



**SAMPSON COUNTY
BOARD OF COMMISSIONERS
MEETING AGENDA
August 5, 2013**

7:00 pm	Convene Regular Meeting - County Auditorium	
	Invocation and Pledge of Allegiance	
	Approve Agenda as Published	
Tab 1	Roads	1
	a. Introduction of NCDOT Board Member	
	b. Monthly Report on Secondary Roads Projects	
Tab 2	Planning & Zoning	
	a. <u>RZ-6-13-1</u> Request to Rezone 0.91 Acres at 3101 Wilmington Highway from RA-Residential Agriculture to C-Commercial	2 - 7
Tab 3	Reports & Recognitions	
	a. Recognition of Midway High School Baseball Team	8 - 11
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	b. Public Hearing - Naming of Private Roads	85 - 86
	c. Scheduling of Second Monthly Meetings Regarding Budget Issues	87 - 88
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	• Transportation Advisory Board	
	• JCPC Board	
	• Social Services Board	
	• Community College Board of Trustees	
	• Convention and Visitors Bureau	
	• Adult Care Home Community Advisory Committee	
	• Jury Commission	
	• Workforce Development Commission	
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	a. Approve execution of Funding Agreement for Urgent Repair Program grant funding from the North Carolina Housing Finance Agency	104 - 114
	b. Approve Urgent Repair Program Assistance Policy for 2013 Funding Cycle	115 - 121
	c. Authorize surplus and transfer of Ford E350 Passenger Van from Sampson County Sheriff's Office to Duplin County Sheriff's Office	122

Tab 5	d. Approve renewal of solid waste container sites leases for Spivey's Corner, Ingold, Harrells and Mt. Gilead container sites	123 - 133
contin.	e. Approve Contract for Planning Services between Sampson County and the City of Clinton	134 - 136
	f. Approve DSS Attorney Contracts with Warrick and Bradshaw, P.A. (Primary Contract, contract #13) and Howard and Bradshaw, PLLC (Secondary Contract, contract #14) for fiscal year 2013-2014	137 - 178
	g. Approve disabled veterans tax exclusion applications from Sadie S. Lee and Willie D. Barksdale	179 - 188
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County Manager Reports

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Closed Session - GS 143-318.11(a)(4) Industrial Recruitment

Adjournment

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 1 (a-b)

Meeting Date: August 5, 2013	<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input checked="" type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
	<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue
	<input type="checkbox"/>			

SUBJECT: Roads

DEPARTMENT: Department of Transportation

PUBLIC HEARING: No

CONTACT PERSON: Karen Fussell, Division Engineer
Michael Lee, NCDOT Board Member
Len Reynolds, District Engineer
Keith Eason, Highway Engineer

PURPOSE: Introduction of NC DOT Board Member representing Sampson
County; monthly roads report

ATTACHMENTS: None

BACKGROUND: (a) NCDOT Division Engineer Karen Fussell will introduce
Michael Lee, the NCDOT Board member who represents
Sampson County. Mr. Lee may wish to share his perspectives
on current and future regional projects.

 (b) Mr. Keith Eason will provide the Board with its monthly
report on secondary roads projects.

RECOMMENDED No action necessary
ACTION OR MOTION:

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 2

Meeting Date: August 5, 2013	Information Only	<input checked="" type="checkbox"/>	Public Comment
	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input checked="" type="checkbox"/> Action Item	<input checked="" type="checkbox"/>	Planning/ Zoning
	Consent Agenda	<input type="checkbox"/>	Water District Issue

SUBJECT: Planning Issues (re-scheduled from the July 1, 2013 meeting)

DEPARTMENT: Clinton-Sampson Planning and Zoning

PUBLIC HEARING: Yes - all

CONTACT PERSON: Mary Rose, Planning Director

PURPOSE: To consider actions on planning and zoning items as recommended by Planning Board

ATTACHMENTS: Planning Staff Memorandum; Planning Board Minutes; Maps

BACKGROUND: RZ-6-13-1 Planning staff will review a request to rezone approximately 0.91 acres located at 3101 Wilmington Highway from RA-Residential Agriculture to C-Commercial. The Planning Board has heard certain findings of fact (as shown in attached documents) and determined that the request is consistent with the goals and objectives of the Sampson County Land Use Plan due to the fact the property is located along a major thoroughfare where commercial development is encouraged. Based upon these findings, the Planning Board unanimously recommended **approval** of the rezoning request and the adoption of a zoning consistency statement.

RECOMMENDED ACTION OR MOTION: Motion to approve rezoning request RZ-6-13-1 accepting the presented findings of fact and making the following zoning consistency statement: *Whereas, in accordance with the provisions of North Carolina General Statute 153A-341, the Sampson County Board of Commissioners does hereby find and determine that the recommendations of the ordinance amendment RZ-6-13-1 is consistent with the goals and objectives of the Sampson County Land Use Plan and other long range planning documents due to the fact that this property is located along a major thoroughfare where commercial development is encouraged.*

MEMORANDUM

CLINTON - SAMPSON PLANNING AND DEVELOPMENT
227 LISBON STREET
CLINTON, NC 28328

To: Ed Causey, County Manager
From: Mary M. Rose, Planning Director 
Subject: June 24, 2013 Sampson County Planning and Zoning Board Meeting -
County Board of Commissioners July 1, 2013 Agenda Item
Date: June 24, 2013

The following request was addressed by the Planning and Zoning Board at their June 24, 2013 meeting:

RZ-6-13-1 - A rezoning request by Charlie James Carr to rezone approximately 0.91 acres located 3101 Wilmington Hwy from RA-Residential Agriculture to C-Commercial was unanimously recommended by the Board with the following findings of fact and zoning consistency statement:

Findings of Fact:

1. Charlie and Joyce Carr have signed the rezoning application as the owners of the property under consideration.
2. This rezoning will include approximately 0.91 acres as shown on the location map.
3. This portion of the property is currently zoned RA-Residential Agriculture. (see attached site map)
4. This property is located along Wilmington Hwy, US Highway 421 and was recently recombined with the existing property on the corner of Hwy 421 and Willard Road which is currently zoned C Commercial. The properties adjoining to the north, south, east, and west are zoned RA-Residential Agriculture.
5. All adjacent property owners within 100' have been notified by mail.

Zoning Consistency Statement:

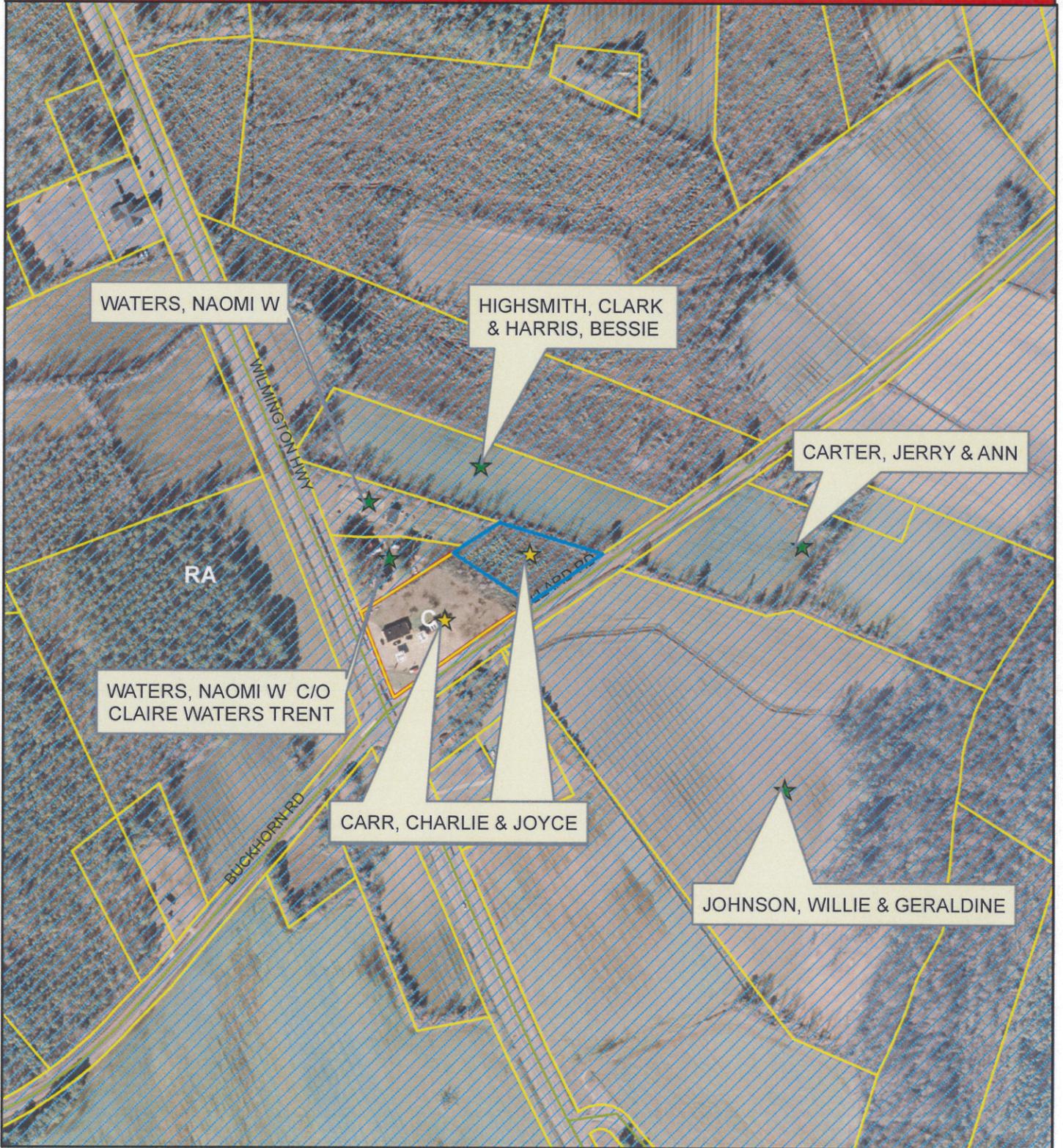
Whereas, in accordance with the provisions of North Carolina General Statute 153A-341, the Sampson County Planning Board does hereby find and determine that the recommendation of the ordinance amendment RZ-6-13-1 is consistent with the goals and objectives of the Sampson County Land Use Plan and other long range planning documents due to the fact this property is located along a major thoroughfare where commercial development is encouraged.

Please contact my office with any questions or comments.

cc: Susan Holder, Assistant County Manager

attachments

RZ-6-13-1 Charlie Carr 3101 Wilmington Highway



★	Proposed Property	□	C - Commercial
★	Property Owners Within 100'	▨	RA - Residential Agriculture



MINUTES OF THE SAMPSON COUNTY
PLANNING AND ZONING BOARD

Meeting Date

June 24, 2013

Members Present

Billy Cottle
Sherri Smith
Debra Bass
Scott Brown
Gary Mac Herring
Angela Marco

Members Absent

Clayton Hollingsworth

Minutes Approved

Upon a motion by Billy Cottle, seconded by Clayton Sherri Smith, the minutes of the May 23, 2013 meeting were unanimously approved as presented.

V-6-13-1

A variance request by Girther D. Fryar at 390 Cornwallis Road from Section 5.1 of the Sampson County Zoning Ordinance with regard to continuance of non-conforming buildings. (See attached site plan and photo)

Staff has prepared the following findings of fact for consideration by the Planning Board:

1. Girther D. Fryar has signed the variance application as the owner of the property under consideration.
2. The property is currently zoned RA-Residential Agriculture. (See attached location map)
3. The lot is approximately 0.44 acres (19,166 sq. ft.) as shown by the Sampson County Tax Office.
4. The existing building does have an existing well and septic tank.
5. The applicant is proposing to reconnect power to an existing residence that does not currently meet the minimum 50 foot front or 15 foot side setback required in an RA- Residential Agriculture district. (See Section 3.3.1 of the Sampson County Zoning Ordinance)
6. The property under consideration has been posted.

After Board discussion, Gary Mac Herring made a motion to approve the request as presented, seconded by Sherri Smith.

Ayes: Unanimous

V-6-13-2

A variance request Jose and Guadalupe Garcia at 5185 Hobbton Highway from Section 5.1 of the Sampson County Zoning Ordinance with regard to continuance of non-conforming buildings. (See attached site plan and photo)

Staff has prepared the following findings of fact for consideration by the Planning Board:

1. Guadalupe Garcia has signed the variance application as the owner of the property under consideration.
2. The property is currently zoned RA-Residential Agriculture. (See attached location map)

3. The existing lots are approximately 0.71 acres (30,927 sq. ft.) as shown by the Sampson County Tax Office.
4. There is an existing well and septic tank on the property.
5. The applicant is proposing to reconnect power to an existing residence that does not currently meet the minimum 50 foot front setback required in an RA- Residential Agriculture district. (See Section 3.3.1 of the Sampson County Zoning Ordinance)
6. The property under consideration has been posted.

Upon a motion made by Billy Cottle to approve the variance as presented, and seconded by Debra Bass, the variance was approved as presented.

V-6-13-3

A variance request by Keith D. Britt at 2557 Dudley Road from Sections 5.1 and 5.5 of the Sampson County Zoning Ordinance with regard to extension of a non-conforming use. (See attached site plan and photo)

Staff has prepared the following findings of fact for consideration by the Planning Board:

1. Keith Britt has signed the variance application as the owner of the property under consideration.
2. The property is currently zoned RA-Residential Agriculture. (See attached location map)
3. The lot is approximately 0.94 acres (40,946 sq. ft.) as shown by the Sampson County Tax Office.
4. The applicant is proposing a 24 x 45 foot addition that would be attached to the existing residence by a 4x4 foot covered breezeway. The existing residence does not currently meet the minimum 50 foot front setback required in an RA- Residential Agriculture district. (See Section 3.3.1 of the Sampson County Zoning Ordinance)
5. The proposed addition would meet all front, side and rear setbacks.
6. The property under consideration has been posted.

Upon a motion made by Sherri Smith to approve the variance as presented, and seconded by Angela Marco, the variance was approved as presented.

Ayes: Unanimous

V-6-13-4

A variance request by Marvin Vallecillo at 174 Wells Chapel Church Road from Section 5.1 of the Sampson County Zoning Ordinance with regard to continuance of non-conforming buildings. (See attached site plan and photo)

Staff has prepared the following findings of fact for consideration by the Planning Board:

1. Marvin Vallecillo has signed the variance application as the owner of the property under consideration.
2. The property is currently zoned RA-Residential Agriculture. (See attached location map)
3. The lot is approximately 0.41 acres (18,046 sq. ft.) as shown by the Sampson County Tax Office.
4. The applicant is proposing to reconnect power to an existing residence that does not currently meet the minimum 50 foot front or 15 foot side setback required in an RA- Residential Agriculture district. (See Section 3.3.1 of the Sampson County Zoning Ordinance)
5. There is an existing well and septic tank on the property.
6. The property under consideration has been posted.

Upon a motion made by Gary Mac Herring to approve the variance as presented, and seconded by Billy Cottle, the variance was approved as presented.

Ayes: Unanimous

RZ-6-13-1

Charlie James Carr – 3101 Wilmington Highway

A rezoning request by Charlie James Carr to rezone approximately 0.91 acres located 3101 Wilmington Hwy. from RA-Residential to C-Commercial. (See attached location map)

EVIDENCE PRESENTED. Ms. Rose presented the Planning Board with the following findings of fact for consideration:

1. Charlie and Joyce Carr have signed the rezoning application as the owners of the property under consideration.
2. This rezoning will include approximately 0.91 acres as shown on the location map.
3. This portion of the property is currently zoned RA-Residential Agriculture. (see attached site map)
4. This property is located along Wilmington Hwy, US Highway 421 and was recently recombined with the existing property on the corner of Hwy 421 and Willard Road which is currently zoned C Commercial. The properties adjoining to the north, south, east, and west are zoned RA-Residential Agriculture.
5. All adjacent property owners within 100' have been notified by mail.

Zoning Consistency Statement:

Whereas, in accordance with the provisions of North Carolina General Statute 153A-341, the Sampson County Planning Board does hereby find and determine that the recommendation of the ordinance amendment RZ-6-13-1 is consistent with the goals and objectives of the Sampson County Land Use Plan and other long range planning documents due to the fact this property is located along a major thoroughfare where commercial development is encouraged.

DECISION. Sherri Smith made a motion to recommend approval of this request as presented with the above zoning consistency statement, seconded by Gary Mac Herring and unanimously recommended by the Board.

Ayes: Unanimous

There being no further business, the meeting was adjourned at 7:00 p.m.

Chairman

Secretary

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO.

3 (a)

Meeting Date: August 5, 2013	<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input checked="" type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input checked="" type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
	<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue
	<input type="checkbox"/>		<input type="checkbox"/>	

SUBJECT: Recognition of Midway High School Baseball Team

DEPARTMENT: Governing Body

PUBLIC HEARING: No

CONTACT PERSON: Chairman Billy Lockamy

PURPOSE: To recognize the Midway High School Raiders Baseball Team for their runner-up position in the state NCHSAA 1-A Championship

ATTACHMENTS: Resolution

BACKGROUND: At the suggestion of Commissioner Strickland, we have invited Coach Jason Fussell and members of the 2013 Midway High School Raiders baseball team to the Board meeting to be recognized for their accomplishments. The Raider's successful year was capped off by a runner-up finish in the State NCHSAA 1-A Championship series.

A resolution honoring the team has been prepared for Board consideration and presentation to the Coach and his team.

RECOMMENDED ACTION OR MOTION: Adopt resolution and present copy to Coach Fussell



Resolution Honoring the Midway High School Raiders NCHSAA 1-A Baseball State Championship Runners-Up

Whereas, we realize that participation in organized athletics helps to build character and teaches a wholesome sense of fair play and good sportsmanship among our youth; and

Whereas, a striking example of this has been brought to our attention in the achievement of the 2013 Midway High School Raiders baseball team, who capped off their winning season as runners-up in the NCHSAA 1-A State Championship series; and

Whereas, special commendation is due each team member, to Head Coach Jason Fussell, to every assistant coach and trainer, and to all those administrators, teachers, parents, families and friends loyally supported the Raider team on their successful season.

Now, Therefore, Be It Resolved that the Board of Commissioners of the County of Sampson does hereby extend this expression of our pride in your accomplishment, and our appreciation for the fine publicity you have brought to our community by your exceptional display of good sportsmanship, motivation and inspired team play.

Adopted this 1st day of July, 2013.

Billy C. Lockamy, Chairman
Sampson County Board of Commissioners

Susan J. Holder, Clerk to the Board

Recommend

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fayobserver.com

Published: 12:00 AM, Tue Jun 11, 2013

Midway's Taylor Calcutt, Coach Jason Fussell tops in region high school baseball



Staff photo by Jason Edward Chow

Midway's Tyler Calcutt pitches against South Stanly at NewBridge Bank Park in Greensboro, North Carolina

By **Earl Vaughan Jr.**

Scholastic sports editor

Taylor Calcutt and his Midway High School baseball teammates are doing anything but mourning over their recent loss to South Stanly in the N.C. High School Athletic Association 1-A baseball title series.

"We can take a lot from the state championship series," said Calcutt, a junior. "We showed we can't give up, and we did really good this year, obviously."

Calcutt had a lot to do with the success the Raiders enjoyed, as did his coach, Jason Fussell. They are this year's Fayetteville Observer All-Cape Fear region baseball player and coach of the year.

Calcutt admitted after Midway lost the opening game of the title series to South Stanly, the Raiders were down.

"We said we had to keep fighting," he said. "It was a best-of-three series for a reason."

Midway rebounded to win the second game, then fell behind 12-2 in the final game of the series.

"We could get run-ruled or make it a game," Calcutt said. "We ended up bringing it back to 14-12. It was a good game all the way around. We showed we can't give up."

Calcutt is maintaining a positive attitude about Midway's chances for a state title next season as he's one of several key players from this year's team that will return.

"I think the biggest thing is our closeness," he said. "We are like a family. We've been together since we were little boys, all like brothers."

"There is never any drama. We played like a team and did everything it took to win, whether it was laying down a bunt or giving yourself up to benefit the whole team."

Fussell said there is no magic formula to the success the Midway baseball program has enjoyed in recent years. It comes from the community.



Fussell

"We've got a lot of people in this area that care about baseball and sports in general," he said. "Most of the kids in our area start travel ball at 7 or 8-years-old. We've got a good feeder program that has been started by a number of individuals, and they take a lot of pride in it."

Fussell said another factor is that the Midway team focuses on baseball, not on its opponents.

"If we were playing South Stanly, we didn't talk about South Stanly," he said. "We played the game, and let the game dictate the outcome. That's big for high school kids to be able to buy into one philosophy and stick with it."

Like Calcutt, he is optimistic about the future and uses the state title series as a positive memory.

"If you come up with the short end of the stick, there is always another opportunity," Fussell said. "We were six inches away from tying up that last game when we were down 12-2."

"That's a lot of mental toughness on the kids' part. I think they definitely showed a lot of heart. There is nothing they can hang their heads about."

There will be one big difference next season when Midway makes another title bid. Because of the realignment of the state's conferences by the N.C. High School Athletic Association, the Raiders will be moving up to the 2-A classification.

"I definitely think we can be in contention," Fussell said. "Luck plays a lot into it, but the group of kids we've got can find themselves with the opportunity."

The Raiders will suffer some graduation losses, but Fussell is confident the holes can be filled. "That's what we play summer baseball and practice for," he said. "Somebody will come up and earn a spot."

Scholastic sports editor Earl Vaughan Jr. can be reached at vaughane@fayobserver.com or 486-3519.

Recommend 26

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO.

3 (b)

Meeting Date: August 5, 2013	<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input checked="" type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
	<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue
	<input type="checkbox"/>		<input type="checkbox"/>	

SUBJECT: Recognition of Retirees

DEPARTMENT: Governing Body

PUBLIC HEARING: No

CONTACT PERSON: Chairman Billy Lockamy

PURPOSE: To recognize recently retired County employees for their dedicated service

ATTACHMENTS: None

BACKGROUND: The following individuals have retired from County service as of August 1, 2013:

Sandra L. Britt, Finance (1997-2013)
John F. Conerly, Sheriff's Department (1999-2013)
Sylvester C. Wilson, Detention Center (2005-2013)

RECOMMENDED ACTION OR MOTION: Present those able to attend with county plaques in recognition of their service

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 4 (a)

Meeting Date: August 5, 2013	<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input checked="" type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
	<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue

SUBJECT: Update on and Approval of Medicaid Transportation Contracts

DEPARTMENT: Social Services

PUBLIC HEARING: No

CONTACT PERSON: Sarah Bradshaw, DSS Director

PURPOSE: To hear an update on the provision of non-emergency Medicaid transportation services in Sampson County; to consider approval of contracts for fiscal year 2013-2014

ATTACHMENTS: Primary, Secondary and Specialized Contract for Medicaid Transportation

BACKGROUND: DSS Director Sarah Bradshaw will provide a status report on the provision of non-emergency Medicaid transportation services during July. Now that the budget has been adopted, the Department has submitted for approval a primary contract for Van-Go, a secondary contract for Enroute Transportation, and a specialized services contract with Sampson Area Transportation for dialysis patients - all effective August 1, 2013.

PRIOR BOARD ACTION: Board authorized award of bid and contracting with dual vendors on July 16, 2013

RECOMMENDED ACTION OR MOTION: Approve contracts as submitted

**CONTRACT #1 FISCAL YEAR BEGINS AUGUST 1, 2013 ENDS JUNE 30, 2015
MEDICAID TRANSPORTATION SERVICES (PRIMARY CONTRACT)**

This contract is hereby entered into by and between the Sampson County Department of Social Services (the "County") and Van-Go Transportation, Inc. (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number is 46-2254875 and DUNS Number (*optional*). N/A

1. Contract Documents: This Contract consists of the following documents:

- (1) This contract
- (2) The General Terms and Conditions (Attachment A)
- (3) The Scope of Work, description of services, and rate (Attachment B)
- (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
- (5) Conflict of Interest (Attachment D)
- (6) No Overdue Taxes (Attachment E)
- (7) Federal Certification Regarding Environmental Tobacco Smoke (Attachment F)
- (8) Federal Certification Regarding Lobbying (Attachment G)
- (9) Federal Certification Regarding Debarment (Attachment H)
- (10) HIPAA Business Associate Addendum (Attachment I)
- (11) Certification of Transportation (Attachment J)
- (12) Contract Determination Questionnaire

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

2. Precedence among Contract Documents: In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

3. Effective Period: This contract shall be effective on August 1, 2013 and shall terminate on June 30, 2015,

4. Contractor's Duties: The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

5. County's Duties: The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$715,380.00 per fiscal year. This amount consists of \$715,380.00 in Federal funds (CFDA #93.645), \$ 0. in State Funds, \$0. in County funds

a. There are no matching requirements from the Contractor.

b. The Contractor's matching requirement is \$ _____, which shall consist of:

<input type="checkbox"/> In-kind	<input type="checkbox"/> Cash
<input type="checkbox"/> Cash and In-kind	<input type="checkbox"/> Cash and/or In-kind

The contributions from the Contractor shall be sourced from non-federal funds.
The total contract amount including any Contractor match shall not exceed \$715,380.00.

6. Reporting Requirements:

Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular A-133. and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

7. Payment Provisions:

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work detailed in Attachment B, Item E.

8. Contract Administrators: All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the County:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Sarah W. Bradshaw, Director	Name & Title	Sarah W. Bradshaw, Director
County	Sampson	County	Sampson
Mailing Address	PO Box 1105	Street Address	360 County Complex Rd, suite 100
City, State, Zip	Clinton, NC 28329	City, State, Zip	Clinton, NC 28328
Telephone	910-592-7131		
Fax	910-592-4297		
Email	sarah.bradshaw@sampsondss.net		

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Azzam Osman, President	Name & Title	Azzam Osman, President
Company Name	Van-Go Transportation, Inc.	Company Name	Van-Go Transportation, Inc.
Mailing Address	801 Tilghman Dr., Suite D	Street Address	801 Tilghman Dr., Suite D
City State Zip	Dunn, NC 28334	City State Zip	Dunn, NC 28334
Telephone	910-230-0400		
Fax	910-230-0404		
Email	assamosman@yahoo.com		

9. Supplementation of Expenditure of Public Funds:

The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.

10. Disbursements:

As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

- (a) Implement adequate internal controls over disbursements;
- (b) Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;
- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

11. Outsourcing to Other Countries:

The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

12. Federal Certifications:

Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

13. Specific Language Not Previously Addressed:

This contract is conditioned upon DSS verifying that the Contractor meets all Contract requirements. No units will be referred to the Contractor until DSS has verified all Contract requirements are met. After the initial verification, if it becomes apparent the requirements are no longer being met, the Contract will be suspended until such time that the requirements are met.

14. Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

The Contractor and the County have executed this contract in triplicate originals, with one original for Contractor, one for County and one for the Finance Office.

_____ Signature	_____ Date
<u>Azzam Osman</u> Printed Name	<u>President</u> Title

SAMPSON COUNTY

_____ Signature	_____ Date
<u>Sarah W. Bradshaw</u> Printed Name	<u>Director</u> Title

_____ Signature <i>(must be legally authorized to sign contracts for County)</i>	_____ Date
<u>Edwin W. Causey</u> Printed Name	<u>County Manager</u> Title

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

_____ Signature	_____ Date
<u>David K. Clack</u> Printed Name	<u>County Finance Officer</u> Title

**ATTACHMENT A
GENERAL TERMS AND CONDITIONS**

Relationships of the Parties

Independent Contractor: The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the County.

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the County. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may:

- (a) Forward the Contractor's payment check(s) directly to any person or entity designated by the Contractor, or
- (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).

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

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the County and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County and any of their officers, agents and employees, from any claims of third parties arising out or any act or omission of the Contractor in connection with the performance of this contract.

Insurance: During the term of the contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

- (a) **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
- (b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) **Automobile Liability Insurance:** The Contractor shall provide automobile liability insurance with a combined single limit of \$500,000.00 for bodily injury and property damage; a limit of \$500,000.00 for uninsured/under insured motorist coverage; and a limit of \$2,000.00 for medical payment coverage. The Contractor shall provide this insurance for all automobiles that are:
 - (a) owned by the Contractor and used in the performance of this contract;
 - (b) hired by the Contractor and used in the performance of this contract; and
 - (c) Owned by Contractor's employees and used in performance of this contract ("non-owned vehicle insurance"). Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner's liability insurance.

The Contractor is not required to provide and maintain automobile liability insurance on any vehicle – owned, hired, or non-owned -- unless the vehicle is used in the performance of this contract.

- (d) The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.
- (e) The Contractor understands and agrees that the insurance coverage minimums specified in subparagraph (a) are not limits, or caps, on the Contractor's liability or obligations under this contract.
- (f) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.
- (g) The Contractor may obtain a waiver of any one or more of the requirements in paragraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.
- (h) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Contractor and is of the essence of this contract.
 - (i) The Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.
 - (j) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.
 - (k) The Contractor shall require its subcontractors to comply with the requirements of this paragraph.
 - (l) The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance to the County before the Contractor begins work under this contract.

Transportation of Clients by Contractor:

The contractor will maintain Insurance requirements if required as noted under Article 7 Rule R2-36 of the North Carolina Utilities Commission.

Default and Termination

Termination Without Cause: The County may terminate this contract without cause by giving 30 days written notice to the Contractor.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable

compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the County of any default or breach in compliance with the terms of this contract by the Provider shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the County and the Contractor and attached to the contract.

Availability of Funds: The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the County.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this contract are the exclusive property of the County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

Federal Intellectual Property Bankruptcy Protection Act: The Parties agree that the County shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

Compliance with Applicable Laws

Compliance with Laws: The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Title VI, Civil Rights Compliance: In accordance with Federal law and U.S. Department of Agriculture (USDA) and U.S. Department of Health and Human Services (HHS) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. Under the Food Stamp Act and USDA policy, discrimination is prohibited also on the basis of religion or political beliefs.

Equal Employment Opportunity: The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the County determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the County may require to ensure compliance.

Trafficking Victims Protection Act of 2000 :

The Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104)

Executive Order # 24: It is unlawful for any vendor, contractor, subcontractor or supplier of the state to make gifts or to give favors to any state employee. For additional information regarding the specific requirements and exemptions, contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the County. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute

147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Division. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

Warranties and Certifications

Date and Time Warranty: The Contractor warrants that the product(s) and service(s) furnished pursuant to this contract ("product" includes, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) that perform any date and/or time data recognition function, calculation, or sequencing will support a four digit year format and will provide accurate date/time data and leap year calculations. This warranty shall survive the termination or expiration of this contract.

Certification Regarding Collection of Taxes: G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Contractor certifies that it and all of its affiliates (if any) collect all required taxes.

Miscellaneous

Choice of Law: The validity of this contract and any of its terms or provisions, as well as the rights and duties of the

parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be the county in which the contract originated. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be the county where the contract originated, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates established in County policy.

Sales/Use Tax Refunds: If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

ATTACHMENT B SCOPE OF WORK

Contract #1

Federal Tax Id. 46-2254875

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Van-Go Transportation, Inc.
2. *If different* from Contract Administrator Information in General Contract:
Address SAME
3. Name of Program (s): Medicaid Transportation
4. Status: Public Private, Not for Profit Private, For Profit
5. Contractor's Financial Reporting Year January 1 through December 31

B. Explanation of Services to be provided and to whom (include SIS Service Code):

To provide appropriate Non-Emergency Medical transportation to fully eligible clients certified for Medicaid:

- A copy of the Certificate of Insurance must be submitted to the County on an annual basis. The Contractor must meet statutory requirements for their classification and operator responsibilities. Currently, \$1.5 million liability insurance coverage is required on vehicles with a seating capacity of 15 passengers or less and bodily injury insurance per individual pursuant to NC Utilities Commission Chapter 2, Article 7, Rule 02-36.
- If a commercial vehicle (16 passengers or more) is used to provide client transportation services, the Contractor must provide a copy of the Private Contractor's Certificate of Insurance documenting that the County's Director or designee is an "additional insurer." Current liability insurance coverage is \$5 million for commercial vehicles.
- The Contractor shall report any changes in insurance provider, business ownership or management, or exclusion from participation in Medicare or NC Medicaid to the County within twenty-four (24) hours of the change.
- All insurance claims or inquiries will be handled directly through the Contractor.
- The Contractor will ensure that the driver(s), operating the vehicle for the service, that is being provided, is at least 18 years of age and holds a valid operator's license issued by the North Carolina Division of Motor Vehicles appropriate to the vehicle(s), which will be used to transport the County's clients in accordance with the General Statutes of North Carolina.
- Each vehicle used to transport the County's clients must have a valid State registration and State inspection. The Contractor will notify the County within fifteen (15) days if a vehicle has been added or removed from the fleet..
- The Contractor will participate in an ongoing random alcohol and drug testing program which meets the requirements of the Federal Transit Authority. The Contractor is contractually obligated to pay for the alcohol and drug testing program.
- The Contractor shall perform criminal background checks on all drivers prior to employment and every three years thereafter to ensure the driver has not been convicted of or plead guilty to felony drug charges, assault, abuse and/or neglect, murder, exploitation, terrorism or sex offenses.
- The Contractor will have a driver screening policy and review the driving record of all drivers who transport recipients every 12 months. Drivers must have no more than two chargeable accidents or moving violations in the past three years and must not have a driver's license suspension or revocation within the past five years.
- The Contractor will maintain records documenting compliance with all vehicle and employee requirements specified above.
- The Contractor shall agree that no more than one quarter of one percent of all trips be missed by the Contractor during the course of the contract year.
- The Contractor shall meet on-time performance standards such that no more than five percent of trips should be late for recipient drop off to their appointment per month.
- The Contractor will provide names of all owners, managers, management entities and subcontractors to the County.
- The Contractor will notify the County of any owners, managers, management entities and subcontractors that have been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid or CHIP since the inception of those programs.
- The Contractor will notify the County within 35 days of the date of a request, full and complete information concerning the ownership of any subcontractor with whom a transaction totaling more than \$25,000.00 during the 12 month period ending on the date of the request and of any significant business transactions between the Contractor and any wholly owned supplier/subcontractor during the 5 year period ending on the date of the request.

- All books and records maintained by the Contractor pertaining to this agreement will be open and made available for on-site monitoring by the County and all other levels of State and Federal personnel during normal business hours and upon reasonable notice for the purpose of inspections and audits.
- The Contractor shall report information to the County for each recipient who fails to be available for a scheduled transportation pick up (no-shows) on a daily basis, and information about cancellations on a monthly basis. The County does not pay for no-shows or driver wait time.
- The Contractor shall record and provide to the County a record of all recipient complaints which deal with matters under the Contractor's control. The record shall contain the recipient's name, recipient's Medicaid identification number, date the complaint was made, the nature of the complaint and what steps were taken to resolve the complaint.
- The Contractor will have a written policy and procedure regarding how drivers handle and report incidents, including client emergencies, vehicle breakdowns, accidents and other service delays.
- The Contractor will use the provided transportation billing codes on invoices to the county DSS that are submitted for payment of services provided.
- The County will make specific written referrals to the Contractor by 5:00 PM each County workday with the date of all scheduled trips. It is the responsibility of the Contractor to pick up all referrals from the County by 5:00 PM each County workday. The referral will include the name of the client, Medicaid Individual ID Number, date of requested service, medical provider destination, appointment time, directions to client's home (address and telephone number), and any special needs; i.e., attendant is needed to ride with the client, and the client's ambulation needs. The County may make additional request by telephone and follow up with a faxed referral for same day travel for urgent situations. The Contractor will provide transportation as needed, twenty-four hours a day, seven days a week.
- The Contractor will ensure that only services and stops will be provided as specified on the transportation referral.
- The Contractor must ensure all local oncology and dialysis patients are picked up no later than thirty (30) minutes from completion of their medical visit.
- The County will arrange for an attendant to assist a client when deemed medically necessary by a physician. At other times, the Contractor is required to provide minimal assistance to clients, when needed.
- The Contractor must use proper judgment in meeting the needs of the County's clients. Although frequent stops are not acceptable, the client's request to stop at a restroom or to attend to other urgent health matters would be acceptable.
- All of the Contractor's employees that will be transporting the County's clients to medical providers must wear uniforms. The uniforms must have the names of the Contractor and the employee clearly visible on them. The Contractor must maintain an adequate fleet of vehicles and drivers to accommodate the needs of the County's clients. As the demand for utilization increases, the fleet and drivers must increase proportionately. The fleet of vehicles must be properly equipped to meet the special needs of all of the County's clients. The fleet should be equipped to transport wheelchairs, motorized scooters and any other device or equipment utilized by the County's clients.
- The Contractor will provide initial and ongoing training to all of their staff on acceptable customer service and ethical behavior.
- The Contractor will maintain all vehicles used at all times to provide this service in a safe and operable condition. Safe and operable condition means, the vehicle must be able to pass a North Carolina safety inspection at all times, and have working heat and air conditioning. All vehicles must be furnished with telephones or radios for emergency situations. Vehicles transporting clients covered by this contract must have decals that identify the Contractor. When transporting the County's clients, all federal and state requirements must be followed concerning child restraints. Further, the Contractor shall comply with all applicable laws, ordinances, codes, rules, and regulations in performing the service called for in this agreement. This includes respecting the confidentiality rights of the County's clients. The Contractor must also comply with Title VI of the Civil Rights Act of 1964 as provided in 45 C.F.R. Section 80.3(b), that reads "A recipient under any program to which this part applies may not, directly or through contractual or other arrangements, on grounds of race, or color, or national origin: Deny an individual any service, financial aid, or other benefit provided under this program, or provide any service, financial aid, or other benefit to an individual which is different, or is provided in a different manner, from that provided to others in the program. In complying with Title VI of the Civil Rights Act of 1964, the Contractor must ensure that effective bilingual/interpreter services and or telephone language lines are provided to serve the needs of the County's limited English-speaking clients.
- The Contractor must maintain an adequate fleet of vehicles and staff to ensure clients are not subjected to excessive wait times even if this requires additional trips. Clients with appointments within a 60-mile radius from their home should not be picked up more than two hours in advance of their scheduled appointments. The Contractor will ensure that clients reach their appointments on time and should not have to wait over one hour upon completion of their appointment to be picked up for their return transport home. The Contractor will ensure that at least two vehicles will be sent for the Raleigh, Durham, and Chapel Hill appointments. At least one vehicle should be dispatched for morning appointments and at least one vehicle dispatched for afternoon appointments in order to prevent excessive wait times for clients when going to or returning home from their appointment. In the event an unforeseen situation arises that will prevent the Contractor from transporting clients to their appointments on time, the Contractor should notify the County immediately.
- The Contractor will meet monthly, for the first three months of this contract period, with the County to discuss and resolve any issues between either parties. At the end of this period, the Contractor and the County will meet at least bi-monthly.

C. Rate per unit of Service (reimbursable mile driven):

Negotiated County Rate - \$1.85 per reimbursable mile. Maximum reimbursement under this contract is \$715,380.00 per fiscal year.

D. Number of units to be provided:

Estimated 386,690 reimbursable miles per fiscal year with a maximum reimbursement of \$715,380.00 per fiscal year.

E. Details of Billing process and Time Frames:

Contractor will submit to the County on or before the 5th day of the month after the month of service an invoice based on the rates in Section C above for the cost of the Transportation Services rendered during the month. Contractor will utilize all mutually agreed upon invoice documents which must include appropriate billing codes per all relevant policy. If documents are submitted timely, Contractor will be paid on the 20th day of the month of submission.

F. Area to be served/Delivery site(s):

Sampson County, Chapel Hill, Dunn, Durham, Fayetteville, Goldsboro, Raleigh, Wilmington and other service areas in North Carolina.

Sarah W. Bradshaw

Azzam Osman

Date

Date

ATTACHMENT C
CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
AND CERTIFICATION REGARDING NONDISCRIMINATION

Sampson County Department of Social Services

- I. By execution of this Agreement the Contractor certifies that it will provide a drug-free workplace by:
- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Contractor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - C. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (A);
 - D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the agreement, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - E. Notifying the County within ten days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction;
 - F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

- II. The site(s) for the performance of work done in connection with the specific agreement are listed below:
Sampson County, Chapel Hill, Dunn, Durham, Fayetteville, Goldsboro, Raleigh, Wilmington and other service areas in North Carolina.

Contractor will inform the County of any additional sites for performance of work under this agreement.

False certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment

Section 4 CFR Part 85, Section 85.615 and 86.620.

Certification Regarding Nondiscrimination

The Vendor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug

abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

Signature – Azzam Osman President
Title

Van-Go Transportation, Inc. _____
Agency/Organization Date

ATTACHMENT D CONFLICT OF INTEREST POLICY

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists. In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

F. **Violations of the Conflicts of Interest Policy** -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

- G. Record of Conflict** -- The minutes of the governing board and all committees with board delegated powers shall contain:
1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
 2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

Van-Go Transportation, Inc.
Name of Organization

Signature of Organization Official

Date

NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of Sampson

I, _____, Notary Public for said County and State, certify that Azzam Osman personally appeared before me this day and acknowledged that he/she is President of Van-Go Transportation, Inc. and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body on the 1st day of August, 2013.

Sworn to and subscribed before me this _____ day of _____, _____.

(Official Seal)

Notary Public

My Commission expires _____, 20 _____

**ATTACHMENT E
NO OVERDUE TAX DEBTS**

VAN-GO TRANSPORTATION, INC.

801 Tilghman Drive, Suite D
Dunn, NC 28334
(910) 230-0400

August 1, 2013

To: Sampson County Department of Social Services

Certification:

I certify that Van-Go Transportation, Inc. does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

Sworn Statement:

Azzam Osman being duly sworn, say that I am the President of Van-Go Transportation, Inc. of Dunn in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of my knowledge and was made and subscribed by me. I also acknowledge and understand that any misuse of State/Federal funds will be reported to the appropriate authorities for further action.

Azzam Osman

President
Van-Go Transportation, Inc.

Sworn to and subscribed before me this _____ day of _____, _____.

(Official Seal)

Notary Public

My Commission expires _____, 20 _____

**ATTACHMENT G
CERTIFICATION REGARDING LOBBYING**

Sampson County Department of Social Services
Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Notwithstanding other provisions of federal OMB Circulars A-122 and A-87, costs associated with the following activities are unallowable:

Paragraph A.

- (1) Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activity;
- (2) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections;
- (3) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity), or with any Government official or employee in connection with a decision to sign or veto enrolled legislation;
- (4) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or
- (5) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

The following activities as enumerated in Paragraph B are excepted from the coverage of Paragraph A:

Paragraph B.

- (1) Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof, in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the recipient member, legislative body or subdivision, or a cognizant staff member thereof; provided such information is readily obtainable and can be readily put in deliverable form; and further provided that costs under this section for travel, lodging or meals are unallowable unless incurred to offer testimony at a regularly scheduled Congressional hearing pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearing.
- (2) Any lobbying made unallowable by subparagraph A (3) to influence State legislation in order to directly reduce the cost, or to avoid material impairment of the organization's authority to perform the grant, contract, or other agreement.
- (3) Any activity specifically authorized by statute to be undertaken with funds from the grant, contract, or other agreement.

Paragraph C.

- (1) When an organization seeks reimbursement for indirect costs, total lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs in accordance with the procedures of subparagraph B.(3).
- (2) Organizations shall submit, as part of the annual indirect cost rate proposal, a certification that the requirements and standards of this paragraph have been complied with.
- (3) Organizations shall maintain adequate records to demonstrate that the determination of costs as being allowable or unallowable pursuant to this section complies with the requirements of this Circular.
- (4) Time logs, calendars, or similar records shall not be required to be created for purposes of complying with this paragraph during any particular calendar month when: (1) the employee engages in lobbying (as defined in subparagraphs (a) and (b)) 25 percent or less of the employee's compensated hours of employment during that calendar month, and (2) within the preceding five-year period, the organization has not materially misstated allowable or unallowable costs of any nature, including legislative lobbying costs. When conditions (1) and (2) are met, organizations are not required to establish records to support the allowability of claimed costs in addition to records already required or maintained. Also, when conditions (1) and (2) are met, the absence of time logs, calendars, or similar records will not serve as a basis for disallowing costs by contesting estimates of lobbying time spent by employees during a calendar month.
- (5) Agencies shall establish procedures for resolving in advance, in consultation with OMB, any significant questions or disagreements concerning the interpretation or application of this section. Any such advance resolution shall be binding in any subsequent settlements, audits or investigations with respect to that grant or contract for purposes of interpretation of this Circular; provided, however, that this shall not be construed to prevent a contractor or grantee from contesting the lawfulness of such a determination.

Paragraph D.

Executive lobbying costs. Costs incurred in attempting to improperly influence either directly or indirectly, an employee or officer of the Executive Branch of the Federal Government to give consideration or to act regarding a sponsored agreement or a regulatory matter are unallowable. Improper influence means any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a federally sponsored agreement or regulatory matter on any basis other than the merits of the matter.

Signature

President
Title

Van-Go Transportation, Inc.
Agency/Organization

Date

ATTACHMENT H
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER COVERED TRANSACTIONS**

Sampson County Department of Social Services

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

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

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature

President
Title

Van-Go Transportation, Inc.

ATTACHMENT I**DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUSINESS ASSOCIATE ADDENDUM**

Sampson County Department of Social Services

This Agreement is made effective the 1st day of August, 2013, by and between Sampson County Department of Social Services (“Covered Entity”) and Van-Go Transportation, Inc. (“Business Associate”) (collectively the “Parties”).

1. BACKGROUND

- a. Covered Entity and Business Associate are parties to a contract entitled Medicaid Transportation Services (the “Contract”), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. Covered Entity is an organizational unit of Sampson County as the Sampson County Department of Social Services (DSS) as a health care component for purposes of the HIPAA Privacy Rule.
- c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a “business associate” within the meaning of the HIPAA Privacy Rule.
- d. The Parties enter into this Business Associate Addendum to the Contract with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate, and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

- a. “HIPAA” means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- b. “Individual” shall have the same meaning as the term “individual” in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- c. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- d. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- e. “Required By Law” shall have the same meaning as the term “required by law” in 45 CFR 164.103.
- f. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services or his designee.
- g. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

- f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- g. Business Associate agrees, at the request of the Covered Entity, to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526.
- h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Sampson County Department of Social Services, in a time and manner designated by the Secretary, for purposes of the Sampson County Department of Social Services determining Covered Entity's compliance with the Privacy Rule.
- i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, and to provide this information to Covered Entity or an Individual to permit such a response.

4. PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Contract permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure:
 - 1) would not violate the Privacy Rule if done by Covered Entity; or
 - 2) would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information as necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that:
 - 1) disclosures are Required By Law; or
 - 2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- d. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- e. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the Contract or other applicable law or agreements.

5. TERM AND TERMINATION

- a. **Term.** This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
 - 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or

- 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.

c. Effect of Termination.

- 1) Except as provided in paragraph (2) of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- 2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. GENERAL TERMS AND CONDITIONS

- a. This Agreement amends and is part of the Contract.
- b. Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.
- c. In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the Contract terms shall prevail so long as they are in accordance with the Privacy Rule.
- d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.

SIGNATURES: _____

Date: _____

Rev. 7-1-2013

**ATTACHMENT J
CERTIFICATION REGARDING TRANSPORTATION**

Sampson County Department of Social Services

By execution of this Agreement the Contractor certifies that it will provide safe client transportation by:

1. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;
2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;
3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;
4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the Sampson County Department of Social Services;
5. Insuring that no more than one quarter of one percent of all trips be missed by the contractor during the course of the contract period;
6. Insuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month;
7. Contractor will maintain records documenting the following (*County may require contractor to provide*):
 - a. Valid current copies of Drivers License for all drivers;
 - b. Current valid Vehicle Registration, for all vehicles transporting clients;
 - c. Driving records for all drivers for the past three years and with annual updates;
 - d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
 - e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.
8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs (*signature on this form confirms this statement*).

	President
Signature	Title
Van-Go Transportation, Inc.	
Agency/Organization	Date

CONTRACT PROVIDER NAME: Van-Go Transportation, Inc.

CONTRACT NUMBER: 1

CONTRACT PERIOD: August 1, 2013 - June 30, 2015

PROVIDER'S FISCAL YEAR: January - December

**CONTRACT DETERMINATION QUESTIONNAIRE
(PURCHASE OF SERVICE VS. FINANCIAL ASSISTANCE)**

Instructions: Enter 5 points for each factor in either the yes or no column. Once the entire list has been completed tally the points in each column. The column with the most points should be a good indicator of the designation of the organization--either Financial Assistance (Grant) or Vendor (Purchase of Service).

Determination Factors	5 points	5 points
	Financial Assistance YES	Purchase of Service NO
1 Does the provider determine eligibility?		5
2 Does the provider provide administrative functions such as Develop program standards procedures and rules?		5
3 Does the provider provide administrative functions such as Program Planning?		5
4 Does the provider provide administrative functions such as Monitoring?		5
5 Does the provider provide administrative functions such as Program Evaluation?		5
6 Does the provider provide administrative functions such as Program Compliance?		5
7 Is provider performance measured against whether specific objectives are met?		5
8 Does the provider have responsibility for programmatic decision making?		5
9 Is the provider objective to carry out a public purpose to support an overall program objective?	5	
10 Does the provider have to submit a cost report to satisfy a cost reimbursement arrangement?		5
11 Does the provider have any obligation to the funding authority other than the delivery of the specified goods/services?		5
12 Does the provider operate in a noncompetitive environment?		5
13 Does the provider provide these or similar goods and/or services only to the funding agency?		5
14 Does the provider provide these or similar goods and/or services outside normal business operations?		5
TOTAL	5	65

Note: The authorized individual(s) must place an X in one of the boxes below to indicate the type of contractual arrangement for this contract, then sign and date where indicated.

FINANCIAL ASSISTANCE

PURCHASE SERVICE

Signature of Authorized Programmatic Individual

DATE

Signature of Authorized Administrative Individual

DATE

**CONTRACT # 2 FISCAL YEAR BEGINS AUGUST 1, 2013 ENDS JUNE 30, 2015
MEDICAID TRANSPORTATION SERVICES (SECONDARY CONTRACT)**

This contract is hereby entered into by and between the Sampson County Department of Social Services (the "County") and Enroute Transportation Services, Inc. (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number is 56-203292 and DUNS Number (*optional*), N/A

1. Contract Documents: This Contract consists of the following documents:

- (1) This contract
- (2) The General Terms and Conditions (Attachment A)
- (3) The Scope of Work, description of services, and rate (Attachment B)
- (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
- (5) Conflict of Interest (Attachment D)
- (6) No Overdue Taxes (Attachment E)
- (7) Federal Certification Regarding Environmental Tobacco Smoke (Attachment F)
- (8) Federal Certification Regarding Lobbying (Attachment G)
- (9) Federal Certification Regarding Debarment (Attachment H)
- (10) HIPAA Business Associate Addendum (Attachment I)
- (11) Certification of Transportation (Attachment J)
- (12) Contract Determination Questionnaire

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

2. Precedence among Contract Documents: In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

3. Effective Period: This contract shall be effective on August 1, 2013 and shall terminate on June 30, 2015,

4. Contractor's Duties: The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

5. County's Duties: The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$258,300.00. This amount consists of \$258,300.00 in Federal funds (CFDA #93.645), \$ 0. in State Funds, \$0. in County funds

- a. There are no matching requirements from the Contractor.
- b. The Contractor's matching requirement is \$ _____, which shall consist of:
 - In-kind
 - Cash
 - Cash and In-kind
 - Cash and/or In-kind

The contributions from the Contractor shall be sourced from non-federal funds.
The total contract amount including any Contractor match shall not exceed \$258,300 .00.

6. Reporting Requirements: Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular A-133. and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

7. Payment Provisions: Payment shall be made in accordance with the Contract Documents as described in the Scope of Work detailed in Attachment B, Item E.

8. Contract Administrators: All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the County:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Sarah W. Bradshaw, Director	Name & Title	Sarah W. Bradshaw, Director
County	Sampson	County	Sampson
Mailing Address	PO Box 1105	Street Address	360 County Complex Rd, suite 100
City, State, Zip	Clinton, NC 28329	City, State, Zip	Clinton, NC 28328
Telephone	910-592-7131		
Fax	910-592-4297		
Email	sarah.bradshaw@sampsondss.net		

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Ricky N. Moore, President	Name & Title	Ricky N. Moore, President
Company Name	Enroute Transportation Services Inc	Company Name	Enroute Transportation Services, Inc.
Mailing Address	PO Box1571	Street Address	1888 Hobbton Hwy
City State Zip	Clinton, NC 28329	City State Zip	Clinton, NC 28328
Telephone	910-592-2546		
Fax	910-592-9999		
Email	rik@intrstar.net		

9. Supplementation of Expenditure of Public Funds:

The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.

10. Disbursements:

As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

- (a) Implement adequate internal controls over disbursements;
- (b) Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;
- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

11. Outsourcing to Other Countries:

The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

12. Federal Certifications:

Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

13. Specific Language Not Previously Addressed:

This contract is conditioned upon DSS verifying that the Contractor meets all Contract requirements. No units will be referred to the Contractor until DSS has verified all Contract requirements are met. After the initial verification, if it becomes apparent the requirements are no longer being met, the Contract will be suspended until such time that the requirements are met.

14. Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

The Contractor and the County have executed this contract in triplicate originals, with one original for Contractor, one for County and one for the Finance Office.

_____ Signature	_____ Date
<u>Ricky N. Moore</u> Printed Name	<u>President</u> Title

SAMPSON COUNTY

_____ Signature	_____ Date
<u>Sarah W. Bradshaw</u> Printed Name	<u>Director</u> Title

_____ Signature <i>(must be legally authorized to sign contracts for County)</i>	_____ Date
<u>Edwin W. Causey</u> Printed Name	<u>County Manager</u> Title

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

_____ Signature	_____ Date
<u>David K. Clack</u> Printed Name	<u>County Finance Officer</u> Title

**ATTACHMENT A
GENERAL TERMS AND CONDITIONS**

Relationships of the Parties

Independent Contractor: The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the County.

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the County. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may:

- (a) Forward the Contractor's payment check(s) directly to any person or entity designated by the Contractor, or
- (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).

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

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the County and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County and any of their officers, agents and employees, from any claims of third parties arising out of or any act or omission of the Contractor in connection with the performance of this contract.

Insurance: During the term of the contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

- (a) **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
- (b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) **Automobile Liability Insurance:** The Contractor shall provide automobile liability insurance with a combined single limit of \$500,000.00 for bodily injury and property damage; a limit of \$500,000.00 for uninsured/under insured motorist coverage; and a limit of \$2,000.00 for medical payment coverage. The Contractor shall provide this insurance for all automobiles that are:
 - (a) owned by the Contractor and used in the performance of this contract;
 - (b) hired by the Contractor and used in the performance of this contract; and
 - (c) Owned by Contractor's employees and used in performance of this contract ("non-owned vehicle insurance"). Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner's liability insurance.

The Contractor is not required to provide and maintain automobile liability insurance on any vehicle – owned, hired, or non-owned -- unless the vehicle is used in the performance of this contract.

- (d) The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.
- (e) The Contractor understands and agrees that the insurance coverage minimums specified in

- subparagraph (a) are not limits, or caps, on the Contractor's liability or obligations under this contract.
- (f) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.
 - (g) The Contractor may obtain a waiver of any one or more of the requirements in paragraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.
 - (h) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Contractor and is of the essence of this contract.
 - (i) The Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.
 - (j) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.
 - (k) The Contractor shall require its subcontractors to comply with the requirements of this paragraph.
 - (l) The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance to the County before the Contractor begins work under this contract.

Transportation of Clients by Contractor:

The contractor will maintain Insurance requirements if required as noted under Article 7 Rule R2-36 of the North Carolina Utilities Commission.

Default and Termination

Termination Without Cause: The County may terminate this contract without cause by giving 30 days written notice to the Contractor.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to

the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the County of any default or breach in compliance with the terms of this contract by the Provider shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the County and the Contractor and attached to the contract.

Availability of Funds: The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the County.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this contract are the exclusive property of the County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

Federal Intellectual Property Bankruptcy Protection Act: The Parties agree that the County shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

Compliance with Applicable Laws

Compliance with Laws: The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct

of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Title VI, Civil Rights Compliance: In accordance with Federal law and U.S. Department of Agriculture (USDA) and U.S. Department of Health and Human Services (HHS) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. Under the Food Stamp Act and USDA policy, discrimination is prohibited also on the basis of religion or political beliefs.

Equal Employment Opportunity: The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the County determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended (“HIPAA”), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the County may require to ensure compliance.

Trafficking Victims Protection Act of 2000 : The Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104)

Executive Order # 24: It is unlawful for any vendor, contractor, subcontractor or supplier of the state to make gifts or to give favors to any state employee. For additional information regarding the specific requirements and exemptions, contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the County. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Division. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

Warranties and Certifications

Date and Time Warranty: The Contractor warrants that the product(s) and service(s) furnished pursuant to this contract (“product” includes, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) that perform any date and/or time data recognition function, calculation, or sequencing will support a four digit year format and will provide accurate date/time data and leap year calculations. This warranty shall survive the termination or expiration of this contract.

Certification Regarding Collection of Taxes: G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Contractor certifies that it and all of its affiliates (if any) collect all required taxes.

Miscellaneous

Choice of Law: The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive

venue for any legal proceedings shall be the county in which the contract originated. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be the county where the contract originated, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates established in County policy.

Sales/Use Tax Refunds: If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

ATTACHMENT B SCOPE OF WORK

Contract #2

Federal Tax Id. 56-203292

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Enroute Transportation Services, Inc.
2. *If different* from Contract Administrator Information in General Contract:
Address SAME
3. Name of Program (s): Medicaid Transportation
4. Status: Public Private, Not for Profit Private, For Profit
5. Contractor's Financial Reporting Year January 1 through December 31

B. Explanation of Services to be provided and to whom (include SIS Service Code):

To provide appropriate Non-Emergency Medical transportation to fully eligible clients certified for Medicaid:

- A copy of the Certificate of Insurance must be submitted to the County on an annual basis. The Contractor must meet statutory requirements for their classification and operator responsibilities. Currently, \$1.5 million liability insurance coverage is required on vehicles with a seating capacity of 15 passengers or less and bodily injury insurance per individual pursuant to NC Utilities Commission Chapter 2, Article 7, Rule 02-36.
- If a commercial vehicle (16 passengers or more) is used to provide client transportation services, the Contractor must provide a copy of the Private Contractor's Certificate of Insurance documenting that the County's Director or designee is an "additional insurer." Current liability insurance coverage is \$5 million for commercial vehicles.
- The Contractor shall report any changes in insurance provider, business ownership or management, or exclusion from participation in Medicare or NC Medicaid to the County within twenty-four (24) hours of the change.
- All insurance claims or inquiries will be handled directly through the Contractor.
- The Contractor will ensure that the driver(s), operating the vehicle for the service, that is being provided, is at least 18 years of age and holds a valid operator's license issued by the North Carolina Division of Motor Vehicles appropriate to the vehicle(s), which will be used to transport the County's clients in accordance with the General Statutes of North Carolina.
- Each vehicle used to transport the County's clients must have a valid State registration and State inspection. The Contractor will notify the County within fifteen (15) days if a vehicle has been added or removed from the fleet..
- The Contractor will participate in an ongoing random alcohol and drug testing program which meets the requirements of the Federal Transit Authority. The Contractor is contractually obligated to pay for the alcohol and drug testing program.
- The Contractor shall perform criminal background checks on all drivers prior to employment and every three years thereafter to ensure the driver has not been convicted of or plead guilty to felony drug charges, assault, abuse and/or neglect, murder, exploitation, terrorism or sex offenses.
- The Contractor will have a driver screening policy and review the driving record of all drivers who transport recipients every 12 months. Drivers must have no more than two chargeable accidents or moving violations in the past three years and must not have a driver's license suspension or revocation within the past five years.
- The Contractor will maintain records documenting compliance with all vehicle and employee requirements specified above.
- The Contractor shall agree that no more than one quarter of one percent of all trips be missed by the Contractor during the course of the contract year.
- The Contractor shall meet on-time performance standards such that no more than five percent of trips should be late for recipient drop off to their appointment per month.
- The Contractor will provide names of all owners, managers, management entities and subcontractors to the County.
- The Contractor will notify the County of any owners, managers, management entities and subcontractors that have been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid or CHIP since the inception of those programs.
- The Contractor will notify the County within 35 days of the date of a request, full and complete information concerning the ownership of any subcontractor with whom a transaction totaling more than \$25,000.00 during the 12 month period ending on the date of the request and of any significant business transactions between the Contractor and any wholly owned supplier/subcontractor during the 5 year period ending on the date of the request.

- All books and records maintained by the Contractor pertaining to this agreement will be open and made available for on-site monitoring by the County and all other levels of State and Federal personnel during normal business hours and upon reasonable notice for the purpose of inspections and audits.
- The Contractor shall report information to the County for each recipient who fails to be available for a scheduled transportation pick up (no-shows) on a daily basis, and information about cancellations on a monthly basis. The County does not pay for no-shows or driver wait time.
- The Contractor shall record and provide to the County a record of all recipient complaints which deal with matters under the Contractor's control. The record shall contain the recipient's name, recipient's Medicaid identification number, date the complaint was made, the nature of the complaint and what steps were taken to resolve the complaint.
- The Contractor will have a written policy and procedure regarding how drivers handle and report incidents, including client emergencies, vehicle breakdowns, accidents and other service delays.
- The Contractor will use the provided transportation billing codes on invoices to the county DSS that are submitted for payment of services provided.
- The County will make specific written referrals to the Contractor by 5:00 PM each County workday with the date of all scheduled trips. It is the responsibility of the Contractor to pick up all referrals from the County by 5:00 PM each County workday. The referral will include the name of the client, Medicaid Individual ID Number, date of requested service, medical provider destination, appointment time, directions to client's home (address and telephone number), and any special needs; i.e., attendant is needed to ride with the client, and the client's ambulation needs. The County may make additional request by telephone and follow up with a faxed referral for same day travel for urgent situations. The Contractor will provide transportation as needed, twenty-four hours a day, seven days a week.
- The Contractor will ensure that only services and stops will be provided as specified on the transportation referral.
- The Contractor must ensure all local oncology and dialysis patients are picked up no later than thirty (30) minutes from completion of their medical visit.
- The County will arrange for an attendant to assist a client when deemed medically necessary by a physician. At other times, the Contractor is required to provide minimal assistance to clients, when needed.
- The Contractor must use proper judgment in meeting the needs of the County's clients. Although frequent stops are not acceptable, the client's request to stop at a restroom or to attend to other urgent health matters would be acceptable.
- All of the Contractor's employees that will be transporting the County's clients to medical providers must wear uniforms. The uniforms must have the names of the Contractor and the employee clearly visible on them. The Contractor must maintain an adequate fleet of vehicles and drivers to accommodate the needs of the County's clients. As the demand for utilization increases, the fleet and drivers must increase proportionately. The fleet of vehicles must be properly equipped to meet the special needs of all of the County's clients. The fleet should be equipped to transport wheelchairs, motorized scooters and any other device or equipment utilized by the County's clients.
- The Contractor will provide initial and ongoing training to all of their staff on acceptable customer service and ethical behavior.
- The Contractor will maintain all vehicles used at all times to provide this service in a safe and operable condition. Safe and operable condition means, the vehicle must be able to pass a North Carolina safety inspection at all times, and have working heat and air conditioning. All vehicles must be furnished with telephones or radios for emergency situations. Vehicles transporting clients covered by this contract must have decals that identify the Contractor. When transporting the County's clients, all federal and state requirements must be followed concerning child restraints. Further, the Contractor shall comply with all applicable laws, ordinances, codes, rules, and regulations in performing the service called for in this agreement. This includes respecting the confidentiality rights of the County's clients. The Contractor must also comply with Title VI of the Civil Rights Act of 1964 as provided in 45 C.F.R. Section 80.3(b), that reads "A recipient under any program to which this part applies may not, directly or through contractual or other arrangements, on grounds of race, or color, or national origin: Deny an individual any service, financial aid, or other benefit provided under this program, or provide any service, financial aid, or other benefit to an individual which is different, or is provided in a different manner, from that provided to others in the program. In complying with Title VI of the Civil Rights Act of 1964, the Contractor must ensure that effective bilingual/interpreter services and or telephone language lines are provided to serve the needs of the County's limited English-speaking clients.
- The Contractor must maintain an adequate fleet of vehicles and staff to ensure clients are not subjected to excessive wait times even if this requires additional trips. Clients with appointments within a 60-mile radius from their home should not be picked up more than two hours in advance of their scheduled appointments. The Contractor will ensure that clients reach their appointments on time and should not have to wait over one hour upon completion of their appointment to be picked up for their return transport home. The Contractor will ensure that at least two vehicles will be sent for the Raleigh, Durham, and Chapel Hill appointments. At least one vehicle should be dispatched for morning appointments and at least one vehicle dispatched for afternoon appointments in order to prevent excessive wait times for clients when going to or returning home from their appointment. In the event an unforeseen situation arises that will prevent the Contractor from transporting clients to their appointments on time, the Contractor should notify the County immediately.
- The Contractor will meet monthly, for the first three months of this contract period, with the County to discuss and resolve any issues between either parties. At the end of this period, the Contractor and the County will meet at least bi-monthly.

C. Rate per unit of Service (reimbursable mile driven):

Negotiated County Rate - \$1.95 per reimbursable mile **plus** fuel surcharge of \$.01 (one cent) for each \$.05 (five cent) the monthly average price per gallon of gasoline is above \$2.95 per gallon (average per gallon cost is based on pump prices of regular gasoline at K.E. Austin/Go Gas in Clinton, NC) **or** \$1.95 per reimbursable mile **less** fuel surcharge of \$.01 (one cent) for each \$.05 (five cent) the monthly average per gallon price is below \$2.95 per gallon (average per gallon cost is based on pump prices of regular gasoline at K.E. Austin/Go Gas in Clinton, NC). Maximum reimbursement under this contract is \$258,300.00 per fiscal year.

D. Number of units to be provided:

Estimated 128,740 reimbursable miles per fiscal year with a maximum reimbursement of \$258,300.00 per fiscal year.

E. Details of Billing process and Time Frames:

Contractor will submit to the County on or before the 5th day of the month after the month of service an invoice based on the rates in Section C above for the cost of the Transportation Services rendered during the month. Contractor will utilize all mutually agreed upon invoice documents which must include appropriate billing codes per all relevant policy. If documents are submitted timely, Contractor will be paid on the 20th day of the month of submission.

F. Area to be served/Delivery site(s):

Sampson County, Chapel Hill, Dunn, Durham, Fayetteville, Goldsboro, Raleigh, Wilmington and other service areas in North Carolina.

Sarah W. Bradshaw

Ricky N. Moore

Date

Date

ATTACHMENT C
CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
AND CERTIFICATION REGARDING NONDISCRIMINATION

Sampson County Department of Social Services

- I. By execution of this Agreement the Contractor certifies that it will provide a drug-free workplace by:
- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Contractor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - C. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (A);
 - D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the agreement, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - E. Notifying the County within ten days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction;
 - F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

- II. The site(s) for the performance of work done in connection with the specific agreement are listed below:
Sampson County, Chapel Hill, Dunn, Durham, Fayetteville, Goldsboro, Raleigh, Wilmington and other service areas in North Carolina.

Contractor will inform the County of any additional sites for performance of work under this agreement.

False certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment

Section 4 CFR Part 85, Section 85.615 and 86.620.

Certification Regarding Nondiscrimination

The Vendor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as

amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

_____	<u>President</u>
Signature – Ricky N. Moore	Title
<u>Enroute Transportation Services, Inc.</u>	_____
Agency/Organization	Date

ATTACHMENT D CONFLICT OF INTEREST POLICY

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists. In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

F. **Violations of the Conflicts of Interest Policy** -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

G. **Record of Conflict** -- The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

Enroute Transportation Services, Inc.
Name of Organization

Signature of Organization Official

Date

NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of Sampson

I, _____, Notary Public for said County and State, certify that Ricky N. Moore personally appeared before me this day and acknowledged that he/she is President of Enroute Transportation Services, Inc. and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body on the 1st day of August, 2013.

Sworn to and subscribed before me this _____ day of _____, _____.

(Official Seal)

Notary Public

My Commission expires _____, 20 _____

**ATTACHMENT E
NO OVERDUE TAX DEBTS**

ENROUTE TRANSPORTATION SERVICES, INC.

P O Box 1571
Clinton, NC 28329
(910) 592-9248

August 1, 2013

To: Sampson County Department of Social Services

Certification:

I certify that Enroute Transportation Services, Inc. does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

Sworn Statement:

Ricky N. Moore being duly sworn, say that I am the President of Enroute Transportation Services, Inc. of Clinton in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of my knowledge and was made and subscribed by me. I also acknowledge and understand that any misuse of State/Federal funds will be reported to the appropriate authorities for further action.

Ricky N. Moore

President
Enroute Transportation Services, Inc.

Sworn to and subscribed before me this _____ day of _____, _____.

(Official Seal)

Notary Public

My Commission expires _____, 20 _____

ATTACHMENT F
CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Sampson County Department of Social Services

Certification for Contracts, Grants, Loans and Cooperative Agreements

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this application, the Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards which contain provisions for children's services and that all subgrantees shall certify accordingly.

	President
Signature	Title

Agency/Organization	Date

**ATTACHMENT G
CERTIFICATION REGARDING LOBBYING**

Sampson County Department of Social Services
Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Notwithstanding other provisions of federal OMB Circulars A-122 and A-87, costs associated with the following activities are unallowable:

Paragraph A.

- (1) Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activity;
- (2) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections;
- (3) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity), or with any Government official or employee in connection with a decision to sign or veto enrolled legislation;
- (4) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or
- (5) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

The following activities as enumerated in Paragraph B are excepted from the coverage of Paragraph A:

Paragraph B.

- (1) Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof, in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the recipient member, legislative body or subdivision, or a cognizant staff member thereof; provided such information is readily obtainable and can be readily put in deliverable form; and further provided that costs under this section for travel, lodging or meals are unallowable unless incurred to offer testimony at a regularly scheduled Congressional hearing pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearing.
- (2) Any lobbying made unallowable by subparagraph A (3) to influence State legislation in order to directly reduce the cost, or to avoid material impairment of the organization's authority to perform the grant, contract, or other agreement.
- (3) Any activity specifically authorized by statute to be undertaken with funds from the grant, contract, or other agreement.

Paragraph C.

- (1) When an organization seeks reimbursement for indirect costs, total lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs in accordance with the procedures of subparagraph B.(3).
- (2) Organizations shall submit, as part of the annual indirect cost rate proposal, a certification that the requirements and standards of this paragraph have been complied with.
- (3) Organizations shall maintain adequate records to demonstrate that the determination of costs as being allowable or unallowable pursuant to this section complies with the requirements of this Circular.
- (4) Time logs, calendars, or similar records shall not be required to be created for purposes of complying with this paragraph during any particular calendar month when: (1) the employee engages in lobbying (as defined in subparagraphs (a) and (b)) 25 percent or less of the employee's compensated hours of employment during that calendar month, and (2) within the preceding five-year period, the organization has not materially misstated allowable or unallowable costs of any nature, including legislative lobbying costs. When conditions (1) and (2) are met, organizations are not required to establish records to support the allowability of claimed costs in addition to records already required or maintained. Also, when conditions (1) and (2) are met, the absence of time logs, calendars, or similar records will not serve as a basis for disallowing costs by contesting estimates of lobbying time spent by employees during a calendar month.
- (5) Agencies shall establish procedures for resolving in advance, in consultation with OMB, any significant questions or disagreements concerning the interpretation or application of this section. Any such advance resolution shall be binding in any subsequent settlements, audits or investigations with respect to that grant or contract for purposes of interpretation of this Circular; provided, however, that this shall not be construed to prevent a contractor or grantee from contesting the lawfulness of such a determination.

Paragraph D.

Executive lobbying costs. Costs incurred in attempting to improperly influence either directly or indirectly, an employee or officer of the Executive Branch of the Federal Government to give consideration or to act regarding a sponsored agreement or a regulatory matter are unallowable. Improper influence means any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a federally sponsored agreement or regulatory matter on any basis other than the merits of the matter.

Signature

Enroute Transportation Services, Inc.
Agency/Organization

President
Title

Date

ATTACHMENT H
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER COVERED TRANSACTIONS**

Sampson County Department of Social Services

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

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

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature

President
Title

Enroute Transportation Services, Inc.
Agency/Organization

Date

ATTACHMENT I
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUSINESS ASSOCIATE ADDENDUM

Sampson County Department of Social Services

This Agreement is made effective the 1st day of August, 2013, by and between Sampson County Department of Social Services (“Covered Entity”) and Enroute Transportation Services, Inc. (“Business Associate”) (collectively the “Parties”).

1. BACKGROUND

- a. Covered Entity and Business Associate are parties to a contract entitled Medicaid Transportation Services (the “Contract”), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. Covered Entity is an organizational unit of Sampson County as the Sampson County Department of Social Services (DSS) as a health care component for purposes of the HIPAA Privacy Rule.
- c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a “business associate” within the meaning of the HIPAA Privacy Rule.
- d. The Parties enter into this Business Associate Addendum to the Contract with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate, and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

- a. “HIPAA” means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- b. “Individual” shall have the same meaning as the term “individual” in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- c. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- d. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- e. “Required By Law” shall have the same meaning as the term “required by law” in 45 CFR 164.103.
- f. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services or his designee.
- g. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

- f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- g. Business Associate agrees, at the request of the Covered Entity, to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526.
- h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Sampson County Department of Social Services, in a time and manner designated by the Secretary, for purposes of the Sampson County Department of Social Services determining Covered Entity's compliance with the Privacy Rule.
- i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, and to provide this information to Covered Entity or an Individual to permit such a response.

4. PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Contract permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure:
 - 1) would not violate the Privacy Rule if done by Covered Entity; or
 - 2) would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information as necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that:
 - 1) disclosures are Required By Law; or
 - 2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- d. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- e. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the Contract or other applicable law or agreements.

5. TERM AND TERMINATION

- a. **Term.** This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
 - 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or

- 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.

c. Effect of Termination.

- 1) Except as provided in paragraph (2) of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- 2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. GENERAL TERMS AND CONDITIONS

- a. This Agreement amends and is part of the Contract.
- b. Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.
- c. In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the Contract terms shall prevail so long as they are in accordance with the Privacy Rule.
- d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.

SIGNATURES: _____

Date: _____

Rev. 7-1-2013

**ATTACHMENT J
CERTIFICATION REGARDING TRANSPORTATION**

Sampson County Department of Social Services

By execution of this Agreement the Contractor certifies that it will provide safe client transportation by:

1. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;
2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;
3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;
4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the Sampson County Department of Social Services;
5. Insuring that no more than one quarter of one percent of all trips be missed by the contractor during the course of the contract period;
6. Insuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month;
7. Contractor will maintain records documenting the following (*County may require contractor to provide*):
 - a. Valid current copies of Drivers License for all drivers;
 - b. Current valid Vehicle Registration, for all vehicles transporting clients;
 - c. Driving records for all drivers for the past three years and with annual updates;
 - d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
 - e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.
8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs (*signature on this form confirms this statement*).

Signature

President

Title

Enroute Transportation Services, Inc.

Agency/Organization

Date

CONTRACT PROVIDER NAME: Enroute Transportation Services, Inc.

CONTRACT NUMBER: 2

CONTRACT PERIOD: August 1, 2013 - June 30, 2015

PROVIDER'S FISCAL YEAR: January 1 - December 31

**CONTRACT DETERMINATION QUESTIONNAIRE
(PURCHASE OF SERVICE VS. FINANCIAL ASSISTANCE)**

Instructions: Enter 5 points for each factor in either the yes or no column. Once the entire list has been completed tally the points in each column. The column with the most points should be a good indicator of the designation of the organization--either Financial Assistance (Grant) or Vendor (Purchase of Service).

Determination Factors	5 points	5 points
	Financial Assistance YES	Purchase of Service NO
1 Does the provider determine eligibility?		5
2 Does the provider provide administrative functions such as Develop program standards procedures and rules?		5
3 Does the provider provide administrative functions such as Program Planning?		5
4 Does the provider provide administrative functions such as Monitoring?		5
5 Does the provider provide administrative functions such as Program Evaluation?		5
6 Does the provider provide administrative functions such as Program Compliance?		5
7 Is provider performance measured against whether specific objectives are met?		5
8 Does the provider have responsibility for programmatic decision making?		5
9 Is the provider objective to carry out a public purpose to support an overall program objective?	5	
10 Does the provider have to submit a cost report to satisfy a cost reimbursement arrangement?		5
11 Does the provider have any obligation to the funding authority other than the delivery of the specified goods/services?		5
12 Does the provider operate in a noncompetitive environment?		5
13 Does the provider provide these or similar goods and/or services only to the funding agency?		5
14 Does the provider provide these or similar goods and/or services outside normal business operations?		5
TOTAL	5	65

Note: The authorized individual(s) must place an X in one of the boxes below to indicate the type of contractual arrangement for this contract, then sign and date where indicated.

FINANCIAL ASSISTANCE

PURCHASE SERVICE

Signature of Authorized Programmatic Individual

DATE

Signature of Authorized Administrative Individual

DATE

**CONTRACT # 3 FISCAL YEAR BEGINS AUGUST 1, 2013 ENDS JUNE 30, 2015
MEDICAID TRANSPORTATION SERVICES (SPECIALIZED CONTRACT)**

This contract is hereby entered into by and between the Sampson County Department of Social Services (the "County") and Sampson Area Transportation (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number is 56-6000338 and DUNS Number (*optional*).

1. Contract Documents: This Contract consists of the following documents:

- (1) This contract
- (2) The General Terms and Conditions (Attachment A)
- (3) The Scope of Work, description of services, and rate (Attachment B)
- (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
- (5) Conflict of Interest (Attachment D)
- (6) Federal Certification Regarding Environmental Tobacco Smoke (Attachment E)
- (7) Federal Certification Regarding Lobbying (Attachment F)
- (8) Federal Certification Regarding Debarment (Attachment G)
- (9) HIPAA Business Associate Addendum (Attachment H)
- (10) Certification of Transportation (Attachment I)
- (11) Contract Determination Questionnaire

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

2. Precedence among Contract Documents: In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

3. Effective Period: This contract shall be effective on August 1, 2013 and shall terminate on June 30, 2015,

4. Contractor's Duties: The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

5. County's Duties: The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$40,920.00. This amount consists of \$40,920.00 in Federal funds (CFDA #93.645), \$ 0. in State Funds, \$0. in County funds

- a. There are no matching requirements from the Contractor.
- b. The Contractor's matching requirement is \$ _____, which shall consist of:
 - In-kind
 - Cash
 - Cash and In-kind
 - Cash and/or In-kind

The contributions from the Contractor shall be sourced from non-federal funds.
The total contract amount including any Contractor match shall not exceed \$40,920.00.

6. Reporting Requirements: Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular A-133. and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

7. Payment Provisions: Payment shall be made in accordance with the Contract Documents as described in the Scope of Work detailed in Attachment B, Item E.

- 8. Contract Administrators:** All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the County:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Sarah W. Bradshaw, Director	Name & Title	Sarah W. Bradshaw, Director
County	Sampson	County	Sampson
Mailing Address	PO Box 1105	Street Address	360 County Complex Rd, suite 100
City, State, Zip	Clinton, NC 28329	City, State, Zip	Clinton, NC 28328
Telephone	910-592-7131		
Fax	910-592-4297		
Email	sarah.bradshaw@sampsondss.net		

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Lorie Sutton, Director	Name & Title	Lorie Sutton, Director
Company Name	Sampson County Dept. of Aging	Company Name	Sampson County Dept. of Aging
Mailing Address	405 County Complex Rd., Suite 140	Mailing Address	405 County Complex Rd., Suite 140
City State Zip	Clinton, NC 28328	City State Zip	Clinton, NC 28328
Telephone	910-592-4653		
Fax	910-591-2142		
Email	lbsutton@sampsonnc.com		

9. Supplementation of Expenditure of Public Funds:

The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.

10. Disbursements:

As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

- (a) Implement adequate internal controls over disbursements;
- (b) Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;
- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

11. Outsourcing to Other Countries:

The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

12. Federal Certifications:

Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

13. Specific Language Not Previously Addressed:

This contract is conditioned upon DSS verifying that the Contractor meets all Contract requirements. No units will be referred to the Contractor until DSS has verified all Contract requirements are met. After the initial verification, if it becomes apparent the requirements are no longer being met, the Contract will be suspended until such time that the requirements are met.

14. Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

The Contractor and the County have executed this contract in triplicate originals, with one original for Contractor, one for County and one for the Finance Office.

_____ Signature	_____ Date
<u>Lorie B. Sutton</u> Printed Name	<u>Director</u> Title

SAMPSON COUNTY

_____ Signature	_____ Date
<u>Sarah W. Bradshaw</u> Printed Name	<u>Director</u> Title

_____ Signature <i>(must be legally authorized to sign contracts for County)</i>	_____ Date
<u>Edwin W. Causey</u> Printed Name	<u>County Manager</u> Title

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

_____ Signature	_____ Date
<u>David K. Clack</u> Printed Name	<u>County Finance Officer</u> Title

**ATTACHMENT A
GENERAL TERMS AND CONDITIONS**

Relationships of the Parties

Independent Contractor: The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the County.

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the County. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may:

- (a) Forward the Contractor's payment check(s) directly to any person or entity designated by the Contractor, or
- (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).

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

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the County and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County and any of their officers, agents and employees, from any claims of third parties arising out of or any act or omission of the Contractor in connection with the performance of this contract.

Insurance: During the term of the contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

- (a) **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
- (b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) **Automobile Liability Insurance:** The Contractor shall provide automobile liability insurance with a combined single limit of \$500,000.00 for bodily injury and property damage; a limit of \$500,000.00 for uninsured/under insured motorist coverage; and a limit of \$2,000.00 for medical payment coverage. The Contractor shall provide this insurance for all automobiles that are:
 - (a) owned by the Contractor and used in the performance of this contract;
 - (b) hired by the Contractor and used in the performance of this contract; and
 - (c) Owned by Contractor's employees and used in performance of this contract ("non-owned vehicle insurance"). Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner's liability insurance.

The Contractor is not required to provide and maintain automobile liability insurance on any vehicle – owned, hired, or non-owned -- unless the vehicle is used in the performance of this contract.

- (d) The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.
- (e) The Contractor understands and agrees that the insurance coverage minimums specified in

- subparagraph (a) are not limits, or caps, on the Contractor's liability or obligations under this contract.
- (f) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.
 - (g) The Contractor may obtain a waiver of any one or more of the requirements in paragraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.
 - (h) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Contractor and is of the essence of this contract.
 - (i) The Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.
 - (j) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.
 - (k) The Contractor shall require its subcontractors to comply with the requirements of this paragraph.
 - (l) The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance to the County before the Contractor begins work under this contract.

Transportation of Clients by Contractor:

The contractor will maintain Insurance requirements if required as noted under Article 7 Rule R2-36 of the North Carolina Utilities Commission.

Default and Termination

Termination Without Cause: The County may terminate this contract without cause by giving 30 days written notice to the Contractor.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to

the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the County of any default or breach in compliance with the terms of this contract by the Provider shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the County and the Contractor and attached to the contract.

Availability of Funds: The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the County.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this contract are the exclusive property of the County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

Federal Intellectual Property Bankruptcy Protection Act: The Parties agree that the County shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

Compliance with Applicable Laws

Compliance with Laws: The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct

of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Title VI, Civil Rights Compliance: In accordance with Federal law and U.S. Department of Agriculture (USDA) and U.S. Department of Health and Human Services (HHS) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. Under the Food Stamp Act and USDA policy, discrimination is prohibited also on the basis of religion or political beliefs.

Equal Employment Opportunity: The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the County determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended (“HIPAA”), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the County may require to ensure compliance.

Trafficking Victims Protection Act of 2000 :
The Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104)

Executive Order # 24: It is unlawful for any vendor, contractor, subcontractor or supplier of the state to make gifts or to give favors to any state employee. For additional information regarding the specific requirements and exemptions, contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the County. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Division. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

Warranties and Certifications

Date and Time Warranty: The Contractor warrants that the product(s) and service(s) furnished pursuant to this contract (“product” includes, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) that perform any date and/or time data recognition function, calculation, or sequencing will support a four digit year format and will provide accurate date/time data and leap year calculations. This warranty shall survive the termination or expiration of this contract.

Certification Regarding Collection of Taxes: G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Contractor certifies that it and all of its affiliates (if any) collect all required taxes.

Miscellaneous

Choice of Law: The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive

venue for any legal proceedings shall be the county in which the contract originated. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be the county where the contract originated, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates established in County policy.

Sales/Use Tax Refunds: If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

ATTACHMENT B SCOPE OF WORK

Contract #3

Federal Tax Id. 56-600338

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Sampson Area Transportation
2. *If different* from Contract Administrator Information in General Contract:
Address SAME
3. Name of Program (s): Medicaid Transportation
4. Status: Public Private, Not for Profit Private, For Profit
5. Contractor's Financial Reporting Year July 1 through June 30

B. Explanation of Services to be provided and to whom (include SIS Service Code):

To provide appropriate Non-Emergency Medical transportation to fully eligible clients certified for Medicaid:

- A copy of the Certificate of Insurance must be submitted to the County on an annual basis. The Contractor must meet statutory requirements for their classification and operator responsibilities. Currently, \$1.5 million liability insurance coverage is required on vehicles with a seating capacity of 15 passengers or less and bodily injury insurance per individual pursuant to NC Utilities Commission Chapter 2, Article 7, Rule 02-36.
- If a commercial vehicle (16 passengers or more) is used to provide client transportation services, the Contractor must provide a copy of the Private Contractor's Certificate of Insurance documenting that the County's Director or designee is an "additional insurer." Current liability insurance coverage is \$5 million for commercial vehicles.
- The Contractor shall report any changes in insurance provider, business ownership or management, or exclusion from participation in Medicare or NC Medicaid to the County within twenty-four (24) hours of the change.
- All insurance claims or inquiries will be handled directly through the Contractor.
- The Contractor will ensure that the driver(s), operating the vehicle for the service, that is being provided, is at least 18 years of age and holds a valid operator's license issued by the North Carolina Division of Motor Vehicles appropriate to the vehicle(s), which will be used to transport the County's clients in accordance with the General Statutes of North Carolina.
- Each vehicle used to transport the County's clients must have a valid State registration and State inspection. The Contractor will notify the County within fifteen (15) days if a vehicle has been added or removed from the fleet..
- The Contractor will participate in an ongoing random alcohol and drug testing program which meets the requirements of the Federal Transit Authority. The Contractor is contractually obligated to pay for the alcohol and drug testing program.
- The Contractor shall perform criminal background checks on all drivers prior to employment and every three years thereafter to ensure the driver has not been convicted of or plead guilty to felony drug charges, assault, abuse and/or neglect, murder, exploitation, terrorism or sex offenses.
- The Contractor will have a driver screening policy and review the driving record of all drivers who transport recipients every 12 months. Drivers must have no more than two chargeable accidents or moving violations in the past three years and must not have a driver's license suspension or revocation within the past five years.
- The Contractor will maintain records documenting compliance with all vehicle and employee requirements specified above.
- The Contractor shall agree that no more than one quarter of one percent of all trips be missed by the Contractor during the course of the contract year.
- The Contractor shall meet on-time performance standards such that no more than five percent of trips should be late for recipient drop off to their appointment per month.
- The Contractor will provide names of all owners, managers, management entities and subcontractors to the County.
- The Contractor will notify the County of any owners, managers, management entities and subcontractors that have been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid or CHIP since the inception of those programs.
- The Contractor will notify the County within 35 days of the date of a request, full and complete information concerning the ownership of any subcontractor with whom a transaction totaling more than \$25,000.00 during the 12 month period ending on the date of the request and of any significant business transactions between the Contractor and any wholly owned supplier/subcontractor during the 5 year period ending on the date of the request.

- All books and records maintained by the Contractor pertaining to this agreement will be open and made available for on-site monitoring by the County and all other levels of State and Federal personnel during normal business hours and upon reasonable notice for the purpose of inspections and audits.
- The Contractor shall report information to the County for each recipient who fails to be available for a scheduled transportation pick up (no-shows) on a daily basis, and information about cancellations on a monthly basis. The County does not pay for no-shows or driver wait time.
- The Contractor shall record and provide to the County a record of all recipient complaints which deal with matters under the Contractor's control. The record shall contain the recipient's name, recipient's Medicaid identification number, date the complaint was made, the nature of the complaint and what steps were taken to resolve the complaint.
- The Contractor will have a written policy and procedure regarding how drivers handle and report incidents, including client emergencies, vehicle breakdowns, accidents and other service delays.
- The Contractor will use the provided transportation billing codes on invoices to the county DSS that are submitted for payment of services provided.
- The County will make specific written referrals to the Contractor by 5:00 PM each County workday with the date of all scheduled trips. It is the responsibility of the Contractor to pick up all referrals from the County by 5:00 PM each County workday. The referral will include the name of the client, Medicaid Individual ID Number, date of requested service, medical provider destination, appointment time, directions to client's home (address and telephone number), and any special needs; i.e., attendant is needed to ride with the client, and the client's ambulation needs. The County may make additional request by telephone and follow up with a faxed referral for same day travel for urgent situations. The Contractor will provide transportation as needed, twenty-four hours a day, seven days a week.
- The Contractor will ensure that only services and stops will be provided as specified on the transportation referral.
- The Contractor must ensure all local oncology and dialysis patients are picked up no later than thirty (30) minutes from completion of their medical visit.
- The County will arrange for an attendant to assist a client when deemed medically necessary by a physician. At other times, the Contractor is required to provide minimal assistance to clients, when needed.
- The Contractor must use proper judgment in meeting the needs of the County's clients. Although frequent stops are not acceptable, the client's request to stop at a restroom or to attend to other urgent health matters would be acceptable.
- All of the Contractor's employees that will be transporting the County's clients to medical providers must wear uniforms. The uniforms must have the names of the Contractor and the employee clearly visible on them. The Contractor must maintain an adequate fleet of vehicles and drivers to accommodate the needs of the County's clients. As the demand for utilization increases, the fleet and drivers must increase proportionately. The fleet of vehicles must be properly equipped to meet the special needs of all of the County's clients. The fleet should be equipped to transport wheelchairs, motorized scooters and any other device or equipment utilized by the County's clients.
- The Contractor will provide initial and ongoing training to all of their staff on acceptable customer service and ethical behavior.
- Private paying passengers may not be transported with the County's clients.
- The Contractor will maintain all vehicles used at all times to provide this service in a safe and operable condition. Safe and operable condition means, the vehicle must be able to pass a North Carolina safety inspection at all times, and have working heat and air conditioning. All vehicles must be furnished with telephones or radios for emergency situations. Vehicles transporting clients covered by this contract must have decals that identify the Contractor. When transporting the County's clients, all federal and state requirements must be followed concerning child restraints. Further, the Contractor shall comply with all applicable laws, ordinances, codes, rules, and regulations in performing the service called for in this agreement. This includes respecting the confidentiality rights of the County's clients. The Contractor must also comply with Title VI of the Civil Rights Act of 1964 as provided in 45 C.F.R. Section 80.3(b), that reads "A recipient under any program to which this part applies may not, directly or through contractual or other arrangements, on grounds of race, or color, or national origin: Deny an individual any service, financial aid, or other benefit provided under this program, or provide any service, financial aid, or other benefit to an individual which is different, or is provided in a different manner, from that provided to others in the program. In complying with Title VI of the Civil Rights Act of 1964, the Contractor must ensure that effective bilingual/interpreter services and or telephone language lines are provided to serve the needs of the County's limited English-speaking clients.
- The Contractor must maintain an adequate fleet of vehicles and staff to ensure clients are not subjected to excessive wait times even if this requires additional trips. Clients with appointments within a 60-mile radius from their home should not be picked up more than two hours in advance of their scheduled appointments. The Contractor will ensure that clients reach their appointments on time and should not have to wait over one hour upon completion of their appointment to be picked up for their return transport home. The Contractor will ensure that at least two vehicles will be sent for the Raleigh, Durham, and Chapel Hill appointments. At least one vehicle should be dispatched for morning appointments and at least one vehicle dispatched for afternoon appointments in order to prevent excessive wait times for clients when going to or returning home from their appointment. In the event an unforeseen situation arises that will prevent the Contractor from transporting clients to their appointments on time, the Contractor should notify the County immediately.
- The Contractor will meet monthly, for the first three months of this contract period, with the County to discuss and resolve any issues between either parties. At the end of this period, the Contractor and the County will meet at least bi-monthly.

C. Rate per unit of Service (reimbursable mile driven):

Negotiated County Rate - \$1.24 per reimbursable mile Maximum reimbursement under this contract is \$40,920.00 per fiscal year.

D. Number of units to be provided:

Estimated 33,000 reimbursable miles per fiscal year with a maximum reimbursement of \$40,920.00 per fiscal year.

E. Details of Billing process and Time Frames:

Contractor will submit to the County on or before the 5th day of the month after the month of service an invoice based on the rates in Section C above for the cost of the Transportation Services rendered during the month. Contractor will utilize all mutually agreed upon invoice documents which must include appropriate billing codes per all relevant policy. If documents are submitted timely, Contractor will be paid on the 20th day of the month of submission.

F. Area to be served/Delivery site(s):

Sampson County, Chapel Hill, Dunn, Durham, Fayetteville, Goldsboro, Raleigh, Wilmington and other service areas in North Carolina.

Sarah W. Bradshaw

Lorie B. Sutton

Date

Date

ATTACHMENT C
CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
AND CERTIFICATION REGARDING NONDISCRIMINATION

Sampson County Department of Social Services

- I. By execution of this Agreement the Contractor certifies that it will provide a drug-free workplace by:
- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Contractor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - C. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (A);
 - D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the agreement, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - E. Notifying the County within ten days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction;
 - F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

- II. The site(s) for the performance of work done in connection with the specific agreement are listed below:
Sampson County, Chapel Hill, Dunn, Durham, Fayetteville, Goldsboro, Raleigh, Wilmington and other service areas in North Carolina.

Contractor will inform the County of any additional sites for performance of work under this agreement.

False certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment

Section 4 CFR Part 85, Section 85.615 and 86.620.

Certification Regarding Nondiscrimination

The Vendor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and

USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

Signature – Lorie B. Sutton Director
Title

Sampson Area Transportation
Agency/Organization _____
Date

ATTACHMENT D CONFLICT OF INTEREST POLICY

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists. In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

F. **Violations of the Conflicts of Interest Policy** -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

G. **Record of Conflict** -- The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.

2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

Sampson Area Transportation
Name of Organization

Signature of Organization Official

Date

NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of Sampson

I, _____, Notary Public for said County and State, certify that Lorie B. Sutton personally appeared before me this day and acknowledged that he/she is Director of Sampson Area Transportation and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body on the 1st day of August, 2013.

Sworn to and subscribed before me this _____ day of _____, _____.

(Official Seal)

Notary Public

My Commission expires _____, 20 _____

ATTACHMENT E
CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Sampson County Department of Social Services

Certification for Contracts, Grants, Loans and Cooperative Agreements

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this application, the Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards which contain provisions for children's services and that all subgrantees shall certify accordingly.

Signature

Director
Title

Agency/Organization

Date

**ATTACHMENT F
CERTIFICATION REGARDING LOBBYING**

Sampson County Department of Social Services
Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Notwithstanding other provisions of federal OMB Circulars A-122 and A-87, costs associated with the following activities are unallowable:

Paragraph A.

- (1) Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activity;
- (2) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections;
- (3) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity), or with any Government official or employee in connection with a decision to sign or veto enrolled legislation;
- (4) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or
- (5) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

The following activities as enumerated in Paragraph B are excepted from the coverage of Paragraph A:

Paragraph B.

- (1) Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof, in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the recipient member, legislative body or subdivision, or a cognizant staff member thereof; provided such information is readily obtainable and can be readily put in deliverable form; and further provided that costs under this section for travel, lodging or meals are unallowable unless incurred to offer testimony at a regularly scheduled Congressional hearing pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearing.
- (2) Any lobbying made unallowable by subparagraph A (3) to influence State legislation in order to directly reduce the cost, or to avoid material impairment of the organization's authority to perform the grant, contract, or other agreement.
- (3) Any activity specifically authorized by statute to be undertaken with funds from the grant, contract, or other agreement.

Paragraph C.

- (1) When an organization seeks reimbursement for indirect costs, total lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs in accordance with the procedures of subparagraph B.(3).
- (2) Organizations shall submit, as part of the annual indirect cost rate proposal, a certification that the requirements and standards of this paragraph have been complied with.
- (3) Organizations shall maintain adequate records to demonstrate that the determination of costs as being allowable or unallowable pursuant to this section complies with the requirements of this Circular.
- (4) Time logs, calendars, or similar records shall not be required to be created for purposes of complying with this paragraph during any particular calendar month when: (1) the employee engages in lobbying (as defined in subparagraphs (a) and (b)) 25 percent or less of the employee's compensated hours of employment during that calendar month, and (2) within the preceding five-year period, the organization has not materially misstated allowable or unallowable costs of any nature, including legislative lobbying costs. When conditions (1) and (2) are met, organizations are not required to establish records to support the allowability of claimed costs in addition to records already required or maintained. Also, when conditions (1) and (2) are met, the absence of time logs, calendars, or similar records will not serve as a basis for disallowing costs by contesting estimates of lobbying time spent by employees during a calendar month.
- (5) Agencies shall establish procedures for resolving in advance, in consultation with OMB, any significant questions or disagreements concerning the interpretation or application of this section. Any such advance resolution shall be binding in any subsequent settlements, audits or investigations with respect to that grant or contract for purposes of interpretation of this Circular; provided, however, that this shall not be construed to prevent a contractor or grantee from contesting the lawfulness of such a determination.

Paragraph D.

Executive lobbying costs. Costs incurred in attempting to improperly influence either directly or indirectly, an employee or officer of the Executive Branch of the Federal Government to give consideration or to act regarding a sponsored agreement or a regulatory matter are unallowable. Improper influence means any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a federally sponsored agreement or regulatory matter on any basis other than the merits of the matter.

_____	_____
Signature	Director
	Title
_____	_____
Sampson Area Transportation	Date
Agency/Organization	

**ATTACHMENT G
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER COVERED TRANSACTIONS**

Sampson County Department of Social Services

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

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

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature

Director
Title

Sampson Area Transportation
Agency/Organization

Date

ATTACHMENT H
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUSINESS ASSOCIATE ADDENDUM

Sampson County Department of Social Services

This Agreement is made effective the 1st day of August, 2013, by and between Sampson County Department of Social Services (“Covered Entity”) and Sampson Area Transportation (“Business Associate”) (collectively the “Parties”).

1. BACKGROUND

- a. Covered Entity and Business Associate are parties to a contract entitled Medicaid Transportation Services (the “Contract”), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. Covered Entity is an organizational unit of Sampson County as the Sampson County Department of Social Services (DSS) as a health care component for purposes of the HIPAA Privacy Rule.
- c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a “business associate” within the meaning of the HIPAA Privacy Rule.
- d. The Parties enter into this Business Associate Addendum to the Contract with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate, and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

- a. “HIPAA” means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- b. “Individual” shall have the same meaning as the term “individual” in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- c. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- d. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- e. “Required By Law” shall have the same meaning as the term “required by law” in 45 CFR 164.103.
- f. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services or his designee.
- g. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

- f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- g. Business Associate agrees, at the request of the Covered Entity, to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526.
- h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Sampson County Department of Social Services, in a time and manner designated by the Secretary, for purposes of the Sampson County Department of Social Services determining Covered Entity's compliance with the Privacy Rule.
- i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, and to provide this information to Covered Entity or an Individual to permit such a response.

4. PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Contract permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure:
 - 1) would not violate the Privacy Rule if done by Covered Entity; or
 - 2) would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information as necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that:
 - 1) disclosures are Required By Law; or
 - 2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- d. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- e. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the Contract or other applicable law or agreements.

5. TERM AND TERMINATION

- a. **Term.** This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
 - 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or

- 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.

c. Effect of Termination.

- 1) Except as provided in paragraph (2) of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- 2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. GENERAL TERMS AND CONDITIONS

- a. This Agreement amends and is part of the Contract.
- b. Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.
- c. In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the Contract terms shall prevail so long as they are in accordance with the Privacy Rule.
- d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.

SIGNATURES: _____

Date: _____

Rev. 7-1-2013

CONTRACT PROVIDER NAME: Sampson Area Transportation

CONTRACT NUMBER: 3

CONTRACT PERIOD: August 1, 2013 - June 30, 2015

PROVIDER'S FISCAL YEAR: July 1 - June 30

**CONTRACT DETERMINATION QUESTIONNAIRE
(PURCHASE OF SERVICE VS. FINANCIAL ASSISTANCE)**

Instructions: Enter 5 points for each factor in either the yes or no column. Once the entire list has been completed tally the points in each column. The column with the most points should be a good indicator of the designation of the organization--either Financial Assistance (Grant) or Vendor (Purchase of Service).

Determination Factors	5 points	5 points
	Financial Assistance YES	Purchase of Service NO
1 Does the provider determine eligibility?		5
2 Does the provider provide administrative functions such as Develop program standards procedures and rules?		5
3 Does the provider provide administrative functions such as Program Planning?		5
4 Does the provider provide administrative functions such as Monitoring?		5
5 Does the provider provide administrative functions such as Program Evaluation?		5
6 Does the provider provide administrative functions such as Program Compliance?		5
7 Is provider performance measured against whether specific objectives are met?		5
8 Does the provider have responsibility for programmatic decision making?		5
9 Is the provider objective to carry out a public purpose to support an overall program objective?	5	
10 Does the provider have to submit a cost report to satisfy a cost reimbursement arrangement?		5
11 Does the provider have any obligation to the funding authority other than the delivery of the specified goods/services?		5
12 Does the provider operate in a noncompetitive environment?		5
13 Does the provider provide these or similar goods and/or services only to the funding agency?		5
14 Does the provider provide these or similar goods and/or services outside normal business operations?		5
TOTAL	5	65

Note: The authorized individual(s) must place an X in one of the boxes below to indicate the type of contractual arrangement for this contract , then sign and date where indicated.

FINANCIAL ASSISTANCE

PURCHASE SERVICE

Signature of Authorized Programmatic Individual

DATE

Signature of Authorized Administrative Individual

DATE

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 4 (b)

Meeting Date: August 5, 2013	<input type="checkbox"/>	Information Only	<input checked="" type="checkbox"/>	Public Comment
	<input type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input checked="" type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
	<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue

SUBJECT: Public Hearing - Naming of Private Roads

DEPARTMENT: Emergency Management (Addressing)/Administration

PUBLIC HEARING: Yes

CONTACT PERSON: Susan J. Holder, Assistant County Manager

PURPOSE: To receive public input on the naming of certain private roads

ATTACHMENTS: Memo

BACKGROUND: We have duly advertised this public hearing to receive comments on the recommendations of the Road Naming Committee with regard to the names of certain private roads:

PVT 1120 2574 Wetland Drive
PVT 1121 2488 Kerr Complex Lane

PRIOR BOARD ACTION: Hearing scheduled at July 2013 meeting

RECOMMENDED ACTION OR MOTION: Name private roads as noted



**SAMPSON COUNTY
EMERGENCY
MANAGEMENT
SERVICES**

RONALD BASS
DIRECTOR
(910) 592-8996

POST OFFICE BOX 8, CLINTON, NORTH CAROLINA 28329-0008

MEMORANDUM:

TO: Ms. Susan Holder, Assistant County Manager
FROM: ^{RB} Ronald Bass, Emergency Management
DATE: June 23, 2013
SUBJECT: Private Road Name/Public Hearing Request



The Road Naming Committee members have reviewed road name suggestions for the following pending private roads. The Committee's recommendations have been listed below:

PVT 1120 2574	Wetland Dr
PVT 1121 2488	Kerr Complex Ln

This is being forwarded for your review and if you concur please place this on the Board's agenda for consideration at a public hearing.

Please review and advise.

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 4 (c)

Meeting Date: August 5, 2013	<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input checked="" type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
	<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue

SUBJECT: Scheduling of Second Monthly Meetings Regarding Budget Issues

DEPARTMENT: Governing Body/ Administration

PUBLIC HEARING: No

CONTACT PERSON: Ed Causey, County Manager

PURPOSE: To set schedule and guidelines for special budget work sessions

ATTACHMENTS: Draft Schedule and Potential Budget Topics

BACKGROUND: In your budget deliberations, the Board was unanimous in their desire to continue its in-depth, strategic budget planning to ensure that the County is poised to meet the fiscal challenges of next year and beyond. Staff has prepared a recommended schedule for the third Tuesday of each month, along with a listing of potential topics for the Board to consider. The Board may wish to set certain parameters for these meeting, i.e. time and duration. Staff suggests that each meeting last two hours, from 4:00 pm – 6:00 pm (avoiding the cost of meals), with a topic selected in advance.

PRIOR BOARD ACTION: N/A

RECOMMENDED ACTION OR MOTION: Set schedule and parameters for monthly budget work sessions

Proposed Meeting Dates (third Tuesday of each month)	Potential Discussion Topics (in no particular order)
<p>Tuesday, September 17, 2013</p>	<p>School Roofs / Parks and Recreation</p>
<p>Tuesday, October 15, 2013</p>	<p>Pay Plan, Classification, Benefits and Efficiency Study</p>
<p>Tuesday, November 19, 2013</p>	<p>Courthouse Security</p>
<p>Tuesday, December 17, 2013</p>	<p>Planning & Zoning Services</p>
<p>Tuesday, January 21, 2014</p>	<p>Capital Reserve Accounts</p>
<p>Tuesday, February 18, 2014</p>	<p>Economic Development Initiatives</p>
<p>Tuesday, March 18, 2014</p>	<p>Current Expense Funding for City Schools, County Schools and Community College</p>
<p>Tuesday, April 15, 2014</p>	<p>Human Services Agencies Consolidation (DSS, Health, Aging, Veterans)</p>
<p>Tuesday, May 20, 2014</p>	<p><u>Departmental Budget Reviews</u> (alphabetically listed; those not listed separately above, and those not impacted in FY 2013-14 first)</p>
<p></p>	<p><i>Administration</i></p>
<p></p>	<p><i>Aging</i></p>
<p></p>	<p><i>Agri Exposition Center</i></p>
<p></p>	<p><i>Animal Shelter</i></p>
<p></p>	<p><i>Cooperative Extension Service</i></p>
<p></p>	<p><i>Elections</i></p>
<p></p>	<p><i>EMS/Rescue/Fire/Communications</i></p>
<p></p>	<p><i>Finance</i></p>
<p></p>	<p><i>Health</i></p>
<p></p>	<p><i>Information Technology</i></p>
<p></p>	<p><i>Inspections</i></p>
<p></p>	<p><i>Public Works/Water</i></p>
<p></p>	<p><i>Register of Deeds</i></p>
<p></p>	<p><i>Sheriff/Detention Center</i></p>
<p></p>	<p><i>Soil Conservation</i></p>
<p></p>	<p><i>Tax Office</i></p>
<p></p>	<p><i>Veterans Services</i></p>
<p></p>	<p><i>DSS</i></p>
<p></p>	<p><i>Health</i></p>
<p></p>	<p><i>Library</i></p>

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 4 (d)

Meeting Date: August 5, 2013	<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input checked="" type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
	<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue

SUBJECT: Appointments

DEPARTMENT: Governing Body

PUBLIC HEARING: No

CONTACT PERSON: Susan J. Holder, Assistant County Manager

PURPOSE: To consider appointments to various boards and commissions

Transportation Advisory Board Lorie Sutton, Director of Aging, has requested the appointment of Youlanda Hoxie, CCAP Case Manager II, to the Transportation Advisory Board.

JCPC Board The Juvenile Crime Prevention Council has requested the reappointment of some of its members as follows:

Terrace Miller, representing City Schools	term June 2013 - June 2014
Rev. Roger A. White, representing faith community	term June 2013 - June 2014
Darold Cox, representing general public	term June 2013 - June 2014
Billy Frank Jackson, representing general public	term June 2013 - June 2014

Social Services Board The term of Pam High ended on June 30, 2013. She does not wish to be reappointed.

Sampson Community College Board of Trustees The term of Chris Fann expired on June 30, 2013. He is eligible for reappointment.

Sampson County Convention and Visitors Bureau The CVB Board has three members whose terms expired on June 30, 2013: Deborah Hall, David King and Sherri Smith. The CVB has recommended that Deborah Hall (City of Clinton representative) and Sherri Smith (Sampson County business representative) be reappointed. It is our understanding that Mr. King did not wish to be reappointed; the CVB has recommended the appointment of Aaron Jackson as his replacement as a Travel Related Organization representative. There is still a vacant position representing a lodging provider, and the CVB welcomes recommendations from the Board. The Board of Commissioners must also annually appoint the Chairman of the CVB. The CVB Board has recommended that Ray Jordan be considered for another term as Chairman.

Adult Care Home Community Advisory Committee Ms. Cassandra Raynor-Simpson's term expired in March 2013, and she did not wish to be reappointed. This request was previously tabled in April because there were no recommendations for appointment. Mid Carolina has forwarded a recommendation of Allison Morrisey for appointment.

Jury Commission The Clerk of Court has requested that the Board appoint someone to serve on the Jury Commission for the next biennium term.

Workforce Development Commission The Workforce Development Commission has requested nominations for appointments to four seats. The current appointee representing the education sector is Alonzo Royal of Sampson Community College. He is eligible for reappointment. The current appointee representing the private sector (business owner/manager), Chuck Spell, does not wish to be reappointed. There are also two other vacancies for Sampson County appointees, a private sector representative and an appointee from a community-based organization. Each of the four appointees must meet the specific criteria as set forth in the Workforce Investment Act.

NORTH CAROLINA'S
SAMPSON COUNTY

FINANCE DEPARTMENT
David K. Clack, Finance Officer

June 3, 2013

Susan J. Holder

Assistant County Manager



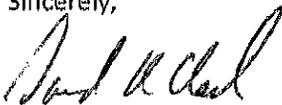
Dear Mrs. Holder,

The Department of Juvenile Justice & Delinquency Prevention met Monday, May 20, 2013. This meeting resulted in the following recommendations to the Board of Commissioners for the reappointment of the following JCPC members for another term. I would like to request that this be presented to the Board for their approval.

All members for reappointment were in attendance and have accepted reappointment for another term. They are as follows:

- | | | |
|-----------------------|-----------------|---------------------|
| • Terrace Miller | City Schools | June/2013-June/2014 |
| • Rev. Roger A. White | Faith Community | June/2013-June/2014 |
| • Darold Cox | General Public | June/2013-June/2014 |
| • Billy Frank Jackson | General Public | June/2013-June/2014 |

Sincerely,



David K. Clack

Sampson County Finance Officer



SAMPSON COMMUNITY COLLEGE

a member institution of the North Carolina Community College System

Established 1967

HIGHWAY 24 WEST
POST OFFICE BOX 318
CLINTON, NORTH CAROLINA 28329

voice 910-592-8081
fax 910-592-8048
email: fsutter@sampsoncc.edu

March 12, 2013

Mr. Ed Causey, County Manager
Sampson County Board of Commissioners
435 Rowan Road
Clinton, NC 28328



SUBJECT: Appointment of a Trustee to the Sampson Community College
Board of Trustees

Dear Ed:

Under the terms of the General Statutes of North Carolina, the Board of Commissioners must appoint a person to serve a four-year term as a trustee of Sampson Community College, beginning July 1, 2013. Mr. Chris Fann's term will expire on June 30, 2013.

A new requirement for appointees has been added. Appointments to the SCC Board of Trustees must comply with the requirements of House Bill 1843, the State Government Ethics Act. The Act mandates that individuals must complete the Statement of Economic Interest. The Statement must be approved by the State Ethics Commission prior to individuals assuming their position on the Board of Trustees.

We would appreciate your notifying the college of your selection at your earliest convenience in order to meet these new requirements.

If you have any questions, please do not hesitate to contact me.

Sincerely,

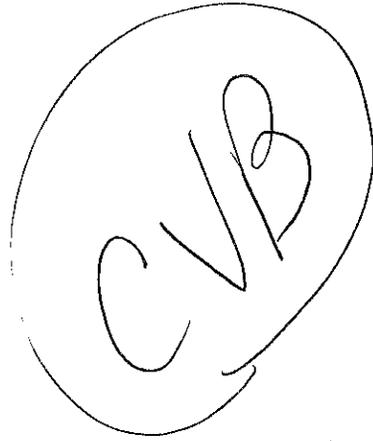
Paul Hutchins
President

/fks

pc: Mr. Larry Barnes, Chairman – Board of Trustees
Mr. Chris Fann

✓ 4/17
Learn more
checking in

An Equal Opportunity/Affirmative Action Employer



June 20, 2013

Ms. Susan Holder
Assistant County Manager
406 County Complex
Clinton, NC 28328

Dear Ms. Holder:

The Sampson County Convention & Visitors Bureau (CVB) Board of Directors met on Tuesday, April 16 and Tuesday, June 18, 2013. The agendas included discussions regarding potential appointments to the CVB Board by the Sampson County Board of Commissioners. The following individuals' terms expire June 30, 2013:

- Deborah Hall (Representative recommended to the BOC by the Clinton Council)
- David King (Representative from a Sampson County Travel Related Organization)
- Sherri Smith (Representative from a Sampson County Business)

It is the recommendation of the Board of Directors that the following individuals be appointed to the Sampson County Convention & Visitors Bureau:

- Sherri Smith (Representative from a Sampson County Business)**
- Deborah Hall (Representative recommended to the BOC by the City Council)**
- Aaron Jackson (Representative from a Sampson County Travel Related Organization)**

In addition, there is one vacant CVB Board position for a representative from a Sampson lodging provider. At this time the CVB Board has no recommendation as to a replacement. We will continue to search for a replacement and welcome any suggestions from the Board of Commissioners.

As stated in the Resolution establishing the CVB, the Board of Commissioners shall annually appoint the Chair of the CVB. According to the By-Laws established the Chair can serve three consecutive terms and then can serve additional terms after one-year absence from serving in the capacity as Chair.

With this in mind, the CVB Board discussed individuals to recommend to the Board of Commissioners to potentially serve as Chair if the BOC so approved. It is recommended that Ray Jordan be considered to serve as chair of the CVB for another year.

Please accept this information as our recommendations to the Board of Commissioners. If you or the Board of Commissioners has any questions or needs additional information, please contact me at your convenience.

Respectfully submitted,

A handwritten signature in black ink that reads "Vickie Crane". The signature is written in a cursive style with a long, sweeping underline.

Vickie Crane, Director
Sampson County Convention & Visitors Bureau

cc: File
CVB Board Members

Susan Holder

From: Tracy Davis [tdavis@mccog.org]
Sent: Monday, June 24, 2013 1:17 PM
To: Susan Holder
Subject: Adult Care Home CAC appointment

Hey Susan,

Cassandra Raynor-Simpson's Adult Care Home Community Advisory Committee Appointment expired 3/2013 of this year. Due to an increase in her job duties she felt that she could no longer be a valuable CAC volunteer. So we have a vacancy on the Adult Care Home CAC. I was hoping to get this on the agenda for the July Commissioners meeting.

I don't know if you have anyone interested in being appointed to the Adult Care Home CAC. The Magnolia suggested Allison Morrissey to the appointment. I have spoken with Ms. Morrissey and she did indicate an interest. Her contact information is as follows:

Allison Morrissey
P O Box 533
Clinton, NC 28329
Phone: (910) 385-8697

Thank you,

*Tracy H. Davis, CIRS-A/CPRP
Information & Referral Specialist, Senior Games Coordinator, Regional Ombudsman
Mid-Carolina Area Agency on Aging
P O Drawer 1510
Fayetteville, NC 28302
Phone: (910) 323-4191 x27
Fax: (910) 323-9330*

Aging well through advocacy and purpose.



State of North Carolina
General Court of Justice
CLERK OF SUPERIOR COURT
SAMPSON COUNTY

NORMAN WAYNE NAYLOR, CLERK
 EX OFFICIO JUDGE OF PROBATE

CLINTON, NC

W. DOUGLAS PARSONS
 SENIOR RESIDENT JUDGE

July 9, 2013

Mr. Billy Lockamy, Chairman
 Sampson Co. Board of Commissioners
 P.O. Box 257
 Clinton, NC 28329

**RE: JURY COMMISSION
 BIENNIUM 2014-2015**

Dear Mr. Lockamy:

We respectfully ask that the Sampson County Board of Commissioners appoint someone to serve on the Jury Commission in Sampson County for the next biennium.

Thank you for your assistance in this matter.

Sincerely,

Norman Wayne Naylor
 Clerk of Superior Court

Cc: Mr. Ed Causey, County Manager

Re: Triangle South Appointments and Recommendations

Rosalind Cross <rcros422@cccc.edu>

Wed 7/24/2013 3:10 PM

To: Susan Holder <susanh@sampsonnc.com>;

Cc: Pam Senegal <psene563@cccc.edu>;

2 attachments

Board Nomination Form_Rev.docx; WDB Membership-Current 7.24.13_Sampson County.pdf;

Susan-The following information needs to be forwarded to the County Commissioners:

Good afternoon,

I trust that all is well. I wanted to touch bases with you regarding appointments and recommendations for appointment to the Triangle South Workforce Development Board. Per instructions from the Nominating Committee, subcommittee of the Board, interested appointees should complete the nomination form and send to the director of the board (Rosalind M. Cross) for pre-screening and vacancy matching. Once a match is established, the director will forward all nomination documents to the County Commissioners with recommendations for placement onto the Board. All board members that are eligible for reappointment will be forwarded to the Commissioner's for review as well.

Nomination forms may be found at: http://www.trianglesouthworkforce.com/about/board/files/TSWDB_Board_Nomination_Form.pdf or individuals may log on to www.trianglesouthworkforce.com and follow the Board Member's link to access the form. All terms are for four years.

Reappointments:

Alonza Royal - Eligible for Reappointment - New Term: 7/1/2013 - 6/30/2017

New Appointment

Chuck Spell's appointment ended 6/30/2013 and he is not interested in reappointment.

We have a vacancy for a Community Based member and two private sector members (includes Chucks' position).

Eligible Terms are from- 7/01/2013 - 6/30/2013

Attached to this email, you will find a spreadsheet with detailed information regarding membership for your county and the nomination form. Please let me know if you have questions or comments regarding this email or the process.

Best regards,

Rosalind

--

Rosalind M. Cross

Director of Workforce Development and WIA

Triangle South Workforce Development Board

Central Carolina Community College

rcross@cccc.edu

Phone: (919) 777-7795

Cell: (919) 935-4069

FAX: (919) 777-7796

Physical Location:

W.B. Wicker Business Center

900 S. Vance Street - Suite 280

Workforce Development Board Membership Listing – Sampson County

Member's Name and Title	Employer/Agency (if applicable) Mailing Address & Telephone	Category Represented	Term (begin and end dates)	County
Harry L. Parker Owner hparker@sampsonnc.com	PO Box 292 Salemberg, NC 28385 tel: 910/525-5790 fax: 910/525-0130	Private	7/11 – 6/15	Sampson
Eugene Pearsall Owner eugenestrucking@embark.com	Eugene's Trucking, Inc. 10422 Faison Highway Faison, NC 28341 910 267-0555	Private	7/11 – 6/15	Sampson
Chuck Spell General Manager chuck.spell@us.schindler.com	Schindler Elevator Corporation 1350 Five Ridge Road Clinton, NC 28328 910 590-5599	Private	6/11 – 6/13 (Needs replacement-does not want to be reappointed)	Sampson
Alonza Royal Human Resource Development Coordinator aroyal@sampsoncc.edu	Sampson Community College PO Box 318 Hwy 24 West Clinton, NC 28329 0318 910 592-8081 ext. 4014	Education Sector	6/11 – 6/13 Eligible for reappointment [REDACTED] [REDACTED]	Sampson
Vacant		Private	7/11 – 6/15	Sampson
Vacant		Community Based Organization	6/11 – 6/13	Sampson

Section 117 of the Workforce Investment Act

LOCAL WORKFORCE INVESTMENT BOARDS

(2) COMPOSITION.—Such criteria shall require, at a minimum, that the membership of each local board—

(A) shall include—

(i) **representatives of business** in the local area, who—

(I) are owners of businesses, chief executives or operating officers of businesses, and other business executives or employers with optimum policymaking or hiring authority;

(II) represent businesses with employment opportunities that reflect the employment opportunities of the local area; and

(III) are appointed from among individuals nominated by local business organizations and business trade associations;

(ii) **representatives of local educational entities**, including representatives of local educational agencies, local school boards, entities providing adult education and literacy activities, and postsecondary educational institutions (including representatives of community colleges, where such entities exist), selected from among individuals nominated by regional or local educational agencies, institutions, or organizations representing such local educational entities;

(iii) **representatives of labor organizations** (for a local area in which employees are represented by labor organizations), nominated by local labor federations, or (for a local area in which no employees are represented by such organizations), other representatives of employees;

(iv) **representatives of community-based organizations** (including organizations representing individuals with disabilities and veterans, for a local area in which such organizations are present);

(v) **representatives of economic development agencies**, including private sector economic development entities; and

(vi) **representatives of each of the one-stop partners**; and

(B) may include such other individuals or representatives of entities as the chief elected official in the local area may determine to be appropriate.

(4) MAJORITY.—A majority of the members of the local board shall be representatives described in paragraph (2)(A)(i). (*Private Sector*)

Required Board Makeup (minimum categories and membership)

- ◆ Majority (51%) private employers
- ◆ Chair must be private sector member
- ◆ Education (secondary and post-secondary)
- ◆ Labor (plus Community-Based Organizations must equal 15%)
- ◆ Rehabilitation Services (Voc. Rehab. or another rehabilitation service agency)

- ◆ Economic Development
- ◆ Employment Service (Employment Security Commission, also a one-stop partner)
- ◆ Public Assistance (Department of Social Services)
- ◆ Community Based Organizations (CBO)
- ◆ JobLink (One-Stop) Career Center Partners

Community, Civic and Professional organizations in which you have participated:

Please describe briefly why you would like to serve on the Workforce Development Board.

Signature: _____ Date: _____

Please send nomination form and letters to:

Rosalind M. Cross, Director of Workforce Development and WIA
1105 Kelly Drive
Sanford, NC 27330
(919) 777-7795
rcross@ccc.edu

The Director will forward nomination forms to respective County Commissioners for consideration and appointment to the Workforce Development Board.

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 5

Meeting Date: August 5, 2013	<input type="checkbox"/>	Information Only	<input type="checkbox"/>	Public Comment
	<input type="checkbox"/>	Report/Presentation	<input type="checkbox"/>	Closed Session
	<input type="checkbox"/>	Action Item	<input type="checkbox"/>	Planning/Zoning
	<input checked="" type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue

SUBJECT: Consent Agenda

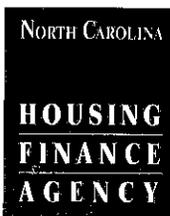
DEPARTMENT: Administration/Multiple Departments

ITEM DESCRIPTIONS/ ATTACHMENTS:

- a. Approve execution of Funding Agreement for Urgent Repair Program grant funding from the North Carolina Housing Finance Agency
- b. Approve Urgent Repair Program Assistance Policy for 2013 Funding Cycle
- c. Authorize surplus and transfer of Ford E350 Passenger Van from Sampson County Sheriff's Office to Duplin County Sheriff's Office
- d. Approve renewal of solid waste container sites leases for Spivey's Corner, Ingold, Harrells and Mt. Gilead container sites
- e. Approve Contract for Planning Services between Sampson County and the City of Clinton
- f. Approve DSS Attorney Contracts with Warrick and Bradshaw, P.A. (Primary Contract, contract #13) and Howard and Bradshaw, PLLC (Secondary Contract, contract #14) for fiscal year 2013-2014
- g. Approve disabled veterans exclusion applications from Sadie S. Lee and Willie D. Barksdale
- h. Approve tax refunds
- i. Approve budget amendments

RECOMMENDED

ACTION OR MOTION: Motion to approve Consent Agenda as presented



June 25, 2013

A self-supporting
public agency

Mr. Edwin Causey, County Manager
Sampson County
405 County Complex Road Suite, 140
Clinton, NC 28328

A. Robert Kucab
Executive Director

Dear Mr. Causey:

PO Box 28066
Raleigh, NC
27611-8066

Your organization's "Post Approval Documentation" has been reviewed and approved. Enclosed are two originals of your URP13 Funding Agreement. Please have them both signed by the Chief Administrative Official identified in your Application for funding under the Urgent Repair Program (URP) and return a copy to the Agency. Please retain the other copy of the Funding Agreement. It is made a part of the Program Guidelines and should be studied carefully.

3508 Bush Street
Raleigh, NC
27609-7509

An Agency officer has been assigned to work with each recipient organization as its single point of contact for all matters pertaining to URP13. We refer to them as "case managers" and charge each with assisting their assigned cases as needed to help ensure your success in achieving the Program goals. I am your case manager for this project. Please do not hesitate to contact me at 919-877-5628 any time you have questions, concerns or comments. All URP-related correspondence (including your executed Funding Agreement) should be addressed to my attention.

TEL. 919-877-5700
FAX. 919-877-5701
www.nchfa.com

I look forward to working closely with you and your staff toward the successful implementation and completion of your Urgent Repair Program project.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard Smith-Overman", with a long horizontal line extending to the right.

Mr. Richard Smith-Overman,
Manager, Housing Rehabilitation

cc: Ms. Lorie Sutton, Director

NORTH CAROLINA HOUSING FINANCE AGENCY

URGENT REPAIR PROGRAM

FUNDING AGREEMENT

Recipient: **Sampson County**

Funding Agreement Number: **URP1335**

NORTH CAROLINA HOUSING FINANCE AGENCY
URGENT REPAIR PROGRAM

FUNDING AGREEMENT

This Funding Agreement (the "Agreement") is entered into on the 25th day of June 2013, by the North Carolina Housing Finance Agency (the "Agency"), a public agency of the State of North Carolina and Sampson County (the "Recipient").

Recitals

Whereas, the North Carolina Housing Trust Fund (the "Fund") was created by the 1987 Session of the North Carolina General Assembly which added Chapter 122E to the General Statutes, entitled the North Carolina Housing Trust Fund and Oil Overcharge Act (the "Act"); and

Whereas, the Act also created the North Carolina Housing Partnership (the "Partnership") to establish policies for programs of the Fund; and

Whereas, the Partnership has adopted policy guidelines for the operation of an Urgent Repair Program (the "Program") from the Fund; and

Whereas, the Agency is responsible for implementing and operating programs of the Fund based on the policies of the Partnership; and

Whereas, the Agency has advertised the availability of applications for funding under the Program;

Whereas, the Application of the Recipient identified on the cover page of this Funding Agreement was received, evaluated, and approved by the Agency and thereby made a part of this Agreement to be referenced as applicable; and

Whereas, the Agency has developed Program Guidelines (the "Guidelines") dated June, 2013 governing the execution of the Program by the Recipient and their relationship to this Agreement is made explicit in section 9 of this Agreement;

Now, therefore, in consideration of the payment of ten dollars (\$10.00) by the Recipient to the Agency, the exchange of the mutual promises set forth herein and other good and valuable consideration the Recipient and the Agency mutually agree as follows:

PART A: TIME OF PERFORMANCE

Section 1: Time of Performance

(a) The Recipient shall begin performance of this Agreement on 25th day of June, 2013 and shall complete performance no later than the 31st day of December, 2014 (date of completion). Any funds that are not committed under contract (pursuant to section 3.1 of the Program Guidelines) to a Program participant as of the completion date must be withdrawn from deposit and returned to the Agency, unless the Agency agrees in writing to an extension of this Agreement.

(b) The Recipient must make reasonable progress in the use of funds under this Agreement. Failure to do so may result, at the discretion of the Agency, in a reduction of the amount of funds available under this Agreement.

PART B: PROGRAM FUNDING

Section 2: Grant Amount

(a) The Agency has approved a Program Grant to Sampson County in the principal amount of Seventy Five Thousand Dollars (\$75,000). The funds are from the State appropriated North Carolina Housing Trust Funds. In no event shall expenditures under this Agreement exceed this Program Grant.

Section 3: Disbursement of Funding

The Recipient will receive Program funds in accordance with the Guidelines, section 3.2 *Disbursements*.

Section 4: Deposit of Funds

(a) Any money advanced to the Recipient must be deposited, tracked and documented in accordance with the Guidelines, sections 3.4 *Recipient Accounts* and 3.5 *Program Income*.

(b) The Agency reserves the right to require that all deposits made in eligible accounts will be subject to withdrawal by the Recipient and will also be subject to withdrawal by the Agency. If the Agency chooses to exercise this option, an agreement for custodial accounts will be provided by the Agency to implement the requirement and will be executed prior to the initial disbursement.

(c) Checks will be delivered to the addresses provided in section 21 of this Agreement.

PART C: FINANCIAL MANAGEMENT

Section 5: Honesty and Fidelity Bond

The Recipient must comply with the Honesty and Fidelity Bond requirements of the Guidelines, Section 3.3 *Honesty and Fidelity Bond*.

Section 6: Establishment and Maintenance of Accounting Records

The Recipient must comply with the accounting procedures of the Guidelines, Section 3.6 *Accounting*.

Section 7: Procurement Procedures

Recipient shall establish written procurement and contracting procedures which provide that proposed procurement and contracting actions will be properly managed in accordance with the Guidelines, section 3.8 *Procurement*.

Section 8: Annual Audit Report

The Recipient must comply with the auditing standards and requirements of the Guidelines, section 3.9 *Financial Audit Requirements*.

PART D: PROGRAM MANAGEMENT

Section 9: Program Guidelines

The terms of the Agreement are subject to the Guidelines in all respects, whether specifically referenced in this Agreement, and all defined terms used in this Agreement shall have the same meanings as used in the Guidelines. In the event the Guidelines are revised, the Agency will forward such revisions to the Recipient and thereby make them a part of this Agreement. Failure of the Recipient to comply with the terms and conditions of the Guidelines shall be an event of default by the Recipient under this Agreement.

The Agency may reduce, suspend, or otherwise change the disbursement of payments under this Agreement, and the Agency may terminate this Agreement if the Agency determines that the Recipient has failed to comply with the Guidelines.

Section 10: Program Documents

The Recipient's Program must use grants to finance eligible repairs for Program participants. The Recipient must comply with the documentation requirements of the Guidelines, section 4.3 *Program Documents*.

Section 11: Recipient Responsibility

The Recipient must comply with the procedures and requirements of the Guidelines, section 3.10 *Monitoring by Recipient*.

Section 12: Reports

The Recipient must comply with the procedures and requirements of the Guidelines, section 3.11 *Reporting by Recipient*.

Section 13: Right To Inspect

The Recipient must comply with the procedures and requirements of the Guidelines, section 3.12 *Monitoring by Agency*.

PART E: GENERAL CONDITIONS

Section 14: Prohibited Activity

The Recipient must comply with the procedures and requirements of the Guidelines, section 2.2 *Prohibited Activities*.

Section 15: Publicity

The Recipient must, when publicizing Program availability, act in accordance with the requirements of the Guidelines, section 4.1 *Selection of Applicants*.

Section 16: Contract Changes

Any proposed changes in this Agreement shall be in writing, submitted to and approved and executed by the Agency before the performance of any work involved in the proposed change.

Section 17: Assignment

This Agreement shall be binding on and inure to the benefit of the Agency, its successors and assigns. The Recipient may not assign all or any part of its interest in this Agreement or delegate any duty or obligation hereunder without the prior written consent of the Agency.

Section 18: Termination of Agreement

Termination of this Agreement will be governed by the rules and requirements of the Guidelines, section 3.1 *Funding Agreement*.

Section 19: Indemnification

The Recipient holds harmless and indemnifies the Agency from any and all claims, including reasonable attorney's fees, for injury or damage to persons or property which may arise in connection with work performed under this Agreement or pursuant to the Recipient's Program.

Section 20: Litigation

The Recipient represents and warrants to the Agency that there is no pending or active litigation against the Recipient that may jeopardize or adversely affect this Agreement or the completion of activities hereunder.

Section 21: Notice

Any requirement to provide notice under this Agreement shall be deemed to have been met if delivered to the following parties at the following addresses:

Recipient:

Mr. Edwin Causey, County Manager
Sampson County
405 County Complex Road Suite, 140
Clinton, NC 28328

Agency:

Mr. Richard Smith-Overman, Manager, Housing Rehabilitation
North Carolina Housing Finance Agency
3508 Bush Street
Raleigh, NC 27609-7509

Section 22: Entire Agreement

This Agreement consists of eight pages, including the cover page, and is the entire Agreement between the Agency and the Recipient.

In Witness Whereof, the parties below have executed this Agreement on the date first written above.

Recipient

Attest

By: _____
Its: _____

North Carolina Housing Finance Agency

Attest

By: 
Its: Director of Strategic Investment

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

7/2/2013

FROM: Lorie Sutton, Director of Aging Services

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2013-2014

1. It is requested that the budget for the Aging Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
82558750-524100	URP - Materials	20,000.00	
82558750-529901	URP - Soft Cost	10,300.00	
82558750-544000	URP - Contracted Services	44,700.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
82035875-403605	Urgent Repair Program - NCHFA	\$ 75,000.00	

2. Reason(s) for the above request is/are as follows:
To budget for the Urgent Repair Program 2013.

Lorie B Sutton
(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

7/29, 2013

[Signature]
(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____

[Signature]
(County Manager & Budget Officer)

Date of approval/disapproval by B.O.C.

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

7/2/2013

FROM: Lorie Sutton, Director of Aging Services

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

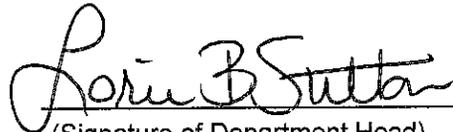
SUBJECT: Budget Amendment for fiscal year 2013-2014

1. It is requested that the budget for the Aging Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02558670-524100	Home Repairs - Materials	6,000.00	
02558670-525100	Home Repairs - Gas, Oil & Tires	2,500.00	
02558670-526200	Home Repairs - Departmental Supplies	500.00	
02558670-526201	Home Repairs - Depart Supplies - Equip	1,000.00	
02558670-531100	Home Repairs - Travel	100.00	
02558670-539500	Home Repairs - Training	200.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02035867-408900	Home Repairs - Misc Revenue	\$ 10,300.00	

2. Reason(s) for the above request is/are as follows:
To budget soft costs expenses associated with Urgent Repair Jobs.


(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

7/2, 2013


(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____


(County Manager & Budget Officer)

Date of approval/disapproval by B.O.C.

**Sampson County Department of Aging
Assistance Policy
For the 2013 Cycle of the
Urgent Repair Program**

What is the Urgent Repair Program? Sampson County Department of Aging has been awarded \$75,000.00 by the North Carolina Housing Finance Agency (“NCHFA”) under the 2013 cycle of the Urgent Repair Program (“URP13”). This program provides funds to assist very-low and low-income households with special needs to address housing conditions which pose imminent threats to their life and/or safety or to provide accessibility modifications and other repairs necessary to prevent displacement of very-low and low-income homeowners with special needs such as frail elderly and persons with disabilities. A total of 20 households will be assisted under URP13.

Other sources of funding to be used in conjunction with the Urgent Repair Program will be Home & Community Block Grant and County Contribution.

This Assistance Policy describes who is eligible to apply for assistance under URP13, how applications for assistance will be rated and ranked, what the form of assistance is and how the repair/modification process will be managed. This policy is designed to be fair, open, and consistent with the NCHFA’s URP Program Guidelines.

The funds provided by NCHFA come from the North Carolina Housing Trust Fund.

Eligibility To be eligible for assistance under URP13 applicants

- 1) Must reside within Sampson County. Must own or have documented proof of a life estate and occupy the home in need of repair.
- 2) Must have a household income which does not exceed 50% of the County median income for the household size (see income limits below)
- 3) Must have a special need (i.e. be elderly, ≥ 62 years old, handicapped or disabled, a single parent with a dependent living at home, a large family with ≥ 5 household members or a household with a child below the age of six with an elevated blood lead level (between 10ug/dl and 20ug/dl)).
- 4) Must have urgent repair needs, which can not be met through other state or federally-funded housing assistance programs.

URP13 Income Limits

Number in Household	30% of Median (very-low income)	50% of Median (low income)
1	\$11,800	\$19,650
2	\$13,500	\$22,500
3	\$15,150	\$25,300
4	\$16,850	\$28,100
5	\$18,200	\$30,350
6	\$19,550	\$32,600
7	\$20,900	\$34,850
8	\$22,250	\$37,100

Selection of applicants

The following priority system will rank eligible applicants, determine which of them will be selected for assistance and in what order. Under this system applicants will receive points for falling into certain categories of special need and income. The applications will be ranked according to which receive the most points.

Priority Ranking System

<i>Special Needs (for definitions, see below)</i>	<i>Points</i>
Elderly Head of Household (62 or older)	4
Disabled Head of Household	4
Disabled or Elderly Household Member (not Head of Household)	3
Single-Parent Household (with one or more children in the home)	3
Large Family (5 or more permanent residents)	2
Elevated Blood Lead Level Child	2
<i>Other</i>	<i>Points</i>
Less than 30% of County Median Income	10
30% to 50% of County Median Income	5
Households that have applied in previous funding cycles and have not received a grant	2

Under NCHFA Program Guidelines, a minimum of 50% of households assisted must have incomes which are less than 30% of the area median income for the household size, and no household with an income exceeding 50% of the area median income will be eligible. This guideline will be adhered to strictly and will be taken into consideration when selecting those households to be assisted under URP13.

There must be a minimum of 10 households assisted which are less than 30% of the area median income for the household size. Applications that are received will be put in one of the two median categories reflected under current income limits. Each applicant will then be ranked under each category according to the above chart. If there are not enough applications received 30% of the area median income for the household size, we will then offer another date for applications to be received.

Sampson County also elects the right to reserve three “conditional” repair requests. A “condition” repair request may be defined as an unexpected crisis that was created due to unfavorable weather conditions such as hurricanes, tornadoes, etc.

Recipients of assistance under the URP13 will be chosen by the above criteria without regard to race, creed, sex, color or national origin.

The definitions of special needs’ populations under URP13 are:

- *Elderly:* An individual aged 62 or older.
- *Disabled:* A person who has a physical, mental or developmental disability that greatly limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment.
- *Large Family:* A large family household is composed of five or more individuals (at least four are immediate family members).

- *Head of Household:* The person or persons who own(s) the house.
- *Household Member:* Any individual who is an occupant (defined below) of the unit to be rehabilitated shall be considered a “household member” (the number of household members will be used to determine household size and all household members are subject to income verification).
- *Occupant:* An occupant is defined as any immediate family member (mother, father, spouse, son/daughter of the head of the household, regardless of the time of occupancy); or non-immediate family member who has resided in the dwelling at least 3 months prior to the submission of the family’s application.
- *Single Parent Household:* A household in which one and only one adult resides with one or more dependent children.
- *Child with elevated blood lead level:* A child below the age of six with an elevated blood lead level between 10ug/dl and 20ug/dl.

Marketing and Advertising The County will put a notice in the local Newspaper Briefs section announcing the URP13 funding. We will also put up notices in the local DSS/Health Department Building; as well as other county offices. All notices will give a brief description of program, provide key dates and invite potential applicants to apply.

What is the form of assistance under URP13? The County will provide assistance to homeowners, whose homes are selected for repair/modification in the form of a loan. Homeowners will receive an unsecured deferred, interest-free loan, forgiven at a rate of \$1,000 per year, until the principal balance is reduced to zero.

What is the amount of the loan? The amount of the loan will depend on the scope of work necessary to address the identified imminent threats to life and/or safety, and that will be determined by the Home Repair Coordinator. There is no minimum amount of the loan; however, the maximum life-time limit according the guidelines of URP13 is \$6,000.00.

What kinds of work will be done? Only repairs that address imminent threats to the life and/or safety of occupants of the dwelling unit or accessibility modifications will be performed under the County’s URP13. It should be noted that all deficiencies in the home may not be rectified with the available funds.

All work that is completed under URP13 must meet or exceed NC residential Building Code.

Who will do the work on the homes? The County is obligated under URP13 to ensure that quality work is done at reasonable prices and that all work is contracted through a fair, open and competitive process.

A minimum of three contractors will be invited to bid on materials, labor and removal of any rubbish. The lowest responsive and responsible bidder will be selected for the contract for all units. “Responsive and responsible” means the contractor (1) is deemed able to complete the work in a timely fashion, and (2) that the bid is within 15% (in either direction) of the County’s cost estimate. This bid process will take place for each type of work (roofing, electrical, construction, etc)

What are the steps in the process, from application to completion? Now that you have the information about how to qualify for the County's URP13, what work can be done, and who will do it, let's go through all the major steps in the process:

1. **Completing an Application form:** Homeowners can apply by contacting Angela Faircloth, I/R Specialist at (910) 592-4653. Proof of ownership and income will be required. Those who have applied for housing assistance from the county in the past will not automatically be reconsidered. A new application will need to be submitted.
2. **Referral Process:** As part of the application process the Information & Referral Specialist will assess your needs and inform you of other sources that may be of help to you. Also, if there are other programs that Sampson County Department of Aging may be of help to you, then the appropriate referral will be made to those programs, as well as the URP referral.
3. **Screening of applicants:** Applications will be rated and ranked by the County based on the priority system outlined on page 2. Household income will be verified for program purposes only (information will be kept confidential). Ownership of property will be verified along with other rating factors. From this review, the twenty (20) most qualified applicants will be chosen according to the priority system described above. There will also be a list of five (5) alternates. Also, client referrals may be made during this time if applicant is not eligible or more help is needed.
4. **Applicant interviews:** Approved applicants will be provided detailed information on assistance, program repair/modification standards and the contracting procedures associated with their project at this information interview.
5. **Preliminary inspection:** The County's Home Repairs Coordinator will visit the homes of potential loan recipients to determine the need and feasibility of repairs/modifications.
6. **Work write ups:** The County's Home Repairs Coordinator will visit the home for a more thorough inspection. All parts of the home must be made accessible for inspection, including the attic and crawlspace, if any. The owner should report any known problems such as electrical short circuits, blinking lights, roof leaks and the like. The Home Repairs Coordinator will prepare complete and detailed work specifications (know as the "work write-up"). A final cost estimate will also be prepared by the Home Repairs Coordinator and held in confidence until bidding is completed.
7. **Formal agreement:** After approval of the work write-up, the homeowner will sign a formal agreement that will explain and govern the repair/modification process. This agreement will define the roles of the parties involved throughout the process.
8. **Contractor:** The contractor will then be notified and will be given one week in which to inspect the property and prepare a bid. If for any reason the contractor which was selected at the beginning of the project can not perform the work SCDOA will select the second lowest bidder to prepare a bid on the work. The homeowner will be notified of (1) the selection, (2) the amount, (3) the amount of the County's cost estimate, and (4) if other than the lowest bidder is selected, of the specific reasons for the selection.

9. **Execution of loan and contract:** The loan will be executed as well as the repair/modification contract. This contract will be between the contractor and the homeowner, with the County signing as an interested third party.
10. **Preconstruction conference:** A pre-construction conference will be held at the home. At this time, the homeowner, contractor and program representatives will discuss the details of the work to be done. Starting and ending dates will be agreed upon, along with any special arrangements such as weekend or evening work hours and disposition of items to be removed from the home (such as old plumbing, etc.). Within 24 hours of the pre-construction conference, the County will issue a “proceed order” formally instructing the contractor to commence by the agreed-upon date.
11. **Construction:** The contractor will be responsible for obtaining any required building permits for the project before beginning work. The permit must be posted at the house during the entire period of construction. Program staff will closely monitor the contractor during the construction period to make sure that the work is being done according to the work write-up (which is made a part of the rehabilitation contract by reference) and in a timely fashion. Code Enforcement officers will inspect new work for compliance with the State Building Code as required by the guidelines of URP13. The homeowner will be responsible for working with the contractor toward protecting personal property by clearing work areas as much as practicable.
12. **Change Orders:** All changes to the scope of work must be approved by the owner, the contractor and two Sampson County Officials and reduced to writing as a contract amendment (“change order”). If the changes require an adjustment in the loan amount, the change must be specified in the change order. Also, a loan modification stating these changes in the contract amount must be completed by the County, and executed by the owner.
13. **Post Construction conference:** Following construction the contractor and the Home Repairs Coordinator will sit down with the homeowner one last time. At this conference the contractor will hand over all owner’s manuals and warranties on equipment. The contractor and Home Repairs Coordinator will go over operating and maintenance requirements for any new equipment installed and discuss general maintenance of the home with the homeowner. The homeowner will have the opportunity to ask any final questions about the work.
14. **Payments to contractor:** Following the post construction conference, final inspection, and satisfactory completion of all items on the work write-up, as well as, the receipt, by the county, of the contractor’s invoice and a release of liens, signed by all subcontractors employed on the job and by all material suppliers from whom materials for the job were purchased the contractor will be paid by the following schedule: Checks are cut on the 10th & 20th of each month. If those dates fall on a Saturday, the check will be mailed on Friday. If those dates fall on Sunday, the check will be mailed on the following Monday. The invoice will need to be turned in to the Finance Technician no later than five days before the 10th or 20th.
15. **Closeout:** Once each item outlined in section 14 has been satisfied and the homeowner has signed a Certificate of Satisfaction, the job will be closed out.

What are the key dates? If, after reading this document, you feel that you qualify for this program and wish to apply, please keep the following dates in mind:

- Applications available to the public starting July 1, 2013.
- Applications must be completed and turned in to the Department of Aging by 5:00PM on August 16, 2013.
- Loans made to selected Households by October 1, 2013.
- All rehabilitation work must be under contract by June 30, 2014.
- All rehabilitation work must be completed by December 31, 2014.

How do I apply?

Just contact:
 Angela Faircloth, Information Case Assistant
 Sampson County Department of Aging
 405 County Complex Road; Suite 140 (Building B)
 Clinton, NC 28328
 (910) 592-4653

Is there a procedure for dealing with complaints, disputes and appeals? Although the application process and repair/modification guidelines are meant to be as fair as possible, the County realizes that there is still a chance that some applicants or participants may feel that they are not treated fairly. The following procedures are designed to provide an avenue for resolution of complaints and appeals.

During the application process:

1. If an applicant feels that his/her application was not fairly reviewed or rated and would like to appeal the decision made about it, he/she should contact Steven Wilson, Home Repairs Coordinator within five days of the initial decision and voice their concern. If the applicant remains dissatisfied with the decision, the detailed complaint should be put into writing.
2. A written appeal must be made within 10 business days of the initial decision on an application.
3. The County will respond in writing to any complaints or appeals within 10 business days of receiving written comments.

During the repair/modification process:

1. If the homeowner feels that repairs or modifications are not being completed according to the contract, he/she must inform the Home Repairs Coordinator.
2. The Home Repairs Coordinator will inspect the work in question. If he finds that the work is not being completed according to contract, the Home Repairs Coordinator will review the contract with the contractor and ask the contractor to remedy the problem.
3. If problems persist, a mediation conference between the homeowner and the contractor may be convened by the Home Repair Coordinator and facilitate by the Aging Director.
4. Should the mediation conference fail to resolve the dispute, the Aging Director will render a written final decision.

5. If the Home Repairs Coordinator finds that the work is being completed according to contract, the compliant will be noted and the Home Repairs Coordinator and the homeowner will discuss the concern and the reason for the decision.

Will the personal information provided remain confidential? Yes. All information in applicant files will remain confidential. Access to the information will be provided only to the County employees who are directly involved in the program, the North Carolina Housing Finance Agency and auditors.

What about conflicts of interest? No officer, employee or other public official of the County, or member of the Board of Commissioners, or entity contracting with the County, who exercise any functions or responsibilities with respect URP13 shall have any interest, direct or indirect, in any contract or subcontract for work to be performed with program funding, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Relatives of County employees, Board Members and other closely identified with the County, may be approved for rehabilitation assistance only upon public disclosure before the Board of Commissioners and written permission from NCHFA.

What about favoritism? All activities under URP13, including rating and ranking applications, inviting bids, selecting contractors and resolving complaints, will be conducted in a fair, open and non-discriminatory manner, entirely without regard to race, creed, sex, color or national origin.

Who can I contact about URP13? Any questions regarding any part of this application or program should be addressed to:

Angela Faircloth, Steven Wilson, or Lorie Sutton
Sampson County Department of Aging
405 County Complex Rd; Suite 140
Clinton, NC 28328
910-592-4653

These contacts will do their utmost to answer questions and inquiries in the most efficient and correct manner possible.

This Assistance Policy is adopted this _____ day of _____ 2013.

Chairman of Board of Commissioners

Notary Public



BLAKE WALLACE
SHERIFF

DUPLIN COUNTY SHERIFF'S OFFICE

112 W. HILL STREET • P.O. BOX 908
KENANSVILLE, NC 28349
PHONE: 910-296-2150
FAX: 910-296-2156



May 31, 2013

Sheriff Jimmy Thornton
Sampson County Board of Commissioners
112 Fontana Street
Clinton, NC 28328

Sheriff Thornton and County Commissioners:

I want to thank you for considering giving the DuPin County Sheriff's Office one of the Ford E350 passenger vans you recently surplused. Our office can definitely use the van to replace a 1997 model we are currently utilizing for inmate transports across the state. We do not have funds in our budget to purchase a new van and this donation would be greatly appreciated.

Again, on behalf of the DuPin County Sheriff's Office and the citizens of DuPin County, I thank you for your consideration in this matter.

Respectfully,

A handwritten signature in black ink, appearing to read "Blake Wallace". The signature is fluid and cursive, written over a horizontal line.

Blake Wallace
DuPin County Sheriff

NORTH CAROLINA

LEASE

SAMPSON COUNTY

I. PARTIES

This lease, made and entered into this the _____ day of August, 2013, by and between Anna M. Godwin, hereinafter called "Owners", and the County of Sampson, a body of corporate and politic of the State of North Carolina, hereinafter called "County";

II. GRANT WITNESSETH:

That subject to the terms and conditions hereinafter set forth, said Owners doth hereby let and lease unto the County and the County agrees to accept from Owners a certain parcel of land lying and being in Sampson County, North Carolina, and more particularly described as follows:

Commencing at a set pk nail at the intersection of the centerline of US Hwy 421 and a ditch, said pk nail being about North 46 deg. West 0.5 miles from the intersection of US Hwy 421 and NC Hwy. 242, Sampson County, North Carolina; thence running North 11 deg. 49 min. 35 sec. West, 89.02' to a point on the Western R/W margin of US Hwy 421 the point of beginning; thence running with said R/W North 46 deg. 00 min. 00 sec. West 127.12' to a point on said R/W margin; thence leaving said R/W margin and running North 11 deg. 59 min. 22 sec. East, 9.68' to the corner of a chain link fence; thence running with a chain link fence the following bearings and distances:

North 11 deg. 59 min. 22 sec. East, 202.52', South 74 deg. 07 min. 28 sec East, 115.96', South 44 deg. 34 min. 27 sec. West, 24.86' to a corner of said fence; thence running South 44 deg. 34 min. 27 sec. West, 10.00' to the Point of Beginning and containing .6800 acres, more or less.

III. TERM

This lease shall begin at the date of the signing and shall exist and continue for the period of ten (10) years from the date of its execution.

IV. CANCELLATION

Notwithstanding the term of this lease as specified above, either party may cancel and terminate this lease by giving the other party thirty (30) days advance written notice. In the event that either party should cancel this lease as provided for in this paragraph, then neither party shall have any further obligations to the other party, other than for obligations incurred prior to the effective date of cancellation.

V. RENTAL

County agrees to pay Owners a rental of \$150.00 per month for a total of \$1,800.00 a year which will be payable yearly. A \$1,800.00 payment is due at the signing of this agreement and constitutes the rent for year number one. Subsequent

years rent will be due and payable to the Owners by the County as of the same date of the signing of this contract.

VI. TAXES

The Owners agree to pay all taxes and assessments imposed on the property by any lawful authority.

VII. USE OF PREMISES

It is expressly agreed that the County may use this property for any lawful purpose during the term of this lease and may make any improvements or additions to the property during the term of this lease.

VIII. ENTIRE AGREEMENT

This agreement constitutes the complete understanding of the parties and all oral negotiations or other oral statements are herein merged into this document.

IX. ASSIGNMENT

This lease may be assigned by the County without permission or notice to the Owners.

X. TESTIFICANDUM

In Testimony Whereof, Anna M. Godwin, and the County of Sampson have executed this contract in duplicate originals, one of which is retained by each of the parties.

FOR THE COUNTY OF SAMPSON

The Honorable Billy C. Lockamy
Chairman of the Board of Commissioners

Susan J. Holder, Clerk to the Board

NORTH CAROLINA

LEASE

SAMPSON COUNTY

I. PARTIES

This lease, made and entered into this the _____ day of August, 2013, by and between Carl Graham Lamb and wife, Ann P. Lamb, hereinafter called "Owners", and the County of Sampson, a body of corporate and politic of the State of North Carolina, hereinafter called "County";

II. GRANT WITNESSETH:

That subject to the terms and conditions hereinafter set forth, said Owners doth hereby let and lease unto the County and the County agrees to accept from Owners a certain parcel of land lying and being in Sampson County, North Carolina, and more particularly described as follows:

Beginning at an iron stake located as follows: S. 78 degrees 45'W., 145 feet; thence S. 06 degrees 35'W., 145 feet from the point where the center line of State Road 1142 crosses the run of Juniper Branch, and runs thence from the Point of Beginning N. 89 degrees 10'E., 110.3 feet to an iron stake; thence S. 17 degrees 45' W., 873 feet to the Beginning, containing 4.66 acres, more or less, according to a certain map and survey made by Richard L. Kerr, Registered Land Surveyor, bearing date of May 8, 1973, a copy of which, marked Exhibit "A", is attached hereto and by reference made a part hereof.

Together with the right of ingress, egress, and regress from said 4.66 acre tract of land to State Road 1142 over a strip of land 30 feet wide, the center line of which being described as: Beginning a point S. 47 degrees W., 389 feet from the Beginning point of the above described 4.66 acre tract and runs thence @. 86 degrees W., 155 feet to a point in the center line of State Road 1142;

Together with the further right of ingress, egress, and regress from State Road 1142 to the 155 foot easement granted hereinabove over a strip of land 30 feet wide, the center line of which being described as follows: Beginning at a point S. 86 degrees W., 38 feet from the beginning point of the 155 foot easement granted hereinabove; and runs thence from the Point of Beginning so located N. 26 degrees 30' W., 80 feet to the center line of State road 1142.

The above described lands are a portion of the land described in a deed from Fannie L. Smith, Widow, to A.C. Lamb, and Carl Graham Lamb, dated March 15, 1982, and recorded in Book 986, at Page 419, of the Sampson County Registry.

III. TERM

This lease shall begin at the date of the signing and shall exist and continue for the period of ten (10) years from the date of its execution.

IV. CANCELLATION

Notwithstanding the term of this lease as specified above, either party may cancel and terminate this lease by giving the other party thirty (30) days advance written notice. In the event that either party should cancel this lease as provided for in this paragraph, then neither party shall have any further obligations to the other party, other than for obligations incurred prior to the effective date of cancellation.

V. RENTAL

County agrees to pay Owners a rental of \$1,200 annually. A \$1,200.00 payment is due at the signing of this agreement and constitutes the rent for year number one. Subsequent years rent will be due and payable to the Owners by the County as of the same date of the signing of this contract.

VI. TAXES

The Owners agree to pay all taxes and assessments imposed on the property by any lawful authority.

VII. USE OF PREMISES

It is expressly agreed that the County may use this property for any lawful purpose during the term of this lease and may make any improvements or additions to the property during the term of this lease.

VIII. ENTIRE AGREEMENT

This agreement constitutes the complete understanding of the parties and all oral negotiations or other oral statements are herein merged into this document.

IX. ASSIGNMENT

This lease may be assigned by the County without permission or notice to the Owners.

X. TESTIFICANDUM

In Testimony Whereof, Carl Graham Lamb and Ann P. Lamb, and the County of Sampson have executed this contract in duplicate originals, one of which is retained by each of the parties.

FOR THE COUNTY OF SAMPSON

The Honorable Billy C. Lockamy
Chairman of the Board of Commissioners

Susan J. Holder, Clerk to the Board

NORTH CAROLINA

LEASE

SAMPSON COUNTY

I. PARTIES

This lease, made and entered into this the _____ day of August, 2013, by and between Norwood Blanchard and Judy Blanchard, hereinafter called "Owners", and the County of Sampson, a body of corporate and politic of the State of North Carolina, hereinafter called "County";

II. GRANT WITNESSETH:

That subject to the terms and conditions hereinafter set forth, said Owners doth hereby let and lease unto the County and the County agrees to accept from Owners a certain parcel of land lying and being in Sampson County, North Carolina, and more particularly described as follows:

Beginning at a point on the Western R/W margin of NCSR 1007, 60' R/W, said Point of Beginning being, North 49 degrees 31 minutes 48 seconds East, 1114.26' from set p-k nail at the centerline intersection of NCSR 1007 and NCSR 1118, Sampson County, NC; thence leaving said R/W margin and running with an existing fence, North 43 degrees 40 minutes 45 seconds West, 158.75' to a fence corner; thence continuing to run with an existing fence, North 49 degrees 56 minutes 31 seconds East, 91.52' to the Point of Intersection of said fence and the Northern boundary of A. D. Ezzell, deed recorded in Deed Book 905, Page 494, Sampson County Registry, said point also being in a Southern boundary of Mollie M. Ward (N/F); thence running with the common boundary of Ezzell and Ward, South 48 degrees 48 minutes 27 seconds East, 163.85' to a point on the Western R/W Margin of NCSR 1007, said point being, North 48 degrees 48 minutes 27 seconds West, 30.52' from an existing iron pipe in the centerline of NCSR 1007; thence running with said Western R/W margin, South 51 degrees 50 minutes 03 seconds West, 106.47' to the Point of Beginning and containing 0.3633 Acres +(15,822.92 sq.ft)

III. TERM

This lease shall begin at the date of the signing and shall exist and continue for the period of ten (10) years from the date of its execution.

IV. CANCELLATION

Notwithstanding the term of this lease as specified above, either party may cancel and terminate this lease by giving the other party thirty (30) days advance written notice. In the event that either party should cancel this lease as provided for in this paragraph, then neither party shall have any further obligations to the other party, other than for obligations incurred prior to the effective date of cancellation.

V. RENTAL

County agrees to pay Owners a rental of \$150.00 per month for a total of \$1,800.00 a year which will be payable yearly. A \$1,800.00 payment is due at the signing of this agreement and constitutes the rent for year number one. Subsequent years rent will be due and payable to the Owners by the County as of the same date of the signing of this contract.

VI. TAXES

The Owners agree to pay all taxes and assessments imposed on the property by any lawful authority.

VII. USE OF PREMISES

It is expressly agreed that the County may use this property for any lawful purpose during the term of this lease and may make any improvements or additions to the property during the term of this lease.

VIII. ENTIRE AGREEMENT

This agreement constitutes the complete understanding of the parties and all oral negotiations or other oral statements are herein merged into this document.

IX. ASSIGNMENT

This lease may be assigned by the County without permission or notice to the Owners.

X. TESTIFICANDUM

In Testimony Whereof, Norwood Blanchard and Judy Blanchard, and the County of Sampson have executed this contract in duplicate originals, one of which is retained by each of the parties.

FOR THE COUNTY OF SAMPSON

The Honorable Billy C. Lockamy
Chairman of the Board of Commissioners

Susan J. Holder, Clerk to the Board

NORTH CAROLINA

LEASE

SAMPSON COUNTY

I. PARTIES

This lease, made and entered into this the _____ day of August, 2013, by and between Anthony A. Bass, Michael D. Bass, and Myron B. Bass, hereinafter called "Owners", and the County of Sampson, a body of corporate and politic of the State of North Carolina, hereinafter called "County";

II. GRANT WITNESSETH:

That subject to the terms and conditions hereinafter set forth, said Owners doth hereby let and lease unto the County and the County agrees to accept from Owners a certain parcel of land lying and being in Taylors Bridge Township, Sampson County, North Carolina, and more particularly described as follows:

A certain 1.0 acre tract or parcel denoted as Tract 2 reflected upon a map entitled "Sampson County Mt. Gilead Container Site" prepared by Ed Hill Surveying, P.A., dated March 23, 1982, a copy of which is attached hereto marked Exhibit "A". The metes and bounds description set out upon such Exhibit being incorporated herein by reference.

III. TERM

This lease shall begin at the date of the signing and shall exist and continue for the period of ten (10) years from the date of its execution.

IV. CANCELLATION

Notwithstanding the term of this lease as specified above, either party may cancel and terminate this lease by giving the other party thirty (30) days advance written notice. In the event that either party should cancel this lease as provided for in this paragraph, then neither party shall have any further obligations to the other party, other than for obligations incurred prior to the effective date of cancellation.

V. RENTAL

County agrees to pay Owners a rental of \$150.00 per month for a total of \$1,800.00 a year which will be payable yearly. A \$1,800.00 payment is due at the signing of this agreement and constitutes the rent for year number one. Subsequent years rent will be due and payable to the Owners by the County as of the same date of the signing of this contract.

VI. TAXES

The Owners agree to pay all taxes and assessments imposed on the property by any lawful authority.

VII. USE OF PREMISES

It is expressly agreed that the County may use this property for any lawful purpose during the term of this lease and may make any improvements or additions to the property during the term of this lease.

VIII. ENTIRE AGREEMENT

This agreement constitutes the complete understanding of the parties and all oral negotiations or other oral statements are herein merged into this document.

IX. ASSIGNMENT

This lease may be assigned by the County without permission or notice to the Owners.

X. TESTIFICANDUM

In Testimony Whereof, Anthony A. Bass, Michael D. Bass, and Myron B. Bass, and the County of Sampson have executed this contract in duplicate originals, one of which is retained by each of the parties.

FOR THE COUNTY OF SAMPSON

The Honorable Billy C. Lockamy
Chairman of the Board of Commissioners

Susan J. Holder
Clerk to the Board of Commissioners

NORTH CAROLINA

LEASE

SAMPSON COUNTY

I. PARTIES

This lease, made and entered into this the ____ day of August, 2013, by and between Arlene S. Taylor, hereinafter called "Owners", and the County of Sampson, a body of corporate and politic of the State of North Carolina, hereinafter called "County";

II. GRANT WITNESSETH:

That subject to the terms and conditions hereinafter set forth, said Owners doth hereby let and lease unto the County and the County agrees to accept from Owners a certain parcel of land lying and being in Sampson County, North Carolina, and more particularly described as follows:

Containing 0.10 acre tract, more or less, and being Tract 1 reflected upon a map entitled "Sampson County Mt. Gilead Container Site" prepared by Ed Hill Surveying, P.A., dated March 23, 1982, a copy of which is attached hereto marked Exhibit "A". The metes and bounds description set out upon such Exhibit being incorporated herein by reference. Further being a part of the C.W. Taylor land described in Deed Book 846, page 22, Sampson County Registry.

III. TERM

This lease shall begin at the date of the signing and shall exist and continue for the period of ten (10) years from the date of its execution.

IV. CANCELLATION

Notwithstanding the term of this lease as specified above, either party may cancel and terminate this lease by giving the other party thirty (30) days advance written notice. In the event that either party should cancel this lease as provided for in this paragraph, then neither party shall have any further obligations to the other party, other than for obligations incurred prior to the effective date of cancellation.

V. RENTAL

County agrees to pay Owners a single lump sum payment in the amount of \$750.00 Payment is due at the signing of this agreement.

VI. TAXES

The Owners agree to pay all taxes and assessments imposed on the property by any lawful authority.

VII. USE OF PREMISES

It is expressly agreed that the County may use this property for any lawful purpose during the term of this lease and may make any improvements or additions to the property during the term of this lease.

VIII. ENTIRE AGREEMENT

This agreement constitutes the complete understanding of the parties and all oral negotiations or other oral statements are herein merged into this document.

IX. ASSIGNMENT

This lease may be assigned by the County without permission or notice to the Owners.

X. TESTIFICANDUM

In Testimony Whereof, Arlene S. Taylor and the County of Sampson have executed this contract in duplicate originals, one of which is retained by each of the parties.

FOR THE COUNTY OF SAMPSON

The Honorable Billy C. Lockamy
Chairman of the Board of Commissioners

Susan J. Holder
Clerk to the Board of Commissioners

THIS AGREEMENT made and entered into this 1st day of July 2013, by and between the County of Sampson, one of the counties of the State of North Carolina and a body both politic and corporate, hereinafter referred to as "County", and the City of Clinton, a municipal corporation chartered by the State of North Carolina, hereinafter referred to as "City";

WITNESSETH:

THAT WHEREAS, the County desires for the City to provide planning services for County by and through its Planning and Development Department; and

WHEREAS, the City has agreed to provide such services for the County; and

WHEREAS, by action of the Sampson County Board of Commissioners and the Clinton City Council, the parties hereto have reached an agreement concerning the provision of planning services to the County.

NOW, THEREFORE, for and in consideration of the payment hereinafter mentioned, the mutual promises herein contained and the mutual benefits to result there from, and pursuant to the provisions of Chapter 160A and Chapter 153A of the North Carolina General Statutes, the County and City agree as follows:

1. **TERM.** The term of this agreement shall be for one (1) year beginning July 1, 2013, and ending June 30, 2014, and shall be renewed automatically thereafter for additional one (1) year terms if the parties agree upon a budget for said department and make appropriations in keeping with the agreed upon division of funding. If the parties cannot agree or do not appropriate funding on an agreed upon basis, then the contract shall be extended for a period of six (6) months and the County shall pay compensation to the City on the same basis that it paid for that period in the preceding fiscal year adjusted for inflation in accordance with the January Consumer Price Index for the South region as reported by the Bureau of Labor Statistics, Southeastern Regional Office for the category of all urban consumers, all items group.
2. **DIVISION OF FUNDING.** Parties agree that the division of funding for the initial term of this revised contract for planning services will require the County to pay \$155,091 or 50 percent of the proposed budget. On or about April 1 of each year, the City will provide the County with a budget estimate for the upcoming fiscal year and a suggested division of funding. Parties agree that the division of funding for the County will remain at 50 percent for a minimum of three additional contract terms provided that the level of services remains substantially the same.
3. **SERVICES.** The City agrees to provide the County comprehensive planning services including zoning administration and enforcement, subdivision administration, long-range planning, and transportation planning. City employees will act as staff and provide proper reports to the Board of Commissioners, County Planning Board, and County Board of Adjustment, and will coordinate services with other City and County departments. City will provide day-to-day management of all department operations by the Planning and Development Director under the direction of the City Manager. Any person having a complaint concerning planning services may direct it to the County Manager. County agrees to follow departmental protocol for all citizen complaints.

4. **AUTHORIZATION.** County agrees that the City of Clinton Planning and Development employees shall be authorized to enforce all County zoning, subdivision and other pertinent ordinances and regulations in the County in connection with providing the services listed above, The County agrees to promptly provide to the City of Clinton Planning and Development Department a copy of all properly adopted regulations and ordinances pertaining to the services listed above.
5. **COMPENSATION.** The County agrees to compensate the City for these services by paying the amount appropriated in its budget in equal biannual installments on July 15, and January 15.
6. **FISCAL ACCOUNTABILITY.** The City agrees to present the County with a budget that reflects the cost of operating the Planning and Development program. In addition, at the conclusion of each fiscal year, the Planning and Development Director will report to the City Manager any funds which were unexpended for capital, professional services or salaries resulting from any vacancy greater than thirty (30) consecutive days. Upon receipt of this information, the City Manager will cause a prorated portion of these unexpended funds to be refunded to the County.
7. **FEES.** Planning fees established by ordinance shall be collected by the City and deposited with the County Finance Department in a timely manner. Fee schedules will be reviewed annually for recommendations to the Board of Commissioners.
8. **ASSETS PREVIOUSLY FURNISHED.** The vehicle, furnishings, computers, equipment and supplies heretofore provided by the County to the City for planning services will continue to be in the possession of the City. At such time that the City no longer desires to use the vehicle, furnishings, computers, equipment and machines transferred by the County for use by the City's Planning and Development Department, such equipment will be returned to the County for disposal.
9. **ASSETS ACQUIRED IN THE FUTURE.** From and after July 1, 2012, the pro rata cost of capital assets of a value of \$500.00 or greater which are acquired for use by the Clinton/Sampson County Planning and Development Department will be determined during the budget process and approved by the Board of Commissioners and the City Council. The City will track these assets in such a fashion that when the capital assets are no longer being used by said department, they will be disposed of by the City in a timely manner and the proceeds derived from such sale will be divided between the City and County on the same pro rata basis as they were acquired.
10. **TERMINATION.** In addition to the method of termination provided in paragraph 1:
 - a) either party may terminate this agreement upon three (3) months written notice before the end of the term to the other party
 - b) notice shall be given to:

As to the City of Clinton:

City Manager
 Post Office Box 199
 Clinton, NC 28329

As to the County of Sampson:

County Manager
 406 County Complex Road
 Clinton, NC 28328

11. EFFECTIVE DATE. This agreement shall be effective upon its adoption by the majority vote of the members of the governing board of the County and City and its due execution by the proper officials of each unit of government and the minutes of each unit of government shall record the action taken in accordance herewith.

12. RETENTION OF POWERS. This is a contract for planning services only and each governmental unit retains its appointive and decision making powers within the respective jurisdictions.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed in their respective names by their proper officials all by authority of a resolution duly adopted by the governing body of each of the governmental units.

COUNTY OF SAMPSON

By: _____
Billy C. Lockamy, Chairman
Board of Commissioners

ATTEST:

Susan J. Holder, Clerk to the Board

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

CITY OF CLINTON

By: _____
Lew Starling, Mayor

ATTEST:

Elaine F. Hunt, Clerk to the Board

Contract # 13 Fiscal Year Begins July 1, 2013 Ends June 30, 2014
Primary Attorney

This contract is hereby entered into by and between the Sampson County Department of Social Services (the "County") and Warrick and Bradshaw P.A. (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number is 56-1134481 and DUNS Number (*optional*).

1. Contract Documents: This Contract consists of the following documents:

- (1) This contract
- (2) The General Terms and Conditions (Attachment A)
- (3) The Scope of Work, description of services, and rate (Attachment B)
- (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
- (5) Conflict of Interest (Attachment D)
- (6) No Overdue Taxes (Attachment E)
- (7) Federal Certification Regarding Environmental Tobacco Smoke (Attachment F)
- (8) Federal Certification Regarding Lobbying (Attachment G)
- (9) Federal Certification Regarding Debarment (Attachment H)
- (10) HIPAA Business Associate Addendum (Attachment I)
- (10) Contract Determination Questionnaire

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

2. Precedence among Contract Documents: In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

3. Effective Period: This contract shall be effective on **July 1, 2013** and shall terminate on **June 30, 2014**. This contract is for twelve months.

4. Contractor's Duties: The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

5. County's Duties: The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed **\$166,950**. This amount consists of **\$90,153** in Federal funds, **\$1,670** in State Funds, **\$75,127** in County funds

- a. There are no matching requirements from the Contractor.
- b. The Contractor's matching requirement is \$ _____, which shall consist of:
- | | |
|---|--|
| <input type="checkbox"/> In-kind | <input type="checkbox"/> Cash |
| <input type="checkbox"/> Cash and In-kind | <input type="checkbox"/> Cash and/or In-kind |

The contributions from the Contractor shall be sourced from non-federal funds. The total contract amount including any Contractor match shall not exceed **\$166,950**.

6. Reporting Requirements:

Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular A-133. and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

7. Payment Provisions:

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

8. Contract Administrators: All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the County:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name & Title Sarah W. Bradshaw, Director County Sampson County DSS Mailing Address PO Box 1105 City, State, Zip Clinton, NC 28329	Name & Title Sarah W. Bradshaw, Director County Sampson County DSS Street Address 360 County Complex Rd., Suite 100 City, State, Zip Clinton, NC 28328
Telephone 910-592-7131 Fax 910-592-3763 Email sarah.bradshaw@sampsondss.net	

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name & Title Benjamin R. Warrick Company Name Warrick and Bradshaw, PA Mailing Address PO Box 1216 City State Zip Clinton, NC 28329	Name & Title Benjamin R. Warrick Company Name Warrick and Bradshaw, PA Mailing Address 609 College Street City State Zip Clinton, NC 28328
Telephone 910-590-2900 Fax 910-590-2555 Email	

9. Supplementation of Expenditure of Public Funds:

The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.

10. Disbursements:

As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

- (a) Implement adequate internal controls over disbursements;
- (b) Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;
- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

11. Outsourcing to Other Countries:

The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

12. Federal Certifications:

Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

13. Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

The Contractor and the County have executed this contract in triplicate originals, with one original for Contractor, one for County and one for the Finance Office

_____ Signature	_____ Date
<u>Benjamin R. Warrick</u> Printed Name	<u>President</u> Title

SAMPSON COUNTY

_____ Signature	_____ Date
<u>Sarah W. Bradshaw</u> Printed Name	<u>Director</u> Title

_____ Signature <i>(must be legally authorized to sign contracts for County DSS)</i>	_____ Date
<u>Edwin W. Causey</u> Printed Name	<u>County Manager</u> Title

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

_____ Signature	_____ Date
<u>David K. Clack</u> Printed Name	<u>County Finance Officer</u> Title

Attachment A
General Terms and Conditions

Relationships of the Parties

Independent Contractor: The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the County.

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the County. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may:

- (a) Forward the Contractor's payment check(s) directly to any person or entity designated by the Contractor, or
- (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).

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

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the County and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County and any of their officers, agents and employees, from any claims of third parties arising out or any act or omission of the Contractor in connection with the performance of this contract.

Insurance: During the term of the contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

- (a) **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
- (b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) **Automobile Liability Insurance:** The Contractor shall provide automobile liability insurance with a combined single limit of \$500,000.00 for bodily injury and property damage; a limit of \$500,000.00 for uninsured/under insured motorist coverage; and a limit of \$2,000.00 for medical payment coverage. The Contractor shall provide this insurance for all automobiles that are:
 - (a) owned by the Contractor and used in the performance of this contract;
 - (b) hired by the Contractor and used in the performance of this contract; and
 - (c) Owned by Contractor's employees and used in performance of this contract ("non-owned vehicle insurance"). Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner's liability insurance.

The Contractor is not required to provide and maintain automobile liability insurance on any vehicle – owned, hired,

or non-owned -- unless the vehicle is used in the performance of this contract.

- (d) The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.
- (e) The Contractor understands and agrees that the insurance coverage minimums specified in subparagraph (a) are not limits, or caps, on the Contractor's liability or obligations under this contract.
- (f) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.
- (g) The Contractor may obtain a waiver of any one or more of the requirements in paragraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.
- (h) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Contractor and is of the essence of this contract.
 - (i) The Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.
 - (j) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.
 - (k) The Contractor shall require its subcontractors to comply with the requirements of this paragraph.
 - (l) The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance to the County before the Contractor begins work under this contract.

Transportation of Clients by Contractor:

The contractor will maintain Insurance requirements if required as noted under Article 7 Rule R2-36 of the North Carolina Utilities Commission.

Default and Termination

Termination Without Cause: The County may terminate this contract without cause by giving 30 days written notice to the Contractor.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written

notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the County of any default or breach in compliance with the terms of this contract by the Provider shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the County and the Contractor and attached to the contract.

Availability of Funds: The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the County.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this contract are the exclusive property of the County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

Federal Intellectual Property Bankruptcy Protection Act: The Parties agree that the County shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

Compliance with Applicable Laws

Compliance with Laws: The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Title VI, Civil Rights Compliance: In accordance with Federal law and U.S. Department of Agriculture (USDA) and U.S. Department of Health and Human Services (HHS) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. Under the Food Stamp Act and USDA policy, discrimination is prohibited also on the basis of religion or political beliefs.

Equal Employment Opportunity: The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the County determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the County may require to ensure compliance.

Trafficking Victims Protection Act of 2000 : The Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104)

Executive Order # 24: It is unlawful for any vendor, contractor, subcontractor or supplier of the state to make gifts or to give favors to any state employee. For additional information regarding the specific requirements and exemptions, contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the County. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Division. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

Warranties and Certifications

Date and Time Warranty: The Contractor warrants that the product(s) and service(s) furnished pursuant to this contract ("product" includes, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) that perform any date and/or time data recognition function, calculation, or sequencing will support a four digit year format and will

provide accurate date/time data and leap year calculations. This warranty shall survive the termination or expiration of this contract.

Certification Regarding Collection of Taxes: G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Contractor certifies that it and all of its affiliates (if any) collect all required taxes.

Miscellaneous

Choice of Law: The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be the county in which the contract originated. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be the county where the contract originated, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates established in County policy.

Sales/Use Tax Refunds: If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

**ATTACHMENT B – Scope of Work Federal Tax Id. 56-1134481
Contract # 13**

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Warrick and Bradshaw, PA
2. Telephone Number:910-590-2900 Fax Number:910-590-2555 Email:
3. Name of Program (s): Child Welfare Services. Adult Protective Services and Child Support
4. Status: Public Private, Not for Profit Private, For Profit
5. Contractor's Financial Reporting Year January through December

B. Explanation of Services to be provided and to whom (include SIS Service Code):

1. Foster Care Services for Children - (SIS Code 100) – Attorney services to facilitate permanency planning for a child in the custody of the agency.
2. Protective Services for Children – (SIS Code 210) – Attorney services to represent the agency where court action is necessary to protect children as part of protective services – (Family Services manual, Volume I, Chapter VIII).
3. Protective Services for Adults – (SIS Code 200) – Attorney services to represent the agency where court action is necessary to protect adults as part of protective services – (Family Services manual, Volume IV, Chapter XVI).
4. Child Support Establishment and Enforcement – (App Code 361) – Attorney services for the representation of the Child Support Enforcement Unit under the Department of Social Services for any and all required representation.
5. Paralegal Supervision – (App Code 359) – Monthly supervision of the agency paralegal.

C. Rate per unit of Service (define the unit):

Negotiated County Rate:

- a. Legal Attorney Services - \$85. per hour for Children and Adult Protective Services, Foster Care Services and Child Support Establishment and Enforcement services. (Must be inclusive of the attorney’s time as well **as any adjunctive expenses** routinely incurred by the attorney in the public practice of law. Such adjunctive expenses might include photocopying, postage, telephone bills, legal secretary expenses, and so on.)
- b. Paralegal Supervision - \$100. per month for supervision of the agency paralegal.
- c. Administrative Attorney Services – A rate of up to \$55. per hour for these services, not to exceed \$440. per day. Specifically, this category would include attendance at professional meetings, seminars, and the like. Travel and subsistence payments are allowable in addition to the hourly rate up to a maximum of the same rates that are applicable to the county DSS employees. However, an attorney may not be paid an hourly rate for time spent traveling.

D. Number of units to be provided:

- 12 Months of Supervision of the Agency Paralegal (12 X \$100.= \$1,200.)
- 380 Hours of legal representation for Child Protective Services (380 X \$85.= \$32,300.)
- 170 Hours of legal representation for Adult Protective Services (170 X \$85.= \$14,450.)
- 700 Hours of legal representation for Foster Care Services (700 X \$85.= \$59,500.)
- 700 Hours of legal representation for Child Support Establishment and Enforcement (700 X \$85.= \$59,500.)

E. Details of Billing process and Time Frames;

The law firm will submit detailed billing to the Sampson County Department of Social Services monthly for services provided based on rates in section C above.

F. Area to be served/Delivery site(s):

Sampson County and other areas as needed or directed by the agency.

(Signature of County Authorized Person)

(Signature of Contractor)

(Date Submitted)

(Date Submitted)

ATTACHMENT C

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS AND CERTIFICATION REGARDING NONDISCRIMINATION

Sampson County Department of Social Services

- I. By execution of this Agreement the Contractor certifies that it will provide a drug-free workplace by:
- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Contractor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - C. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (A);
 - D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the agreement, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - E. Notifying the County within ten days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction;
 - F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

- II. The site(s) for the performance of work done in connection with the specific agreement are listed below:
- 1. Sampson County
 - 2. Contractor will inform the County of any additional sites for performance of work under this agreement.

ATTACHMENT D

Conflict of Interest Policy

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists. In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

F. **Violations of the Conflicts of Interest Policy** -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

G. **Record of Conflict** -- The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.

2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

Warrick and Bradshaw, PA
Name of Organization

Signature of Organization Official

Date

NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of Sampson

I, _____, Notary Public for said County and State, certify that
Benjamin R. Warrick personally appeared before me this day and acknowledged
that he/she is President of Warrick and Bradshaw, PA and by that authority duly given
and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board
of Directors/Trustees or other governing body in a meeting held on the 1st day of July, 2012.

Sworn to and subscribed before me this _____ day of _____, _____.

(Official Seal)

Notary Public

My Commission expires _____, 20 ____

ATTACHMENT E – NO OVERDUE TAXES

WARRICK AND BRADSHAW, PA
609 College Street; PO Box 1216
Clinton, NC 28329
(910) 590-2900

July 1, 2013

To: Sampson County Department of Social Services

Certification:

We certify that Warrick and Bradshaw, PA does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

Sworn Statement:

Benjamin R. Warrick being duly sworn, say that I am the authorizing official of Warrick and Bradshaw, PA of Clinton in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of my knowledge and was made and subscribed by me. I also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Benjamin R. Warrick

Sworn to and subscribed before me on the day of the date of said certification.

(Notary Signature and Seal)

My Commission Expires: _____

Attachment G

SAMPSON COUNTY DEPARTMENT OF SOCIAL SERVICES Certification Regarding Lobbying

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Notwithstanding other provisions of federal OMB Circulars A-122 and A-87, costs associated with the following activities are unallowable:

Paragraph A.

- (1) Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activity;
- (2) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections;
- (3) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity), or with any Government official or employee in connection with a decision to sign or veto enrolled legislation;
- (4) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or
- (5) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

The following activities as enumerated in Paragraph B are excepted from the coverage of Paragraph A:

Paragraph B.

- (1) Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof, in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the recipient member, legislative body or subdivision, or a cognizant staff member thereof; provided such information is readily obtainable and can be readily put in deliverable form; and further provided that costs under this section for travel, lodging or meals are unallowable unless incurred to offer testimony at a regularly scheduled Congressional hearing pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearing.
- (2) Any lobbying made unallowable by subparagraph A (3) to influence State legislation in order to directly reduce the cost, or to avoid material impairment of the organization's authority to perform the grant, contract, or other agreement.
- (3) Any activity specifically authorized by statute to be undertaken with funds from the grant, contract, or other agreement.

Paragraph C.

- (1) When an organization seeks reimbursement for indirect costs, total lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs in accordance with the procedures of subparagraph B.(3).
- (2) Organizations shall submit, as part of the annual indirect cost rate proposal, a certification that the requirements and standards of this paragraph have been complied with.
- (3) Organizations shall maintain adequate records to demonstrate that the determination of costs as being allowable or unallowable pursuant to this section complies with the requirements of this Circular.
- (4) Time logs, calendars, or similar records shall not be required to be created for purposes of complying with this paragraph during any particular calendar month when: (1) the employee engages in lobbying (as defined in subparagraphs (a) and (b)) 25 percent or less of the employee's compensated hours of employment during that calendar month, and (2) within the preceding five-year period, the organization has not materially misstated allowable or unallowable costs of any nature, including legislative lobbying costs. When conditions (1) and (2) are met, organizations are not required to establish records to support the allowability of claimed costs in addition to records already required or maintained. Also, when conditions (1) and (2) are met, the absence of time logs, calendars, or similar records will not serve as a basis for disallowing costs by contesting estimates of lobbying time spent by employees during a calendar month.
- (5) Agencies shall establish procedures for resolving in advance, in consultation with OMB, any significant questions or disagreements concerning the interpretation or application of this section. Any such advance resolution shall be binding in any subsequent settlements, audits or investigations with respect to that grant or contract for purposes of interpretation of this Circular; provided, however, that this shall not be construed to prevent a contractor or grantee from contesting the lawfulness of such a determination.

Paragraph D.

Executive lobbying costs. Costs incurred in attempting to improperly influence either directly or indirectly, an employee or officer of the Executive Branch of the Federal Government to give consideration or to act regarding a sponsored agreement or a regulatory matter are unallowable. Improper influence means any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a federally sponsored agreement or regulatory matter on any basis other than the merits of the matter.

 Signature

 Warrick and Bradshaw, PA
 Agency/Organization

 President
 Title

 Date

(Certification signature should be same as Contract signature.)

ATTACHMENT H

**SAMPSON COUNTY DEPARTMENT OF SOCIAL SERVICES
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS**

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

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

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature
Warrick and Bradshaw, PA
Agency/Organization

President
Title

Date

ATTACHMENT I

SAMPSON COUNTY DEPARTMENT OF SOCIAL SERVICES DEPARTMENT OF HEALTH AND HUMAN SERVICES BUSINESS ASSOCIATE ADDENDUM

This Agreement is made effective the 1st day of July, 2013, by and between Sampson County Department of Social Services ("Covered Entity") and Warrick and Bradshaw, PA ("Business Associate") (collectively the "Parties").

1. BACKGROUND

- a. Covered Entity and Business Associate are parties to a contract entitled Contract #13 - Primary Attorney (the "Contract"), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. Covered Entity is an organizational unit of Sampson County that has been designated in whole or in part by the County as a health care component for purposes of the HIPAA Privacy and Security Rules.
- c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a "business associate" within the meaning of the HIPAA Privacy Rule.
- d. The Parties enter into this Business Associate Addendum to the Contract with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate, and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

- a. "HIPAA" means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- b. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- c. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- d. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- e. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103.
- f. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his designee.
- g. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.

- e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- g. Business Associate agrees, at the request of the Covered Entity, to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526.
- h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Sampson County Department of Social Services, in a time and manner designated by the Secretary, for purposes of the Sampson County Department of Social Services determining Covered Entity's compliance with the Privacy Rule.
- i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, and to provide this information to Covered Entity or an Individual to permit such a response.

4. PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Contract permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure:
 - 1) would not violate the Privacy Rule if done by Covered Entity; or
 - 2) would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information as necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that:
 - 1) disclosures are Required By Law; or
 - 2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- d. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- e. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the Contract or other applicable law or agreements.

5. TERM AND TERMINATION

- a. **Term.** This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
 - 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
 - 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.
- c. **Effect of Termination.**
 - 1) Except as provided in paragraph (2) of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - 2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. GENERAL TERMS AND CONDITIONS

- a. This Agreement amends and is part of the Contract.
- b. Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.
- c. In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the Contract terms shall prevail so long as they are in accordance with the Privacy Rule.
- d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.

SIGNATURES:

Benjamin R. Warrick
Business Associate/Contractor

Sarah W. Bradshaw
County

CONTRACT PROVIDER NAME: Warrick and Bradshaw, PA

CONTRACT NUMBER: 13

CONTRACT PERIOD: July 1, 2013 - June 30, 2014

PROVIDER'S FISCAL YEAR: January 1 - December 31

**CONTRACT DETERMINATION QUESTIONNAIRE
(PURCHASE OF SERVICE VS. FINANCIAL ASSISTANCE)**

Instructions: Enter 5 points for each factor in either the yes or no column. Once the entire list has been completed tally the points in each column. The column with the most points should be a good indicator of the designation of the organization--either Financial Assistance (Grant) or Vendor (Purchase of Service).

Determination Factors	5 points	5 points
	Financial Assistance YES	Purchase of Service NO
1 Does the provider determine eligibility?		5
2 Does the provider provide administrative functions such as Develop program standards procedures and rules?		5
3 Does the provider provide administrative functions such as Program Planning?		5
4 Does the provider provide administrative functions such as Monitoring?		5
5 Does the provider provide administrative functions such as Program Evaluation?		5
6 Does the provider provide administrative functions such as Program Compliance?		5
7 Is provider performance measured against whether specific objectives are met?		5
8 Does the provided have responsibility for programmatic decision making?		5
9 Is the provider objective to carry out a public purpose to support an overall program objective?		5
10 Does the provider have to submit a cost report to satisfy a cost reimbursement arrangement?		5
11 Does the provider have any obligation to the funding authority other than the delivery of the specified goods/services?		5
12 Does the provider operate in a noncompetitive environment?		5
13 Does the provider provide these or similar goods and/or services only to the funding agency?		5
14 Does the provide these or similar goods and/or services outside normal business operations?		5
TOTAL	0	70

Note: The authorized individual(s) must place an X in one of the boxes below to indicate the type of contractual arrangement for this contract , then sign and date where indicated.

FINANCIAL ASSISTANCE

PURCHASE SERVICE

Signature of Authorized Programmatic Individual

DATE

Signature of Authorized Administrative Individual

DATE

Revised effective 7-1-2013

8. Contract Administrators: All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the County:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Sarah W. Bradshaw, Director	Name & Title	Sarah W. Bradshaw, Director
County	Sampson County DSS	County	Sampson County DSS
Mailing Address	PO Box 1105	Street Address	360 County Complex Rd., Suite 100
City, State, Zip	Clinton, NC 28329	City, State, Zip	Clinton, NC 28328
Telephone	910-592-7131		
Fax	910-592-3763		
Email	sarah.bradshaw@sampsondss.net		

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Alison G. Bradshaw	Name & Title	Alison G. Bradshaw
Company Name	Howard and Bradshaw, PLLC	Company Name	Howard and Bradshaw, PLLC
Mailing Address	PO Box 81	Mailing Address	115 E Elizabeth Street
City State Zip	Clinton, NC 28329	City State Zip	Clinton, NC 28328
Telephone	910-592-1942		
Fax	910-222-3170		
Email	Alison@howardandbradshaw.com		

9. Supplementation of Expenditure of Public Funds:

The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.

10. Disbursements:

As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

- (a) Implement adequate internal controls over disbursements;
- (b) Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;
- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

11. Outsourcing to Other Countries:

The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

12. Federal Certifications:

Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

13. Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

The Contractor and the County have executed this contract in triplicate originals, with one original for Contractor, one for County and one for the Finance Office.

_____ Signature	_____ Date
<u>Alison G. Bradshaw</u> Printed Name	<u>Partner</u> Title

SAMPSON COUNTY

_____ Signature	_____ Date
<u>Sarah W. Bradshaw</u> Printed Name	<u>Director</u> Title

_____ Signature <i>(must be legally authorized to sign contracts for County DSS)</i>	_____ Date
<u>Edwin W. Causey</u> Printed Name	<u>County Manager</u> Title

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

_____ Signature	_____ Date
<u>David K. Clack</u> Printed Name	<u>County Finance Officer</u> Title

**Attachment A
General Terms and Conditions**

Relationships of the Parties

Independent Contractor: The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the County.

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the County. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may:

- (a) Forward the Contractor's payment check(s) directly to any person or entity designated by the Contractor, or
- (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).

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

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the County and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County and any of their officers, agents and employees, from any claims of third parties arising out or any act or omission of the Contractor in connection with the performance of this contract.

Insurance: During the term of the contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

- (a) **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
- (b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) **Automobile Liability Insurance:** The Contractor shall provide automobile liability insurance with a combined single limit of \$500,000.00 for bodily injury and property damage; a limit of \$500,000.00 for uninsured/under insured motorist coverage; and a limit of \$2,000.00 for medical payment coverage. The Contractor shall provide this insurance for all automobiles that are:
 - (a) owned by the Contractor and used in the performance of this contract;
 - (b) hired by the Contractor and used in the performance of this contract; and
 - (c) Owned by Contractor's employees and used in performance of this contract ("non-owned vehicle insurance"). Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner's liability insurance.

The Contractor is not required to provide and maintain automobile liability insurance on any vehicle – owned, hired,

or non-owned -- unless the vehicle is used in the performance of this contract.

- (d) The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.
- (e) The Contractor understands and agrees that the insurance coverage minimums specified in subparagraph (a) are not limits, or caps, on the Contractor's liability or obligations under this contract.
- (f) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.
- (g) The Contractor may obtain a waiver of any one or more of the requirements in paragraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.
- (h) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Contractor and is of the essence of this contract.
 - (i) The Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.
 - (j) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.
 - (k) The Contractor shall require its subcontractors to comply with the requirements of this paragraph.
 - (l) The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance to the County before the Contractor begins work under this contract.

Transportation of Clients by Contractor:

The contractor will maintain Insurance requirements if required as noted under Article 7 Rule R2-36 of the North Carolina Utilities Commission.

Default and Termination

Termination Without Cause: The County may terminate this contract without cause by giving 30 days written notice to the Contractor.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written

notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the County of any default or breach in compliance with the terms of this contract by the Provider shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the County and the Contractor and attached to the contract.

Availability of Funds: The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the County.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this contract are the exclusive property of the County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

Federal Intellectual Property Bankruptcy Protection Act: The Parties agree that the County shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

Compliance with Applicable Laws

Compliance with Laws: The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Title VI, Civil Rights Compliance: In accordance with Federal law and U.S. Department of Agriculture (USDA) and U.S. Department of Health and Human Services (HHS) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. Under the Food Stamp Act and USDA policy, discrimination is prohibited also on the basis of religion or political beliefs.

Equal Employment Opportunity: The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the County determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the County may require to ensure compliance.

Trafficking Victims Protection Act of 2000 : The Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104)

Executive Order # 24: It is unlawful for any vendor, contractor, subcontractor or supplier of the state to make gifts or to give favors to any state employee. For additional information regarding the specific requirements and exemptions, contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the County. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Division. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

Warranties and Certifications

Date and Time Warranty: The Contractor warrants that the product(s) and service(s) furnished pursuant to this contract ("product" includes, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) that perform any date and/or time data recognition function, calculation, or sequencing will support a four digit year format and will

provide accurate date/time data and leap year calculations. This warranty shall survive the termination or expiration of this contract.

Certification Regarding Collection of Taxes: G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Contractor certifies that it and all of its affiliates (if any) collect all required taxes.

Miscellaneous

Choice of Law: The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be the county in which the contract originated. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be the county where the contract originated, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates established in County policy.

Sales/Use Tax Refunds: If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

**ATTACHMENT B – Scope of Work Federal Tax Id. 26-4223185
Contract # 14**

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Howard and Bradshaw, PLLC
2. Telephone Number:910-592-1942 Fax Number:910-222-3170 Email: Alison@howardandbradshaw.com
3. Name of Program (s): Child Welfare Services. Adult Protective Services and Child Support
4. Status: Public Private, Not for Profit Private, For Profit
5. Contractor's Financial Reporting Year January through December

B. Explanation of Services to be provided and to whom (include SIS Service Code):

1. Foster Care Services for Children - (SIS Code 100) – Attorney services to facilitate permanency planning for a child in the custody of the agency.
2. Protective Services for Children – (SIS Code 210) – Attorney services to represent the agency where court action is necessary to protect children as part of protective services – (Family Services manual, Volume I, Chapter VIII).
3. Protective Services for Adults – (SIS Code 200) – Attorney services to represent the agency where court action is necessary to protect adults as part of protective services – (Family Services manual, Volume IV, Chapter XVI).
4. Child Support Establishment and Enforcement – (App Code 361) – Attorney services for the representation of the Child Support Enforcement Unit under the Department of Social Services for any and all required representation.

C. Rate per unit of Service (define the unit):

Negotiated County Rate:

Legal Attorney Services - \$85. per hour for Children and Adult Protective Services, Foster Care Services and Child Support Establishment and Enforcement services. (Must be inclusive of the attorney’s time as well **as any adjunctive expenses** routinely incurred by the attorney in the public practice of law. Such adjunctive expenses might include photocopying, postage, telephone bills, legal secretary expenses, and so on.)

D. Number of units to be provided:

- 10 Hours of legal representation for Child Protective Services (10 X \$85.= \$850.)
- 10 Hours of legal representation for Adult Protective Services (10 X \$85.= \$850.)
- 20 Hours of legal representation for Foster Care Services (20 X \$85.= \$1,700.)
- 40 Hours of legal representation for Child Support Establishment and Enforcement (40 X \$85.= \$3,400.)

E. Details of Billing process and Time Frames;

The law firm will submit detailed billing to the Sampson County Department of Social Services monthly for services provided based on rates in section C above.

F. Area to be served/Delivery site(s):

Sampson County and other areas as needed or directed by the agency.

Sarah W. Bradshaw

Alison G. Bradshaw

(Date Submitted)

(Date Submitted)

ATTACHMENT C

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS AND CERTIFICATION REGARDING NONDISCRIMINATION

Sampson County Department of Social Services

- I. By execution of this Agreement the Contractor certifies that it will provide a drug-free workplace by:
- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Contractor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - C. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (A);
 - D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the agreement, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - E. Notifying the County within ten days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction;
 - F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

- II. The site(s) for the performance of work done in connection with the specific agreement are listed below:
- 1. Sampson County
 - 2. Contractor will inform the County of any additional sites for performance of work under this agreement.

ATTACHMENT D

Conflict of Interest Policy

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists. In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

F. **Violations of the Conflicts of Interest Policy** -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

G. **Record of Conflict** -- The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.

2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

Howard and Bradshaw, PLLC
Name of Organization

Signature of Organization Official

Date

NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of Sampson

I, _____, Notary Public for said County and State, certify that
Alison G. Bradshaw personally appeared before me this day and acknowledged
that he/she is Partner/Attorney of Howard and Bradshaw, PLLC and by that authority duly given
and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board
of Directors/Trustees or other governing body in a meeting held on the 1st day of July, 2013.

Sworn to and subscribed before me this _____ day of _____, _____.

(Official Seal)

Notary Public

My Commission expires _____, 20 ____

ATTACHMENT E – NO OVERDUE TAXES

HOWARD AND BRADSHAW, PLLC
115 E Elizabeth Street; PO Box 81
Clinton, NC 28329
(910) 592-1942

July 1, 2013

To: Sampson County Department of Social Services

Certification:

We certify that Howard and Bradshaw, PLLC does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

Sworn Statement:

Alison G. Bradshaw being duly sworn, say that I am the authorizing official of Howard and Bradshaw, PLLC of Clinton in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of my knowledge and was made and subscribed by me. I also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Alison G. Bradshaw

Sworn to and subscribed before me on the day of the date of said certification.

(Notary Signature and Seal)

My Commission Expires: _____

ATTACHMENT F

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Sampson County Department of Social Services

Certification for Contracts, Grants, Loans and Cooperative Agreements

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this application, the Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards which contain provisions for children's services and that all subgrantees shall certify accordingly.

_____	_____
Signature	Partner Title
_____	_____
Howard and Bradshaw, PLLC Agency/Organization	Date

(Certification signature should be same as Contract signature.)

Attachment G

SAMPSON COUNTY DEPARTMENT OF SOCIAL SERVICES Certification Regarding Lobbying

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Notwithstanding other provisions of federal OMB Circulars A-122 and A-87, costs associated with the following activities are unallowable:

Paragraph A.

- (1) Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activity;
- (2) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections;
- (3) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity), or with any Government official or employee in connection with a decision to sign or veto enrolled legislation;
- (4) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or
- (5) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

The following activities as enumerated in Paragraph B are excepted from the coverage of Paragraph A:

Paragraph B.

- (1) Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof, in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the recipient member, legislative body or subdivision, or a cognizant staff member thereof; provided such information is readily obtainable and can be readily put in deliverable form; and further provided that costs under this section for travel, lodging or meals are unallowable unless incurred to offer testimony at a regularly scheduled Congressional hearing pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearing.
- (2) Any lobbying made unallowable by subparagraph A (3) to influence State legislation in order to directly reduce the cost, or to avoid material impairment of the organization's authority to perform the grant, contract, or other agreement.
- (3) Any activity specifically authorized by statute to be undertaken with funds from the grant, contract, or other agreement.

Paragraph C.

- (1) When an organization seeks reimbursement for indirect costs, total lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs in accordance with the procedures of subparagraph B.(3).
- (2) Organizations shall submit, as part of the annual indirect cost rate proposal, a certification that the requirements and standards of this paragraph have been complied with.
- (3) Organizations shall maintain adequate records to demonstrate that the determination of costs as being allowable or unallowable pursuant to this section complies with the requirements of this Circular.
- (4) Time logs, calendars, or similar records shall not be required to be created for purposes of complying with this paragraph during any particular calendar month when: (1) the employee engages in lobbying (as defined in subparagraphs (a) and (b)) 25 percent or less of the employee's compensated hours of employment during that calendar month, and (2) within the preceding five-year period, the organization has not materially misstated allowable or unallowable costs of any nature, including legislative lobbying costs. When conditions (1) and (2) are met, organizations are not required to establish records to support the allowability of claimed costs in addition to records already required or maintained. Also, when conditions (1) and (2) are met, the absence of time logs, calendars, or similar records will not serve as a basis for disallowing costs by contesting estimates of lobbying time spent by employees during a calendar month.
- (5) Agencies shall establish procedures for resolving in advance, in consultation with OMB, any significant questions or disagreements concerning the interpretation or application of this section. Any such advance resolution shall be binding in any subsequent settlements, audits or investigations with respect to that grant or contract for purposes of interpretation of this Circular; provided, however, that this shall not be construed to prevent a contractor or grantee from contesting the lawfulness of such a determination.

Paragraph D.

Executive lobbying costs. Costs incurred in attempting to improperly influence either directly or indirectly, an employee or officer of the Executive Branch of the Federal Government to give consideration or to act regarding a sponsored agreement or a regulatory matter are unallowable. Improper influence means any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a federally sponsored agreement or regulatory matter on any basis other than the merits of the matter.

	Partner
Signature	Title
Howard and Bradshaw, PLLC	
Agency/Organization	Date

(Certification signature should be same as Contract signature.)

ATTACHMENT H

**SAMPSON COUNTY DEPARTMENT OF SOCIAL SERVICES
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS**

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

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

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

	<u>Partner</u>
Signature	Title
<u>Howard and Bradshaw, PLLC</u>	Date
Agency/Organization	

ATTACHMENT I

SAMPSON COUNTY DEPARTMENT OF SOCIAL SERVICES BUSINESS ASSOCIATE ADDENDUM

This Agreement is made effective the 1st day of July, 2012, by and between Sampson County Department of Social Services ("Covered Entity") and Howard and Bradshaw, PLLC ("Business Associate") (collectively the "Parties").

1. BACKGROUND

- a. Covered Entity and Business Associate are parties to a contract entitled Contract #14 - Secondary Attorney (the "Contract"), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. Covered Entity is an organizational unit of Sampson County that has been designated in whole or in part by the County as a health care component for purposes of the HIPAA Privacy and Security Rules.
- c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a "business associate" within the meaning of the HIPAA Privacy Rule.
- d. The Parties enter into this Business Associate Addendum to the Contract with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate, and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

- a. "HIPAA" means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- b. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- c. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- d. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- e. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103.
- f. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his designee.
- g. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of

Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

- f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- g. Business Associate agrees, at the request of the Covered Entity, to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526.
- h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Sampson County Department of Social Services, in a time and manner designated by the Secretary, for purposes of the Sampson County Department of Social Services determining Covered Entity's compliance with the Privacy Rule.
- i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, and to provide this information to Covered Entity or an Individual to permit such a response.

4. PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Contract permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure:
 - 1) would not violate the Privacy Rule if done by Covered Entity; or
 - 2) would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information as necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that:
 - 1) disclosures are Required By Law; or
 - 2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- d. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- e. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the Contract or other applicable law or agreements.

5. TERM AND TERMINATION

- a. **Term.** This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.

- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
 - 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
 - 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.
- c. **Effect of Termination.**
 - 1) Except as provided in paragraph (2) of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - 2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. GENERAL TERMS AND CONDITIONS

- a. This Agreement amends and is part of the Contract.
- b. Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.
- c. In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the Contract terms shall prevail so long as they are in accordance with the Privacy Rule.
- d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.

SIGNATURES:

Alison G. Bradshaw
Business Associate/Contractor

Sarah W. Bradshaw
County

CONTRACT PROVIDER NAME: Howard and Bradshaw, PLLC

CONTRACT NUMBER: 14

CONTRACT PERIOD: July 1, 2013 - June 30, 2014

PROVIDER'S FISCAL YEAR: January 1 - December 31

**CONTRACT DETERMINATION QUESTIONNAIRE
(PURCHASE OF SERVICE VS. FINANCIAL ASSISTANCE)**

Instructions: Enter 5 points for each factor in either the yes or no column. Once the entire list has been completed tally the points in each column. The column with the most points should be a good indicator of the designation of the organization--either Financial Assistance (Grant) or Vendor (Purchase of Service).

Determination Factors	5 points	5 points
	Financial Assistance YES	Purchase of Service NO
1 Does the provider determine eligibility?		5
2 Does the provider provide administrative functions such as Develop program standards procedures and rules?		5
3 Does the provider provide administrative functions such as Program Planning?		5
4 Does the provider provide administrative functions such as Monitoring?		5
5 Does the provider provide administrative functions such as Program Evaluation?		5
6 Does the provider provide administrative functions such as Program Compliance?		5
7 Is provider performance measured against whether specific objectives are met?		5
8 Does the provided have responsibility for programmatic decision making?		5
9 Is the provider objective to carry out a public purpose to support an overall program objective?		5
10 Does the provider have to submit a cost report to satisfy a cost reimbursement arrangement?		5
11 Does the provider have any obligation to the funding authority other than the delivery of the specified goods/services?		5
12 Does the provider operate in a noncompetitive environment?		5
13 Does the provider provide these or similar goods and/or services only to the funding agency?		5
14 Does the provide these or similar goods and/or services outside normal business operations?		5
TOTAL	0	70

Note: The authorized individual(s) must place an X in one of the boxes below to indicate the type of contractual arrangement for this contract , then sign and date where indicated.

FINANCIAL ASSISTANCE

PURCHASE SERVICE

Signature of Authorized Programmatic Individual

DATE

Signature of Authorized Administrative Individual

DATE

Revised effective 7-1-2013

Sampson County
Office of Tax Assessor

PO Box 1082
Clinton, NC 28329

Phone 910-592-8146

Fax 910-592-4865

To: Ed Causey, County Manager
From: Jim Johnson, Tax Administrator
Date: July 15, 2013
Subject: Disabled Veteran Exclusion
(GS 105-277.1c)

The attached disabled veteran exclusion application was received after June 1, 2013. After that date, The Board of Commissioners must approve the application.

The applicant is as follows:

Sadie S Lee (widow)

A letter is submitted requesting approval of the late application.

The application meets the statutory requirements for the disabled veteran exclusion other than being timely filed.

Please put on the next Board of Commissioners consent agenda for their action.

The application was received on June 14, 2013.

June 14, 13

To whom it may concern:

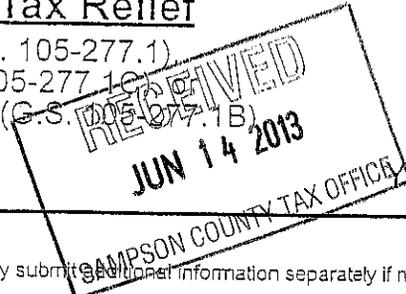
I did not know that June 1
was deadline for filing these
forms. Please forgive me.

Sadie S. Lee



Application for Property Tax Relief

Elderly or Disabled Exclusion (G.S. 105-277.1)
 Disabled Veteran Exclusion (G.S. 105-277.1C)
 Circuit Breaker Tax Deferment Program (G.S. 105-277.7B)



County of Sampson, NC

Year 2013

Instructions

Application Deadline: This application must be filed by June 1st to be timely filed. You may submit additional information separately if needed.
 Where to Submit Application: Submit this application to the county tax assessor where this property is located. County tax assessor addresses and telephone numbers can be found online at: www.dornc.com/downloads/CountyList.pdf. DO NOT submit this application to the North Carolina Department of Revenue.

- Office Use Only:

Property ID Number
12-0601720-01

Last Name of Applicant <u>Lee</u>	First Name <u>Sadie</u>	Middle Name <u>S</u>	Date of Birth (MM-DD-YY) <u>10/8/1944</u>
Last Name of Spouse <u>Lee</u>	First Name <u>Sadie</u>	Middle Name <u>S</u>	Date of Birth (MM-DD-YY) <u>10/8/1944</u>

Residence Address
211 Pearl St

City
Clinton State
NC Zip Code
28328

Mailing Address (if different from residence address)

City State Zip Code

E-mail Address

Home Telephone Number Work Telephone Number Ext. Cell Phone Number

Fill in applicable boxes:

Yes No ➔ Is this property your permanent legal residence?
 Addresses of secondary residences (if any):

Yes No ➔ If married, does your spouse live with you in the residence? If you answer No, provide your spouse's address.
N/A Addresses of spouse: Deceased 4-5-12

Yes No ➔ Are you or your spouse (if applicable) currently residing in a health care facility? If you answer Yes, fill in applicable circle
 Applicant Spouse and indicate current length of stay:

Yes No ➔ Do you and your spouse (if applicable) own 100% interest in the property? If you answer No, list all owners and their ownership percentage (round to the nearest 0.1%):

Owner		%	Owner		%
Owner		%	Owner		%
Owner		%	Owner		%

Note: Separate applications are required for each owner that is claiming property tax relief. If husband and wife own the property, only one application is required.

Part 3. Disabled Veteran Exclusion

Short Description: This program excludes up to the first \$45,000 of the appraised value of the permanent residence of a disabled veteran. A disabled veteran is defined as a veteran whose character of service at separation was honorable or under honorable conditions and who has a total and permanent service-connected disability or who received benefits for specially adapted housing under 38 U.S.C. 2101. There is no age or income limitation for this program. This benefit is also available to a surviving spouse (who has not remarried) of either (1) a disabled veteran as defined above, (2) a veteran who died as a result of a service-connected condition whose character of service at separation was honorable or under honorable conditions, or (3) a servicemember who died from a service-connected condition in the line of duty and not as a result of willful misconduct. See G.S. 105-277.1C for the full text of the statute.

Multiple Owners: Benefit limitations may apply when there are multiple owners. Each owner must file a separate application (other than husband and wife). Each eligible owner may receive benefits under either the Disabled Veteran Exclusion or the Elderly or Disabled Exclusion. The Circuit Breaker Property Tax Deferral cannot be combined with either of these two programs.

Fill in applicable boxes:

Yes No I am a disabled veteran. (See definition of disabled veteran above.)

Yes No I am the surviving spouse of either a disabled veteran or a servicemember who met the conditions in the description above. If you answer Yes, complete the next question.

Yes No I am currently unmarried and I have never remarried since the death of the veteran.

- Requirements:
1. File Form NCDVA-9 Certification for Disabled Veteran's Property Tax Exclusion. This form must first be certified by the United States Department of Veterans Affairs, and then filed with the county tax assessor.
 2. Complete Part 6. Affirmation and Signature.

Part 4. Circuit Breaker Property Tax Deferral

Short Description: Under this program, taxes for each year are limited to a percentage of the qualifying owner's income. A qualifying owner must either be at least 65 years of age or be totally and permanently disabled. For an owner whose income amount for the previous year does not exceed the income eligibility limit for the current year, which for the 2013 tax year is \$28,100, the owner's taxes will be limited to four percent (4%) of the owner's income. For an owner whose income exceeds the income eligibility limit (\$28,100) but does not exceed 150% of the income eligibility limit, which for the 2013 tax year is \$42,150, the owner's taxes will be limited to five percent (5%) of the owner's income.

However, the taxes over the limitation amount are deferred and remain a lien on the property. The last three years of deferred taxes prior to a disqualifying event will become due and payable, with interest, on the date of the disqualifying event. Interest accrues on the deferred taxes as if they had been payable on the dates on which they would have originally become due. Disqualifying events are death of the owner, transfer of the property, and failure to use the property as the owner's permanent residence. Exceptions and special provisions apply. See G.S. 105-277.1B for the full text of the statute.

YOU MUST FILE A NEW APPLICATION FOR THIS PROGRAM EVERY YEAR!!

Multiple Owners: Each owner (other than husband and wife) must file a separate application. All owners must qualify and elect to defer taxes under this program or no benefit is allowed under this program. The Circuit Breaker Property Tax Deferral cannot be combined with either the Elderly or Disabled Exclusion or the Disabled Veteran Exclusion.

Fill in applicable boxes:

Yes No As of January 1, were either you or your spouse (if applicable) at least 65 years of age? If you answer Yes, you do not have to file Form AV-9A Certification of Disability.

Yes No As of January 1, were you and your spouse (if applicable) both less than 65 years of age and at least one of you was totally and permanently disabled? If you answer Yes, you must file Form AV-9A Certification of Disability.

Yes No Have you owned the property for the last five full years prior to January 1 of this year and occupied the property for a total of five years?

Yes No Do all owners of this property qualify for this program and elect to defer taxes under this program? If you answer No, the property cannot receive benefit under this program.

- Requirements:
1. File Form AV-9A Certification of Disability if required above.
 2. Complete Part 5. Income Information.
 3. Complete Part 6. Affirmation and Signature.

Part 6. Affirmation and Signature

AFFIRMATION OF APPLICANT – Under penalties prescribed by law, I hereby affirm that, to the best of my knowledge and belief, all information furnished by me in connection with this application is true and complete. Furthermore, I understand that if I participate in the Circuit Breaker Property Tax Deferment Program, liens for the deferred taxes will exist on my property, and that when a disqualifying event occurs, the taxes for the year of the disqualifying event will be fully taxed and the last three years of deferred taxes prior to the disqualifying event will become due and payable, with all applicable interest.

Sadie Stokes Lee Sadie Stokes Lee _____
Applicant's Name (please print) Applicant's Signature Date

Spouse's Name (please print) Spouse's Signature Date

Refer to the Instructions on Page 1 for filing information and filing location.*

Office Use Only

Approved: Y / N Elderly/Disabled Disabled Veteran Circuit Breaker 4% 5%

Date: _____/_____/_____ By: _____ Comments: _____

AV-9A Received: _____/_____/_____ NCDVA-9 Received: _____/_____/_____

FITR Received: _____/_____/_____ Income: \$ _____

*All applications must be submitted by June 1 to be timely filed.

Late Applications: Upon a showing of good cause by the applicant for failure to make a timely application, an application for exemption or exclusion filed after the [due date] may be approved by the Department of Revenue, the board of equalization and review, the board of county commissioners, or the governing body of a municipality, as appropriate. An untimely application for exemption or exclusion approved under this subsection applies only to property taxes levied by the county or municipality in the calendar year in which the untimely application is filed. [N.C.G.S. 105-282.1(a1)]

Sampson County
Office of Tax Assessor
PO Box 1082
Clinton, NC 28329

Phone 910-592-8146

Fax 910-592-4865

To: Ed Causey, County Manager
From: Jim Johnson, Tax Administrator
Date: July 15, 2013
Subject: Disabled Veteran Exclusion
(GS 105-277.1c)

The attached disabled veteran exclusion application was received after June 1, 2013. After that date, The Board of Commissioners must approve the application.

The applicant is as follows:

Willie D Barksdale

A letter is submitted requesting approval of the late application.

The application meets the statutory requirements for the disabled veteran exclusion other than being timely filed.

Please put on the next Board of Commissioners consent agenda for their action.

The application was received on June 25, 2013.

To whom my concern

6/25/13

THE Reason I miss June 1 deadline
is because I received this notice from
Department of Veteran Affairs on June
24th 2013. Thank you.

Michelle R. B. Wade

RECEIVED
JUN 25 2013
SAMPSON COUNTY TAX OFFICE

Application for Property Tax Relief

Elderly or Disabled Exclusion (G.S. 105-277.1),
Disabled Veteran Exclusion (G.S. 105-277.1C), or
Circuit Breaker Tax Deferment Program (G.S. 105-277.1B)

158 6-1-12
RECEIVED
JUN 25 2013
SAMPSON COUNTY TAX OFFICE

County of Sampson, NC

Year 2012

Instructions

Application Deadline: This application must be filed by June 1st to be timely filed.

Where to Submit Application: Submit this application to the county tax assessor where this property is located. County tax assessor addresses and telephone numbers can be found online at: www.dorncc.com/downloads/CountyList.pdf. DO NOT submit this application to the North Carolina Department of Revenue.

- Office Use Only:

Property ID Number

Last Name of Applicant	First Name	Middle Name	Date of Birth (MM-DD-YY)
------------------------	------------	-------------	--------------------------

<u>Barksdale</u>	<u>Willie</u>	<u>D</u>	<u>06/06/1950</u>
------------------	---------------	----------	-------------------

Last Name of Spouse	First Name	Middle Name	Date of Birth (MM-DD-YY)
---------------------	------------	-------------	--------------------------

<u>Barksdale</u>	<u>Charlie</u>	<u>Mae</u>	<u>9/18/1953</u>
------------------	----------------	------------	------------------

Residence Address

<u>94 Barksdale Ln</u>	<u>NC</u>	<u>28341</u>
------------------------	-----------	--------------

City	State	Zip Code
------	-------	----------

Mailing Address (if different from residence address)

City	State	Zip Code
------	-------	----------

E-mail Address

Home Telephone Number	Work Telephone Number	Ext.	Cell Phone Number
-----------------------	-----------------------	------	-------------------

<u>910-533-3802</u>			<u>910-305-2118</u>
---------------------	--	--	---------------------

Fill in applicable boxes:

Yes No ➔ Is this property your permanent legal residence?

Addresses of secondary residences (if any):

Yes No ➔ If married, does your spouse live with you in the residence? If you answer No, provide your spouse's address.

Addresses of spouse:

Yes No ➔ Are you or your spouse (if applicable) currently residing in a health care facility? If you answer Yes, fill in applicable circle

Applicant Spouse and indicate current length of stay:

Yes No ➔ Do you and your spouse (if applicable) own 100% interest in the property? If you answer No, list all owners and their ownership percentage (round to the nearest 0.1%):

Owner _____ %	Owner _____ %
Owner _____ %	Owner _____ %
Owner _____ %	Owner _____ %

Note: Separate applications are required for each owner that is claiming property tax relief. If husband and wife own the property, only one application is required.

Part 3. Disabled Veteran Exclusion

Short Description: This program excludes up to the first \$45,000 of the appraised value of the permanent residence of a disabled veteran. A disabled veteran is defined as a veteran whose character of service at separation was honorable or under honorable conditions and who has a total and permanent service-connected disability or who received benefits for specially adapted housing under 38 U.S.C. 2101. There is no age or income limitation for this program. This benefit is also available to a surviving spouse (who has not remarried) of either (1) a disabled veteran as defined above, (2) a veteran who died as a result of a service-connected condition whose character of service at separation was honorable or under honorable conditions, or (3) a servicemember who died from a service-connected condition in the line of duty and not as a result of willful misconduct. See G.S. 105-277.1C for the full text of the statute.

Multiple Owners: Benefit limitations may apply when there are multiple owners. Each owner must file a separate application (other than husband and wife). Each eligible owner may receive benefits under either the Disabled Veteran Exclusion or the Elderly or Disabled Exclusion. The Circuit Breaker Property Tax Deferment cannot be combined with either of these two programs.

Fill in applicable boxes:

Yes No I am a disabled veteran. (See definition of disabled veteran above.)

Yes No I am the surviving spouse of either a disabled veteran or a servicemember who met the conditions in the description above. If you answer Yes, complete the next question.

Yes No I am currently unmarried and I have never remarried since the death of the veteran.

- Requirements:
1. File Form NCDVA-9 Certification for Disabled Veteran's Property Tax Exclusion. This form must first be certified by the United States Department of Veterans Affairs, and then filed with the county tax assessor.
 2. Complete Part 6. Affirmation and Signature.

Part 4. Circuit Breaker Property Tax Deferment

Short Description: Under this program, taxes for each year are limited to a percentage of the qualifying owner's income. A qualifying owner must either be at least 65 years of age or be totally and permanently disabled. For an owner whose income amount for the previous year does not exceed the income eligibility limit for the current year, which for the 2012 tax year is \$27,100, the owner's taxes will be limited to four percent (4%) of the owner's income. For an owner whose income exceeds the income eligibility limit (\$27,100) but does not exceed 150% of the income eligibility limit, which for the 2012 tax year is \$40,650, the owner's taxes will be limited to five percent (5%) of the owner's income.

However, the taxes over the limitation amount are deferred and remain a lien on the property. The last three years of deferred taxes prior to a disqualifying event will become due and payable, with interest, on the date of the disqualifying event. Interest accrues on the deferred taxes as if they had been payable on the dates on which they would have originally become due. Disqualifying events are death of the owner, transfer of the property, and failure to use the property as the owner's permanent residence. Exceptions and special provisions apply. See G.S. 105-277.1B for the full text of the statute.

YOU MUST FILE A NEW APPLICATION FOR THIS PROGRAM EVERY YEAR!!

Multiple Owners: Each owner (other than husband and wife) must file a separate application. All owners must qualify and elect to defer taxes under this program or no benefit is allowed under this program. The Circuit Breaker Property Tax Deferment cannot be combined with either the Elderly or Disabled Exclusion or the Disabled Veteran Exclusion.

Fill in applicable boxes:

Yes No As of January 1, were either you or your spouse (if applicable) at least 65 years of age? If you answer Yes, you do not have to file Form AV-9A Certification of Disability.

Yes No As of January 1, were you and your spouse (if applicable) both less than 65 years of age and at least one of you was totally and permanently disabled? If you answer Yes, you must file Form AV-9A Certification of Disability.

Yes No Have you owned the property for the last five full years prior to January 1 of this year and occupied the property for a total of five years?

Yes No Do all owners of this property qualify for this program and elect to defer taxes under this program? If you answer No, the property cannot receive benefit under this program.

- Requirements:
1. File Form AV-9A Certification of Disability if required above.
 2. Complete Part 5. Income Information.
 3. Complete Part 6. Affirmation and Signature.

Part 6. Affirmation and Signature

AFFIRMATION OF APPLICANT – Under penalties prescribed by law, I hereby affirm that, to the best of my knowledge and belief, all information furnished by me in connection with this application is true and complete. Furthermore, I understand that if I participate in the Circuit Breaker Property Tax Deferment Program, liens for the deferred taxes will exist on my property, and that when a disqualifying event occurs, the taxes for the year of the disqualifying event will be fully taxed and the last three years of deferred taxes prior to the disqualifying event will become due and payable, with all applicable interest.

<u>Willie D. Barksdale</u> Applicant's Name (please print)	<u><i>Willie D. Barksdale</i></u> Applicant's Signature	<u>06/24/13</u> Date
<u>CHARLIE M. BARKSDALE</u> Spouse's Name (please print)	<u><i>Charlie Mae Barksdale</i></u> Spouse's Signature	<u>06/24/13</u> Date

Refer to the Instructions on Page 1 for filing information and filing location.

Office Use Only

Approved: Y / N

Elderly/Disabled

Disabled Veteran

Circuit Breaker:

4%

5%

Date: _____ / _____ / _____ By: _____ Comments: _____

AV-9A Received: _____ / _____ / _____ NCDVA-9 Received: _____ / _____ / _____

FITR Received: _____ / _____ / _____ Income: \$ _____

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

P. O. BOX 1082 — CLINTON, NORTH CAROLINA 28329-1082

GLENN SPELL
Tax Administrator

Telephone 910/592-8146
910/592-8147

5719

SAMPSON COUNTY BOARD OF COMMISSIONERS
EAST ROWAN ROAD
CLINTON, NORTH CAROLINA 28328

Gentlemen:

Pursuant to North Carolina G.S. 105-381, I hereby demand refund and remission of taxes assessed and collected by Sampson County against the property owned by Charles Duncan in Honeycutt Township, Sampson County, for the year(s) and in the amount(s) of. 06-0160241-01

YEAR	
<u>2012</u>	\$ <u>320.02</u>
<u>2011</u>	\$ <u>320.02</u>
	\$ _____
	\$ _____
	\$ _____
	\$ _____
TOTAL REFUND	\$ <u>640.04</u>

2ndal DL ow on These taxes were assessed through clerical error as follows.
08-0169223-01

County Tax	<u>567.72</u>
School Tax	_____
<u>FIP</u> Fire Tax	<u>72.32</u>
City Tax	_____
TOTAL \$	<u>640.04</u>

Yours very truly

* Charles Duncan
Taxpayer

* Social Security # _____

RECOMMEND APPROVAL:

[Signature]

Sampson County Tax Administrator

Mailing address.

Charles Duncan
PO Box 1352
Roseboro NC 28382

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

P. O. BOX 1082 — CLINTON, NORTH CAROLINA 28329-1082

GLENN SPELL
Tax Administrator

Telephone 910/592-8146
910/592-8147

5770

SAMPSON COUNTY BOARD OF COMMISSIONERS
EAST ROWAN ROAD
CLINTON, NORTH CAROLINA 28328

Gentlemen:

Pursuant to North Carolina G.S. 105-381, I hereby demand refund and remission of taxes assessed and collected by Sampson County against the property owned by Leon Eldridge Norris in _____ Township, Sampson County, for the year(s) and in the amount(s) of.

YEAR	
<u>2011</u>	\$ <u>67.96</u>
<u>2010</u>	\$ <u>72.53</u>
<u>2009</u>	\$ <u>58.43</u>
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>198.92</u>

These taxes were assessed through clerical error as follows.

71963

Computer error not in
Town of Clinton.

County Tax	_____
School Tax	_____
Fire Tax	_____
T02 City Tax	<u>198.92</u>
TOTAL \$	<u>198.92</u>

Yours very truly

X [Signature]
Taxpayer

Social Security # _____

RECOMMEND APPROVAL:

[Signature]
Sampson County Tax Administrator

Mailing address.

Leon Eldridge Norris
201 N Bladen Ave
Garland, NC 28441

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

P. O. BOX 1082 — CLINTON, NORTH CAROLINA 28329-1082

GLENN SPELL
Tax Administrator

Telephone 910/592-8146
910/592-8147

5767

SAMPSON COUNTY BOARD OF COMMISSIONERS
EAST ROWAN ROAD
CLINTON, NORTH CAROLINA 28328

Gentlemen:

Pursuant to North Carolina G.S. 105-381, I hereby demand refund and remission of taxes assessed and collected by Sampson County against the property owned by Brent Woodard Parrish in North Clinton Township, Sampson County, for the year(s) and in the amount(s) of.

YEAR	
<u>2013</u>	\$ <u>112.63</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>112.63</u>

These taxes were assessed through clerical error as follows.

#81244
2008 Cmc Totalled
Tax# SRC 1290 surrendered

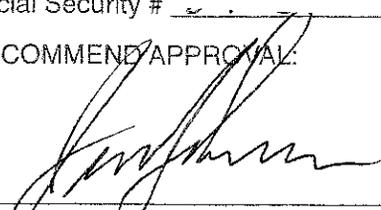
G02 County Tax	<u>65.25</u>
S01 School Tax	<u>12.05</u>
SF2 Fire Tax	<u>2.08</u>
T02 City Tax	<u>33.25</u>
TOTAL \$	<u>112.63</u>

Yours very truly

X Brent Woodard Parrish
Taxpayer

X Social Security # _____

RECOMMEND APPROVAL:


Sampson County Tax Administrator

Mailing address.

Brent Woodard Parrish
X 904 Cobane Drive
Clinton NC 28328

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

P. O. BOX 1082 -- CLINTON, NORTH CAROLINA 28329-1082

GLENN SPELL
Tax Administrator

Telephone 910/592-8146
910/592-8147

5776

SAMPSON COUNTY BOARD OF COMMISSIONERS
EAST ROWAN ROAD
CLINTON, NORTH CAROLINA 28328

Gentlemen:

Pursuant to North Carolina G.S. 105-381, I hereby demand refund and remission of taxes assessed and collected by Sampson County against the property owned by Bobby George Matthi in South Clinton Township, Sampson County, for the year(s) and in the amount(s) of.

YEAR	
2012	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>159.03</u>

Acct. # 92938
Bill # 801719

LK 2102

2013 GMC

Destroyed by fire / tag thrown in

These taxes were assessed through clerical error as follows.

GR County Tax 146.01
 School Tax _____
 F23 Fire Tax 13.02
 City Tax _____
 TOTAL \$ 159.03

Yours very truly

Bobby Matthi
Taxpayer

Social Security # _____

RECOMMEND APPROVAL:

Glenn Spell
Sampson County Tax Administrator

Mailing address.

Bobby George Matthi
1500 Chancery Rd.
Clinton, NC 28329

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

July 25, 2013

MEMO:

FROM: Raymond Spell, Recreation Director
 TO: Sampson County Board of Commissioners
 VIA: County Manager & Finance Officer
 SUBJECT: Budget Amendment for fiscal year 2013-2014

1. It is requested that the budget for the Parks & Recreation Department be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11761200-512100	Salaries	20,712.00	
11761200-518200	Retirement	1,465.00	
11761200-518901	401K County	524.00	
11761200-512600	Part-time salaries		22,561.00
11761200-518120	Medicare FICA		26.00
11761200-518100	FICA		114.00

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
-----------------------------	--------------------------	-----------------	-----------------

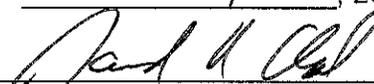
2. Reason(s) for the above request is/are as follows:
 To reallocate funds to increase director's position to full time.



 (Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

7/29, 2013


 (County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____


 (County Manager & Budget Officer)

 Date of approval/disapproval by B.O.C.

COUNTY OF SAMPSON
BUDGET AMENDMENT

MEMO:

7/8/2013

FROM: Lorie Sutton, Director of Aging Services

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2013-2014

1. It is requested that the budget for the Aging Department
be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02558800-526200	Nutrition - Dept Supplies	300.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02035880-408401	Nutrition - Donations	\$ 300.00	

2. Reason(s) for the above request is/are as follows:

To budget donation made to Turkey Nutrition Site from Town of Turkey.



(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

7/29, 2013

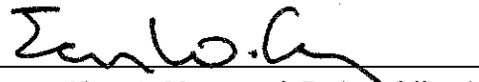


(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____



(County Manager & Budget Officer)

Date of approval/disapproval by B.O.C.

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

July 29, 2013

MEMO:

FROM: David K. Clack, Finance Officer
 TO: Sampson County Board of Commissioners
 VIA: County Manager & Finance Officer
 SUBJECT: Budget Amendment for fiscal year 2013-2014

1. It is requested that the budget for the County Schools Capital Outlay Department be amended as follow

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11659140-555030	Category 1 capital outlay	606,900.00	
11659140-555031	Category 2 capital outlay	15,000.00	
11659140-555032	Category 3 capital outlay	39,000.00	
11659140-550000	Unallocated capital outlay		660,900.00

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
-----------------------------	--------------------------	-----------------	-----------------

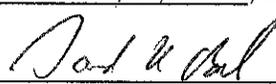
2. Reason(s) for the above request is/are as follows:
 To allocate fy 13-14 capital outlay funds per request of School System. See attached.



 (Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval. 7/29, 2013



 (County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval. _____, 20____



 (County Manager & Budget Officer)

 Date of approval/disapproval by B.O.C.

Capital Outlay

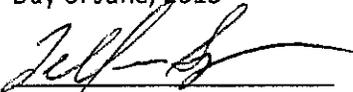
2013-2014

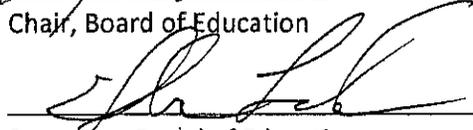
Learning Center at CEP	Security Camera Upgrades	\$	28,000.00
		\$	28,000.00
Hargrove	Playground Fencing	\$	8,200.00
		\$	8,200.00
Hobbtton Elementary	Additional Playground Fencing	\$	9,000.00
		\$	9,000.00
Hobbtton Middle	HVAC Replacements	\$	27,500.00
		\$	27,500.00
Hobbtton High	Controlled Door Access(6)/Additional Cameras	\$	47,000.00
	HVAC Replacements	\$	21,000.00
		\$	68,000.00
Lakewood High	Controlled Door Access(7)	\$	34,200.00
	Install Vinyl Siding on Weight Room	\$	8,600.00
		\$	42,800.00
SCECDC	Door Access Controls(4)	\$	20,300.00
	Security Camera Upgrades	\$	24,000.00
		\$	44,300.00
Midway Elementary	Interior Security Walls at Entrance	\$	24,500.00
	Additional Fencing for Playground	\$	9,600.00
		\$	34,100.00
Midway Middle	Controlled Door Access(6)	\$	28,000.00
		\$	28,000.00
Roseboro Middle	Security Enclosure at 6th Grade Outdoor Restroom	\$	38,900.00
		\$	38,900.00
Union Elementary	Controlled Door Access(6)	\$	28,000.00
	Upgrade Fire Panel Equipment	\$	25,000.00
	HVAC Replacements	\$	29,700.00
		\$	82,700.00
Union Middle	HVAC Replacements	\$	32,800.00
		\$	32,800.00
District	Security System Replacements	\$	43,000.00
	Mobile Classrooms and Associated Cost	\$	41,600.00
	Replacement Vehicles	\$	39,000.00

Fire Alarm Panel Upgrades	\$	31,000.00
Replacement Furniture/Blinds	\$	15,000.00
Asbestos Removal	\$	12,000.00
HVAC Replacements	\$	35,000.00
	\$	216,600.00

Total \$ **660,900.00**

Passed by the majority vote of the Board of Education of Sampson County on the 24th Day of June, 2013


 Chair, Board of Education


 Secretary, Board of Education

We, the Board of County Commissioners of Sampson County hereby approve the Capital Outlay Budget for Sampson County Schools as indicated above and have Made entry of this budget on the minutes of said Board this the _____ day of June 2013

 Chairman, Board of Commissioners

 County Manager

Approved _____ Disapproved _____

POLICIES AND PROCEDURES REGARDING PUBLIC COMMENT

A period reserved for comments from the public on topics not otherwise included on that evening's agenda will be included as an item of business on all agendas of regularly-scheduled Board of Commissioners meetings and shall be deemed the "Public Comment" segment of the agenda. The Public Comment segment of the agenda will be placed at the end of the agenda, following the conclusion of all other open session business.

As with Public Hearings, the Chair (or presiding officer) will determine and announce limits on speakers at the start of the Public Comment period. Generally, each speaker will be allocated five (5) minutes. **Speakers may not allocate their time to another speaker.** The Chairman (or presiding officer) may, at his discretion, decrease this time allocation, if the number of persons wishing to speak would unduly prolong the meeting.

The Public Comment period shall not exceed a total of thirty (30) minutes unless the Board entertains a successful majority vote to extend this period.

An individual wishing to address the Board during the Public Comment period shall register with the Clerk to the Board prior to the opening of the meeting by signing his or her name, address and a short description of his or her topic on a sign-up sheet stationed in the lobby of the County Auditorium.

If time allows, those who fail to register before the meeting may speak during the Public Comment period. These individuals will speak following those who registered in advance. At this time in the agenda, an individual should raise his or her hand and ask to be recognized by the Board Chair (or presiding officer); and then state his or her name, address and introduce the topic to be addressed.

Items of discussion during the Public Comment segment of the meeting will be only those appropriate to Open Meetings. Closed Meeting topics include, but are not limited to, such subjects as personnel, acquisition of real property, and information protected by the client-attorney privilege. Closed Meeting subjects will not be entertained.

Because subjects of Special and Emergency Meetings are often regulated by General Statutes, there will be no Public Comments segment reserved on agendas of these meetings; however, Special and Emergency Meetings are open for public attendance.

The Public Comments segment of the agenda is intended to provide a forum for the Board of Community to listen to citizens; **there shall be no expectation that the Board will answer impromptu questions.** However, Board members, through the presiding officer, may ask the speaker questions for clarification purposes. The Board will not take action on an item brought up during the Public Comments segment of the agenda and, when appropriate, items will be referred to the Manager or the proper Department Head.