	\$179,850.46		72.78	\$134,436.09
Land Records					
Professional Services					
Court Facilities	\$298.67	\$10,787.87		32.03	\$15,334.64
Board of Elections	\$13,705.33	\$291,256.56	\$ 43,322.59	85.62	\$263,670.00
Register of Deeds	\$35,547.07	\$308,884.47		88.07	\$216,252.66
Register of Deeds- Automation		\$19,999.00		100	\$0.00
Custodial	4585.75	\$12,045.14		32.27	\$0.00
Maintenance	\$57,553.98	\$346,055.82	\$ 21,091.08	59.08	\$373,916.25
Sheriff's Department	\$279,523.61	\$3,050,970.73	\$ 3,283.56	86.27	\$2,922,927.24
Emergency Management	\$6,906.05	\$68,287.11	\$ 4,352.73	69.81	\$73,887.07
911 Dispatchers	\$45,338.77	\$520,250.59	\$ 26,146.00	77.96	\$477,279.10
Fire Contract/Forest Service	\$0.00	\$55,966.98		49.99	\$21,290.16
Inspections	\$22,223.97	\$199,090.61	\$165.72	63.32	\$209,945.15
Economic Development	\$8,740.51	\$68,852.28	\$2,400.00	62.18	\$426,850.99
Medical Examiner	800	\$7,300.00		58.4	\$5,300.00
Ambulance Service Contract	\$142,916.67	\$1,429,166.70	\$285,833.30	82.97	\$938,890.00
Animal Control	\$21,164.91	\$222,806.80	\$2,270.90	67.93	\$259,994.48
Transportation - AdmIn	\$8,970.13	\$78,687.60		61.65	\$90,395.35

DEPARTMENT	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 04/20
Transportation - Operating	\$33,198.85	\$247,986.59	\$11,703.70	65.98	\$300,845.27
Transportation - Capital Outlay					287716.44
Transportation - EDTAP	23.40	\$1,142.10		43.93	\$4,034.70
Planning & Development	7.58	\$133,264.18	\$1,925.00	90.83	\$97,746.20
Information Technology	20,227.16	\$195,092.85		70.74	\$153,867.58
Cooperative Extension	28,523.29	\$196,154.13	\$2,206.47	75.43	\$177,648.19
Soil & Water	\$11,043.30	\$103,900.99		76.86	\$107,697.93
Health Department	\$302,671.87	\$2,543,856.06	\$622.14	77.54	\$2,233,115.76
Drug Free Community	5735.16	\$103,758.82		83.01	
Management Admin.	\$23,766.58	\$306,477.97		55.99	\$121,764.19
Social Services	\$195,153.22	\$2,093,805.23	\$905.39	65.28	\$2,225,509.93
AFDC		\$3,580.26		44.75	\$6,498.84
Special Assistance	\$8,613.50	\$88,149.99		61.22	\$103,561.00
State Foster Care		\$103,115.25		14.73	\$335,860.63
Foster Care Program		\$247,412.00		60.34	\$151,547.97
Medical Assistance Program					
Adoption Assistance	\$6,784.80	\$99,580.74	\$1,626.65	36.37	\$95,353.58
Crisis Intervention	\$1,010.77	\$179,700.24		63.22	\$124,145.79
Child Support	\$11,244.40	\$81,914.75	\$11,105.44	64.05	\$80,064.07
In Home Aides	\$8,141.64	\$88,705.40		44.77	\$150,954.65
Nutrition	\$49,013.08	\$436,571.59	\$9,395.30	81.86	\$297,458.86
Education	\$305,312.00	\$4,047,816.33	\$ 888,936.00	90.1	\$3,615,835.00
A-B Technical College	\$9,542.00	\$95,420.00	\$ 28,622.00	83.34	\$93,750.00
Bank Charges	\$456.40	\$9,158.47		52.33	\$10,824.99
Library	\$38,458.56	\$399,682.37	\$1,881.63	79.21	\$372,624.92
Parks & Recreation	\$7,875.83	\$72,662.35		58.16	\$86,743.33
Debt Services					
Debt Services Interest					
Fund Transfer In/ Landfill & Library					
Fund Transfer Out/Revaluation					
TOTALS	\$1,290,088.59	\$20,855,090.08	\$ 1,408,015.59	80.11	\$19,150,161.16

LANDFILL FUND

REVENUES	MTD	YTD	% OF BUDGET	Year to Date 04/20
Transfer From Fund Balance		155772		
Landfill Miscellaneous Fees		\$170.20	56.73	\$382.93
Returned Check Fees				
Surplus Property Proceeds				
State Tire Disposal Fee		\$14,340.33	51.22	\$15,965.62
Local Tire Disposal Fee	\$193.00	\$1,039.00	207.8	\$689.50
White Goods Tax				
Sale of White Goods	\$4,144.80	\$14,684.20	122.37	\$3,922.19
Household Hazardous Waste				\$1,088.42
Temporary Disposal Cards	\$6,390.00	\$82,076.61	119.61	\$22,260.00
Duplicate Disposal Cards	\$360.00	\$39,330.94	103.34	\$730.00
Landfill Disposal Cost Fees	\$11,879.84	\$104,476.73	75.03	\$90,077.41
Landfill Sale of Recyclables	\$6,159.64	\$41,197.47	140.08	\$22,128.99
Nuisance Tires				
Disposal Cards	\$32,382.66	\$2,199,964.02	106.79	\$1,543,432.60
Construction Demolition	\$3,687.02	\$37,037.55	50.046	\$65,723.58
Solid Waste Disposal Distribution		\$8,926.75	59.51	\$8,986.07
Grant/State				
Electronics Management		\$568.78	22.75	13309.58
Electronics (County)		\$5,156.41	44	\$610.00
Interest				
Totals	\$65,196.96	\$2,545,132.58	102.98	\$1,789,390.05

EXPENSES:	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 04/20
Landfill	\$141,255.31	\$1,408,205.15	\$337,065.59	63.75	\$1,353,097.02
Recycling	\$12,084.06	\$1,671,483.10	\$157,216.43	42.65	\$166,392.55
Scrap Tires	\$1,793.36	\$19,735.69	\$2,955.71	78.94	\$20,962.10
White Goods					
Closure/Post Closure					
Totals	\$155,132.73	\$1,595,124.94	\$497,237.73	60.6	\$1,540,451.67

TR-304 Bill Release Report

NCPTS V4

Report Parameters:

Release Date Start: 4/1/2021 Release Date End: 4/30/2021
 Tax District: ALL

Default Sort-By: Bill #, Taxpayer Name, Release Date, Billing Date, Operator ID, Release Amount
 Grouping: No Grouping

Attachment 10.1

#	Taxpayer Name	Bill Date	Release Reason	Operator ID (Name)	Release Date	Orig Bill Amount(\$)	Release Amount(\$)	Bill Amount after
00002419-2020-0000-00-REG	DAVIS, VERLAN L.	9/21/2020	Landfill error	DIANA	4/19/2021	1,346.79	180.00	1,166.7
00005060-2020-0000-00-REG	ROBERTS, EARL	9/21/2020	Landfill error	DIANA	4/19/2021	1,496.05	180.00	1,316.0
00005858-2020-0000-00-REG	SHELTON, SOLOMON	9/21/2020	Landfill error	DIANA	4/8/2021	979.42	360.00	619.4
00006325-2020-0000-00-REG	SPROUSE, ANNETTE	9/21/2020	Landfill error	DIANA	4/13/2021	1,083.95	180.00	903.9
00008669-2020-0000-00-REG	HENSLEY, JIMMY DEAN	9/21/2020	Removal of SW	APRIL	4/23/2021	255.04	180.00	75.0
0010236-2020-0000-00-REG	NAULTY, CHAD	9/21/2020	Landfill error	DIANA	4/8/2021	293.22	180.00	113.2
0014479-2020-0000-00-REG	NORTON, VERNON	9/21/2020	Landfill error	DIANA	4/13/2021	1,206.81	180.00	1,026.8
00568168-2020-0000-00-REG	GENTRY, MICHAEL	9/21/2020	Landfill error	APRIL	4/5/2021	424.43	180.00	244.4
00568540-2020-0000-00-REG	LITTLE CREEK FIRST BAPTIST	9/21/2020	Landfill error	DIANA	4/8/2021	180.00	180.00	0.0
00569207-2020-0000-00-REG	HARE, TOM AND JUDITH MAY HANSEN	9/21/2020	Assessed In Err	COLTON KENT	4/27/2021	44.55	44.55	0.0
00570704-2020-0000-00-REG	CARVER, GERSHEON DAVID	9/21/2020	Adjustment	COLTON KENT	4/15/2021	29.50	12.71	16.7
00571103-2020-0000-00-REG	JOHNSON, KATHY W.	9/21/2020	Ownership	COLTON KENT	4/6/2021	53.00	53.00	0.0
btal							1,910.26	
tal							1,910.26	



April 30, 2021

The Board of County Commissioners and
Norris Gentry, Interim County Manager
Madison County, North Carolina
107 Elizabeth Lane
Marshall, North Carolina 28753

Attn: Kary Ledford, Interim Financial Officer and Norris Gentry, Interim County Manager

We are pleased to confirm our understanding of the services we are to provide Madison County, North Carolina (the County) for the year ended June 30, 2021. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Madison County, North Carolina as of and for the year then ended. These statements will include the budgetary comparison information for the General Fund. We will obtain and place reliance on the report of other auditors for the Madison County Housing Authority, a discretely presented component unit of the County. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the County's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis (MD&A).
2. Local Governmental Employees' Retirement System Schedule of County's Proportionate Share of the Net Pension Liability.
3. Local Governmental Employees' Retirement System Schedule of County Contributions – Pension Plan.
4. Register of Deeds' Supplemental Pension Fund Schedule of County's Proportionate Share of the Net Pension Liability.

5. Register of Deeds' Supplemental Pension Fund Schedule of County Contributions – Pension Plan.
6. Law Enforcement Officers' Special Separation Allowance Schedule of Changes in the Total Pension Liability and Related Ratios.

We have also been engaged to report on supplementary information other than RSI that accompanies the County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of expenditures of federal and state awards.
2. Combining and individual fund statements.
3. Supplemental ad valorem tax schedules.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on -

- Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) as well as the State Single Audit Implementation Act.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements

of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of the Uniform Guidance; and the State Single Audit Implementation Act, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance and the State Single Audit Implementation Act, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Members of the Board of Commissioners for Madison County, North Carolina. We will make reference to other auditor's report on the Madison County Housing Authority in our report on your financial statements. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports, or may withdraw from this engagement.

Management Responsibilities

Management is responsible for the financial statements, schedule of expenditures of federal and state awards, and all accompanying information as well as all representations contained therein.

Management is responsible for (1) designing, implementing, and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and state awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine

it necessary to obtain audit evidence. You are also responsible for coordinating our access to information relevant to the preparation and fair presentation of the financial statements of component units which may include discussions with component unit management and their auditors.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and to prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review subsequent to the start of fieldwork.

You are responsible for identifying all federal and state awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal and state awards (including notes and noncash assistance received) in conformity with the Uniform Guidance and the State Single Audit Implementation Act. You agree to include our report on the schedule of expenditures of federal and state awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and state awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal and state awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal and state awards no later than the date the schedule of expenditures of federal and state awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and state awards in accordance with the Uniform Guidance and the State Single Audit Implementation Act; (2) you believe the schedule of expenditures of federal and state awards, including its form and content, is stated fairly in accordance with the Uniform Guidance and State Single Audit Implementation Act; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations

underlying the measurement or presentation of the schedule of expenditures of federal and state awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to an exempt offering document with which Mauldin & Jenkins is not involved, you agree to clearly indicate in the exempt offering document that Mauldin & Jenkins is not involved with the contents of such offering document.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal and state awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal and state awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal and state awards, and related notes prior to their issuance and have accepted responsibility for them. You agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal and state awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

We plan to obtain and place reliance on the report of other auditors for the Madison County Housing Authority, a discretely presented component unit of the County, assuming that our communications with the other auditors and review of their audit report and the financial statements of the Madison County Housing Authority provide sufficient and appropriate audit evidence on which to base our overall opinion on the aggregate discretely presented component units.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance and the State Single Audit Implementation Act, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance and the State Single Audit Implementation Act.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Madison County, North Carolina's compliance with provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance and the State Single Audit Implementation Act requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal and state awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* and the *Audit Manual for Governmental Auditors in North Carolina*, issued by the Local Government Commission, for the types of compliance requirements that could have a direct and material effect on each of Madison County's major programs. The purpose of these procedures will be to express an opinion on Madison County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and the State Single Audit Implementation Act.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal and state awards, and related notes of the County in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform these services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal and state awards, and related notes services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Audit Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal and state awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to Madison County, North Carolina; however, management is responsible for distribution of the reports and financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Mauldin & Jenkins and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Mauldin & Jenkins personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a regulatory body. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party (ies) contesting the audit finding for guidance prior to destroying the audit documentation.

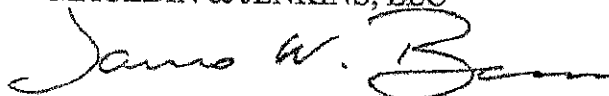
We expect to begin our audit on approximately July 19, 2021 and to issue our reports no later than December 1, 2021. James Bence is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be \$51,000 for the year ended June 30, 2021. Our fee includes the performance and reporting of up to four major programs for the federal and state single audit. Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses and are payable upon presentation. The above fees are based on anticipated cooperation from your personnel (including complete and timely receipt by us of the information on the respective client participation listings to be prepared annually) and the assumption that unexpected circumstances (including scope changes) will not be encountered during the audit. If significant additional time is necessary, we will discuss it with management and arrive at a new fee estimate before we incur the additional costs.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, arbitration, or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

We appreciate the opportunity to be of service to Madison County, North Carolina and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

MAULDIN & JENKINS, LLC



James Bence

RESPONSE:

This letter correctly sets forth the understanding of Madison County, North Carolina.

By: Mark Smelser

Title: Chair, Board of Commissioners

**CONTRACT ADDENDUM
FOR CONTRACTS WITH ANY DEPARTMENT OF
MADISON COUNTY GOVERNMENT**

CONTRACTOR: Manulder and Jenkins
COUNTY DEPARTMENT: Finance
SUBJECT OF CONTRACT: Audit Engagement - FY21
DATE/TERM OF CONTRACT: May 11, 2021

Notwithstanding any provision contained in the above-referenced Contract or Agreement which may be to the contrary, the following provisions are incorporated and shall apply, supplant and control:

Non-appropriation clause. Contractor acknowledges that Madison County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Madison County's obligation under this contract, then this contract shall automatically expire without penalty to Madison County thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Madison County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in the Madison County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Madison County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Madison County upon written notice to Contractor of such limitation or change in Madison County's legal authority.

Dispute Resolution/Jurisdiction/Venue. Any dispute arising under this Agreement may be settled by mediation in the State of North Carolina in accord with such procedures as may be available to units of local government under state law. No other dispute resolution procedures shall apply. Jurisdiction for any legal proceedings concerning this contract or agreement shall be state courts in the State of North Carolina. Venue for such proceedings shall be Madison County.

No pledge of taxing authority. No deficiency judgment may be rendered against Madison County or any agency of Madison County in any action for breach of a contractual obligation under this contract. The taxing power of the Madison County is not pledged directly or indirectly to secure any monies due under this contract.

No waiver of governmental immunity; Violation of law. Except for waiver of governmental immunity resulting from the execution of a valid contract, Madison County makes no other

waiver of governmental immunity. If any provision of the Contract or Agreement is in violation of any legal, statutory or state constitutional prohibition, then such provision(s) shall be unenforceable against Madison County.

Conflict of interest. If this is a contract for design, engineering, contract administration or similar services, the Contractor will not enter into contracts or agreements with third parties that may present a potential for conflict of interest between Madison County and third parties regarding the subject matter of this Contract or Agreement.

Compliance with E-Verify requirements. The Contractor and any of its subcontractors must comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, if applicable, which requires certain employers to verify the work authorization of each newly hired employee through the Federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies.

For the CONTRACTOR: _____

Title: _____

For MADISON COUNTY

Mark Smiley

Title: Chair, Board of Commissioners

This instrument has been preaudited in the manner required by the local government budget and fiscal control act.

By: Kary Leaford
Madison County Finance Officer

**RESOLUTION OF THE MADISON COUNTY BOARD OF
COMMISSIONERS TO EXEMPT THE FY 2021-2022
MADISON COUNTY GOLDEN LEAF CONSTRUCTION PROJECT
FROM NORTH CAROLINA GENERAL STATUTE 143-64.31**

WHEREAS Madison County presents a new construction project for consideration of application for Golden Leaf Funds of up to \$1,500,000.00 to be awarded in FY 2021-2022. In order to complete the application, an architectural rendering of sites for the project including, but not limited to the Spring Creek Community Center located at 13075 NC-209, Hot Springs, NC 28743; NC Cooperative Extension Office-Madison Center located at 258 Carolina Lane, Marshall, NC 28753; and A-B Tech Madison Campus located at 4646 US 25-70, Marshall, NC 28753 are requested for consideration.

WHEREAS Madison County projects an estimate for architectural engineering fees to be less than \$50,000 for the project.

WHEREAS Madison County desires pursuant to NCGS 143-64.32 to exempt said project from the requirements set forth in NCGS 143-64.31.

NOW THEREFORE, be it **RESOLVED** by the Madison County Board of Commissioners that the above referenced Golden Leaf project for the Madison County hereby be exempt from the provisions of NCGS 143-64.31.

Resolved this the 11th day of May, 2021. Signed this the 11th day of May, 2021.



Chairman
Madison County Board of Commissioners

Attest:



Clerk
Madison County Board of Commissioners

CERTIFICATION

The undersigned Clerk to the Madison County Board of Commissioners does by execution hereof certify the foregoing to be a true and accurate copy of action taken by said Board as stated therein. WITNESS my hand and seal.



Clerk

**RESOLUTION OF THE MADISON COUNTY BOARD OF
COMMISSIONERS TO EXEMPT THE MADISON COUNTY SOLID WASTE,
MARSHALL CONVENIENCE CENTER CONSTRUCTION FROM
NORTH CAROLINA GENERAL STATUTE 143-64.31**


WHEREAS Madison County presents under consideration the construction of a new Solid Waste convenience center in Marshall, NC 28753.

WHEREAS Madison County projects an estimate for architectural engineering fees to be less than \$50,000 for the project.

WHEREAS Madison County desires pursuant to NCGS 143-64.32 to exempt said project from the requirements set forth in NCGS 143-64.31.

NOW THEREFORE, be it **RESOLVED** by the Madison County Board of Commissioners that the above referenced convenience center construction project for the Madison County Solid Waste Department hereby be exempt from the provisions of NCGS 143-64.31.

Resolved this the 11th day of May, 2021. Signed this the 11th day of May, 2021.



Chairman
Madison County Board of Commissioners

Attest:



Clerk
Madison County Board of Commissioners

CERTIFICATION

The undersigned Clerk to the Madison County Board of Commissioners does by execution hereof certify the foregoing to be a true and accurate copy of action taken by said Board as stated therein. WITNESS my hand and seal.



Clerk
Madison County Board of Commissioners

(SEAL)

**RESOLUTION OF THE MADISON COUNTY BOARD OF COMMISSIONERS
TO EXEMPT THE MADISON COUNTY SOLID WASTE,
MARS HILL CONVENIENCE CENTER CONSTRUCTION
FROM NORTH CAROLINA GENERAL STATUTE 143-64.31**


WHEREAS Madison County presents under consideration the construction of a new Solid Waste convenience center in Mars Hill, NC 28754.

WHEREAS Madison County projects an estimate for architectural engineering fees to be less than \$50,000 for the project.

WHEREAS Madison County desires pursuant to NCGS 143-64.32 to exempt said project from the requirements set forth in NCGS 143-64.31.

NOW THEREFORE, be it **RESOLVED** by the Madison County Board of Commissioners that the above referenced convenience center construction project for the Madison County Solid Waste Department hereby be exempt from the provisions of NCGS 143-64.31.

Resolved this the 11th day of May, 2021. Signed this the 11th day of May, 2021.



Chairman
Madison County Board of Commissioners

Attest:



Clerk
Madison County Board of Commissioners

CERTIFICATION

The undersigned Clerk to the Madison County Board of Commissioners does by execution hereof certify the foregoing to be a true and accurate copy of action taken by said Board as stated therein. WITNESS my hand and seal.



Clerk
Madison County Board of Commissioners

(SEAL)

**RESOLUTION OF THE MADISON COUNTY BOARD OF COMMISSIONERS
TO EXEMPT THE MADISON COUNTY PLAYGROUND CONSTRUCTION
LOCATED ON MEDICAL PARK DRIVE IN MARSHALL, NC
FROM NORTH CAROLINA GENERAL STATUTE 143-64.31**

WHEREAS Madison County presents under consideration the construction of a playground located on Medical Park Drive, Marshall, NC 28753.

WHEREAS Madison County projects an estimate for architectural engineering fees to be less than \$50,000 for the project.

WHEREAS Madison County desires pursuant to NCGS 143-64.32 to exempt said project from the requirements set forth in NCGS 143-64.31.

NOW THEREFORE, be it **RESOLVED** by the Madison County Board of Commissioners that the above referenced playground construction on Medical Park Drive hereby be exempt from the provisions of NCGS 143-64.31.

Resolved this the 11th day of May, 2021. Signed this the 11th day of May, 2021.



Chairman
Madison County Board of Commissioners

Attest:


Clerk
Madison County Board of Commissioners

CERTIFICATION

The undersigned Clerk to the Madison County Board of Commissioners does by execution hereof certify the foregoing to be a true and accurate copy of action taken by said Board as stated therein. WITNESS my hand and seal.



Clerk
Madison County Board of Commissioners

(SEAL)