



**SAMPSON COUNTY
BOARD OF COMMISSIONERS
MEETING AGENDA
September 14, 2020**

*This meeting is to be held during the unprecedented event of the COVID-19 pandemic.
Because the State and the County remain under a State of Emergency, the meeting will be conducted
via Zoom and broadcast via YouTube.*

6:00 pm Convene Regular Meeting (County Auditorium) - Notice Attached	1 - 2
Invocation and Pledge of Allegiance	
Approve Agenda as Published	
 Item 1 Planning and Zoning Items	 3 - 36
a. Approval of Final Plat for Goose Creek Subdivision (17 lots, Plainview Township)	
b. Approval of Final Plat for Timberlake Subdivision Section Twenty (13 lots, North Clinton Township)	
 Item 2 Public Hearings	
a. Public Hearing Regarding Proposed Expenditure for Economic Development Purposes (Acquisition of Berry Property)	37 - 38
b. Public Hearing Regarding Proposed Expenditure for Economic Development Purposes (Acquisition of Carr/Gearing Property)	39 - 40
c. Public Hearing Regarding Naming of Private Road	41 - 44
 Item 3 Action Items	
a. 911 and Emergency Services Facilities Project - Grant Acceptance and Supplemental Funding Financing	45 - 55
b. Water District - Authorize Submission of Funding Applications	56 - 62
• Keener Well and Water Main Extension	
• South Eldridge and Governor Moore Road Water Main Extensions	
• Harrells Interconnection	
c. Appointments	63 - 64
• Clement FD - Firefighter's Relief Fund Trustees	

Item 4	Consent Agenda	65 - 66
a.	Approve the minutes of the August 18, 2020 and August 20, 2020 meetings	67 - 87
b.	Adopt the Capital Project Ordinance Concerning Airport Construction (State Aid to Airports Grant – Airport Layout Plan)	88
c.	Approve the execution of contracts between Sampson County (DSS) and service providers: Drake Maynard/DBA DMHR Services, LLC; Sampson Area Transportation; Carolina Care & Counseling, Inc.; Vanguard Professional Staffing, Inc.; The Gardens of Roseboro; The Magnolia; and Sampson Home Health	89 - 273
d.	Accept and authorize execution of task order to proceed with Clinton-Sampson Airport FBO Apron Rehabilitation Project	274 - 310
e.	Adopt a resolution authorizing Chairman to execute Satisfaction of Security Instrument – Bobby & Barbara Webb	311 - 313
f.	Authorize submission of application for Evidence Based Health Promotion Funding in the amount of \$3,000	314 - 320
g.	Schedule a public hearing regarding the County’s intent to apply for grants from the NC Department of Transportation for FY22: CTP/5311 (Administrative expenses), 5310 Elderly/Disabled (to provide transp. services), Capital (replace 2 transit vans and camera system), and a Rural Expansion Vehicle grant (replace five transit vehicles that were originally purchased with county funds)	321
h.	Authorize execution of Memorandum of Understanding between Sampson County and the Sampson County History Museum	322 - 324
i.	Adopt resolution supporting allocation of State funding for planning for Spring Lane in the Ivanhoe community	325
j.	Approve late applications for disabled veterans tax exclusion for Tommy E. Ammons and Robert L. Rich	326 - 331
k.	Approve the tax refunds and releases as submitted	332 - 358
l.	Approve budget amendments as submitted	359 - 366

Item 5 County Manager’s Report

Item 6 Public Comment Period

As publicly advertised, written comments will be accepted until 5 pm on the date of the meeting via mail or email. Comments received by the deadline will be read aloud by the Clerk and included in the official minutes of the meeting (unless they violate the Board’s Rules of Procedure and Conduct or Public Comment Policy).

Recess to Reconvene – August 17, 2020 (6 pm)

NOTICE OF REGULAR MEETING
Meeting Date/Time: September 14, 2020 at 6:00 p.m.

The Sampson County Board of Commissioners will hold its September regular meeting on Monday, September 14, 2020 at 6:00 p.m. In the event the State of North Carolina is still under a COVID-19 State of Emergency at that time, the meeting will be held virtually by video conference, and the Board of Commissioners' Auditorium will not be open to the public. In the event the State of North Carolina is no longer under a COVID-19 State of Emergency at that time, the meeting and any recessed and reconvened meetings will be held in the County Auditorium, located at 435 Rowan Road, Building A, Clinton, NC 28328.

September 14th Remote Meeting Information

If the meeting is held remotely, the meeting will be broadcast live on the Sampson County YouTube channel beginning at 6:00 p.m. Members of the public who wish to listen to the meeting but do not have internet access may do so by dialing the following telephone number and entering the meeting ID number and password listed below:

Telephone number: (646) 558-8656
Meeting ID number: 829 2904 8037
Password: 461690118

If the meeting is held remotely, members of the public who wish to address the Board of Commissioners regarding the public hearing may do so by submitting written comments by one of the following means:

- First class mail addressed as follows: Clerk to the Board
406 County Complex Rd., Bldg. C
Clinton, NC 28328
- Email addressed as follows: susanh@sampsonnc.com

Please note that written comments must include the commenter's name and address. Comments intended for the meeting's general public comment period must be received by 5:00 p.m. on Monday, September 14, 2020. Comments intended for the meeting's public hearings must be received by 5:00 p.m. on Thursday, September 17, 2020 in order to be considered.

Written comments submitted by members of the public will be read aloud by the Clerk and provided as part of the meeting minutes at the September 14th meeting or the September 17th meeting, depending on the time of receipt. However, written comments that violate the Board of Commissioners Rules of Procedure and Conduct or Public Comment Policies and Procedures will not be read aloud by the Clerk.

September 17th Remote Meeting Information

In the event that the Board of Commissioners recesses the meeting to reconvene on September 17, 2020 and the State of North Carolina is still under a COVID-19 State of Emergency at that time, the reconvened meeting will be broadcast on the Sampson County YouTube channel beginning at 6:00 p.m. Members of the public who wish to listen to any such reconvened meeting but do not have internet access may do so by dialing the following telephone number and entering the following meeting ID number and password:

Telephone number: (646) 558-8656

Meeting ID number: 884 9808 1540

Password: 894127786

Date Posted: September 1, 2020

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 1 (a-b)

Meeting Date: September 14, 2020	<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 checked="" type="checkbox"/>	Planning/Zoning
	<input type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Water District Issue

SUBJECT: Planning Issues

DEPARTMENT: Inspections and Planning Department

PUBLIC HEARING: No

CONTACT PERSON: Anita Lane, Planning Director
Joel Starling, County Attorney

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

ATTACHMENTS: Planning Staff Memorandum; Plat Documents

BACKGROUND:

a. Approval of Final Plat for Goose Creek Subdivision

Ms. Lane will review the request for approval of the final plat for the 17-lot Goose Creek Subdivision. The preliminary plat was reviewed and approved by the Planning Board and the Board of Commissioners on July 15, 2019 and August 5, 2019, respectively, contingent upon the completion and receipt of NCDOT Driveway Permit, Erosion Control Plan, Encroachment Permit-Piedmont Natural Gas, and a permit from Sampson County Public Works. Planning staff recommends approval as each of these items have been received, and the subdivision now meets all requirements of the Subdivision Ordinance.

b. Approval of Final Plat for Timberlake Subdivision Section Twenty

Ms. Lane will review the request for approval of the final plat for the 13-lot Timberlake Subdivision Section Twenty. The preliminary plat was reviewed and approved by the Planning Board and the Board of Commissioners on May 18, 2020 and June 1, 2020, respectively, contingent upon a subgrade compaction test and an asphalt thickness verification prepared by a third-party soils testing engineering firm. Planning staff recommends approval based upon the reports provided by the engineer.

RECOMMENDED ACTION OR MOTION:

Action should be deferred until the August 17, 2020 recessed meeting given legislative restrictions on public hearings held during remote meetings.

Sampson County Inspections & Planning Department

405 County Complex Rd. Suite 110
Clinton, North Carolina 28328
(910)-592-0146(T) (910)-596-0773(F)

To: Ed Causey, County Manager
From: Anita H. Lane, Senior Planner
Subject: August 17, 2020 Sampson County Planning Board Meeting
Sampson County Board of Commissioners Meeting September 14, 2020-Agenda Items.
Date: August 18, 2020

The following Request were addressed and unanimously recommended for approval by the Sampson County Planning Board at their August 17, 2020 meeting.

Final Plat for Goose Creek Subdivision

A 17 lot Final-Major Subdivision plat request by RP Wellons Land and Development for Goose Creek Subdivision located off Hawley Road in the Plainview Township.

The 17 Lot preliminary request for Goose Creek Subdivision was presented to the Sampson County Planning Board on July 15, 2019 and to the Sampson County Board of Commissioners on August 5, 2019 and was unanimously approved by both boards contingent upon the following:

- *NCDOT Driveway Permit
- *Erosion Control Plan
- *Permit from Piedmont Natural Gas to Encroach upon their gas line Right of Way Easement.
- *Sampson County Department of Public Works Water Permit.

The Planning Staff recommends approval of this Final Plat for Goose Creek Subdivision based upon the fact that the above named documents have been provided and this subdivision now meets all requirements listed in the Sampson County Subdivision Ordinance. A copy of these documents are included in your agenda material for your review.

Final Plat for Timberlake Subdivisiion “Section Twenty”

A 13 Lot Final, Major Subdivision plat request by DMB Development Inc. for Timberlake Subdivision, Section Twenty situated between Hwy. 403, Old Warsaw Road & Matthis Road in the North Clinton Township.

The new 13 Lot addtion identified as section twenty for Timberlake Subdivision, and further identified as Eagle Point Lane, was presented to the Sampson County Planning Board on May 18, 2020 and to the Sampson County Board of Commissioners on June 1, 2020 and was unanimously approved by both boards contingent upon the following:

*A sub grade compaction test and an asphalt thickness verification prepared by a third party soils testing engineering firm.

The Planning Staff recommends approval of this Final Plat for Timberlake Subdivision, Section Twenty based upon the sub grade compaction test and asphalt thickness verification report submitted by Senior Engineer, David Cunningham, P.E. with S&ME. A copy of this report is included in your agenda material for your review.

ROY COOPER

Governor

MICHAEL S. REGAN

Secretary

LINDA CULPEPPER

Director



NORTH CAROLINA
Environmental Quality

September 5, 2019

Sampson County Department of Public Works
Attention: Lin Reynolds, Director
827 Southeast Boulevard
Clinton, North Carolina 28328

Re: Engineering Plans and Specifications Approval
Distribution Extension
Goose Creek
Sampson County Water District II - Plainview
Water System No.: NC5082022, Sampson County
Serial No.: 19-00669

Dear Applicant:

Enclosed please find one copy of the "Application for Approval..." together with one copy of the referenced engineering plans and specifications bearing the Division of Water Resources stamp of approval for the referenced project. These engineering plans and specifications are approved under Division of Water Resources Serial Number 19-00669, dated September 5, 2019.

Engineering plans and specifications prepared by Peter E. Norfleet Temple, P.E., call for the installation of approximately 510 feet of 6-inch, 420 feet of 2-inch water main, hydrants, valves, and other appurtenances along Goose Creek Circle and serve 17 lots. The proposed water main will connect to the existing 6-inch water main along Hawley Road.

Please note that in accordance with 15A NCAC 18C .0309(a), no construction, alteration, or expansion of a water system shall be placed into service or made available for human consumption until the Public Water Supply Section has issued Final Approval. Final Approval will be issued and mailed to the applicant upon receipt of both an Engineer's Certification and an Applicant's Certification submitted in accordance with 15A NCAC 18C .0303 (a) and (c).

These plans and specifications in the foregoing application are approved insofar as the protection of public health is concerned as provided in the rules, standards and criteria adopted under the authority of Chapter 130A-317 of the General Statutes. This approval does not constitute a warranty of the design, construction or future operation of the water system.

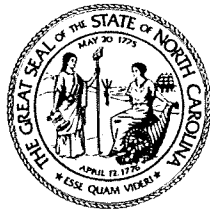


North Carolina Department of Environmental Quality | Division of Water Resources
512 North Salisbury Street | 1634 Mail Service Center | Raleigh, North Carolina 27699-1634
919.707.9000

ROY COOPER
Governor

MICHAEL S. REGAN
Secretary

LINDA CULPEPPER
Director



NORTH CAROLINA
Environmental Quality

September 05, 2019

SAMPSON COUNTY DEPARTMENT OF PUBLIC WORKS
ATTN: LIN REYNOLDS, DIRECTOR
827 SOUTHEAST BLVD.
CLINTON, NC 28328

Re: **Authorization to Construct (This is not a Final Approval)**

Issue Date: September 05, 2019

GOOSE CREEK

Serial No.: 19-00669

Water System No.: NC5082022

Sampson County

Dear Applicant:

This letter is to confirm that a complete Engineer's Report and a Water System Management Plan have been received, and that engineering plans and specifications have been approved by the Department for **GOOSE CREEK, Serial No.: 19-00669**.

The "Authorization to Construct" is valid for 36 months from the issue date. Authorization to construct may be extended if the Rules Governing Public Water Supplies and site conditions have not changed (see Rule .0305). The "Authorization to Construct" and the engineering plans and specifications approval letter shall be posted at the primary entrance of the job site before and during construction.

Upon completion of the construction or modification, and prior to placing the new construction or modification into service, the applicant must submit an Engineer's Certification and Applicant's Certification to the Public Water Supply Section.

- **Engineer's Certification:** in accordance with Rule .0303 (a), the applicant shall submit a certification statement signed and sealed by a registered professional engineer stating that construction was completed in accordance with approved engineering plans and specifications, including any provisions stipulated in the Department's engineering plan and specification approval letter.
- **Applicant's Certification:** in accordance with Rule .0303 (c), the applicant shall submit a signed certification statement indicating that the requirements for an Operation and Maintenance Plan and Emergency Management Plan have been satisfied in accordance with Rule .0307 (d) and (e) and that the system has a certified operator in accordance with Rule .1300. The "Applicant's Certification" form is available at <http://www.ncwater.org/> (click on Public Water Supply Section, Plan Review, Plan Review Forms).

Certifications can be sent by mail, fax or attachment to an e-mail message to **PWSSection.PlanReview@ncdenr.gov**.

If this "Authorization to Construct" is for a new public water system, the owner must submit a completed **application for an Operating Permit** and the appropriate fee. For a copy of the application for an Operating Permit please call (919) 707-9085.

Once the certifications and permit application and fee (if applicable) are received and determined adequate, the Department will issue a Final Approval letter to the applicant. In accordance with Rule .0309 (a), **no portion of this project shall be placed into service until the Department has issued Final Approval.**

Please contact us at (919) 707-9100 if you have any questions or need additional information.

Sincerely,

Robert W. Midgett, P.E.
Chief, Public Water Supply Section

cc: HEIDI COX, Regional Engineer
ENOCH ENGINEERS, PA



North Carolina Department of Environmental Quality | Division of Water Resources
512 North Salisbury Street | 1634 Mail Service Center | Raleigh, North Carolina 27699-1634
919.707.9000 7

North Carolina Department of Environmental Quality
Division of Water Resources

Authorization to Construct

Project Applicant:	SAMPSON COUNTY DEPARTMENT OF PUBLIC WORKS
Public Water System Name and Water System No.:	SAMPSON CO WTR DIST II - PLAINVIEW NC5082022
Project Name:	GOOSE CREEK
Serial No.:	19-00669
Issue Date:	September 05, 2019
Expiration Date:	36 Months after Issue Date

In accordance with NCAC 18C .0305, this Authorization to Construct must be posted
at the primary entrance to the job site during construction.

ROY COOPER

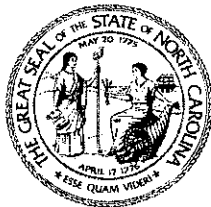
Governor

MICHAEL S. REGAN

Secretary

S. DANIEL SMITH

Director



NORTH CAROLINA
Environmental Quality

August 14, 2019

LETTER OF APPROVAL

RP Wellons Land & Development, LLC
Attn: Robert P. Wellons, President
P.O. Box 730
Dunn, NC 28335

RE: Project Name: Goose Creek
Acres Approved: 2.1
Project ID: SAMPS-2020-001
County: Sampson, City: Plainview, Address: SR 1615
River Basin: Cape Fear
Stream Classification: Other
Submitted By: Enoch Engineers, P.A.
Date Received by LQS: July 23, 2019
Plan Type: New

Dear Mr. Wellons:

This office has reviewed the subject erosion and sedimentation control plan. We find the plan to be acceptable and hereby issue this Letter of Approval. The enclosed Certificate of Approval must be posted at the job site. This plan shall expire three (3) years following the date of approval, if no land disturbing activity has been undertaken, as is required by Title 15A NCAC 4B .0129.

As of April 1, 2019, all new construction activities are required to complete and submit an electronic Notice of Intent (NOI) form requesting a Certificate of Coverage (COC) under the NCG010000 Construction Stormwater General Permit. This form **MUST** be submitted and COC issued prior to the commencement of any land disturbing activity on the above-named project. The NOI form may be accessed at deq.nc.gov/NCG01. the NOI form to Annette Lucas at Annette.lucas@ncdenr.gov or Paul Clark at Paul.clark@ncdenr.gov. After you submit a complete and correct NOI Form, a COC will be emailed to you within **three business days**. Initially, DEMLR will not charge a fee for coverage under the NCG01 permit. However, a \$100 fee will soon be charged annually. This fee is to be sent to the DEMLR Stormwater Central Office staff in Raleigh.



Title 15A NCAC 4B .0118(a) and the NCG01 permit require that the following documentation be kept on file at the job site:

1. The approved E&SC plan as well as any approved deviation.
2. The NCG01 permit and the COC, once it is received.
3. Records of inspections made during the previous 12 months.

Also, this letter gives the notice required by G.S. 113A-61.1(a) of our right of periodic inspection to insure compliance with the approved plan.

Title 15A NCAC 4B .0118(a) requires that a copy of the approved erosion control plan be on file at the job site. Also, this letter gives the notice required by G.S. 113A-61.1(a) of our right of periodic inspection to insure compliance with the approved plan.

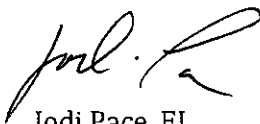
North Carolina's Sedimentation Pollution Control Act is performance-oriented, requiring protection of existing natural resources and adjoining properties. If, following the commencement of this project, it is determined that the erosion and sedimentation control plan is inadequate to meet the requirements of the Sedimentation Pollution Control Act of 1973 (North Carolina General Statute 113A-51 through 66), this office may require revisions to the plan and implementation of the revisions to ensure compliance with the Act.

Acceptance and approval of this plan is conditioned upon your compliance with Federal and State water quality laws, regulations, and rules. In addition, local city or county ordinances or rules may also apply to this land-disturbing activity. This approval does not supersede any other permit or approval.

Please note that this approval is based in part on the accuracy of the information provided in the Financial Responsibility Form, which you provided. You are requested to file an amended form if there is any change in the information included on the form. This permit allows for a land-disturbance, as called for on the application plan, not to exceed the approved acres. Exceeding the acreage will be a violation of this permit and would require a revised plan and additional application fee. In addition, it would be helpful if you notify this office of the proposed starting date for this project. Please notify us if you plan to have a preconstruction conference.

Your cooperation is appreciated.

Sincerely,



Jodi Pace, EI
Regional Engineering Associate
Land Quality Section

Enclosures: Certificate of Approval
NPDES NCG01 Fact Sheet

cc: Fleet Temple, Enoch Engineers, P.A. (electronic copy)
Myron Cashwell, Building Inspector (electronic copy)
Fayetteville Regional Office file

DRIVEWAY CERTIFICATION

Project: Goose Creek

Date: 07-22-2019

I certify that the proposed development does not create a diversion of natural and/or historic surface runoff onto NCDOT right of way including but not limited to state road SR 1615 or any other adjoining properties and that the minimum pipe size for the subject driveways are as follows:

D/W #	Minimum Pipe Size
#1	18"RCP
#2	
#3	

I further certify that there are no intersecting streets within 500' of the proposed site other than those shown on the attached plan and that the available clear sight distances (i.e. unobscured from trees, brush, vertical and/or horizontal curves, cut sections, etc.) for the proposed driveways and the speed limit information are as follows:

D/W #	Left Sight Distance	Right Sight Distance
#1	~760'	~850'
#2		
#3		

Speed Limit: 55 mph



Professional Engineer/Surveyor Seal

Name: Peter E. Norfleet Temple

Signature: 

Registration Number: 024441

VERIFICATION OF COMPLIANCE WITH ENVIRONMENTAL REGULATIONS

(Check Appropriate Box)

- ☐ Permits from the N.C. Department of Environment and Natural Resources and the U.S. Army Corp of Engineers are not required for this project. However, all applicable federal and state regulations have been followed.
- ☐ The required permits from the N.C. Department of Environment and Natural Resources and the U.S. Army Corp of Engineers have been obtained for this project. Copies of permits and Completion Certificates are attached.
- ☐ All applicable NPDES Stormwater Permit requirements have been met for this project. (The applicant should contact the N.C. Division of Water Quality in Raleigh to determine if a stormwater permit is required.)
- ☒ The project is in compliance with all applicable sedimentation and erosion control laws and regulations.

Project Name: Goose Creek

Township: Plainview County: Sampson

Project Engineer: Enoch Engineers, PA Phone No.: 919-894-7765

Project Contact: Fleet Temple, PE

Applicant's Name: RP Wellons Land & Development, LLC

Date Submitted: 07.22.2019

P.E. SEAL



Driveway Pipe Size Certification for Subdivision StreetsSubdivision: Goose Creek Phase / Section: N/A

Subdivision Identification Number: _____

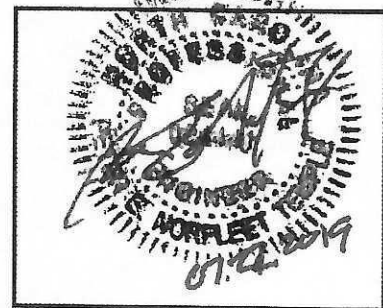
County: Sampson Date: 07-22-2019

I certify the minimum pipe sizes for the subject driveways are as follows:

Pipe Size	Lot Numbers
15"	1-16
18"	
24"	
30"	
36"	
42"	
48"	
Other	

Name: Peter E. Norfleet TempleNC PE #: 024441

Signature: _____

**SEAL**

Received by NCDOT: _____



LOT #	GROSS	SCALE SLOPE	n	NORMAL DEPTH (FT)	VELOCITY (FT/S)	SHEAR STRESS REQUIRED (PSF)	SCALE TYPE	SHEAR STRESS PROVIDED (PSF)
8/8	3.24	0.52	0.63	0.29	1.0	0.12	A	0.45

REVISION OF CONCEPT SELF-IDENTIFICATION AND SELF-IDENTIFICATION FORM

THE NEIGHBORHOOD PROTECTION CONTROL ACT WAS AMENDED BY 2008 TO REQUIRE THAT PERSONS RESPONSIBLE FOR LAND-DISTURBING WORKS INSPECT A PROJECT AFTER EACH PHASE OF THE PROJECT TO MAKE SURE THAT THE APPROVED DESIGN AND NEIGHBORHOOD CONTROL PLAN IS BEING FOLLOWED. RULES OUTLINE THE REGULATION OF THESE INSPECTIONS FROM JULY 1, 2008 TO JULY 1, 2010.

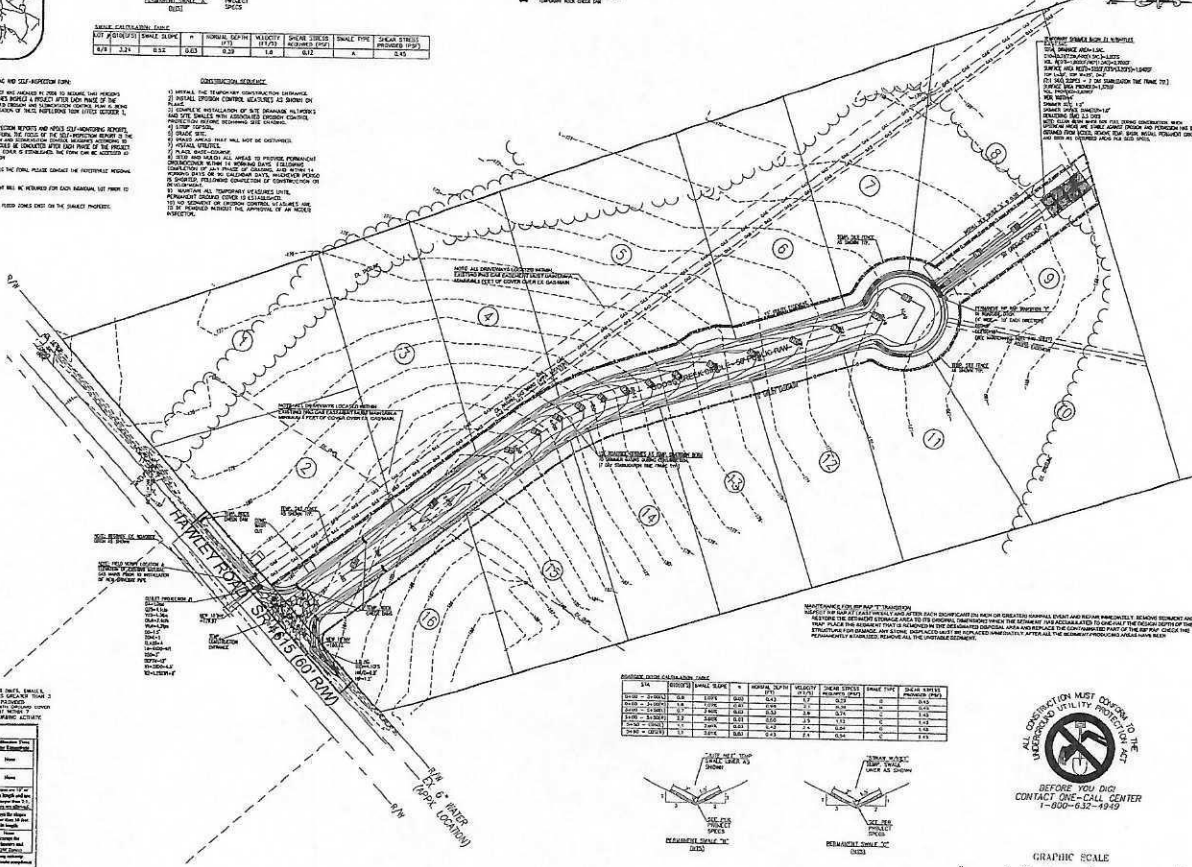
To simplify dissemination of self-reflection reports and avoid self-monitoring reports, one may consider a combined form. The focus of the self-reflection report is the recognition and maintenance of London and Birmingham as world-class cities. In the proposed plan, the reflection should be conducted after each phase of the project and compared later. Permanent records are maintained; the form can be accessed at <http://portal.london.gov.uk/plan/04/09>.

NOTE: A SEPARATE FLOOD CONTROL PERMIT WILL BE REQUIRED FOR EACH REMEDIATION SITE PRIOR TO LAND RESTORATION.

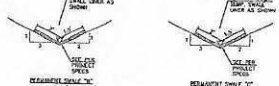
NOTE: FLOOD DAMAGE WAIVERS, IN PLACES, ON FLOODED ZONES EXIST ON THE SHARPEST PROPERTY.

CONTINUATION SHEET


- 2) INSTALL TEMPORARY IDENTIFICATION TAGS.
- 3) INSTALL EROSION CONTROL MEASURES AS SHOWN ON PLANS.
- 4) COMPLETE INSTALLATION OF SITE DRAINAGE TUPERS AND SITE DRAINAGE WITH APPROVED EROSION CONTROL MEASURES BEFORE BEGINNING SITE GRADING.
- 5) STRIP TOPSOIL.
- 6) GRADE SITE.
- 7) REPAIR AREAS THAT WILL NOT BE DISTURBED.
- 8) INSTALL UTILITY.
- 9) PLACE, GRADE-COURSE.
- 10) REED AND BASED-ALL AREAS TO FUTURE FURNISHING OF SOILS TO BE RESEEDING BARE AREAS.
- 11) COMPLETION OF ANY PHASE OF GRADING AND WITHIN 14 WORKING DAYS OR 10 CALENDAR DAYS, WHICHEVER IS SHORTER, FURNISHING OF SOILS TO BE RESEEDING BARE AREAS TO FUTURE COMPLETION OF CONSTRUCTION DISTURBANCE.
- 12) MAINTAIN ALL TEMPORARY MEASURES UNTIL PERMANENT GRADING TUPERS IS COMPLETED.
- 13) MAINTAIN ALL TEMPORARY MEASURES UNTIL FURNISHING OF SOILS TO BE RESEEDING BARE AREAS TO FUTURE COMPLETION OF CONSTRUCTION DISTURBANCE.
- 14) MAINTAIN ALL TEMPORARY MEASURES UNTIL FURNISHING OF SOILS TO BE RESEEDING BARE AREAS TO FUTURE COMPLETION OF CONSTRUCTION DISTURBANCE.



SL	HEIGHT	SWAY RATIO	N	HORIZ. X-PTH	VELOCITY (IN/1)	SHAKE STRESS (KSI)	SHAKE TYPE	SHAKE STRESS (KSI)
1000 - 20000	0.8	1.0%	0.01	0.01	1.7	0	0	0.01
1000 - 20000	1.6	1.0%	0.01	0.01	1.7	0	0	0.01
1000 - 20000	0.7	2.0%	0.01	0.01	1.8	0.75	0	0.01
1000 - 20000	1.2	2.0%	0.01	0.01	1.5	1.2	0	0.01
1000 - 20000	1.0	2.0%	0.01	0.01	1.4	0.26	0	0.01
1000 - 20000	1.0	2.0%	0.01	0.01	1.4	0.34	0	0.01



GRAPHIC SCALE



1 IN. = 250 MI.
1 CM. = 25 KM.



Fnoch
Engineers, P.A.
CONSULTING ENGINEERS & SURVEYORS
1421E Highway 300 West - Norman, NC 27858
Phone: (919) 744-7300 Fax: (919) 744-4190
E-mail: fnoch@earthlink.net
NC Permit 14-00001

[illegible]

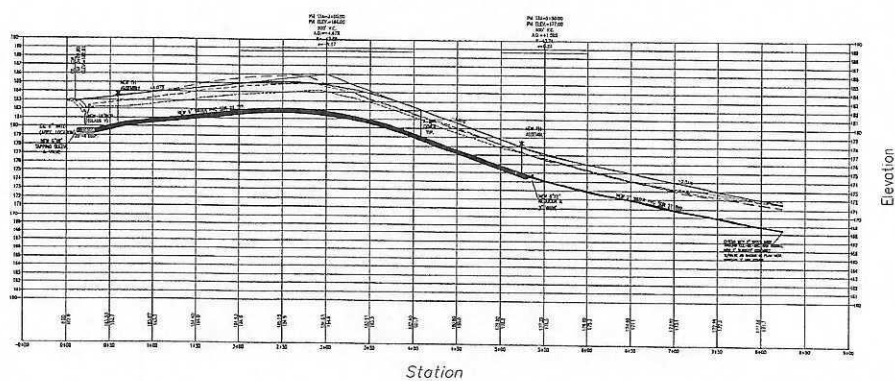
WATER
LAUREL ROAD
LAUREN COUNTY
LAUREN TOWNSHIP
LAUREN, NORTH CAROLINA

RODENT, DRAINAGE, AND EMISSION CONTROL PLAN FOR GOOSE CREEK

S - 2
of 5

PLAN SCALE
1" = 50'

PROFILE SCALE
1" = 50' HOR.
1" = 5' VER.

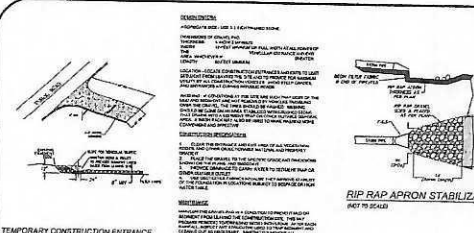


Fnoch
Engineers, P.A.
CONSULTING ENGINEERS & SURVEYORS
1400 NE Highway 101, Suite 100, Huntersville, NC 28040
Phone: (704) 844-7100 Fax: (704) 844-1010

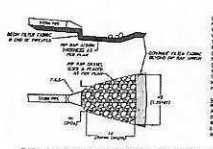
21-35-2011	IN207/1000	COALCITE	RANK INFORMATION RINGED BY I.E. PA QUARREY I.E. PA DECKED BY FT MINERAL ORIGIN
			NOMINAL I-AL 1" x 10" VERTICAL SCALE 1" = 4' DATE GRATED 07-02-2015

PLAN - PROFILE FOR GOOSE CREEK CIRCLE	LOCATION HAWLEY ROAD SAMPSON COUNTY NORTH CAROLINA 28584-2000
	EXAMINER'S LOCATION WELLS REALTY, INC. 2004 WEST CHASE BLVD. DUNN, NC 27834

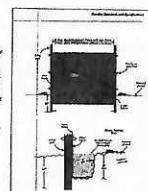
EX. PROJECT 4013
S - 3
of 5



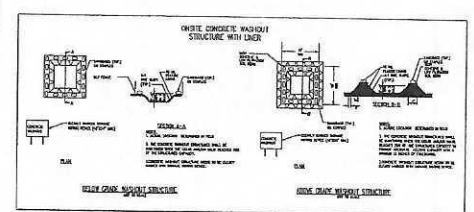
TEMPORARY CONSTRUCTION ENTRANCE



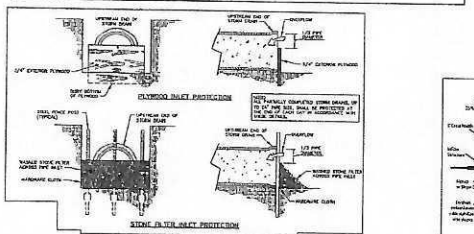
RIP RAP APRON STABILIZATION DETAIL



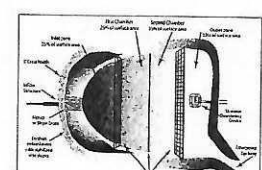
TEMPORARY DIVERSION DITCH



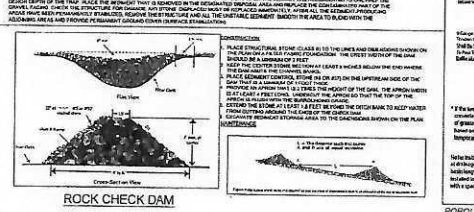
STONE CHECK DAM



STANDARD RTE. DITCH PROTECTION (PLYWOOD & STONE)

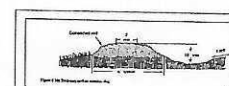


POROUS BAFFLES DETAIL

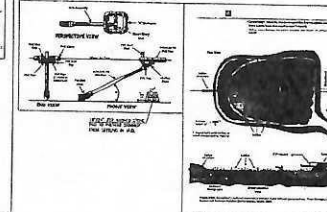


ROCK CHECK DAM

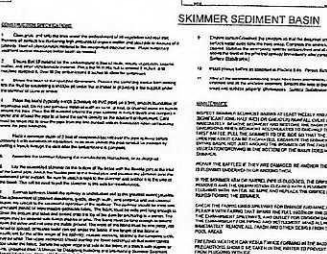
SILT FENCE DETAIL



TEMPORARY DIVERSION DITCH



SKIMMER SEDIMENT BASIN



SKIMMER SEDIMENT BASIN



Enoch Engineers, P.A.
 10000 Highway 100, Suite 100
 Dallas, Texas 75243
 Phone: (214) 343-1111
 Fax: (214) 343-1112
 E-mail: info@enoche.com

NO.	DESCRIPTION	DATE	BY	CHKD BY	APP'D BY
1	DESIGN	10/10/2011	NOV/PAGE		
2	REVISION	10/10/2011	NOV/PAGE		
3	REVISION	10/10/2011	NOV/PAGE		
4	REVISION	10/10/2011	NOV/PAGE		
5	REVISION	10/10/2011	NOV/PAGE		
6	REVISION	10/10/2011	NOV/PAGE		
7	REVISION	10/10/2011	NOV/PAGE		
8	REVISION	10/10/2011	NOV/PAGE		
9	REVISION	10/10/2011	NOV/PAGE		
10	REVISION	10/10/2011	NOV/PAGE		

DETAILS FOR GOOSE CREEK

PROJECT: 1017
S-4
 4 of 4

Eⁿoch Engineers, P.A.

Consulting Engineers & Surveyors

Joe E. Godwin Sr., P.E., P.L.S.

Fleet Temple, P.E.

Jason E. Godwin, P.L.S.

1403 N.C. 50 South

Benson, NC 27504

Phone: (919) 894-5731

(919) 894-7765

Fax: (919) 894-8190

Email: general@enochengineers.com

July 15, 2020

via email: PWSSection.PlanReview@ncdenr.gov

To: North Carolina Department of Environment
And Natural Resources
Division of Environmental Health
Public Water Supply Section

Re: **Final** Engineering Certification
Goose Creek
Water Main Extension
DEH Serial No. 19-00669
PWS ID: 50-82-022
Sampson County Water District 2 - Plainview

Enclosed is the Final Engineering Certification for the above referenced project. Water mains were installed per approved plans.

Please let us know if you need any more information.



Fleet Temple, PE

Public Water System Project

Engineer Certification Form

By the signature below I certify:

The referenced public water system project was completed in substantial compliance with the approved engineering plans and specifications, including any provisions stipulated in the Department's plan approval letter or authorization to construct letter, and revised only in accordance with the provisions of Rule .0306.

This is a

☒ Full certification

☐ Partial certification, covering

This certification is based upon inspections conducted (select one):

☐ Daily

☐ Continuously

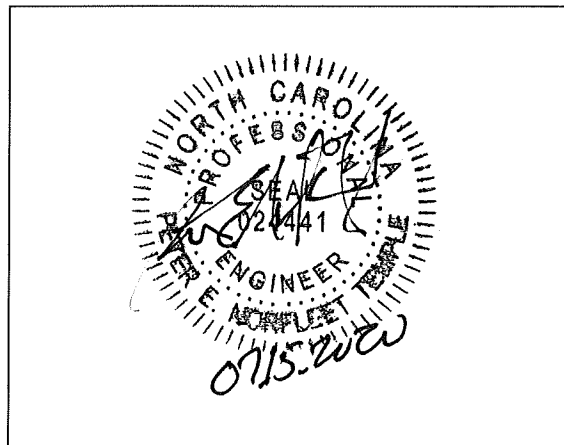
☒ Periodically

By (select one):

☒ Myself

☒ Another under my responsible charge

Seal here:



Engineer Signature: _____

Engineer Name(Print): Peter E. Norfleet Temple

Project Name: Goose Creek

Date: 07-15-2020

Serial No: 19-00669

Water System Name: Sampson County Water
District 2 - Plainview



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

July 30, 2019

Division 3, District 2
Duplin/Sampson County

R.P. Wellons Land & Development
P.O. Box 730
Dunn, NC 28335

Subject:

Driveway Permit: D-82-2019-028

Route: SR-1615 in Sampson County

Description: Installation of 90 LF of 18" RCP for Proposed Subdivision

Dear Sir,

Authorization is hereby granted for you to proceed with construction of the attached driveway permit. Please notify Kevin Bradshaw at 910-682-5100 prior to beginning work on NCDOT right of way.

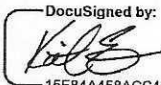
A Performance and Indemnity Bond in the amount of **(\$2,000.00)** for work within NCDOT Rights of Way ONLY shall be executed and posted prior to beginning work. Bonds may be in the form of a Corporate Surety Bond, Continuing Indemnity Bond, Certified or Cashier's check, or Irrevocable Letter of Credit. The appropriate bond forms should be submitted to: NC Department of Transportation - Division of Highways, District Engineer, 220 North Boulevard, Clinton N.C. 28328

Please note the attached Special Provisions which have been included as part of this agreement

Access connections must start within one year after the approval date of this permit, otherwise this permit becomes void.

Please refer to Driveway Permit D-82-2019-028 in all future correspondence with this office concerning this project.

Sincerely,

DocuSigned by:

15F84A458ACC4A9
Keith Eason, P.E.
District Engineer

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
CLINTON DISTRICT ENGINEER'S OFFICE
220 NORTH BLOUEVARD
CLINTON, NC 28328

Telephone: (910) 682-5100
Fax: (910) 592-8209
Customer Service: 1-877-368-4968

Website: www.ncdot.gov

Location:
220 NORTH BLOUEVARD
CLINTON, NC 28328

APPLICATION IDENTIFICATION		N.C. DEPARTMENT OF TRANSPORTATION STREET AND DRIVEWAY ACCESS PERMIT APPLICATION
Driveway Permit No. D-82-2019-028	Date of Application July 30, 2019	
County: Sampson		
Development Name: Goose Creek		

LOCATION OF PROPERTY:

Route/Road:	SR 1615		
Exact Distance	1200	<input type="checkbox"/> Miles	<input checked="" type="checkbox"/> Feet
		N	S
		E	W
From the Intersection of Route No.	SR 1615	and Route No.	SR 1652
		Toward	SR 1002

Property Will Be Used For:	<input checked="" type="checkbox"/> Residential /Subdivision	<input type="checkbox"/> Commercial	<input type="checkbox"/> Educational Facilities	<input type="checkbox"/> TND	<input type="checkbox"/> Emergency Services	<input type="checkbox"/> Other
Property:	<input type="checkbox"/> is	<input checked="" type="checkbox"/> is not	within	City Zoning Area.		

AGREEMENT

- I, the undersigned property owner, request access and permission to construct driveway(s) or street(s) on public right-of-way at the above location.
- I agree to construct and maintain driveway(s) or street entrance(s) in absolute conformance with the current "Policy on Street and Driveway Access to North Carolina Highways" as adopted by the North Carolina Department of Transportation.
- I agree that no signs or objects will be placed on or over the public right-of-way other than those approved by NCDOT.
- I agree that the driveway(s) or street(s) will be constructed as shown on the attached plans.
- I agree that that driveway(s) or street(s) as used in this agreement include any approach tapers, storage lanes or speed change lanes as deemed necessary.
- I agree that if any future improvements to the roadway become necessary, the portion of driveway(s) or street(s) located on public right-of-way will be considered the property of the North Carolina Department of Transportation, and I will not be entitled to reimbursement or have any claim for present expenditures for driveway or street construction.
- I agree that this permit becomes void if construction of driveway(s) or street(s) is not completed within the time specified by the "Policy on Street and Driveway Access to North Carolina Highways".
- I agree to pay a \$50 construction inspection fee. Make checks payable to NCDOT. This fee will be reimbursed if application is denied.
- I agree to construct and maintain the driveway(s) or street(s) in a safe manner so as not to interfere with or endanger the public travel.
- I agree to provide during construction proper signs, signal lights, flaggers and other warning devices for the protection of traffic in conformance with the current "Manual on Uniform Traffic Control Devices for Streets and Highways" and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the District Engineer.
- I agree to indemnify and save harmless the North Carolina Department of Transportation from all damages and claims for damage that may arise by reason of this construction.
- I agree that the North Carolina Department of Transportation will assume no responsibility for any damages that may be caused to such facilities, within the highway right-of-way limits, in carrying out its construction.
- I agree to provide a Performance and Indemnity Bond in the amount specified by the Division of Highways for any construction proposed on the State Highway system.
- The granting of this permit is subject to the regulatory powers of the NC Department of Transportation as provided by law and as set forth in the N.C. Policy on Driveways and shall not be construed as a contract access point.
- **I AGREE TO NOTIFY THE DISTRICT ENGINEER WHEN THE PROPOSED WORK BEGINS AND WHEN IT IS COMPLETED.**

SIGNATURES OF APPLICANT

PROPERTY OWNER (APPLICANT)
 COMPANY RP Wellons Land and Development, LLC
 SIGNATURE [Signature]
 ADDRESS P.O. Box 730
Dunn, NC 28335 Phone No. 9198205312

WITNESS
 NAME Tammy H. Jackson
 SIGNATURE [Signature]
 ADDRESS Dunn NC 28335

AUTHORIZED AGENT
 COMPANY Enoch Engineers PA
 SIGNATURE [Signature]
 ADDRESS 1403 NC 50 S
Benson, NC 27504 Phone No. 919894-7765

WITNESS
 NAME [Signature]
 SIGNATURE [Signature]
 ADDRESS 1403 NC 50 S
Benson, NC 27504

APPROVALS

APPLICATION RECEIVED BY DISTRICT ENGINEER

SIGNATURE

DATE

APPLICATION APPROVED BY LOCAL GOVERNMENTAL AUTHORITY (when required)

SIGNATURE

TITLE

DATE

APPLICATION APPROVED BY DISTRICT ENGINEER

DocuSigned by:

[Signature]
SIGNATURE

7/31/2019

DATE

INSPECTION BY NCDOT

SIGNATURE

TITLE

DATE

COMMENTS:



Permit Number:	EN2019-030 25	RC: 25-Goldsboro
Easement TRACT:	022-SAMP-007_000	
Atlas Page:	25 7269 – D	
Station(s):	79+60	APPROVED
Approval Date:	8/8/19	

PERMIT TO ENCROACH UPON PIEDMONT NATURAL GAS RIGHT OF WAY AND EASEMENT

RP Wellons Land & Development LLC (the "PROJECT OWNER") hereby requests a **PERMIT TO ENCROACH UPON PIEDMONT NATURAL GAS RIGHT OF WAY AND EASEMENT** (the "Permit") from **PIEDMONT NATURAL GAS COMPANY, INC.** ("PIEDMONT") with **810 feet road (Goose Creek Circle) and (4) driveways**. This installation is located at or near **1120 Hawley Road in Plain View, NC and within Sampson County**. If said Permit is granted, PROJECT OWNER agrees all facilities will be installed pursuant to the following specifications unless specific written waivers are granted by PIEDMONT:

Part I. GOVERNANCE FOR ALL LAND USES

1. If PROJECT OWNER has already retained a contractor to install or construct the facilities constituting the encroachment, then such contractor shall also be required to execute this Permit as a condition of Piedmont granting the Permit. PROJECT OWNER further acknowledges and understands that it must ensure that any current or future contractors, subcontractors, vendors, agents, and representatives comply with all terms and conditions of this Permit and that the execution of this Permit by a contractor shall not reduce, eliminate, or otherwise alter any of the terms, obligations, or requirements assigned to PROJECT OWNER herein.
2. PROJECT OWNER, or its agent, will give the following PIEDMONT Resource Center representatives a three working day notice of the day on which the encroachment(s) will be made, in order that arrangements can be made for necessary representatives of PIEDMONT to be present at PIEDMONT's election. PROJECT OWNER shall ensure construction plans reference the PIEDMONT contact requirement.

RC REP:	Bill Plount	RC:	25-Goldsboro
PHONE:	919-920-6465	E-MAIL:	Bill.Plount@duke-energy.com

3. To the extent allowed by law, PROJECT OWNER shall indemnify, defend, and hold harmless PIEDMONT, its affiliates, partners, successors, assigns, and the respective officers, directors, employees, agents, and representatives of each such entity from and against any and all actions, suits, claims, damages, loss, liability, attorney fees, cost and expense, including death, personal injury, and property damage occurring to PROJECT OWNER, its contractor, subcontractors, or PIEDMONT, and their respective officers, directors, employees, agents, and representatives, or to any third parties, which arise out of or in connection with, or by reason of, performance of the work herein contemplated, the existence of said installations and facilities, failure to comply with any applicable local, state or federal law or regulation and/or release of contaminants or other hazardous substances, or the acts, errors or omissions of the PROJECT OWNER or anyone for whom PROJECT OWNER is legally responsible (excluding those claims which have been solely caused by the intentional or negligent acts or omissions of PIEDMONT, its contractors, agents, and/or representatives).
4. As long as PROJECT OWNER continues to operate installations or facilities under this Permit, PROJECT OWNER shall maintain adequate comprehensive general liability insurance coverage, either through a policy or policies of insurance or an approved program of self-insurance, and any other insurance required by law. PROJECT OWNER further agrees to comply with the specific insurance requirements required by PIEDMONT in its sole discretion, if any, pursuant to Section 15 of this Permit, and PROJECT OWNER agrees to provide copies of the certificates of insurance to PIEDMONT if requested in PIEDMONT's sole discretion.
5. It is further understood and agreed between PROJECT OWNER and PIEDMONT:
 - a. That PIEDMONT does not, by consenting to the proposed encroachment upon PIEDMONT's right of way and easement, assume any responsibility for the protection, maintenance, or operation of PROJECT OWNER's facilities. Furthermore, all work performed in connection with any of the encroaching facilities and installations will be without any expense, risk, or liability to PIEDMONT or any of its directors, officers, agents, representatives, or employees except as otherwise expressly provided herein.

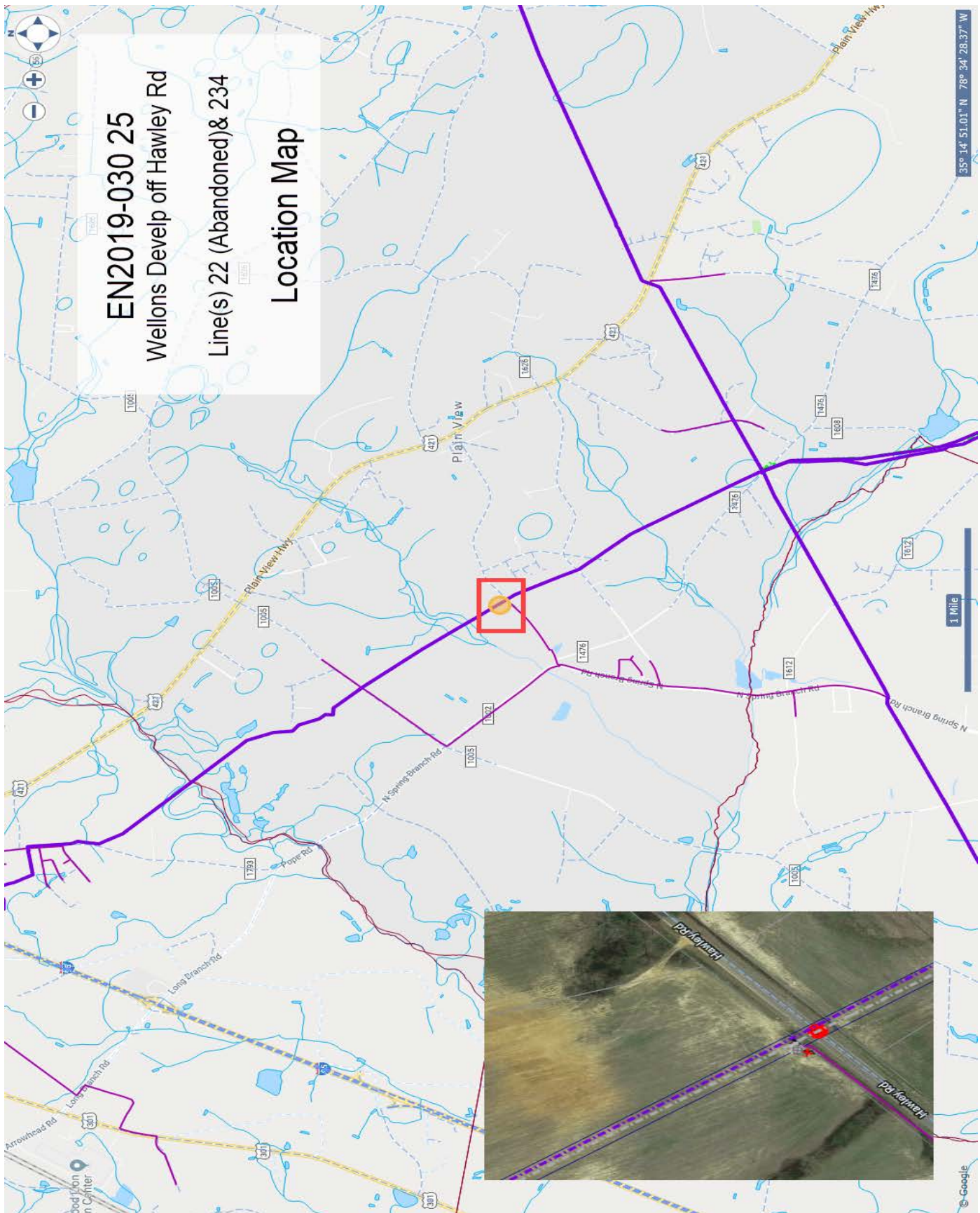
**PERMIT TO ENCROACH UPON PIEDMONT NATURAL GAS
RIGHT OF WAY AND EASEMENT
EN2019-030 25 Line/Tract: 022-SAMP-007_000**

- b. That all work shall be conducted in a prudent, workmanlike manner and in conformity with any applicable statutes, orders, rules, or regulations and specifications of any governmental or regulatory authority having jurisdiction over the installations or facilities, and the work shall be in accordance with any applicable design, plans, drawings and specifications approved by Piedmont.
 - c. That PIEDMONT reserves the right to maintain and repair the existing natural gas facilities and pipelines, to construct additional pipelines, and to fully exercise its easement rights which exist now or in the future without liability for restoring the installation or for the interruption of service in the use of such installations to the extent allowed by law, at any time and from time to time in such manner as PIEDMONT determines in its reasonable discretion to be necessary for the proper operation of its pipeline system or natural gas facilities.
 - d. That except to the extent made necessary by the construction and maintenance of such permitted encroachments, and the reasonable use thereof, the exercise of any rights permitted to PROJECT OWNER shall not interfere with or supersede the rights of PIEDMONT under its easements. Furthermore, nothing herein shall be construed as expanding, creating, or granting PROJECT OWNER any authority greater than the express terms of this Permit or as required by applicable law.
 - e. That except for approved permanent surface crossings or grade changes, any disturbance to the easement area or right of way resulting from any construction activities permitted hereunder shall be restored to its pre-construction condition and to the reasonable satisfaction of PIEDMONT.
- 6. This Permit shall not be assigned by PROJECT OWNER except as approved by PIEDMONT in writing in its reasonable discretion.
 - 7. Execution below by PROJECT OWNER acknowledges agreement and acceptance of the conditions expressed herein for PROJECT OWNER's particular encroachment, and PROJECT OWNER agrees to adhere to the general requirements for permitting encroachments contained in Piedmont's GUIDELINES FOR PROPOSED LAND USES, as amended from time to time. PROJECT OWNER further agrees not to begin any work within the confines of the easement or right of way until this Permit has been executed by the Parties.
 - 8. That this Permit may only be terminated by mutual consent or for PROJECT OWNER's failure to cure a material breach of the terms of this Permit within 30 days (or such additional time as PIEDMONT may approve in its sole discretion after written notice by PIEDMONT to PROJECT OWNER of the default, including a description of the default).
 - 9. That if PIEDMONT, in its sole discretion, determines that the encroachment interferes with the exercise of its easement rights, then upon written notice to PROJECT OWNER, PROJECT OWNER shall, at its expense and within 30 days of such notice, modify or relocate its installations and facilities in such manner as to facilitate PIEDMONT's continuing exercise of its easement rights; provided that PIEDMONT shall provide reasonable alternatives to accommodate the relocation of the installations or facilities within PIEDMONT'S easement or right of way. In such an event, when feasible, PIEDMONT agrees to use good faith efforts to minimize the adverse impact on PROJECT OWNER, including providing longer notice of any necessary relocation.
 - 10. In the event of an emergency, in order to protect or safeguard its property, operations, equipment and/or employees from damage or injury, PIEDMONT may reasonably request immediate repair or renewal of the installations and facilities, and if the same is not performed within such period of time as Piedmont reasonably requires under the circumstances, PIEDMONT may make or contract to make such repairs or renewals, at the sole risk and actual cost and expense of PROJECT OWNER.
 - 11. This Permit is based on PIEDMONT's representation to PROJECT OWNER, and acceptance by PROJECT OWNER, that PIEDMONT's easement is exclusive and that the PROJECT OWNER cannot cross PIEDMONT's easement without PIEDMONT's Permit as expressed herein.
 - 12. Crossings are to be scheduled during PIEDMONT's normal working hours. If PROJECT OWNER, or its agent, requests crossing to be done outside of PIEDMONT's normal working hours, PROJECT OWNER shall reimburse PIEDMONT at PIEDMONT's overtime rate for all hours required for crossing and travel time.

**PERMIT TO ENCROACH UPON PIEDMONT NATURAL GAS
RIGHT OF WAY AND EASEMENT
EN2019-030 25 Line/Tract: 022-SAMP-007_000**

13. PROJECT OWNER will contact the applicable 811 OneCall in the state in which the work is performed to have all underground pipelines, installations and facilities located prior to any construction activity within PIEDMONT'S easement. All underground pipelines, installations and facilities are to be clearly marked during the construction process.
14. Proposed encroachments that are not installed within (1) year from the approval date need to be re-reviewed and reapproved by PIEDMONT Engineering before construction may begin.
15. SPECIAL PROVISIONS:
 - a. Crossing meets all Federal, State and local requirements with respect to safety and environment.
 - b. PIEDMONT representative must be on site during installation.
 - c. All crossing must be kept as close to perpendicular as possible or as approved per submitted encroachment application.
 - d. Depth of pipeline crossing is to be maintained for the full distance across PIEDMONT ROW.
 - e. No equipment should be used while stationary on top of pipelines (i.e. excavator sitting directly on top of pipeline while in use).
 - f. PROJECT OWNER will contact the OneCall Locating Service to have the pipeline(s) located prior to any construction activity within PIEDMONT'S easement.
 - g. Pipeline(s) are to be clearly marked during the construction process.
 - h. Installation(s) shall be in accordance with attached plans.
 - i. Installation shall be via open trench. Boring is not permitted within the easement at this location.
 - j. All installations shall be excavated and no mechanical excavation permitted within five (5) feet of pipeline without express authorization of PIEDMONT representative on-site, which authorization will be given after visual inspection of the pipeline.
 - k. Fencing must cross at perpendicular angles and must completely cross the easement.
 - l. Grading within the easement shall not exceed 4:1 slope.
 - m. Neither sheeps foot rollers nor vibratory feature on roller type compaction equipment is permitted within 5 feet of PIEDMONT's marked gas line; No **vibratory** or sheep's foot equipment may be used over the pipelines at any time.
 - n. Equipment listed on encroachment application is not acceptable to cross over Piedmont Natural Gas's pipeline(s) per PNG policy. The following action(s) are recommended to make the equipment crossing acceptable:
 - a. Increase pipeline depth to at least: 3' for Line 22 and 4' for Line 234.
 - b. Other: Use "air Bridges" if the desired cover is not possible.
 - o. If depth drops below 3' (Line 22; 4' (Line 234) then all work must cease until depth can be re-established or further evaluation is completed.

PERMIT TO ENCROACH UPON PIEDMONT NATURAL GAS
RIGHT OF WAY AND EASEMENT
EN2019-030 25 Line/Tract: 022-SAMP-007_000



PERMIT TO ENCROACH UPON PIEDMONT NATURAL GAS
RIGHT OF WAY AND EASEMENT
EN2019-030 25 Line/Tract: 022-SAMP-007_000

Part II. EXECUTION

This Permit shall be binding upon the parties hereto and their respective heirs, successors and assigns. The parties acknowledge that each has had an opportunity to review and understand the terms of the Permit.

RP Wellons Land & Development LLC PO Box 730 Dunn, NC 28339

(PROJECT OWNER's Name)

(Address)

(State) (Zip)

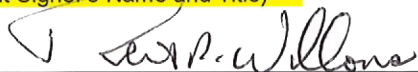
Robert P Wellons

(Print Signer's Name and Title)

rpwellons@wellonsconstruction.com

E-MAIL

BY:



(Signature of Signer)

8-13-19

(Date)

910-892-3123

(Telephone)

Wellons Construction, Inc.

(CONTRACTOR's Name)

510 N. Powell Ave. Dunn, NC 28334

(Address)

(State) (Zip)

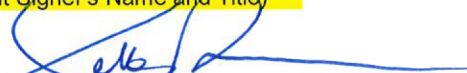
Seth Thompson

(Print Signer's Name and Title)

setht@wellonsconstruction.com

E-MAIL

BY:



(Signature of Signer)

8/13/19

(Date)

(919) 868 1733

(Telephone)

Part III. APPROVAL

To the extent of its rights or interest and without warranty, PIEDMONT hereby approves this Permit for the encroachment described in this request for Permit to Encroach Upon Piedmont Natural Gas Easement and Right of Way.



Signature

Date

8/8/19

ADAM C. SPRY

Director - Land Services, Enablement
Piedmont Natural Gas Company, Inc.

APPROVED

PLEASE RETURN SIGNED DOCUMENT TO:

PIEDMONT NATURAL GAS
4720 Piedmont Row Drive - Charlotte, NC 28210
LandTransmissionROW@duke-energy.com
Attn: Land Management

**PERMIT TO ENCROACH UPON PIEDMONT NATURAL GAS
RIGHT OF WAY AND EASEMENT
EN2019-030 25 Line/Tract: 022-SAMP-007_000**

Part IV. COMPLETION

Company Use Only			
Completion Log	Date	PNG Rep	Action
Approved Permit	8/15/19	Elia Martin	Copy to RC & Project Owner
Archive-Land Department			Filed in Land Records Storage
Encroachment Work Complete by RC			Date & return to LandTransmissionROW@duke-energy.com
Encroachment Object Entry			Permit sent to GIS
GIS Entry Complete			Acknowledge & Return to Land Department

Certificate of Coverage

STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF ENERGY, MINERAL, AND LAND RESOURCES

GENERAL PERMIT NO. NCG010000

NC Reference No. NCG01-2019-1438
Certificate of Coverage No. NCC191438

STORMWATER DISCHARGES

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

In compliance with the provision of North Carolina General Statute 143-215.1, other lawful standards and regulations promulgated and adopted by the North Carolina Environmental Management Commission, and the Federal Water Pollution Control Act, as amended,

RP Wellons Land & Development, LLC

is hereby authorized authorized to discharge stormwater associated with CONSTRUCTION ACTIVITIES to surface waters of North Carolina from a site located at:

Goose Creek
Hawley Rd. (SR 1615)
Plainview Township
Harnett County

in accordance with the effluent limitations, monitoring requirements, and other conditions set forth in N.C. General Permit No. NCG010000.

This Certificate of Coverage is affiliated with **E&SC Plan Project No.** SAMPS-2020-001

This Certificate of Coverage shall become effective 8/20/2019.

This Certificate of Coverage shall remain in effect for the duration of the General Permit or until rescinded.



for S. Daniel Smith
Director, Division of Energy, Mineral, and Land Resources
By the Authority of the Environmental Management Commission



August 8, 2020

North State Development
126 Cypress Trail Lane
Clinton, North Carolina 28328

Attention: Mr. Chris Spearman

Reference: **Pavement Summary Letter**
Timberlake Subdivision | Section Twenty-Eagle Point Lane
Clinton, North Carolina
S&ME Project 3405-20-082

Dear Chris:

This report presents a summary of our construction materials testing services performed during the construction phase of Eagle Point Lane in the Timberlake Subdivision in Clinton, North Carolina as detailed on the Road Cross Section detail, prepared by Owen Surveying. S&ME performed construction materials testing services for the roadway project in accordance with S&ME Proposal No. 34-2000288, dated July 1, 2020 and our authorization to proceed.

The following sections of this report present information about the project, our scope of services, field and laboratory data, and a summary of our findings.

◆ Project Information

The project entailed the construction of Eagle Point Lane in the Timberlake Subdivision in Clinton, North Carolina. The type of work included grading and asphalt pavement construction.

The minimum pavement section design specified on the detail is as follows:

- ◆ 1-1/2" Asphalt
- ◆ 6" of Compacted Soil Type Base Course

◆ Scope of Services

Our scope of services included the following tasks:

- ◆ Proofrolling of soil subgrades and soil type base course.
- ◆ Thickness measurements and in-place density testing of the soil type base course.
- ◆ Coring of newly placed asphalt for thickness and density testing.

A compilation of our field test reports is attached. Following is a brief summary of these records.

◆ **Findings**

- ◆ S&ME observed proofrolling of the pavement subgrades as the work progressed. Some undercutting of soft wet subgrade soils and replacement with additional asphalt to establish subgrade stability.
- ◆ S&ME observed proofrolling of the soil type base course. The base course was observed to be stable.
- ◆ S&ME spot-checked the thickness of the soil type base course and performed in-place density tests on the base course. The test results indicate that the base course thickness meets the 6" minimum thickness requirement. Compaction of the base course averaged at least 100 percent.
- ◆ S&ME performed asphalt coring and laboratory testing of asphalt cores. A total of 3 cores were taken and holes were backfilled with a cold-patch asphalt product. The results indicated that the RS 9.5 asphalt placed ranged in thickness from 2.12 to 2.62, averaging 2.31 inches. The compaction for the referenced cores ranged from 93.7 to 94.5%, with an average of 94%.

◆ **Summary**

In summary, it is our professional opinion that the roadway was constructed in accordance with the project documents, based on the findings of our construction observations and testing described above. Should questions arise regarding the content of this report or our services performed, please contact us at your convenience.

Sincerely,
S&ME, Inc.

David T. Cunningham, P.E.
Senior Engineer



Kenneth D. Fain
Construction Group Leader

Attachments: Daily Reports
Asphalt Core Data

T:\Projects\2020\CS\3405-20-082_Timberlake Subdivision- Road Construction\Records\Deliverables\Pavement Construction Report
Eagle Point Lane.docx



S&ME, Inc.
3201 Spring Forest Road
Raleigh, NC 27616
Phone: 919-872-2660
Fax: 919-876-3958

DAILY REPORT

Report #: DR-000001
July 1 2020
Report Date: 7/6/2020

Client:

North State Development
P.O Box 229
Clinton, NC 28328

Project:

340520082
Timberlake Subdivision - Road Const
634 Challenge Club Lane
Clinton, NC 28328

EARTHWORK - Fill Placement - Backfill - Generally Conforms with Required

07/01/2020 - Michael A. WILLIAMS - Part Time - 5.50 Hours - 06:00 to 11:30

Observed placement and compaction of fill material for the access road (Eagle Point Lane) for new subdivisions. The backfill consisted of sandy clay. The backfill was placed in lifts and each lift was compacted with repeated passes of a vibratory sheepfoot compactor. A total of 7 in-place density tests were performed to spot-check the compaction being achieved. The test results indicate that the backfill was being compacted to at least 98% of the material's maximum dry density as determined by the standard Proctor compaction test ASTM D698 and at a satisfactory moisture condition. A summary of the individual test results is attached. Results were verbally communicated to Chris Spearman.

EARTHWORK - Soil Proofroll - Observations - Generally Conforms with Required

07/01/2020 - Michael A. WILLIAMS - Part Time - 0.00 Hours

Observed proofrolling of soil subgrades of approximately 900 LF roadway at Eagle Point Lane. The area was proofrolled with repeated passes of a motorgrader. Two areas were identified that were pumping. The size of the area 11' x 11' x 1.5' and 12' x 16' x 1'. The contractor elected to excavate the area and backfill with asphalt due to not having any dry soils to backfill with. On this basis, the subgrade was assessed to be stable and satisfactory for placement of asphalt.

Any upper soils disturbed by construction traffic or by exposure to rain, prolonged periods of drying, or freezing, must be removed or moisture-conditioned and re-compacted to meet project specifications prior to further construction. If such occurs, the area should be re-evaluated.

Reviewed/Prepared by:
Kenneth FAIN
Jul 06, 2020

DENSITY - NUCLEAR METHOD

Report #: SNG-000001

July 1 2020

Report Date: 7/6/2020

Test Method: ASTM D 6938

Client:

North State Development

P.O Box 229

Clinton, NC 28328

Project:

340520082

Timberlake Subdivision - Road Const

634 Challenge Club Lane

Clinton, NC 28328

Test Results													
Test #	Retest Of	Test Date	Proctor ID	Method	Soil Classification	Optimum Moisture (%)	Maximum Dry Density (pcf)	In Place Moisture (%)	In Place Dry Density (pcf)	Probe Depth (in)	Percent Compaction	Min Comp. (%)	Remark
1		7/1/20	S-1	D698-A	SC	12.9	118.4	11.3	118.9	8	100	95	PASS
2		7/1/20	S-1	D698-A	SC	12.9	118.4	11.0	119.8	8	101	95	PASS
3		7/1/20	S-1	D698-A	SC	12.9	118.4	12.1	117.1	8	99	95	PASS
4		7/1/20	S-1	D698-A	SC	12.9	118.4	12.9	117.1	8	99	95	PASS
5		7/1/20	S-1	D698-A	SC	12.9	118.4	11.9	117.9	8	100	95	PASS
6		7/1/20	S-1	D698-A	SC	12.9	118.4	12.9	118.4	8	100	95	PASS
7		7/1/20	S-1	D698-A	SC	12.9	118.4	12.4	119.2	8	101	95	PASS
Test Information													
Test #	Test Location						Elevation	Reference	Gauge Make / Model / SN / Calibrated			Field Technician	
1	PAVEMENT - Subgrade: Subdivision beginning of new road						0.0		Troxler / 3411-B / 05-11594 / 1/15/2014			Michael A. WILLIAMS	
2	PAVEMENT - Subgrade: Subdivision beginning of new road						0.0		Troxler / 3411-B / 05-11594 / 1/15/2014			Michael A. WILLIAMS	
3	PAVEMENT - Subgrade: Subdivision middle of new road						0.0		Troxler / 3411-B / 05-11594 / 1/15/2014			Michael A. WILLIAMS	
4	PAVEMENT - Subgrade: Subdivision middle of new road						0.0		Troxler / 3411-B / 05-11594 / 1/15/2014			Michael A. WILLIAMS	
5	PAVEMENT - Subgrade: Subdivision middle of new road						0.0		Troxler / 3411-B / 05-11594 / 1/15/2014			Michael A. WILLIAMS	
6	PAVEMENT - Subgrade: Subdivision end of road						0.0		Troxler / 3411-B / 05-11594 / 1/15/2014			Michael A. WILLIAMS	
7	PAVEMENT - Subgrade: Subdivision end of road						0.0		Troxler / 3411-B / 05-11594 / 1/15/2014			Michael A. WILLIAMS	
Remarks					Comments								
PASS: Density and Moisture test results comply with specifications.					Tests are "Direct Transmission" (Method A) unless probe depth is noted as "Backscatter". Gauge calibration data on file with the testing agency.								

Reviewed/Prepared by:

Kenneth FAIN

Jul 06, 2020

The above tests were performed in general accordance with the applicable test method, except for known deviations noted above. The density determined represents the soil density at the test location at the time of the test. The test result relates only to the material tested.

Page 1 of 1

Form No: TR-D2726-T166

Revision No. 0

Revision Date: 8/28/17

Methods:

ASTM D2726 ☐AASHTO T166 ☒

Bulk Specific Gravity of Compacted Specimen Mixtures

S&ME, Inc. Raleigh, 3201 Spring Forest Road, Raleigh, North Carolina 27616

Project #:	3405-20-082	Report Date:	July 16, 2020
Project Name:	Timberlake Subdivision	Test Date(s):	7/15 - 7/16/2020
Client Name:	North Carolina Development		
Client Address:			
Paving Location:	Roadway		
Type Mix:	RS 9.5	Lot #:	1
JMF No.:	N/A	Sample Date:	July 13, 2020
Producer:	N/A	Paving Date(s):	N/A
Plant:	N/A	%t Compaction Specified:	90.0%
Temperature of Water:	77.0 °F	*G _{mm} :	2.422
		G _{mb} :	
		Density of Water (p):	62.4

Sample No.	Core Location	Sample Thickness (in)	Dry Weight	Weight in Water	SSD Weight	Volume (cc.)	Bulk Specific Gravity (G)	Density (lbs./ft.3)	Percent Absorption	Percent Compaction
#	STA/Offset	in.	A	C	B	B-C	A/(B-C)	$\rho_x G$	$(B-A)/(B-C)$	G/ G _{mm} or
C-1	Roadway	2.19	2120.4	1187.1	2121.1	934.0	2.270	141.6	0.1%	93.7%
C-2	Roadway	2.12	2161.5	1212.2	2162.6	950.4	2.274	141.9	0.1%	93.9%
C-3	Roadway	2.62	2575.9	1452.3	2577.0	1124.7	2.290	142.9	0.1%	94.5%
Averages:		2.31					Averages:	2.278	142.1	0.1%
										94.0%

Notes / Deviations / References: *G_{mm} performed at S&ME laboratory.Percent Compaction
determine using (x)G_{mm}:

x

G_{mb}:

AASHTO T166 Bulk Specific Gravity of Compacted Asphalt Mixtures Using Saturated Surface Dry Specimens

ASTM D 2726 Bulk Specific Gravity and Density of Non-Absorptive Compacted Bituminous Mixtures

G_{mm} = Maximum Theoretical Specific Gravity G_{mb} = Bulk Specific Gravity

Mal Krajan

Technician Name

P2S 51723

Certification

Mal Krajan, ET

Technical Responsibility

Signature

Laboratory Manager

Position

7/16/2020

Date

This report shall not be reproduced, except in full, without the written approval of S&ME, Inc.

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 2 (a)

Meeting Date: September 14, 2020	<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 Regarding Proposed Expenditures for Economic Development Purposes (Acquisition of Berry Property)

DEPARTMENT: Legal

PUBLIC HEARING: Yes

CONTACT PERSON(S): Joel Starling, County Attorney
Stephen Barrington, Director of Economic Development

PURPOSE: To receive public comment regarding the County's proposed expenditure for economic development purposes, the acquisition of a fee simple interest in a 62.736 ± acre parcel from Summer B. Berry and Jeffrey Scott Berry

ATTACHMENTS: Public Hearing Advertisement

BACKGROUND:

Sampson County has negotiated the purchase of Sampson County Parcel No. 12-0265560-02, a 62.736-acre property located in Sampson Southeast Business Center in Clinton. The proposed purchase price is \$1,097,880, with closing costs not to exceed \$7,500. Because this is an economic development appropriation under state law, the Board of Commissioners must comply with the public hearing requirement set forth in G.S. 158-7.1(c). We have duly advertised a public hearing for the purpose of receiving public comment with regard to this proposed expenditure for economic development purposes.

The Chairman should convene the hearing and call upon County Attorney Joel Starling and EDC Director Stephen Barrington for comments. The Clerk will then read any comments received via email or US Mail by the designated deadline.

RECOMMENDED ACTION OR MOTION:

Action should be deferred until the August 17, 2020 recessed meeting given legislative restrictions on public hearings held during remote meetings.

PUBLIC HEARING NOTICE

SAMPSON COUNTY, NORTH CAROLINA

A public hearing will be held by the Sampson County Board of Commissioners on September 14, 2020 at 6:00 p.m. In the event that the State of North Carolina is still under a COVID-19 State of Emergency, the meeting will be held virtually by video conference, and the Board of Commissioners' Auditorium will not be open to the public. In the event that the State of North Carolina is no longer under a COVID-19 State of Emergency, the meeting will be held in the County Auditorium, located at 435 Rowan Road, Building A, Clinton, NC 28328.

The purpose of the public hearing is to receive comments on a proposed expenditure for economic development purposes. Namely, the Board of Commissioners intends to approve the acquisition of a fee simple interest in the following 62.736 ± acre parcel from Summer B. Berry and husband, Jeffrey Scott Berry:

Sampson County Parcel No. 12-0265560-02.

Said property is located in the Sampson Southeast Business Center in Clinton, NC, both to the north and south of Industrial Drive to the northeast of the intersection of Industrial Drive and Armory Road. The proposed purchase price for the real property is \$1,097,880.00 and closing costs will not exceed \$7,500.00. The source of funding for the acquisition will be a combination of Sampson County's economic development reserve fund and its general fund.

September 14th Remote Meeting Information

If the meeting is held virtually, the meeting will be broadcast live on the Sampson County YouTube channel beginning at 6:00 p.m. Members of the public who wish to listen to the meeting but do not have internet access may do so by dialing the following telephone number and entering the meeting ID number and password listed below:

Telephone number: (646) 558-8656

Meeting ID number: 829 2904 8037

Password: 461690118

If the meeting is held virtually, members of the public who wish to address the Board of Commissioners regarding the public hearing may do so by submitting written comments by one of the following means:

First class mail addressed as follows: Clerk to the Board
406 County Complex Rd., Bldg. C
Clinton, NC 28328

Email addressed as follows: susanh@sampsonnc.com

Please note that written comments must include the commenter's name and address and must be received by 5:00 p.m. on September 17, 2020 in order to be considered.

Written comments submitted by members of the public will be read aloud by the Clerk and provided as part of the meeting minutes. However, written comments that violate the Board of Commissioners Rules of Procedure and Conduct or Public Comment Policies and Procedures will not be read aloud by the Clerk.

September 17th Remote Meeting Information

In the event that the Board of Commissioners recesses the meeting to September 17, 2020 and the State of North Carolina is still under a COVID-19 State of Emergency at that time, the reconvened meeting will be broadcast on the Sampson County YouTube channel beginning at 6:00 p.m. Members of the public who wish to listen to any such reconvened meeting but do not have internet access may do so by dialing the following telephone number and entering the following meeting ID number and password:

Telephone number: (646) 558-8656**38**

Meeting ID number: 884 9808 1540

Password: 894127786

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 2 (b)

Meeting Date: September 14, 2020	<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 Regarding Proposed Expenditures for Economic Development Purposes (Acquisition of Carr/Gearing Property)

DEPARTMENT: Legal

PUBLIC HEARING: Yes

CONTACT PERSON(S): Joel Starling, County Attorney
Stephen Barrington, Director of Economic Development

PURPOSE: To receive public comment regarding the County's proposed expenditure for economic development purposes, the acquisition of a fee simple interest in a 59.588 ± acre parcel from Lynn S. Carr, Jacqueline R. Carr, Karen Carr Gearing and John S. Gearing

ATTACHMENTS: Public Hearing Advertisement

BACKGROUND:

Sampson County has negotiated the purchase of Sampson County Parcel No. 12-0192880-05, a 59.588-acre property located in Sampson Southeast Business Center in Clinton. The proposed purchase price is \$1,042,790, with closing costs not to exceed \$7,500. Because this is an economic development appropriation under state law, the Board of Commissioners must comply with the public hearing requirement set forth in G.S. 158-7.1(c). We have duly advertised a public hearing for the purpose of receiving public comment with regard to this proposed expenditure for economic development purposes.

The Chairman should convene the hearing and call upon County Attorney Joel Starling and EDC Director Stephen Barrington for comments. The Clerk will then read any comments received via email or US Mail by the designated deadline.

RECOMMENDED ACTION OR MOTION:

Action should be deferred until the August 17, 2020 recessed meeting given legislative restrictions on public hearings held during remote meetings.

PUBLIC HEARING NOTICE

SAMPSON COUNTY, NORTH CAROLINA

A public hearing will be held by the Sampson County Board of Commissioners on September 14, 2020 at 6:00 p.m. In the event that the State of North Carolina is still under a COVID-19 State of Emergency, the meeting will be held virtually by video conference, and the Board of Commissioners' Auditorium will not be open to the public. In the event that the State of North Carolina is no longer under a COVID-19 State of Emergency, the meeting will be held in the County Auditorium, located at 435 Rowan Road, Building A, Clinton, NC 28328.

The purpose of the public hearing is to receive comments on a proposed expenditure for economic development purposes. Namely, the Board of Commissioners intends to approve the acquisition of a fee simple interest in the following 59.588 ± acre parcel from Lynn S. Carr and wife, Jacqueline R. Carr, and Karen Carr Gearing and husband, John S. Gearing:

Sampson County Parcel No. 12-0192880-05.

Said property is located in the Sampson Southeast Business Center in Clinton, NC, both to the north and south of Industrial Drive near the intersection of Industrial Drive and Armory Road. The proposed purchase price for the real property is \$1,042,790.00 and closing costs will not exceed \$7,500.00. The source of funding for the acquisition will be a combination of Sampson County's economic development reserve fund and its general fund.

September 14th Remote Meeting Information

If the meeting is held virtually, the meeting will be broadcast live on the Sampson County YouTube channel beginning at 6:00 p.m. Members of the public who wish to listen to the meeting but do not have internet access may do so by dialing the following telephone number and entering the meeting ID number and password listed below:

Telephone number: (646) 558-8656
Meeting ID number: 829 2904 8037
Password: 461690118

If the meeting is held virtually, members of the public who wish to address the Board of Commissioners regarding the public hearing may do so by submitting written comments by one of the following means:

First class mail addressed as follows:	Clerk to the Board 406 County Complex Rd., Bldg. C Clinton, NC 28328
Email addressed as follows:	susanh@sampsonnc.com

Please note that written comments must include the commenter's name and address and must be received by 5:00 p.m. on September 17, 2020 in order to be considered.

Written comments submitted by members of the public will be read aloud by the Clerk and provided as part of the meeting minutes. However, written comments that violate the Board of Commissioners Rules of Procedure and Conduct or Public Comment Policies and Procedures will not be read aloud by the Clerk.

September 17th Remote Meeting Information

In the event that the Board of Commissioners recesses the meeting to September 17, 2020 and the State of North Carolina is still under a COVID-19 State of Emergency at that time, the reconvened meeting will be broadcast on the Sampson County YouTube channel beginning at 6:00 p.m. Members of the public who wish to listen to any such reconvened meeting but do not have internet access may do so by dialing the following telephone number and entering the following meeting ID number and password:

Telephone number: (646) 558-8656
Meeting ID number: 884 9808 1540
Password: 894127786

For more information on the proposed acquisition, please contact Stephen Barrington, Executive Director, Sampson County Economic Development Commission, during regular business hours at (910) 592-8921 or at sbarrington@sampsonedc.com.

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM NO. 2 (c)

Meeting Date: September 14, 2020	<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(S): 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 1254 1487	Honeybee Lane
PVT 1615 1088	Goose Creek Circle

The Chairman should open the hearing, call upon the Clerk to review the road name recommendation and read any comments received prior to the hearing. The hearing should then be closed.

RECOMMENDED ACTION OR MOTION:

Action should be deferred until the August 17, 2020 recessed meeting given legislative restrictions on public hearings held during remote meetings.

NORTH CAROLINA'S
SAMPSON COUNTY
OFFICE OF EMERGENCY SERVICES

MEMORANDUM:

TO: Ms. Susan Holder, Assistant County Manager
FROM: *RB*
Ronald Bass, Emergency Management
DATE: August 25, 2020
SUBJECT: Private Road Name/Public Hearing Request

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

PVT 1254 1487

Honeybee 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.



107 Underwood Street | Clinton, NC 28328
OFFICE: (910) 592-8996 | FAX: (910) 592-5383

NORTH CAROLINA'S
SAMPSON COUNTY
OFFICE OF EMERGENCY SERVICES

MEMORANDUM:

TO: Ms. Susan Holder, Assistant County Manager
FROM: ^{RB/AR} Ronald Bass, Emergency Management
DATE: July 21, 2020
SUBJECT: Private Road Name/Public Hearing Request

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

PVT 1615 1088

Goose Creek Cir

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.



107 Underwood Street | Clinton, NC 28328

OFFICE: (910) 592-8996 | FAX: (910) 592-5383

Public Hearing – Naming of Private Roads

Notice is hereby given that the Sampson County Board of Commissioners will hold a public hearing at their regular meeting on **Monday, September 14, 2020 at 6:00 p.m.** regarding the naming of certain private roads:

PVT 1254 1487

Recommended Name: Honeybee Lane

PVT 1615 1088

Recommended Name: Goose Creek Circle

In the event the State of North Carolina is still under a COVID-19 State of Emergency at the time, the meeting will be held virtually by video conference, and the Board of Commissioners' Auditorium will not be open to the public. In the event the State of North Carolina is no longer under a COVID-19 State of Emergency at the time, the meeting will be held in the County Auditorium, located at 435 Rowan Road, Building A, Clinton, NC 28328.

Remote Meeting Information

If held virtually, the meeting will be broadcast live via the County's YouTube page beginning at 6:00 p.m. Members of the public who wish to listen to the meeting but do not have internet access may do so by dialing the following telephone number and entering the following meeting ID and password:

Telephone number:

(646) 558-8656

Meeting ID number:

829 2904 8037

Password:

461690118

Members of the public who wish to address the Board of Commissioners during the scheduled public hearing may do so by submitting written comments by one of the following means:

First class mail addressed as follows:

Clerk to the Board

406 County Complex Rd., Bldg. C

Clinton, NC 28328

Email addressed as follows:

susanh@sampsonnc.com

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Please note that written comments must include the commenter's name and address and must be received by 5:00 p.m. on Friday, September 11, 2020 in order to be considered.

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 3 (a)

Meeting Date:	September 14, 2020	<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: 911 and Emergency Services Facilities Project – Grant Acceptance and Supplemental Funding Financing

DEPARTMENT: Administration and Finance

PUBLIC HEARING: No

CONTACT PERSON(S): Edwin W. Causey, County Manager
David K. Clack, Finance Officer

PURPOSE: To announce grant awards, authorize execution of grant acceptance documentation and discuss financing of supplemental project funding

ATTACHMENTS: Golden Leaf Grant Agreement; Resolution Authorizing Execution of Grant Documents; Resolution Authorizing Submission of Application for LGC Approval of Financing

BACKGROUND:

We are pleased to announce that the County has been awarded \$1.0 million in grant funds from Golden Leaf for the construction of the 911 and Emergency Services facilities. In addition, we are delighted to report that on Friday, August 28, the NC 911 Board voted unanimously to approve our grant application for \$5,571,543 for the 911 portion of the project. Added to the \$3.5 million grant previously awarded by OSBM, we are fortunate to have received grant dollars totaling nearly \$10.1 million, more than half the anticipated total cost of the project of just over \$18.5 million. We are proposing that the Board authorize staff to pursue financing for the remainder of the project costs in an amount not to exceed \$8.5 million. This financing would require approval from the Local Government Commission. The County Manager will discuss the grant awards and project timeline, and the Finance Officer will review the steps necessary to pursue LGC approval.

RECOMMENDED ACTION OR MOTION:

Motion to (1) adopt the resolution authorizing the Board Chairman, County Manager, Clerk to the Board, and County Finance Officer to execute any and all documents necessary for the proper effectuation of the Golden LEAF and 911 Board grants upon review of and concurrence with any such documents by the County Attorney, and (2) to adopt the Resolution approving the financing of an amount not to exceed \$8.5 million for the construction of the emergency services facilities

The Golden LEAF Foundation (“Golden LEAF”)

GRANTEE ACKNOWLEDGMENT AND AGREEMENT

1. Grantee: County of Sampson
2. Project File Number & Title: FY2021-002 / Sampson County 911 and Emergency Services Facilities
3. Purpose of Grant: The current Sampson County emergency services facility is in a former National Guard armory. EMS, 911, and emergency services operations are also housed in this facility. The building is outdated, undersized, and in an area that experiences localized flooding which limits the county’s ability to operate EMS from the site. The county plans to construct a new facility to house EMS and other emergency services. Golden LEAF disaster recovery grant funds will be used to support the cost for construction of the EMS services portion of the new building. The county is pursuing other grant and loan funding to complete the project.
4. Amount of Grant: \$1,000,000.00
5. Award Date: 8/6/2020 Start Date: _____
6. Special Terms and Conditions Applicable to Grant:
 - a) The term of the grant is 6 months, commencing on the Award Date unless the Grantee proposes a later Start Date that is accepted by Golden LEAF. Golden LEAF may extend the term of the Grant. The provisions of this Grantee Acknowledgment and Agreement that by their nature extend beyond the term of the grant will survive the end of the term of the grant.
 - b) Golden LEAF funds may be used for project-related expenses incurred prior to the grant award.
 - c) Grantee agrees to use reasonable efforts to secure funding for these repairs from FEMA, its insurer, and/or other sources of funding typically available to the grantee for similar disaster-recovery projects and will pay any funds received from other sources for these repairs to Golden LEAF, up to the full amount of grant funds released by Golden LEAF for this project.
 - d) Use of grant funds must comply with applicable requirements of S.L. 2018-136, S.L. 2018-138, and S.L. 2018-250, including, without limitation, Section 4.2(a) and Section 4.2(b) of S.L. 2018-136.
 - e) Grantee agrees to comply with applicable requirements of G.S. 143C-6-23.
7. Standard conditions on the release of grant funds:
 - a) Release of grant funds is contingent on Grantee attending a Golden LEAF grants management workshop or participating in satisfactory discussions with Golden LEAF staff to gain training in the management of Golden LEAF grants and reporting requirements.
 - b) Release of funds is contingent on Grantee returning a fully executed original of this Grantee Acknowledgment and Agreement no later than forty-five (45) days after the Award Date, unless Golden LEAF agrees to extend the deadline for its submission.
 - c) Release of funds is contingent on Grantee submitting a project management plan (“PMP”) that Golden LEAF has approved. The PMP must be submitted for approval within forty-five (45) days of the Award Date, unless Golden LEAF agrees to extend the deadline. Unless otherwise approved, the PMP must be submitted on Golden LEAF form(s). The PMP will include key activities that are critical to successful implementation of the grant and outcomes that will be used to assess the success and effectiveness of the project.
 - d) Release of funds is contingent on the Grantee submitting a project budget for approval by Golden LEAF. The project budget must be submitted for approval within forty-five (45) days of the Award Date unless Golden LEAF agrees to extend the deadline. Unless otherwise approved, the project budget must be submitted on Golden LEAF form(s).

- e) If the approved project budget includes funds from other sources that are required for project implementation, Golden LEAF grant funds will not be released until Grantee demonstrates that it has secured those funds.
 - f) Golden LEAF grant funds may not be used for acquisition of interests in real property or for costs of grant administration.
 - g) If the Grantee fails to comply with its obligations under this Agreement, no further grant funds will be released unless such noncompliance is resolved to the satisfaction of Golden LEAF.
8. Confirmation of Eligibility/Permissible use of Funds: The Grantee confirms: (1) that the Internal Revenue Service has determined that the Grantee is an organization described in Section 501(c) (3) of the Internal Revenue Code of 1986, as amended, and that such determination has not been revoked, or (2) that the Grantee is a federal, state or local governmental unit. Grantee agrees to notify Golden LEAF promptly if the Grantee's tax-exempt status is revoked or modified in any way. The Grantee agrees that it will use the funds from this grant only for charitable, educational, or scientific purposes within the meaning of Section 501(c)(3) of the Code, and that it will not use the funds from this grant in any way that would result in or give rise to private inurement or impermissible private benefit. The Grantee agrees that no funds from this grant will be used to carry on propaganda or otherwise to attempt to influence legislation, to influence the outcome of any public election, or to carry on directly or indirectly any voter registration drive. If grant funds are used to pay for sales tax for which the Grantee receives a refund, Grantee will use the refund for expenses that are consistent with the purpose of the grant and permissible under this Agreement. Unless otherwise agreed by Golden LEAF in writing, no portion of the Grantee's rights or obligations under this Agreement may be transferred or assigned to any other entity.
9. Compliance with laws/liens: The Grantee is in material compliance with all federal, state, county, and local laws, regulations, and orders that are applicable to the Grantee, and the Grantee has timely filed with the proper governmental authorities all statements and reports required by the laws, regulations, and orders to which the Grantee is subject. There is no litigation, claim, action, suit, proceeding or governmental investigation pending against the Grantee, and there is no pending or (to the Grantee's knowledge) threatened litigation, claim, action, suit, proceeding or governmental investigation against the Grantee that could reasonably be expected to have a material adverse effect upon the Grantee's ability to carry out this grant in accordance with its terms. The Grantee has timely paid all judgments, claims, and federal, state, and local taxes payable by the Grantee the non-payment of which might result in a lien on any of the Grantee's assets or might otherwise adversely affect the Grantee's ability to carry out this grant in accordance with its terms.
10. Conflict of interest: In connection with the project funded by Golden LEAF, no employee, officer, director, volunteer, or agent of the Grantee shall engage in any activity that involves a conflict of interest or that would appear to a reasonable person to involve a conflict of interest. Without limiting the foregoing principle, except as described below, in connection with implementation of the project funded by Golden LEAF, Grantee shall not procure goods or services from any Interested Person or from any individual or entity with which any Interested Person has a financial interest or from any family member of an Interested Person, nor shall Grantee use Golden LEAF grant funds to provide goods, services, or compensation (other than customary and reasonable wages and benefits) to any Interested Person or to any family member of an Interested Person. "Interested Person" includes officers and directors of the Grantee, and employees of the Grantee with authority to procure goods or services for the Grantee related to the project funded by Golden LEAF. For purposes of this section, family members shall include: (1) spouse, (2) ancestor, (3) brother, (4) half-brother, (5) sister, (6) half-sister, (7) child (whether by birth or by adoption), (8) grandchild, (9) great grandchild, or (10) spouse of brother, half-brother, sister, half-sister, child, grandchild, or great grandchild. An Interested Person has a financial interest if the Interested Person has, directly or indirectly, through business, investment, or family: a) an ownership or investment interest in any entity with which the Grantee has a transaction or arrangement; b) a compensation arrangement with the Grantee or with any entity or individual with which the Grantee has a transaction or arrangement; or c) a potential ownership or investment interest in, or compensation arrangement with, any entity

or individual with which the Grantee is negotiating a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. An Interested Person must inform the Grantee of his or her financial interest upon becoming aware that the Grantee is considering procuring goods or services from any individual or entity with which any Interested Person has a financial interest. The foregoing notwithstanding, if after exercising due diligence, the governing board or committee of the Grantee determines that the Grantee is not reasonably able to secure a more advantageous transaction or arrangement from an individual or entity with which an Interested Person does not have a financial interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Grantee's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination the Grantee shall make its decision as to whether to enter into the transaction or arrangement and shall keep written records of the meeting at which that decision was made. The Grantee shall inform all Interested Persons of the requirements set forth in this section. If the requirements set forth in this section conflict with any statute or regulation applicable to the Grantee, the statute or regulation shall control. If the Grantee has a conflict of interest or similar policy that provides more stringent restrictions and protections than those in this section, the Grantee may comply with its policy rather than the policy contained herein. This section does not alter the requirement that Grantee may not use the funds from this grant in any way that would result in or give rise to private inurement or impermissible private benefit

11. Procurement: All goods or services acquired using Golden LEAF grant funds must be reasonably necessary to implement the project funded. All procurement transactions involving the use of Golden LEAF grant funds will be conducted to provide, to the extent possible and reasonable, free and open competition among suppliers. The Grantee should use reasonable efforts to procure goods and services from local businesses, small businesses, minority-owned firms, and women's business enterprises. The Grantee will seek competitive offers where possible and reasonable to obtain the best possible quality at the best possible price. Some form of cost or price analysis shall be made and documented in connection with every individual procurement in excess of \$1,000.00. Price analysis may be accomplished in various ways, including the comparison of price quotations or market prices, including discounts. For any single procurement of \$100,000.00 or more, Grantee will use a competitive bid process that is designed to attract a reasonable number of responsive bidders. The requirements of the bid process may vary depending on the value of the procurement. When evaluating bids received, the Grantee is not required to take the lowest price if other factors are reasonably important to the Grantee; however, the bases for evaluation and selection should be listed in the procurement documents and there should be an objective method for the decision made by the Grantee. The decision should be documented in writing. If the Grantee is subject to statutory or regulatory procurement requirements, those requirements supersede this section. The Grantee may request that the President of Golden LEAF approve the Grantee's use of a procurement policy that varies from the requirements of this section.
12. Project and budget modification: The Grantee will immediately notify Golden LEAF of anything that may materially affect the Grantee's ability to perform the project funded. **If the Grantee proposes to modify the budget, the objectives, or any other feature of the project funded, the Grantee shall not encumber or expend any funds from this grant for such purposes unless and until Golden LEAF has approved such proposed modifications in writing.** Moreover, no further payments shall be made to the Grantee in connection with the project funded unless and until Golden LEAF has approved such proposed modifications in writing.
13. Use of grant funds/rescission and termination of grants: The Grantee accepts and will retain full control of the disposition of funds awarded to the Grantee by Golden LEAF under this grant and accepts and will retain full responsibility for compliance with the terms and conditions of the grant. Grant funds shall be utilized exclusively for the purposes set forth above. If the Grantee breaches any of the covenants or agreements contained in this Grantee Acknowledgment and Agreement, uses grant funds for purposes other than those set out above, or any of the representations and warranties made by the Grantee are untrue as to a material fact, the Grantee agrees to repay to Golden LEAF the full amount of this grant. Any condition, purpose, term or provision in Golden LEAF's resolution approving funding or in this Agreement shall take precedence over any

conflicting provision in the Grantee's application. Grantee shall not use grant funds for any purpose not included in the Grantee's application for funding unless specifically approved by Golden LEAF. If there is a conflict between the purpose of the grant and use of grant funds described in this Grantee Acknowledgment and Agreement and the Grantee's application for funding, this Grantee Acknowledgment and Agreement will control.

14. The Grantee acknowledges receipt of the following policy regarding termination and rescission of grants, which is intended to supplement but not replace or limit the rights and remedies of Golden LEAF set forth elsewhere in this Agreement. The Grantee acknowledges that Golden LEAF may, from time to time, amend its policy regarding termination and rescission of grants, and the Grantee acknowledges that the Grantee will be subject to the policy as amended.

Policy Regarding Rescission and Termination of Grants. Rescission of a grant revokes the grant award. When funds have been disbursed to a Grantee by Golden LEAF and a grant is rescinded, the Grantee may be liable for repayment to Golden LEAF for an amount up to the total of grant funds received by the Grantee, in addition to any other remedy available to Golden LEAF. Termination of a grant ends the grant on a going-forward basis, and the Grantee is responsible for repayment to Golden LEAF of only that portion of the grant funds that has been disbursed but not expended by the Grantee in accordance with the terms of the grant.

A grant may be rescinded or terminated at any time in the discretion of Golden LEAF for the Grantee's failure to comply with its obligations under this Agreement or if any of the Grantee's representations and warranties in this Agreement are or become untrue as to a material fact. Reasons for rescission or termination of a grant include but are not limited to the following:

- a. The Grantee has not signed and delivered to Golden LEAF the Grantee Acknowledgment and Agreement within forty-five (45) days of the Award Date set out in Section 5, above.
- b. The Grantee has failed to complete the project within the grant term established by this Agreement or any extensions thereof.
- c. The Grantee's tax-exempt status has been modified or revoked.
- d. The Grantee is unable, or has failed or refused, to comply with a material term or condition of the grant.
- e. The Grantee has experienced a change in circumstances that is likely to have a material adverse effect upon the Grantee's ability to accomplish fully the purposes of the grant (e.g., loss of collateral funding, loss of key personnel, etc.).
- f. The Grantee has failed or refused to submit a report, statement, accounting or return required by this Agreement or applicable law.
- g. The Grantee has materially modified its budget for the project, and such material modification has not been approved by Golden LEAF.
- h. The Grantee commits a material violation of the Internal Revenue Code or uses grant funds for some purpose not permitted by the Internal Revenue Code or for some purpose not contemplated by the grant.
- i. The Grantee breaches any of the covenants or agreements contained in this Grantee Acknowledgment and Agreement.
- j. The Grantee requests that the grant be rescinded or terminated.

It is anticipated that a grant will be rescinded in situations in which no grant funds have been disbursed. Where grant funds have been disbursed, it is anticipated that a grant will be rescinded in the case of more serious violations (including, without limitation, use of grant funds for some purpose not contemplated by the grant or in violation of the Internal Revenue Code, or upon other affirmative misconduct of the Grantee), and that termination of a grant will occur in the case of the less serious instances of non-compliance or where the circumstance giving rise to termination is not the result of misconduct of the Grantee.

If the Board of Directors of Golden LEAF determines that a grant should be rescinded or terminated, Golden LEAF will notify the Grantee of that decision. Golden LEAF may choose to notify the Grantee that the grant is subject to rescission or termination unless the Grantee remedies the noncompliance, and Golden LEAF may establish deadlines or other limitations on the Grantee's opportunity to remedy the noncompliance. If Golden LEAF allows the Grantee the opportunity to correct the noncompliance, no further grant funds shall be advanced until the noncompliance is remedied.

15. Release of Funds: Unless otherwise agreed by Golden LEAF, up to twenty percent (20%) of funds may be released in advance after all conditions on the release of funds are satisfied. Funds may be released in additional advances of up to twenty percent (20%) of the grant amount upon receipt of evidence satisfactory to Golden LEAF that funds previously released have been properly expended and accounted for. Funds may also be released on a reimbursement basis, in which case payments may be made in an amount equal to or up to eighty percent (80%) of the grant amount upon receipt of evidence satisfactory to Golden LEAF that funds have been properly expended and accounted for. Unless otherwise approved by the President of Golden LEAF, a sum equal to twenty percent (20%) of the total amount of the grant will be retained by Golden LEAF until the Grantee completes its obligations under this grant, including submission of a satisfactory final report on the project funded. This final twenty percent (20%) retained by Golden LEAF shall be paid to the Grantee on a reimbursement basis. If the grant is conditional or contingent, all conditions and contingencies must be met before any payment will be made. Each request for payment shall be in writing using the approved Golden LEAF form and shall certify that the Grantee has performed in accordance with the terms and provisions of its Grantee Acknowledgment and Agreement, and that such Grantee is entitled under the terms of such Agreement to receive the amount so requested. Each request should be made to President, The Golden LEAF Foundation, 301 N. Winstead Avenue, Rocky Mount, NC 27804. Payment should not be requested until the Grantee has need for actual expenditures of the funds. The Grantee should request payment at least thirty (30) days prior to its desired payment date.
16. Reporting: The Grantee agrees to submit a progress report to Golden LEAF biannually, to be received by Golden LEAF six months from the date of award and every six months thereafter unless some other schedule is approved by Golden LEAF. The Grantee agrees to submit a final Progress Report for receipt by Golden LEAF within sixty (60) days after the completion of all obligations for the project funded or the end date, whichever comes first. The Grantee may be required to report results and accomplishments to Golden LEAF for a period beyond the grant term that is reasonably necessary to evaluate the outcomes of the grant. Report forms may be found on Golden LEAF's website, www.goldenleaf.org. The Grantee will furnish additional or further reports if requested by Golden LEAF on forms prescribed by Golden LEAF.
17. Records: The Grantee agrees to maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for the project funded in such a manner so as to identify and document clearly the activities and outcomes of the project funded and the expenditure of Golden LEAF grant funds. Financial records regarding Golden LEAF's grant shall maintained in such a way that they can be reported separately from monetary contributions, or other revenue sources of the Grantee. The Grantee agrees to retain all financial and programmatic records, supporting documents, and all other pertinent records related to the project funded for a period of five (5) years from the end of the grant term. In the event such records are audited, all project records shall be retained beyond such five-year period until all audit findings have been resolved. The Grantee shall provide to Golden LEAF copies of all financial and other records requested by Golden LEAF and shall make available to Golden LEAF, or Golden LEAF's designated representative, all of the Grantee's records that relate to the grant, and shall allow Golden LEAF or Golden LEAF's representative to audit, examine and copy any data, documents, proceedings, records and notes of activity relating to the grant. Access to these records shall be allowed upon request at any time during normal business hours and as often as Golden LEAF or its representative may deem necessary. The Grantee may be subject to audit by the State Auditor.
18. This Section 18 is applicable if the following blank is marked: _____ Staff Initials & date: _____

Intellectual property/new developments: In consideration of its receipt of funds granted by Golden LEAF, the Grantee agrees that during the course of the project funded by the grant, the Grantee, and any recipient of grant funds, will promptly disclose to Golden LEAF any improvements, inventions, developments, discoveries, innovations, systems, techniques, ideas, processes, programs, and other things, whether patentable or unpatentable, that result from any work performed by or for the Grantee in connection with the project funded, or by individuals whose work is funded by the grant (the "New Developments"). If the Grantee provides to Golden LEAF a copy of any Invention Disclosure Reports it receives from Grantee employees that report making inventions under this Agreement, then the Grantee will be deemed to have satisfied the disclosure requirement in the preceding sentence.

The Grantee agrees that it, and any recipient of grant funds, shall take all reasonably appropriate actions to assure that the New Developments shall be and remain the sole and exclusive property of the Grantee. In the event that the interests of the public would be served by commercialization of the New Developments, the Grantee agrees to use its best reasonable efforts to pursue the commercialization of any such New Developments in a manner that will serve the interests of the public, including but not limited to the transfer, assignment or licensing of such New Developments; provided, however, that the Grantee, and any recipient of grant funds, shall not transfer, assign or license such New Developments in part or in whole without first having obtained the written consent of Golden LEAF.

Any revenue generated as a result of transferring, assigning, or licensing New Developments will be managed by the Grantee in accordance with its published patent, copyright and technology transfer procedures, if any, and in the absence of such procedures such revenue will be managed by the Grantee in accordance with procedures approved by Golden LEAF. Such procedures typically will prioritize the distribution of revenues to ensure that the Grantee first honors its obligation to its inventors and then to cover its own out-of-pocket expenses as necessary to protect its intellectual property.

The Grantee and Golden LEAF further agree that should there be any revenue generated greater than that necessary to meet the obligations of the preceding paragraph ("Net Revenue"), the Net Revenue shall be managed by the Grantee as follows:

- a) 15% of the Net Revenue will be retained by the Grantee as a fee for the management and distribution of funds as required under this Agreement.
- b) 30% of the remaining Net Revenue will be paid to Golden LEAF.
- c) 70% of the remaining Net Revenue will be retained by the Grantee and used in accordance with the procedures referenced in the preceding paragraph above.

The Grantee's obligations pursuant to this Section will continue beyond the expiration of the funding period.

19. Independent entity: The Grantee acknowledges and agrees that the Grantee is an entity independent from Golden LEAF, is not an agent of Golden LEAF, and is not authorized to bind Golden LEAF to any agreement of payment for goods or services. The Grantee is responsible for payment of all its expenses, including rent, office expenses and all forms of compensation to employees. It shall provide workers compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment compensation, social security, income taxes and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees. All expenses incurred by the Grantee are the sole responsibility of the Grantee, and Golden LEAF shall not be liable for the payment of any obligations incurred in the performance of the project funded.
20. Non-discrimination: The Grantee shall not discriminate by reason of age, race, ethnicity, religion, color, sex, national origin, or handicap related to the activities of a project funded by Golden LEAF.

21. **Publicity:** All publicity and printed materials regarding projects or activities supported in whole or in part by this grant should contain the following language: **“This project received support from The Golden LEAF Foundation.”** The Golden LEAF logo is to be displayed in all of the Grantee’s publicity and printed materials relating to this grant. Please contact Jenny Tinklepaugh (jtinklepaugh@goldenleaf.org) for digital versions of the logo.
22. **Authority to execute/Necessary Approvals Obtained:** The individual signing below certifies his or her authority to execute this Agreement on behalf of the Grantee and that the Grantee has received any third-party approval that may be required prior to entering this Agreement. By executing this Agreement, the Grantee, to induce Golden LEAF to make this grant, makes each of the representations set forth hereinabove and certifies that each of such representations is true, accurate and complete as of the date hereof.

IN WITNESS WHEREOF, the Grantee has executed this Agreement as of the date below:

Name of Grantee Organization (print): _____

Signature: _____

Name of Person Signing (print): _____

Title of Person Signing (print): _____

Date: _____

RESOLUTION OF THE SAMPSON COUNTY BOARD OF COMMISSIONERS

WHEREAS, the Golden LEAF Foundation (“Golden LEAF”) has approved the award of a \$1,000,000.00 grant to Sampson County (the “County”) to support relocation of the County’s Emergency Medical Services (“EMS”); and

WHEREAS, the North Carolina Wireless 911 Board (“911 Board”) has approved the award of a grant totaling approximately \$5,571,543 to the County to support the construction of a new public safety answering point (“PSAP”) facility; and

WHEREAS, the Sampson County Board of Commissioners wishes to authorize the Chair of the Sampson County Board of Commissioners, County Manager, Clerk to the Board, and County Finance Officer to execute any and all documents necessary for the proper effectuation of the above-referenced Golden LEAF and 911 Board grants upon review of and concurrence with any such documents by the County Attorney;

NOW, THEREFORE, BE IT RESOLVED that the Chair of the Sampson County Board of Commissioners, County Manager, Clerk to the Board and County Finance Office are hereby authorized to execute any and all documents necessary for the proper effectuation of the above-referenced Golden LEAF and 911 Board grants, including, but not limited to, any required grant agreements and grantee acknowledgements, upon review of and concurrence with any such documents by the County Attorney.

ADOPTED, this the 14th day of September, 2020.

CLARK H. WOOTEN, Chair,
Sampson County Board of Commissioners

ATTEST:

SUSAN J. HOLDER,
Clerk to the Sampson County Board of Commissioners

**RESOLUTION APPROVING, IN PRINCIPLE THE FINANCING OF AN
AMOUNT NOT TO EXCEED \$8,500,000 FOR THE CONSTRUCTION AND
FURNISHINGS FOR EMERGENCY MANAGEMENT FACILITIES**

WHEREAS, the County of Sampson, North Carolina (the “*County*”) is a political subdivision validly existing under the Constitution, statutes and laws of the State (the “*State*”); and

WHEREAS, the County has the power, pursuant to North Carolina General Statutes, to (1) purchase real and personal property, (2) enter into installment purchase contracts in order to finance and refinance the purchase of real and personal property used, or to be used, for public purposes, and (3) grant a security interest in some or all of the property purchased to secure repayment of the purchase price; and

WHEREAS, the County’s Board of Commissioner (the “Board”) has determined that the building that houses Emergency Services, Emergency Medical Services, 911 Communications, and the Emergency Operations Center is no longer compatible with our needs and is in need of extensive rehabilitation and that new facilities need to be constructed to house these functions ; and

WHEREAS, there has been described to the Board a plan of financing for the construction of new Emergency Management facilities through the use of grants and install financing funding, pursuant to Section 160A-20 of the North Carolina General Statutes, which would provide for the installment financing by the County of up to \$8,500,000 for the construction pursuant to agreement to be entered into with a bank.

WHEREAS, the County Attorney has advised the Board that the Project and the proposed plan of financing are authorized by law, and that the Project is a purpose for which public funds may lawfully be expended pursuant to the Constitution and laws of the State of North Carolina; and

WHEREAS, the County must obtain the LGC’s approval to enter into the Installment Financing Contract;

NOW, THEREFORE, BE IT RESOLVED by the Board as follows:

1. The County hereby undertakes the Project and determines to undertake an installment financing for the construction of the Project pursuant to Section 160A-20. This approval is subject to the Board’s subsequent further approval of financing terms, conditions, and documents
2. The Finance Officer or his designee is hereby directed to file with the LGC an application for its approval of the financing and all relevant transactions contemplated thereby on a form prescribed by the LGC and to state in such application such facts and to attach thereto such exhibits regarding the County and its financial condition as may be required by the LGC. The Finance Officer is hereby authorized to execute any certified statement of debt related to such application and to file the same with the Clerk to the Board.
3. The Board hereby finds and determines as follows:
 - a. The Project is necessary and expedient for the County in order to accommodate the needs of the County with respect to emergency response.
 - b. The sums to fall due from the County under the financing are not excessive for their stated purpose.
 - c. Paying for the Project from the County’s unappropriated fund balance would reduce the balance to an imprudently low level.

- d. The proposed plan of financing, under all circumstances, is preferable to a general obligation or revenue bond issue for the same purpose. The additional cost required to issue a general obligation bond or revenue bond is prohibitive considering the amount to be financed.
 - e. The County's debt management policies have been carried out in strict compliance with law as indicated in the County's most recent audited financial statements.
 - f. The County expects that no further increase in the County's ad valorem property tax rate will be required to raise sums to fall due under the financing during the term of the financing.
 - g. The County is not in default in meeting any of its debt service obligations, as noted in the County's most recent audited financial statement and as confirmed for the Board at the meeting by the Finance Officer.
- 4. All other actions of County officers in conformity with the purposes and intents of this resolution are hereby approved and confirmed.
 - 5. The resolution shall take effect immediately.

Adopted this 14th day of September 2020.

Clark H. Wooten, Chairman
Sampson County Board of Commissioners

Susan J. Holder, Clerk to the Board
Sampson County Board of Commissioners

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 3 (b)

Meeting Date: September 14, 2020	<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 checked="" type="checkbox"/>	Water District Issue

SUBJECT: Water District – Authorize Submission of Funding Applications

DEPARTMENT: Sampson County Public Works

PUBLIC HEARING: No

CONTACT PERSON(S): Linwood Reynolds, Director of Public Works
Matt West, Dewberry Engineers

PURPOSE: To consider approval of submission of funding applications for Keener Well/Water Main Extension, South Eldridge/Governor Moore Water Main Extensions, and Harrells Interconnection projects

ATTACHMENTS: Project Descriptions and Resolutions

BACKGROUND:

There are three projects for which we are requesting authorization to submit applications for funding:

1. Keener Well and Water Main Extension (Project Cost: \$2,000,000) – locate, design and construct drinking water supply well close to Hobpton Elevated Storage Tank to further support regionalization and augment water supply and design and construct 8-in water main to connect to existing water mains south of proposed well
2. Water Main Extensions South Eldridge and Governor Moore Roads (Project Cost: \$987,000) – construct water mains to improve water quantity and quality in areas of failing wells
3. Harrells Interconnection (Project Cost: \$3,321,000) – interconnection between Harrells water system and County system to promote regionalization and improve ability for future water services

RECOMMENDED ACTION OR MOTION:

Adopt the enclosed resolutions authorizing the submission of funding applications, authorizing the County Manager to sign the application and fund transfer certifications and the Finance Officer to sign the financial information forms

September 1, 2020

Funding Application Descriptions

Application No. 1 – Keener Well and Water Main Extension

Project is to locate, design and construction a drinking water supply well in Sampson County close to the Hobbton Elevated Storage Tank and Northeast part of the County to further support regionalization and water supply augmentation. The County has completed some preliminary research in the Halls Township of Sampson County and thinks a good location for a new water supply well. If the well water quantity and quality are adequate, then a connection to an existing 12-inch water main along US 701 would allow increase in overall supply for the system. Treatment for Iron and Manganese is included as this area of North Carolina is prone to high levels in the ground water.

Well Budget \$1,400,000 based upon previous 40/403 well project, (includes Engineering and Construction).

Additionally, within this project would include an 8-inch water main design and construction to connect to existing water mains south of the proposed well location. The water main would be approximately 8,000 feet and would be constructed along S. McCullen Road, connecting to Keener Road and King Road. Several of the County residents along S. McCullen Rd have indicated a desire for County water due to failing private well supply, as well as the County needs this line to allow for redundancy for the King Road and Keener Road water mains that move water from their ground water wells in the eastern part of Count to the Northern portion of the County to supply Johnston County.

Budget for 8-inch water main \$600,000, (includes Engineering and Construction)

Funding application will be submitted to request grant funding, if available at the time of funding award.

Overall Project Cost = \$2,000,000 (includes Engineering and Construction)



RESOLUTION BY GOVERNING BODY OF APPLICANT

- WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of a drinking water treatment works and drinking water distribution system, and
- WHEREAS, The County of Sampson has need for and intends to construct a drinking water treatment works, and drinking water distribution system project described as the installation of a groundwater supply well, iron and manganese treatment system, and water main extensions to help distribute the additional yield across the system and supply water to the Johnston County Interconnection, and
- WHEREAS, The County of Sampson intends to request state loan and grant assistance for the project,

NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF SAMPSON:

That County of the Sampson, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and grant award.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the County of Sampson to make scheduled repayment of the loan, to withhold from the County of Sampson any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That Edwin W. Causey, County Manager, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and grant to aid in the construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 14th day of September 2020 in Sampson County, North Carolina.

Clark H. Wooten, Chairman
Sampson County Board of Commissioners

ATTEST:

Susan J. Holder, Clerk to the Board

Application No. 2 – South Eldridge and Governor Moore Road Water Main Extensions

Several County residents have requested water due to failing private wells related to both quantity and quality. There are two areas where water service benefit to cost make them preferable for construction.

A 6-inch water main within the right-of-way of Governor Moore Rd connecting to King road to the north with dead end at intersection of Auctioneer Road is desired. The water main would be approximately 6,500 feet long would server approximately 22 customers.

Budget for this area of 6-inch water main is approximately \$462,000, (includes Engineering and Construction)

A 6-inch water main within the right-of-way of South Eldridge Rd connecting with a 12-inch at Oak Grove church road and a 12-inch at US Hwy 13 is proposed. The water main would be approximately 8,500 feet long. This water main will allow for water quality looping, redundancy and to server approximately 19 customers.

Budget for this area of 6-inch water main is approximately \$525,000, (includes Engineering and Construction)

Funding application will be submitted to request grant funding, if available at the time of funding award.

Overall Project Cost = \$987,000 (includes Engineering and Construction)



RESOLUTION BY GOVERNING BODY OF APPLICANT

- WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of a drinking water distribution system, and
- WHEREAS, The County of Sampson has need for and intends to construct a drinking water distribution system project described as South Eldridge and Governor Moore Road water main extensions, and
- WHEREAS, The County of Sampson intends to request state loan and grant assistance for the project,

NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF SAMPSON:

That County of the Sampson, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and grant award.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the County of Sampson to make scheduled repayment of the loan, to withhold from the County of Sampson any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That Edwin W. Causey, County Manager, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and grant to aid in the construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 14th day of September 2020 in Sampson County, North Carolina.

Clark H. Wooten, Chairman
Sampson County Board of Commissioners

ATTEST:

Susan J. Holder, Clerk to the Board

Application No. 3 – Harrells Interconnection

The Harrells community of Sampson County has a water corporation that serves the residents of the Town of Harrells. Augmentation to the Town from the County is desirable to promote regionalization and improve Sampson County's ability to serve the entire County going forward. In order to achieve this goal, this application is to extend an existing 8-inch water main from the Union High School located at Kader Merrit Road, to the south approximately 5.6 miles (30,000 feet) along Herring Road until US Hwy 421, and construct a 4" water main along Moon Johnson Lane to provide additional residential service connections. These water mains would provide water service to approximately 43 residential customers in this area. A connection to the Town of Harrells at the US Hwy 421 can be made to supply redundant water service.

It is likely a water booster pump station and small storage tank will be needed to as well as the water main to ensure drinking water at adequate pressure.

Budget for this area of 4" water main is approximately \$115,000. The budget for this area for the 8" water main is approximately \$2,550,000 water main and the budget for the booster pump station and ground storage tank is approximately \$656,000 (includes Engineering and Construction).

Funding application will be submitted to request grant funding, if available at the time of funding award.

Overall Project Cost = \$3,321,000 (includes Engineering and Construction)



RESOLUTION BY GOVERNING BODY OF APPLICANT

- WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of a drinking water distribution system, and
- WHEREAS, The County of Sampson has need for and intends to construct a drinking water distribution system project described as Town of Harrells interconnection and water main extensions, and
- WHEREAS, The County of Sampson intends to request state loan and grant assistance for the project,

NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF SAMPSON:

That County of the Sampson, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and grant award.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the County of Sampson to make scheduled repayment of the loan, to withhold from the County of Sampson any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That Edwin W. Causey, County Manager, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and grant to aid in the construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 14th day of September 2020 in Sampson County, North Carolina.

Clark H. Wooten, Chairman
Sampson County Board of Commissioners

ATTEST:

Susan J. Holder, Clerk to the Board

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. **3 (c)**

Meeting Date: September 14, 2020	<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: Vice Chairperson Sue Lee

PURPOSE: To consider appointments to various boards and commissions

Clement Fire Department Firefighter's Relief Fund Trustee

The Clement FD is requesting the appointment of Kendall Marley as one of their Firefighter's Relief Fund Trustees, replacing Gregory Tyndall.

The Firefighters Relief Fund (FRF) was originally established in 1907 by the North Carolina Legislature to financially assist firefighters injured in the line of duty, and to ensure that no firefighter would become financially destitute through no fault of their own. The current FRF laws are contained in G.S.§ 58-84 and G.S.§ 58-85. A local five-member board of trustees is established to administer an LFRF with two seats appointed by the local fire department, two seats appointed by the local governing body, and the remaining seat appointed by the insurance commission.

Susan Holder

From: bhonrine@intrstar.net
Sent: Thursday, September 3, 2020 3:55 PM
To: Susan Holder
Cc: clementfd@intrstar.net
Subject: Clemet Fire Department Firefighter' Relief Fund Board

Please accept this as a follow-up to our conversation yesterday concerning the Clement Fire Department Firefighter's Relief Fund Board of Trustees. As you are aware the County Commissioners are responsible for appointing two of our five member Board. We would like to respectfully request that Gregory Tyndall be replaced with:

Kendall Marley
1878 McPhail Road
Salemberg, NC 28385

Thanks for your assistance and the Board's consideration of this request will be greatly appreciated.

Ray Honrine

The Firefighters Relief Fund (FRF) was originally established in 1907 by the North Carolina Legislature to financially assist firefighters injured in the line of duty, and to ensure that no firefighter would become financially destitute through no fault of their own. The current FRF laws are contained in G.S. § 58-84 and G.S. § 58-85. The FRF is funded by a portion of the Gross Premium Tax (GPT) (G.S. 105-228.5(d)(3)) on insurance policies containing fire and lightning protection, as well as certain automotive policies. Twenty percent of the GPT is dedicated to funding the FRF. The Commissioner of Insurance distributes funds to local firefighter relief funds (LFRF) and the North Carolina State Firemen's Association (NCSFA) provides program oversight. LFRF monies may be used to provide financial assistance to injured or destitute firefighters, provide short term financial assistance for spouses and dependents of firefighters killed in the line of duty, provide supplemental retirement, or other certain defined benefits. A local five member board of trustees is established to administer an LFRF with two seats appointed by the local fire department, two seats appointed by the local governing body, and the remaining seat appointed by the insurance commission. The board of trustees may appoint non-voting advisors as ex-officio members to the board, and shall appoint the fire chief as an ex-officio member if not serving as a trustee.

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 4

Meeting Date: September 14, 2020	<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 the minutes of the August 18, 2020 and August 20, 2020 meetings
- b. Adopt the Capital Project Ordinance Concerning Airport Construction (State Aid to Airports Grant – Airport Layout Plan)
- c. Approve the execution of contracts between Sampson County (DSS) and service providers: Drake Maynard/DBA DMHR Services, LLC; Sampson Area Transportation; Carolina Care & Counseling, Inc.; Vanguard Professional Staffing, Inc.; The Gardens of Roseboro; The Magnolia; and Sampson Home Health
- d. Accept and authorize execution of task order to proceed with Clinton-Sampson Airport FBO Apron Rehabilitation Project
- e. Adopt a resolution authorizing Chairman to execute Satisfaction of Security Instrument – Bobby & Barbara Webb
- f. Authorize submission of application for Evidence Based Health Promotion Funding in the amount of \$3,000
- g. Schedule a public hearing regarding the County's intent to apply for grants from the NC Department of Transportation for FY22: CTP/5311 (Administrative expenses), 5310 Elderly/Disabled (to provide transp. services), Capital (replace 2 transit vans and camera system), and a Rural Expansion Vehicle grant (replace five transit vehicles that were originally purchased with county funds)
- h. Authorize execution of Memorandum of Understanding between Sampson County and the Sampson County History Museum
- i. Adopt resolution supporting allocation of State funding for planning for Spring Lane in the Ivanhoe community

- j. Approve late applications for disabled veterans tax exclusion for Tommy E. Ammons and Robert L. Rich
- k. Approve the tax refunds and releases as submitted
- l. Approve budget amendments as submitted

RECOMMENDED ACTION OR MOTION:

Motion to approve Consent Agenda as presented

The Sampson County Board of Commissioners reconvened at 6:00 p.m. on Tuesday, August 18, 2020, in the County Auditorium, 435 Rowan Road, Clinton, North Carolina. Because the State and the County were under a State of Emergency during the COVID-19 pandemic, the meeting was broadcast via YouTube, proper notice of the virtual environment and broadcast information having been duly posted. Members present: as verified by the Clerk's roll call were: Chairman Clark Wooten, Vice Chairperson Sue Lee, and Commissioners Jerol Kivett and Thaddeus Godwin. Commissioner Harry Parker attended the meeting virtually via Zoom.

Chairman Wooten called the meeting to order and acknowledged Vice Chairperson Lee who provided details regarding the pre-recorded video, which included the invocation lead by Pastor Tim Ameen, the Pledge of Allegiance provided by Robert Smith, who recently earned the rank of Eagle Scout, and other special presentations in recognition of Mr. Smith's accomplishment.

Approval of Agenda

Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Godwin, the Board voted unanimously to approve the agenda as published.

Item 1: Public Comment

Adopt Resolution Adopting Public Comment Rules for August 18 Meeting
County Attorney Joel Starling reviewed the resolution adopting temporary public comment rules for the August 18, 2020, meeting, citing that N.C. General Statute 153A-52.1 provides boards of commissioners the authority to adopt reasonable rules governing the conduct of the monthly public comment period. He noted that the proposed temporary rules were developed to facilitate social distancing, while allowing as many public comments as possible, all while suspending the typical order of services allowing for the comments to be received as Item 1 of the agenda. He concluded by noting that there will be two forms for public comment, the first being the reading aloud of the written comments submitted to the Clerk; immediately following, members of the public who have signed up to speak during the public comment session will have the opportunity to speak in-person for two minutes per person. Upon a motion made by Commissioner Godwin and seconded by Commissioner Kivett, the Board voted unanimously to adopt the resolution establishing temporary public comment rules; accept written and oral comments pursuant to established rules.

Reading of Written Comments into Record (30-minute period allocated) Assistant County Manager Susan Holder read aloud the written comments that were properly submitted, as follows:

Dave Odum: Please, please, leave our confederate memorial alone. The First Amendment rights include freedom of speech for our historical value. What has our little memorial done to anyone? Please leave the memorial in place. Thank you.

Jeanine Cook: I hope this email finds you well. I'm sure you have heard all the arguments from both sides. Since the statue belongs to the County, several residents feel that the whole county has not been included on this issue. With over 70,000 residents, there's more voices that need to be heard. Not just 3000 signatures. To be fair, we would like to see it on the ballot in November. This has upset many people in this county. We just don't protest about it. We prefer to vote on issues that concern all of us. This is the fair and democratic way. Please consider what the rest of us want by not letting our heritage be hidden away in a museum. Most of us grew up with that statue. We passed it on the way from school, we've taken comfort and confidence that it would always be there like an old friend. I did my high school term paper on him, as did others. I don't know anybody who ever thought about slavery when we looked at it. Many of us see it as a memorial to the soldiers that died here which is exactly what it stands for and not about our ancestors owning slaves. It means a lot to many people for various reasons. Many of us who want it to stay where it is, have been called racist ignorant rednecks. Most of us have had black schoolmates and lifetime friends so now we're offended and hurt too. I'm afraid this has caused division where there once was none. Thank you for your time and consideration.

Kim Collier: I just wanted to let you know that I am against the removal of the confederate statue at the Courthouse.

Vicky Strickland: I am so disappointed in the decision to remove the statue from downtown. I would be willing to bet you that we would not be even talking about this if it were not for the BLM movement! That statue is a part of our history and should remain where it is. Personally, I don't want my taxes to be used for the removal of a that statue. Instead of worrying about that statue we all should be getting together around the courthouse to pray for our county and nation! Please consider asking the people by voting at the polls in November instead of making this decision on your own. Thanks for listening.

Gary Fryar: Leave the statue alone we have already given into them enough. It's been there over one hundred years. If my commissioner gives in, he has lost vote and I will tell everyone I know so he will be voted out of office.

Michael White: I have written to you before about the confederate monument at the Courthouse in Clinton. The city council adopted a resolution to remove the monument. That is breaking the law. I encourage you and other commissioners not to let this happen. I have also written to the Sheriff, Jimmy Thornton, of Sampson County to uphold the law of this state. I also ask of you sir, and the commissioners, to uphold the law of the state. That monument is to veterans of this state and Sampson County, and is protected by law. You will be in neglect of duty of office, sir, if you or any of the commissioners try to remove it. And Sheriff Jimmy Thornton also would also be in neglect of duty. If he would let you do anything to it. I only ask sir that you uphold the law of the land that other commissioners also uphold. We have to go by the law. Everyone should. So I ask of you sir, read my last letter, uphold the law, and leave the monument alone. Thank you again for your time and I pray that this letter finds you and your family in great health. And please respond back.

Wilson Spencer: Thank you for your service in this very difficult time in our country's history. I am very glad we have citizens who are willing to serve. In regard to the above-mentioned subject. I suggest that you require those who want this removal and all that support this removal to survey all of Sampson County and identify any and all of the monuments, memorials, plaques, signs, tombstone's etc. that could be offensive in the future. After which you can address the entire issue once.

Michael White: I have written to you before about the confederate monument at the courthouse in Clinton. On the night between 11 July and 12 July, the monument was pulled halfway down by a group of people who broke the law. I have said it to all the commissioners before, that we a republic. A land of law. The symbol is the courthouse in Clinton. I urge the commissioners to put back the monument to the dead of the confederate soldiers on the pedestal that remains on the Courthouse property. I say again we are a republic, a land of law, where we are equal in the eyes of the law. That goes for the living and dead. But I ask you all today are you going to stand for the law of North Carolina or are you going to fail now and give in to the lawlessness that happens. We are the people that make up this community. We are friends, family, neighbors. When it comes to things like this we may have different view-points, but we live together, work together as a community, and as a community we have to condemn this action of vandalism that is happening in our community and to this monument to Sampson County's dead. I said in my last letter that we are a republic, a land of law. We should not reward for bad behavior and against the law, actions which have been done. I give the commissioners a sample of what I mean. Enclosed is a copy of rewarding bad behavior and punishing the good for the small, bad group. Without saying any names, even if it is public knowledge. I do have the right of saying the husband's and wife's names but they got charged with a hate crime for taking pride in their community, and the law, and painted over graffiti on a state maintained highway (references exhibits). It is people being rewarded for breaking the law and bad behavior. We as a community cannot let our

country become like the rest of the state with lawlessness in the streets and taking down anything that we may not agree with to please only a small group of troublemakers in our community. I ask the commissioners to put back the monument of Sampson County confederate dead upon his pedestal because it is the right thing to do. And when it gets to the law and the proper way of going about it with a healthy debate on the subject. Just because it's down now don't mean it should stay down, totally opposite because that's what these individuals wanted and as a community we should say no to that and it's going back up because we are going to talk about it the right way, not your way. I conclude with this, it was never about our monument to our confederate dead but only to divide us as a community, as a county. If it was only about the monument then why in the (second copy enclosed) you will see our nation flag ripped off of the courthouse flagpole in Clinton, that symbolizes our faith, family, love for our country, and that symbolizes our Republic as a nation in front of the symbol of the community that represents law and order in our community, the courthouse. So Commissioners the question is not should it go back up, but when can we get it back up to show that we are a community of all and we stand for the law and that we are acceptable to everyone and that we honor them who give up their lives, give up on being a dad, give up being a husband. We are a land of law. For us who are living and the same for the dead, for we have laws to protect them and their memory and sacrifice to our community and state. I want to thank you all from the bottom of my heart for your time and patience. I truly thank you.

Stephen Hulen: To the Sampson County Commissioners. With the recent vandalism of the Sampson County Memorial on Sunday morning, July 9, 2020, I feel it necessary to resend this email to make sure that my address is on the bottom so that it will be read into the meeting for August 2020. Let me remind you that the bronze statue that was pulled off of the top of the Confederate Memorial remains the responsibility of Sampson County to have repaired and replaced within 90 days from which it was vandalized. It has come to our attention that you are considering the removal of the monument in your municipality/Sampson County honoring Sampsoinans who fought and died for this county, state and for the Confederate States of America during the American War Between the States. After consulting with legal counsel, we wish to remind you that under North Carolina law, specifically, under Chapter 100 of the North Carolina General Statutes, related to "Monuments, Memorials and Parks[.]" which is commonly referred to as the Heritage Protection Act or the "HPA," it is unlawful to remove Confederate monuments (or any object which includes monuments) from public spaces. In short, a local government must follow the requirements of this law and keep the Confederate monuments currently where they are, with very limited exceptions. As you are aware, on July 23, 2015, the General Assembly, with overwhelming bi-partisan support and with almost no objection, enacted the Cultural History Artifact Management and Patriotism Act of 2015. (See 2015 North Carolina

Laws S.L. 2015-170 (S.B. 22)). As is relevant here, the substantive provision of the Act is codified as N.C. Gen. Stat. § 100-2.1, and places clear restrictions on the removal and relocation of statues and memorials located on public lands. In its entirety, the Statute provides as follows: (a) Approval Required. – Except as otherwise provided in subsection (b) of this section, a monument, memorial, or work of art owned by the State may not be removed, relocated, or altered in any way without the approval of the North Carolina Historical Commission. (b) Limitations on Removal. – An object of remembrance located on public property may not be permanently removed and may only be relocated, whether temporarily or permanently, under the circumstances listed in this subsection and subject to the limitations in this subsection. An object of remembrance that is temporarily relocated shall be returned to its original location within 90 days of completion of the project that required its temporary removal. An object of remembrance that is permanently relocated shall be relocated to a site of similar prominence, honor, visibility, availability, and access that are within the boundaries of the jurisdiction from which it was relocated. An object of remembrance may not be relocated to a museum, cemetery, or mausoleum unless it was originally placed at such a location. As used in this section, the term “object of remembrance” means a monument, memorial, plaque, statue, marker, or display of a permanent character that commemorates an event, a person, or military service that is part of North Carolina’s history. The circumstances under which an object of remembrance may be relocated are either of the following: (1) When appropriate measures are required by the State or a political subdivision of the State to preserve the object. (2) When necessary for construction, renovation, or reconfiguration of buildings, open spaces, parking, or transportation projects. (2) (c) Exceptions. – This law does not apply to the following: (1) Highway markers set up by the Board of Transportation in cooperation with the Department of Environmental Quality and the Department of Natural and Cultural Resources as provided by Chapter 197 of the Public Laws of 1935. (2) An object of remembrance owned by a private party that is located on public property and that is the subject of a legal agreement between the private party and the State or a political subdivision of the State governing the removal or relocation of the object. (3) An object of remembrance for which a building inspector or similar official has determined poses a threat to public safety because of an unsafe or dangerous condition. As set forth above, the HPA establishes grounds for removal and relocation of monuments that are exceedingly narrow. See the University of North Carolina Law Review note by Kasi E. Wahlers; *North Carolina’s Heritage Protection Act: Cementing Confederate Monuments in North Carolina’s Landscape*, 94 N.C. L. Rev. at 2176, p. 2185 (2016), which states “...the [HPA] effectively prohibits any object of remembrance from being permanently removed, and it only permits relocation in two narrow circumstances;” The author also notes “[w]hen considering the way the statute operates as opposed to how it appears on its face, the North Carolina HPA is functionally a complete prohibition of monument removal.” *Id.* at 2188-89. Pursuant to the HPA, the only circumstances under law which permit the temporary removal of an object of

remembrance (e.g. monuments) as outlined above, are set forth under subsections (b)(1) and (b)(2). From the plain and unambiguous statutory language set forth therein, there appears no viable argument related to any action regarding the removal of the monument located within your jurisdiction, as your locality is a subdivision of the State of North Carolina. Moreover, relocation is intended to be temporary to preserve and protect monuments during construction and other related activities. However, among the three listed exceptions set forth under the law, subsection (c)(3), does permit removal of a monument (e.g. object of remembrance) only when “...[the] object of remembrance for which *a building inspector or similar official has determined poses a threat to public safety because of an unsafe or dangerous condition.*” (Emphasis added to original). It is this exception which is now used as a rationale for removing monuments due to violent protests and criminal activity. But unlike the analysis with respect to subsection (b) requiring preservation, subsection (c)(3)’s reference to “public safety” and “dangerous condition” are doubtful rationale in relation to violent protests and the like. Unfortunately, this argument was employed by Governor Cooper this past Saturday, as a pretense to remove the Confederate Monuments on the Capitol Square in Raleigh. We understand that a number of communities around the State may be inspired to act in the same manner. Nevertheless, the clear language of subsection (c)(3) specifically limits removal due to the physical condition (e.g., weakness, decay, etc.) of a monument, which has been verified by a building inspector or other official inspector. This does not permit an exception to the law based on exterior threats by violent protesters, rioters or vandals. This clear legal interpretation was confirmed in a judgment entered by the North Carolina Historical Commission, the body with exclusive jurisdiction under the HPA or “Monuments Law” related to temporary or permanent removal of monuments owned by the state or political subdivision of the state, at a formal commission meeting held on August 22, 2018. At that meeting it examined a proposal from Governor Cooper incorporating that incorrect interpretation to relocate the three Confederate monuments from the State Capitol grounds. Interestingly, the vote supporting the correct interpretation of the HPA, and against Governor Cooper, was a 9 to 2 decision, which included support from members of the Commission appointed by the governor. And the monuments remained in place legally until the Monuments Law was violated by Governor Cooper’s order. We sincerely stress that actions taken in derogation of the law because of violent mobs, rioters, protestors or vandals cannot be supported. In this case, the law clearly supports the monuments remaining in place. Please understand we wish to work with localities within the state, but we do ask that they abide by the controlling principle in our republic, that if laws passed by a state legislature are ignored, then the mob controls thereby making ineffectual the rule of law. Accordingly, it is up to you to ensure law enforcement protects the monuments located within your jurisdiction as required under N.C. Gen. Stat. § 100-2.1

Further, the State and its political subdivisions have an obligation to hold all of those who act in a lawless manner, whether in direct violation of the HPA or other state laws – accountable. As we are a nation of laws, there is a prohibition against rewarding those who willingly break such laws by failing to enforce the very laws they violate. If local governments wish to move these statues, they need to either present their case before the North Carolina Historical Commission or work to have the law changed. We respectfully ask you not to ignore the law or cynically attempt to say the law allows action that it clearly does not.

Donald Herndon: My name is Donald Herndon. My address is 5061 Cornwallis Road, Turkey, NC 28393. Because of the Chinese virus pandemic the Sampson County Board of Commissioners is holding a 'virtual' monthly meeting rather than their regular publicly attended meeting. Public comments must submitted prior to the 'virtual' meeting and are read into the record at the end of that meeting. The following are comments I am requesting be read into the record at the end of the August 3, 2020 meeting: Whereas, there have been several protests at the Sampson County Courthouse during late June into mid-to-late July, thus far, and where an elected official of Clinton City Council knowingly and publicly, falsely stated, multiple times, with NO evidence, documentation, facts or substantiation, *"...to those entering the courthouse, as people of color, have no rights and neither will you find justice"*; and Whereas, no elected officials on Board of Commissioners have publicly pushed back on and emphatically denied this false allegation, leaving people in the Community-at-Large to wonder, is it true; and Whereas, some of these protesters support the Black Lives Matter movement who have, as one of their primary goals, is to, Defund the Police; and Whereas, these protests have incited and lead to the graffiti, vandalism, and destruction of County property in the City Square of the City of Clinton; and Whereas, similar protests have incited rioting, looting, violent assaults, and/or shootings of innocent civilians in many cities, which continues to spread, across our Nation, including cities in our own State such as Gastonia, Raleigh, Charlotte, Fayetteville; among others; by Antifa, Black Lives Matter and other anarchists movements; and Whereas, the basic rights to life, liberty, and pursuit of happiness are under siege; and Whereas, elected officials First Duty is to provide Safety, Security, and Protection of People and their Property and to assure and re-assure the Community-at-Large, that they recognize and will fulfill this solemn duty; especially in times of ongoing rioting, looting, violent assaults, and/or shootings in cities around our State and/or Nation; and Whereas, these kinds of lawless actions should not be allowed to occur in Sampson County; and Whereas, the Sampson County Sheriff's Department and Criminal Justice System has, in the past and continues each and every day to provide fair and impartial treatment and equal justice to ALL people regardless of race, color or creed; and Whereas, Sampson County Commissioners have *not* publicly assured or re-assured the Community-at-Large they will provide adequate funding for Safety, Security, and Protection of People and their Property, and, have *not* publicly pronounced support for the Sampson County Sheriff's Department and Criminal Justice System; and Whereas, Sampson County Commissioners have *not*

publicly denounced & rejected false comments such as *"...to those entering the courthouse, as people of color, have no rights and neither will you find justice"* and have not publicly denounced & rejected any calls for defunding, or re-directing funding of the Sampson County Sheriff's Department and the Criminal Justice System; Now therefore; Be It Resolved, I am requesting the Board of Commissioners of Sampson County North Carolina adopt and pass the attached Resolution titled: A RESOLUTION RECOGNIZING AND SUPPORTING THE SAMPSON COUNTY SHERIFF'S DEPARTMENT AND THE COUNTY CRIMINAL JUSTICE SYSTEM.

Justin Lucas: I was outraged to see that individuals decided to take matters into their own hands regarding the confederate statue, in front of the Sampson County Courthouse. Evidenced by the vandalism being done in the cloak of night, the criminal(s) who decided to commit this act showed that they are true cowards. Despite this, I believe that the Sampson County Board of Commissioners should vote to permanently remove the statue, if state law allows. The appropriate place for a statue of this nature, in the year 2020, is in a museum. Separately, all leaders, local, state, or federal, need to be mindful that their rhetoric has an effect on the people they serve. We do listen! Thank you.

Margaret Norton: Upon reading the article in newspaper I see there will be a hearing Monday night concerning the Confederate monument. I urge our county leaders to make a stand to support our county. Our grandparents, uncles, dads, fought in that war. Many died defending our community. Young boys, men young and old, died. Some were drafted with no chance of saying no. It was a long and brutal war, fought locally, and across the miles. These men and their families deserve this monument to be in full view for all to see what was done for this generation. Do not hide it behind closed doors or in a museum as though we are ashamed of our forefathers. They fought for all peoples. Not white, not black, not Indian, but every single one who was living in that time. We need leaders that will serve for all the city, all the county, not just portions. We do not need leaders who give into diversity just to appease. Our county did not ask for that war, but our men and boys fought it with pride and integrity, and many gave all they could. Look at battles all the way from Georgia, through Fayetteville, Sampson County, all through Newton Grove, Four Oaks. A lot of people died at the hands of the Union army and much property was destroyed. The monument is a reminder to families of the dead, as to what they did to preserve our communities. We have never thought about it being a monument for bondage, but a monument of freedom. Freedom from the North trying to enslave and rule the South. I urge all to read your history, then make your decision. Please leave the monument at Courthouse so those coming behind us, will remember the freedom we have was not free. Not whites, blacks, Indians, Mexican, Hispanic, Asian, but all peoples living here in our communities and county have received their freedom to be free to have a business, walk around, have a job, feel safe...because these Confederate men sacrificed their time, energy and lives to keep US free.

Alexander Tatum: My name is Alexander Scott Tatum and I am a native of Harrells. My people have lived in the southern part of the county for more than 200 years and have done so as peaceful, upholding members of the community. Some Black, some Indian, and some White. Some labored in the fields to produce the bountiful agricultural harvest year after year, some taught and still teach, some served as law enforcement. Over the years, history will have it that my family have fought in every American War, including the American Revolution, to date. While Sampson County is truly a jewel of our state and nation with its history and all of the amazing people that it's produced there are atonements that need to occur for us to move forward. We find ourselves here to discuss a statue that was commemorate the very people who committed treason for the right to use my people as free labor to line their coffers. To hold sell kill hurt over work and tear apart my people for money and power. They fought and lost that war. And furthermore, these statues were put up for the sole reason of making sure the Southern slave owners and Confederate soldier's grandchild didn't look down on them for enslaving blacks but rather revered them for 'fight for their rights'. This statue was placed here as a part of a meticulous and very public social program of disinformation by the Daughters and Sons of the Confederacy and other groups. As a kid, I'd ride by that statue and I can remember finding out what it was there for. Even to this day, I cringe when I ride past. The years of overt racism, institutional racism, intimidation and fear used against Blacks and people of color here is in fact disgusting. Let's take this time to heal and do what is right. Move the statue to the Confederate cemetery or to a museum where it belongs. Teach your sons and daughters the truth. Treat people right. Be and do what is right. I implore the entire board to take this time and be on the right side of history. Your children are watching. Your grandchildren are watching. We are all watching. Let's get this done so we can move forward to more of the systemic issues of poverty, food access, education, our seniors, and more that we see our communities.

Carla Peterson: I did not witness the Civil War first-hand; nor did any of you. I rely upon annals of history, documentaries, biographies, folklore, and other information to unveil what happened preceding, during, and after the War. Based on what I have read and what I know today, I think most of us will agree that there were two issues at the center of the conflict: slavery and states' rights. If a person makes an exhaustive study of both of these issues, it will not explain what happened during the Civil War. The Civil War was the bloodiest and deadliest war we've ever fought. The South, in particular, was devastated by the war. The number of men...some very young...who died was staggering, especially for a sparsely populated region. The death toll for the South was, and continues to be, a lesson to not ever be forgotten. Many of these young men died in hand-to-hand combat. They died in a combat characterized by fighting with bayonets and dismembering with swords. And, again, many were very young. As a mother of two sons, I ask myself: what would trigger so much emotion and passion that I would send my sons into this kind of combat? I have thought long and hard about this question. A memoir and biography of an officer of the Confederate Army has helped me to find the answer to that question.

This man was a Virginian. He was opposed to slavery and secession, like many others in Virginia. Virginia, as was North Carolina, was one of the last four states to secede. These states did not secede until after the Battle of Fort Sumter. This Virginian made publicly known his distaste for secession and slavery. So why did he align himself with the South when it was all said and done? According to a contemporary and editor of a local paper, his thoughts on secession were: "Do you know what secession means? It means bloody war, followed by feuds between the border States, which a century may not see the end of." In the same conversation, this Virginian told the editor he would fight for the Union Army. [The Memoirs of Colonel John S. Mosby] This Virginian was John Mosby, a small frail man who would come to be known as "The Grey Ghost." He would rise to the rank of Colonel and earn a reputation that traveled even as far as Europe. When the editor ran into him after the conversation referenced above, he reminded Mosby of what he had said about fighting for the Union. Mosby's response was: 'No more of that,' said he, with a twinkle of the eye. 'When I talked that way, Virginia had not passed the ordinance of secession. She is out of the Union now. Virginia is my mother, God bless her! I can't fight against my mother, can I?' Therein lies the answer to my question. For a good number of people, an allegiance to a particular region, group of people, way of life, a culture, or a set of principles is so powerful that it helps to define who they are, even if they can discern flaws or inconsistencies with other beliefs. The Confederate monuments represent an allegiance so strong, so powerful that mothers would send their sons into gruesome combat. The Confederate monuments are a reminder of the price Southerners were willing to pay. They are a reminder to us all of the price we may have to pay in future combat. For all those families in the South who lost so much and for us all now living and unborn, I am in favor of re-installing the monuments at the Courthouse, a place of prominence and respect in our small community. We should have reminders of the cost of war in all small communities. In my opinion, these monuments are very well suited for the South, given the extent of our losses in the Civil War. I also believe they are befitting our county's and region's passion for history and culture.

Dwight Williams: Dear County Commissioners and Citizens of Sampson County, please put our county's historical statue back on its original pedestal in front of the County Courthouse. I would also ask that it be returned in the condition it now exists, with its bumps, bruises, bends, scrapes, scratches and all. For you see, these too are now part of its history. These too cannot be erased or repaired to the exclusion of history, or memory. It is now a part of us, Sampson County. I remember from a movie in the 1950's titled "THE TEN COMMANDMENTS" a quotation, "So let it be written, so let it be done". This being the definitive statement from the Pharaoh after proclaiming that every representation of the name and likeness of Moses be stricken from all of the history of the Egyptian people, forever, as though Moses never existed. We all know the story. Moses was born the son of a Hebrew slave.

The time allotment of 30 minutes expired. All written comments that were received by the Clerk were provided to the Board and are maintained in the County's records.

Presentation of Oral Comments The Chairman opened the floor for public comments and after a thorough explanation of the rules of the public comment period, the following comments were received:

Lee Byam: Good evening Commissioner Wooten, Commissioner Godwin, Commissioner Lee, and Commissioner Kivett. Good evening. My name is Lee Byam. (Chairman Wooten advised Ms. Byam that Commissioner Parker was attending the meeting virtually.) Commissioner Parker, I am so sorry you are not here in person with us, but good evening. My name is Lee Byam and I am the President of the local branch of the National Association for the Advancement of Colored People. It is our mission to ensure the political, social, and economic equality rights of all people, and to eliminate racial hatred and racial discrimination. In 2017 we wrote a letter requesting the relocation of the confederate statue which is located in front of the Sampson County Courthouse. Recently the statue was removed. We stand by our original request to relocate. Do the right thing, remove the base and relocate the statue. Advance justice. Beautify the area with something that represents peace and justice for all people, and for future generations and citizens of Sampson County. Do the right thing. Don't table this issue another three years. Our hearts are heavy with the burdens of injustice from around the county and around the country. Do the right thing, relocate the statue. Recently in 2020 we awarded 10 students in Sampson County scholarships to continue their education. We would be extremely disappointed for future generations and leaders in Sampson County to be burdened with the reminder of an unresolved issue of an unjust problem. (The two-minute time allotment expired) Do the right thing. Remove the statue. Thank you.

Larry Sutton: Good evening and thanks for allowing this time for us to speak. My name is Larry Sutton and tonight I am speaking on the statue issue. Let's make no mistake about it, the cause of confederacy was to succeed from the Union, preserve slavery, and to destroy the United States, our government. It was on the 50th anniversary of our state succeeding from the Union on May 10, 1911, that our then County Commissioners voting 2-1 in support of the Confederate Daughter's proposal; they had asked to have a statue placed in downtown Clinton. The vote was 2-1. And on May 10, 1916 the courthouse grounds received the statue as a tribute to the county's soldiers who had fought to preserve slavery and destroy the U.S. government, in a cause "though lost, still just, and died for me and you." Now those words are the inscription on the base of the statue that's glorifying the lost cause. This statue for the last 104 years has remained on the grounds at the hall of justice in downtown Clinton. As a symbol of racism, white supremacy, hatred and division. I know there are people who argue. (The two-minute time allotment expired) Thank you for your time. That was a very quick two minutes.

Darue Bryant: My name is Darue Bryant, here to address the issue considering the statue. There's a scripture that comes to mind; "To whom much is given, much is required." You've been elected as officials to make tough decisions and tough calls. We're in a situation right now where a decision has to be made. Some decisions are based on moral obligations, others it's just a straight-out responsibility. So right now with this situation with the statue it's two choices here: there's one choice where you have the community – a portion of the community – that says we want to see justice, we want to see change, we want to see reformation. In order to start that process they're requesting that the statue be moved. There are others that see it on the opposite end of the spectrum. They want to see the statue remain because they feel like its heritage. That confederate past. So there's a choice that has to be made. But one thing I understand about the confederate past. It's very damaging when I think about it. Because of the fact that there are men who were slaves, black men, men of color who were slaves. Their women were raped, their children were taken from them and sold. They were given no respect at all. So whenever I see a monument, a statue that represents that past. That is the constant reminder. So for someone to make a decision to say let's keep that statue. Then really, they don't have the right intentions for community. You have a choice today to make a change and think about the community. It should not be a political decision, nor should it be a decision based on whatever your base or your constituents are saying should be done but you should make a decision today (Mr. Bryant's time expired and he was notified by the Clerk). So with that, coming to a close, we know what that belief is. If you are standing on the principles and right belief, make the right choice. Let's not make a choice that says we believe in that confederate past, we believe in bigotry, we believe in racism, and we believe in. (The two-minute time allotment expired)

Marcus Becton: Good evening Commissioners. We thank you so much for giving us this opportunity to be here on this afternoon. My name is Reverend Marcus Becton and I am Mayor Pro-Tem for the City of Clinton and it is an honor to be here this afternoon under these circumstances. I am also Senior Pastor of Way of the Cross Church Ministries of Turkey, North Carolina, right here in the county. I understand your position, being a city councilman, being appointed since 1996, I have served on the city council, I understand that when there are important issues that need to be addressed, so we certainly thank you again for allowing us to be here. Real quickly, I have been a proponent of having this statue removed and after other events that have taken place that have caused it be removed, it is my intent to just kindly ask of you guys that the remaining portion of that statue – the base part – be removed as well. I think that you removed it for safety purposes and I feel that we have been fortunate enough not to be Fayetteville, not to be Raleigh, not to be Wilmington, or Raleigh-Durham, or any of those areas that have experienced the stuff that they have experienced. I think that Sampson County is better than and Clinton as well. So, I believe that for that same reason for safety purposes, and for the betterment and for

the healing of all of us, I think it is real important that that be removed and placed in a more feasible place, such as a museum, or as some have said, such as the cemetery. But I just implore you guys on this evening that you would consider that. I have talked to business owners from downtown and I have talked to people who have sent letters, who have even expressed, I think a couple have made phone calls to some of you guys pertaining to their support of wanting to have that down. (The two-minute time allotment expired) And I think that is the end of my time. Thank you all so much for allowing us that. We appreciate it.

Luther Moore: Good evening. I am Luther Moore, a retired high school guidance counselor and the first Vice President of the Sampson County Branch of the NAACP. I remember growing up in Clinton in the fifties and sixties when there were separate water fountains and bathrooms for blacks and whites. I remember vividly the white only signs on the bathroom doors of the courthouse. These were visible signs of discrimination and a knee of the neck of African Americans. I've witnessed time and again that people of color experience discrimination. I am glad to say that little by little overt signs of discrimination have diminished. However, there exists one symbols in downtown Clinton that opens old wounds. Every time that I enter or pass by the south side of the courthouse stories of cruel and inhumane treatment of my ancestors during slavery time are fresh in my mind. The statue of a confederate soldier and the pedestal it sits on are the culprits of such anguish on my heart and in my mind. Most of you in this room probably don't know the wording that's inscribed on the pedestal that sits below the statue. For your information, here it is. "In honor of the confederate soldiers of Sampson County, who bore the flag of a nation's trust, and failed in a cause, though lost, still just. And died for me and you." Let's be honest, the confederate soldiers did not die for people of color. They certainly didn't die for my ancestors who were slaves (The two-minute time allotment expired). Therefore, the confederate statue that is stored someplace now should be stored in the Sampson County History Museum, not returned to the courthouse. We recognize that this is historical so let's put the statue in a historical setting. Thank you for your time and let's do the right thing.

Steve Lamb: Good evening county commissioners and the people. I'd like to say my part. I live in Sampson County. My family came from Sampson County. During the time we were raised in schools and all, we were taught what we were supposed to do by the history and all and this is part of our history of keeping things together. Not only that, if everybody will look after their own stuff. Everybody will look after their own things. We're supposed to, by the bible, not to do stuff to damage anybody or anybody, or any person. And I'm here to represent Clinton, the people of Sampson County too, that we would like to see the statue back where it was. Thank you.

Betty Hart: I didn't expect to be able to speak and so my thoughts are not well organized. But I did want to talk about how the Clinton monument is misrepresented

in the press as most monuments are. It was initiated in 1909 by the Ashford-Sillers Chapter of the United Daughters of the Confederacy. I read the minutes of the meetings concerning its development and we continued work on it. There aren't any signs of racism or white supremacy or anything negative. It was only meant to be a monument to the confederate soldiers, many of whom did not come home and whose graves were unknown. So most confederate monuments are gravestones. There were 22 services men from Sampson County listed in the paper. Their names were Strickland, Allen, Weeks, Daughtry, King, Grissom, Carroll, House, Pope, Smith. And I have always wondered why a group of widows would be interested in supporting a group of widows and orphans would be interested in supporting white supremacy or saying anything about it. White supremacy has never been very good to me, so I would not think that a bunch of women would be interested in that. So it's really a substitute gravestone. It should be respected. We should not only love the ancestors through politics. The lost cause was independence for the South and I'm surprised that people who object to the monuments can appreciate that desire for freedom. People in Seattle and Portland are wanting to be free of the federal government and that's what the South wanted to do. So it really is, the lost cause is independence (The two-minute time allotment expired).

Johnnie McGee: I was raised here in Sampson County. My father was raised here. And I've spent 35 plus years as a volunteer firefighter and EMT, and 23 years with the National Guard and Army Reserve, with an 11 month tour to Iraq. My reason for being here is, the history that I love from growing up. I've had a great, great, great grandfather that fought for the North in the Civil War and one that fought for the South. And his name was Andrew Jackson McGee. We have a picture of his headstone and he lived right where some of my uncles used to live at in Turkey. It's kind of grown up now and I've been trying to keep it up. I've been an active member of the Southern Confederate Veterans when it was here in Clinton. Mr. Claude Hunter Moore, history professor, I went to school with his children and would periodically go around with him. Going to historic places. I always admired the statue that was there for the Confederate Veterans. But recently I see that the Confederacy has come under attack and I can probably understand where African Americans are coming from because I will be 66 in two months. I know where these people have come from and it's bad. I'm glad that they have gotten to where they are at now. Everybody. Because there is only one race and that's the human race. Pulling rescue calls, fire calls (The two-minute time allotment expired). Is that one minute? I apologize. President Abraham Lincoln made his historic speech on the Gettysburg Address (Mr. McGee was reminded that his time had expired). I would like to see everything come to peace because life is too short to have to have all the troubles and problems this country has right now.

Marty McGee: My name is Marty McGee and I was just up here to voice my opinion on all this mess that's going on. I don't believe in all of it. Look like there would be a

better way that we could take care of this stuff. Everybody get along. I know there's processes that you got to go through with the law to take down statues and do all this kind of stuff. They ought to have somebody on video tearing these statues down because if you erase history you're never going to learn about history. And that's for everybody and I don't think it's right. And my girlfriend, her father was a big historian, Claude Moore, and he donated all his museum and everything to the Sampson County Museum up here. And she's on the Board of Directors and everything for the museum and over the statue and all that stuff. They had promised to take it down as soon as they could and then somebody still tears it down. And I know there had to be video of somebody doing it and somebody needs to be prosecuted for doing it. Because if people keep doing this stuff and letting them get by with it, they just going to keep doing it. No matter who it is. It doesn't matter who it is. They need to be taken care of. Just like kids you know, if you let kids do stuff and get away with it they going to keep right on doing it. It doesn't matter who it is but somebody needs to be held accountable for it. That's all I've got to say.

There were no remaining members of the public present to make public comments. This concluded the public comment portion of the meeting.

Recess to Reconvene

Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Godwin, the Board voted unanimously to recess to reconvene on August 20, 2020, at 6:00 p.m. (Such votes confirmed by Clerk's roll call.) The meeting will be conducted virtually, via Zoom and broadcast on the County's YouTube page.

Clark H. Wooten, Chairman

Susan J. Holder, Clerk to the Board

The Sampson County Board of Commissioners reconvened their regular meeting at 6:00 p.m. on Thursday, August 20, 2020. Because the State and the County were under a State of Emergency during the COVID-19 pandemic, the Board met virtually via Zoom, and the meeting was broadcast via the County's YouTube page, proper notice of the virtual environment and broadcast information having been duly posted. Members present via virtual means, as verified by the Clerk's roll call were: Chairman Clark Wooten, Vice Chairperson Sue Lee, and Commissioners Jerol Kivett, Harry Parker and Thaddeus Godwin.

Chairman Wooten called the meeting to order and acknowledged Vice Chairperson Lee who then called upon Commissioner Kivett for the invocation. Vice Chairperson Lee then led the Pledge.

Item 2: Action Items

Discussion of Confederate Monument Situated Upon Courthouse Grounds
Chairman Wooten recognized County Attorney Joel Starling who provided a legal opinion with regard to relocation of the monument. He recalled for the Board that on July 12th, a person (or persons) pulled down the Confederate soldier monument located on the south grounds of the Sampson County Courthouse. At the time that this occurred, County staff had been carefully reviewing General Statutes and applicable law as it pertains to Confederate monuments in the State of North Carolina and decisions of other local governments, along with researching the history of the monument from as far back as 1907. Mr. Starling addressed assertions made in some of the comments received. With regard to the assertion that the County cannot remove the monument without approval from the NC Historical Commission, he disagreed, noting that within GS 100-2.1 the subsection refers to monuments owned by the State. He referenced the widely circulated photographs which reflected the precarious dangling position the statue was left in, noting that Public Works had advised that it posed a threat to public safety because of the unsafe/dangerous condition with respect to the physical object. This is one of the exceptions to the law. With regard to the assertion that the County had an obligation to restore the monument within a 90-day window, he disagreed, noting that one could not find the issue an exception to a law then apply the fact to that issue. For those reasons, he advised that the removal of the statue pursuant to the statute had occurred and the Board is not legally obligated to restore the monument at this time.

Commissioner Kivett stated that considering that the Clinton City Council voted unanimously for the County to move the statue, he moved that the statue previously located on top of the Confederate Soldiers Monument, which was

removed after County officials determined that it posed a threat to public safety because the life-sized bronze statue was hanging from its base and likely to cause injury to persons or property, be relocated to the Sampson County History Museum and that its accompanying base, which continues to pose a threat to public safety, be placed in storage, with the contents of any time capsule that may be located in the base being relocated to the Sampson County History Museum. The motion was seconded to by Commissioner Godwin. Finance Officer David Clack requested clarification on the motion, noting that there were anticipated costs of moving the base and staff would request that the Board appropriate funds from Contingency, estimated at approximately \$40,000. Commissioner Kivett agreed to amend his motion to that effect and encouraged staff to seek assistance from the City of Clinton in sharing the costs. Commissioner Godwin agreed to amend his second accordingly. The Board then voted unanimously to approve the motion, as amended. (Such votes confirmed by Clerk's roll call.)

Distribution of Second Round of CARES Act Funding Allocation Finance Officer David Clack reviewed a proposed distribution plan for the additional CARES Act funding, which included additional funding for municipalities. Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Godwin, the Board voted unanimously to approve the funding distribution plan and the recommended budget amendment as follows (such votes confirmed by Clerk's roll call):

<u>EXPENDITURE</u>		CARES Act		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
20558311	512100	Salaries	170,0000.	
20558311	518100	FICA	10,540.00	
20558311	518120	Medicare FICA	2,465.00	
20558311	518200	Retirement	33,219.00	
20558311	518901	401K County	8,500.00	
20558311	526200	Department Supplies	90,931.00	
20558311	526201	Dept. Supplies Equipment	25,000.00	
20558311	544000	Contract Services	75,000.00	
20558311	518100	Transfer to other agencies	817,351.00	
<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
20035831	402600	CARES Act Grant	1,233,006.00	

Recognition of Employees Participating in COVID Testing Events County Manager Ed Causey applauded Commissioner Parker who had requested that the employees involved in COVID response be recognized. Acknowledging the challenge of knowing how long the crisis will last, how many employees will be ultimately involved and how to appropriately recognize all of them, the recognition of those

involved in on-site testing events was a good start. He recommended payment of \$200 to each employee for each Saturday worked (a total cost of \$21,200). Upon a motion made by Commissioner Parker and seconded by Commissioner Godwin, the Board voted unanimously to approve the monetary recognition as recommended. (Such votes confirmed by Clerk's roll call.)

Request for Adoption of Resolution Declaring Sampson County a Second Amendment Sanctuary Upon a motion made by Chairman Wooten and seconded by Vice Chairperson Kivett, the Board voted unanimously to table the matter. (Such votes confirmed by Clerk's roll call.)

Item 3: Action Items – Water District

Acceptance of Offer of Loan Assistance from NC Drinking Water State Revolving Fund (DWSRF) for Sampson/Johnston Interconnection: Easy Street (Phase I) Public Works Director Lin Reynolds explained that the County had been approved for loan assistance from the NC Drinking Water State Revolving Fund (DWSRF) in the amount of \$465,000 for the Sampson/Johnston Interconnect at Easy Street (Phase I) at a 1.13% interest rate. Upon a motion made by Commissioner Godwin and seconded by Commissioner Parker, the Board voted unanimously to adopt a resolution accepting the loan offer and making the applicable assurances contained therein. (Such votes confirmed by Clerk's roll call.)

Notice of Intent to Fund – Sampson/Johnston Interconnection Phase II (acknowledgement of loan amount and interest rate) Mr. Reynolds also reported that the County also received a Letter of Intent to Fund the Sampson/Johnston Interconnect Phase II with \$3,148,000 in loan funds at a maximum interest rate of 1.18%. The Board has previously authorized the funding application; this was presented for the Board's confirmation that they are willing to proceed now that the funding offer has been made and authorize the County Manager to execute the associated documents. Upon a motion made by Commissioner Kivett and seconded by Commissioner Parker, the Board voted unanimously to accept funding offer for \$3,148,000 at a maximum interest 1.18% and confirm proceeding with Phase II project. (Such votes confirmed by Clerk's roll call.)

Item 5: Consent Agenda

Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Kivett, the Board voted unanimously to approve the Consent Agenda: (Such votes confirmed by Clerk's roll call.)

- a. Approved the minutes of the July 6, 2020 and July 9, 2020 meetings

- b. Authorized the execution of the FY 20-21 Agreement for the Protection, Development and Improvement of Forest Lands between Sampson County and the NC State Department of Agriculture and Consumer Services (Copy filed in Inc. Minute Book _____, Page _____.)
- c. Approved the contracts between Sampson County (Department of Social Services) and the Sampson County Sheriff's Office (Juvenile Court Officer/Investigator); Sampson County Sheriff's Office (Child Support Civil Officer Services); Law Office of Tiffany N. Naylor; Law Office of Corinne A. Railey; Warrick, Bradshaw & Lockamy, P.A.; Sampson County Department of Aging (Copies filed in Inc. Minute Book _____, Page _____.)
- d. Approved the Department of Social Services' Revised On-Call Policy (Copy filed in Inc. Minute Book _____, Page _____.)
- e. Adopted a resolution requesting the addition of Tyson Carriage Lane (Stagecoach Estates Subdivision) to the State Secondary Road System (Copy filed in Inc. Minute Book _____, Page _____.)
- f. Authorized the execution of the Agreement between Eastpointe Human Services and County of Sampson 4H Prevention Program (FY 20-21) (Copy filed in Inc. Minute Book _____, Page _____.)
- g. Approved the following tax refunds and releases as submitted:

#9319`	Nicholas Westbrook	\$140.14
#9333	Samuel Wayne Hubbs	\$646.43
Tax Release	Hugh Wallace Rich	\$422.89

- h. Approved the following budget amendments as submitted

<u>EXPENDITURE</u>		ESFR20 Housing Program		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
TBD	TBD	Administration	40,000.00	
TBD	TBD	Housing Rehabilitation	150,000.00	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
TBD	TBD	NC Housing Fund Grant	190,000.00	

<u>EXPENDITURE</u>		Various Departments		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11449200	519500	Engineering Services	12,500.00	
11449300	544000	Contract Services	4,600.00	
11449200	519100	Professional Services	1,700.00	

REVENUE

<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11039999	409800	Fund Balance Approp Encumbrances	18,800.00	

EXPENDITURE

<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
		Elections		
11141700	512600	Part Time Salaries	20,346.00	
11141700	534300	Election Expense	14,184.00	
11141700	518100	FICA	1,262.00	
11141700	581820	Medicare FICA	296.00	

REVENUE

<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11034170	402600	HAVA Grant	36,088.00	

- Approved Clinton City Schools budget amendments #3 (State); #2 (State); #2 (Federal); #3 (Federal); #1 (Local); #1 (Special Revenue); #1 (Fund 5) as submitted.
- Approved the Sampson County School Capital Outlay Budget FY 20-21 as submitted:

EXPENDITURE

<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
		County School Capital Outlay		
11659140	555030	Capital Outlay category 1	2,216,446.00	
11659140	555031	Capital Outlay category 2	91,156.00	
11659140	555032	Capital Outlay category 3	63,844.00	
11659140	550000	Unallocated Capital Outlay		867,153.00
11659140	582096	Transfer to General Fund	1,504,293.00	

REVENUE

<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11035914	409612	Transfer from School Capital Reserve	1,504,293.00	
19932320	409900	Fund Balance Appropriated	1,504,293.00	

Consent Agenda (Board of Health)

- i. Adopted the COVID-19 Policy and Procedure (Copy filed in Inc. Minute Book _____, Page _____.)
- j. Approved the Amended Board of Health Operating Procedures (Copy filed in Inc. Minute Book _____, Page _____.)
- k. Approved the Annual Update to Local Health Department Services Analysis Policy and Procedures (Copy filed in Inc. Minute Book _____, Page _____.)

- l. Approved the Contracts for School Nursing Services between the Sampson County Health Department and Clinton City School and Sampson County Schools (Copies filed in Inc. Minute Book _____, Page _____.)
- m. Wrote off as uncollectible the amount of \$159.00

County Manager's Report

Mr. Causey reported that the architects for the 911/EMS Facility were ready to have a design development presentation and asked which commissioners wished to participate. As with the previous presentation, Commissioners Kivett and Godwin will participate in the Zoom presentation.

(The Public Comment period for August was duly held on August 18, 2020. The Clerk provided instruction for the Public Comment period for the September meeting.)

Adjourn

Upon a motion made by Commissioner Kivett and seconded by Commissioner Godwin, the Board voted unanimously to adjourn. (Such votes confirmed by Clerk's roll call.)

Clark H. Wooten, Chairman

Susan J. Holder, Clerk to the Board

**CAPITAL PROJECT ORDINANCE CONCERNING
AIRPORT CONSTRUCTION
(STATE AID TO AIRPORTS GRANT)**

PROJECT ORDINANCE NO: _____ ADOPTED: 9/14/2020

BE IT ORDAINED by the Board of Commissioners of Sampson County, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1.0 The project authorized is Airport Layout Plan Update (ALP)

Section 2.0 The officers of this unit are hereby directed to proceed with the capital project within the budget contained herein.

Section 3.0 The following revenues are available to complete this project:

State Grant	\$253,458
City of Clinton	14,081
County of Sampson	14,081

Section 4.0 The following amounts are appropriated for this project:

Engineering & Other Professional Svices	\$281,620
--	-----------

Section 5.0 The Finance Officer is hereby directed to maintain within the Capital Projects Fund sufficient records to provide for appropriate accounting.

Section 6.0 Funds that have been advances, or may be advanced from the General Fund for project costs are intended to be reimbursed from the financing proceeds.

Section 7.0 The Finance Officer is directed to report quarterly on the financial status of the project and on the total proceeds received.

Section 8.0 Copies of this capital project ordinance shall be made available to the Budget Officer and the Finance Officer for direction in carrying out this project.

Adopted this 7th day of September 2020.

Clark H. Wooten, Chairman

Susan J. Holder, Clerk to the Board

INDEPENDENT CONTRACTOR AGREEMENT

This independent contractor agreement (this "Agreement"), is entered into by and between Drake Maynard/DBA DMHRServices, LLC (the "Contractor"), and the Sampson County Department of Social Services (Client).

WITNESSETH:

WHEREAS, Sampson County DSS desires to contract with an Independent Contractor to perform duties and to produce deliverables as described in Section 2 below; and

WHEREAS, Contractor desires to perform these duties and produce these deliverables for the Sampson County DSS under the terms and conditions set forth in this Agreement, and according to all laws and regulations, and abiding by all professional accounting and bookkeeping standards;

NOW, THEREFORE in consideration of the mutual promises, covenants, and representations contained herein, the parties hereto agree as follows:

Section 1: Term

- a) This contract will begin July 1, 2020 and all services will be provided by the Contractor through June 30, 2021.
- b) Either party may terminate this agreement, with or without cause, upon 15 days prior written notice to the address of the other party as shown in the agreement (or as updated by written notice by either party to this agreement). If the contract is terminated by either party, the Contractor will provide work due until the date of termination and Sampson County DSS will pay the Contractor an amount commensurate with work performed through the date of termination.
- c) Notwithstanding, either Party may terminate this agreement immediately in the event of a breach of the agreement by the other party.

Section 2: Description of Services and Purpose of Contract

The purpose of this contract is to secure the services of Drake Maynard (dba DMHRServices, LLC - the "Contractor"). The primary purpose of this work shall be to provide professional services to Sampson County DSS. This work and deliverables will include:

- a) Human resources consulting;
- b) Training and staff development;
- c) Other human resources services as requested

Section 3: Independent Contractor Relationship

The parties to this Agreement intend that the relationship between them created by this Agreement is that of independent contractor. Nothing in this agreement shall in any way be construed to constitute Contractor as an employee of Sampson County DSS. However, the Contractor is bound by the terms of this Agreement with respect to its duties and responsibilities. The Contractor may provide services to other contracting organizations during the term of this Agreement without violating the terms of the Agreement.

Section 4: Professional Compensations and Expenses

The Contractor will invoice Sampson County DSS each month for payment on a monthly basis and contingent upon aforesaid deliverable, as follow:

1. Consultation services and other human resources work done by the Contractor (exclusive of travel time) shall be billed at the rate of \$75 per hour.
2. The rate for training and staff development costs shall be mutually agreed upon by the Contractor and Sampson DSS.
3. Mileage by the Contractor at the request of Sampson County DSS shall be billed at \$.56 per mile.
4. The Contractor will submit an invoice no earlier than the last business day of the month, itemizing work done by date, type of work done, and hours worked. Such invoice may be either hard copy or electronic, as the choice of Sampson County DSS. Work billed on the invoice shall be shown in increments of no less than one-half hour (30 minutes.)

Total payments under this Agreement shall not exceed **\$2,500.00** through June 30, 2016, shall be made in accordance with documented, pre-approved expenditures, and shall be all inclusive.

Section 5: Notice to Contractor Regarding Tax Duties and Liabilities

Contractor shall be responsible for and will pay in a timely fashion all federal and State of North Carolina income taxes, FICA, Medicare and Social Security payments/liabilities which are due and may become due on any sum(s) paid by Sampson County DSS to Contractor over the term of this Agreement. It is understood Sampson County DSS is not responsible for any of said payments/liabilities. Notwithstanding, Sampson County DSS reserves the right to withhold from any amount paid to the Contractor income, FICA, and other withholding taxes if in Sampson County DSS sole discretion if it believes that it is required to do so under the Federal or State Tax Law.

Section 6: Indemnification

- a) Contractor hereby agrees to save, defend, and hold harmless and indemnify Sampson County DSS and all of its officer, department, agencies, agents and employees from and against all claims, loss, damage, injury, fines, penalties and cost – including court costs and attorney's fees, charges, liability and exposure, however cause-resulting from, arising out of, or in any way connected with the Contractor's negligent performance or non-performance of the terms of the contract. Additionally, Contractor complies with the requirement of a valid North Carolina Driver's License and maintains adequate automobile insurance.
- b) Sampson County DSS hereby agrees to save, defend, hold harmless and indemnify the Contractor and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties and cost – including court costs and attorney's fees, charges, liability and exposure, however caused – resulting from, arising out of, or in any way connected with Sampson County DSS negligent performance of non-performance of the terms of the contract.

Section 7: Confidentiality of Terms of Agreement

Parties agree to not disclose the terms of this Agreement, including but not limited to any services to be performed and/or compensation for same, without the prior written consent of the other party; upon an order of a court of competent jurisdiction to disclose such information; or upon requirement as a condition of the terms and conditions of the Contract by and between Sampson County DSS and the NC Department of Health and Human Services (DHHS).

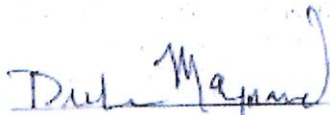
Section 8: Amendments

This agreement may be changed, modified or discharged only by an agreement in writing signed by both parties.

Section 9: Governing Laws

This Agreement shall be construed and governed in accordance with the laws of North Carolina. Contractor consents to the personal jurisdiction of and agrees to venue in the state and federal courts located in North Carolina for proceedings in respect of this Agreement, and hereby waives any objections he/she may have thereto. Contractor shall be bound by the rules of confidentiality which binds employees of Sampson County DSS with respect to provisions of services, parties being served, employment actions, and other matters about which employees of Sampson County DSS are bound by law to keep confidential. Contractor shall act in accordance with Sampson County DSS policies and shall be empowered with any rights that Sampson County DSS policies provide to fulfill the duties outlined in Section 2.

IN WITNESS THEREOF, Contractor, and Sampson County DSS execute this Agreement as of the date(s) written below.



Drake Maynard for
DMHRServices, LLC
Contractor
EIN/SSN:
249-96-5462



Sarah Bradshaw, Director
Sampson County DSS

Date: 8/7/2020

Date: 7-8-2020

COUNTY

Signature

Date

Edwin W. Causey

County Manager

Printed Name

Title

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

Signature of County Finance Director

David K. Clack

Date

**Contract # 1 Fiscal Year Begins July 1, 2020 Ends June 30, 2021
Non-Emergency Medical Transportation**

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 or is 56-6000338 and DUNS Number 040044067 (required if funding from a federal funding source).

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 F)
- (7) Federal Certification Regarding Lobbying (Attachment G)
- (8) Federal Certification Regarding Debarment (Attachment H)
- (9) HIPAA Business Associate Addendum (Attachment I)
- (10) Certification of Transportation (Attachment J)
- (11) State Certification (Attachment M)
- (12) Certification – Iran Divestment Act (Attachment N)
- (13) Contract Determination Questionnaire (required)

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, 2020 and shall terminate on June 30, 2021. This contract must be twelve months or less.
- 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 \$1,388,205.00 for the fiscal year. This amount consists of \$1,388,205.00 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.

6. Reversion of Funds:

Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

7. Reporting Requirements:

Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

8. Payment Provisions:

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

- 9. 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	360 County Complex Rd, Suite 100	Street Address	360 County Complex Rd, Suite 100
City, State, Zip	Clinton, NC 28328	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	Rosemarie Oates	Name & Title	Rosemarie Oates
Company Name	Sampson Area Transportation	Company Name	Sampson Area Transportation
Street Address	311 County Complex Road	Street Address	311 County Complex Road
City State Zip	Clinton, NC 28328	City State Zip	Clinton, NC 28328
Telephone	910-299-0127		
Fax	910-590-2142		
Email	roates@sampsonnc.com		

10. 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.

11. 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.

12. 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.

13. Federal Certifications:

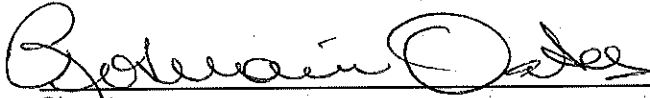
Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, 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.

14. Specific Language Not Previously Addressed:

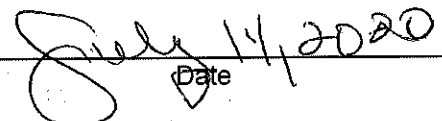
This contract is conditioned upon DSS verifying that the Contractor meets all Contract requirements. No units will be referred to the Contractor until DSS has verified all Contract requirements are met. After the initial verification, if it becomes apparent the requirements are no longer being met, the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

15. 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 being retained by Contractor one being retained by County and one being retained by the County Finance Officer.

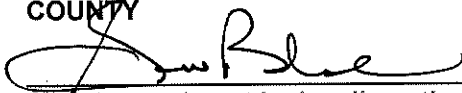

Signature

Rosemarie Oates
Printed Name


Date

Transportation Director
Title

COUNTY


Signature

(must be legally authorized to sign contracts for DSS)

7-8-2020
Date

Sarah W. Bradshaw
Printed Name

DSS Director
Title

Signature (must be legally authorized to sign contracts for County)

Date

Edwin W. Causey
Printed Name

County Manager
Title

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

Signature of County Finance Director

Date

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 or the Contractor may terminate this contract without cause by giving 30 days written notice to the other party.

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.

- (a) **Data Security:** The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.
- (b) **Duty to Report:** The Contractor shall report a suspected or confirmed security breach to the local Department of Social Services/Human Services Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.
- (c) **Cost Borne by Contractor:** If any applicable federal, state, or local law, regulation, or rule requires the Contractor to give written notice of a security breach to affected persons, the Contractor shall bear the cost of the notice.

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.

E-Verify

Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov

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. 56-6000338

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. B. Explanation of Services to be provided and to whom:

To provide appropriate Non-Emergency Medical Transportation to fully eligible clients certified for Medicaid (per DHHS policy section 15200 at https://economicbenefits.nc.gov/FN_A/FN_A/server/general/projects/integrated%20Eligibility%20Manual/Integrated_Eligibility_Manual.htm#IEM_Home.htm and SIS Code 250):

- A copy of the Certificate of Insurance must be submitted to DSS on an annual basis. SAT 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, SAT 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.
- SAT shall report any changes in insurance provider, business ownership or management, or exclusion from participation in Medicare or NC Medicaid to DSS within twenty-four (24) hours of the change.
- All insurance claims or inquiries will be handled directly through SAT.
- SAT will ensure that the driver(s) operating the vehicle for these services are at least 18 years of age and hold a valid operator's license issued by the North Carolina Division of Motor Vehicles appropriate for the vehicle(s) which will be used to transport DSS clients in accordance with the General Statutes of North Carolina.
- Each vehicle used to transport DSS clients must have a valid State registration and State inspection. SAT will notify DSS within fifteen (15) days if a vehicle has been added or removed from the fleet.
- SAT will participate in an ongoing random alcohol and drug testing program which meets the requirements of the Federal Transit Authority. SAT is contractually obligated to pay for the alcohol and drug testing program.
- SAT 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 pled guilty to felony drug charges, assault, abuse and/or neglect, murder, exploitation, terrorism or sex offenses.
- SAT 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.
- SAT will maintain records documenting compliance with all vehicle and employee requirements specified above.
- SAT shall agree that no more than one quarter of one percent of all trips will be missed by SAT during the course of the contract year.
- SAT 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.
- SAT will notify DSS 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.

- SAT will notify DSS within 35 days of the date of a request full and complete information concerning the ownership of any subcontractors 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 SAT and any wholly owned supplier/subcontractor during the 5 year period ending on the date of the request.
- All books and records maintained by SAT pertaining to this agreement will be open and made available for on-site monitoring by DSS and all other levels of State and Federal personnel during normal business hours and upon reasonable notice for the purpose of inspections and audits.
- SAT shall report information to DSS 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. DSS does not pay for no-shows or driver wait time.
- SAT shall record and provide to DSS a record of all recipient complaints which deal with matters under the SAT'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.
- SAT will have a written policy and procedure regarding how drivers handle and report incidents, including client emergencies, vehicle breakdowns, accidents and other service delays.
- SAT will use the provided transportation billing codes on invoices to DSS that are submitted for payment of services provided.
- DSS will export detailed CTS referrals to SAT by 4:00 pm every workday the agency is open and three days in advance. Referrals will be exported to SAT via CTS within three days for all in county trips and five days for all out of county trips. DSS and SAT agree to adhere to the current out-of-county schedule, but is not limited to only transport on these dates (clients will be transported to out-of-county appointments if it is the only day of the week the doctor is in their office or an urgent request by the medical provider).
 - The CTS referral will include the name of the client, client's Medicaid ID number, date of trip request, appointment time, medical provider destination, and any special needs; i.e., client requires an attendant, ambulatory needs, or time limitations. DSS may make additional request by telephone and follow up with an exported and faxed referral for same day travel that are considered urgent request by the client's medical provider.
- SAT will ensure that only services and stops for the Medicaid Transportation recipient will be provided as specified on the transportation referral.
- SAT must ensure all local oncology and dialysis patients are picked up no later than one hour (60 minutes) after notifying SAT they are ready for pick up.
- DSS will arrange for an attendant to assist a client when deemed medically necessary by a physician. At other times, SAT is required to provide minimal assistance to clients, when needed.
- SAT must use proper judgment in meeting the needs of DSS 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 SAT employees that will be transporting DSS clients to medical providers will have approved official forms of identification (County badge and reflective vest). SAT must maintain an adequate fleet of vehicles and drivers to accommodate the needs of DSS 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 DSS clients. The fleet should be equipped to transport wheelchairs, motorized scooters and any other device or equipment utilized by DSS clients.
- SAT will provide initial and ongoing training to all of their staff on acceptable customer service and ethical behavior.
- SAT 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 time 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 DSS clients, all federal and state requirements must be followed concerning child restraints. Further, SAT 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 DSS clients. SAT 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, SAT must ensure that effective bilingual/interpreter services and or telephone language lines are provided to serve the needs of DSS limited English-speaking clients.
- SAT will meet quarterly with DSS to discuss and resolve any issues between either party.

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

Negotiated County Rate - \$2.68 per reimbursable mile for all trips that fall within SAT's out-of-county schedule.
\$3.18 per reimbursable mile for all trips that fall on Sunday, holidays and outside SAT's
Regular out-of-county schedule.

D. Number of units to be provided:

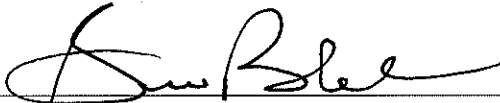
Estimated: 457,650 reimbursable miles @ \$2.68, not to exceed \$1,226,502.00 for this contract period.
50,850 reimbursable miles @ \$3.18, not to exceed \$161,703.00 for this contract period.

E. Details of Billing process and Time Frames:

SAT will submit to DSS on or before the 10th 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. SAT will utilize all mutually agreed upon invoice documents which must include appropriate billing codes per all relevant policy. Payment will be made through NC Tracks.

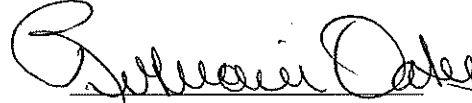
F. Area to be served/Delivery site(s):

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



Sarah W. Bradshaw

7-8-2020
Date



Rosemarie Oates

July 14, 2020
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).

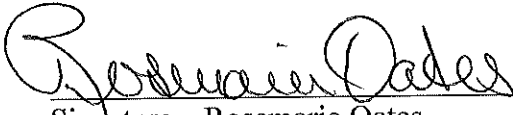
- II. The site(s) for the performance of work done in connection with the specific agreement are listed below:
Sampson County, Chapel Hill, Dunn, Durham, Fayetteville, Goldsboro, Raleigh, Wilmington and other service areas in North Carolina as deemed necessary.

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
45 C.F.R. Section 82.510. Section 4 CFR Part 85, Section 85.615 and 86.620.

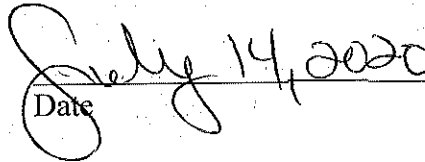
Certification Regarding Nondiscrimination

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 – Rosemarie Oates

Transportation Director
Title

Sampson Area Transportation
Agency/Organization


Date

(Certification signature should be same as Contract signature.)

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

Rosemarie Oates

Rosemarie Oates

July 14, 2020

Date

NOTARIZED CONFLICT OF INTEREST POLICY

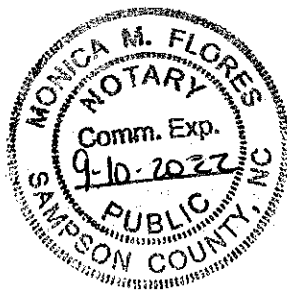
State of North Carolina

County of Sampson

I, Monica M. Flores, Notary Public for said County and State, certify that Rosemarie Oates 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 in a meeting held on the 1st day of July, 2020.

Sworn to and subscribed before me this 14th day of July, 2020

(Official Seal)



Monica M. Flores
Notary Public Signature

My Commission expires September 10, 2022

ATTACHMENT F

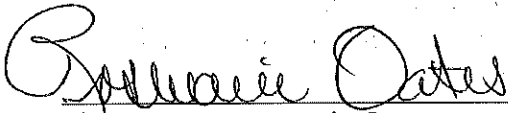
CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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.



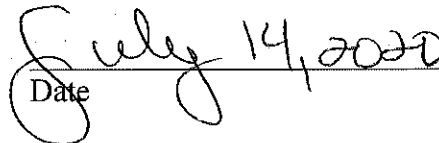
Signature – Rosemarie Oates

Transportation Director

Title

Sampson Area Transportation
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-CFR Title 2, Grants and Agreements, Part 200, 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.

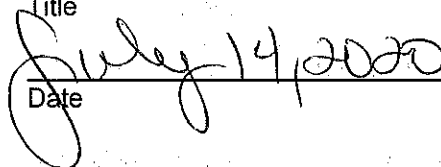
Executive lobbying costs. Costs incurred in attempting to improperly influence either directly or indirectly, an employee or officer of the Executive Branch of the Federal Government to give consideration or to act regarding a sponsored agreement or a regulatory matter are unallowable. Improper influence 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 – Rosemarie Oates

Sampson Area Transportation
Agency/Organization

Transportation Director
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

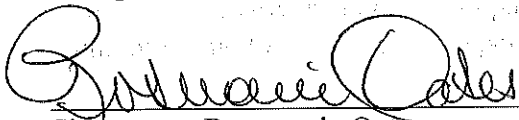
1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined 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

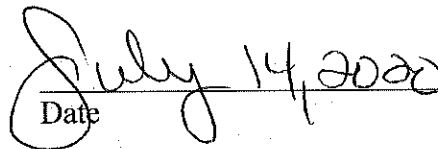
(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(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 – Rosemarie Oates

Transportation Director
Title

Sampson Area Transportation
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 July, 2020, 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 Non-Emergency Medical Transportation (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.

SIGNATURE: _____

Rosemarie Oates

Sampson Area Transportation

Date: _____

July 14, 2020

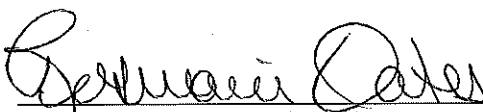
ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Sampson County Department of Social Services

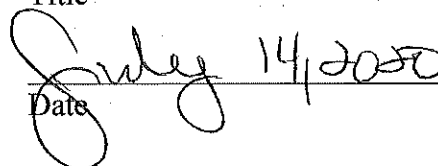
By execution of this Agreement the Contractor certifies that it will provide safe client transportation by:

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; (*Medicaid only*)
6. Insuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month; (*Medicaid only*)
7. Contractor will maintain records documenting the following (*County may require contractor to provide*):
 - a. Valid current copies of Driver's 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 – Rosemarie Oates

Sampson Area Transportation
Agency/Organization

Transportation Director
Title


Date

Attachment M

State Certification

Contractor Certifications Required by North Carolina Law

Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- G.S. 133-32: <http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf>
- G.S. 105-164.8(b): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- G.S. 143-48.5: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html
- G.S. 143-59.1: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- G.S. 143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- G.S. 143-133.3: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html
- G.S. 143B-139.6C: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf

Certifications

- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov
Local government is specifically exempt from Article 2 of Chapter 64 of the North Carolina General Statutes. However, local government is subject to and must comply with North Carolina General Statute 153A-99.1, which states in part as follows:
Counties Must Use E-Verify - Each county shall register and participate in E-Verify to verify the work authorization of new employees hired to work in the United States.
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
- (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
- (b) [Check one of the following boxes]
☒ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or
☐ The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
- (a) He or she is a duly authorized representative of the Contractor named below;
- (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
- (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name: Sampson Area Transportation

Contractor's

Authorized Agent:

Signature

Printed Name

Rosemarie Oates

Title

Transportation Director

Date

July 14, 2020

Witness:

Signature

Printed Name

Jamie M. Butler

Title

Accounting Specialist II

Date

July 15, 2020

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

Attachment N

Sampson County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

Certification Regarding Nondiscrimination

The Contractor 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.

The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit <http://www.lep.gov>.

Ensuring Equal Opportunity Access for Persons with Disabilities: **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1973, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.

DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in

limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (TTY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: <http://www.ada.gov>.

IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

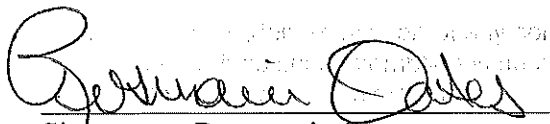
- a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
 - (i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and

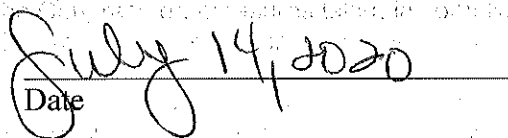
(ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
- g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).


Signature – Rosemarie Oates

Transportation Director
Title

Sampson Area Transportation
Agency/Organization


Date

CONTRACT PROVIDER NAME: Sampson Area Transportation

CONTRACT NUMBER: 01

CONTRACT PERIOD: July 1, 2020 - June 30, 2021

PROVIDER'S FISCAL YEAR: July - June

**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 Financial Assistance YES	5 points 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 County Authorized Person

7-8-2020
DATE


Signature of Authorized Administrative Individual

July 8, 2020
DATE

Revised effective 7-1-2013

**Contract # 4 Fiscal Year Begins July 1, 2020 Ends June 30, 2021
Psychological Evaluation Services**

This contract is hereby entered into by and between the Sampson County Department of Social Services (the "County") and Carolina Care & Counseling, Inc. (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number is 20-0499493 and DUNS Number 185880379 (required if funding from a federal funding source).

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) State Certification (Attachment M)
- (12) Certification Regarding Non-Discrimination, Clean Air Act, Clean Water Act (Attachment N)
- (13) Contract Determination Questionnaire (required)

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, 2019 and shall terminate on June 30, 2020. This contract must be twelve months or less.

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 \$10,800.00 for fiscal year. This amount consists of \$10,800.00 in Federal funds (CFDA #93.556), \$0.00 in State Funds, \$0.00 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.

6. Reversion of Funds:

Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

7. Reporting Requirements:

Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.106, or 42 USC 455.108.

8. Payment Provisions:

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

- 9. 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	360 County Complex Rd, Suite 100	Street Address	360 County Complex Rd, Suite 100
City, State, Zip	Clinton, NC 28328	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	D. Robert Aiello, President	Name & Title	D. Robert Aiello, President
Name & Title	D. Robert Aiello, Ph.D	Name & Title	D. Robert Aiello, Ph.D
Company Name	Carolina Care & Counseling Inc.	Company Name	Carolina Care & Counseling Inc.
Mailing Address	8520 Six Forks Road, Suite 204	Mailing Address	8520 Six Forks Road, Suite 204
City State Zip	Raleigh, NC 27615	City State Zip	Raleigh, NC 27615
Telephone	919-676-1497		
Fax	919-676-1430		
Email	raiello@carolinacareinc.com		

10. 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.

11. 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.

12. 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.

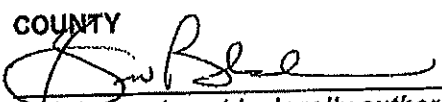
13. Federal Certifications:

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.

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 being retained by Contractor one being retained by County and one being retained by the County Finance Officer.


Signature _____ Date 7/31/20
D. Robert Alello _____ President
Printed Name _____ Title

COUNTY

Signature (must be legally authorized to sign contracts for DSS) _____ Date 7-10-2020
Sarah W. Bradshaw _____ DSS Director
Printed Name _____ Title

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

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

Signature of County Finance Officer

Date

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/underinsured 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 or the Contractor may terminate this contract without cause by giving 30 days written notice to the other party.

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.

- (a) **Data Security:** The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.
- (b) **Duty to Report:** The Contractor shall report a suspected or confirmed security breach to the local Department of Social Services/Human Services Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.
- (c) **Cost Borne by Contractor:** If any applicable federal, state, or local law, regulation, or rule requires the Contractor to give written notice of a security breach to affected persons, the Contractor shall bear the cost of the notice.

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 147-84.7. 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.

E-Verify

Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov

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 #4

Federal Tax Id. 20-0499493

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Carolina Care & Counseling, Inc.
2. Telephone Number: 919-676-1497 Fax Number: 919-676-1430 Email: raiello@carolinacareinc.com
3. Name of Program (s): Child Welfare Services and Adult Protective Services
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):

Psychological Evaluation Services – (SIS Code 120) – (1) Perform a psychological evaluation on a Child Protective Services, Adult Protective Services, or Foster Care client that is referred by a Sampson County Department of Social Services social worker with the approval of the Director. (2) Provide a thorough assessment of a client's functional abilities to include any problems and strengths identified during the evaluation as stipulated in Regulation 10 NCAC 35G of the North Carolina Administrative Procedure Code and in accordance with the policies, procedures, and standards contained in Volume VI, Chapter IV of the Division of Social Services' Family Services Manual. (3) Provide the County with detailed impressions and recommendations for services. All written assessments become a part of the DSS Case file and cannot be released by Dr. Aiello without the expressed, written permission of the Sampson County Department of Social Services.

C. Rate per hour of Evaluation Service:

Negotiated County Rate: \$75.00 per hour with a maximum of 18 hours per client (any additional hours deemed necessary must be discussed with and approved by the DSS Director).

D. Number of hours to be provided:

Not to exceed 144 hours during the contract period

E. Details of Billing process and Time Frames;

The Contractor will submit a detailed billing to the Sampson County Department of Social Services monthly for services provided based on the rate in section C above. The invoice shall include a line for each client being billed noting the date of service, client's name, type of service provided, hourly rate, time spent with client and the total charge for that client. The invoice should have a total charge amount below the line detail.

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

Sampson County and other areas as needed or directed by the agency.


Dr. Robert Aiello

Date

7/31/20


Sarah W. Bradshaw

Date

7-16-2020

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 as deemed necessary.


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
45 C.F.R. Section 82.510. 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 – D. Robert Aiello	Title
<u>Carolina Care & Counseling, Inc.</u>	<u>7/3/20</u>
Agency/Organization	Date

(Certification signature should be same as Contract signature.)

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:

Carolina Care & Counseling, Inc.

Name of Organization

D. Robert Alello
Signature - D. Robert Alello

7/31/20
Date

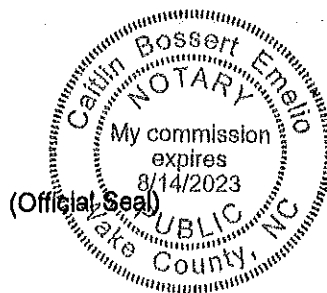
NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of Wake ^{CBE}
~~Sampson~~

I, Caitlin Bossert Emelio, Notary Public for said County and State, certify that D. Robert Alello personally appeared before me this day and acknowledged that he/she is President of Carolina Care & Counseling, 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 in a meeting held on the 1st day of July, 2020.

Sworn to and subscribed before me this 31st day of July, 2020



Caitlin Bossert Emelio
Notary Public Signature

My Commission expires Aug. 14th, 2023

**ATTACHMENT E
NO OVERDUE TAX DEBTS**

CAROLINA CARE & COUNSELING, INC.

8520 Six Forks Road, Suite 204
Raleigh, NC 27615
(919) 676-1497

July 1, 2020

To: Sampson County Department of Social Services

Certification:

I certify that Carolina Care & Counseling, 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. I 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:

D. Robert Alello being duly sworn, say that I am the President of Carolina Care & Counseling, 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 Federal/State funds will be reported to the appropriate authorities for further action.


D. Robert Alello

Sworn to and subscribed before me on the day of the date of said certification.




Notary Public Signature

My Commission expires Aug. 14th, 2023

¹ G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."

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 – D. Robert Aiello

Title

President

Carolina Care & Counseling, Inc.

Agency/Organization

Date

7/31/20

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-CFR Title 2, Grants and Agreements, Part 200, 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 – D. Robert Aiello

Carolina Care & Counseling, Inc.
Agency/Organization

President
Title
7/31/20
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 – D. Robert Aiello Title President

Carolina Care & Counseling, Inc.
Agency/Organization Date 7/31/20

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 July, 2020, by and between Sampson County Department of Social Services ("Covered Entity") and Carolina Care & Counseling, Inc. ("Business Associate") (collectively the "Parties").

1. BACKGROUND

- a. Covered Entity and Business Associate are parties to a contract entitled Psychological Evaluation 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.

8. 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.

SIGNATURE: _____


D. Robert Aiello
Carolina Care & Counseling, Inc.

Date: _____


7/31/20

Attachment M

State Certification

Contractor Certifications Required by North Carolina Law

Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- G.S. 133-32: <http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf>
- G.S. 105-164.8(b): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- G.S. 143-48.5: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html
- G.S. 143-59.1: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- G.S. 143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- G.S. 143-133.3: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html
- G.S. 143B-139.6C: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf

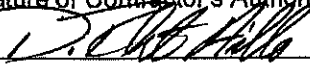
Certifications

- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov
Local government is specifically exempt from Article 2 of Chapter 64 of the North Carolina General Statutes. However, local government is subject to and must comply with North Carolina General Statute 153A-99.1, which states in part as follows:
Counties Must Use E-Verify - Each county shall register and participate in E-Verify to verify the work authorization of new employees hired to work in the United States.
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
 - (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
 - (b) [Check one of the following boxes]
☒ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or
☐ The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2); of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
 - (a) He or she is a duly authorized representative of the Contractor named below;
 - (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
 - (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name: Carolina Care & Counseling, Inc.

Signature of Contractor's Authorized Agent

Date



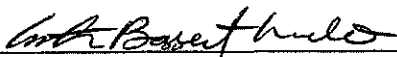
7/31/20

Printed Name of Contractor's Authorized Agent
D. Robert Alello

Title
President

Signature of Witness

Title Notary Public



Printed Name of Witness Caitlin Bossert Emelio

Date 07/31/2020

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

ATTACHMENT N

Sampson County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

Certification Regarding Nondiscrimination

The Contractor 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.

The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11376, and as supplemented by the Department of Labor Regulations (41 CFR Part 60); The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: The Contractor that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit <http://www.lep.gov>.

Ensuring Equal Opportunity Access for Persons with Disabilities: The Contractor must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.

DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in

limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (TTY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: <http://www.ada.gov>.

IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

- a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
 - (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and

- (ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
- g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).


Signature -- D. Robert Aiello


Agency/Organization

President

Title

Date

7/31/20

CONTRACT PROVIDER NAME: Carolina Care & Counseling, Inc.

CONTRACT NUMBER: 4

CONTRACT PERIOD: July 1, 2020 - June 30, 2021

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 Financial Assistance YES	5 points 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 County Authorized Person

7-10-2020
DATE


Signature of Authorized Administrative Individual

July 9, 2020
DATE

**Contract #22 Fiscal Year Begins July 1, 2020 Ends June 30, 2021
Temporary Social Work Staff**

This contract is hereby entered into by and between the Sampson County Department of Social Services (the "County") and Vanguard Professional Staffing Inc. (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number is 56-2143318 and DUNS Number 073849460 (required if funding from a federal funding source).

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 (checklist and forms) (Attachment I)
- (11) ~~Certification of Transportation (Attachment J)~~ *Not Attached or applicable SDP*
- (12) State Certification (Attachment M)
- (13) Certification Regarding Non-Discrimination, Clean Air Act, Clean Water Act (Attachment N)
- (14) Vanguard Temporary Staffing Agreement
- (15) Contract Determination Questionnaire (required)

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, 2020 and shall terminate on June 30, 2021. This contract must be twelve months or less.

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 \$68,200.00. This amount consists of \$51,150.00 in Federal funds (CFDA #93.667), \$.00 in State Funds, \$17,050.00 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 \$50,000.00.

6. Reversion of Funds:

Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

7. Reporting Requirements:

Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

8. Payment Provisions:

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

- 9. 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	360 County Complex Rd, Suite 100	Street Address	360 County Complex Rd, Suite 100
City, State, Zip	Clinton, NC 28328	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	Susan D. Parker, Vice President	Name & Title	Susan D. Parker, Vice President
Company Name	Vanguard Professional Staffing Inc	Company Name	Vanguard Professional Staffing Inc
Mailing Address	PO Box 8177	Mailing Address	PO Box 8177
City State Zip	Wilson, NC 27893	City State Zip	Wilson, NC 27893
Telephone	252-265-9033		
Fax	252-265-9024		
Email	susanp@vanguardprostaff.com		

10. 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.

11. 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

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.

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.

The Contractor and the County have executed this contract in triplicate originals, with one original being retained by Contractor one being retained by County and one being retained by the County Finance Officer.

Sec. / Treasurer
Vice President
Title

DSS Director
Title

County Manager
Title

Date _____

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/underinsured 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 or the Contractor may terminate this contract without cause by giving 30 days written notice to the other party.

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.

(a) **Data Security:** The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

(b) **Duty to Report:** The Contractor shall report a suspected or confirmed security breach to the local Department of Social Services/Human Services Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

(c) **Cost Borne by Contractor:** If any applicable federal, state, or local law, regulation, or rule requires the Contractor to give written notice of a security breach to affected persons, the Contractor shall bear the cost of the notice.

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.

E-Verify

Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov

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 #22

Federal Tax Id. 56-2143318

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Vanguard Professional Services Inc.
2. Telephone Number: 252-265-9033 Fax Number: 252-265-9024 Email: susanp@vanguardprostaff.com
3. Name of Program (s): Foster Care Social Worker
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):**
Social worker duties as specified in the addendum signed by the temporary employee.

- C. Rate per unit of Service (define the unit):**
Negotiated County Rate - \$34.95 per hour

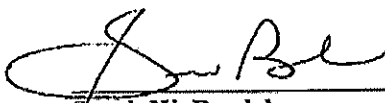
- D. Number of units to be provided:**
2,000 hours within contract period

- E. Details of Billing process and Time Frames;**
Contractor will bi-weekly invoice for services rendered and Agency agrees to pay the invoice in full within thirty days of receipt.

- F. Area to be served/Delivery site(s):**
Sampson County and other areas as needed or directed by the agency - To Be Determined by the client's place of residence.



Susan D. Parker



Sarah W. Bradshaw

8-5-2020

Date

7-10-2020

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 as deemed necessary.

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
45 C.F.R. Section 82.510. 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.

Susan D. Parker
Signature – Susan D. Parker

~~Vice President~~ Sec/Treasurer
Title

Vanguard Professional Staffing Inc.
Agency/Organization

8-5-2020
Date

(Certification signature should be same as Contract signature.)

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:

Vanguard Professional Staffing Inc.

Name of Organization

Susan D. Parker

Signature – Susan D. Parker

8-5-2020

Date

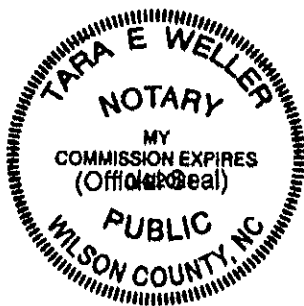
NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of Wilson

I, Tara E. Weller, Notary Public for said County and State, certify that Susan D. Parker personally appeared before me this day and acknowledged that he/she is Vice President of Vanguard Professional Staffing 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 in a meeting held on the 1st day of July, 2018.

Sworn to and subscribed before me this 5th day of August, 2020



Tara E. Weller
Notary Public Signature

My Commission expires 10/4, 2021

**ATTACHMENT E
NO OVERDUE TAX DEBTS**

VANGUARD PROFESSIONAL STAFFING, INC.

Po Box 8177
Wilson, NC 27893
(252) 265-9033

July 1, 2020

To: Sampson County Department of Social Services

Certification:

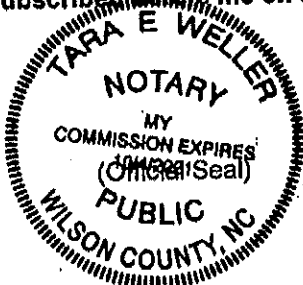
I certify that Vanguard Professional Staffing, Inc. does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. I further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable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

Sworn Statement:

Susan D. Parker being duly sworn, say that I am the Vice President of Vanguard Professional Staffing, Inc. of Wilson 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 Federal/State funds will be reported to the appropriate authorities for further action.


Signature - Susan D. Parker

Sworn to and subscribed before me on the day of the date of said certification.




Notary Public Signature

My Commission expires 10/4 20 21

¹ G.S. 105-243.1 defines: Overdue tax debt. - Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."

ATTACHMENT F

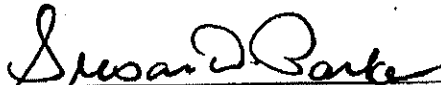
CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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 – Susan D. Parker

Vice President Sec/Treasurer
Title

Vanguard Professional Staffing Inc.
Agency/Organization

8-5-2020
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-CFR Title 2, Grants and Agreements, Part 200, 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 – Susan D. Parker


Vice President
Title

Vanguard Professional Staffing Inc.
Agency/Organization

8-5-2020
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 – Susan D. Parker

~~Vice President~~ *Sec/Treasurer*
Title

Vanguard Professional Staffing Inc.
Agency/Organization

8-5-2020
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 July, 2020, by and between Sampson County Department of Social Services ("Covered Entity") and Vanguard Professional Staffing Inc. ("Business Associate") (collectively the "Parties").

1. BACKGROUND

- a. Covered Entity and Business Associate are parties to a contract entitled Temporary Social Work Staff (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.

- 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.

SIGNATURE: _____


Susan D. Parker
Vanguard Professional Staffing Inc.

Date: _____

8-5-2020

Attachment M

State Certifications

Contractor Certifications Required by North Carolina Law

Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- G.S. 133-32: <http://www.ncga.state.nc.us/gascrips/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf>
- G.S. 105-164.8(b): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- G.S. 143-48.5: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-48.5.html
- G.S. 143-59.1: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- G.S. 143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- G.S. 143-133.3: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-133.3.html
- G.S. 143B-139.6C: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf

Certifications

- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov
Local government is specifically exempt from Article 2 of Chapter 64 of the North Carolina General Statutes. However, local government is subject to and must comply with North Carolina General Statute 153A-99.1, which states in part as follows:
Counties Must Use E-Verify - Each county shall register and participate in E-Verify to verify the work authorization of new employees hired to work in the United States.
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
 - (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
 - (b) [check one of the following boxes]
 - ☐ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or
 - ☐ The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
 - (a) He or she is a duly authorized representative of the Contractor named below;
 - (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and

- (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name: Vanguard Professional Staffing Inc.

Signature of Contractor's Authorized Agent

Susan D. Parker

8-5-2020

Date

Printed Name of Contractor's Authorized Agent
Susan D. Parker

Title

~~Vice President~~ Sec./Treasurer

Signature of Witness

Michael Allman

Title

Admin. Asst.

Printed Name of Witness

Michael Allman

Date 8-5-2020

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

ATTACHMENT N

Sampson County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

Certification Regarding Nondiscrimination

The Contractor 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.

The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: The Contractor that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit <http://www.lep.gov>.

Ensuring Equal Opportunity Access for Persons with Disabilities: The Contractor must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.

DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide

text telephone services (ITV) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: <http://www.ada.gov>.

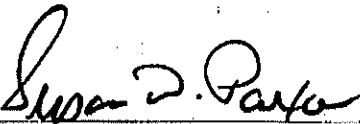
IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

- a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
 - (i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
 - (ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
- g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).


Signature - Susan D. Parker

~~Vice President~~ *Sec. / Treasurer*
Title

Vanguard Professional Staffing Inc
Agency/Organization

8-5-2020
Date

NORTH CAROLINA

WILSON COUNTY

VANGUARD PROFESSIONAL STAFFING, INC.
TEMPORARY STAFFING AND
CONSULTATION AGREEMENT

11.13

THIS AGREEMENT, made and entered into on the date hereinafter stated, by and between VANGUARD PROFESSIONAL STAFFING, INC., a North Carolina corporation, with its principal office and place of business in Wilson, Wilson County, North Carolina, hereinafter called "Service Provider"; and SAMPSON COUNTY DSS, with its principal office and place of business in CLINTON, SAMPSON County, North Carolina, hereinafter called "Agency".

WITNESSETH:

WHEREAS, the Service Provider is a North Carolina corporation, having as its principal business the providing of temporary staffing and consultation services to human services agencies throughout North Carolina;

WHEREAS, the Service Provider employs individuals with varying degrees of experience who are able to provide staffing and consultation services to the Agency;

WHEREAS, the Agency, from time to time, is in need of the various services provided by the Service Provider, including staffing, payrolling, consultation, or other developed services;

WHEREAS, it is the intent of both the Service Provider and the Agency by this Agreement to set forth its terms and conditions.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and conditions hereinafter set forth, the adequacy and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1.0 Staffing.

a) **Agency Employs Service Provider.** The Agency hereby employs the Service Provider to provide temporary staffing, specialty staffing, consultation, payrolling, or other services to its human services agency by making qualified staff available to the Agency. The Service Provider accepts such employment, agrees to provide staffing to perform such services as may be reasonably set forth from time to time by the Agency. The Agency and the Service Provider will sign an Addendum to this Agreement upon the parties agreeing to a particular service to be provided by an agreed-upon employee. The Addendum will specify the services to be rendered, the compensation to be paid, the projected time period of employment, and other pertinent information.

b) **Agency Approval.** The Agency reserves the right to approve any Staff person(s) assigned by the Service Provider to perform the services that are the subject of this agreement. In the event the Agency becomes dissatisfied with a Staff person performing services pursuant to this agreement, the Service Provider shall remove that person. Agency will identify Staff Persons for payrolling services.

2.0 Term. The term of this Agreement between the Agency and the Service Provider shall begin on the **FIRST** day of **JULY, 2020**, and shall continue until the relationship is terminated as herein provided.

3.0 Termination. The relationship between the Agency and the Service Provider shall terminate as follows:

- a) Upon thirty (30) days written notice given by either party to the other;
- b) Upon the mutual written consent of both parties;
- c) Upon the liquidation of either business entity.

In the event of such termination, the Agency shall pay the Service Provider for the services actually rendered to it by the Service Provider's Staff and the Service Provider shall pay the Agency any sums due it.

4.0 Compensation and Benefits. The compensation and other benefits for each staffing, consultation, payrolling, or other services contract shall be set out in a separate Addendum attached hereto that shall be executed by the Agency and the Service Provider and which is deemed incorporated herein by reference. **ALL EMPLOYEES OF THE SERVICE PROVIDER (OR THOSE OF THE AGENCY WHO ARE PAYROLLED), WHO WORK**

MORE THAN 40 HOURS IN A WORK WEEK MUST, BY FEDERAL LAW, BE COMPENSATED BY THE AGENCY AT TIME-AND-A-HALF.

- 5.0 **Payment Terms.** The Service Provider will provide the Agency with bi-weekly invoices for services rendered, unless specified otherwise in the Addendum. The Agency agrees to pay the invoices in full within thirty (30) days of receipt.
- 6.0 **Confidentiality.**
- a) **Confidential Information of the Service Provider.** The Agency acknowledges that the Service Provider's methods of sales and service and other information of a secret or confidential nature, which is required to be maintained as such for the continued success of the Service Provider and its business is valuable special and proprietary information. It is a unique asset of the Service Provider that is collectively deemed to be a trade secret. The Agency agrees to hold in confidence and not to disclose or use for its benefit any confidential or proprietary information received from the Service Provider during the term of this Agreement and subsequent extensions and continuations thereof. This includes solicitation of employees of the Service Provider for permanent or other positions of the Agency prior to placement through the Service Provider, and sharing of resumes or names of employees of the Service Provider with other agencies seeking potential employees. All conditions for solicitation of Service Provider's employees are contained in Article 7.0 below.
 - c) **Confidential Information of the Agency's Clients.** The Service Provider acknowledges that the Clients of the Agency and information relating to Clients of the Agency is confidential information under the laws of the State of North Carolina and agrees to keep such information confidential.
- 7.0 **Soliciting Service Provider Employees.** The Agency may solicit the Employee of the Service Provider to permanent employment with the Agency after 688 hours of employment per placement through the Service Provider. If the Agency desires to solicit the Employee for permanent employment prior to required time, the Agency agrees to pay the Service Provider one-third (1/3) of the remainder of the required period cost. After the required time of the employee providing services to the Agency pursuant to this agreement the Agency may employ the employee without any additional cost. The Agency is not obligated to hire into permanent status any employee of the Service Provider.
- 8.0 **Expenses, Including Travel of Employee.** The Agency agrees to pay for assigned work-related travel of an Employee of the Service Provider. Mileage rate will be at the current rate used by the Agency. Agency will reimburse the Service Provider's employee directly, unless otherwise stated in the Addendum. (If Agency desires for Service Provider to pay travel and other related expenses to Employee and bill the Agency, an additional administrative fee of 20% will be added to the total mileage invoiced amount.) In addition, the Agency will pay such other business expenses as agreed upon by the Service Provider and the Agency at the time of the execution of their Addendum.
- 9.0 **Supplies and Facilities.** The Agency shall provide the Service Provider's staff with adequate supplies, facilities, and other services suitable to their position and adequate for the performance of their duties. The Agency acknowledges that the majority of the services to be rendered will be provided at the Agency's place of business.
- 10.0 **Supervision.** The Agency shall provide the Service Provider's staff with adequate instruction and supervision on a day-to-day basis, and is responsible for monitoring performance for compliance with Agency work standards.
- 11.0 **Independent Contractual Relationship.** The parties understand and agree that each is an independent contractor engaged in the operation of its own respective business, that neither party shall be considered to be the agent, master or servant of the other party for any purpose, and that neither has any general authority to enter into any contract, to assume any obligations or to make any warranties or representations on behalf of the other. Further, nothing in this Agreement is intended or shall be deemed to constitute a partnership, agency, employer employee, or a joint venture relationship between the Agency and the Service Provider. As an independent contractor, the Service Provider agrees that neither it nor its employees are employee(s) of the Agency, that the Agency is not

required to provide the Service Provider or its employees with worker's compensation insurance or any other insurance coverage or benefits, and that the Service Provider is responsible for all federal and state income, Social Security, Medicare, unemployment and disability taxes for its employees. EXCEPTION: Payrolled employees are temporary employees of the Agency, and are identified as such in the Addendum to this contractual agreement.

- 12.0 **Insurance.** The Service Provider agrees to maintain and not terminate all required insurance throughout the contract period.
- 13.0 **Indemnification.** The Agency and the Service Provider agree to hold each other harmless from and against any and all claims, demand, liabilities, suits, actions, losses, damages, costs, expenses and reasonable attorney's fees arising from the other party's negligent performance or breach of its obligations under this Agreement.
- 14.0 **Miscellaneous.**
- a) **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the provisions hercof, and the Agreement shall be construed in all respects as if such invalid or enforceable provision were omitted.
 - b) **Governing Law.** The Contract shall be subject to and governed by the laws of the State of North Carolina.
 - c) **Amendments.** The Agreement may not be amended, added to, or changed except by written agreement signed by the Agency and the Service Provider.
 - d) **Assignment.** Neither this Contract nor any rights or obligations created therein shall be assigned by the Agency without the express written consent of the Service Provider.
 - e) **Notices.** All notices provided for herein shall be in writing and served upon the parties at the then-current mailing address for each party.
 - f) **Non-Exclusive.** Both parties agree that this agreement is non-exclusive in that each party shall have the right to provide services to other entities and receive services from other entities.
 - g) **Employment.** We are an Equal Employment Opportunity Employer.

IN WITNESS WHEREOF, the Agency and the Service Provider caused this Agreement to be signed in the name by its officers duly authorized to do so.

VANGUARD PROFESSIONAL STAFFING, INC.

By: *Susan D. Pate*
Manager

08/05/2020
~~07/01/2020~~
Date

AGENCY: SAMPSON COUNTY DSS

By: *Sarah W. Bradshaw*
Director - Sarah W. Bradshaw

7/10/2020
Date

"This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act."

(Signature of Finance Officer)

Contract #22
Vanguard Professional Staffing Inc.

CONTRACT PROVIDER NAME: Vanguard Professional Staffing Inc.

CONTRACT NUMBER: 22

CONTRACT PERIOD: July 1, 2020 - June 30, 2021

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 Financial Assistance YES	5 points Purchase of Service NO
	YES	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

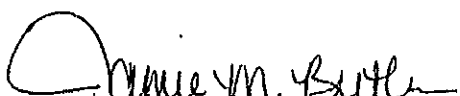
Note: The authorized individual(s) must place an X in one of the boxes below to indicate the type of contractual arrangement for this contract, then sign and date where indicated.

☐ FINANCIAL ASSISTANCE

☒ PURCHASE SERVICE


Signature of County Authorized Person

7-10-2020
DATE


Signature of Authorized Administrative Individual

07-10-2020
DATE

Revised effective 7-1-2013

Contract # 48 Fiscal Year Begins July 1, 2020 Ends June 30, 2021
Non-Emergency Medical Transportation

This contract is hereby entered into by and between the Sampson County Department of Social Services (the "County") and Roseboro Opco LLC DBA The Gardens of Roseboro (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or is 81-5133851 and DUNS Number _____ (required if funding from a federal funding source).

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) State Certification (Attachment M)
- (13) Certification - Non-Discrimination, Clean Air, Clean Water (Attachment N)
- (14) Contract Determination Questionnaire (required)

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, 2020 and shall terminate on June 30, 2021. This contract must be twelve months or less.

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 \$25,000.20 for the fiscal year. This amount consists of \$25,000.20 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.

6. Reversion of Funds:
Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

7. Reporting Requirements:
Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

8. Payment Provisions:

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

9. 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	360 County Complex Rd, Suite 100	Street Address	360 County Complex Rd, Suite 100
City, State, Zip	Clinton, NC 28328	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	Charles E. Trefzger Jr.	Name & Title	Charles E. Trefzger Jr.
Company Name	Roseboro Opco LLC	Company Name	Roseboro Opco LLC
	DBA The Gardens of Roseboro		DBA The Gardens of Roseboro
Street Address	PO Box 2568	Street Address	400 Second Avenue NE
City State Zip	Hickory, NC 28603	City State Zip	Hickory, NC 28601
Telephone	828-261-7312		
Fax	828-326-8109		
Email	cet@affinitylivinggroup.com		

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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 being retained by Contractor one being retained by County and one being retained by the County Finance Officer.

Signature

Charles E. Trefzger
Printed Name

Date

Manager
Title

COUNTY

Signature

Sarah W. Bradshaw
Printed Name

Date

DSS Director
Title

Signature (must be legally authorized to sign contracts for County)

Edwin W. Causey
Printed Name

Date

County Manager
Title

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

Signature of County Finance Director

Date

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 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 or the Contractor may terminate this contract without cause by giving 30 days written notice to the other party.

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.

- (a) **Data Security:** The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.
- (b) **Duty to Report:** The Contractor shall report a suspected or confirmed security breach to the local Department of Social Services/Human Services Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.
- (c) **Cost Borne by Contractor:** If any applicable federal, state, or local law, regulation, or rule requires the Contractor to give written notice of a security breach to affected persons, the Contractor shall bear the cost of the notice.

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.

E-Verify

Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov

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 #48

Federal Tax Id. 81-5133851

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Roseboro Opco LLC DBA The Gardens of Roseboro
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:

To provide appropriate Non-Emergency Medical Transportation to fully eligible clients certified for Medicaid (SIS Code 250) and per DHHS policy section 15200 at
https://economicbenefits.nc.gov/FN_A/FN_A/server/general/projects/Integrated%20Eligibility%20Manual/Integrated_Eligibility_Manual.htm#IEM_Home.htm :

- Roseboro Opco, LLC agrees to maintain records documenting compliance with all vehicle and employee requirements as specified in manual section 15200.100 of the NC DHHS Integrated Manual;
- Roseboro Opco, LLC agrees to report any changes such as insurance provider, business ownership, and provider enrollment status within 10 calendar days;
- Roseboro Opco, LLC agrees to grant Sampson County Department of Social Services access to monitor records to ensure all contract requirements are met;
- Roseboro Opco, LLC agrees to report all cancellations on the appointment logs submitted to Sampson County Department of Social Services;
- Roseboro Opco, LLC agrees to record all beneficiary complaints which deal with matters in Roseboro Opco's control, including the date that the complaint was made, the nature of the complaint and what steps were taken to resolve the complaint.
- Roseboro Opco, LLC agrees to maintain written policies and procedures regarding how drivers handle and report incidents, including client emergencies, vehicle breakdowns, accidents and other service delays;
- Roseboro Opco, LLC agrees to complete an NEMT assessment on all active Medicaid recipients and forward all documentation to the Sampson County Department of Social Services for approval before requesting reimbursement.
- Roseboro Opco, LLC agrees to use accurate billing codes on invoices to the local agency for reimbursements or filing claims.
- Roseboro Opco, LLC agrees to meet all NC Tracks Provider Enrollment requirements.
- Roseboro Opco, LLC agrees to provide NEMT services for their eligible residents.

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

Negotiated County Rate - \$2.15 per reimbursable mile. Maximum reimbursement under this contract is \$25,000.

D. Number of units to be provided:

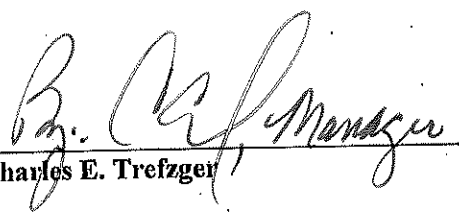
Estimated 11,628 reimbursable miles.

E. Details of Billing process and Time Frames:

Roseboro Opco, LLC will submit to DSS on or before the 10th 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. Roseboro Opco, LLC will utilize all mutually agreed upon invoice documents which must include appropriate billing codes per all relevant policy. Payment will be made through NC Tracks directly to Roseboro Opco, LLC.

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.


Charles E. Trefzger


Date 7/31/2020


Sarah W. Bradshaw


Date 7.10.2020

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).

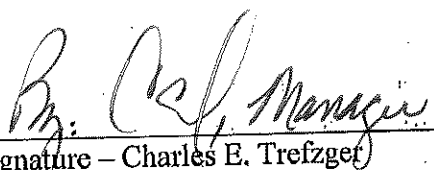
- II. The site(s) for the performance of work done in connection with the specific agreement are listed below:
Sampson County, Chapel Hill, Dunn, Durham, Fayetteville, Goldsboro, Raleigh, Wilmington and other service areas in North Carolina as deemed necessary.

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
45 C.F.R. Section 82.510, 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 – Charles E. Trefzger

Manager
Title


Roseboro Opco, LLC DBA The Gardens of Roseboro
Agency/Organization

7/31/2020
Date

(Certification signature should be same as Contract signature.)

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:

Roseboro Opco, LLC DBA The Gardens of Roseboro

Name of Organization

Charles E. Trefzger

Date

7/31/2020

NOTARIZED CONFLICT OF INTEREST POLICY

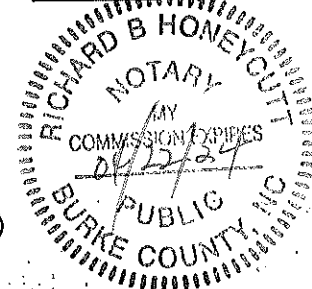
State of North Carolina

County of BURKE
~~Sampson~~

I, RICHARD B. HONEYCUTT, Notary Public for said County and State, certify that Charles E. Trefzger personally appeared before me this day and acknowledged that he/she is Manager of Roseboro Opco LLC DBA The Gardens of Roseboro 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 31st day of July, 2020.

Sworn to and subscribed before me this 31st day of July, 2020

(Official Seal)



Richard B. Honeycutt
Notary Public Signature

My Commission expires APRIL 22, 2024

**ATTACHMENT E
NO OVERDUE TAX DEBTS**

**ROSEBORO OPCO LLC
DBA THE GARDENS OF ROSEBORO**

P O Box 2568
Hickory, NC 28603
(828) 261-7312

July 31, 2020

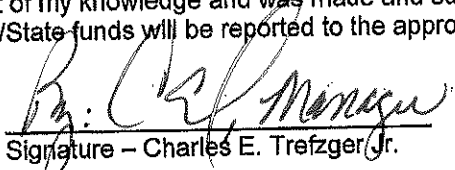
To: **Sampson County Department of Social Services**

Certification:

I certify that Roseboro Opco LLC does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. I 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.

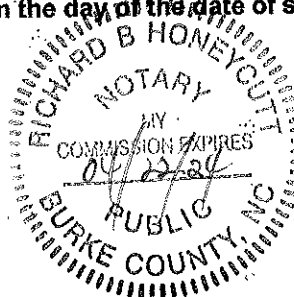
Sworn Statement:


Charles E. Trefzger Jr. being duly sworn, say that I am the Manager of Roseboro Opco LLC DBA The Gardens of Roseboro of Roseboro 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 Federal/State funds will be reported to the appropriate authorities for further action.


Signature - Charles E. Trefzger Jr.

Sworn to and subscribed before me on the day of the date of said certification.

(Official Seal)




Notary Public Signature

My Commission expires

April 22, 2024

¹ G.S. 105-243.1 defines: Overdue tax debt. — Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."

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 – Charles E. Trefzger

Manager

Title

Roseboro Opco LLC DBA The Gardens of Roseboro
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-CFR Title 2, Grants and Agreements, Part 200, 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 – Charles E. Trefzger

Manager
Title

Roseboro Opco LLC DBA The Gardens of Roseboro

7/31/2020

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.

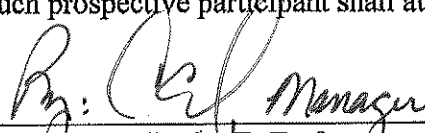
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person 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 – Charles E. Trefzger

Manager
Title

Roseboro Opco LLC DBA The Gardens of Roseboro
Agency/Organization

7/31/2020
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 July, 2020, by and between Sampson County Department of Social Services ("Covered Entity") and Roseboro Opco LLC DBA The Gardens of Roseboro ("Business Associate") (collectively the "Parties").

1. BACKGROUND

- a. Covered Entity and Business Associate are parties to a contract entitled Non-Emergency Medical Transportation (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.

SIGNATURE: _____

Charles E. Trefzger
Charles E. Trefzger
Roseboro Opco LLC DBA The Gardens of Roseboro

Date: _____

7/31/2020

ATTACHMENT J
CERTIFICATION REGARDING TRANSPORTATION

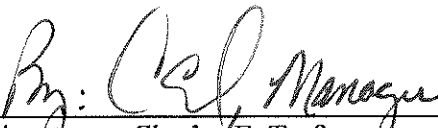
Sampson County Department of Social Services

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; *(Medicaid only)*
6. Insuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month; *(Medicaid only)*
7. Contractor will maintain records documenting the following *(County may require contractor to provide)*:
 - a. Valid current copies of Driver's 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*).

By: 
Signature – Charles E. Trefzger

Manager
Title

Roseboro Opco LLC DBA The Gardens of Roseboro
Agency/Organization

7/31/2020
Date

Attachment M

State Certification

Contractor Certifications Required by North Carolina Law

Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- G.S. 133-32: <http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf>
- G.S. 105-164.8(b): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- G.S. 143-48.5: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html
- G.S. 143-59.1: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- G.S. 143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- G.S. 143-133.3: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html
- G.S. 143B-139.6C: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf

Certifications

- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov
Local government is specifically exempt from Article 2 of Chapter 64 of the North Carolina General Statutes.
- However, local government is subject to and must comply with North Carolina General Statute 153A-99.1, which states in part as follows:
Counties Must Use E-Verify - Each county shall register and participate in E-Verify to verify the work authorization of new employees hired to work in the United States.
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
- (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and

(b) [Check one of the following boxes]

☒ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or

☐ The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.

(4) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.

(5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.

(6) The undersigned hereby certifies further that:

(a) He or she is a duly authorized representative of the Contractor named below;

(b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and

(c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name: Roseboro Opco LLC DBA The Gardens of Roseboro

Contractor's

Authorized Agent:

Signature

Charles E. Trefzger

Date

7/31/2020

Printed Name

Charles E. Trefzger

Title Manager

Witness:

Signature

J.M. Deaton

Date

7/31/2020

Printed Name

J.M. Deaton

Title

EXECUTIVE ASSISTANT

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

Contractor Certifications Required by North Carolina Law (Rev. 8/2016)

Attachment N

Sampson County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

Certification Regarding Nondiscrimination

The Contractor 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.

The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition

Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit <http://www.lep.gov>.

Ensuring Equal Opportunity Access for Persons with Disabilities: **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.

DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services", and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (TTY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: <http://www.ada.gov>.


IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

- a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

- e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
- (i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
- (ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
- g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).


Signature – Charles E. Trefzger

Roseboro Opco LLC DBA The Gardens of Roseboro
Agency/Organization

Manager
Title

7/31/2020
Date

(Federal Certification-Non-Discrimination, Clean Air, Clean Water) (01/2018)

1. The following information is provided for the purpose of the contract:

CONTRACT PROVIDER NAME: Roseboro Opco LLC DBA The Gardens of Roseboro

CONTRACT NUMBER: 48

CONTRACT PERIOD: July 1, 2020 - June 30, 2021

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 Financial Assistance YES	5 points 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

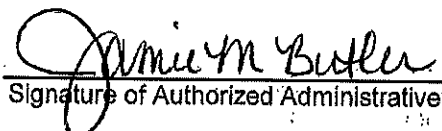
Note: The authorized individual(s) must place an X in one of the boxes below to indicate the type of contractual arrangement for this contract, then sign and date where indicated.

☐ FINANCIAL ASSISTANCE

☒ PURCHASE SERVICE


Signature of County Authorized Person

7-10-2020
DATE


Signature of Authorized Administrative Individual

July 9 2020
DATE

Contract # 49 Fiscal Year Begins July 1, 2020 Ends June 30, 2021
Non-Emergency Medical Transportation

This contract is hereby entered into by and between the Sampson County Department of Social Services (the "County") and WP-Clinton Health Holdings LLC DBA The Magnolia (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or is 46-1408506 and DUNS Number _____ (required if funding from a federal funding source).

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) State Certification (Attachment M)
- (13) Certification - Non-Discrimination, Clean Air, Clean Water (Attachment N)
- (14) Contract Determination Questionnaire (required)

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, 2020 and shall terminate on June 30, 2021. This contract must be twelve months or less.

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 \$25,000.20 for the fiscal year. This amount consists of \$25,000.20 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.

6. Reversion of Funds:

Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

7. Reporting Requirements:

Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

8. Payment Provisions:

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

9. 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	360 County Complex Rd, Suite 100	Street Address	360 County Complex Rd, Suite 100
City, State, Zip	Clinton, NC 28328	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	Charles E. Trefzger Jr.	Name & Title	Charles E. Trefzger Jr.
Company Name	WP-Clinton Health Holdings LLC	Company Name	WP-Clinton Health Holdings LLC
	DBA The Magnolia		DBA The Magnolia
Street Address	PO Box 2568	Street Address	400 Second Avenue NE
City State Zip	Hickory, NC 28603	City State Zip	Hickory, NC 28601
Telephone	828-261-7312		
Fax	828-326-8109		
Email	cet@affinitylivinggroup.com		

10. 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.

11. Disbursements:

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

- Implement adequate internal controls over disbursements;
- 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.

12. 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.

13. Federal Certifications:

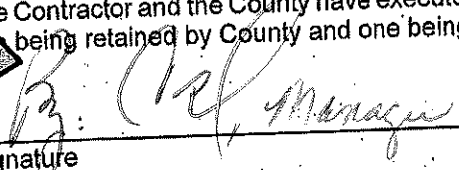
Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, 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.


14. 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.

15. 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 being retained by Contractor and one being retained by County and one being retained by the County Finance Officer.


Signature _____ Date 7/31/2020
Charles E. Trefzger _____ Manager
Printed Name _____ Title

COUNTY

Signature (must be legally authorized to sign contracts for DSS) _____ Date 7-10-2020
Sarah W. Bradshaw _____ DSS Director
Printed Name _____ Title

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

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

Signature of County Finance Director

Date

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-owner 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 or the Contractor may terminate this contract without cause by giving 30 days written notice to the other party.

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.

- (a) **Data Security:** The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.
- (b) **Duty to Report:** The Contractor shall report a suspected or confirmed security breach to the local Department of Social Services/Human Services Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.
- (c) **Cost Borne by Contractor:** If any applicable federal, state, or local law, regulation, or rule requires the Contractor to give written notice of a security breach to affected persons, the Contractor shall bear the cost of the notice.

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.

E-Verify

Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov

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. 46-1408506

Contract #49

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: WP-Clinton Health Holdings LLC DBA The Magnolia
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:

To provide appropriate Non-Emergency Medical Transportation to fully eligible clients certified for Medicaid (SIS Code 250) and per DHHS policy section 15200 at https://economicbenefits.nc.gov/FN_A/FN_A/server/general/projects/Integrated%20Eligibility%20Manual/Integrated_Eligibility_Manual.htm#IEM_Home.htm :

- WP-Clinton Health Holdings agrees to maintain records documenting compliance with all vehicle and employee requirements as specified in manual section 15200.100 of the NC DHHS Integrated Manual;
- WP-Clinton Health Holdings agrees to report any changes such as insurance provider, business ownership, and provider enrollment status within 10 calendar days;
- WP-Clinton Health Holdings agrees to grant Sampson County Department of Social Services access to monitor records to ensure all contract requirements are met;
- WP-Clinton Health Holdings agrees to report all cancellations on the appointment logs submitted to Sampson County Department of Social Services;
- WP-Clinton Health Holdings agrees to record all beneficiary complaints which deal with matters in WP-Clinton Health Holdings' control, including the date that the complaint was made, the nature of the complaint and what steps were taken to resolve the complaint.
- WP-Clinton Health Holdings agrees to maintain written policies and procedures regarding how drivers handle and report incidents, including client emergencies, vehicle breakdowns, accidents and other service delays;
- WP-Clinton Health Holdings agrees to complete an NEMT assessments on all active Medicaid recipients and forward all documentation to the Sampson County Department of Social Services for approval before requesting reimbursement.
- WP-Clinton Health Holdings agrees to use accurate billing codes on invoices to the local agency for reimbursements or filing claims.
- WP-Clinton Health Holdings agrees to meet all NC Tracks Provider Enrollment requirements.
- WP-Clinton Health Holdings agrees to provide NEMT services for their eligible residents.

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

Negotiated County Rate - \$2.15 per reimbursable mile. Maximum reimbursement under this contract is \$25,000.

D. Number of units to be provided:


Estimated 11,628 reimbursable miles.

E. Details of Billing process and Time Frames:


WP-Clinton Health Holdings will submit to DSS on or before the 10th 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. WP-Clinton Health Holdings will utilize all mutually agreed upon invoice documents which must include appropriate billing codes per all relevant policy. Payment will be made through NC Tracks directly to WP-Clinton Health Holdings LLC.

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.


Charles E. Trefzger

7/31/2020
Date


Sarah W. Bradshaw

7.10.2020
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 as deemed necessary.

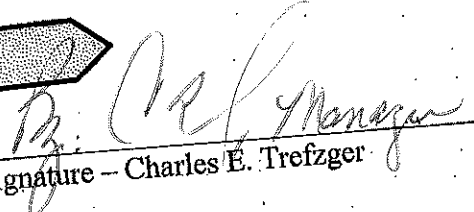
Contractor will inform the County of any additional sites for performance of work under this agreement.

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
45 C.F.R. Section 82.510. 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 – Charles E. Trefzger

WP-Clinton Health Holdings LLC DBA The Magnolia
Agency/Organization

Manager
Title

7/31/2020
Date

(Certification signature should be same as Contract signature.)

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:

WP-Clinton Health Holdings LLC DBA The Magnolia
Name of Organization

Charles E. Trefzger

Date

7/31/2020

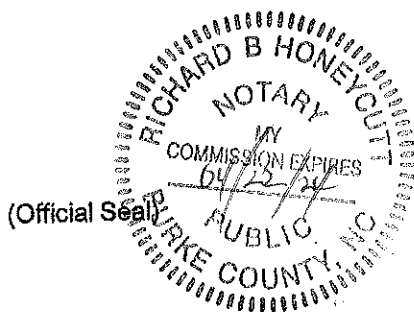
NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of BURKE
Sampson

I, RICHARD B. HONEYCUTT, Notary Public for said County and State, certify that Charles E. Trefzger personally appeared before me this day and acknowledged that he/she is Manager of WP-Clinton Health Holdings LLC DBA The Magnolia 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 31st day of July, 2020.

Sworn to and subscribed before me this 31st day of July, 2020



Richard B. Honeycutt
Notary Public Signature

My Commission expires

APRIL 22, 2024

**ATTACHMENT E
NO OVERDUE TAX DEBTS**

**WP-CLINTON HEALTH HOLDINGS LLC
DBA THE MAGNOLIA**

P O Box 2568
Hickory, NC 28603
(828) 261-7312

July 1, 2020

To: Sampson County Department of Social Services

Certification:

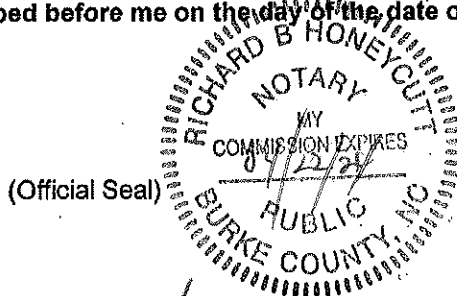
I certify that WP-Clinton Health Holdings LLC does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, state, or local level. I further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable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

Sworn Statement:

Charles E. Trefzger Jr. being duly sworn, say that I am the Manager of WP-Clinton Health Holdings LLC DBA The Magnolia 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 Federal/State funds will be reported to the appropriate authorities for further action.

Signature – Charles E. Trefzger Jr.

Sworn to and subscribed before me on the day of the date of said certification.



Notary Public Signature

My Commission expires April 22, 2024

¹ G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."

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.

By: Charles E. Trefzger
Signature - Charles E. Trefzger

Manager
Title

WP-Clinton Health Holdings LLC DBA The Magnolia
Agency/Organization

7/31/2020
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-CFR Title 2, Grants and Agreements, Part 200, 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.

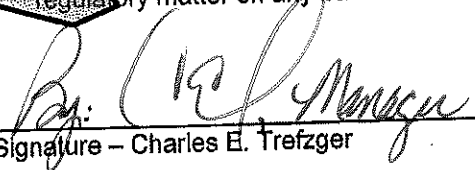
- (1) Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof, 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 – Charles E. Trefzger

WP-Clinton Health Holdings LLC DBA The Magnolia
Agency/Organization

Manager
Title

7/31/2020
Date

ATTACHMENT H

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

Sampson County Department of Social Services

Instructions for Certification

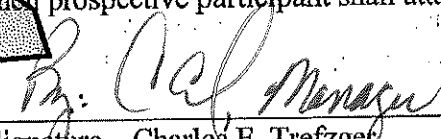
1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined 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 – Charles E. Trefzger

Manager
Title

WP-Clinton Health Holdings LLC DBA The Magnolia
Agency/Organization

7/31/2020
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 July, 2020, by and between Sampson County Department of Social Services ("Covered Entity") and WP-Clinton Health Holdings LLC DBA The Magnolia ("Business Associate") (collectively the "Parties").

1. BACKGROUND

- a. Covered Entity and Business Associate are parties to a contract entitled Non-Emergency Medical Transportation (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.

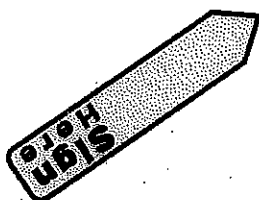
SIGNATURE: _____

By: Charles E. Trefzger
Charles E. Trefzger

WP-Clinton Health Holdings LLC DBA The Magnolia

Date: _____

7/31/2020



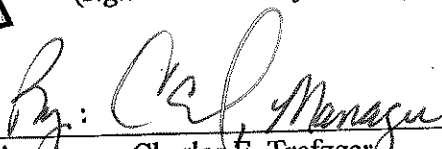
ATTACHMENT J

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; (*Medicaid only*)
6. Insuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month; (*Medicaid only*)
7. Contractor will maintain records documenting the following (*County may require contractor to provide*):
 - a. Valid current copies of Driver's 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 - Charles E. Trefzger

WP-Clinton Health Holdings LLC DBA The Magnolia
Agency/Organization

Manager
Title

7/31/2020
Date

Attachment M

State Certification

Contractor Certifications Required by North Carolina Law

Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- G.S. 133-32: <http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf>
- G.S. 105-164.8(b): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- G.S. 143-48.5: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html
- G.S. 143-59.1: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- G.S. 143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- G.S. 143-133.3: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html
- G.S. 143B-139.6C: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf

Certifications

- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov
Local government is specifically exempt from Article 2 of Chapter 64 of the North Carolina General Statutes. However, local government is subject to and must comply with North Carolina General Statute 153A-99.1, which states in part as follows:
Counties Must Use E-Verify - Each county shall register and participate in E-Verify to verify the work authorization of new employees hired to work in the United States.
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
 - (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
 - (b) [Check one of the following boxes]
☒ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or
☐ The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
 - (a) He or she is a duly authorized representative of the Contractor named below;
 - (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
 - (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name: WP-Clinton Health Holdings LLC DBA The Magnolia

Contractor's Authorized Agent: Signature [Signature] Date 7/31/2020

Printed Name Charles E. Trefzger Title Manager

Witness: Signature [Signature] Date 7/31/2020

Printed Name J.M. DEATON Title EXECUTIVE ASSISTANT

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

Attachment N

Sampson County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

Certification Regarding Nondiscrimination

The Contractor 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.

The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60). The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit <http://www.lep.gov>.

Ensuring Equal Opportunity Access for Persons with Disabilities: **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.

DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in

limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (TTY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: <http://www.ada.gov>.

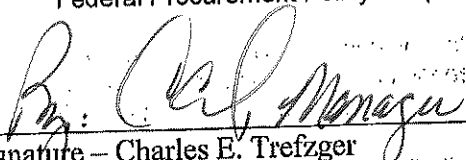
IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

- a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
 - (i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and

- (ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
- g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).


Signature – Charles E. Trefzger
WP Clinton Health Holdings LLC DBA The Magnolia
Agency/Organization

Manager
Title
7/31/2020
Date

CONTRACT PROVIDER NAME: WP- Clinton Health Holdings LLC DBA The Magnolia

CONTRACT NUMBER: 49

CONTRACT PERIOD: July 1, 2020 - June 30, 2021

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 Financial Assistance YES	5 points Purchase of Service NO
1 Does the provider determine eligibility?		5
2 Does the provider provide administrative functions such as Develop program standards procedure 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 County Authorized Person

7.1.2020
DATE


Signature of Authorized Administrative Individual

July 9, 2020
DATE

Revised effective 7-1-2013

**Contract #8 Fiscal Year Begins July 1, 2020 Ends June 30, 2021
State In-Home Services**

This contract is hereby entered into by and between the Sampson County Department of Social Services (the "County") and Sampson Home Health administered through Sampson Regional Medical Center (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number is 56-0562304 and DUNS Number 075571455 (required if funding from a federal funding source).

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) State Certification (Attachment M)
- (12) Certification Regarding Non-Discrimination, Clean Air Act, Clean Water Act (Attachment N)
- (13) Contract Determination Questionnaire (required)

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, 2020 and shall terminate on June 30, 2021. This contract must be twelve months or less.

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 \$11,433.00. 0 This amount consists of \$10,000.00 in Federal funds (CFDA #93.667), \$0. in State Funds, \$1,433.00 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.

6. Reversion of Funds:

Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

12. 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.

13. 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.

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 being retained by Contractor one being retained by County and one being retained by the County Finance Officer.

Signature

Date

Shawn Howerton

Chief Executive Officer

Printed Name

Title

COUNTY

Signature (must be legally authorized to sign contracts for DSS)

Date

Sarah W. Bradshaw

DSS Director

Printed Name

Title

Signature (must be legally authorized to sign contracts for County)

Date

Edwin W. Causey

County Manager

Printed Name

Title

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

Signature of County Finance Director

Date

David K. Clack

7. Reporting Requirements:

Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

8. Payment Provisions:

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

- 9. 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	360 County Complex Rd, Suite 100	Street Address	360 County Complex Rd, Suite 100
City, State, Zip	Clinton, NC 28328	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	Shawn Howerton, CEO	Name & Title	Shawn Howerton, CEO
Company Name	Sampson Home Health	Company Name	Sampson Home Health
Mailing Address	518 Beamon Street	Mailing Address	518 Beamon Street
City State Zip	Clinton, NC 28328	City State Zip	Clinton, NC 28328
Telephone	910-590-5312		
Fax	910-590-2565		
Email	dfhobson@sampsonrhc.org		

10. 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.

11. 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;

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/underinsured 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 or the Contractor may terminate this contract without cause by giving 30 days written notice to the other party.

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.

- (a) **Data Security:** The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.
- (b) **Duty to Report:** The Contractor shall report a suspected or confirmed security breach to the local Department of Social Services/Human Services Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.
- (c) **Cost Borne by Contractor:** If any applicable federal, state, or local law, regulation, or rule requires the Contractor to give written notice of a security breach to affected persons, the Contractor shall bear the cost of the notice.

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.

E-Verify

Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov

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 #10

Federal Tax Id. 56-0562304

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Sampson Home Health
2. Name of Program (s): State In-Home Services
3. Status: ☐ Public ☒ Private, Not for Profit ☐ Private, For Profit
4. Contractor's Financial Reporting Year: October through September

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

042 - Level II Personal Care-In-Home Aide Services at this level are intended to provide support to persons/families who predominately require assistance with basic personal care/activities of daily living but does not preclude providing assistance with home management tasks. Provision of both the personal care and home management tasks can be done for or in support of the person/family when capacities are diminishing or when he/they are striving to maintain or improve personal or family functioning. Persons/families to be served include those who are medically stable and partially dependent in activities of daily living (ADL) functioning (1 or 2 ADLs) due to physical and/or mental impairment; or who have maintenance needs and/or rehabilitative potential. In addition to their predominate personal care needs, person/families may also have increased IADL needs (2-4) requiring additional support to maintain/achieve overall functioning.

C. Rate per unit of Service (define the unit):

Negotiated County Rate - \$16.00 per unit for service code 042.

D. Number of units to be provided:

714.56 units

E. Details of Billing process and Time Frames:

The Contractor will bill the Sampson County Department of Social Services monthly for services provided to eligible clients. The Sampson County Department of Social Services is not responsible for units of services provided to clients who are not eligible at the time service is delivered. The Contractor is responsible for contacting the Sampson County Department of Social Services Adult Services Supervisor or Social Worker to ensure a client is eligible prior to providing services to any client.

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

Sampson County and other areas as needed or directed by the agency - To Be Determined by the client's place of residence

Shawn Howerton

Date

Sarah W. Bradshaw

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 as deemed necessary.

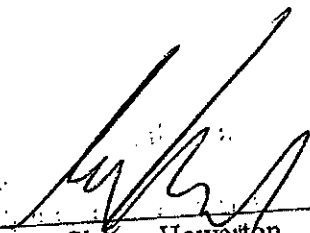
Contractor will inform the County of any additional sites for performance of work under this agreement.

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
45 C.F.R. Section 82.510. 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 – Shawn Howerton
Sampson Home Health
Agency/Organization

Chief Executive Officer
Title
8/3/2020
Date

(Certification signature should be same as Contract signature.)

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 Home Health
Name of Organization

Shawn Howerton

8/3/2020
Date

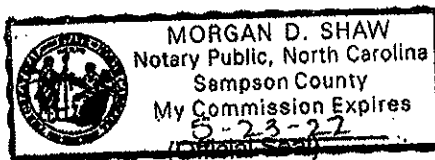
NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of Sampson

Morgan Shaw, Notary Public for said County and State, certify that Shawn Howerton personally appeared before me this day and acknowledged that he/she is Chief Executive Officer of Sampson Home Health 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, 2020.

Sworn to and subscribed before me this 3rd day of August, 2020



Morgan D. Shaw
Notary Public Signature

My Commission expires May 23, 20 22

**ATTACHMENT E
NO OVERDUE TAX DEBTS**

SAMPSON HOME HEALTH

518 Beamon Street
Clinton, NC 28328
(910) 590-5312

July 1, 2020

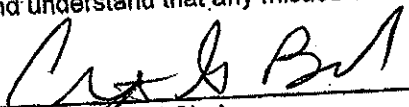
To: **Sampson County Department of Social Services**

Certification:

We certify that Sampson Home Health 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.

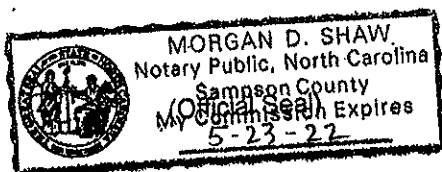
Sworn Statement:

Curtis Barwick and Shawn Howerton being duly sworn, say that we are the Board Chair and Chief Executive Officer, respectively, of Sampson Regional Medical Center of Clinton in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.


Curtis Barwick, Board Chair


Shawn Howerton, Chief Executive Officer

Sworn to and subscribed before me on the day of the date of said certification.




Notary Public Signature

My Commission expires May 23, 20 22

G.S. 105-243.1 defines: Overdue tax debt. - Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."

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

Chief Executive Officer

Title

Sampson Home Health
Agency/Organization

Date

8/3/2020

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-CFR Title 2, Grants and Agreements, Part 200, 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.

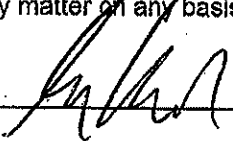
Paragraph C:

- (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



Chief Executive Officer
Title

Sampson Home Health
Agency/Organization

Date

8/3/2020

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.

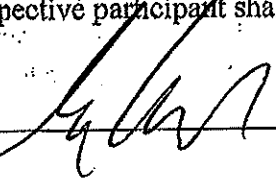
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition 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



Chief Executive Officer

Title

Sampson Home Health
Agency/Organization

Date

8/3/2021

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 July, 2020, by and between Sampson County Department of Social Services ("Covered Entity") and Sampson Home Health ("Business Associate") (collectively the "Parties").

1. BACKGROUND

- a. Covered Entity and Business Associate are parties to a contract entitled State In-Home 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.

SIGNATURE: _____

Shawn Howerton
Sampson Home Health

Date: _____

8/3/2020

ATTACHMENT M

State Certification

Contractor Certifications Required by North Carolina Law

Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- G.S. 133-32: <http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf>
- G.S. 105-164.8(b): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- G.S. 143-48.5: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html
- G.S. 143-59.1: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- G.S. 143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- G.S. 143-133.3: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html
- G.S. 143B-139.6C: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf

Certifications:

- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov
- Local government is specifically exempt from Article 2 of Chapter 64 of the North Carolina General Statutes. However, local government is subject to and must comply with North Carolina General Statute 153A-99.1, which states in part as follows:
Counties Must Use E-Verify - Each county shall register and participate in E-Verify to verify the work authorization of new employees hired to work in the United States.
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
- (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
- (b) [Check one of the following boxes]
- ☒ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or
- ☐ The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
- (a) He or she is a duly authorized representative of the Contractor named below;
- (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
- (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name: Sampson Home Health

Signature of Contractor's Authorized Agent

Date

Printed Name of Contractor's Authorized Agent
Shawn Howerton

Title
Chief Executive Officer

Signature of Witness

Title

Printed Name of Witness

Date

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

ATTACHMENT N

Sampson County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

Certification Regarding Nondiscrimination

The Contractor 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.

The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60). The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP Individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit <http://www.lep.gov>.

Ensuring Equal Opportunity Access for Persons with Disabilities: **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.

DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (TTY) or have access to an equally effective electronic telecommunications system to

communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: <http://www.ada.gov>.

IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

- a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
 - (i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
 - (ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
- g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

Signature Shawn Howerton

Chief Executive Officer

Title

Sampson Home Health
Agency/Organization

Date

8/3/2027

CONTRACT PROVIDER NAME: Sampson Home Health

CONTRACT NUMBER: 8

CONTRACT PERIOD: July 1, 2020 - June 30, 2021

PROVIDER'S FISCAL YEAR: October 1 - September 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 Financial Assistance YES	5 points Purchase of Service NO
	YES	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 County Authorized Person

7-10-2020
DATE


Signature of Authorized Administrative Individual

July 9, 2020
DATE


COUNTY OF SAMPSON

DEPARTMENT OF PUBLIC WORKS

827 S.E. Blvd. • P.O. Box 1280 • Clinton, North Carolina 28328
(910) 592-0188 • Fax No. (910) 592-7242

L.E. Reynolds, P.E.
Public Works Director

TO: SAMPSON COUNTY BOARD OF COMMISSIONERS
FROM: L.E. REYNOLDS, PE, PUBLIC WORKS DIRECTOR
SUBJECT: FBO APRON PROJECT BOARD APPROVAL
DATE: 8/27/2020
CC: ED CAUSEY, COUNTY MANAGER



At their regularly scheduled meeting on August 12, 2020, the Sampson County Airport Authority voted unanimously to recommend that the Board of Commissioners proceed with the FBO Apron Rehabilitation Project, which is described below.

IDENTIFICATION OF PROJECT:

This FBO Apron Rehabilitation Project at Clinton-Sampson County Airport consists of the design, bidding and grant administration for approximately 4,400-square yards of existing asphalt apron. One side of the apron provides direct access to two aircraft hangars, the northwest and southwest sides connect to a taxiway and taxi-lane respectively, and the northeast side continues to an existing apron.

In general, the Project consists of the removal of the existing asphalt pavement and base material and replace with new base material asphalt pavement and re-paint apron.

This is a rehabilitation project and NOT a strengthening nor reconstruction project.

The project will be funded by the NCDOT-Division of Aviation.

TASK ORDER No. 2019-01

**DESIGN, BIDDING, AND SUBCONSULTANT SERVICES
FBO APRON REHABILITATION
AT
CLINTON-SAMPSON COUNTY AIRPORT
CLINTON, NC**

Scope of Services for Professional Consulting Services, as referenced in the Basic Services Agreement between Sampson County, The City of Clinton (CLIENT) and AVCON Engineers & Planners, Inc. (CONSULTANT), dated June 25, 2019.

IDENTIFICATION OF PROJECT:

This FBO Apron Rehabilitation Project (Project) at Clinton-Sampson County Airport (Airport) consists of the design, bidding and grant administration for approximately 4,400-square yards of existing asphalt apron. One side of the apron provides direct access to two aircraft hangars, the northwest and southwest sides connect to a taxiway and taxilane respectively, and the northeast side continues to an existing apron.

In general, the Project consists of the removal of the existing asphalt pavement and base material and replace with new base material asphalt pavement and re-paint apron.

This is a rehabilitation project and NOT a strengthening nor reconstruction project.

Project Limits Exhibit 1.1 is attached and depicts the scope and intent of the project.

SPECIFIC SCOPE OF SERVICES:

The **Scope of Services** is outlined below and more fully described following the outline.

Basic Services

1. Pre-Design – Pre-Design will include project scoping, environmental documentation, geotechnical engineering and surveying of the project area.
2. Preliminary Design – Provide Preliminary Design (30%) for the full taxiway rehabilitation. Preliminary Design will include review of existing geometry and grades for compliance with current FAA criteria. This approach will allow CLIENT, NCDOA and FAA to make informed decisions for consensus to move into final design.
3. Final Design – Using approved preliminary plans, develop and prepare 60%, 90% and 100% (As-Bid) Plans and Specifications.
4. Bidding Phase

Special Services

1. Pre-Design Simple Written Record Categorical Exclusion
2. Pre-Design Topographic Field Surveying Services via subconsultant extending 100-feet off the edge of the existing apron to be reconstructed. The associated connector taxiway and taxilanes will also be surveyed to provide for tie-in of pavements.
3. Pre-Design Geotechnical Investigation and Testing Services will be completed via subconsultant and include review of the existing pavement thickness and soil testing for proposed pavement design. Utility locations will also be completed along to avoid conflicts with boring locations.
4. Grant Administration and Support Services

The CONSULTANT will obtain and provide via subconsultant the necessary pre-design topographic field survey to supplement information provided by the CLIENT. Geotechnical investigations and testing will be provided and completed via subconsultant. The CONSULTANT will utilize, to the greatest extent possible, any materials, digital files, project documents or specifications provided by the CLIENT.

After acceptance by the CLIENT of this Task Order (TO #2019-1), and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the project desired by the CLIENT, and upon written authorization from the CLIENT, CONSULTANT shall proceed with the following project tasks:

Basic Services

A. Pre-Design Phase

CONSULTANT, under Pre-Design Phase, shall:

1. Arrange and conduct a “project kickoff meeting” with the CLIENT, tenants, and NCDOA at the Airport.
2. Develop project scope, fee, and design schedule. Coordinate with CLIENT and NCDOA for response to scope and fee reviews.
3. Categorical Exclusion Documentation (CatEx): A simple written record categorical exclusion document (CatEx) will be prepared for this project. Information provided by CLIENT will serve as the basis of the CatEx. If more than a simple written record CatEx is required for this project, a contract amendment for the additional services will be prepared.
4. Coordination of Topographic Field Survey Services to be provided by a subconsultant. Incorporate field survey information into project base files.

5. Coordination of Geotechnical Investigations to be provided by a subconsultant at the Airport. Review data against other recorded information for consistency.

The Pre-Design Phase will be considered complete upon completion of all field work and approval by the NCDOA of the simple written record CatEx.

B. Preliminary Design Phase

CONSULTANT, under Preliminary Design Phase, shall:

6. Initiate preliminary design and prepare preliminary plans (30% level) to support determining the approximate limits of the project and construction, and further identify and quantify project items; and conduct site visit and field reviews along with a 30% preliminary design review meeting with CLIENT and NCDOA. It is anticipated that the one meeting will be held at the AIRPORT.
7. Provide an Engineer's Design Report (30%) documenting design and technical criteria and data used for the project.
8. Prepare order of magnitude cost estimate for the 30% plans submittal.

The Preliminary Design Phase will be considered complete upon the submittal of the 30% documents to the CLIENT.

C. Design Phase

CONSULTANT, under Final Design Phase, shall:

1. Prepare final design and construction drawings for the Project, indicating the scope, extent, and character of the work to be constructed under this project. Technical specifications and Project Manual will be prepared in general conformance with FAA requirements and standards, and as necessary, NCDOT or NCDEQ format.
2. Provide technical criteria, written descriptions, and design data for CLIENT's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project and assist CLIENT in consultations with appropriate authorities.
3. Prepare opinion of probable construction cost.
4. Perform or provide, in general, the following Design Phase tasks:

Associated drawings and specifications necessary to define limits of the Project including:

- geometrics (horizontal control and vertical/profile information)
- pavement designs

- typical sections
 - grading and contouring
 - erosion and sediment control
 - coordinate with CLIENT regarding other related projects and plans at the airport
 - details, notes and information regarding safety plans, construction phasing and sequencing to minimize airport operational impacts, and other similar documentation.
5. Conduct one (1) project design meetings with the CLIENT, NCDOA, and tenants (including environmental agencies or groups as required). Working and coordinating with the CLIENT, attempt to schedule project meetings such that involved agencies and groups could attend.
 6. Coordinate with NCDOA for minority goals to be included in the contract provisions prior to the 90% submittal for inclusion in the 90% project submittal.
 7. Prepare and submit construction plans, specifications, project manual, engineer's report, and cost estimates at 60%, 90%, and 100% final levels of completion (1 each to CLIENT, NCDOA; conduct project plans review meeting (1) with CLIENT and NCDOA coinciding with submittal for 60% and 90% plans and documents (two meetings in total).
 8. Prepare and furnish Bidding Documents for review and approval by CLIENT and assist CLIENT in the preparation of other related documents.
 9. Submit two (2) final copies of the Bidding Documents and opinion of probable construction cost to CLIENT.
 10. CONSULTANT's services under the Design Phase will be considered complete on the date when the final Bid Documents for the Project have been delivered to CLIENT.
 11. A list of anticipated project drawings is attached on the fee spreadsheet.
 12. Provide technical criteria, written descriptions, and design data for CLIENT's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project and assist CLIENT in consultations with appropriate authorities.
 13. Prepare opinion of probable construction cost.

The Design Phase will be considered complete upon the submittal of the 100% documents to the CLIENT.

D. Bidding Phase

Upon authorization by the CLIENT to proceed, CONSULTANT shall:

1. Assist the CLIENT in advertising for and obtaining bids for the work and, where applicable maintain a record of prospective bidders to whom Bidding Documents have been issued, attend and conduct one (1) Pre-bid meeting. Bid documents will be made available for prospective bidders through plan rooms, at a fee determined at that time.
2. Issue addenda as appropriate to answer questions presented to the CONSULTANT, clarify, correct, or change the Bidding Documents.
3. Attend and conduct one (1) Bid Opening and prepare Bid Tabulation
4. Consult with the CLIENT as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.
5. Assist the CLIENT in evaluating Bids and in assembling and awarding a construction contract for the Work.

The Bidding Phase will be considered complete upon the CLIENT's award of a construction contract.

The CLIENT and NCDOA will be provided Released for Construction (RFC) Documents (1 hard copy set and PDFs to CLIENT and NCDOA); NCDOA will also be provided AutoCad Drawing Record Plan files.

Special Services

- A. **Pre-Design Topographic Field Surveying Services** via subconsultant extending 100-feet off the edge of the existing apron to be reconstructed. The associated connector taxilane and taxiways will also be surveyed to provide for tie-in of pavements. Utility locations will also be completed along with the survey.
- B. **Pre-Design Geotechnical Investigation and Testing Services** will be completed via subconsultant and include existing pavement thickness, and soil testing for proposed pavement design.
- C. **Grant Administration and Support Services** - The CONSULTANT will assist and support the CLIENT in the preparation of required and mandated grant related applications and forms, documents and documentation, such as developing, updating and maintain project schedules and cash flow, progress reports, requests for interim payments and other related documents, submissions, and grant processes required in accordance with current CLIENT rules and procedures for compliance with grant requirements.

- D. **Categorical Exclusion Documentation (CatEx)** - A simple written record categorical exclusion document (CatEx) will be prepared for this project. The information gathered as part of the Project design, as well as, information provided by the CLIENT will serve as the basis of the CatEx. If more than a CatEx is required for this project, a contract amendment for the additional services will be prepared.

SCHEDULE

The tentative schedule for this Project is to have Bid Documents completed within five (5) months of issuance of the Notice to Proceed. See the attached project schedule for an in-depth break out of key project dates.

The CONSULTANT's design and construction phase services task order for this project will be developed (and contracted with DPL and NCDOA) after completion of the 90% design submittal and prior to the CLIENT issuing a "Notice to Proceed" to the contractor.

DELIVERABLES

(All deliverables for design and bidding will meet the requirements of AV100 Checklist dated 7-20-20.)

- A. Prepare and submit construction plans, specifications, and cost estimates at 30%, 60% and 90% levels of completion (2 sets of plans to the CLIENT (hard, digital, and AutoCad copy) and NCDOA (digital))
- B. Prepare and submit to CLIENT and NCDOA for review and comments, a pdf copy of the Construction Safety and Phasing Plan (CSPP) and 7460 Form. A copy of a completed CSPP Checklist will be submitted for review, with NCDOA comments uploaded with the plans into OE/AAA for FAA review and comments.
- C. Submit 2 final hard copy of the Bidding Documents to the CLIENT and opinion of probable construction cost to CLIENT. Submit a PDF of the final Bidding Documents to NCDOA.

ASSUMPTIONS

- A. Existing and recent project related information provided by the CLIENT will be used to the maximum extent possible for the project.
- B. Submittals of project plans will be made at the 30%, 60%, and 90% level for review and comments by the CLIENT, and/or the NCDOA. Comments will be incorporated into the 100%/final plans and specifications issued for bidding. The CONSULTANT will communicate, coordinate and meet and/or discuss with the CLIENT the various elements of the project throughout the design phase.
- C. The engineer's opinion of probable construction cost will be provided to the CLIENT as part of the Engineer's Design Report accompanying each interim submittal.

D. Meetings (CLIENT office or AIRPORT) will be as follows:

1. Pre-Design – kickoff meeting (1),
2. Preliminary Design - site visit w/ 30% review meeting (1),
3. Final Design – review meeting (2)

All meetings except for the kickoff meeting will be attended by two people.

E. Construction plans will be prepared assuming one prime construction contractor.

F. The Project will be a stand-alone project that will be bid as a complete project. The timing for construction will be closely coordinated with the CLIENT.

G. The CLIENT will be responsible for fees related to advertising the project and for any necessary permits (such as erosion and sediment control). The CONSULTANT will coordinate with the CLIENT and will assist in the grant reimbursement process for reimbursements.

H. There are no Modification to FAA Standards anticipated or planned for this project.

SERVICES NOT INCLUDED IN THIS TASK ORDER

If authorized in writing by CLIENT, CONSULTANT shall furnish or obtain from others Additional Services of the types listed below. Compensation for services shall be paid for by CLIENT in accordance with the hourly rate schedule in affect at the time the services are requested.

1. Preparation of applications and supporting documents (in addition to those CLIENT and FAA grant applications and supporting documentation furnished under Basic Services) for private or governmental grants, loans or advances in connection with the PROJECT; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the PROJECT of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the PROJECT.
2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by CLIENT beyond the scope and limits of this PROJECT.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the PROJECT designed or specified by CONSULTANT or its design requirements including, but not limited to, changes in size, complexity, CLIENT's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, drawings, specifications, or contract documents when such revisions are required by

changes in Laws and Regulations enacted subsequent to the effective date of this agreement or are due to any other causes beyond CONSULTANT's control.

4. Providing artistic renderings or models for CLIENT's use.
5. Construction administration services are not part of this scope of work.
6. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the PROJECT; evaluating processes available for licensing, and assisting CLIENT in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by CLIENT.
7. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value consulting, and constructability review requested by CLIENT; and performing or furnishing services required to revise studies, reports, drawings, specifications, or other bidding documents as a result of such review processes, except as required by CLIENT and NCDOA/FAA.
8. Preparing additional bidding documents or contract documents for alternate bids or prices requested by CLIENT for the work, beyond those previously outlined in this task order.
9. Aiding in resolving any hazardous environmental condition in compliance with current laws and regulations.
10. Preparation of operation and maintenance manuals.
11. Preparing to serve or serving as a CONSULTANT or witness for CLIENT in any litigation, arbitration or other dispute resolution process related to the PROJECT.
12. Other services performed or furnished by CONSULTANT not otherwise provided for in this Agreement.

METHOD OF COMPENSATION

For the FBO Apron Rehabilitation Project at the Clinton-Sampson County Airport consisting of the Scoping and Project Development, preliminary design and final design for an apron rehabilitation, as previously described, a total project fee of \$85,705.00 as shown and distributed below:

Basic Services

- TASK 1 – Pre-Design– a Lump Sum fee of \$11,651.00

- TASK 2 – Preliminary Design – a Lump Sum fee of \$12,815.00
- TASK 3 – Final Design – a Lump Sum fee of \$30,465.00
- TASK 4 - Bidding – a Lump Sum fee of \$9,258.00
- TASK 5 – Grant Administration – a Lump Sum fee of \$6,533.00

Special Services

- Pre-Design Topographic Surveying Services – a Not to Exceed fee of \$6,883.00
- Pre-Design Geotechnical Investigations Services – a Not to Exceed fee of \$8,100.00

Executed this ____ day of ____ , 2020

CLIENT

CITY OF CLINTON

By: _____
Title: _____
Date: _____

CONSULTANT

AVCON, INC.

By: _____
Sandeep Singh, P.E.; President
Date: _____

SAMPSON COUNTY

By: _____
Title: _____
Date: _____

**PROFESSIONAL FEE SUMMARY
DESIGN, BIDDING, AND GRANT ADMINISTRATION
FOR THE
FBO APRON REHABILITATION
CLINTON-SAMPSON COUNTY AIRPORT
CLINTON, NORTH CAROLINA**

AVCON Project No. 2019.0290.01

DATE: 8/23/2020

<u>Item Description</u>	<u>Fees</u>	<u>Method</u>	<u>NCDOA Code</u>
TASK 1 <u>Pre-Design</u>			
AVCON Labor Costs and Direct Expenses	\$11,651.00	LS	A102
Subcontractors			
SEPI Inc. - Survey	\$6,883.00	NTE	A102
Terracon - Geotechnical Investigation and SUE - USE	\$8,100.00	NTE	A102
Pre-Design Subtotal	\$26,634.00		
TASK 2 <u>Preliminary Design</u>			
AVCON Labor Costs and Direct Expenses	\$12,815.00	LS	A104
Preliminary Design Subtotal	\$12,815.00		
TASK 3 <u>Final Design</u>			
AVCON Labor Costs and Direct Expenses	\$30,465.00	LS	A104
Design Subtotal	\$30,465.00		
TASK 4 <u>Bidding</u>			
AVCON Labor Costs and Direct Expenses	\$9,258.00	LS	A104
Bidding Subtotal	\$9,258.00		
TASK 5 <u>Grant Administration</u>			
AVCON Labor Costs and Direct Expenses	\$6,533.00	LS	A104
Grant Administration Subtotal	\$6,533.00		
TOTAL:	\$85,705.00		

ENGINEERING FEE COMPUTATION FOR CLINTON-SAMPSON COUNTY AIRPORT FBO APRON REHABILITATION					AVCON Project No. 2019.0290.01					DATE: 8/23/2020				
PROJECT: FBO APRON REHABILITATION TASK: Pre-Design														
ITEMS OF WORK	trips from CLT off.	trips from ILM off.		PRINCIPAL	REGIONAL MANAGER	SR. PROJECT MANAGER	PROJECT MANAGER	SR. ENGR. / SR. PLANNER	PROJ. ENGR. PROJ. PLANNER	ENGINEER / PLANNER	SR. CADD	CADD TECH	ADMIN. / SUPPORT	TOTAL HOURS
Pre-Design Phase														
Project Scoping and Fee Development					2	20	2						4	28
Arrange and Attend Project Kick-off Meeting		1					8							8
Contract with Subconsultants (Geotech and Survey)						4							2	6
Project Management and Coordination with Client, and NCDOA							4						2	6
Subconsultant agreements, management, and coordination					1	4	4						2	11
CatEx Documentation - Review existing monitoring well documentation							6							6
Survey Investigation														0
Coordination of Field Work							2							2
Processing of Survey Data for Use in Project CAD Files										3				3
Geotechnical Investigation														0
Coordination of Field Work							1							1
Review Results of Geotechnical Investigation							2			2				4
Total Trips	0	1												
Total Manhours Category				0	3	28	29	0	0	5	0	0	10	75
Hour Salary Rate				\$80.77	\$67.31	\$67.31	\$52.89	\$47.12	\$40.58	\$35.19	\$26.25	\$22.12	\$19.55	
Payroll Burden				\$0.00	\$201.93	\$1,884.68	\$1,533.81	\$0.00	\$0.00	\$175.95	\$0.00	\$0.00	\$195.50	
Total Payroll Burden			\$ 3,991.87											
General Overhead		163.58%	\$ 6,529.90											
Subtotal			\$ 10,521.77											
Fixed Fee		9.00%	\$ 946.96											
Facilities Cost of Capital		2.4038%	\$ 95.96											
Total			\$ 11,564.69											
Direct Expenses (see below)			\$ 86.25											
AVCON Labor and Direct Expense Total - Pre-Design			\$ 11,650.94											
AVCON Labor and Direct Expenses - USE			\$ 11,651.00											
SEPI Inc. - Survey			\$ 6,883.00											
Terracon - Geotechnical Investigation			\$ 7,091.57											
Terracon - SUE			\$ 1,000.00											
Terracon - Geotechnical Investigation and SUE - USE			\$ 8,100.00											
Grand Total - Design			\$ 26,634.00											

TASK: Pre-Design

DIRECT COSTS

TRAVEL - MILEAGE

TRIPS/TRAVEL (round trip: Charlotte to Clinton, NC)
 TRIPS/TRAVEL (round trip: Wilmington to Clinton, NC)
 TRIPS/TRAVEL (round trip: AVCON Orlando, FL office to MCO Airport)

TRAVEL - MEALS

Breakfast
 Lunch
 Dinner

TRAVEL - LODGING

REPRODUCTIONS AND PERMITS

Plans (11" x 17")
 Plans (22" x 34")
 Engineer's Report (8.5" x 11")
 Project Manual (Specifications)
 Covers
 Binders
 POSTAGE/OVERNIGHT DELIVERIES
 PERMITS

UNIT	TRIPS	MILES/TRIP	MILES	UNIT COST	TOTAL
Miles	0	370	0	\$0.575	\$0.00
Miles	1	150	150	\$0.575	\$86.25
Miles	0	20	0	\$0.575	\$0.00
Each	0			\$8.60	\$0.00
Each	0			\$11.30	\$0.00
Each	0			\$19.50	\$0.00
Each	0			\$80.00	\$0.00
SUBTOTAL TRAVEL					\$86.25
UNIT	QUANTITY	SETS	PAGE/SET	UNIT COST	TOTAL
Page	0	0	0	\$0.15	\$0.00
Page	0	0	0	\$0.35	\$0.00
Page	0	0	0	\$0.09	\$0.00
Page	0	0	0	\$0.09	\$0.00
Each	0			\$0.50	\$0.00
Each	0			\$0.50	\$0.00
LS	0			\$25.00	\$0.00
				ALLOW	\$0.00
SUBTOTAL REPRODUCTION AND PERMITS					\$0.00
SUBTOTAL TRAVEL, REPRODUCTIONS, AND PERMITS:					\$86.25

ENGINEERING FEE COMPUTATION FOR CLINTON-SAMPSON COUNTY AIRPORT FBO APRON REHABILITATION						AVCON Project No. 2019.0290.01				DATE: 8/23/2020				
PROJECT: FBO APRON REHABILITATION TASK: Preliminary Design														
ITEMS OF WORK	trips from CLT off.	trips from ILM off.		PRINCIPAL	REGIONAL MANAGER	SR. PROJECT MANAGER	PROJECT MANAGER	SR. ENGR. / SR. PLANNER	PROJ. ENGR. PROJ. PLANNER	ENGINEER / PLANNER	SR. CADD	CADD TECH	ADMIN. / SUPPORT	TOTAL HOURS
Preliminary Design Phase														
Site Visit to Review and Document Existing & Special Conditions, 30% Design Review Meeting	1	1					8			12				20
Initial Pavement Design Options							2			4				6
Prepare Preliminary Phasing and Sequencing Plan and Approach							1			2				3
Preliminary Geometric Design							1			4				5
Preliminary Grading Design							1			4				5
Preliminary Erosion and Sediment Control Layout							1			2				3
Prepare Preliminary Plans														0
Cover												1		1
Index of Drawings												1		1
General Notes, Legend and Utility Contacts							0.5					1		1.5
Summary of Quantities										1		2		3
Key Plan and Project Limits										1		2		3
Survey Control Plan										1		2		3
Geotechnical Information and Boring Layout Sheets (1 Sheet)												2		2
Geotechnical Boring Logs Information (1 Sheet)												1		1
Construction Phasing Plans, Notes and Details (3 Sheets)							0.5			1		6		7.5
Existing Conditions Plans (1"=50', 2 Sheets)										1		4		5
Demolition Plans (3 Sheets)							0.5			1		3		4.5
Geometric Plan (2 Sheets)										1		2		3
Grading and Drainage Sheets (2 Sheets)										2		1		3
Paving Plan (2 Sheets)							0.5			1		2		3.5
Engineer's Design Report with Cost Estimates							8			8		4	8	28
Prepare Specifications List							4			0			2	6
Direct Expenses (see below)						4								4
Total Trips	1	1												
Total Manhours Category				0	0	4	28	0	0	46	0	34	10	122
Hour Salary Rate				\$80.77	\$67.31	\$67.31	\$52.89	\$47.12	\$40.58	\$35.19	\$26.25	\$22.12	\$19.55	
Payroll Burden				\$0.00	\$0.00	\$269.24	\$1,480.92	\$0.00	\$0.00	\$1,618.74	\$0.00	\$752.08	\$195.50	
Total Payroll Burden			\$ 4,316.48											
General Overhead		163.58%	\$ 7,060.90											
Subtotal			\$ 11,377.38											
Fixed Fee		9.00%	\$ 1,023.96											
Facilities Cost of Capital		2.4038%	\$ 103.76											
Total			\$ 12,505.10											
USE			\$ 12,506.00											
Direct Expenses (see below)			\$ 308.05											
AVCON Labor and Direct Expense Total - Preliminary Design			\$ 12,814.05											
AVCON Labor and Direct Expenses - USE			\$ 12,815.00											
Grand Total - Design			\$ 12,815.00											

ENGINEERING FEE COMPUTATION FOR CLINTON-SAMPSON COUNTY AIRPORT
FBO APRON REHABILITATION

AVCON Project No. 2019.0290.01

DATE: 8/23/2020

PROJECT: FBO APRON REHABILITATION

TASK: Preliminary Design

TASK: Preliminary Design

DIRECT COSTS

TRAVEL - MILEAGE

TRIPS/TRAVEL (round trip: Charlotte to Clinton, NC)

TRIPS/TRAVEL (round trip: Wilmington to Clinton, NC)

TRIPS/TRAVEL (round trip: AVCON Orlando, FL office to MCO Airport)

UNIT	TRIPS	MILES/TRIP	MILES	UNIT COST	TOTAL
Miles	1	370	370	\$0.575	\$69.00
Miles	1	150	150	\$0.575	\$86.25
Miles	0	20	0	\$0.575	\$0.00

TRAVEL - MEALS

Breakfast

Lunch

Dinner

Each	0			\$8.60	\$0.00
Each	0			\$11.30	\$0.00
Each	0			\$19.50	\$0.00

TRAVEL - LODGING

Each	0			\$80.00	\$0.00
SUBTOTAL TRAVEL					\$155.25

REPRODUCTIONS AND PERMITS

Plans (11" x 17")

Plans (22" x 34")

Engineer's Report (8.5" x 11")

Project Manual (Specifications)

Covers

Binders

POSTAGE/OVERNIGHT DELIVERIES

PERMITS

UNIT	QUANTITY	SETS	PAGE/SET	UNIT COST	TOTAL
Page	0	0	0	\$0.15	\$0.00
Page	44	2	22	\$3.20	\$140.80
Page	100	2	50	\$0.09	\$9.00
Page	0	0	350	\$0.09	\$0.00
Each	2			\$0.50	\$1.00
Each	4			\$0.50	\$2.00
LS	0			\$25.00	\$0.00

ALLOW

SUBTOTAL REPRODUCTION AND PERMITS \$152.80

SUBTOTAL TRAVEL, REPRODUCTIONS, AND PERMITS: \$308.05

ENGINEERING FEE COMPUTATION FOR CLINTON-SAMPSON COUNTY AIRPORT
FBO APRON REHABILITATION

AVCON Project No. 2019.0290.01

DATE: 8/23/2020

PROJECT: FBO APRON REHABILITATION
TASK: Final Design

ITEMS OF WORK	trips from CLT off.	trips from ILM off.	PRINCIPAL	REGIONAL MANAGER	SR. PROJECT MANAGER	PROJECT MANAGER	SR. ENGR. / SR. PLANNER	PROJ. ENGR. PROJ. PLANNER	ENGINEER / PLANNER	SR. CADD	CADD TECH	ADMIN. / SUPPORT	TOTAL HOURS
Final Design Phase													
Project Management and Coordination with Client, and NCDOA						20						2	22
Process CSPP and 7460 with FAA						2			6				8
													0
Final Pavement Design Options						2			4				6
Prepare Phasing and Sequencing Plan and Approach						1			6				7
Geometric Design									4				4
Grading Design						1			8				9
Erosion and Sediment Control Layout and Details						2			4				6
Prepare 60% Design Plans													0
Cover											1		1
Index of Drawings											1		1
General Notes, Legend and Utility Contacts						0.5			0.5		1		2
Summary of Quantities						0.5					2		4.5
Key Plan and Project Limits									0.5		2		2.5
Project Layout, Haul Routes and Staging Areas						0.5			1		6		7.5
Survey Control Plan											1		1
Geotechnical Information and Boring Layout Sheets (1 Sheet)											1		1
Geotechnical Boring Logs Information (1 Sheet)											1		1
Safety During Construction Plan, Notes and Details (3 Sheets)						0.5			1		4		5.5
Construction Phasing Plans, Notes and Details (3 Sheets)						0.5			1		4		5.5
Existing Conditions Plans (1"=50', 2 Sheets)									1		2		3
Demolition Plans (3 Sheets)						0.5			2		1		3.5
Direct Expenses (see below)						0.5					2		2.5
Grading and Drainage Sheets (2 Sheets)									2		4		6
Erosion and Sediment Control Sheets (2 Sheets)									2		4		6
Erosion and Sediment Control Notes (2 Sheets)									2		4		6
Erosion and Sediment Control Details (1 Sheet)						0.5			1		2		3.5
Paving Plan (2 Sheets)									1		2		3
Paving Details (2 Sheets)						0.5			2		4		6.5
Miscellaneous Details (2 Sheets)						0.5			1		4		5.5
60% Engineer's Design Report with Cost Estimates						4			8			2	14
Prepare Draft Specifications and Project Manual						2			8			4	14
60% QA/QC				1	4								5
													0
Refine Phasing and Sequencing Plan and Approach						1			2				3
Final Geometric Design						0.5			1				1.5
Final Grading Design						1			4				5
Final Erosion and Sediment Control Layout and Submittal to Agencies						2			4		2		8
Prepare 90% Plans													0
Cover											0.5		0.5
Index of Drawings											0.5		0.5
General Notes, Legend and Utility Contacts											0.5		0.5
Summary of Quantities						0.5			1		1		2.5
Key Plan and Project Limits											0.5		0.5
Project Layout, Haul Routes and Staging Areas											1		1
Survey Control Plan											0.5		0.5
Geotechnical Information and Boring Layout Sheets (1 Sheet)											0.5		0.5
Geotechnical Boring Logs Information (1 Sheet)											0.5		0.5
Safety During Construction Plan, Notes and Details (3 Sheets)									0.5		2		2.5
Construction Phasing Plans, Notes and Details (3 Sheets)									0.5		2		2.5
Existing Conditions Plans (1"=50', 2 Sheets)													0
Demolition Plans (3 Sheets)									0.5		1		1.5
Geometric Plan (2 Sheets)											1		1
Grading and Drainage Sheets (2 Sheets)						0.5			1		1		2.5
Erosion and Sediment Control Sheets (2 Sheets)						0.5			0.5		1		2
Erosion and Sediment Control Notes (2 Sheets)						0.5			0.5		1		2
Erosion and Sediment Control Details (1 Sheet)						0.5			0.5		1		2
Paving Plan (2 Sheets)									0.5		1		1.5
Paving Details (2 Sheets)									0.5		1		1.5
Miscellaneous Details (2 Sheets)						0.5			0.5		1		2
Final Engineer's Design Report with Cost Estimates						1			4		2	2	9
Prepare Final Specifications and Project Manual						1			4			2	7
90% Design Review Meeting	1	1				4			6			2	12
90% QA/QC				2	4								6
													0
Refine Phasing and Sequencing Plan and Approach						0.5			0.5		1		2
Finalize Erosion and Sediment Control Layout with Agency Comments						0.5			2		1		3.5
Incorporate 90% Review Comments into Plans						1			4		6		11
Finalize Engineer's Design Report with Cost Estimates						1			2			2	5

ENGINEERING FEE COMPUTATION FOR CLINTON-SAMPSON COUNTY AIRPORT FBO APRON REHABILITATION				AVCON Project No. 2019.0290.01							DATE: 8/23/2020			
PROJECT: FBO APRON REHABILITATION														
TASK: Final Design														
ITEMS OF WORK	trips from CLT off.	trips from ILM off.		PRINCIPAL	REGIONAL MANAGER	SR. PROJECT MANAGER	PROJECT MANAGER	SR. ENGR. / SR. PLANNER	PROJ. ENGR. PROJ. PLANNER	ENGINEER / PLANNER	SR. CADD	CADD TECH	ADMIN. / SUPPORT	TOTAL HOURS
Finalize Specifications, Project Manual, and Contract Documents for Bidding					2	4	1			4			4	9
100% QA/QC														6
Total Trips	1	1												
Total Manhours Category				0	5	12	56.5	0	0	112	0	83.5	20	289
Hour Salary Rate				\$80.77	\$67.31	\$67.31	\$52.89	\$47.12	\$40.58	\$35.19	\$26.25	\$22.12	\$19.55	
Payroll Burden				\$0.00	\$336.55	\$807.72	\$2,988.29	\$0.00	\$0.00	\$3,941.28	\$0.00	\$1,847.02	\$391.00	
Total Payroll Burden			\$ 10,311.86											
General Overhead		163.58%	\$ 16,868.13											
Subtotal			\$ 27,179.99											
Fixed Fee		9.00%	\$ 2,446.20											
Facilities Cost of Capital		2.4038%	\$ 247.88											
Total			\$ 29,874.06											
USE			\$ 29,875.00											
Direct Expenses (see below)			\$ 589.85											
AVCON Labor and Direct Expense Total - Final Design			\$ 30,464.85											
AVCON Labor and Direct Expenses - USE			\$ 30,465.00											
Grand Total -Final Design			\$ 30,465.00											

TASK: Final Design

DIRECT COSTS

TRAVEL - MILEAGE

TRIPS/TRAVEL (round trip: Charlotte to Clinton, NC)

TRIPS/TRAVEL (round trip: Wilmington to Clinton, NC)

TRIPS/TRAVEL (round trip: AVCON Orlando, FL office to MCO Airport)

TRAVEL - MEALS

Breakfast

Lunch

Dinner

TRAVEL - LODGING

REPRODUCTIONS AND PERMITS

Plans (11" x 17")

Plans (22" x 34")

Engineer's Report (8.5" x 11")

Project Manual (Specifications)

Covers

Binders

POSTAGE/OVERNIGHT DELIVERIES

PERMITS

UNIT	TRIPS	MILES/TRIP	MILES	UNIT COST	TOTAL
Miles	1	370	370	\$0.575	\$69.00
Miles	1	150	150	\$0.575	\$86.25
Miles	0	20	0	\$0.575	\$0.00

Each	0			\$8.60	\$0.00
Each	0			\$11.30	\$0.00
Each	0			\$19.50	\$0.00
Each	0			\$80.00	\$0.00
SUBTOTAL TRAVEL					\$155.25

UNIT	QUANTITY	SETS	PAGE/SET	UNIT COST	TOTAL
Page				\$0.15	\$0.00
Page	88	4	22	\$3.20	\$281.60
Page	200	4	50	\$0.09	\$18.00
Page	1400	4	350	\$0.09	\$126.00
Each	8			\$0.50	\$4.00
Each	10			\$0.50	\$5.00
LS	0			\$25.00	\$0.00
SUBTOTAL REPRODUCTION AND PERMITS				ALLOW	\$434.60

SUBTOTAL TRAVEL, REPRODUCTIONS, AND PERMITS: \$589.85

ENGINEERING FEE COMPUTATION FOR CLINTON-SAMPSON COUNTY AIRPORT FBO APRON REHABILITATION							AVCON Project No. 2019.0290.01				DATE: 8/23/2020			
PROJECT: FBO APRON REHABILITATION TASK: Bidding														
ITEMS OF WORK	trips from CLT off.	trips from ILM off.		PRINCIPAL	REGIONAL MANAGER	SR. PROJECT MANAGER	PROJECT MANAGER	SR. ENGR. / SR. PLANNER	PROJ. ENGR. PROJ. PLANNER	ENGINEER / PLANNER	SR. CADD	CADD TECH	ADMIN. / SUPPORT	TOTAL HOURS
Coordinate Bid Advertisement with Airport Staff							1						4	5
Print/Distribute Bid Docs (Coord. With Repro/Plan Room)							1			2		6	1	10
Arrange/Attend/Conduct Pre-Bid Meeting		1					8			4			2	14
Respond to Questions from Bidders and Issue Addenda							4					4	4	12
Arrange/Attend/Conduct Bid Opening and Tabulate Bids		1					8							8
Review Bid Packages for Compliance with Project Requirements							2							4
Recommend Award to Airport Staff							4							2
Prepare/Review Construction Contract Documents for Airport Staff							4						4	8
Issue Released for Construction Documents							2			8		8	4	22
Total Trips	0	2												
Total Manhours Category				0	0	0	34	0	0	14	0	18	19	85
Hour Salary Rate				\$80.77	\$67.31	\$67.31	\$52.89	\$47.12	\$40.58	\$35.19	\$26.25	\$22.12	\$19.55	
Payroll Burden				\$0.00	\$0.00	\$0.00	\$1,798.26	\$0.00	\$0.00	\$492.66	\$0.00	\$398.16	\$371.45	
Total Payroll Burden			\$ 3,060.53											
General Overhead		163.58%	\$ 5,006.41											
Subtotal			\$ 8,066.94											
Fixed Fee		9.00%	\$ 726.03											
Facilities Cost of Capital		2.4038%	\$ 73.57											
Total			\$ 8,866.54											
USE			\$ 8,867.00											
Direct Expenses (from below)			\$ 390.30											
Direct Expenses (see below)														
AVCON Labor and Direct Expense Total - Bidding			\$ 9,257.30											
AVCON Labor and Direct Expenses - USE			\$ 9,258.00											
Grand Total - Bidding			\$ 9,257.30											

TASK: Bidding

DIRECT COSTS

TRAVEL - MILEAGE

TRIPS/TRAVEL (round trip: Charlotte to Clinton, NC)
TRIPS/TRAVEL (round trip: Wilmington to Clinton, NC)
TRIPS/TRAVEL (round trip: AVCON Orlando, FL office to MCO Airport)

TRAVEL - MEALS

Breakfast
Lunch
Dinner

TRAVEL - LODGING

REPRODUCTIONS AND PERMITS

Plans (11" x 17")
Plans (22" x 34")
Engineer's Report (8.5" x 11")
Project Manual (Specifications)
Covers
Binders
POSTAGE/OVERNIGHT DELIVERIES
PERMITS

UNIT	TRIPS	MILES/TRIP	MILES	UNIT COST	TOTAL
Miles	0	370	0	\$0.575	\$0.00
Miles	2	150	300	\$0.575	\$172.50
Miles	0	20	0	\$0.575	\$0.00
	.				
Each	0			\$8.60	\$0.00
Each	0			\$11.30	\$0.00
Each	0			\$19.50	\$0.00
Each	0			\$80.00	\$0.00
SUBTOTAL TRAVEL					\$172.50
UNIT	QUANTITY	SETS	PAGE/SET	UNIT COST	TOTAL
Page	0		22	\$0.15	\$0.00
Page	44	2	22	\$3.20	\$140.80
Page	100	2	50	\$0.09	\$9.00
Page	700	2	350	\$0.09	\$63.00
Each	4			\$0.50	\$2.00
Each	6			\$0.50	\$3.00
LS	0			\$25.00	\$0.00
ALLOW					\$0.00
SUBTOTAL REPRODUCTION AND PERMITS					\$217.80
SUBTOTAL TRAVEL, REPRODUCTIONS, AND PERMITS:					\$390.30

ENGINEERING FEE COMPUTATION FOR CLINTON-SAMPSON COUNTY AIRPORT FBO APRON REHABILITATION				AVCON Project No. 2019.0290.01				DATE: 8/23/2020					
PROJECT: FBO APRON REHABILITATION													
TASK: Grant Administration													
ITEMS OF WORK	trips from CLT off.	trips from ILM off.		PRINCIPAL	REGIONAL MANAGER	SR. PROJECT MANAGER	PROJECT MANAGER	SR. ENGR. / SR. PLANNER	PROJ. ENGR. PROJ. PLANNER	ENGINEER / PLANNER	CADD TECH	ADMIN. / SUPPORT	TOTAL HOURS
Assist Client with Funding Agency Request for Aid, Requests for Reimbursements and Grant Administration/Compliance Including:													0
Grant Applications, Forms and Support Documents						4						8	12
Project Schedule and Cash Flow						2						1	3
QSR Progress Reports						2						2	4
Interim Reimbursements						6						12	18
Grant Closeout						4						8	12
Coordination with NCDOA and Client on Grant and Partner Connect						4						4	8
Total Trips	0	0											0
Total Manhours Category				0	0	22	0	0	0	0	0	35	57
Hour Salary Rate				\$80.77	\$67.31	\$67.31	\$52.89	\$47.12	\$40.58	\$35.19	\$26.25	\$22.12	\$19.55
Payroll Burden				\$0.00	\$0.00	\$1,480.82	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$774.20	
Total Payroll Burden			\$ 2,255.02										
General Overhead		163.58%	\$ 3,688.76										
Subtotal			\$ 5,943.78										
Fixed Fee		9.00%	\$ 534.94										
Facilities Cost of Capital		2.4038%	\$ 54.21										
Total			\$ 6,532.93										
USE			\$ 6,533.00										
Direct Expenses (see below)			\$ -										
AVCON Labor and Direct Expense Total - Grant			\$ 6,533.00										
Direct Expenses (see below)													
AVCON Labor and Direct Expenses - USE			\$ 6,533.00										
Grand Total - Grant Administration			\$ 6,533.00										

TASK: Grant Administration

DIRECT COSTS

TRAVEL - MILEAGE

TRIPS/TRAVEL (round trip: Charlotte to Clinton, NC)
TRIPS/TRAVEL (round trip: Wilmington to Clinton, NC)
TRIPS/TRAVEL (round trip: AVCON Orlando, FL office to MCO Airport)

TRAVEL - MEALS

Breakfast
Lunch
Dinner

TRAVEL - LODGING

REPRODUCTIONS AND PERMITS

Plans (11" x 17")
Plans (22" x 34")
Engineer's Report (8.5" x 11")
Project Manual (Specifications)
Covers
Binders
POSTAGE/OVERNIGHT DELIVERIES
PERMITS

UNIT	TRIPS	MILES/TRIP	MILES	UNIT COST	TOTAL
Miles	0	370	0	\$0.575	\$0.00
Miles	0	150	0	\$0.575	\$0.00
Miles	0	20	0	\$0.575	\$0.00
Each	0			\$8.60	\$0.00
Each	0			\$11.30	\$0.00
Each	0			\$19.50	\$0.00
Each	0			\$80.00	\$0.00
SUBTOTAL TRAVEL					\$0.00

UNIT	QUANTITY	SETS	PAGE/SET	UNIT COST	TOTAL
Page	0	0	22	\$0.15	\$0.00
Page	0		22	\$0.35	\$0.00
Page	0	0	50	\$0.09	\$0.00
Page	0	0	350	\$0.09	\$0.00
Each	0			\$0.50	\$0.00
Each	0			\$0.50	\$0.00
LS	0			\$25.00	\$0.00
ALLOW					\$0.00
SUBTOTAL REPRODUCTION AND PERMITS					\$0.00

SUBTOTAL TRAVEL, REPRODUCTIONS, AND PERMITS: \$0.00



WILMINGTON: 5030 New Centre Drive, Suite B, Wilmington, NC 28403
OFFICE: 910.523.5715 / FAX: 910.523.5716 / WWW.SEPIINC.COM

Revised February 10, 2020

Mr. Christopher Birkmeyer, P.E.
AVCON, Inc.
6230 Carolina Beach Road
Wilmington, NC 28412

Re: Clinton-Sampson County Airport Apron Survey

Dear Mr. Birkmeyer:

SEPI Engineering & Construction, Inc. (SEPI) is pleased to submit our proposal for Land Surveying Services for Clinton-Sampson County Airport, Clinton, NC. We understand a survey is needed to facilitate airport apron design.

Scope of Work

The scope of work and limits of survey are described and depicted on attached Exhibit A, Request for Proposal -FBO Apron Clinton-Sampson County Airport. (Survey Limits cover approximately 2.6 acres).

Assumptions and Exclusions

The services included under this proposal are topographic surveying and mapping, utility location of above ground features, and existing conditions surveying. Surveying outside the depicted survey limits is not included in this proposal. SUE is excluded from this proposal.

Our fee estimate is based on light airport operations typical of similar airports and we will coordinate work activities with airport representatives for minimal impact on airport operations.

Deliverables

The project deliverables are described in attached Exhibit A.

Title VI Compliance

SEPI is in compliance with Title VI of the Civil Rights Act of 1964.

Schedule

Surveying and mapping services will be completed within 30 days of receipt of notice to proceed.

Fee

Surveying services will be performed on an hourly basis utilizing the rate schedule attached as Exhibit B. The estimated fees are as follows:

Surveying and mapping	\$ 6,883.00
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**Confidentiality**

This proposal was prepared by SEPI solely for your internal use in evaluating SEPI's proposal and deciding whether or not to contract with SEPI to perform the services described herein. SEPI considers the pricing, technical, and business information contained in this proposal to be proprietary and confidential. This proposal and the information contained herein shall not be used for any purpose other than as specifically stated above and shall not be disclosed to any other party without SEPI's prior written consent.

Conclusion

We would be pleased to further discuss our scope of work should additional project information become available. If you have any questions or require additional information, please contact Mike Tackett at (910) 550-3249. We appreciate this opportunity to be of assistance and look forward to providing professional services.

Respectfully Submitted,
SEPI Engineering & Construction, Inc.

A handwritten signature in blue ink, appearing to read 'Michael L. Tackett'.

Michael L. Tackett, PLS,CFS
Wilmington Survey Dept. Mgr.





EXHIBIT A

AVCON, INC.
ENGINEERS & PLANNERS

6230 Carolina Beach Road
Wilmington, North Carolina, 28412
Phone: (910) 685-7113
www.avconinc.com

June 26, 2019

Mr. Auburn Hall, PLS
SEPI Engineering and Construction
1025 Wade Avenue
Raleigh, North Carolina 27605

Re: Request for Proposal – FBO Apron Rehabilitation
Clinton-Sampson County Airport, North Carolina

Mr. Hall:

AVCON, Inc. is requesting a scope and fee proposal for surveying the FBO apron to support rehabilitation options at Clinton-Sampson County Airport (CTZ) in Clinton, North Carolina.

Please provide a scope and fee proposal, as well as tentative implementation schedule for the following:

1. Provide spot elevations on a 25' grid for the apron and taxiway pavements. Include spot elevations on the apron, taxiway centerline, edge of pavement, and shoulders. Spot elevations should be extended a minimum of 100' onto adjacent apron areas.
2. Provide spot elevations on a 50' grid for all grassed areas.
3. Identify and locate any changes in grades/slopes that would not be shown on the proposed grid.
4. Locate any runway end monuments or control points on Runway 6-24.
5. Horizontal control shall be based on state plane coordinate system NAD 83. Vertical control shall be based on NGS NAVD 88 Datum. Spot elevations shall be given to +/- 0.01 feet for paved sections and +/- 0.1 feet for turfed sections. Locations of permanent items within the marked survey area shall be shown relative to the runway centerline.
6. Survey to provide 1-foot contours across the designated area. Additionally, elevations to the nearest 0.01 feet on the existing asphalt pavement. The survey should include all areas outlined within the "survey limits" as shown on the attached exhibit.
7. All taxiway lights and any other lighting and signage around the apron and taxiway within the survey limits. Photos of each sign shall be taken and provided with the survey.
8. Drainage structures within the survey limits shall be given with top elevations, invert elevations, and construction material of structures. Location, pipe size and type, and inverts are required. To provide for vertical and horizontal alignments of storm drainage the next drainage structure located outside of the survey limits shall also be located and surveyed.
9. Location of all utilities within the survey areas. Utilities shall be located extending out to the next physical feature outside of the survey limits to provide for horizontal and vertical (if applicable) locations.
10. Location of existing structures within the survey limits including hangars. Locate hangar door openings.
11. Locations of changes in pavement types, limits of previous surface treatments, markings, and tie-downs within the survey limits.

The survey area shown on the attached exhibit includes approximately 1.55 acres.

Please provide for the following deliverables in your proposal.

1. 22" x 34" PDF of finished survey
2. Autocad Civil 3D 2018 drawing file with all surveyed items and feature lines
3. ASCII point file with descriptions and associated point codes
4. XML file
5. Photos of all signs with indexing to their location

If accepted, your proposal shall serve as a not-to-exceed contract directly with AVCON, Inc. The proposal should include a detailed scope of services with tasks, work hours and fee schedule based on tasks, a not to exceed cost (inclusive of direct expenses) and a project schedule to complete the requested services.

As survey work in and around airports require close coordination with the Airport's staff during completion of the survey work. A minimum of two (2) days notice shall be given to AVCON prior to starting work.

All surveys shall meet the current requirements and minimum standards for topographic surveys on airports as established and published by the Federal Aviation Administration

As the project is funded by the Federal Government, please confirm that your firm is in compliance with the Title VI Assurances.

Companies whose employees work on the airport shall have a General Liability Insurance with a minimum coverage of \$1,000,000.

AVCON, Inc. is requesting your proposal on or before July 2, 2019.

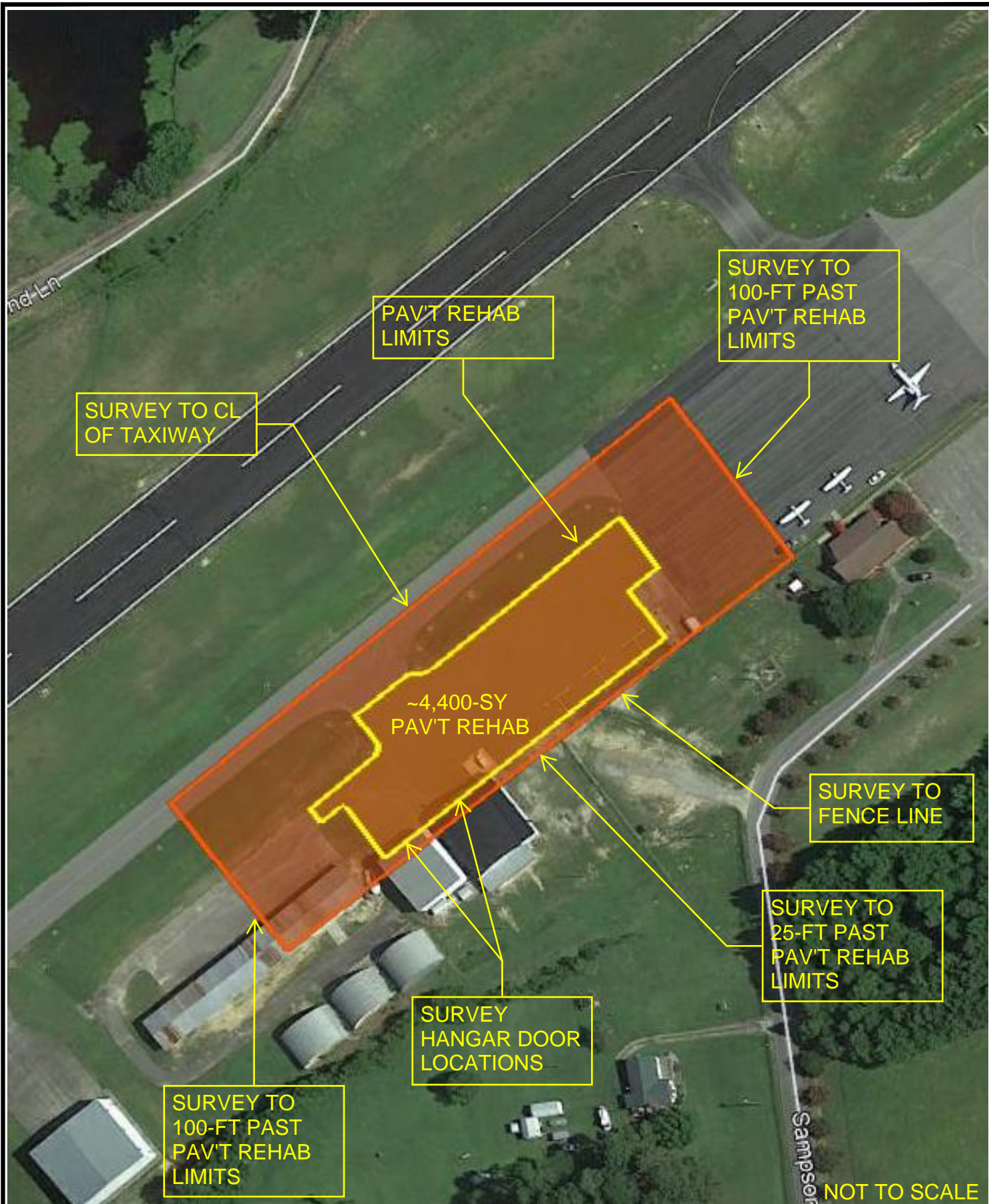
If you should have any questions, please contact our office.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ch. B.", with a long horizontal flourish extending to the right.

Chris Birkmeyer, PE
Sr. Project Manager

Attachment



www.avconinc.com

AVCON, INC.
ENGINEERS & PLANNERS

6230 CAROLINA BEACH ROAD
WILMINGTON, NC 28412
OFFICE: (704) 954-9008

SURVEY LIMITS

APRON REHABILITATION PROJECT

EXHIBIT
1.1

AIRPORT: CLINTON-SAMPSON COUNTY

PROJECT: 2019.0290.01

DATE: 6/25/2019

EXHIBIT "B"

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION LOCATION AND SURVEYS PEF COST ESTIMATE

DATE: 02/06/20

FIRM: SEPI INC

SUB: JOB ID NO.:

PROJECT: Clinton Sampson Co Airport Topo COUNTY: Sampson TIP NO.:

LENGTH: FT LS NO.:
L-LINE: FT RAMPS: FT
Y-LINE(S): FT RAILROADS: FT

PROJECT DESCRIPTION: Tie Boundary corners to airport control monumentation & topographic survey of apron area

KS & PARAMETERS	MANHOURS BY CLASSIFICATION						TOTAL
	PEM	PSS	ASC	SCL	SCT	SCM	
1. Property Owner Research (GIS, DB/PB compilation) No. of Properties:							
2. Property Owner Contact (PropCon Database, POC.mdb) No. of Properties:							
3. Photogrammetric Control (Set/Tie Photo Points) No. of Points:							
4. Project Control - Horz. & Vert. (GNSS/Static/VRS, etc.) No. of Azimuth Points:				6		6	12
5. Baseline (Set/Traverse/Elevate) Approx. Length:							
6. Benchmarks (Set/Tie/Elevate) No. of BMs:							
7. Compute Best-Fit Alignments (EL/EY alignments) Approx. Length:							
8. Loc. of Pavement DTMs Approx. Length:							
9. Loc. of Rail DTMs Approx. Length:							
10. Loc. of Earth DTMs (Including obscured areas) No. of Acres:							
11. Hydrographic - Conventional (Water Features) No. of Acres:							
12. Hydrographic - Sonar Surveys (Sonar) No. of Acres:							
13. Property Recon & Ties (Field) No. of Properties:							
14. Property Analysis and Computations (Office) No. of Properties:							
15. Property Line Ties to Design Alignment (Office) No. of Properties:							
16. Classify Features (Aerial Photos/Shell Maps) No. of Maps:							
17. Loc. of Planimetric Features (Field) Approx. Length:							

TASKS	PEM	PSS	ASC	SCL	SCT	SCM	TOTAL
18. Pole Data No. of Poles:							
19. Loc. of Non-Gravity U/G Utilities (LOS-C 811) Approx. Length:							
20. Loc. Of U/G Storm Utilities Number of Structures:							
21. Loc. Of Gravity Sanitary Sewer Utilities Number of Structures:							
22. R/W & Easements (Staking/Flagging) No. of R/W Points: No. of Easement Points:							
23. Miscellaneous Staking No. of Points:							
24. 2D Mapping (Produce/Merge FS File) Approx. Length:							
25. 3D Mapping (Produce/Merge DTMs) No. of Acres:							
26. Terrestrial LiDAR Surveys (Scanning) No of Acres:							
27. Process Scanning Data No of Acres:							
28. Ground Truthing (Scan & Control Data) No. of Points							
29. Photogrammetry Check Points No. of Points							
30. Project Review Checklist (Office) Proj. Type (B/R/U/W) Approx Length:							
31. Project Review Checklist (Field) Proj. Type (B/R/U/W Approx Length:							
32. Prepare Preliminary Condemnation Map No. of Tables							
33. Miscellaneous (1) Topo				12	27	12	51
34. Miscellaneous (2) Add SUE Loc							
35. Travel 2 Hr R.T. From: SEPI Office		2		6		6	14
36. Project Mgmt. & Supervision		10					10
37. Traffic Control & Safety		2		2		2	6
TOTAL MANHOURS:		14		26	27	26	93

Classification

	Hours	Rate	Cost
Project Engineer Manager		\$59.89	
Project Survey Supervisor	14	\$46.20	\$646.80
Advanced Survey Coordinator		\$30.24	
Survey Crew Leader	26	\$25.71	\$668.46
Survey Crew Technician	27	\$26.86	\$725.22
Survey Crew Member	26	\$20.40	\$530.40

**TOTAL
MANHOURS**
93

**TOTAL DIRECT
SALARY COSTS**
\$2,570.88

INDIRECT SALARY COSTS

Total Dir. Salary Costs	\$2,570.88	
Overhead (%)	133.61	\$3,434.95
Fee (%)	9	\$540.52
Cost of Capt. (%)	0.7400	\$19.02
Total Indirect Salary Costs:		\$3,994.49

**TOTAL DIR. and
INDIR. SALARY COSTS**
\$6,565.37

DIRECT COSTS

Carry-all \$/Mi \$0.600 400 Miles= \$240.00

Sedan \$/ Mi \$0.580 134 Miles= \$77.72

Misc. Survey Supplies= Pins & Stakes

TOTAL DIRECT COSTS
\$317.72

PER DIEM EXPENSES

(Meals: \$38.30 Max., Lodging: \$71.20+ taxes; \$80.00 for lump sum jobs)

\$ / Day \$118.30 x Persons x Days =

TOTAL PER DIEM

Cost per Mi:

Manhours per Mi:

PROJECT ESTIMATE TOTAL: \$6,883.09

ESTIMATE BY: _____

April 22, 2020



Avcon, Inc.
6230 Carolina Beach Road
Wilmington, North Carolina 28412

Attn: Mr. Chris Berkmeier, P.E.
P: (910) 685 7113
E: cbirkmeier@avconinc.com

Re: Proposal for Geotechnical Engineering Services
Pavement Investigation
Clinton-Sampson County Airport – FBO Apron Rehabilitation
89 Sampson Road
Clinton, North Carolina
Terracon Proposal No. P70195158.Rev1

Dear Mr. Birkmeier:

We appreciate the opportunity to submit this proposal to Avcon, Inc. (Avcon) to provide Geotechnical Engineering services for the above referenced project. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location
Exhibit E	Anticipated Exploration Plan; provided by Avcon

Our Not-to-Exceed fee to perform the Scope of Services described in this proposal is \$7,091.57. See Exhibit C for more details of our fees and consideration of additional services.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office.

Sincerely,
Terracon Consultants, Inc.

Hugo Santana, P.E.
Geotechnical Staff Engineer

Andrew A. Nash, P.E.
Geotechnical Department Manager

AGREEMENT FOR SERVICES

This AGREEMENT is between Avcon, Inc. ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Clinton-Sampson County Airport Apron project ("Project"), as described in Consultant's Proposal dated 07/02/2019 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$10,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii)

commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

10. **CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. **Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: Terracon Consultants, Inc.
 By: _____ Date: 4/23/2020
 Name/Title: Andrew A Nash / Department Manager II
 Address: 2401 Brentwood Rd, Ste 107
Raleigh, NC 27604-3686
 Phone: (919) 873-2211 Fax: (919) 873-9555
 Email: Andrew.Nash@terracon.com

Client: Avcon, Inc.
 By: _____ Date: _____
 Name/Title: Christopher Birkmeyer / Senior Project
Manager
 Address: 6230 Carolina Beach Rd
Wilmington, NC 28412-2816
 Phone: _____ Fax: _____
 Email: cbirkmeyer@avconinc.com

EXHIBIT A - PROJECT UNDERSTANDING

Our Scope of Services is based on our understanding of the project as described by Avcon and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are **highlighted as shown below**. We request the design team verify all information prior to our initiation of field exploration activities.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project is located at 89 Sampson Road in Clinton, North Carolina. (See Exhibit D)
Existing Improvements	The proposed project is located at the Clinton-Sampson County Airport.
Current Ground Cover	Asphalt pavement apron.
Existing Topography	The site is assumed to be relatively flat.
Site Access	Based on the aerial plans provided by you, boring locations are assumed to be accessible by truck mounted equipment.

Planned Construction

Item	Description
Information Provided	We were provided with a Request for Proposal, which included a site layout plan with proposed boring locations, dated June 26, 2019 prepared by Avcon.
Project Description	The project will include the rehabilitation of approximately 4,400 square yards of existing pavement at the FBO Apron.
Maximum Loads	Loads were not provided to us at the time of preparation of this proposal.
Grading/Slopes	Final grade elevations are assumed to be near the existing grade elevations.
Pavements	Paved driveway and parking for vehicles and airplanes will be constructed. We assume both rigid (concrete) and flexible (asphalt) pavement sections should be considered.

EXHIBIT D – SITE LOCATION

Clinton-Sampson County Airport – FBO Apron Rehabilitation ■ Clinton, North Carolina
April 22, 2020 ■ Terracon Proposal No. P70195158.Rev1



EXHIBIT B - SCOPE OF SERVICES

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

Avcon prescribed the following boring locations and depths:

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location
4	Dynamic Cone Penetrometer of upper 4 feet Auger probe to 5 feet	Planned pavement area

^{1.} Below ground surface.

Boring Layout and Elevations: We will use measurements from existing site features to determine the boring locations in the field. Top of boring elevations will not be determined, all depths will be referenced from the existing ground surface at the time of the investigation.

Subsurface Exploration Procedures: Terracon will evaluate pavement, base and subgrade at four exploration locations, as shown on the attached exploration plan. Existing pavements will be cored using a thin wall core barrel driven by a truck-mounted drill rig. The extracted pavement cores will be labeled and returned to our laboratory. Following pavement coring, where applicable, a dual-mass dynamic cone penetrometer (Kessler DCP) test will be performed from subgrade or the ground surface to a maximum depth of 3 feet or practical refusal (greater than 30 blows in 4 inches). Penetration intervals will be recorded in the field. Measured Kessler DCP penetrations will be used to determine in-situ California Bearing Ratio (CBR), or relative stiffness, of the proposed subgrade materials. Once the DCP is completed, solid stem flight augers will be advanced into the subgrade soil to a depth of approximately 5 feet, or refusal. Representative subgrade soil samples, if accessible by hand auger, will be collected for classification testing in our soils laboratory. In addition, groundwater levels will be measured and noted if encountered during augering and sampling.

Our exploration team will prepare field boring logs as part of standard exploration operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials encountered during augering, and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation, and include modifications based on observations and laboratory tests.

Property Disturbance: We backfill borings with auger cuttings upon completion of the testing described above. Pavements will be patched with compacted asphalt cold-patch. Our services do not include repair of the site beyond backfilling our boreholes, and patching existing pavements. Excess auger cuttings are dispersed in the green scape areas near the borehole locations. Because backfill material often settles below the surface after a period, we recommend boreholes are checked periodically and backfilled, if necessary. We can provide this service, or grout the boreholes for additional fees, at your request.

EXHIBIT D – SITE LOCATION

Clinton-Sampson County Airport – FBO Apron Rehabilitation ■ Clinton, North Carolina
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Laboratory Testing

Samples obtained from the exploration locations will be visually classified in our lab and a limited number of samples will be tested in our geotechnical laboratory to evaluate physical engineering characteristics. Testing will be performed under the direction of a geotechnical engineer and will include visual classification, moisture content, grain size, Atterberg limits, unit dry weight and California Bearing Ratio (CBR) testing.

Safety

Terracon is currently not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our scope of services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings (and possibly excavations) into the subsurface, therefore Terracon complies with local regulations to request a utility location service through North Carolina 811. We consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities that are not made aware to us. If the owner/client is not able to accurately locate private utilities, Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating services. Fees associated with the utility locate services are shown as an additional service.

Site Access: Terracon must be granted access to the site by the property owner. Terracon understands that Avcon, Inc. will assist with the coordination of site access with airfield management.

Engineering and Project Delivery

Results of our field program are evaluated by a professional engineer. The engineer develops a geotechnical site characterization, performs the engineering calculations necessary to evaluate the materials near anticipated subgrade and the necessary pavement section thickness, and develops appropriate geotechnical engineering recommendations for preparation of the subgrades.

When services are complete, a printable version of our completed final geotechnical engineering report, including the professional engineer's seal and signature, will be emailed to you. The final geotechnical engineering report may provide the following as appropriate:

- Boring logs with visual classifications of subgrade materials encountered
- Stratification based on visual soil classification
- Groundwater levels observed during and after completion drilling
- Site and Boring location plans
- Subsurface exploration procedures
- Description of subsurface conditions

EXHIBIT D – SITE LOCATION

Clinton-Sampson County Airport – FBO Apron Rehabilitation ■ Clinton, North Carolina
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- Pavement Evaluation
- Recommendations for preparation of subgrades for pavements
- Recommended design CBR values.

Additional Services

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:

Review of Plans and Specifications: Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, foundation, and pavement construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations.

Observation and Testing of Pertinent Construction Materials: Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. This is based on widely spaced exploration locations, and assuming construction methods will be performed in a manner sufficient to meet our expectations, and is consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, and perform/document associated materials testing, for site preparation, foundation, and pavement construction. This allows a more comprehensive understanding of subsurface conditions and necessary documentation of construction, to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.

Perform Environmental Assessments: Our Scope for this project does not include, either specifically or by implication, an environmental assessment of the site intended to identify or quantify potential site contaminants. If the client/owner is concerned about the potential for such conditions, an environmental site assessment should be conducted. We can provide a proposal for an environmental assessment, if desired.

EXHIBIT D – SITE LOCATION

Clinton-Sampson County Airport – FBO Apron Rehabilitation ■ Clinton, North Carolina
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EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Not-to-Exceed Fee
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting & Reporting	\$7,091.57

Additional services not part of the base fee include the following:

Additional Services (see Exhibit B)	Not-to-Exceed Fee	Initial for Authorization
Private Utility Locate Service ¹	\$1,000	
Plans and Specifications Review	TBD	
Construction Materials Testing Services	TBD	

1. If the owner/client is unable to accurately locate private utilities, we can subcontract a private utility locating firm and/or utilize geophysical equipment, if necessary. The detection of underground utilities is dependent upon the composition and construction of utility lines. Some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private locate service does not relieve the owner of their responsibilities in identifying private underground utilities.

Our Scope of Services does not include services associated with repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Project Schedule

The project schedule has not been determined at the time of this proposal. Utility locates and coordination of drilling will take approximately one week from notice to proceed. We anticipate the field work will take one day to complete. The final report will be submitted within two weeks of completing the fieldwork.

Geotech Summary & Labor Expenses

PROJECT DESCRIPTION:	Clinton-Sampson County Airport - FBO Apron Rehabilitation		FIRM: Terracon	
			PREPARED BY: Hugo Santana	
			DATE PREPARED: 6/28/2019	REVISION DATE: 4/22/2020
WBS ELEMENT:	P70195158	TIP:	0	MMS TASK NUMBER: 0

TOTAL MAN HOURS:	28.00
TOTAL WORKDAYS (8 HOUR DAYS):	3.50
TOTAL PAYROLL BURDEN:	\$1,027.85
AVERAGE COST PER HOUR:	\$36.71
OVERHEAD @ X%:	184.11%
	\$1,892.37
SUBTOTAL:	\$2,920.22
FIXED FEE @ X%:	9.00%
	\$262.82
COST OF CAPITAL @ X%:	1.0100%
	\$10.38
PAYROLL TOTAL:	\$3,193.42

MOBILIZATION AND TRAVEL TOTAL:	\$988.15
DRILLING TOTAL:	\$0.00
PAVEMENT INVESTIGATION TOTAL:	\$2,000.00
INVESTIGATION EQUIPMENT TOTAL:	\$0.00
TESTING EQUIPMENT TOTAL:	\$0.00
GEOENVIRONMENTAL TOTAL:	\$0.00
GEOPHYSICAL:	\$0.00
LABORATORY TESTING:	\$910.00
MISCELLANEOUS:	\$0.00
DIRECT EXPENSES TOTAL:	\$3,898.15

TOTAL \$7,091.57

EMPLOYEES' INFORMATION	POSITION												
	NAME												
	Classification I - Principal	Classification II - Senior Project Manager	Classification III - Senior Professional	Classification IV - Staff Professional	Classification V - Field Professional	Classification VI - CADD Operator/Eng Tech	Classification VII - Administrative Assistant	0	0	0	0	0	
TOTAL HOURS:	0.00	3.50	0.00	20.00	3.50	0.00	1.00	0.00	0.00	0.00	0.00	0.00	
HOURLY SALARY RATE:	\$ 65.97	\$ 58.08	\$ 56.73	\$ 34.85	\$ 27.04	\$ 30.81	\$ 32.93	\$ -	\$ -	\$ -	\$ -	\$ -	
PAYROLL BURDEN	\$0.00	\$203.28	\$0.00	\$697.00	\$94.64	\$0.00	\$32.93	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Task	Classification I - Principal	Classification II - Senior Project Manager	Classification III - Senior Professional	Classification IV - Staff Professional	Classification V - Field Professional	Classification VI - CADD Operator/Eng Tech	Classification VII - Administrative Assistant	0.00	0.00	0.00	0.00	0.00	Total
Project Setup													
Project Management		1.00		4.00									5.00
Utility Locate Tickets				0.50									0.50
Administration/Project Setup							1.00						1.00
Safety / Pretask Planning		0.50		0.50	0.50								1.50
Field													
Site Supervision				4.00									4.00
Travel				2.00	2.00								4.00
Boring Layout					1.00								1.00
Reporting													
Report Preperation				5.00									5.00
Prepare Logs				2.00									2.00
Measure DCP Stakes				2.00									2.00
Report Review/Seal/Sign		2.00											2.00
Custom													
Total	0.00	3.50	0.00	20.00	3.50	0.00	1.00	0.00	0.00	0.00	0.00	0.00	28.00

Geotech Direct Expenses

TIP: 0

Firm: Terracon

Mobilization and Travel

Item	Quantity	Unit	Rate	Total
Truck Mounted Drill/ATV Drill/Direct Push	1	each	\$500.00	\$500.00
Truck Mounted Drill/ATV Drill/Direct Push Mileage outside 50 mile radius of base	35	miles	\$4.50	\$157.50
Crew Travel Time	2	hours	\$85.00	\$170.00
Carryall Mileage	270	miles	\$0.595	\$160.65
Total				\$988.15

Drilling - Truck/ATV

Total \$0.00

Drilling - Track Borings

Total \$0.00

Drilling - Barge Including Support Boat

Total \$0.00

Drilling - Marsh Buggy Including Argo/ATV/Marsh Master

Total \$0.00

Drilling - CPT

Total \$0.00

Pavement Design Investigations

Item	Quantity	Unit	Rate	Total
Pavement Investigation Drill Rig	1	days	\$2,000.00	\$2,000.00
Total				\$2,000.00

Investigation Equipment

Total \$0.00

Testing Equipment

Total \$0.00

Geoenvironmental

Total \$0.00

Geophysical

Total \$0.00

Laboratory Testing

Item	Quantity	Unit	Rate	Total
Tier 1 Tests				
Soil Classification (AASHTO M-145)	2	each	\$155.00	\$310.00
Soil Moisture Content (AASHTO T-265)	4	each	\$10.00	\$40.00
Tier 2 Tests				
California Bearing Ratio (AASHTO T-193)	1	each	\$375.00	\$375.00
Standard Proctor (AASHTO T-99)	1	each	\$185.00	\$185.00
Tier 3 Tests				
Rock Tests				
Other				
Total				\$910.00

Miscellaneous

Total \$0.00

Clinton-Sampson County Airport – FBO Apron Rehabilitation ■ Clinton, North Carolina
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This aerial map shows the Raleigh, North Carolina area. Major highways like I-40, I-85, and I-95 are visible. A red pin marks the location of the 'SITE' near Smithfield, with a blue arrow pointing to it. The map includes a scale bar (0 to 25 miles) and a north arrow.

DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

EXHIBIT E – ANTICIPATED EXPLORATION PLAN

Clinton-Sampson County Airport – FBO Apron Rehabilitation ■ Clinton, North Carolina

April 22, 2020 ■ Terracon Proposal No. P70195158.Rev1

Terracon



DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

RESOLUTION OF THE SAMPSON COUNTY BOARD OF COMMISSIONERS

WHEREAS, Bobby L. Webb and wife, Barbara L. Webb, did sign and deliver to Sampson County a promissory note and deed of trust in connection with the Sampson County 2010 CDBG Housing Program; and

WHEREAS, all conditions of the note and deed of trust have been satisfied and the deed of trust should be satisfied of record with the Sampson County Register of Deeds and thereby discharged pursuant to N.C. Gen. Stat. §§ 45-36.10 and 45-37;

NOW, THEREFORE, BE IT RESOLVED that Clark H. Wooten, Chair of the Sampson County Board of Commissioners is hereby authorized to execute on behalf of Sampson County the Satisfaction of Security Instrument attached hereto and incorporated herein by reference.

ADOPTED, this the 14th day of September, 2020.

CLARK H. WOOTEN, Chair,
Sampson County Board of Commissioners

ATTEST:

SUSAN J. HOLDER,
Clerk to the Sampson County Board of Commissioners

This instrument prepared by: W. Joel Starling, Jr., Sampson County Attorney
Return after recording to: Sampson County Finance Department
406 County Complex Road, Suite 120
Clinton, North Carolina 28328

NORTH CAROLINA

SAMPSON COUNTY

SATISFACTION OF SECURITY INSTRUMENT
N.C. Gen. Stat. §§ 45-36.10 and 45-37(a)(7)

Sampson County is the original secured creditor and is the current owner of the indebtedness secured by the security instrument identified as follows:

Type of Security Instrument:	Deed of Trust
Original Grantor(s):	Bobby L. Webb and wife, Barbara L. Webb
Original Trustee(s):	Annette Chancy Starling
Recording Data:	The Deed of Trust is recorded in Book 1842 at Page 794 in the office of the Register of Deeds for Sampson County, North Carolina.

This Satisfaction terminates the effectiveness of the security instrument, and Sampson County as the secured party asks that this Satisfaction be recorded and the security instrument be cancelled of record.

Date: _____

SAMPSON COUNTY

Affix Seal

By: _____
CLARK H. WOOTEN, Chairman,
Sampson County Board of Commissioners

ATTEST:

SUSAN J. HOLDER, Clerk,
Sampson County Board of Commissioners

NORTH CAROLINA

SAMPSON COUNTY

I, _____, a Notary Public of the State and County aforesaid, certify that Susan J. Holder personally came before me this day and acknowledged that she is the Clerk to the Board of Commissioners of Sampson County, and that by authority duly given and as the act of Sampson County, the foregoing Satisfaction of Security Instrument was signed in its name by the Chairman of its Board of Commissioners, sealed with its official seal, and attested by herself as the Clerk to the Board of Commissioners.

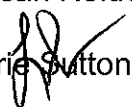
Witness my hand and official seal, this the _____ day of _____, 2020.

NOTARY PUBLIC
My Commission Expires: _____

NORTH CAROLINA'S
SAMPSON COUNTY
Department of Aging and In-Home Services

Memorandum

TO: Ed Causey, County Manager
Susan Holder, Assistant County Manager

FROM:  Lorie Sutton, Director of Aging Services

DATE: August 24, 2020

RE: Evidence Based Health Promotion Funding Application
Fiscal Year 2020-2021

Attached is an application for the Evidence Based Health Promotion Funding. This funding is allocated to Mid-Carolina Area Agency on Aging for distribution. The amount available to Sampson County is \$3,000.00. Our local match requirement is \$333.00. However, we can use the county contribution amount that has already been allocated to our budget for FY 20-21, so no additional funding is necessary.

This funding is used to teach Tai Chi classes to people with Arthritis. We have a certified instructor on staff. We partner with *The Center for Health and Wellness* to offer these classes. We also plan to offer an additional class within the Roseboro area with a volunteer instructor. The timing of these classes is contingent on the COVID-19 situation.

The attached application will need to be pre-audited by the Finance Officer and signature from the County Manager.

We appreciate your support and that of our Commissioners.

/ls

Attachments: Evidence Based Health Promotion Funding Application Packet FY2020-2021

Title III-D Funding

EVIDENCE BASED
Health Promotion Funding

FY 2020-2021 Application Packet

MID-CAROLINA AREA AGENCY ON AGING

P.O. Drawer 1510
Fayetteville, NC 28302

Mid-Carolina Area Agency on Aging reserves the right to request additional information, references, to accept or reject any or all proposals to waive technicalities, to accept proposals in whole or in part, and to award a contract(s) which, in the opinion of the grantee, best serves the older adults.

Mid-Carolina Area Agency on Aging is pleased to announce the availability of funds for use in Evidence Based Health Promotion. This funding is allocated to the Area Agency on Aging for distribution to the Sampson County Department of Aging that will provide evidence-based health promotion programs.

The amount of available funding for Evidence Based Health Promotion is \$3,000 and the required match is \$333. The local matching resources for this funding must not be used to match any other state or federal funding that the agency may receive. The local match may be in the form of cash and/or in-kind and must directly support the purpose for which the funds are being used.

Your agency is eligible to receive: \$3,000

FY 20-21	Health Promotion Funding	\$3,000
	Local Match	\$ 333
	TOTAL	\$3,333

It is the responsibility of the Sampson County Department of Aging to certify the availability of the local match. The funds require a 10% local match. The funds must be spent first before reimbursed and before June 30, 2021.

Application submissions must include:

- (1) A complete description of proposed Evidence Based Health Promotion workshops/classes.
- (2) Certification of the availability of local match.
- (3) A budget for the Evidence Based Health Promotion workshops/classes.

APPLICATION FOR EVIDENCE-BASED
HEALTH PROMOTION FUNDING

Applicant Information

Date: August 21, 2020

Project Name: Healthy Aging Program

Name of Project Director: Lorie Sutton

Telephone Number: 910-592-4653 FAX Number: 910-590-2142

E-Mail: lbsutton@sampsonnc.com

Name and Address of Applicant: Sampson County Department of Aging -
405 County Complex Road; Suite 140, Clinton, NC 28328

Type of Agency Applying: Private-Non-Profit _____
Public X _____

Location of Project: Sampson
(county)

ASSURANCES

Sampson County Department of Aging (hereinafter referred to as "Subgrantee")
HEREBY AGREES 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;
and (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which
prohibits discrimination on the basis of handicaps.

Signature and Title of Authorized Official

Date

CERTIFICATION OF THE AVAILABILITY OF REQUIRED NON-FEDERAL
MATCH FOR EVIDENCE BASED HEALTH PROMOTION FUNDING

It is understood that the following required 10 percent non-federal match will be used to match Evidence Based Health Promotion funds in FY 20-21 and will not be used to match any other federal or state funds during the contract period.

The provider shall expend the award in keeping with the attached project description indicating how funding will be utilized. Funding will not be disbursed until this application is received and approved by the Area Agency on Aging, and the approved workshops/classes have been held. The contractor shall submit workshop/class details prior to distribution of funds by the Area Agency on Aging.

FY 20 - 21
Budget Request \$ 3,000.00

Required 10% Match \$ 333.00

Total FY 20 - 21
Projected Budget \$ 3,333.00

Authorized Signature: _____

Title: _____

Date: _____

EVIDENCE BASED HEALTH PROMOTION PROJECT DESCRIPTION

Describe how the funding will be spent detailing number and types of evidence-based workshops/classes to be held:

Tai Chi Classes:

Due to COVID-19 these plans may change.

Fall/Winter Class – 2 classes per week = 20 classes – offered free of charge.

Winter/Spring Class – 2 classes per week = 20 classes – offered free of charge.

We plan to offer four classes total this year. One in Clinton and one in the Roseboro community for the Fall/Winter Session and then again in the Winter/Spring session. Location is to be determined due to the current COVID situation.

Funding will be used to pay a stipend/travel to volunteer instructor. We have both an employee on staff and a volunteer to teach the classes. We will also purchase a 70" TV and DVD player for training and zoom trainings and classes.

EVIDENCE BASED HEALTH PROMOTION BUDGET INFORMATION
FISCAL YEAR 2020 - 2021

Organization Name: Sampson County Department of Aging

Address: 405 County Complex Road; Suite 140, Clinton, NC 28328

Period Covered: 7-1-20 through 6-30-21

<u>OBJECTS OF EXPENDITURE</u>	<u>AMOUNT</u>
Salary and Fringe Benefits	\$ _____
Supplies/Other Operating Costs	\$ <u>233.00</u>
Stipend for volunteer instructor	\$ <u>1,600.00</u>
TV/DVD Player/Cords	\$ <u>1,500.00</u>
Other _____	\$ _____
TOTAL BUDGET (Including local match) (Up to grant amount, only)	\$ <u>3,333.00</u>

Each organization that receives, uses or expends any state funds shall use or expend the funds only for the purposes for which they were appropriated by the General Assembly or collected by the State. State funds include federal funds that flow through the state. If the contractor is a governmental entity, such entity is subject to the provisions of the requirements of OMB Circular A-133 and the NC Single Audit Implementations Act of 1987. If the Contractor is a non-governmental entity, such entity is subject to the provisions of G.S. 143-6.1. Additionally, any non-governmental entity except a for-profit corporation is subject to the provisions of OMB Circular A-133.

AUTHORIZED SIGNATURE: _____

TITLE: _____ DATE: _____



SAMPSON AREA TRANSPORTATION
311 COUNTY COMPLEX RD.
BUILDING H
CLINTON, NC 28328
PHONE: (910) 299-0127

ROSEMARIE OATES, DIRECTOR
Email: roates@sampsonnc.com

Memorandum:

TO: Mr. Ed Causey, County Manager
FROM: Rosemarie Oates-Mobley, Director, Sampson Area Transportation
DATE: August 28, 2020
RE: FY22 CTP Grant, 5310 Grant, Capital Grant, Rural Expansion Grant

I am requesting approval from the Board of Commissioners to allow Sampson Area Transportation to apply for the following grants from the NC Department of Transportation for FY22: CTP/5311 (Administrative expenses), 5310 Elderly/Disabled (to provide transp. services), Capital (replace 2 transit vans and camera system), and a Rural Expansion Vehicle grant (replace five transit vehicles that were originally purchased with county funds).

The grants that I will be applying for will be for the following amounts: CTP/5311-\$240,833 with a 20% local match of \$48,166.60, 5310 Elderly/Disabled-\$100,000 with a 50% local **in-kind** match of \$50,000, Capital-\$200,000 with a 20% local match of \$40,000, and Rural Expansion-\$358,100 with 20% local match of \$71,620.

I am also requesting that a public hearing pertaining to these grants be held on October 5, 2020.

Please let me know if you have any questions.

Thank you,

Rosemarie Oates-Mobley
Director, Sampson Area Transportation

STATE OF NORTH CAROLINA

COUNTY OF SAMPSON

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into effective the ____ day of September, 2020 by and between **SAMPSON COUNTY** (the “County”) and **SAMPSON COUNTY HISTORY MUSEUM, INC.** (“SCHM”). The County and SCHM may be referred to at times herein individually as a “Party” or collectively as the “Parties”.

RECITALS

WHEREAS, the County is a body corporate and politic and a political subdivision of the State of North Carolina; and

WHEREAS, SCHM is a North Carolina non-profit corporation with its principal office located in Sampson County, North Carolina; and

WHEREAS, SCHM operates a local history museum, located at 313 Lisbon Street, Clinton, North Carolina 28328 (the “Museum”); and

WHEREAS, the Sampson County Board of Commissioners recently voted to relocate the bronze, life-sized statue that was previously located atop the Confederate Soldiers Monument at the Sampson County Courthouse (the “Statue”) to the Museum; and

WHEREAS, SCHM’s Board of Directors previously voted to accept the Statue and to display the same at the Museum; and

WHEREAS, the County and SCHM wish to enter into this MOU in order to memorialize the mutual understandings of the Parties regarding the relocation and display of the Statue;

AGREEMENTS

NOW, THEREFORE, for and in consideration of the promises and covenants of the Parties, as more particularly set forth herein below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and SCHM do hereby incorporate the above Recitals and agree as follows:

1. Effective Date. This MOU shall become effective as of the date first written above and shall continue in effect until terminated as provided herein.

2. Termination. Either Party may terminate this MOU at any time and for any reason by providing the other Party with at least thirty (30) days written notice. In the event that this MOU is terminated by either Party, the Statue shall be returned to the County’s possession on or before the date on which the termination becomes effective.

3. Display of Statue. SCHM agrees that, during the term of this MOU, the Statue shall be placed on display at the Museum. Although the exact location of display shall be in SCHM's discretion, SCHM agrees that the Statue will be placed in a prominent, indoor location that is easily accessible to members of the public at such times as the Museum is open for visitors, provided that the Statue may be temporarily removed from display at such times as the County and SCHM determine that the Statue should be removed from display for preservation or maintenance.

4. Ownership. The Parties acknowledge and agree that it is not the intention of the Parties to transfer ownership of the statute to the Museum, and ownership of the statue has not been transferred to the Museum. The Museum has agreed only to display the statue and is not, and shall not become, the owner of the statue.

5. Maintenance Cost. The County will be responsible for the cost of preserving and maintaining the statue, provided that it shall be in the County's sole discretion when and how to preserve and maintain the statue and how much to expend on the preservation and maintenance of the statue.

6. Security. SCHM shall take measures to secure and protect the Statue comparable to those measures that SCHM takes to protect other important artifacts located at the Museum.

7. Insurance. The County shall be responsible for maintaining insurance on the Statue and the cost associated therewith during the term of this MOU.

8. No Third-Party Beneficiaries. There are no third-party beneficiaries to this MOU. Nothing herein shall create or give to third parties any claim or right of action against any Party hereto or any employee or agent of any Party hereto.

9. Assignment and Subcontracting. Neither Party shall assign its interest in this MOU or subcontract with a third party for the performance of its obligations hereunder without the prior written consent of the other Party.

10. Relationship of the Parties. Nothing herein shall be construed as creating a partnership or joint venture, nor shall any employee of any Party be construed as an employee, agent, or principal of any other Party to this Agreement. Each Party shall maintain control over its own personnel. Each Party agrees to assume liability for its own acts or omissions, including the acts or omissions of its employees or agents, during the term of this Agreement.

11. Entire Agreement. This MOU constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter hereof.

12. Amendments and Modifications. This MOU may be modified or amended by mutual consent of the Parties, so long as the modification or amendment is executed in the same fashion as this MOU.

13. Severability. In the event that any provision of this MOU shall be found to be invalid, illegal, or otherwise unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

14. Survival of Obligations. All provisions of this MOU that by their nature are to be performed or complied with following the expiration or termination of this MOU shall survive the expiration or termination hereof.

15. Governing Law. This MOU shall be governed by the laws of the State of North Carolina.

16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed, effective the day and year first written above.

SAMPSON COUNTY

By: _____
Clark Wooten, Chairman,
Sampson County Board of Commissioners

ATTEST:

Susan Holder, Clerk

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

David Clack, Finance Officer

SAMPSON COUNTY HISTORY MUSEUM, INC.

By: _____
Kay Raynor, President,
Board of Directors

ATTEST:

Amanda Monk, Clerk



**RESOLUTION SUPPORTING ALLOCATION OF STATE FUNDING FOR
PLANNING FOR SPRING LANE IN THE IVANHOE COMMUNITY OF
SAMPSON COUNTY**

WHEREAS, it is the mission of Sampson County government to create and sustain safe, healthy and prosperous communities for our citizens; and

WHEREAS, a primary part of that mission is planning for and reducing our communities' vulnerabilities to natural hazards; and

WHEREAS, the community of Ivanhoe is in the southernmost portion of Sampson County where the Black River and South River converge and as such is particularly vulnerable to riverine flooding, and because of its topography, also vulnerable to localized flash flooding during severe storms; and

WHEREAS, in recent hurricane and severe storm events, the existing roadways in the community of Ivanhoe have experienced severe flooding, isolating the community and leaving its citizens stranded with limited evacuation routes and without access to shelter, medical care, and necessary supplies; and

WHEREAS, the development of Spring Lane has been identified as a possible alternative evacuation route and a potential opportunity to reduce the vulnerability of the Ivanhoe community to the flooding hazard.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the County of Sampson supports the allocation of funding in the amount of \$300,000 to begin the planning for the Spring Lane project to improve the safety of the Ivanhoe community.

ADOPTED this 14th day of September, 2020.

Clark H. Wooten, Chairman
Sampson County Board of Commissioners

ATTEST:

Susan J. Holder, Clerk to the Board

Sampson County
Office of Tax Assessor
PO Box 1082
Clinton, NC 28329

Phone 910-592-8146

Fax 910-592-1227

To: Ed Causey, County Manager
From: Jim Johnson, Tax Administrator
Date: August 27, 2020
Subject: Disabled Veteran Exclusion
(GS 105-277.1c)

The attached disabled veteran exclusion application was received after June 1, 2020. After that date, the Board of Commissioners must approve the application.

The applicant is as follows:

Tommy E. Ammons

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. The late application was received on July 16, 2020.

Please put on the next Board of Commissioners consent agenda for their action.

July 16, 2020

Sampson County Board of Commissioners
Clinton, North Carolina 28328

RE: Tommy E. Ammons

Dear Commissioners:

I am an Honorably Discharged Veteran, who recently received my 100% disability. My award was granted back to 2019. I understand that my request is not within the time frame set, but I am requesting you to please accept this request and grant me the exclusion on my county property taxes for 2020.

I am truly sorry for the late date and ask for your favor on my tax exclusion. Thank you for your consideration in this matter.

Sincerely,

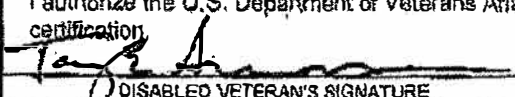
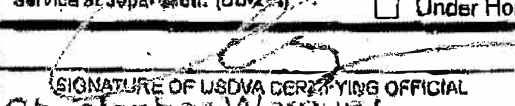


Tommy E. Ammons
1889 Taylors Bridge Rd
Clinton, NC 28328

7R3
NCDVA-0
(Rev. 08-09)

For best delivery to USDVA, filing this form with your local veteran's service office is recommended.

70A =
none

State of North Carolina Certification for Disabled Veteran's Property Tax Exclusion (G.S. 106-277.1C)		Samson COUNTY
SECTION 1		
TO BE COMPLETED BY THE VETERAN OR THE SURVIVING SPOUSE WHO HAS NOT REMARRIED		
Tommy E Ammons <small>NAME (Print or Type)</small>		Tommy E Ammons <small>DISABLED VETERAN'S FULL NAME (PRINT OR TYPE)</small>
1889 Taylors Bridge Hwy <small>STREET ADDRESS OR P.O. BOX NUMBER</small>		<small>SURVIVING SPOUSE'S FULL NAME (PRINT OR TYPE)</small> <small>(If Applicable)</small>
Clinton, NC 28328 <small>CITY STATE ZIP CODE</small>	25 683 123 <small>U.S. DEPT. OF VETERANS AFFAIRS</small> <small>FILE NUMBER</small>	
XXXXXXXXXX <small>VETERAN'S SOCIAL SECURITY NUMBER</small>		
<p>I am either (1) a veteran whose character of service at separation was honorable or under honorable conditions and who has a permanent and total service-connected disability or (2) the surviving spouse, who has not remarried, of a veteran whose character of service at separation was honorable or under honorable conditions and who had a permanent and total service-connected disability at death or veteran's death was the result of a service-connected condition. I request USDVA complete this certification in support of my separate application for the Disabled Veteran's Property Tax Exclusion to the Tax Assessor.</p>		
SECTION 2		
Disabled Veteran's Signature.		
<p>I authorize the U.S. Department of Veterans Affairs to release information regarding my disability as needed for this certification.</p>		
 <small>DISABLED VETERAN'S SIGNATURE</small>		7/16/2020 <small>DATE</small>
SECTION 3		
Surviving Spouse's (who has not remarried) Signature		
<p>I authorize the U.S. Department of Veterans Affairs to release information regarding my spouse's disability or death as needed for this certification.</p>		
<small>SURVIVING SPOUSE'S SIGNATURE</small>		<small>DATE</small>
SECTION 4		
To be completed by the U.S. Department of Veterans Affairs		
Please check all that apply:	A. <input type="checkbox"/> Veteran does not meet either B, C, D, or E of the below criteria.	
	B. <input checked="" type="checkbox"/> Veteran has a service-connected permanent and total disability that existed as of 11/20/19 .	
	C. <input type="checkbox"/> Veteran received benefits on _____ from U.S. Department of Veterans Affairs for specially adapted housing under 38 U.S.C. 2101 for the veteran's permanent residence.	
	D. <input type="checkbox"/> Veteran died on _____ and had a service-connected permanent and total disability at death.	
	E. <input type="checkbox"/> Veteran died on _____ and the death was either (1) the result of a service-connected condition or (2) death occurred while on active duty in the line of duty and not due to service member's own willful misconduct.	
Character of Disabled Veteran's Service at Separation: (DD-214)		<input checked="" type="checkbox"/> Honorable
		<input type="checkbox"/> Under Other than Honorable Conditions
 <small>SIGNATURE OF USDVA CERTIFYING OFFICIAL</small>		07/20/2020 <small>DATE</small>
Christopher Warguez <small>PRINTED NAME OF USDVA CERTIFYING OFFICIAL</small>		<small>NOTE:</small> Stamped Signature by USDVA Official on this form has been authorized by Director, VA Regional Office, Winston-Salem, NC.
Assistant Veterans Service Center Manager <small>TITLE OF USDVA CERTIFYING OFFICIAL</small>		

NC Division of Veterans Affairs authorizes the NC Department of Revenue and any County Tax Office to use this form as needed.

Sampson County
Office of Tax Assessor
PO Box 1082
Clinton, NC 28329

Phone 910-592-8146

Fax 910-592-1227

To: Ed Causey, County Manager
From: Jim Johnson, Tax Administrator
Date: August 27, 2020
Subject: Disabled Veteran Exclusion
(GS 105-277.1c)

The attached disabled veteran exclusion application was received after June 1, 2020. After that date, the Board of Commissioners must approve the application.

The applicant is as follows:

Robert L. Rich

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. The late application was received on August 25, 2020.

Please put on the next Board of Commissioners consent agenda for their action.

August 25, 2020

Sampson County Board of Commissioners
Clinton, North Carolina 28328

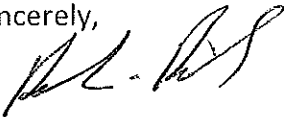
RE: Robert L Rich

Dear Commissioners:

I am an Honorably Discharged Veteran, who recently received my 100% permanent & total disability. My award was granted back to 09/08/2016. I understand that my request is not within the time frame set. I am requesting you to please accept this request and grant me the exclusion on my county property taxes for 2020.

I am truly sorry for the late date and ask for your favor on my tax exclusion. Thank you for your consideration in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. L. Rich', written in a cursive style.

Robert L Rich
501 East Roseboro St
PO Box 675
Roseboro, NC 28382

08-0403640-01

NCDVA-9
(Rev. 08-09)

For best delivery to USDVA, filing this form with your local veteran's service office is recommended.

018

7R3	State of North Carolina Certification for Disabled Veteran's Property Tax Exclusion (G.S. 105-277.1C)	<u>Sampson</u> COUNTY
SECTION 1	TO BE COMPLETED BY THE VETERAN OR THE SURVIVING SPOUSE WHO HAS NOT REMARRIED	
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <u>Robert L. Rick</u> NAME (Print or Type) </div> <div style="width: 45%;"> <u>Robert Louis Rick</u> DISABLED VETERAN'S FULL NAME (PRINT OR TYPE) </div> </div>		
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <u>P.O. Box 675</u> STREET ADDRESS OR P.O. BOX NUMBER </div> <div style="width: 45%;"> SURVIVING SPOUSE'S FULL NAME (PRINT OR TYPE) <i>(If Applicable)</i> </div> </div>		
<div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <u>Roseboro</u> CITY </div> <div style="width: 30%;"> <u>North Carolina</u> STATE </div> <div style="width: 30%;"> <u>28382</u> ZIP CODE </div> </div>		
WSRO 318 MAR 04 2020 Outreach		
U.S. DEPT. OF VETERANS AFFAIRS FILE NUMBER XXXXXXXXXX XXXXXXXXXX		
I am either (1) a veteran whose character of service at separation was honorable or under honorable conditions and who has a permanent and total service-connected disability or (2) the surviving spouse, who has not remarried, of a veteran whose character of service at separation was honorable or under honorable conditions and who had a permanent and total service-connected disability at death or veteran's death was the result of a service-connected condition. I request USDVA complete this certification <i>in support of my separate application for the Disabled Veteran's Property Tax Exclusion to the Tax Assessor.</i>		
SECTION 2	Disabled Veteran's Signature	
I authorize the U.S. Department of Veterans Affairs to release information regarding my disability as needed for this certification.		
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <u>[Signature]</u> DISABLED VETERAN'S SIGNATURE </div> <div style="width: 45%;"> <u>03-03-20</u> DATE </div> </div>		
SECTION 3	Surviving Spouse's (who has not remarried) Signature	
I authorize the U.S. Department of Veterans Affairs to release information regarding my spouse's disability or death as needed for this certification.		
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> SURVIVING SPOUSE'S SIGNATURE </div> <div style="width: 45%;"> DATE </div> </div>		
SECTION 4	To be completed by the U.S. Department of Veterans Affairs	
Please check all that apply:	<div style="display: flex;"> <div style="width: 10%;"> A. B. C. D. E. </div> <div style="width: 80%;"> <input type="checkbox"/> Veteran does not meet either B, C, D, or E of the below criteria. <input checked="" type="checkbox"/> Veteran has a service-connected permanent and total disability that existed as of <u>7/8/16</u> <input type="checkbox"/> Veteran received benefits on _____ from U.S. Department of Veterans Affairs for specially adapted housing under 38 U.S.C. 2101 for the veteran's permanent residence. <input type="checkbox"/> Veteran died on _____ and had a service-connected permanent and total disability at death. <input type="checkbox"/> Veteran died on _____ and the death was either (1) the result of a service-connected condition or (2) death occurred while on active duty in the line of duty and not due to service member's own willful misconduct. </div> </div>	
Character of Disabled Veteran's Service at Separation: (DD-214) <div style="display: flex; justify-content: space-between;"> <input checked="" type="checkbox"/> Honorable <input type="checkbox"/> Under Other than Honorable Conditions </div> <input type="checkbox"/> Under Honorable Conditions		
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <u>[Signature]</u> SIGNATURE OF USDVA CERTIFYING OFFICIAL <u>[Signature]</u> PRINTED NAME OF USDVA CERTIFYING OFFICIAL <u>VSCM</u> TITLE OF USDVA CERTIFYING OFFICIAL </div> <div style="width: 45%;"> <u>3/12/2020</u> DATE </div> </div>		
NOTE: Stamped Signature by USDVA Official on this form has been authorized by Director, VA Regional Office, Winston-Salem, NC.		

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

P. O. BOX 1082 - CLINTON, NORTH CAROLINA 28329-1082

9365

JIM JOHNSON
Tax Administrator

Telephone 910-592-8146
910-592-8147

SAMPSON COUNTY BOARD OF COMMISSIONERS
406 COUNTY COMPLEX ROAD, BUILDING C
CLINTON, NORTH CAROLINA 28328

Members:

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 Donna Keel Bass
2019 in _____ Township, Sampson County, for
the year(s) and in the amount(s) of:

YEAR	
<u>2019</u>	\$ <u>193.28</u>
	\$
	\$
	\$
	\$
	\$ <u>193.28</u>
TOTAL REFUND	\$ <u>193.28</u>

These taxes were assessed through clerical error as follows.

Bill # 0051633694
Plate # FMT 7728
Vehicle sold
2018 Chevy Silverado

G02 County Tax 175.23
School Tax _____
F14 Fire Tax 18.05
City Tax _____
TOTAL \$ 193.28

Mailing Address.

Yours very truly

X Donna Keel Bass
Taxpayer

X Donna Bass
227 Butler Island Rd
Roseboro NC 28382

X Social Security # _____

RECOMMEND APPROVAL:

Jim Johnson
Sampson County Tax Administrator

Board Approved _____

Date

Initials

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

P. O. BOX 1082 - CLINTON, NORTH CAROLINA 28329-1082

9334

JIM JOHNSON
Tax Administrator

Telephone 910-592-8146
910-592-8147

SAMPSON COUNTY BOARD OF COMMISSIONERS
406 COUNTY COMPLEX ROAD, BUILDING C
CLINTON, NORTH CAROLINA 28328

Members:

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 Casey Anthony Rogers in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2019</u>	\$ <u>145.48</u>
	\$
	\$
	\$
	\$
TOTAL REFUND	\$ <u>145.48</u>

These taxes were assessed through clerical error as follows.

2015 Ford
Vehicle Sold, Tag Turned In
Tag # PHV 4962

602 County Tax 131.17
School Tax _____
Fire Tax 14.31
City Tax _____
TOTAL \$ 145.48

Mailing Address.

Yours very truly,

Taxpayer

X 175 Mill Ridge Ct
Godwin NC 28344

X Social Security # _____

RECOMMEND APPROVAL

Sampson County Tax Administrator

Board Approved _____

Date

Initials

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

P. O. BOX 1082 - CLINTON, NORTH CAROLINA 28329-1082

9348

JIM JOHNSON
Tax Administrator

Telephone 910-592-8146
910-592-8147

SAMPSON COUNTY BOARD OF COMMISSIONERS
406 COUNTY COMPLEX ROAD, BUILDING C
CLINTON, NORTH CAROLINA 28328

Members:

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 Sandra Canady Autry in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2019</u>	\$ <u>127.71</u>
<u> </u>	\$ <u> </u>
<u> </u>	\$ <u> </u>
<u> </u>	\$ <u> </u>
<u> </u>	\$ <u> </u>
<u> </u>	\$ <u> </u>
TOTAL REFUND \$ <u>127.71</u>	

Bill # 0031400710
Plate # EBC2420
Tag Sum.
1016 Jeep

These taxes were assessed through clerical error as follows.

602 County Tax 115.15
School Tax _____
120 Fire Tax 12.56
City Tax _____
TOTAL \$ 127.71

Mailing Address.

Sandra Autry
3381 Carroll store Rd
Autryville NC 28318

Yours very truly

X Sandra Canady Autry
Taxpayer

X Social Security # _____

RECOMMEND APPROVAL:

Jim Johnson
Sampson County Tax Administrator

Board Approved _____
Date _____ Initials _____

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

P. O. BOX 1082 - CLINTON, NORTH CAROLINA 28329-1082

9359

JIM JOHNSON
Tax Administrator

Telephone 910-592-8146
910-592-8147

SAMPSON COUNTY BOARD OF COMMISSIONERS
406 COUNTY COMPLEX ROAD, BUILDING C
CLINTON, NORTH CAROLINA 28328

Members:

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 Leila Kerensa Schreiber
2019 in _____ Township, Sampson County, for
the year(s) and in the amount(s) of:

YEAR	
<u>2019</u>	\$ <u>195.73</u>
<u>2018</u>	\$ <u>16.88</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____

TOTAL REFUND \$ 212.61

Bill # 0051712242
Bill # 0047183267
Plate: FMM6402
Plate: PKD 4830
Vehicles Sold
2008 GMC Colorado
2019 Volk Tiguan

These taxes were assessed through clerical error as follows.

602 County Tax 189.63
School Tax _____
Fire Tax 22.98
City Tax _____
TOTAL \$ 212.61

Yours very truly

x Leila K. Schreiber
Taxpayer

Mailing Address.

P.O. Box 117
Salemburg, NC 28385

X Social Security # _____
RECOMMEND APPROVAL:

x Jim Johnson
Sampson County Tax Administrator

Board Approved _____
Date _____ Initials _____

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

P. O. BOX 1082 - CLINTON, NORTH CAROLINA 28329-1082

9338

JIM JOHNSON
Tax Administrator

Telephone 910-592-8146
910-592-8147

SAMPSON COUNTY BOARD OF COMMISSIONERS
406 COUNTY COMPLEX ROAD, BUILDING C
CLINTON, NORTH CAROLINA 28328

Members:

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 Hannah Bryant
_____ in _____ Township, Sampson County, for
the year(s) and in the amount(s) of:

YEAR	
2019	\$ 360.17
	\$
	\$
	\$
	\$
	\$
TOTAL REFUND	\$ 360.17

These taxes were assessed through clerical error as follows.

Bill # 0048549743
Plate # HAV6244
Tag Surr.
2017 GMC Truck

602 County Tax 216.89
501 School Tax 38.12
Fire Tax _____
602 City Tax 105.16
TOTAL \$ 360.17

Yours very truly

X Hannah Bryant
Taxpayer

Mailing Address.

604 Raleigh Rd
Clinton NC 28328

X Social Security: _____

RECOMMEND APPROVAL

Jim Johnson
Sampson County Tax Administrator

Board Approved _____

Date

Initials

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

P. O. BOX 1082 - CLINTON, NORTH CAROLINA 28329-1082

9343

JIM JOHNSON
Tax Administrator

Telephone 910-592-8146
910-592-8147

SAMPSON COUNTY BOARD OF COMMISSIONERS
406 COUNTY COMPLEX ROAD, BUILDING C
CLINTON, NORTH CAROLINA 28328

Members:

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 Barbara Hope _____ in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
2019	\$ 105.61
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL REFUND	\$ 105.61

These taxes were assessed through clerical error as follows.

Bill # 0047890540
Plate # HBE 3299

2012 GMC
Plate turned in

602 County Tax 94.19
 School Tax _____
 719 Fire Tax 11.42
 City Tax _____
 TOTAL \$ 105.61

Mailing Address.

X 142 Pine Ridge Rd
Clinton NC 28328

Yours very truly

X Barbara Hope
Taxpayer

X Social Security # _____

RECOMMEND APPROVAL:

Board Approved _____ Date _____ Initials _____

~~Sampson County Tax Administrator~~

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

P. O. BOX 1082 - CLINTON, NORTH CAROLINA 28329-1082

9350

JIM JOHNSON
Tax Administrator

Telephone 910-592-8146
910-592-8147

SAMPSON COUNTY BOARD OF COMMISSIONERS
406 COUNTY COMPLEX ROAD, BUILDING C
CLINTON, NORTH CAROLINA 28328

Members:

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 Toni Ann White
_____ in _____ Township, Sampson County, for
the year(s) and in the amount(s) of:

YEAR	
2019	\$ 229.17
	\$
	\$
	\$
	\$
	\$
TOTAL REFUND \$ 229.17	

Bill # 00311673625
Plate # FCR6092
Tag Surr.
2019 Ford truck

These taxes were assessed through clerical error as follows.

602	County Tax	176.69
501	School Tax	31.06
F19	Fire Tax	21.42
	City Tax	
TOTAL \$		229.17

Yours very truly

X Toni Ann White
Taxpayer

Mailing Address.

1141 Faison Hwy
Clinton NC 28328

X Social Security # _____
RECOMMEND APPROVAL:

Jim Johnson
Sampson County Tax Administrator

Board Approved _____ Date _____ Initials _____

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

P. O. BOX 1082 - CLINTON, NORTH CAROLINA 28329-1082

9353

JIM JOHNSON
Tax Administrator

Telephone 910-592-8146
910-592-8147

SAMPSON COUNTY BOARD OF COMMISSIONERS
406 COUNTY COMPLEX ROAD, BUILDING C
CLINTON, NORTH CAROLINA 28328

Members:

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 Harrington, Larry W + Mary B.
in North Clinton Township, Sampson County, for
the year(s) and in the amount(s) of: 12067852001

YEAR	
<u>2019</u>	\$ <u>90.44</u>
<u>2018</u>	\$ <u>88.07</u>
<u>2017</u>	\$ <u>88.07</u>
<u>2016</u>	\$ <u>88.48</u>
<u>2015</u>	\$ <u>88.48</u>
TOTAL REFUND \$ <u>443.54</u>	

These taxes were assessed through clerical error as follows.

Amount corrected per DB 559/381
+ DB 1010/873 (out conveyance)

County Tax	<u>342.19</u>
School Tax	<u>59.98</u>
Fire Tax	<u>41.37</u>
City Tax	
TOTAL \$	<u>443.54</u>

Mailing Address.

Yours very truly

LARRY + MARY HARRINGTON
Taxpayer

95 WALLACE LANE
CLINTON NC 28328

Social Security # _____

RECOMMEND APPROVAL:

Jim Johnson
Sampson County Tax Administrator

Board Approved _____
Date _____ Initials _____

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand a release and adjustment of taxes assessed by Sampson County against the property owned by Ronald Pleasant in Halls Township, Sampson County, for the year(s) and in the amount(s) of:

Year	<u>2020</u>	\$	<u>279.84</u>
		\$	
		\$	
		\$	
		\$	
Total Release/Adjustment		\$	<u>279.84</u>
<u>G01</u> County Tax		\$	<u>279.84</u>
School Tax		\$	
Fire Tax		\$	
City Tax		\$	
Total		\$	<u>279.84</u>

The taxes were assessed through clerical error or an illegal tax as follows:

Parcel should have been deactivated during transfer on 4-18-19, but was not in error -

Taxpayer:

Ronald K. Pleasant

Tax Administrator:

Jin Johnson

Board Approved:

Date

Initials

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand a release and adjustment of taxes assessed

by Sampson County against the property owned by Michael K. Sutton & Deborah

in Dismal Township, Sampson County, for the year(s) and in the

amount(s) of: 02028660001

Year	<u>2020</u>	\$	<u>771.84</u>
		\$	
		\$	
		\$	
		\$	
Total Release/Adjustment		\$	<u>771.84</u>

County Tax	\$	<u>695.93</u>
School Tax	\$	
^{F20} Fire Tax	\$	<u>75.91</u>
City Tax	\$	
Total	\$	<u>771.84</u>

The taxes were assessed through clerical error or an illegal tax as follows:

1. 70 acres + buildings should have been MB
left in Grantor's name per DB 2049/230 + 10/1/18 +

Taxpayer:

Michael, Deborah Sutton

Tax Administrator:

Joe Johnson

Board Approved:

Date

Initials

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand a release and adjustment of taxes assessed

by Sampson County against the property owned by Michael R. Sutton + Deborah

in Dismal Township, Sampson County, for the year(s) and in the

amount(s) of: 02003264001

Year	<u>2020</u>	\$ <u>194.59</u>
		\$ _____
		\$ _____
		\$ _____
		\$ _____
Total Release/Adjustment		\$ <u>194.59</u>

County Tax	\$ <u>175.45</u>
School Tax	\$ _____
^{F20} Fire Tax	\$ <u>19.14</u>
City Tax	\$ _____
Total	\$ <u>194.59</u>

The taxes were assessed through clerical error or an illegal tax as follows:

Combined with 02028660001 per Deed 2049/230
being one tract.

Taxpayer:

Michael, Deborah Sutton

Tax Administrator:

Jim Johnson

Board Approved:

Date

Initials

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand a release and adjustment of taxes assessed by Sampson County against the property owned by Betty Holland in Honeycutt Township, Sampson County, for the year(s) and in the amount(s) of:

Year	<u>2020</u>	\$	<u>446.02</u>
		\$	
		\$	
		\$	
		\$	
Total Release/Adjustment		\$	<u>446.02</u>

601/	County Tax	\$	<u>446.02</u>
	School Tax	\$	
	Fire Tax	\$	
	City Tax	\$	
	Total	\$	<u>446.02</u>

The taxes were assessed through clerical error or an illegal tax as follows:

House transferred to wrong parcel in error during transfer process. House is now on 06008555601- (54)

Taxpayer:

Betty Holland

Tax Administrator:

Jui Jones

Board Approved:

Date

Initials

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand a release and adjustment of taxes assessed by Sampson County against the property owned by Howard B Faircloth Jr in Little Coharie Township, Sampson County, for the year(s) and in the amount(s) of:

Year	<u>2020</u>	\$	<u>231.25</u>
		\$	
		\$	
		\$	
		\$	
Total Release/Adjustment		\$	<u>231.25</u>

Co1	County Tax	\$	<u>206.25</u>
	School Tax	\$	
F16	Fire Tax	\$	<u>25.00</u>
	City Tax	\$	
	Total	\$	<u>231.25</u>

The taxes were assessed through clerical error or an illegal tax as follows:

Exemption not applied.

08-0174098-01

Taxpayer:

Howard B. Faircloth Jr.

Tax Administrator:

Jai John

Board Approved:

Date

Initials

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand a release and adjustment of taxes assessed by Sampson County against the property owned by Fausto Vera
in Little Coharie Township, Sampson County, for the year(s) and in the
amount(s) of: Parcel 08009595601

Year	<u>2020</u>	\$	<u>254.69</u>
		\$	
		\$	
		\$	
		\$	
		\$	
Total Release/Adjustment		\$	<u>254.69</u>

601- County Tax	\$	<u>230.90</u>
School Tax	\$	
614- Fire Tax	\$	<u>23.79</u>
City Tax	\$	
Total	\$	<u>254.69</u>

The taxes were assessed through clerical error or an illegal tax as follows:

*Property transferred to new owner in 2019.
Tax office not notified until bills sent.
Rebilled on 08020546401*

Taxpayer:

Fausto Vera

Tax Administrator:

Jim Johnson

Board Approved:

Date

Initials

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand a release and adjustment of taxes assessed by Sampson County against the property owned by Freddie Williford in Mingo Township, Sampson County, for the year(s) and in the amount(s) of: 10113168014

Year 2020 \$ 367.20

Total Release/Adjustment \$ 367.20

County Tax \$ 331.08
School Tax \$ _____
^{F06}
Fire Tax \$ 36.12
City Tax \$ _____
Total \$ 367.20

The taxes were assessed through clerical error or an illegal tax as follows:

Inactive parcel per DB 2001 386

Taxpayer:

Freddie Williford

Tax Administrator:

[Signature]

Board Approved:

Date

Initials

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand a release and adjustment of taxes assessed by Sampson County against the property owned by Green on The Go Vending, LLC in Plainview Township, Sampson County, for the year(s) and in the amount(s) of:

Year	<u>2020</u>	\$	<u>351.12</u>
		\$	
		\$	
		\$	
		\$	
Total Release/Adjustment		\$	<u>351.12</u>

County Tax	\$	<u>287.80</u>	LL	<u>28.78</u>
School Tax	\$			
Fire Tax	\$	<u>31.40</u>	LL	<u>3.14</u>
City Tax	\$			
Total	\$	<u>351.12</u>		

Acct# 202888

Bill # 4880

PID# 51642

- Assets located in Harnett Co.
- Harnett Co will bill

The taxes were assessed through clerical error or an illegal tax as follows:

Taxpayer:

Green on The Go Vending, LLC

Tax Administrator:

Joe Johnson

Board Approved:

Date

Initials

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand a release and adjustment of taxes assessed

by Sampson County against the property owned by Rommie A. Melvin

in South River Township, Sampson County, for the year(s) and in the

amount(s) of:

Year	
<u>2020</u>	\$ <u>1560.73</u>
	\$ _____
	\$ _____
	\$ _____
	\$ _____
Total Release/Adjustment	\$ <u>1560.73</u>

601-	County Tax	\$ <u>833.40</u>
	School Tax	\$ _____
	Fire Tax	\$ _____
604-	City Tax	\$ <u>727.33</u>
	Total	\$ <u>1560.73</u>

The taxes were assessed through clerical error or an illegal tax as follows:

Reval changed the dwelling to a 1 1/2 story home,
but second level is unfinished.

Taxpayer:

Rommie A. Melvin

Tax Administrator:

[Signature]

Board Approved:

Date

Initials

PAR ID: 16039220001

Map #: 117A 0306A

JURIS CD: 16 SOUTH RIVER
G01 SAMPSON COUNTY

C04 GARLAND TOWN TAX

Route #: 3000

PIN #: 1388.17-20-1267

SAMPSON CO, NC - Property Card

Printed: 08/27/20

Card: 1 of 1

Appraiser: BB

Ownership: 186087

SITUS:

32 CENTER ST

Deeded Acres: .7576

Legal Description:

32 Center St

Subd:

Nbhd: P Paved Road

Parcel: Fair

Sale Dt

I

S

Price

Db/Pq

Valid Code

Fronting:

01/09/14

G/D 1

1879/368

RELATED

Location:

07/30/08

D

13,000

1715/17

Parking:

12/30/05

D

7,000

1612/050

Utility:

No Valid Sale

Zoning:

Sketch Vectors

Vector

A0CD40R11U6R13D5R3D1R9U1R3U1R9U12R6U13L6U13L48 A1R11D34CR13D5L13U5

Improvement Description: R1 conventional

Story: 1.5

FP Stacks:

Class: single family

Ext Wall: alum/viny/steel

Yr Blt: 2014

Eff Year:

Heating: heat pump

Fuel: elec

System: heat and a/c

Openings:

Prefab FP:

Rooms: 6

Bedrooms: 3

Unfin Area:

Fin Bsmt Area:

Rec Room Area:

Bsmt:

BSMT Gar:

Attic:

Baths: 2

Half:

Extra Fixt:

Misc 1:

Misc 2:

Phys Cond:

CDU:

Over Depr Tb:

Funct Dep %:

Funct Desc:

Econ Dep%:

Econ Desc:

N-Fact:

% Complete:

Grade: A

C&D Fact:

C&D Desc:

TV/SF

SP/SF

RCN/SF

RCNLD/SF

104.52

0.00

104.78

99.54

Assessment: 2020

Method:

COST APPROACH

Land:

\$13,200

Excluded:

BLDG:

\$264,183

Ag Use:

Market:

\$277,383

SWF:

Deferred:

\$0

Exempt:

\$0

Taxable:

\$277,383

Entrances

Revisit:

Reason:

Appr Date

Code

Rev2

Building Permit

Date

Permit #

Permit \$

CO Date

Fig

11/27/2013

B13-00066

MODULAR HOME

HSF:

2,654

TSF:

2,909

278,087

Total:

264,183

PAR ID: 16039220001

Map #: 117A 0306A

JURIS CD: 16 SOUTH RIVER
G01 SAMPSON COUNTY

C04 GARLAND TOWN TAX

Route #: 3000

PIN #: 1388-17-20-1267

SAMPSON CO, NC - Property Card

Printed: 08/27/20 Card: 1 of 1 Appraiser: BB

Ownership: 186087

MELVIN ROMMIE ALEXANDER

PO BOX 432

GARLAND NC 28441

SITUS:

32 CENTER ST

Deeded Acres: .7576

Legal Description:

32 Center St

Subd:

Nbhd: P Paved Road

Parcel: Fair

Sale Dt: 01/09/14

I: G/D

S: 1

Price: 13,000

Db/Pa: 1879368

Valid: Code

Fronting:

Location: 07/30/08

D: 13,000

D: 1715/17

Parking: 12/30/05

D: 7,000

D: 1812/050

Utility: A all available;

Zoning: No Valid Sale

Sketch Vectors

Vector

A0CD40R11U6R13D5R3D1R9U1R3U1R9U12R6U13L6U13L48 A1R11D34CR13D5L13U5

Improvement Description: R1 conventional

Story: 1

Class: single family

Ext Wall: alum/vinyl/steel

Yr Blt: 2014

Eff Year:

Heating: heat pump

Fuel: elec

System: heat and a/c

FP Stacks:

Openings:

Prefab FP:

Rooms: 6

Bedrooms: 3

Unfin Area:

Fin Bsmt Area:

Rec Room Area:

Bsmt:

BSMT Gar:

Attic: no attic/unfinished

Baths: 2

Half:

Extra Fxtr:

Misc 1:

Misc 2:

Phys Cond: G

CDU: GD

Over Dep: Tb:

Frct Dep %:

Frct Desc:

Econ Dep%:

Econ Desc:

N-Fact:

% Complete:

Grade: B-2

C&D Fact:

C&D Desc:

TV/SF: 88.31

SP/SF: 0.00

RCN/SF: 82.51

RCNLD/SF: 82.51

Method: COST APPROACH

Land: \$11,000 Excluded:

BLDG: \$156,433 Ag Use:

Market: \$167,433 SWF:

Deferred: \$0

Exempt: \$0

Taxable: \$167,433

Entrances

Revisit: 154,270

Reason: 2,163

Appr Date Code Rev2

Building Permit

Date Permit # Permit \$ CO Date Flg

11/27/2013 B13-00065

MODULAR HOME

HSF: 1,896 TSF: 1,961

Total: 156,433

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand a release and adjustment of taxes assessed by Sampson County against the property owned by Sue Ternigan Smith in Westbrook Township, Sampson County, for the year(s) and in the amount(s) of: 19092152005

Year	<u>2020</u>	\$	<u>1,091.95</u>
		\$	
		\$	
		\$	
		\$	
		\$	
Total Release/Adjustment		\$	<u>1,091.95</u>

County Tax	\$	<u>1,000.95</u>
School Tax	\$	
^{F18} Fire Tax	\$	<u>91.00</u>
City Tax	\$	
Total	\$	<u>1,091.95</u>

The taxes were assessed through clerical error or an illegal tax as follows:

Should have been made inactive due to splits per DB 2043/925 + 2043/927.

Taxpayer:

Sue Ternigan Smith

Tax Administrator:

Ju Johnson

Board Approved:

Date

Initials

PAR ID: 19092152005

Map #: H 2 0 18

JURIS CD: 19 WESTBROOK
G01 SAMPSON COUNTY

F18 NEWTON GROVE FIRE DIST.

Route #: 11000

PIN #: 1574-44-0100

SAMPSON CO, NC - Property Card

Printed: 08/27/20

Card: 1 of 1

Appraiser:

Ownership: 193848

SMITH, SUE JERNIGAN
199 OLD CROW RD
NEWTON GROVE NC 28368

Subd:
Nbhd: P Paved Road

Parcel: A average

Fronting:
Location:
Parking:
Utility: E electric;
Zoning:

Sale Dt: 08/16/17
06/14/89 D
No Valid Sale

I: S

Price

Db/Pq Valid Code
17E/371 RELATED
1089/226

SITUS:
OLD CROW RD

Deeded Acres: 47.44
Legal Description:
Old Crow Rd

Sketch Vectors
Vector

Improvement Description: AG

Assessment: 2020

Story:
Class:
Next Wall:
Yr Blt:
Eff Year:
Heating:
Fuel:
System:

FP Stacks:
Openings:
Prefab FP:
Rooms:
Bedrooms:
Unfin Area:
Fin Bsmt Area:
Rec Room Area:

Bsmt:
BSMT Gar:
Attic:
Baths:
Half:
Extra Fixt:
Misc 1:
Misc 2:

Phys Cond:
CDU:
Over Depr Tb:
Funct Dep %:
Funct Desc:
Econ Dep%:
Econ Desc:
N-Fact:

% Complete:
Grade:
C&D Fact:
C&D Desc:
TV/SF
SP/SF
RCN/SF
RCNLD/SF

Method:
Land: \$120,527 Excluded:
BLDG: \$800 Ag Use:
Market: \$121,327 SWF:
Deferred: \$0
Exempt: \$0
Taxable: \$121,327

L# Low 1st 2nd 3rd Description

RCNLD

Value(RCN) Yr Bt Eff Yr Bt Grd CDU %Gd Table %Cmp

HSF: TSF: 0 Total:

Entrances

Revisit:
Reason:
Appr Date Code Rev2

Building Permit
Date Permit # Permit \$ CO Date Flg

2043
0925

FILED
SAMPSON COUNTY
GRAHAM F. BUTLER
REGISTER OF DEEDS

FILED Oct 01, 2019
AT 02:16:02 pm
BOOK 02043
START PAGE 0925
END PAGE 0926
INSTRUMENT # 05053

BK:02043 PG:0925

THIS INSTRUMENT WAS PREPARED BY JUSTIN L. LOCKAMY, A NORTH CAROLINA LICENSED ATTORNEY, P. O. BOX 1216 (609 COLLEGE STREET), CLINTON, NORTH CAROLINA, 28329. DELINQUENT TAXES, IF ANY, TO BE PAID BY CLOSING ATTORNEY TO THE COUNTY TAX COLLECTOR UPON DISBURSEMENT OF CLOSING PROCEEDS.

After recording, please mail to: 199 Old Crow Rd., Newton Grove, NC 28366

County PID 19-0921520-05 (portion)

Excise Tax -\$0-

Recording \$26.00

GENERAL WARRANTY DEED

STATE OF NORTH CAROLINA

COUNTY OF SAMPSON

CONVEYANCE OF THIS PROPERTY
HAS BEEN DULY NOTED ON THE
TAX RECORDS. *BEA*
TAX ADMINISTRATOR

THIS DEED, made this 30 day of September, 2019, by SUE J. SMITH, widow, of 199 Old Crow Road, Newton Grove, Sampson County, North Carolina, party of the first part, to CYNTHIA ELAINE SMITH, of Sampson County, North Carolina, party of the second part;

WITNESSETH:

That the said party of the first part, in consideration of Ten Dollars (\$10.00) and other valuable consideration to her paid by the said parties of the second part, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does bargain, sell and convey unto the said parties of the second part, his heirs and assigns, all that lot or parcel of land lying and being in the Newton Grove Township, Sampson County, North Carolina, and being more particularly described as follows:

BEING ALL of Lot 2, containing 24.79 acres more or less, as shown on that certain "Survey for Sue J. Smith," prepared by William E. Barefoot, P.L.S., under date of October 2, 2018,

The Attorney preparing this document has performed no search of title.

and recorded at Map Book 100, Page 57 of the Sampson County Registry, reference to which map is made and incorporated herein for a more complete description by metes and bounds.

SUBJECT TO a certain conservation easement, containing 6.48 acres more or less, as shown on the aforesaid map.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereunto belonging to the said parties of the second part and their heirs and assigns forever.

And the party of the first part for herself and her heirs and assigns does covenant that she is seized of said premises and has the right to convey the same in fee simple; that the same is free and clear from encumbrances, and that she will warrant and defend the title to the same against the lawful claims of all persons whomsoever.

IN TESTIMONY WHEREOF, the Grantor has hereunto set her hand and seal, the day and year first written above.

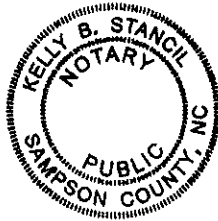
Sue J. Smith (SEAL)
SUE J. SMITH

STATE OF NORTH CAROLINA
COUNTY OF SAMPSON

I, Kelly B. Stancil, a Notary Public for the County and State aforesaid, certify that Sue J. Smith personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 30th day of September, 2019.

My commission expires: 08/01/2022

Kelly B. Stancil
NOTARY PUBLIC



The Attorney preparing this document has performed no search of title.

2043
0927

FILED
SAMPSON COUNTY
GRAHAM F. BUTLER
REGISTER OF DEEDS

FILED Oct 01, 2019
AT 02:16:03 pm
BOOK 02043
START PAGE 0927
END PAGE 0928
INSTRUMENT # 05054

BK:02043 PG:0927

THIS INSTRUMENT WAS PREPARED BY JUSTIN L. LOCKAMY, A NORTH CAROLINA LICENSED ATTORNEY, P. O. BOX 1216 (609 COLLEGE STREET), CLINTON, NORTH CAROLINA, 28329. DELINQUENT TAXES, IF ANY, TO BE PAID BY CLOSING ATTORNEY TO THE COUNTY TAX COLLECTOR UPON DISBURSEMENT OF CLOSING PROCEEDS.

After recording, please mail to: 199 Old Crow Rd., Newton Grove, NC 28366

County PID 19-0921520-05 (portion)

Excise Tax -\$0-

Recording \$26.00

GENERAL WARRANTY DEED

STATE OF NORTH CAROLINA

COUNTY OF SAMPSON

CONVEYANCE OF THIS PROPERTY
HAS BEEN DULY NOTED ON THE
TAX RECORDS. *BEH*
TAX ADMINISTRATOR

THIS DEED, made this 20 day of September, 2019, by SUE J. SMITH, widow, of 199 Old Crow Road, Newton Grove, Sampson County, North Carolina, party of the first part, to ANTHONY DWAYNE SMITH II, of Sampson County, North Carolina, party of the second part;

WITNESSETH:

That the said party of the first part, in consideration of Ten Dollars (\$10.00) and other valuable consideration to her paid by the said parties of the second part, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does bargain, sell and convey unto the said parties of the second part, his heirs and assigns, all that lot or parcel of land lying and being in the **Newton Grove Township, Sampson County, North Carolina**, and being more particularly described as follows:

BEING ALL of Lot 3, containing 26.54 acres more or less, as shown on that certain "Survey for Sue J. Smith," prepared by William E. Barefoot, P.L.S., under date of October 2, 2018,

The Attorney preparing this document has performed no search of title.

and recorded at Map Book 100, Page 57 of the Sampson County Registry, reference to which map is made and incorporated herein for a more complete description by metes and bounds.

SUBJECT TO a certain conservation easement, containing 7.04 acres more or less, as shown on the aforesaid map.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereunto belonging to the said parties of the second part and their heirs and assigns forever.

And the party of the first part for herself and her heirs and assigns does covenant that she is seized of said premises and has the right to convey the same in fee simple; that the same is free and clear from encumbrances, and that she will warrant and defend the title to the same against the lawful claims of all persons whomsoever.

IN TESTIMONY WHEREOF, the Grantor has hereunto set her hand and seal, the day and year first written above.

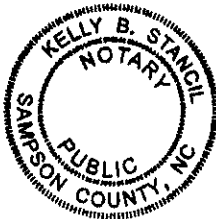
Sue J. Smith (SEAL)
SUE J. SMITH

**STATE OF NORTH CAROLINA
COUNTY OF SAMPSON**

I, Kelly B. Stancil, a Notary Public for the County and State aforesaid, certify that Sue J. Smith personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 30th day of September, 2019.

My commission expires: 08/01/2022

Kelly B. Stancil
NOTARY PUBLIC



The Attorney preparing this document has performed no search of title.

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

Members:

Pursuant to North Carolina G. S. 105-381, I hereby demand a release and adjustment of taxes assessed by Sampson County against the property owned by Ronald Pleasant in Halls Township, Sampson County, for the year(s) and in the amount(s) of:

Year	
<u>2020</u>	\$ <u>1,383.82</u>
	\$
	\$
	\$
	\$

Total Release/Adjustment	\$ <u>1,383.82</u>
<u>601</u> County Tax	\$ <u>1383.82</u>
School Tax	\$
Fire Tax	\$
City Tax	\$
Total	\$ <u>1,383.82</u>

The taxes were assessed through clerical error or an illegal tax as follows:

Parcel should have been deactivated during transfer on 4-18-19, but was not in error

Taxpayer:

Ronald K. Pleasant

Tax Administrator:

[Signature]

Board Approved:

Date

Initials

PAR ID: 04100292004

Map #: M 7 0 1 A

JURIS CD: 04 HALLS

SAMPSON COUNTY

G01 SAMPSON COUNTY

Route #: 24000

PIN #: 2427-58-7134

Printed: 08/27/20

Card: 1 of 1

Appraiser: JLM

Ownership: 108753

PLEASANT, RONALD K

PLEASANT, SARA T

PO BOX 851

CLINTON NC 28329

SITUS:

541 KINGS POND LN

Deeded Acres: 8.51

Legal Description:

541 Kings Pond Ln

Subd:

Nbhd: DP Dirt Private Road

Parcel: Fair

Sale Dt

I

S

Price

Db/Pa

Valid. Code

05/15/09 D

1741/805

07/05/94 D

1186/163

No Valid Sale

Fronting:

Location:

Parking:

Utility:

W water; T septic tank

Zoning:

Sketch Vectors

Vector

A00CR6D9R23U35L29D26 A01CD9R6U9L6 A02CU26L20D26R20 A03R6D9R23CR20U35L20D35

A04R29U26CR20U22L20D22 A05U26L20CR49U8L49D8 A06L20CU32L5D5L5D27R10

Improvement Description: AG conventional

Story: 2

Class: single family

Ext Wall: brick/fram

Yr Blt: 1977

Eff Year:

Heating: heat pump

Fuel: gas

System: heat and a/c

FP Stacks: 1

Openings: 1

Prefab FP:

Rooms: 8

Bedrooms: 4

Unfin Area:

Fin Bsmt Area:

Rec Room Area:

Bsmt:

BSMT Gar:

Attic:

Baths: 3

Half:

Extra Fixt:

Misc 1:

Misc 2:

Phys Cond:

CDU:

Over Depr Tb:

Funct Dep %:

Funct Desc:

Econ Dep%:

Econ Desc:

N-Fact:

% Complete:

Grade:

C&D Fact:

C&D Desc:

TV/SF:

SP/SF:

RCN/SF:

RCNLD/SF:

CDU:

Grd:

Yr Bt:

Eff Yr Bt:

Value(RCN):

Area:

Value(RCN):

Yr Bt:

Eff Yr Bt:

Grd:

%Gd:

Table:

%Cmp:

RCNLD:

85,233

908

20,208

26,962

8,484

2,503

1,992

Method:

COST APPROACH

Land:

\$28,135

Excluded:

U

BLDG:

\$153,009

Ag Use:

SWF:

Market:

\$181,144

Deferred:

\$13,408

Exempt:

\$0

Taxable:

\$167,736

Entrances

Revisit:

Reason:

Appr Date

Code

Rev2

Building Permit

Date

Permit #

Permit \$

CO Date

Flg

HSF:

2,950

TSF:

4,323

280,244

Total:

146,288

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

FROM: Rosemarie Oates, Director, SAT

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2020-2021

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
16145000-525100	GAS, OIL, TIRES	180,000.00	
16145000-512100	SALARIES	139,303.00	
16145000-512600	PART TIME SALARIES	93,600.00	
16145000-535300	MAINT/REPAIR VEHICLES	70,000.00	
16145000-526200	DEPT SUPPLIES	4,500.00	
16145000-519100	PROFESSIONAL SERVICES	1,953.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
16134500-403611	CARES ACT	489,356.00	

2. Reason(s) for the above request is/are as follows:

ALLOCATE FUNDS FOR CARES ACT FUNDING TO BE USED FOR OPERATIONS OF SAT

ROSEMARIE OATES-MOBLEY
(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

8/3, 2020
[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:

08/17/20

FROM: Eileen Coite

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for Fiscal Year 2020-2021

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
05558310-561008	JUV TREATMENT INTERVENTION	1000.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
05435831-303615	JCPC JUVENILE PSYCHOLOGICAL	1,000.00	

2. Reason(s) for the above request is/are as follows:
INCREASE IN DPS/JCPC REVENUE TO PROVIDE ADDITIONAL SERVICES

Eileen A. Coite

(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

8/31, 2020

Paul H. Hylton

(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

, 20

Sam W. Coite

(County Manager & Budget Officer)

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

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

8/19/2020

FROM: SAMPSON COUNTY HEALTH DEPARTMENT

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2020-2021

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12551630-526200	DEPARTMENT SUPPLIES	1,200.00	
12551630-526201	DEPARTMENT SUPPLIES EQUIPMENT	5,904.00	
12551630-538100	DATA PROCESSING	396.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12535163-404000	STATE ASSISTANCE	7,500.00	

2. Reason(s) for the above request is/are as follows:

ALLOCATE NEW STATE FUNDS FOR TELEMEDICINE NEEDS

Wanda Fabius
(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval. 0

8/31, 2020

[Signature]
(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval. 0

_____, 20____

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

[Signature]
(County Manager & Budget Officer)

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

08/20/20

FROM: Eileen Coite

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for Fiscal Year 2020-2021

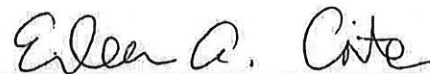
1. It is requested that the budget for the Cooperative Extension Department be amended as follows:

Expenditure Account	Expenditure Account Description	Increase	Decrease
05558320-518200	RETIREMENT	396.00	
05558320-521100	JANITORIAL SUPPLIES	150.00	
05558320-522100	FOOD & PROVISIONS	985.00	
05558320-526200	DEPARTMENTAL SUPPLIES	751.00	
05558320-544000	CONTRACTED SERVICES	1986.00	
05558320-519900	OTHER PROFESSIONAL SERVICES		8.00
05558320-525100	GAS OIL & TIRES		138.00
05558320-531100	TRAVEL		18.00
05558320-535300	MAINTENANCE/REPAIR VEHICLES		200.00
05558320-539500	EMPLOYEE TRAINING		286.00
05558320-539900	RESTITUTION BANK		760.00

Revenue Account	Revenue Account Description	Increase	Decrease
05035832-303612	DIV HUMAN RES	2,858.00	

2. Reason(s) for the above request is/are as follows:

DECREASING EXPENSE ACCOUNTS TO OFFSET ADDITIONAL COSTS OF RETIREMENT AND TO MATCH APPROVED JCPC BUDGET

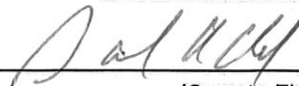


(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

8/31, 2020



(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:

08/24/20

FROM: Eileen Coite

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for Fiscal Year 2020-2021

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

Expenditure Account	Expenditure Account Description	Increase	Decrease
05558330-512600	PART TIME SALARIES	260.00	
05558330-518100	FICA	16.00	
05558330-518120	MEDICARE FICA	3.00	
05558330-518200	RETIREMENT	54.00	
05558330-518300	GROUP INSURANCE	23.00	
05558330-522100	FOOD AND PROVISIONS	576.00	
05558330-525100	GAS, OIL AND TIRES	455.00	
05558330-526200	DEPARTMENTAL SUPPLIES	852.00	
05558330-531100	TRAVEL	1344.00	
05558330-544000	CONTRACTED SERVICES	1990.00	

Revenue Account	Revenue Account Description	Increase	Decrease
05035833-303612	REV-JUVENILE INNOVATIONS	5,573.00	

2. Reason(s) for the above request is/are as follows:

INCREASING EXPENSE ACCOUNTS TO MATCH APPROVED JCPC BUDGET



(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

8/31, 2020

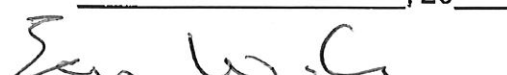


(County Finance Officer)

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:

August 24, 2020

FROM: Lorie Sutton, Director of Aging

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2020-2021

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>
02558790-526200	INFO/CASE ASST- DEPT SUPPLIES	\$ 100.00	
02558790-526201	INFO/CASE ASST - DEPT SUPPLIES - EQUIP	\$ 1,300.00	
02558790-544000	INFO/CASE ASST - CONTRACTED SERVICES	\$ 1,600.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02035879-403602	INFO/CASE - HEALTH PROMOTION	\$ 3,000.00	

2. Reason(s) for the above request is/are as follows:
To budget Health Promotion Funding for FY 20-21.

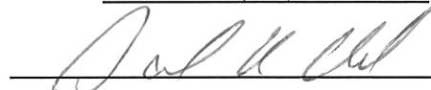


(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

8/31, 2020



(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:

7/13/2020

FROM: SAMPSON COUNTY HEALTH DEPARTMENT

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2020-2021

1. It is requested that the budget for the AA-539 CARES ACT - COVID Response Department
be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
0-512100	SALARIES	20,000.00	
0-518100	FICA	1,240.00	
0-518120	MEDICARE FICA	290.00	
0-518200	RETIREMENT	1,512.00	
0-518300	GROUP INSURANCE	805.00	
0-518400	DENTAL INSURANCE	30.00	
0-518901	401k	1,500.00	
0-526200	DEPARTMENT SUPPLIES	1,018.00	
0-532100	TELEPHONE & POSTAGE	1,000.00	
0-529702	LAB SERVICES	4,000.00	
0-531100	TRAVEL	1,000.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12535192-404000	STATE ASSISTANCE	32,395.00	

2. Reason(s) for the above request is/are as follows:

TO ALLOCATE NEW STATE FUNDING FOR COVID RESPONSE

Wanda Roberts
(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

8/31, 2020
[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:

FROM: David K. Clack, Finance Officer

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2020-2021

1. It is requested that the budget for Various Departments be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11243200-535100	Maint repair bldgs and grounds	26,046.00	
11243100-554000	Capital outlay vehicles	64,868.00	
11142600-535123	Maint repair special projects	92,425.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11039999-409800	Fund balance approp encumbrances	183,339.00	


2. Reason(s) for the above request is/are as follows:

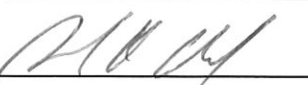
To budget funds to pay for goods and services ordered in FY 19-20 that were not provided until FY 20-21.


(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval. 

, 2020


(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval. 

_____, 20____


(County Manager & Budget Officer)

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