



February 4, 2021

Ms. Sharnese Ransome
Executive Director
North Carolina Association of
County Directors of Social Services
3509 Haworth Drive, Suite 402
Raleigh, NC 27609

Dear Sharnese:

Thank you for the opportunity to submit this proposal for the engagement of the Cansler Collaborative Resources, Inc. (CCR) consulting team to assist you and the North Carolina Association of County Directors of Social Services (NCACDSS) in developing and implementing strategies to deal with a changing service environment as outlined in the proposed scope of work below. We remain confident that NCACDSS will benefit from utilizing the broad array of experience and expertise offered by our consulting team. You are welcome to visit our website at www.canslercollaborativeresources.com to review information about our organization, experience, and capabilities.

Based upon communications between you and Sherry Bradsher, and our understanding of your goals, we propose that Cansler Collaborative Resources, Inc. be engaged to provide consultation and assistance within the following general scope of work.

Purpose of Work

Under the direction and guidance of the NCACDSS Executive Director, Cansler Collaborative Resources (CCR) will enhance NCACDSS's efforts to think and act strategically in an environment of constant change and challenge. CCR's activities will be focused on assisting NCACDSS in staying ahead of the curve in this very complex environment rather than operating in a reactive posture. Through an emphasis on prospective planning and preparation, CCR will assist NCACDSS in continuing its leadership in active member engagement and advocacy. The primary focus areas for this statement of work will include Aging and Adult Services, specifically APS and Guardianship, Child Welfare Reform changes at both the state and federal level, and Medicaid Transformation.

Strategies and Activities of Work

1. Inform and educate NCACDSS and the North Carolina Association of County Boards of Social Services (NCACBSS) members on emerging issues that will likely impact the programs they administer and the clients they serve, and develop a feedback mechanism to elicit members' perspectives and expected local implications of said issues.
 - a. Support the monitoring of national and federal policy and program initiatives in human services delivery.
 - b. Conduct literature reviews and best practice research including that done in other states to identify pressing issues and to support NCACDSS priorities.
 - c. Engage members to determine potential impacts to local clients, programs, and funding streams.
2. Prepare NCACDSS and NCACBSS members to respond to these challenges through legislative and state and federal agency advocacy strategies appropriate to North Carolina's organizational and financial structures for human services administration.
 - a. Assist the Executive Director in developing approaches, materials and educational and advocacy campaigns to advance priorities as established by the Executive Director and/or the Executive Committee.
 - b. Support the Executive Director in tracking and reviewing state legislation and proposed Departmental policy initiatives, and assist in analyzing the impacts of any proposed changes.
 - c. Develop repeatable methodologies to ensure ease of execution and interpretation of future impact analyses.
 - d. Offer advice and guidance on potential strategic opportunities available to NCACDSS and NCACBSS and assist in developing mitigation strategies to manage detrimental outcomes.
 - e. Assist the Executive Director in identifying and nourishing strategic partnerships with state, regional and local agencies and organizations sharing similar goals and priorities.
3. Support NCACDSS and NCACBSS members to identify, consider and prioritize strategic initiatives beyond social services administration and program delivery where those initiatives appear to have impact on social service delivery and client outcomes. Example of such includes changes in service provision by LME/MCOs.

Ms. Sharnese Ransome
Executive Director
February 4, 2021
Page Three

Sherry Bradsher and Rebecca Troutman will lead this effort on behalf of the Cansler Collaborative Resources, Inc. team, with other members of our team assisting where their backgrounds and experience may be determined beneficial in achieving the goals of this engagement.

We propose that the effective date of this engagement begin with your acceptance of this proposal or upon that date you may specify below in your acceptance. This engagement is anticipated to continue over a period of twelve-months ending on the last day of the month twelve months subsequent to the effective date. While we anticipate a twelve-month engagement, our agreement may be terminated by either party at any time with a thirty (30) day written notice.

It is our normal policy to provide services on a retainer or project basis, establishing a set monthly fee over a specific project or time period. For purposes of this agreement, we are proposing a retainer fee of five thousand dollars (\$5,000.00) per month over the twelve-month term of the project. Our initial invoice will be dated at the end of the first month after the effective date of the engagement, with subsequent invoices being sent at the end of each subsequent month. The monthly fee will be prorated for any partial month of service. Our fees are due within fifteen (15) days of invoice. Our services may be suspended if payment is not received within 30 days of the due date.

In addition to the above-stated fees, any expenses incurred for reasonable and necessary out-of-town travel, meeting expenses, or other out-of-pocket costs incurred will be billed monthly. Any mileage costs will be billed at the rate established by the Internal Revenue Service. You will be advised in advance of any anticipated expenses other than travel costs incurred for scheduled meetings or other costs incurred at your request.

It is our practice to send our invoices electronically to an individual or individuals designated by the client as indicated in the acceptance section below. At your request, we can also provide a duplicate invoice via the US Postal Service.

Any and all proprietary and confidential information related to our efforts on behalf of NCACDSS of which any employee of CCR might become aware as a result of the engagement, will be held in confidence and not be disclosed to any other individual or organization without the understanding and consent of NCACDSS, or unless under the direction of a court order.

It must be understood that our firm provides assistance to a number of businesses and organizations within the health and human services, state and local government environment. We are very cautious about conflicts of interest and will not become involved in competition or controversies between clients. Currently, in reviewing the scope of work set forth above, we have not identified any direct conflicts. You will be notified should any potential conflict arise so that options may be evaluated.

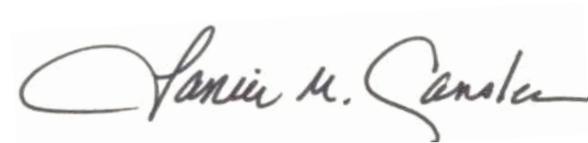
Ms. Sharnese Ransome
Executive Director
February 4, 2021
Page Four

We hope you find this proposal outlining the engagement is consistent with your needs, and you find the terms acceptable. If so, please provide an authorized signature on the acceptance statement below and provide me with a copy of this letter, demonstrating acceptance. We will be pleased to review and execute any additional documents that may be required by NCACDSS to implement this engagement.

Once you have had the opportunity to review this proposal, please do not hesitate to contact me with any questions. If you have any issues or concerns about this proposal or desire modifications, we will be pleased to discuss possible solutions to better meet your needs.

We look forward to providing this assistance and once again becoming a part of the NCACDSS team!

Sincerely,



Lanier M. Cansler
President

ACCEPTANCE OF FEBRUARY 4, 2021 PROPOSAL:

As an authorized representative of the North Carolina Association of County Directors of Social Services, I accept the above proposal submitted by Cansler Collaborative Resources, Inc.

Signed:

Authorized Representative

Print Name

Title

Date

Name and Email Address for Invoices

Desired Effective Date if Other Than Date of Acceptance