

**AGENDA – MEETING
GREENE COUNTY BOARD OF COUNTY COMMISSIONERS
10:00 AM — GREENE COUNTY OPERATIONS CENTER
MONDAY, JUNE 6, 2022**

A. CALL TO ORDER

Invocation/Pledge to the Flag

B. APPROVAL OF AGENDA

C. CONSENT AGENDA

1. May 16, 2022 Regular Meeting Minutes
2. Budget Workshop Minutes
3. Release/Refunds

D. PUBLIC HEARING

1. FY 22/23 Proposed Budget Ordinance

E. PUBLIC COMMENTS

F. PRESENTATIONS

1. Stephanie Wiggins; Hearing of Tax Appeal for Greene Propco, LLC

G. COUNTY MANAGERS REPORT

1. Budget Amendment; EMS
2. Proposed FY 22/23 Budget Ordinance
3. Provider Agreement; AETNA
4. Closeout; Complex Capital Project Fund

H. COUNTY ATTORNEY COMMENTS

I. COMMISSIONER'S REPORT AND RECOMMENDATION

J. ADJOURN

Commissioners
Bennie Heath - Chairman
James T. Shackleford-Vice Chair
Jerry Jones
Susan Blizzard
Derek Burruss



County Manager
Kyle J. DeHaven
Interim Finance Officer
Landon Price
County Attorney
Gay Stanley

From: Kyle J. DeHaven, County Manager

Re: Consent Agenda

Date: June 6, 2022

The Consent Agenda for the June 6, 2022 Regular meeting consists of the following items:

- 1.) May 16, 2022, Regular Meeting Minutes
- 2.) Budget Workshop Minutes
- 3.) Releases/Refunds

Action Recommended:

Motion to accept the Consent Agenda

Board Action is Needed

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NORTH CAROLINA
COUNTY OF GREENE

The Greene County Board of Commissioners met in regular session on Monday, May 16, 2022 at 7:00 p.m. in the Greene County Operations Center. Present for the meeting: Chairman Bennie Heath, Vice Chairman James T. Shackleford Jr, Commissioners Jerry Jones, Susan Blizzard and Derek Burrell, County Manager Kyle DeHaven, County Attorney Gay Stanley and Deputy Clerk Kathy Mooring.

A. Call to Order

Chairman Bennie Heath called the meeting to order, and asked Commissioner Shackleford gave the invocation and led the Pledge to the Flag.

B. Approval of Agenda

Chairman Heath asked if there were any changes needed to the agenda. Seeing as there were none, he asked for a motion to approve the agenda.

On motion by Commissioner Jones and seconded by Commissioner Shackleford the Board voted unanimously to approve the agenda.

C. Consent Agenda

Chairman Heath asked if there were any changes to the Consent Agenda. Seeing as there were none, he asked for a motion to approve the Consent Agenda.

On motion by Commissioner Blizzard and second by Commissioner Jones the Board voted unanimously to approve the Consent Agenda.

- May 2, 2022 Regular Meeting Minutes
- Releases/Refunds
- Monthly Collection Tax Report
- Consideration of Late Application for Present Use Value
- Budget Amendment; Health

Refunds: NCVTS Tax & Tag

Marissa Paige Lassiter	\$98.66	James Hubert Stocks	\$39.37	Nellie Annette Cooper	\$195.19
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Eva Yazmin Arzate	\$44.23	Caroline Frances Price	\$41.23	James Wesley Jaye	\$267.32
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Refunds: Ad Valorem Tax

James Scott Felczak	\$18.15				
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D. Public Comments

1. Clifton Wiggins, 162 Flying Eagle Rd., Snow Hill. Mr. Wiggins came with two others from his neighborhood to talk about the condition of the roads in their neighborhood. He stated the roads are so bad from wash out that when there was a medical emergency a couple weeks ago and the ambulance had a very hard time getting to the address. School buses do not come into the development. The kids have to walk to the next road over to catch the bus. The Commissioners asked if this was a private road and it is. They asked who owned the road and Mr. Wiggins was not sure who owned the road but did state that some people own their homes and land and others rent the lots. The Commissioners asked the County Manager to bring this to the attention of the Greene County Transportation Committee at their next meeting on May 18, 2022.

E. Presentation

1. Jonelle Davis: Proclamation declaring Saturday, May 28, 2022 as Dr. Velma Speight Day.

Ms. Davis presented the proclamation honoring Dr. Speight as she has been honored with the renaming of a dorm at A&T State University that now bears her name. She stated that Dr. Speight, even though she lives in Maryland, has always called Greene County home and she will be here for the Greene County Training School Alumni Association Annual Alumni Picnic on May 28th, 2022.

On motion by Commissioner Jones and seconded by Commissioner Shackleford the Board voted unanimously to approve the proclamation.

2. Rich Moore, McDavid Associates presented the recommendation of award for the Pope Farm Road Waterline Replacement. Mr. Moore presented the Waterline Relocation for Pope Farm Road (see attached). He stated that plans and specifications were prepared and bids for construction were received. Insufficient bids (1) were received on April 7, 2022. The project was re-advertised for a second bid opening on April 26, 2022. Only one (1) bid was submitted (allowable under 2nd advertisement process). The low bid was submitted by Rick Bostic Construction & Demolition, Inc. In support of an award, Mr. Moore submitted the following:

Letter of Recommendation of Award, Bid Tabulation Sheet, Resolution Adopting Capital Project Budget Ordinance and Awarding Construction Contract. He asked for the Boards approval of the Resolution Adopting Capital Project Budget and Awarding Construction contract to Rick Bostic Construction & Demolition, Inc.

Commissioner Jones asked how far in the ground will the waterline be set, Mr. Moore said at least 3 feet which is the standard depth. Commissioner Jones made a motion to approve and Commissioner Shackleford seconded the motion. Chairman Heath asked if there was any further discussion. Commissioner Jones recommends putting up a guard rail to keep the traffic on the road and not driving over the waterline as it has been happening. Mr. Moore said that is part of the plan. Commissioner Blizzard asked about the bid amount in the Resolution. The resolution amount is \$45,756 and on the bid tabulation and budget ordinance it is \$48,756. Mr. Moore stated the correct amount is \$48,756 and he will send a corrected resolution to the Board for signature. Commissioner Blizzard questioned the total project amount of \$65,500 which includes contingency fees, planning and design fees, construction administration/observation fees, and advertisement fees. Mr. Moore and the County Manager agreed these are different from the original projected cost and will be adjusted as needed. Commissioner Shackleford asked how long this project will take. Mr. Moore stated they have planned for a 60 day turnaround but that can and will probably depend on how long it takes to get supplies. Commissioner Burress stated the first time this was discussed there were some concerns about the diameter of the waterline on Pope Farm Road not allowing for a fire hydrant to be operational. He asked if this replacement will allow for the hydrant to become operational. He also asked how much the hydrant would cost and if the contingency funds could be used to replace the hydrant if needed. Mr. Moore said the plan is to leave the hydrant where it is and it will be operational, but they have budgeted to have it moved if necessary and if not moved the money will come back to the county.

Chairman Heath called for the vote and the Board voted unanimously to approve Resolution Adopting the Capital Project Budget Ordinance and Awarding the Construction Contract.

F. County Manager Report

1. Mr. DeHaven presented a request for appointments to the Greene County Board of Health. Mr. DeHaven stated these appointments will begin on July 1, 2022. The Board of Health had to applications for the Registered Nurse and Pharmacist positions. The Board of Health recommended Lauren Pate, Registered Nurse for the Registered Nurse position, this will be her second 3-year term and Stephanie Harris for the Pharmacist position, this will be her first term.

On motion by Commissioner Jones and second by Commissioner Blizzard, the Board voted unanimously to approve the re-appointment and appointment to the Board of Health.

2. Mr. DeHaven next presented a Proclamation for EMS Week. The Proclamation declares the week of May 15 – 21, 2022 as Emergency Medical Services Week.

On motion by Commissioner Jones and seconded by Commissioner Shackleford the Board voted unanimously to approve the Proclamation.

3. Mr. DeHaven next presented two quotes from Motorola Solutions for radio replacements to be used by the County Public Safety and Emergency Service personnel and for the desktop console versions. Mr. DeHaven noted these radios are necessary as the current radio system will become unsupported in 2025. The radio quotes total \$525,172.42 and can be purchased using repurposed ARP funds. Commissioner Jones asked when was the last time these radios were replaced to be in compliance. Mr. DeHaven noted it was 2011. Commissioner Blizzard asked will we have to replace them again before 2025. Brock Kearney came forward and stated they will not, as they have been assured that this replacement will put them in compliance before the 2025 deadline to do so.

On motion by Commissioner Jones and seconded by Commissioner Shackleford the Board voted unanimously to approve this proposal to replace all radio devices for EMS and Sheriff Departments.

4. Mr. DeHaven next presented the Proposed FY 22/23 Budget and Budget Message to the Commissioners and asked the Board to set Budget Workshop meetings and he asked the Chairman to set a Public Hearing for the FY 22/23 Budget for June 6th, 2022 at 10 a.m. during the next Board of Commissioners meeting. Chairman Heath set the FY 22/23 Budget Public Hearing for June 6th, 2022 at 10 a.m. The Board chose to set the workshop dates as Wednesday, May 25th at 10 a.m. and Tuesday, May 31st at 6 p.m. at the Greene County Operations Center Commissioner meeting room.

G. County Attorney Report

No comments.

H. Commissioner's Report and Recommendations

Commissioner Burress stated that after today's storm, he feels we should take a moment to thank our creator for keeping us safe. There were some strong bursts of wind in the Shine area, he saw some tree's down, a boat and pig cooker on their side and a few shingles missing from roofs. He also noted that a building at the Greene/Wayne County line had some damage and a roof was blown off a house over on Hamtown Road. He went on to congratulate Greene Central soccer stars Nathan Drake and Eduardo Gonzalez for signing letters of intent to continue their athletic careers at Barton College. He also congratulated the Greene Central Track and Field team for their success at the Eastern Regionals this past weekend. He asked that we all keep the

Hookerton Fire Department in our prayers as their Board of Directors President and retired Firefighter, Raymond Clemmons passed away last week. He noted that Mr. Clemmons dedicated over 66 years of service to Hookerton and Greene County. He also noted that the State Fire Marshal announced this morning that over \$214,187.34 in grant funding will be coming to Greene County to be distributed to 9 of 11 fire departments. He also wanted to take a moment to send a "Job Well Done" to Snow Hill Police Chief Gordon Hobbs on his retirement at the end of May, and a welcome to the new chief – Josh Smith who will be sworn on June 13th at 6:30 p.m. at the next town hall meeting. He took a moment to remind everyone that tomorrow is election day and if you did not vote early to please exercise your right to do so. He also noted that during the almost county wide power outage yesterday that all the gas stations are served by the same power company and you could not get gas anywhere for several hours. He stated that concerns about the price of gas as we are at an all-time high and maybe the board should try to come up with some solutions to help the county save on the cost for fuel. He suggested that department heads or administrators consider ways to save fuel. He took a moment to recognize our law enforcement officers for National Peace Officers Memorial Day.

Chairman Heath noted that Lenior County suffered 2 losses this past weekend a prior County Commissioner and prior Kinston mayor passed away.

Commissioner Shackleford advised everyone to still be careful, that COVID is still out there and he just got over having it. Chairman Heath asked Commissioner Blizzard to speak about the upcoming "Proud to be an American Day". She noted it will be June 4th in Walstonburg and starts at 10 a.m. and goes all day.

I. ADJOURN

On motion by Commissioner Jones and second by Commissioner Shackleford to adjourn the meeting, the Board voted unanimously to adjourn.

Bennie Heath, Chairman

Attest:

Kyle J. DeHaven, Clerk to the Board

NORTH CAROLINA
COUNTY OF GREENE

The Greene County Board of Commissioners met for a Budget Workshops on Wednesday, May 25, 2022 at 10:00 a.m. and May 31, 2022 at 6:00 p.m. at the Greene County Operations Center, Commissioner's Room. Present for the meeting: Chairman Bennie Heath, Vice Chairman James T. Shackleford, Jr., Commissioners Jerry Jones, Susan Blizzard and Derek Burress, County Manager Kyle DeHaven, Deputy Clerk Kathy Mooring, and County Attorney Gay Stanley.

Chairman Heath gave the invocation and turned the meeting over to the County Manager. Mr. DeHaven started by thanking everyone for meeting with them and he stated he feels this is a good solid budget and he went over a few things in the FY 22/23 Budget Message. Mr. DeHaven went over the salary study that was just completed and option available to get the staff pay to 97% of the salary market. Chairman Heath stated he supports Option 5b, option 2.

The meeting was recessed on May 25, 2022 at 12:30 and resumed at 6:00 p.m. on May 31, 2022.

Mr. DeHaven picked up where we stopped at, they worked thru the entire budget, there were no noted changes to the budget.

Chairman Heath thanked Mr. DeHaven for the solid budget that was presented and the hard work that went into this budget by Mr. DeHaven and Department Heads.

The workshop ended at 7:00 p.m.

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[illegible]

[illegible]

Commissioners
Bennie Heath - Chairman
James T. Shackleford-Vice Chair
Jerry Jones
Susan Blizzard
Derek Burrell



County Manager
Kyle J. DeHaven
Interim Finance Officer
Landon Price
County Attorney
Gay Stanley

From: Kyle J. DeHaven, County Manager

Re: Public Hearing

Date: June 6, 2022

A Public Hearing to receive public comment for the proposed FY 22-23 budget is scheduled.

Action Recommended:

Chairman: Open the Public Hearing to receive Public Comment for the proposed FY 22-23 Budget

After all Public Comment is received, Chairman, Close the Public Hearing

No Board action at this time

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Commissioners
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James T. Shackleford-Vice Chair
Jerry Jones
Susan Blizzard
Derek Burress



F/

County Manager
Kyle J. DeHaven
Interim Finance Officer
Landon Price
County Attorney
Gay Stanley

From: Kyle J. DeHaven, County Manager

Re: Stephanie Wiggins; Hearing of Appeal for Greene Propco, LLC

Date: June 6, 2022

Ms. Stephanie Wiggins, Tax Administrator, will present an appeal of for tax parcel 0304760.
She will be available for questions at this time.

Action Recommended:

Motion as recommended by the Tax Administrator

Board Action is Needed

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Stephanie C. Wiggins
Tax Administrator



229 Kingold Blvd
P.O. Box 482
Snow Hill, NC 28580
Phone 252-747-3615

To: Mr. Kyle DeHaven, Greene County Manager
Greene County Board of Commissioners

From: Stephanie Wiggins, Greene County Tax Administrator

Date: June 6, 2022

Re: 2022 appeal to Board of Equalization and Review
Greene Propco, LLC – tax parcel 0304760

At the April 18, 2022 meeting of the Board of Equalization and Review, an appeal was presented on behalf of Ryan, LLC, on behalf of their client, Greene Propco, LLC, for tax parcel 0304760. With that appeal, Ryan, LLC provided a CoreLogic Commercial Estimator Summary Report.

I have visited tax parcel 0304760 and checked the property characteristics to ensure they are correct. I have also reviewed the property record card to ensure the data entry elements were entered correctly. A review was also made to confirm that our 2021 Schedule of Values had been applied correctly. In preparing our Schedule of Values, we rely on Marshall & Swift to substantiate our values.

In an effort to make sure all three approaches to value were considered, a certified letter was mailed to Ryan, LLC on April 22, 2022 requesting additional information relating to the income and expenses for this property. They did not comply with the income and expense information, however, one additional document was provided, which is attached. In lieu of being present at this meeting, the representative from Ryan asked that I present this information to you on their behalf.

I have been in contact with several other counties in which Ryan appealed similar properties. In each of these counties, the BOER did not lower the assessed value or the appeal was withdrawn after not complying with the request for income and expense information. Ryan listed Covid as a primary issue of concern. Covid began approximately March, 2020. Our reappraisal date is January 1, 2021. Covid could not have reflected any significant change in that short period of time. The burden of proof is on Ryan to establish that the property under appeal is actually over assessed. No proof has been provided. The documentation that was provided by the appellant shows them having a 100% occupancy percentage.

After considering all of these things, I see no justified reason to change the value. It is my recommendation that the value of \$1,038,390 remain unchanged. Whatever your decision, the taxpayer does have the right to appeal to the Property Tax Commission.



2022 Property Tax Assessment Appeal

Greene County

Property Summary

Property Name:	Snow Hill	
Property Owner:	ALG Senior LLC	
Assessee Name:	Greene Propco LLC	
Parcel Number:	0304760	
Site Address:	1328 SE 2nd Street	
City, State:	Snow Hill, NC	
Site Class:	Assisted Living	
Land AC:	4.16	
Year Built:	1995	
Square Feet:	11,032	
2021 County Value:	\$1,038,390	
Value Per SF:	\$94.13	
2022 County Value:	\$1,038,390	0.0%
Value Per SF:	\$94.13	

Primary Issues of Concern

- A Marshall & Swift cost approach ran as of 1/1/2021 indicates a reduced assessment (attached).
- The assisted living industry has been decimated by Covid so we have increased our Physical & Functional depreciation to account for obsolescence associated with the property type.

Summary of Valuation

Cost Approach: \$777,107 \$70

Requested 2022 Value: \$777,107 \$70

Commissioners
 Bennie Heath - Chairman
 James T. Shackleford-Vice Chair
 Jerry Jones
 Susan Blizzard
 Derek Burress



County Manager
 Kyle J. DeHaven
 Interim Finance Officer
 Landon Price
 County Attorney
 Gay Stanley

From: Kyle J. DeHaven, County Manager

Re: BA; EMS

Date: June 6, 2022

A Budget Amendment is needed for the EMS department for the purchase of stretchers to be placed in the new EMS unit. Once purchased Stryker, Atlantic Emergency Solutions will install the unit.

Action Recommended:

Motion to approve the BA

Board Action is Needed

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Brock Kearney

Commissioners
Bennie Heath - Chairman
James T. Shackleford-Vice Chair
Jerry Jones
Susan Blizzard
Derek Burress



County Manager
Kyle J. DeHaven
Interim Finance Officer
Landon Price
County Attorney
Gay Stanley

From: Kyle J. DeHaven, County Manager

Re: Proposed FY 22-23 Budget Ordinance

Date: June 6, 2022

The Proposed Budget Ordinance is attached. This document stands as a guide for spending for the County in the next fiscal year. This document will be amended many times as needed to continue to meet the needs of Greene County Government. The manager will be available for questions at this time.

Action Recommended:

Motion to approve the Proposed FY 22-23 Budget Ordinance Amendment.

Board Action is Needed

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BUDGET ORDINANCE 2022-2023 FISCAL YEAR

BE IT ORDAINED by the Board of County Commissioners of Greene County, North Carolina, in session June 6, 2022 that for the expenditures of the County Government, its activities, and institutions for the fiscal year beginning July 1, 2022 and ending June 30, 2023, the amounts in the following sections are hereby adopted for the budget of the departments, agencies, or activities as indicated by title and to provide for payment of said amounts the following revenues or so much thereof as may be needed are hereby appropriated:

SECTION 1. EXTENSION FUND That for the fiscal year there is hereby budgeted and appropriated the following:

<u>REVENUES</u>	
Revenue	23,000
<u>EXPENDITURES</u>	
Expense	23,000

SECTION 2. DSS CLIENT FUND That for the fiscal year there is hereby budgeted and appropriated the following:

<u>REVENUES</u>	
Client Fund	132,000
<u>EXPENDITURES</u>	
Client Fund Exp.	132,000

SECTION 3. GENERAL FUND That for the fiscal year there is hereby budgeted and appropriated the following:

REVENUES

General	
Taxes and Licenses	15,462,984
Miscellaneous General Revenues	778,200
Charges for Services	1,911,671
Program Specific – Operating Grants	759,312
Social Services Programs	2,275,484
Public Health Programs	1,117,615
Transfers	4,800
Other	0
Fund Balance Appropriated	<u>100,000</u>
General Fund Revenue Total	\$22,410,066

<u>EXPENDITURES</u>		<u>AMOUNT</u>
411	Governing Body	169,469
412	General Government	454,518
415	Administration	882,888
416	Tax	625,204
417	Court System	25,130
418	Elections	266,069
419	Register of Deeds	262,865
420	Building Inspections	451,128
421	Animal Control	204,182
431	Sheriff	2,018,190
432	Jail	1,918,533
441	Emergency Management	290,849
443	EMS	1,788,725
444	Communications	615,289
461	Public Buildings	608,213
475	Forestry	81,295
491	Economic Development	150,504
493	Juvenile Restitution	55,253
495	Cooperative Extension	246,442
496	Soil Conservation Service	145,428
501	Veteran's Service	30,386
502	DJJDP Youth Programs	45,645
504	Greene County Schools	3,515,203
505	LCC-Greene County	240,000
506	Public Library	139,500
507	Mental Health	66,018
511	Recreation	427,209
514	Farmers Market Operations	11,875
521	Social Services	3,810,433
541	Public Health	2,051,601
580	Senior Services	339,222
990	Transfers to Other funds	472,800
Total General Fund Budget		\$22,410,066

SECTION 4. FINES/FORFEITURES FUND That for the fiscal year there is hereby budgeted and appropriated the following:

<u>REVENUES</u>	
Fines Received	70,000
<u>EXPENDITURES</u>	
Fines Transmitted	70,000

SECTION 5. EMERGENCY TELEPHONE FUND That for the fiscal year there is hereby budgeted and appropriated the following based on a wireline surcharge of \$.70 per phone line:

<u>REVENUES</u>	
E-911 Surcharge	178,038
E-911 Designated Fund Balance	<u>0</u>
	178,038
<u>EXPENDITURES</u>	
E-911 Related Expenditures	
Operating	162,800
Reserve	<u>15,238</u>
	178,038

SECTION 6. AUTOMATION ENHANCEMENT AND PRESERVATION FUND That for the fiscal year there is hereby budgeted and appropriated the following:

<u>REVENUES</u>	
Transfer from General Fund	4,800
Fund Balance Appropriated	<u>0</u>
	4,800
<u>EXPENDITURES</u>	
Operating	4,800
Reserve	<u>0</u>
	4,800

SECTION 7. REVALUATION FUND That for the fiscal year there is hereby budgeted and appropriated the following:

<u>REVENUES</u>	
Revaluation Designated Fund Balance	50,000
Interest	<u>0</u>

	50,000
<u>EXPENDITURES</u>	
Transfer to Reserve	50,000
Reserve	0
	50,000

SECTION 8. SCHOOL CAPITAL FINANCE That for the fiscal year there is hereby budgeted and appropriated the following:

<u>REVENUES</u>	
Miscellaneous Revenues	694,553
<u>EXPENDITURES</u>	
Capital Outlay	0
Debt Service	694,553
	694,553

SECTION 9. ALTERNATIVE WATER SUPPLY FUND That for the fiscal year there is hereby budgeted and appropriated the following:

<u>REVENUES</u>	
Transfer from Water	731,000
	231,895
	962,895
<u>EXPENDITURES</u>	
Reserve	102,280
Debt Service	860,615
	962,895

SECTION 10. GREENE COUNTY REGIONAL WATER & SEWER SYSTEM
That for the fiscal year there is hereby budgeted and appropriated the following:

<u>REVENUE</u>	
Customer Charges	4,115,000
Miscellaneous	8,000
Retained Earnings Appropriated	0
Interest	1,000
	4,124,000

<u>EXPENDITURES</u>	
Operating	3,295,649

Transfers	828,351
Reserve	0
	4,124,000

SECTION 11. SOLID WASTE FUND That for the fiscal year there is hereby budgeted and appropriated the following:

<u>REVENUES</u>	
Fund Balance Appropriated	48,570
Fees	750,690
White Goods Fees	0
Sale of White Goods	2,500
Solid Waste Disposal Tax	16,000
Interest	100
Recycling	0
Scrap Tire Fees	<u>28,000</u>
	845,860
<u>EXPENDITURES</u>	
Landfill Expenditures	326,654
Collection Site Expenditures	474,306
Closure Expenditures	12,400
White Goods Operating	4,500
Scrap Tire Operating	<u>28,000</u>
	845,860

SECTION 12. TRANSPORTATION FUND That for the fiscal year there is hereby budgeted and appropriated the following:

<u>REVENUES</u>	
Operating Grants	607,230
Fare	0
Other	<u>0</u>
	607,230
<u>EXPENDITURES</u>	
Operating	535,730
Capital Outlay	<u>71,500</u>
	607,230

SECTION 13. WATER SUPPLY CAPITAL RESERVE FUND That for the fiscal year there is hereby budgeted and appropriated the following:

<u>REVENUES</u>	
Transfer from Utility Fund	97,351
<u>EXPENDITURES</u>	
Reserves	97,351

SECTION 14. RAINBOW FIRE DISTRICT FUND That for the fiscal year there is hereby budgeted and appropriated the following:

<u>REVENUES</u>	
Fire Tax	135,000
<u>EXPENDITURES</u>	
Contracted Fire Protection	135,000

SECTION 15. BULL HEAD FIRE DISTRICT FUND That for the fiscal year there is hereby budgeted and appropriated the following:

<u>REVENUES</u>	
Fire Tax	70,000
<u>EXPENDITURES</u>	
Contracted Fire Protection	70,000

SECTION 16. MAURY FIRE DISTRICT FUND That for the fiscal year there is hereby budgeted and appropriated the following:

<u>REVENUES</u>	
Fire Tax	94,000
<u>EXPENDITURES</u>	
Contracted Fire Protection	94,000

SECTION 17. ARBA FIRE DISTRICT FUND That for the fiscal year there is hereby budgeted and appropriated the following:

<u>REVENUES</u>	
Fire Tax	60,000
<u>EXPENDITURES</u>	
Contracted Fire Protection	60,000

SECTION 18. SHINE FIRE DISTRICT FUND That for the fiscal year there is hereby budgeted and appropriated the following:

<u>REVENUES</u>	
Fire Tax	84,500
<u>EXPENDITURES</u>	
Contracted Fire Protection	84,500

SECTION 19. LITTLE CREEK FIRE DISTRICT FUND That for the fiscal year there is hereby budgeted and appropriated the following:

<u>REVENUES</u>	
Fire Tax	43,700
<u>EXPENDITURES</u>	
Contracted Fire Protection	43,700

SECTION 20. CONTENTNEA FIRE DISTRICT FUND That for the fiscal year there is hereby budgeted and appropriated the following:

<u>REVENUES</u>	
Fire Tax	144,000
<u>EXPENDITURES</u>	
Contracted Fire Protection	144,000

SECTION 21. FORT RUN FIRE DISTRICT FUND That for the fiscal year there is hereby budgeted and appropriated the following:

<u>REVENUES</u>	
Fire Tax	60,925
<u>EXPENDITURES</u>	
Contracted Fire Protection	60,925

SECTION 22. JASON FIRE DISTRICT FUND That for the fiscal year there is hereby budgeted and appropriated the following:

<u>REVENUES</u>	
Fire Tax	59,000
<u>EXPENDIUTURES</u>	
Contracted Fire Protection	59,000

SECTION 23. CASTORIA FIRE DISTRICT FUND That for the fiscal year

there is hereby budgeted and appropriated the following:

<u>REVENUES</u>	
Fire Tax	93,500
<u>EXPENDITURES</u>	
Contracted Fire Protection	93,500

SECTION 24. SPEIGHT'S BRIDGE FIRE DISTRICT FUND That for the fiscal year there is hereby budgeted and appropriated the following:

<u>REVENUES</u>	
Fire Tax	71,000
<u>EXPENDITURES</u>	
Contracted Fire Protection	71,000

SECTION 25. MIDDLE SWAMP SERVICE DISTRICT FUND That for the fiscal year there is hereby budgeted and appropriated the following:

<u>REVENUES</u>	
Fire Tax	18,500
<u>EXPENDITURES</u>	
Contracted Fire Protection	18,500

SECTION 26. TAX LEVY That there are hereby levied the following taxes per \$100 valuation on property listed for ad valorem taxation as of January 1, 2022 for the purpose of raising the revenues listed for the corresponding funds set out in other sections of this Ordinance:

<u>FUND</u>	<u>RATE PER \$100 VALUATION</u>	<u>LEVY</u>
General Fund	.7860	10,047,000
Rainbow Fire District	.108	135,000
Bull Head Fire District	.120	70,000
Maury Fire District	.089	94,000
Arba Fire District	.063	60,000
Shine Fire District	.09	84,500
Little Creek Fire District	.095	43,700
Contentnea Fire District	.0820	144,000
Fort Run Fire District	.122	60,925
Jason Fire District	.0800	59,000
Castoria Fire District	.10	93,500
Speight's Bridge Fire District	.0708	71,000

SECTION 27. SOLID WASTE FEES That there is hereby imposed a Household Solid Waste Fee in Greene County. The Solid Waste Fee is composed of an availability fee of \$45.00 per residential unit, which is applied uniformly throughout the County, including incorporated municipalities. The Solid Waste Fee is also composed of a user fee in the amount of \$45.00 per residential unit per year, which is applied only to the unincorporated areas of Greene County and to those incorporated municipalities in Greene County that do not provide a system of municipal solid waste collection. Solid Waste Fees were originally set forth and more particularly described in an ordinance approved by the Board of County Commissioners dated July 6, 1993. The tipping fee at the Greene County Landfill will be \$46.00 per ton effective July 1, 2021.

SECTION 28. GREENE COUNTY INSPECTION FEES That there is hereby imposed the following fee schedule for inspections in Greene County:

Permit Type	Residential	Commercial
Building	\$.12/tsf	\$.14/tsf
Insulation	\$.02/tsf – min. \$30.00	\$.03/tsf – min. \$30.00
Plumbing	\$8.00/fixture	\$10/fixture
*Sewage & Water Taps	\$50	\$50
Mechanical	\$.06/tsf	\$.08/tsf
*Unit Replacement	\$50.00	\$50.00
Electrical	\$.06/tsf + service 0-200 amps \$55.00 201-400 amps \$75.00 401-600 amps \$95.00 601-800 amps \$115.00	\$.08/tsf + service 0-200 amps \$55.00 201-400 amps \$75.00 401-600 amps \$95.00 601-800 amps \$115.00
*Temporary Service Pole	\$55.00	\$55.00
*Temporary Power	\$50.00	\$50.00
*Mobile Home/Off. Trailer	\$55.00	\$55.00
*Swimming Pool	\$50.00	\$50.00
*Mechanical Replacement	\$30.00	\$30.00
*Individual Motors & Fixtures	1-10 = \$20.00 after 10 \$10.00 each	1-10 = \$20.00 after 10 \$10.00 each
*Livestock Production Buildings		\$120/building + AMP
*Bulk Barns		\$25.00
Renovation	\$3.00/\$1,000 of contract	\$4.00/\$1,000 of contract
Demolition	\$75.00	\$100.00
Mobile Home	(includes set-up& plumbing)	
*Single Wide	\$150.00	
*Double Wide	\$200.00	
Modular Units/House Moving	\$250.00	\$250.00

Gas Line	\$20.00 first line \$10.00 each additional line	\$20.00 first line \$10.00 each additional line
Signs & Billboards		\$50.00
Change of Occupancy	\$100.00	\$100.00
Fire Protection		
*Sprinkler System	\$115.00 + 2.00 ea. Add'l head	\$115.00 + 2.00 ea. Add'l head
*UST Installation	\$100.00	\$100.00
*UST Removal	\$100.00	\$100.00
*Above Ground Tank Installation	\$100.00	\$100.00
*Fire Suppression System	\$60.00	\$60.00
Pool	\$50.00	\$50.00
Office Trailer		\$100.00
Warehouses & Storage Units		\$4.00/\$1000 of contract
*Unheated & Unlighted		
Refrigeration	\$50.00	\$50.00
Miscellaneous Fees		
*Zoning & Consulting	\$50.00 per hour	\$50.00 per hour
*Inspections not otherwise listed	\$100.00	\$100.00
*Asbestos Insp.	\$200.00 plus samples	\$200.00 plus samples
*Homeowner's Recovery Fund	\$10.00	\$10.00
Re-inspection Fee	\$50.00	\$50.00
Failure to Obtain Permit	\$100.00	\$100.00
Minimum Building Permit Fee	\$50.00	\$50.00

SECTION 29: FIRE INSPECTION FEES That there is hereby imposed the following fee schedule for Fire Inspection:

Type of Fee	Fee Amount
Under 5,000 square feet ¹	\$75.00
5,000 to 10,000 square feet ¹	\$100.00
Over 10,000 square feet ¹	\$100.00 + \$5.00/1,000 sq. ft
Special Situations (i.e. installation or removal of motor vehicle fuel storage tanks)	\$75.00 \$75.00 per tank
Residential Occupancies ³ (Multi-Family)	0-5,000 sq. ft \$75.00
Footprint from 5,000-10,000 square feet	\$100.00
Footprint over 10,000 square feet	\$100.00 + \$5.00/1,000 sq. ft
Group Care Homes	\$150.00
Foster Care Inspection	\$50.00

¹ Includes first inspection and one follow-up inspection. Each subsequent follow-up inspection will be requiring an additional ½ the permit fee.

² To be billed to licensing agency.

³ This inspection only covers the common areas of the structure.

SECTION 30. HEALTH DEPARTMENT LOCAL FEES That there is hereby imposed the following fee schedule for the Health Department in Greene County:

Type of Fee	Fee Amount
Environmental Health	
Lot Evaluation (Single Family Dwelling or <480 gal/day)	\$200
Lot Evaluation (Flow >480 gal/day, additional \$100)	\$300
Re-Evaluation	\$200
Existing Septic Tank Inspection	\$50
Septic Tank Repair Permit	\$50
Re-Visit	\$25
Well Permit	\$200
Swimming Pool Permit	\$50
Tattoo Establishment Permit	\$150
Water Sample: Bacteriological, Inorganic or Nitrate	\$75 each
TFE (Temporary Food Establishment) Fee	\$75
Plan Review (Pool, Restaurant, etc.)	\$100
Expansion Permit(New)	\$50
Expansion Permit(Existing)	\$200
Clinic Flat Rate Fees	
See Clinic rate schedule at	
http://www.co.greene.nc.us/health	

SECTION 31. ANIMAL CONTROL FEES That there is hereby imposed the following fee schedule for Transportation Department in Greene County:

Animal Control	
Adoptions; Dogs	\$60
Adoptions; Cats	\$40
Puppies under 4 months	\$30
Kittens under 4 months	\$50
1 year-out of County Residents Rabies Vaccinations	\$15
1 year-In County Residents Rabies	\$10

Vaccinations	
3 year-out of County Residents Rabies Vaccinations	\$20
3 year-In County Residents Rabies Vaccinations	\$15
Owner Redemption	\$35 + Boarding
*Owned Animal Pickup	\$35/animal
**Boarding Fee	\$25/day
Animal Surrender	\$35
Animal Pickup, First Violation	\$100.00
Animal Pickup, Second Violation	\$150.00
Animal Pickup, Third Violation	\$200.00

* When owner calls and requests pickup of unwanted pets.

**For pets picked up as strays and quarantined animals.

SECTION 32. TRANSPORTATION FEES That there is hereby imposed the following fee schedule for Transportation Department in Greene County:

A rate of \$1.85 per shared mile.

SECTION 33. WATER AND SEWER RATES

Category Residential	Adopted Rates	Adopted Sewer Rates
First 2,000 Gallons	\$15.64	\$17.535
1 meter (R1) Next 3,000 Gallons	\$4.95	\$6.79 per 1,000 gallons
All over 5,000 Gallons	\$5.08 per 1,000 gallons	\$6.79 per 1,000 gallons
Commercial		
First 1,000 Gallons	\$47.19	
Next 1,000 Gallons	\$2.95	
Next 2,000 Gallons	\$3.54	
All over 4,000 Gallons	\$5.08 per 1,000 gallons	
Prison		
First 2,000 Gallons	\$5,126.15	\$22,591.674
All over 2,000 Gallons	\$6.25 per 1,000 gallons	\$7.90 per 1,000 gallons
Bulk water Rate		
Cost per 1,000 Gallons	\$3.86	

Monthly Surcharge

Alternative Water Supply Fee	\$12.00	
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SECTION 34. DELEGATED AUTHORITY

The County Manager is hereby authorized to transfer appropriations among line items within the department for which the funds were originally appropriated.

The County Manager is hereby authorized to transfer appropriations, not to exceed \$15,000 per transfer, among departments within the Fund for which the funds were originally appropriated.

Adopted this the 6th day of June, 2022.

Chairman of the Board

Clerk to the Board

Commissioners
 Bennie Heath - Chairman
 James T. Shackleford-Vice Chair
 Jerry Jones
 Susan Blizzard
 Derek Burress



County Manager
 Kyle J. DeHaven
 Interim Finance Officer
 Landon Price
 County Attorney
 Gay Stanley

From: Kyle J. DeHaven, County Manager

Re: Participating Provider Agreement

Date: June 6, 2022

A new Primary Health Provider is now available for those receiving Medicaid. AETNA Health, and their subsidiaries are now providers like AmeriHealth Cantas, BCBS, United, Carolina Complete, and Wellcare. Our Billing Company, Colleton, will add them as a billable company for services provided. A signed contract is needed to be recognized as a provider with billable authority. They become effective July 1, 2022.

Action Recommended:

Motion to approve the participating provider agreement

Board Action is Needed

229 Kingold Blvd., Suite D • Snow Hill, NC 28580 • (252) 747-3446 • FAX (252) 747-3884
www.greenecountync.gov

The mission of Greene County Government is to serve and improve the lives of all citizens by providing high-quality, cost-effective services in an open, professional and ethical environment

PROVIDER AGREEMENT

Aetna Health Inc., a Pennsylvania corporation, Aetna Life Insurance Company, a Connecticut corporation, and Aetna Health Management, LLC, a Delaware limited liability company, on behalf of themselves and their Affiliates ("Company"), and County of Greene, on behalf of itself and any and all of its Group Providers and locations ("Provider"), are entering into this Provider Agreement (the "Agreement"), as of the Effective Date listed below.

The Agreement includes this cover/signature page, the **General Terms and Conditions** and **Definitions** that follow. It also includes one or more of the following parts:

- i) **State Compliance Addenda** that contain state-specific requirements for various Product Categories;
- ii) **Product Addenda** that include additional requirements for specific Product Categories;
- iii) **Service and Rate Schedules** that go along with the various Product Addenda;
- iv) **Appendices** and/or other attachments containing definitions and/or other information.

As of the Effective Date, Provider agrees to participate in each Product Category checked below. Important information on how Product Categories can be added to or deleted from this list is contained in the Agreement.

	PRODUCT CATEGORIES
✓	Commercial Health
✓	Medicare
✓	Medical Rental Network
	Institutes of Excellence® (IOE) Transplant Program (subject to separate approval by Company)

EFFECTIVE DATE: (or later date that credentialing is complete) (the "Effective Date") **July 1, 2022**

TERM: This Agreement begins on the Effective Date, continues for an initial term of three (3) _____, and then automatically renews for consecutive one (1) year terms. The Agreement may be terminated by either Party at any time after the initial term, or non-renewed at the end of the initial or any subsequent term, for any reason or no reason at all, with at least ninety (90) days advance written notice to the other Party. Additional termination provisions are included in the Agreement.

The undersigned representative of Provider has read and understood this Agreement, has had the opportunity to review it with an attorney of Provider's choice, and is authorized to bind Provider, including all Group Providers and Provider locations, to the terms of the Agreement.

PROVIDER

By:

Printed Name:

Title:

Date:

FEDERAL TAX I.D. NUMBER:

As required by Section 8.6 ("Notices") of this Agreement, notices shall be sent to the following addresses:

Provider contract notice address:

Provider contract notice email address:

COMPANY

By:

Printed Name:

Title:

Date:

As required by Section 8.6 ("Notices") of this Agreement, notices shall be sent to the following addresses:

Company:

5000 CentreGreen Way
Suite 350
Cary, NC 27513

For Behavioral Health Providers:

Aetna Behavioral Health
1425 Union Meeting Road
PO Box 5
Blue Bell PA 19422

GENERAL TERMS AND CONDITIONS

1.0 PROVIDER OBLIGATIONS

1.1 General Obligations. Provider agrees that it and all Group Providers will:

- (a) provide Covered Services to Members according to generally accepted standards of care in the applicable geographic area and within the scope of its/their licenses and authorizations to practice;
- (b) obtain and maintain all applicable license(s), certification(s), registration(s), authorization(s) and accreditation(s) required by Applicable Law;
- (c) comply with all Applicable Law related to this Agreement and the provision of and payment for health care services; Provider represents that neither it nor any Group Provider has been excluded from participation in any Federal or state funded health program, or has a report filed in the National Practitioner Data Bank (NPDB);
- (d) comply with Company's credentialing/recredentialing requirements and applicable Participation Criteria; Provider understands that no Group Provider may serve as a Participating Provider until that provider is fully credentialed and approved by the applicable peer review committee;
- (e) require all Group Providers in all Provider locations, to provide Covered Services to Members in compliance with the terms of this Agreement; any exceptions must be approved in advance, in writing, by Company;
- (f) obtain from Members any necessary consents or authorizations to the release of their medical information and records to governmental entities, Company and Payers, and their agents and representatives;
- (g) obtain signed assignments of benefits from all Members authorizing payment for Provider's services to be made directly to Provider instead of to the Member, unless Company specifically directs otherwise or the applicable Plan requires otherwise;
- (h) treat all Members with the same degree of care and skill as they treat patients who are not Members; Provider further agrees not to discriminate against Members in violation of Applicable Law or Company Policies;
- (i) maintain an ongoing internal quality assurance/assessment program that includes, but is not limited to, the credentialing, supervision, monitoring and oversight of its employees and contractors providing services under this Agreement;
- (j) cooperate promptly, during and after the term of this Agreement, with reasonable and lawful requests from Company and Payers for information and records related to this Agreement, as well as with all requests from governmental and/or accreditation agencies. Among other things, Provider agrees to provide Company and Payers with the information and records necessary for them to properly administer claims and the applicable Plan; resolve Member grievances, complaints and appeals; comply with reporting requirements related to the Affordable Care Act (ACA) (including, but not limited to, information related to the ACA's medical loss ratio requirements); perform quality management activities; and fulfill data collection and reporting requirements (e.g., HEDIS).
- (k) not provide or accept any kickbacks or payments based on the number or value of referrals in violation of Applicable Law. Unless disclosed in advance to Company and the affected Member, Provider will not accept any referral from persons or entities that have a financial interest in Provider, or make any referrals to persons or entities in which Provider has a financial interest;

- (l) refer Members only to other Participating Providers (including, but not limited to pharmaceutical providers and vendors), unless specifically authorized otherwise by Company and/or permitted by the applicable Plan and Company Policies.
- (m) unless prohibited by Applicable Law or a violation of a specific peer review privilege, notify Company promptly about any: (i) material litigation brought against Provider or a Group Provider that is related to the provision of health care services to Members and/or that could reasonably have a material impact on the services that Provider renders to Members; (ii) claims against Provider or a Group Provider by governmental agencies including, but not limited to, any claims regarding fraud, abuse, self-referral, false claims, or kickbacks; (iii) change in the ownership or management of Provider; and (iv) material change in services provided by Provider or any loss, suspension or restriction of licensure, accreditation, registration or certification status of Provider or a Group Provider related to those services.

1.2 **Provider and Group Provider Contact and Service Information.** Provider agrees that it has provided Company with contact information, including, but not limited to, a list of Group Providers and Provider locations, that is complete and accurate as of the Effective Date. Provider will notify Company within ten (10) business days of all changes to the list of Group Providers, the services it/they provide and all contact and billing information for Provider and Group Providers. Provider understands that failure to keep all such information current and to periodically confirm its accuracy as reasonably requested by Company, will be a material breach of this Agreement. Company's additional requirements for updating information and the actions it may take if Provider fails to confirm its information are outlined in the Provider Manual and/or related Policies made available to Provider.

1.3 **Compliance with Company Policies.** Provider agrees to comply with Company Policies, including, but not limited, those contained in the Provider Manual, as modified by Company from time to time. If a change in a Company Policy would materially and adversely affect Provider's administration or rates under this Agreement, Company will send Provider at least ninety (90) days advance written notice of the Policy change. Provider understands that Policy changes will automatically take effect on the date specified, unless an earlier date is required by Applicable Law. Provider is encouraged to contact Company to discuss any questions or concerns with Company Policies or Policy changes.

1.4 **Claims Submission and Payment.** Subject to Applicable Law, Provider agrees:

- (a) to accept the rates contained in the applicable Service and Rate Schedule(s), regardless of where services are provided, as payment in full for Covered Services (including for services that would be Covered Services but for the Member's exhaustion of benefits (e.g., above the annual maximum)).
- (b) that it is responsible for and will promptly pay all Group Providers for services rendered, and that it will require all Group Providers to look solely to Provider for payment;
- (c) to submit complete, clean, electronic claims for Covered Services provided by Provider and Group Providers, containing all information needed to process the claims, within one hundred and twenty (120) days of the date of service or discharge, as applicable, or from the date of receipt of the primary payer's explanation of benefits if Company or Payer is the secondary payer. This requirement will be waived if Provider provides notice to Company, along with appropriate evidence, of extraordinary circumstances outside of Provider's control that resulted in a delayed submission.
- (d) to respond within forty-five (45) days to Company or Payer requests for additional information regarding submitted claims;
- (e) to notify Company of any underpayment or payment/claim denial dispute, within one hundred and eighty (180) days from date of payment and to follow Company's dispute and appeal Policies for resolution;
- (f) to notify Company promptly after becoming aware of any overpayment (e.g., a duplicate payment or payment for services rendered to a patient who was not a Member) and to cooperate with Company for

the prompt return of any overpayment. In the event of Provider's failure to cooperate with this section, Company shall have the right to offset any overpaid amount against future claims.

- (g) that Company and Payers will not be obligated to pay for claims not submitted, completed or disputed/appealed as required above, or that are billed in violation of Applicable Law, this Agreement or Company Policies, and that Members may not be billed for any such claims.
- (h) in the event that Provider acquires or takes operational responsibility for another Participating Provider, the then current agreement between Company and such Participating Provider will remain in place and apply to Covered Services provided by such Participating Provider for the longer of: (i) one (1) year; or (ii) the expiration of the then current term of such agreement. Notwithstanding the foregoing, Company may notify Provider with at least sixty (60) days' prior written notice that the terms of this Agreement shall sooner apply to such Participating Provider.

- 1.5 **Member Billing.** Provider agrees that Members will not be billed or charged any amount for Covered Services, except for applicable copayments, coinsurance and deductible amounts. If services are not reimbursed because of Provider's failure to comply with its obligations under this Agreement (e.g., for late submission of claims), Members may not be billed for those services. A Member may be billed for services that are not Covered Services under the Member's Plan (including for services that are not considered "medically necessary" under a Plan) as long as the Member is informed that those services are not covered and has agreed, in advance, to pay for the services. This section will survive the termination of this Agreement.

2.0 COMPANY OBLIGATIONS

- 2.1 **General Obligations.** Company agrees that:

- (a) unless an exception is stated in the applicable **Product Addendum**, Company or Payers will: (i) provide Members with a means to identify themselves to Provider; (ii) provide Provider with an explanation of provider payments, a general description of products and a listing of Participating Providers; (iii) provide Provider with a means to check Member eligibility; and (iv) include Provider in the Participating Provider directory(ies) for the applicable Plans.
- (b) it, through its applicable Affiliate(s), will be appropriately licensed, where required, to offer, issue and/or administer Plans in the service areas covered by this Agreement;
- (c) it is, and will remain throughout the term of this Agreement, in material compliance with Applicable Law related to its performance of its obligations under this Agreement.
- (d) it will notify Provider of periodic updates to its Policies as required by this Agreement and make current Policies available to Providers through its provider websites or other commonly accepted media.

- 2.2 **Claims Payment.** Subject to Applicable Law, the terms of each applicable **Product Addendum(a) and Service and Rate Schedule(s)**, and Company's payment and review Policies (e.g., prepayment review of certain claims), and except for applicable Member copayments, coinsurance and deductibles, Company agrees:

- (a) when it is the Payer, to pay Provider for Covered Services rendered to Members; and
- (b) when it is not the Payer, to notify the Payer to forward payment to Provider for Covered Services,

within forty-five (45) days of receipt of a clean, complete, undisputed electronic claim. While Company may service or process payment for claims on behalf of Payers who are not Affiliates (e.g., self-funded plan sponsors), Provider acknowledges that Company has no legal or other responsibility for the payment of those claims. However, Company will use commercially reasonable efforts to assist Provider, as appropriate, in collecting payments from Payers.

3.0 NETWORK PARTICIPATION

Provider agrees that it and Group Providers will participate in the Product Categories checked on the signature sheet to this Agreement. Company has the right, upon ninety (90) days written notice to Provider, to:

- (a) add Product Categories (e.g., Medicare or a new Product Category not existing as of the Effective Date); and
- (b) add types of Plans (e.g., PPO, HMO) and/or specialty programs (e.g., disease management or women's health) in any Product Category.

Company will notify Provider of the rates that will apply for any addition and will, as necessary, send Provider a new or revised **Product Addendum** and **Service and Rate Schedule**.

Provider can decline any addition by notifying Company in writing, within thirty (30) days of receiving Company's notice. A variation of an existing Product Category, Plan type or specialty program at existing terms and rates will not be considered "an addition" under this section.

Company is not required to designate, include, or continue to include Provider, any specific Group Provider(s) or any specific Provider location(s) as a preferred provider or Participating Provider in any specific Product Category, Plan (or Plan variation), product, specialty program or geographic area. Company may operate networks in which Provider is not included, whether for specific Payers/customers or otherwise. In certain situations, Provider may treat a Member of a Plan or Product Category in which Provider does not participate (e.g., a Member traveling out of area, emergency services). In those situations, Company may apply rates and terms (e.g., no balance billing) that Provider has accepted under this Agreement for Covered Services provided to those Members. Not all Product Categories and Plan types are available in all geographic locations.

4.0 CONFIDENTIALITY

Company and Provider agree that Provider's medical records do not belong to Company. Company and Provider agree that the information contained in the claims Provider submits under this Agreement belongs to Company and/or the applicable Payer and may be used by Company and/or the applicable Payer for quality management, plan administration and other lawful purposes. Each Party will maintain and use confidential Member information and records in accordance with Applicable Law. Each Party agrees that the confidential and proprietary information of the other Party is the exclusive property of that other Party and, unless publicly available, each Party agrees to keep the confidential and proprietary information of the other Party strictly confidential and not to disclose it to any third party without the other Party's consent, except: (a) as required by Applicable Law; (b) to governmental authorities having jurisdiction; (c) in the case of Company's disclosure, to Members, Payers, prospective or current customers, or consultants or vendors under contract with Company; and (d) in the case of Provider's/Group Providers' disclosure, to Members for the purpose of advising a Member of potential treatment options and costs. Provider will keep the rates and the development of rates and other terms of this Agreement confidential; provided, however, that nothing herein shall be deemed to prohibit Provider and Company/or a Payer from disclosing rates/and other information as required by Applicable Law (e.g., to promote transparency in pricing and quality information). Provider is encouraged to discuss Company's provider payment methodology with patients, including descriptions of the methodology under which the Provider is paid. In addition, Provider and Group Providers are encouraged to communicate with patients about their treatment options, regardless of benefit coverage limitations. This section will survive the termination of this Agreement.

5.0 ADDITIONAL TERMINATION/SUSPENSION RIGHTS AND OBLIGATIONS

- 5.1 **Termination of Individual Group Providers.** Company may terminate the participation of one or more individual Group Providers or locations by providing Group with at least ninety (90) days written notice prior to the date of termination.
- 5.2 **Termination for Breach.** This Agreement may be terminated at any time by either Party upon at least sixty (60) days prior written notice of such termination to the other Party, upon such other Party's material breach of its obligations under this Agreement, unless such material breach is cured within sixty (60) days of the notice of termination.
- 5.3 **Immediate Termination or Suspension.** Company may terminate or suspend this Agreement with respect to Provider or any Group Provider or location, with written notice to Provider, due to: (a) Provider's or the applicable Group Provider's failure to continue to meet the licensure and other requirements of the applicable Participation Criteria; (b) bankruptcy or receivership or an assignment by Provider for the benefit of creditors; (c) Provider's or the applicable Group Provider's indictment, arrest or conviction of a felony; or for any indictment, arrest or conviction of criminal charge related to fraud or in any way impairing Provider's or a Group Provider's practice of medicine; (d) the exclusion, debarment or suspension of Provider or a Group Provider from participation in any governmental sponsored program, including, but not limited to, Medicare or Medicaid; (e) change of control of Provider to an entity not acceptable to Company; (f) any false statement or material omission of Provider or a Group Provider in a network participation application and/or related materials; or (g) a determination by Company that Provider's continued participation in provider networks could reasonably result in harm to Members. To protect the interests of patients, including Members, Provider will provide immediate notice to Company of any of the events described in (a)-(f) above. Provider may terminate this Agreement, with written notice to Company due to: (x) Company's failure to continue to maintain the licensure and authorizations required for it to meet its obligations under this Agreement; or (y) Company's bankruptcy or receivership, or an assignment by Company for the benefit of creditors.
- 5.4 **Obligations Following Termination.** Upon termination of this Agreement for any reason, Provider agrees to provide services, at Company's discretion, to: (a) any Member under Provider's care who, at the time of the effective date of termination, is a registered bed patient at a hospital or facility, until such Member's discharge or Company's orderly transition of such Member's care to another provider; and (b) in any other situation required by Applicable Law. The applicable **Service and Rate Schedule** will apply to all services provided under this section. Upon notice of termination of this Agreement or of participation in a Plan, Provider will cooperate with Company to transfer Members to other providers. Company may provide advance notice of the termination to Members.
- 5.5 **Obligations During Dispute Resolution Procedures.** In the event of any dispute between the Parties in which a party has provided notice of termination for breach under Section 5.2 above, and the dispute is required to be resolved or is submitted for resolution under Section 7.0 below, the termination of this Agreement shall cease and the Parties shall continue to perform under the terms of this Agreement until the final resolution of the dispute.

6.0 RELATIONSHIP OF THE PARTIES

- 6.1 **Independent Contractor Status/Indemnification.** Company and Provider are independent contractors, and not employees, agents or representatives of each other. Company and Provider will each be solely liable for its own activities and those of its employees and agents, and neither Company nor Provider will be liable in any way for the activities of the other Party or the other Party's employees or agents. Provider acknowledges that all Member care and related decisions are the responsibility of Provider and/or Group Providers and that Policies do not dictate or control Provider's and/or Group Providers' clinical decisions with respect to the care of Members. Provider agrees to indemnify and hold harmless Company from any and all third party claims, liabilities and causes of action (including, but not limited to, reasonable attorneys' fees) arising out of Provider's and/or Group Providers' provision of care to Members. Company agrees to indemnify and hold harmless Provider and Group Providers from any and all third-party claims, liabilities and causes of action (including, but not limited to, reasonable attorneys' fees) arising out of the Company's administration of Plans. This provision will survive the termination of this Agreement.

- 6.2 **Use of Name.** Provider agrees that its name and other identifying and descriptive material can be used in provider directories and in other materials and marketing literature of Company and Payers, including, but not limited to, in customer bids, requests for proposals, state license applications and/or other submissions. Provider will not use Company's or its Affiliates' or a Payer's names, logos, trademarks or service marks without Company's and/or the applicable Payer's prior written consent.
- 6.3 **Interference with Contractual Relations.** Provider will not engage in activities that would cause Company to lose existing or potential Members, including but not limited to, advising Company customers, Payers or other entities currently under contract with Company to cancel, or not renew their contracts. Except as required under this Agreement or by a governmental authority or court of competent jurisdiction, Provider will not use or disclose to any third party, membership lists acquired during the term of this Agreement including, but not limited to, for the purpose of soliciting individuals who were or are Members or otherwise to compete with Company. Nothing in this section is intended or will be deemed to restrict: (a) any communication between Provider and a Member, or a party designated by a Member, that is determined by Provider to be necessary or appropriate for the diagnosis and care of the Member; or (b) notification of participation status with other insurers or plans. This section will survive the termination of this Agreement for a period of one (1) year following termination or expiration.

7.0 DISPUTE RESOLUTION

- 7.1 **Dispute Resolution.** Company will provide an internal mechanism under which Provider can raise issues, concerns, controversies or claims regarding the obligations of the Parties under this Agreement. Provider will exhaust Company's internal mechanism before instituting any arbitration or other permitted legal proceeding. The Parties agree that any discussions and negotiations held during this process will be treated as settlement negotiations and will be inadmissible into evidence in any court proceeding, except to prove the existence of a binding settlement agreement.
- 7.2 **Arbitration.** Any controversy or claim arising out of or relating to this Agreement, including breach, termination, or validity of the Agreement, except for injunctive relief or any other form of equitable relief, will be settled by confidential, binding arbitration, in accordance with the Commercial Rules of the American Arbitration Association (AAA). **COMPANY AND PROVIDER UNDERSTAND AND AGREE THAT, BY AGREEING TO THIS ARBITRATION PROVISION, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT.** The arbitrator may award only compensatory damages for breach of contract, and is not empowered to award punitive, exemplary or extra-contractual damages. Where a Party's claim is for greater than Ten Million Dollars (\$10,000,000), a panel of three (3) arbitrators (one chosen by each Party and the third to be a former Federal district court judge agreed upon by the Parties) will preside over the matter, unless the Parties agree otherwise. If a Party's claim is for less than Ten Million Dollars (\$10,000,000), a single (1) arbitrator will preside over the matter, unless the Parties agree otherwise. The arbitrator(s) are bound by the terms of this arbitration provision. In the event a Party believes there is a clear error of law and within thirty (30) days of receipt of an award of \$250,000 or more (which shall not be binding if an appeal is taken), a Party may notify the AAA of its intention to appeal the award to a second arbitrator (the "Appeal Arbitrator"), designated in the same manner as the original, except that the Appeal Arbitrator must have at least twenty (20) years' experience in the active practice of law or as a judge. The award, as confirmed, modified or replaced by the Appeal Arbitrator, shall be final and binding, and judgment thereon may be entered by any court having jurisdiction thereof. No other arbitration appeals may be made. Except as may be required by law or to the extent necessary in connection with a judicial challenge, permitted appeal, or enforcement of an award, neither a Party nor an arbitrator may disclose the existence, content, record, status or results of dispute resolution discussions or an arbitration. Any information, document, or record (in whatever form preserved) referring to, discussing, or otherwise related to dispute resolution discussions or arbitration, or reflecting the existence, content, record, status, or results of dispute resolution discussions or arbitration is confidential. The Parties are entitled to take discovery consistent with the Federal Rules of Civil Procedure (including, but not

limited to, document requests, expert witness reports, interrogatories, requests for admission and depositions). This section will survive the termination of this Agreement.

8.0 MISCELLANEOUS

- 8.1 **Entire Agreement.** This Agreement and any addenda, schedules, exhibits or appendices to it constitutes the entire understanding of the Parties and supersedes any prior agreements related to the subject matter of this Agreement. If there is a conflict between the **General Terms and Conditions** and a **Product Addendum** or **Service and Rate Schedule**, the terms of the applicable **Product Addendum** and corresponding **Service and Rate Schedule** will prevail for that Product Category. If there is a conflict between an applicable **State Compliance Addendum** and any other part of the Agreement, the terms of the **State Compliance Addendum** will prevail, but only with respect to the particular line of business (e.g., fully insured HMO) or Product Category.
- 8.2 **Waiver/Governing Law/Severability/No Third Party Beneficiaries/Headings.** The waiver by either Party of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach of this Agreement. Except as otherwise required by Applicable Law, this Agreement will be governed in all respects by the laws of the state where Provider is located, without regard to such state's choice of law provisions. Any determination that any provision of this Agreement or any application of it is invalid, illegal or unenforceable in any respect in any instance will 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. Other than as expressly set forth in this Agreement, no third persons or entities are intended to be or are third party beneficiaries of or under the Agreement, including, but not limited to, Members. Headings in the Agreement are for convenience only and do not affect the meaning of the Agreement.
- 8.3 **Limitation of Liability.** A Party's liability, if any, for damages to the other Party related to this Agreement, will be limited to the damaged Party's actual damages. Neither Party will be liable to the other for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind. This section will survive the termination of this Agreement.
- 8.4 **Assignment.** Provider may not assign this Agreement without Company's prior written consent. Company may assign this Agreement, in whole or in part, from time to time. To support a partial assignment, Company may duplicate this Agreement, including one or more of the relevant **Product Addenda** and **Service and Rate Schedules**, and assign the duplicate while retaining all or part of the original. If Company sells all or a portion of a Product Category in which Provider participates (e.g., a line of business), Company may also create and assign to the purchaser a duplicate of this Agreement including the relevant **Product Addenda** and **Service and Rate Schedules**. If Company assigns this Agreement to any entity other than an Affiliate, Company will provide advance written notice to Provider.
- 8.5 **Amendments.** This Agreement will be deemed to be automatically amended to conform with all Applicable Law promulgated at any time by any state or Federal regulatory agency or governmental authority. Additionally, Company may amend this Agreement, upon at least ninety (90) days prior written notice to Provider. If Provider is not willing to accept an Amendment that is not required by Applicable Law, it may terminate the Agreement, with at least sixty (60) days written notice to Company in advance of the effective date of the Amendment.
- 8.6 **Notices.** Notices required to terminate or non-renew the Agreement or to decline participation in a new Product Category or Plan/program, must be sent by U.S. mail, nationally recognized courier, or electronic mail (with proof of delivery in any case), to the applicable Party's most currently updated address. Any other notices required under this Agreement may be sent by letter, electronic mail or other generally accepted media, to the applicable Party's last updated address.
- 8.7 **Non-Exclusivity.** This Agreement is not exclusive and does not preclude either Party from contracting with any other person or entity for any purpose.

DEFINITIONS

Affiliate. Any corporation, partnership or other legal entity, that is directly or indirectly owned or controlled by, or which owns or controls, or which is under common ownership or control with Company. Plans may be offered by separate Company Affiliates and each of those Affiliates is considered to be a Party to this Agreement.

Applicable Law. All applicable Federal and state laws, regulations and governmental directives related to this Agreement, as well as, with respect to Provider, applicable accreditation agency/organization requirements.

Covered Services. Those health care and related services for which a Member is entitled to receive coverage or program benefits under a Plan.

Group Provider. A health care provider (a) employed by Provider or (b) who, through a contract or arrangement with Provider, provides services to Members for which Provider is reimbursed under this Agreement or who otherwise bills for services under this Agreement, whether on a regular or on call basis. Group Provider includes all of the persons and entities that provide services to Members in any of Provider's practice arrangements or locations and under any of its tax identification numbers, unless specifically excluded, as explained in the Agreement.

Member. A person covered by or enrolled in a Plan. Member includes the subscriber and any of the subscriber's eligible dependents.

Participating Provider. A health care provider that participates in Company's participating provider network(s) for the applicable Plan.

Participation Criteria. The participation criteria (e.g., office standards, DEA requirements, etc.) that apply to various types of Participating Providers under Company Policies.

Party. Company or Provider, as applicable.

Payer. A person or entity that is authorized to access one or more networks of Participating Providers and that: (a) is financially responsible for funding or underwriting payments for benefits provided under a Plan; or (b) is not financially responsible to fund or underwrite benefits, but which contracts directly or indirectly with persons or entities that are financially responsible to pay for Covered Services provided to Members. Payers include, but are not limited to, Company, insurers, self-funded employers, third party administrators, labor unions, trusts, and associations.

Plan. A health care benefits plan or program for which Provider serves as a Participating Provider; the terms of each specific Plan are outlined in the applicable summary plan description, certificate of coverage, evidence of coverage, or other coverage or program document.

Policies. Company's policies and procedures that relate to this Agreement, including, but not limited to, Participation Criteria; Provider Manuals; clinical policy bulletins; credentialing/recredentialing, utilization management, quality management, audit, coordination of benefits, complaint and appeals, and other policies and procedures (as modified from time to time), that are made available to Provider electronically or through other commonly accepted media. Policies may vary by Affiliate, Product Category and/or Plan.

Product Category. A category of health benefit plans or products (e.g., Commercial Health, Medicare) in which Provider participates under this Agreement, as more fully described on the applicable **Product Addendum(a)**.

Provider Manual. Company's handbook(s), manual(s) and guide(s) applicable to various types of Participating Providers and Product Categories.

**PROVIDER
MEDICAL RENTAL PRODUCTS SERVICE AND RATE SCHEDULE**

I. RATE:

For Covered Services rendered to a Member, Provider will accept the lesser of (i) the rate listed in the grid below or (ii) 60__% of Eligible Billed Charges.

For Medical Rental Products:

Service	Billing Codes	Rates
All Services	All	100__% of Aetna Market Fee Schedule

II. SERVICES:

Physicians/providers will provide services that are within the scope of and appropriate to their license and certification to practice.

III. TERMS AND CONDITIONS:

Definitions

“Aetna Market Fee Schedule” (AMFS) – A fee schedule that is based upon the contracted location where services are performed. Company may periodically update this fee schedule.

“Eligible Billed Charges” the amount billed by Provider for a Covered Service, less charges due to the application of billing, coding, reimbursement criteria, standards, or guidelines in accordance with applicable Policies of Company, Customer or Payer.

“Service Groupings” A grouping of codes (e.g., HCPCS, CPT4, ICD-9 (ICD-10 or successor standard)) that are considered similar services and are contracted at one rate under the Medical Rental Products Service and Rate Schedule.

General

- a) For procedures and/or services not specifically listed above, Provider agrees to accept the then current Aetna Market Fee Schedule. Rates are inclusive of any applicable Patient Copayment, Coinsurance, Deductible and any applicable tax, including but not limited to sales tax.
- b) For services of Mid-level Practitioners (Nurse Practitioners, Certified Nurse Midwives, Physician Assistants and Registered Nurses) pricing may be less than Provider services based on Company’s, Customer’s and/or Payer’s then current policy.
- c) For claims submitted with modifiers pricing will be according to Company’s, Customer’s and/or Payer’s Rules and Regulations.

Billing and Coding

- d) Provider must designate the codes set forth in this Medical Rental Products Service and Rate Schedule when billing.

- e) Company utilizes nationally recognized coding structures including, but not limited to, Revenue Codes as described by the Uniform Billing Code, AMA Current Procedural Terminology (CPT4), CMS Common Procedure Coding System (HCPCS), Diagnosis Related Groups (DRG), ICD-9 (ICD-10 or successor standard) Diagnosis and Procedure codes, National Drug Codes (NDC) and the American Society of Anesthesiologists (ASA) relative values for the basic coding, and description for the services provided. As changes are made to nationally recognized codes, Company will update internal systems to accommodate new and/or changes to existing codes. Such updates may include assignment and/or reassignment to Service Groupings for new and/or existing codes. Such changes will only be made when there is no material change in the procedure itself. Until updates are complete, the procedure will be priced according to the standards and coding set for the prior period. Unless otherwise specified, the reimbursement for new, replacement, reassigned, or modified code(s) will be priced on the same basis or at a comparable rate as set forth within this Schedule.

Company will comply and utilize nationally recognized coding structures as directed under applicable Federal laws and regulations, including, without limitation, the Health Insurance Portability and Accountability Act (HIPAA).

- f) Multiple Procedure Processing: The primary surgical procedure will be identified as the highest applicable category. The primary procedure will be considered at 100.00% of the contract Rate. The secondary procedure will be considered at 50% of the contract Rate. Subsequent procedures will be considered at 50% of the contract Rate.

Notwithstanding anything to the contrary in this Medical Rental Products Service and Rate Schedule, the terms of this Medical Rental Products Service and Rate Schedule have been subject to negotiation and in no case shall compensation for any Covered Service exceed the Eligible Billed Charge.

**MEDICAL TRANSPORTATION
RATE SCHEDULE**

RATE:

Payment Details:

For Gatekeeper and Non-Gatekeeper products:

Service	Billing Codes	Rates
Ambulance service, advanced life support, non-emergency transport, Level 1	HCPC Codes: A0426	\$177.58 Once Per Unique Code Per Service Date
Ambulance service, advanced life support, emergency transport, Level 1	HCPC Codes: A0427	\$186.56 Once Per Unique Code Per Service Date
Ambulance service, basic life support, non-emergency transport	HCPC Codes: A0428	\$156.10 Per Unit
Ambulance service, basic life support, emergency transport	HCPC Codes: A0429	\$162.08 Once Per Unique Code Per Service Date
Advanced life support, Level 2	HCPC Codes: A0433	\$650.00 Once Per Unique Code Per Service Date
Specialty care transport	HCPC Codes: A0434	\$1092.00 Once Per Unique Code Per Service Date
Ground mileage	HCPC Codes: A0425	\$3.81 Per Statute Mile
Ambulance service, neonatal transport, base rate, emergency transport, one way	HCPC Codes: A0225	\$233.88 Once Per Unique Code Per Service Date
NONER TRANSPORT MINI-BUS	HCPC Codes: A0120	\$10.08 Once Per Unique Code Per Service Date
Non-emergency transportation: wheelchair van*	HCPC Codes: A0130	\$44.00 Once Per Unique Code Per Service Date
N-ET; PATIENT ATTEND/ESCORT	HCPC Codes: T2001	\$6.40 Once Per Unique Code Per Service Date
N-ET; ENCOUNTER/TRIP	HCPC Codes: T2003	\$11.71 Once Per Unique Code Per Service Date

N-ET; STRETCHER VAN, MILEAGE	HCPC Codes: T2049	\$2.79 Per Unit
All Other Outpatient		Not Reimbursed

* Only applicable to the extent this is a Covered Service under the applicable Plan; typically, this is a not a Covered Expense under most Plans.

RATE TERMS AND CONDITIONS:

Definitions

“Aetna Market Fee Schedule” (AMFS) – A fee schedule that is based upon the contracted location where services are performed. Company may periodically update this fee schedule.

“Gatekeeper products” – For purposes of this Service and Rate Schedule, Gatekeeper products refer to Commercial Health Products offered, administered and/or serviced by Company which encourage or promote the use of a Primary Care Physician, regardless of whether (i) selection of a Primary Care Physician is mandatory or voluntary under the terms of the Plan; or (ii) an individual Member has selected a Primary Care Physician. Examples of Gated Commercial Health Products include, but are not limited to: HMO (Health Maintenance Organization), POS (Point of Service) (e.g., *Managed Choice POS*, *Aetna Choice POS II*), EPO (Exclusive Provider Organization). In some circumstances, certain Commercial Health Products (e.g., FEHB plans, student health plans) may be available on both a “Gatekeeper” and “Non-Gatekeeper” basis.

“Non-Gatekeeper products” – For purposes of this Service and Rate Schedule, Non-Gatekeeper products refer to Commercial Health Products offered, administered and/or serviced by Company which do not allow for the designation and/or use of a Primary Care Physician in the administration of the product. Examples of Non-Gated Commercial Health Products include, but are not limited to: PPO (e.g., *Open Choice PPO*), Aetna Signature Administrators®, Passport to Healthcare® and the National Advantage program. In some circumstances, certain Commercial Health Products (e.g., FEHB plans, student health plans) may be available on both a “Gatekeeper” and “Non-Gatekeeper” basis.

“Service Groupings” – A grouping of codes (e.g., HCPCS, CPT4, ICD-9 (ICD-10 or successor standard)) that are considered similar services and are contracted at one rate under the Services and Rate Schedule.

General

a) Rates are inclusive of any applicable Member Copayment, Coinsurance, Deductible and any applicable tax, including but not limited to sales tax. For procedures and/or services not specifically listed above, Provider agrees to accept then current AMFS as payment in full. Company will pay the lesser of the contracted rate or eligible billed charges.

b) CPT-4 codes included in the Professional Component of this Agreement apply to the services rendered and are not limited to the specialty of the performing provider.

- c) Unless prohibited by applicable law, Company may, at its sole discretion, upon thirty (30) days prior written notice to Provider reduce the rates for Covered Services by ten percent (10%) for a three (3) month period should Provider fail to provide timely notice of change in Provider information to Company as required and set forth in the Agreement, e.g., changes in notice address, location, staff and demographics.
- d) The parties acknowledge that payments (including, but not limited to, those based on a percentage of Medicare) will not reflect CMS Quality Payment Program adjustment factors or incentive payments (e.g., MIPS, APM).

Billing

- e) Provider must designate the codes set forth in this Rate Schedule when billing.
- f) Company shall not pay any amounts beyond the amounts set forth in the applicable Service & Rate Schedule, including but not limited to any incentive payments that may be payable under traditional Medicare, except as expressly required by the Agreement or applicable law. Further, the Parties acknowledge and agree that payments under the Medicare program to providers, suppliers, and Medicare Advantage organizations may be adjusted as the result of legislation, regulation, executive order or other federal mandate ("Medicare Payment Adjustment"). Furthermore, any such Medicare Payment Adjustment could result in an increase or decrease in Medicare payments. In accordance with the terms of this Agreement, the Parties agree that, in the event of a Medicare Payment Adjustment, Company's payment to Provider will be adjusted in accordance with the Medicare Payment Adjustment. Company shall adjust payments under this Agreement for Covered Services rendered by Provider on and after the effective date of the Medicare Payment Adjustment, and shall continue to adjust payments to Provider until the earlier of (i) the Medicare Payment Adjustment is discontinued or (ii) is replaced by a subsequent Medicare Payment Adjustment. Medicare Payment Adjustments do not include performance based incentive payments made under traditional Medicare as the result of the Medicare Access and CHIP Reauthorization Act of 2015 (MACRA) and its implementing regulations, as may be amended from time to time.

Coding

- g) Company utilizes nationally recognized coding structures including, but not limited to, Revenue Codes as described by the Uniform Billing Code, AMA Current Procedural Terminology (CPT4), CMS Common Procedure Coding System (HCPCS), Diagnosis Related Groups (DRG), ICD-9 (ICD-10 or successor standard) Diagnosis and Procedure codes, National Drug Codes (NDC) and the American Society of Anesthesiologists (ASA) relative values for the basic coding, and description for the services provided. As changes are made to nationally recognized codes, Company will update internal systems to accommodate new and/or changes to existing codes. Such updates may include assignment and/or reassignment to Service Groupings for new and/or existing codes. Such changes will only be made when there is no material change in the procedure itself. Until updates are complete, the procedure will be paid according to the standards and coding set for the prior period. Unless otherwise specified, the reimbursement for new, replacement, reassigned, or modified code(s) will be paid on the same basis or at a comparable rate as set forth within this Schedule.

Company will comply and utilize nationally recognized coding structures as directed under applicable Federal laws and regulations, including, without limitation, the Health Insurance Portability and Accountability Act (HIPAA).

**MEDICARE MEDICAL TRANSPORTATION
SERVICES AND RATE SCHEDULE**

RATE:

Government Programs

Payment Details:

For Government Programs products:

Service	Billing Codes	Rates
All Other Outpatient		100% of Medicare Allowable AMB

RATE TERMS AND CONDITIONS:

Definitions

“Medicare Allowable” – is the current payment that the provider will receive from Aetna, based upon the then current Medicare Ambulance Fee Schedule subject to Aetna’s payment and processing guidelines.

“Aetna Market Fee Schedule” (AMFS) – A fee schedule that is based upon the contracted location where service is performed.

“Service Groupings” – A grouping of codes (e.g., HCPCS, CPT4, ICD-9 (ICD-10 or successor standard)) that are considered similar services and are contracted at one rate under the Services and Rate Schedule.

General

- a) Rates are inclusive of any applicable Member Copayment, Coinsurance, Deductible and any applicable tax including but not limited to sales tax. In the absence of a Medicare Allowable rate, provider agrees to accept then current AMFS as payment in full. Company will pay the lesser of the contracted rate or eligible billed charges.
- b) Providers must submit based upon the billing guidelines and coding protocols of traditional Medicare, and use HCPCS, CPT codes and defined modifiers. Providers must include all claims information required by traditional Medicare.
- c) Except where prohibited by applicable law of the Agreement, Company may, at its sole discretion, upon thirty (30) days prior written notice to Provider reduce the rates for Covered Services by ten percent (10%) for a three (3) month period should Provider fail to provide timely notice of change in information to Company as set forth in the Agreement.
- d) The parties acknowledge that payments (including, but not limited to, those based on a percentage of Medicare) will not reflect CMS Quality Payment Program adjustment factors or incentive payments (e.g., MIPS, APM).

Coding

- e) Company utilizes nationally recognized coding structures including, but not limited to, Revenue Codes as described by the Uniform Billing Code, AMA Current Procedural Terminology (CPT4), CMS Common Procedure Coding System (HCPCS), Diagnosis Related Groups (DRG), ICD-9 (ICD-10 or successor standard) Diagnosis and Procedure codes, National Drug Codes (NDC) and the American Society of Anesthesiologists (ASA) relative values for the basic coding, and description for the services provided. As changes are made to nationally recognized codes, Company will update internal systems to accommodate new codes. Such updates may include changes to Service Groupings. Such changes will only be made when there is no material change in the procedure itself. Until updates are complete, the procedure will be paid according to the standards and coding set for the prior period.

Company will comply and utilize nationally recognized coding structures as directed under applicable Federal laws and regulations, including, without limitation, the Health Insurance Portability and Accountability Act (HIPAA).

- f) Company shall not pay any amounts beyond the amounts set forth in the applicable Service & Rate Schedule, including but not limited to any incentive payments that may be payable under traditional Medicare, except as expressly required by the Agreement or applicable law. Further, the Parties acknowledge and agree that payments under the Medicare program to providers, suppliers, and Medicare Advantage organizations may be adjusted as the result of legislation, regulation, executive order or other federal mandate ("Medicare Payment Adjustment"). Furthermore, any such Medicare Payment Adjustment could result in an increase or decrease in Medicare payments. In accordance with the terms of this Agreement, the Parties agree that, in the event of a Medicare Payment Adjustment, Company's payment to Provider will be adjusted in accordance with the Medicare Payment Adjustment. Company shall adjust payments under this Agreement for Covered Services rendered by Provider on and after the effective date of the Medicare Payment Adjustment, and shall continue to adjust payments to Provider until the earlier of (i) the Medicare Payment Adjustment is discontinued or (ii) is replaced by a subsequent Medicare Payment Adjustment. Medicare Payment Adjustments do not include performance based incentive payments made under traditional Medicare as the result of the Medicare Access and CHIP Reauthorization Act of 2015 (MACRA) and its implementing regulations, as may be amended from time to time.

Commissioners
 Bennie Heath - Chairman
 James T. Shackleford-Vice Chair
 Jerry Jones
 Susan Blizzard
 Derek Burress



County Manager
 Kyle J. DeHaven
 Interim Finance Officer
 Landon Price
 County Attorney
 Gay Stanley

From: Kyle J. DeHaven, County Manager

Re: Closeout; Complex Capital Project Fund

Date: June 6, 2022

A Closeout of the Capital Project Fund for the Complex renovation is needed. The latest amendment of the project has been completed which includes the renovation of the public restrooms, the area formerly occupied by the Veterans, that will house our new HR person when they are formerly hired, the kitchen, as well as the addition of new double entry doors on both sides of the building, and single-entry doors between the buildings. The total budget for the project was \$550,000. A total of \$548,252.99 was spent in total towards the renovation of the facility.

Action Recommended:

Motion to approve the Closeout of the Complex Capital Project Fund

No Board Action is Needed

229 Kingold Blvd., Suite D • Snow Hill, NC 28580 • (252) 747-3446 • FAX (252) 747-3884
www.greenecountync.gov

The mission of Greene County Government is to serve and improve the lives of all citizens by providing high-quality, cost-effective services in an open, professional and ethical environment