



**SAMPSON COUNTY
BOARD OF COMMISSIONERS
MEETING AGENDA
September 13, 2021**

6:00 pm Convene Regular Meeting (County Auditorium)

Invocation and Pledge of Allegiance
Approve Agenda as Published

Item 1 Planning and Zoning

- a. Consideration of Final Plan for Taylors Creek Phase III (23-lot) Located on Autry Mill Road **1 - 9**

Item 2 Public Hearings

- a. Public Hearing Regarding Proposed Appropriations and Expenditures for Economic Development: Loan of NC Reuse Project Grant to Cayenne Acquisitions Group **10 - 44**
- b. Public Hearing Regarding Amendments to the Economic Development Budget for FY 21-22 **45 - 49**
- c. Public Hearing Regarding Proposed Community Transportation Program Applications **50 - 61**

Item 3 Action Items

- a. Water District - Authorize Submission of Funding Applications **62 - 68**
- Keener Well and Water Main Extension
 - South Eldridge and Governor Moore Road Water Main Extensions
 - Harrells Interconnection
- b. Water District - Award of Bid and Construction Contract for Johnston County Water Interconnection, Phase II **69 - 72**
- c. Courthouse Roof Bid Award and Construction Contract Approval **73 - 140**
- d. Consideration of Execution of a Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation **141 - 183**
- e. Allocation of American Recovery Plan (ARP) Funding **184 - 186**
- f. Authorization for Market Study of Position Classifications for Certain Departments **187 - 188**

Item 3	Action Items, continued	
	g. Appointments – Juvenile Crime Prevention Council (JCPC)	189 - 190
Item 4	Consent Agenda	191
	a. Approve the minutes of the July 27, 2021 and August 2, 2021 meetings	192 - 199
	b. Approve request from Sampson-Clinton Public Library to surplus and discard withdrawn materials pursuant to the library’s Materials Selection Policy and the County’s Records Retention Policies	200 - 205
	c. Approve the Sampson Area Transportation System Safety Plan for 2021	206 - 255
	d. Approve the Contract Amendment No. 1 to the Basic Services Agreement between Sampson County, the City of Clinton and AVCON Engineers & Planners, Inc. dated June 25, 2019, and Task Order 2019.01 dated September 1, for the FBO Apron Rehabilitation Project and authorize Chairman to execute same	256 - 267
	e. Approve the execution of contracts between Sampson County (DSS) and service providers: Sampson Area Transportation (NEMT); Warrick & Bradshaw (Legal); Carolina Care & Consulting (Psychological Evaluation); Department of Aging (Adult Day Health); Sampson County Sheriff (Child Support Deputy and Juvenile Court Officer); Corinne Railey (Legal); Vanguard (Temporary Social Workers); The Gardens of Roseboro (NEMT); The Magnolia (NEMT); Sampson Home Health (In Home Services); and Candii Homes (NEMT)	268 - 435
	f. Approve Sampson County Finance request to declare certain vehicles and unclaimed property as surplus and authorize, by resolution, staff to conduct a public auction on October 8, 2021	436 - 441
	g. Authorize execution of the Duke Progress Energy easement for the 911 & Emergency Services property on Commerce Street	442 - 446
	h. Approve late applications for disabled veterans tax exclusions for Bruce Glenwood Owens and Allen Lynn Spell	447 - 452
	i. Approve the tax refunds and releases as submitted	453 - 495
	j. Approve budget amendments as submitted	496 - 507
Item 5	County Manager’s Report	
Item 6	Public Comment Period	508-509

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).

Continued Next Page

Closed Session [GS 143-318.11 (5) - Potential Acquisition of Property]

**Recess to Reconvene: September 27, 2021, 6 pm for SRMC Annual
Budget Presentation *** may be virtual meeting, per SRMC*****

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 1 (a)

Meeting Date: September 13, 2021	<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: Austin Brinkley, Senior Planner

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

ATTACHMENTS: Planning Staff Memoranda; Planning Board Minutes; Plat Documents

BACKGROUND:

Consideration of Final Plan for Taylors Creek Phase III (23-lots) Mr. Brinkley will review the request for approval of the final plan for Taylors Creek Phase III. The plan was reviewed by the Planning Board at their August 9, 2021 meeting and unanimously recommended for approval.

RECOMMENDED ACTION OR MOTION:

Approve the final plan as recommended by the Planning Board

Sampson County Inspections & Planning Department

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



To: Ed Causey, County Manager
Susan Holder, Assistant County Manager

From: Austin Brinkley, Senior Planner, CZO, CFM

Subject: September 13, 2021, Board of Commissioners Meeting

Date: September 13, 2021

TAYLORS CREEK PHASE II (FINAL PLAT)

The Final Plat for **Taylors Creek Phase II** was reviewed by the Sampson County Planning Board at their August 9, 2021, meeting. Austin Brinkley, Senior Planner, provided an overview of the final plat which proposes 23 single-family lots being created. The subdivision is located on Autry Mill Road and the subject property is located within the Residential (R) Zoning District. The properties will be served by individual septic systems and county water. The street serving the subdivision is proposed to be a public right-of-way. There are no proposed parcels located in the regulated floodplain nor are there any proposed parcels located in the 404 wetlands.

Staff is recommending approval of the Final Plat due to its compliance with the Sampson County Subdivision Ordinance. All required state permits have been received as well as the NCDOT Basic Letter.

Sampson County Planning Department

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



Minutes of the Sampson County Planning Board

Meeting Date

August 9, 2021

Members Present

Houston Crumpler, III
Jay Darden
Gail Gainey
Jason Tyndall

Members Absent

Marilyn Brooks

Senior Planner Austin Brinkley, and Planner Michelle Lance were also present.

Chairman Crumpler gave the invocation and led the Pledge of Allegiance.

Minutes Approved

Chairman Crumpler asked the Board to review the minutes of the May 10, 2021, meeting. Jay Darden made a motion that the minutes be approved as presented. The motion was seconded by Jason Tyndall.

Ayes: Unanimous

New Business

Final Subdivision Plan Review

Taylor's Creek Phase II- A 23 lot plan request by developer JT Property Management of NC, LLC, located on Autry Mill Rd., Godwin, NC.

Senior Planner, Austin Brinkley, presented the final plat for "Taylor's Creek Subdivision Phase II", a 23-lot major subdivision by developer and property owner JT Property Management of NC, LLC. The preliminary plat was presented to the Planning Board on April 12, 2021, and to the Sampson County Board of Commissioners on May 3, 2021, where both Boards unanimously approved the plat. A staff report and staff recommendation were presented. Mr. Brinkley also informed the Board that all required State permits and the NCDOT Basic Letter had been received and a recommendation for approval was made.

Member Gail Gainey moved to recommend "Taylor's Creek Phase II" for final approval to the Sampson County Board of Commissioners. The motion was seconded by Jay Darden and was unanimously recommended for approval by the Board.

Ayes: Unanimous

Other Business

There being no further business Chairman Crumpler called for a motion to adjourn. Motion to adjourn was made by Jason Tyndall and seconded by Jay Darden.

The Planning Board adjourned at 6:20 p.m.

Houston Crumpler III, Chairman

Austin Brinkley, Secretary

Taylor's Creek Subdivision Phase II

STAFF REPORT

Sampson County Planning & Zoning

Final Plat

PROPOSAL SUMMARY

FINAL PLAT: Taylor's Creek Subdivision Phase II **Property Location:** Autry Mill Rd.

Request: Developer proposes to subdivide 17.3 acres into 23 single-family lots **Surveyor:** J. Scott Walker, PLS

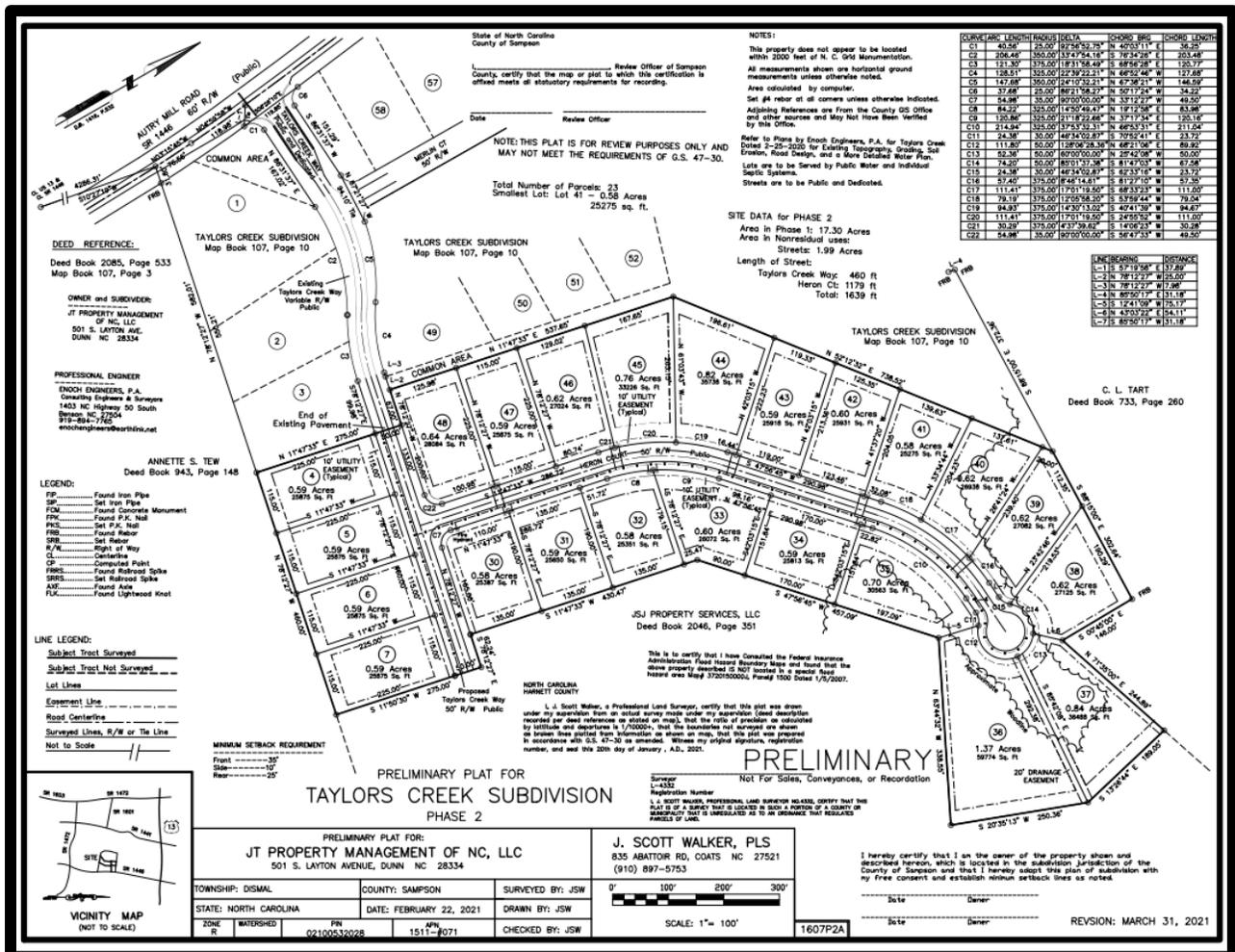
Engineer: Enoch Engineers, P.A.

Applicant: JT Property Management of NC, LLC **Existing Land Use:** Vacant

Property Owner/Developer: JT Property Management of NC, LLC **Zoning District:** Residential District (R)

PIN # 02020210101

Township: Mingo



Taylor's Creek Subdivision Phase II

STAFF REPORT

SUMMARY OF ANALYSIS & RECOMMENDATION

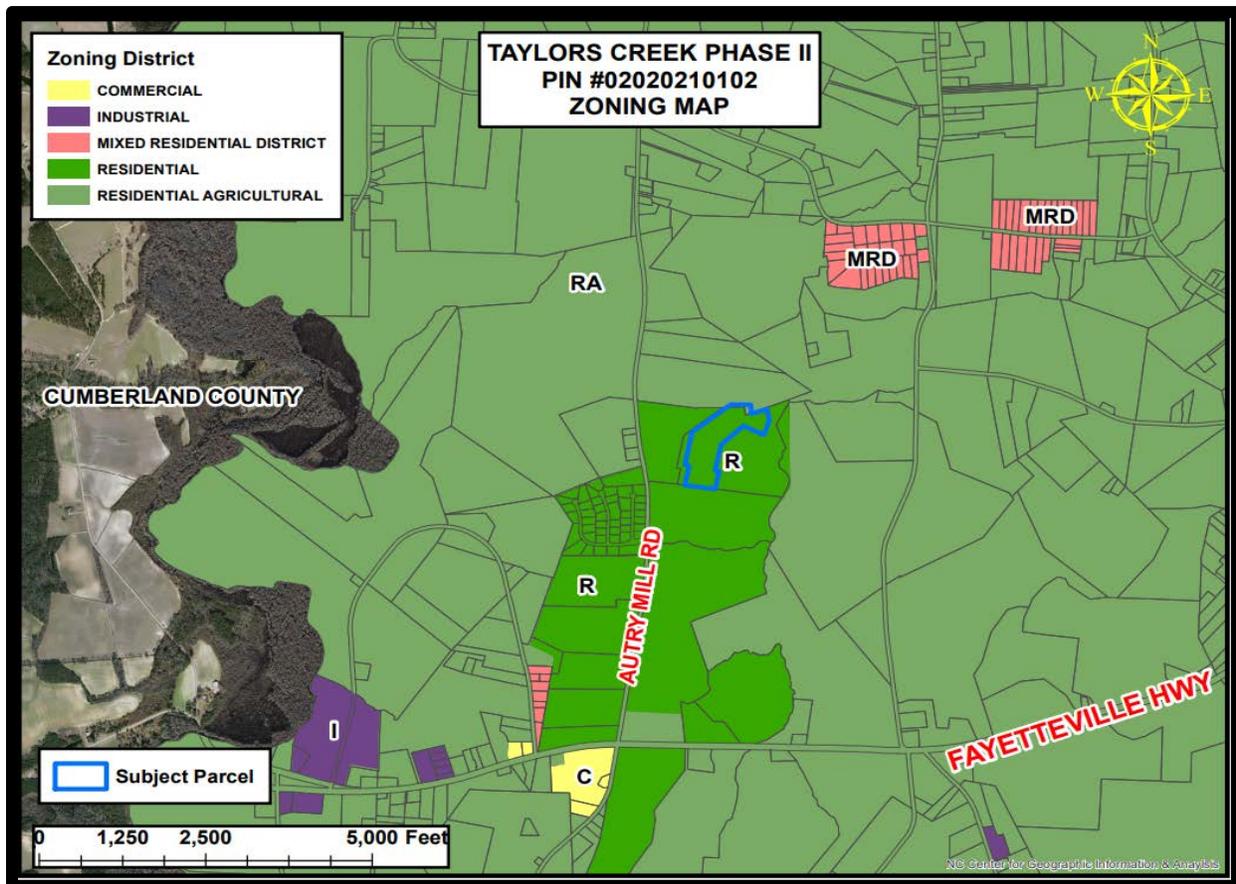
Staff is recommending approval of the final plat due to its compliance with the Sampson County Subdivision Ordinance.

ANALYSIS OF COMPATIBILITY WITH ADOPTED PLANS

Sampson County Land Use Plan

The subject property is in the area designated as Residential Growth. This area has been determined to have a greater potential for development than the eastern and southern portions of Sampson County. Appropriate uses in the Residential Growth area include single-family home sites, residential subdivisions, and manufactured home parks.

Zoning



The subject property is located in the Residential District (R) Zoning District. The R district provides an environment for residential uses at densities that correspond with the available services while protecting residential use from non-residential use that may create a public

Taylor's Creek Subdivision Phase II

STAFF REPORT

health, safety, or general welfare issue or nuisance. The district also protects residential development that is primarily dependent on private wells and septic tanks to insure a safe and healthy living environment.

Environmental Site Conditions

- **Flood** – The parcel is not located within the regulated floodplain.
- **Wetlands** – There are no wetlands located on the subject parcel.

Water & Sewer Utilities

- The lots will be served by Sampson County water and individual septic systems.

Transportation

Traffic Count Year	Road Name	Average Trips per day (ATD) – Actual	Design Capacity (ADT)
2019	Autry Mill Rd	1,100	9,300

Fire Service Protection

- Fire service is provided by the Clement Volunteer Fire Department.

District Schools

- Midway Elementary School
- Midway Middle School
- Midway High School



AUTRY MILL RD



 Subject Parcel

0 250 500 1,000 Feet

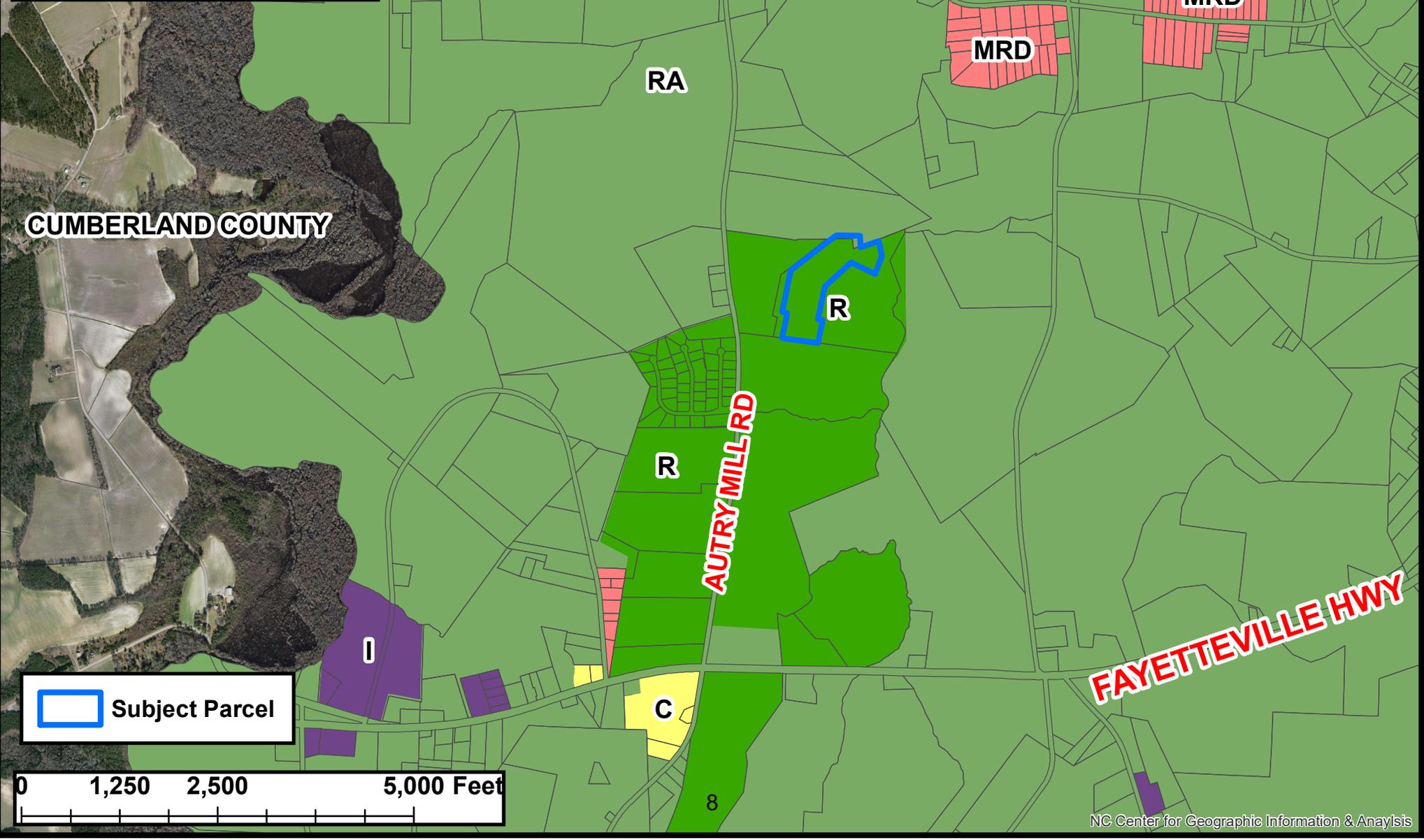
**TAYLORS CREEK PHASE II
PIN #02020210101
FINAL PLAT**

**TAYLORS CREEK PHASE II
PIN #02020210102
ZONING MAP**



Zoning District

- COMMERCIAL
- INDUSTRIAL
- MIXED RESIDENTIAL DISTRICT
- RESIDENTIAL
- RESIDENTIAL AGRICULTURAL



CUMBERLAND COUNTY

RA

MRD

MRD

R

R

I

C

AUTRY MILL RD

FAYETTEVILLE HWY

8

 **Subject Parcel**



State of North Carolina
County of Sampson

I, _____ Review Officer of Sampson County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Date _____ Review Officer _____

NORTH CAROLINA
SAMPSON
COUNTY

This Map/ Plat was presented for registration and recorded in this office at Map Book _____, Page _____
This _____ day of _____ at _____ o'clock _____ M.

ANITA LANE
Register of Deeds

By: _____
Asst./Deputy Register of Deeds

CURVE	ARC LENGTH	RADIUS	DELTA	CHORD BRG	CHORD LENGTH
C1	40.56'	25.00'	92°56'52.75"	N 40°03'11" E	36.25'
C2	206.46'	350.00'	33°47'54.16"	S 76°34'26" E	203.48'
C3	121.30'	375.00'	18°31'58.49"	S 68°56'28" E	120.77'
C4	128.51'	325.00'	22°39'22.21"	N 66°52'46" W	127.68'
C5	147.68'	350.00'	24°10'32.21"	N 67°38'21" W	146.59'
C6	37.68'	25.00'	86°21'58.27"	N 50°17'24" W	34.22'
C7	39.27'	25.00'	90°00'00.00"	N 33°12'27" W	35.36'
C8	84.22'	325.00'	14°50'49.47"	N 19°12'58" E	83.98'
C9	120.86'	325.00'	21°18'22.66"	N 37°17'34" E	120.16'
C10	214.94'	325.00'	37°53'32.31"	N 66°53'31" E	211.04'
C11	24.38'	30.00'	46°34'02.87"	S 70°52'41" E	23.72'
C12	84.31'	50.00'	96°36'52.51"	N 84°05'54" E	74.67'
C13	54.57'	50.00'	62°32'17.76"	N 04°31'19" E	51.91'
C14	99.47'	50.00'	113°58'55.47"	N 83°44'18" W	83.86'
C15	24.38'	30.00'	46°34'02.87"	S 62°33'16" W	23.72'
C16	57.40'	375.00'	8°46'14.61"	S 81°27'10" W	57.35'
C17	111.41'	375.00'	17°01'19.50"	S 68°33'23" W	111.00'
C18	79.19'	375.00'	12°05'58.20"	S 53°59'44" W	79.04'
C19	94.93'	375.00'	14°30'13.02"	S 40°41'39" W	94.67'
C20	111.41'	375.00'	17°01'19.50"	S 24°55'52" W	111.00'
C21	30.29'	375.00'	4°37'39.62"	S 14°06'23" W	30.28'
C22	39.27'	25.00'	90°00'00.00"	S 56°47'33" W	35.36'

LINE	BEARING	DISTANCE
L-1	S 57°19'58" E	37.89'
L-2	N 78°12'27" W	25.00'
L-3	N 78°12'27" W	7.98'
L-4	N 85°50'17" E	31.18'
L-5	S 12°41'09" W	75.17'
L-6	N 43°03'22" E	54.11'
L-7	S 85°50'17" W	31.18'
L-8	N 43°10'56" E	56.61'
L-9	N 18°25'00" W	21.96'

C. L. TART
Deed Book 733, Page 260

This is to certify that I have Consulted the Federal Insurance Administration Flood Hazard Boundary Maps and found that the above property described IS NOT located in a special flood hazard area Map# 3720150000J, Panel# 1500 Dated 1/5/2007.

NORTH CAROLINA
HARNETT COUNTY

I, J. Scott Walker, a Professional Land Surveyor, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded per deed references as stated on map), that the ratio of precision as calculated by latitude and departures is 1/10000+, that the boundaries not surveyed are shown as broken lines plotted from information as shown on map, that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration number, and seal this 28th day of June, A.D., 2021.

Surveyor
L-4332
Registration Number

I, J. SCOTT WALKER, PROFESSIONAL LAND SURVEYOR NO.4332, CERTIFY THAT THIS PLAT IS OF A SURVEY THAT IS LOCATED IN SUCH A PORTION OF A COUNTY OR MUNICIPALITY THAT IS UNREGULATED AS TO AN ORDINANCE THAT REGULATES PARCELS OF LAND.

PRELIMINARY

Not For Sales, Conveyances, or Recordation

FINAL PLAT FOR TAYLORS CREEK SUBDIVISION

PHASE 2
Sheet 1 of 2

FINAL PLAT FOR:
JT PROPERTY MANAGEMENT OF NC, LLC
501 S. LAYTON AVENUE, DUNN NC 28334

J. SCOTT WALKER, PLS
835 ABATTOIR RD, COATS NC 27521
(910) 897-5753

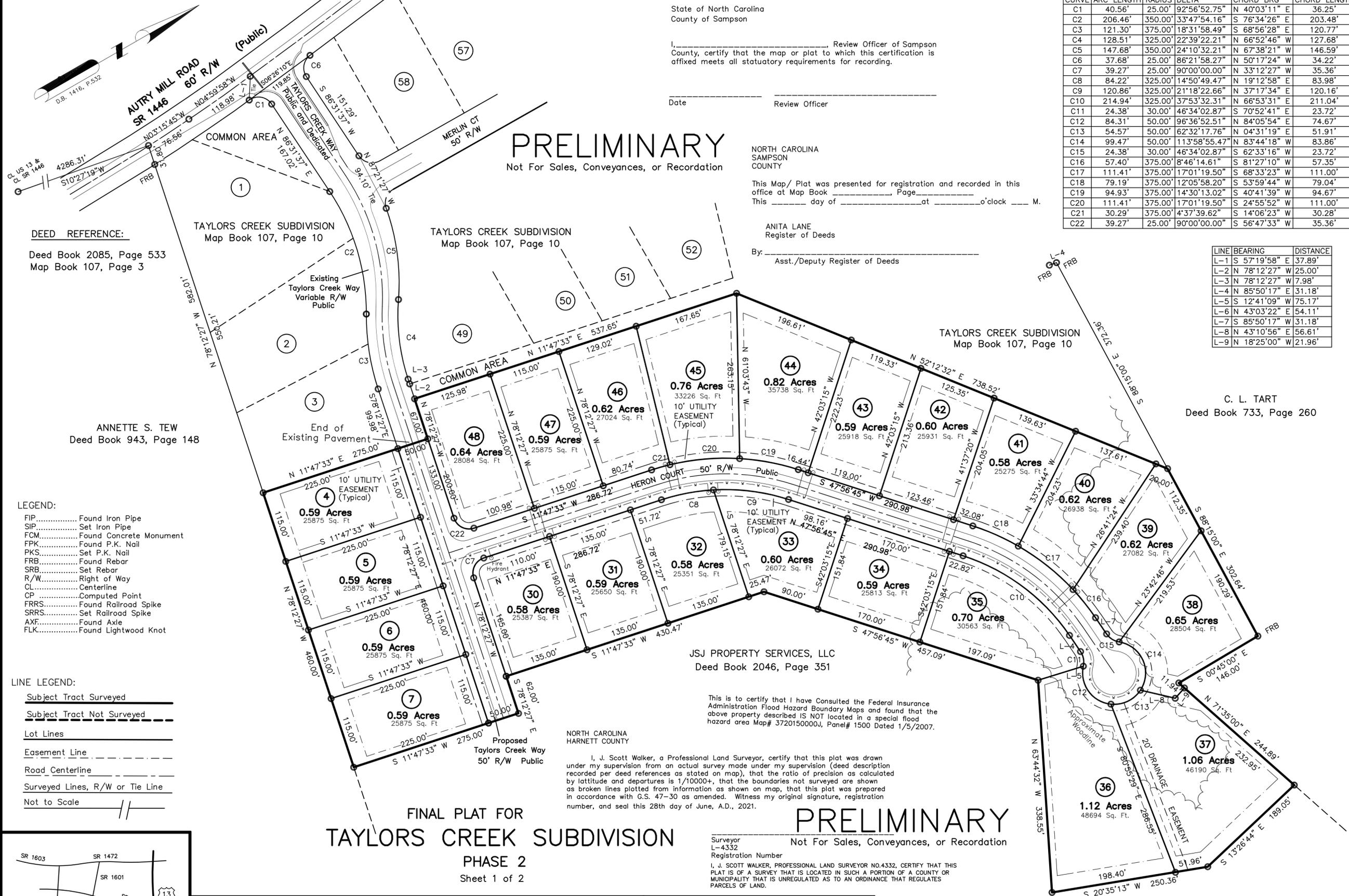
TOWNSHIP: DISMAL	COUNTY: SAMPSON	SURVEYED BY: JSW
STATE: NORTH CAROLINA	DATE: JUNE 25, 2021	DRAWN BY: JSW
ZONE R	WATERSHED	PIN 02020210102
	APN 1511	CHECKED BY: JSW



SCALE: 1" = 100'

1607-2Fin

SEE SHEET 2 FOR NOTES
AND CERTIFICATIONS



DEED REFERENCE:

Deed Book 2085, Page 533
Map Book 107, Page 3

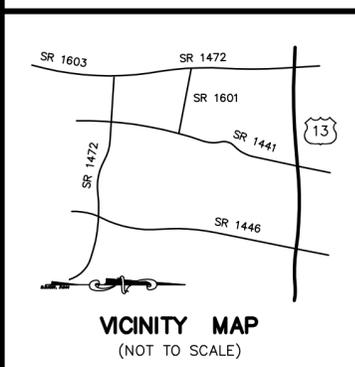
ANNETTE S. TEW
Deed Book 943, Page 148

LEGEND:

- FIP..... Found Iron Pipe
- SIP..... Set Iron Pipe
- FCM..... Found Concrete Monument
- FPK..... Found P.K. Nail
- PKS..... Set P.K. Nail
- FRB..... Found Rebar
- SRB..... Set Rebar
- R/W..... Right of Way
- CL..... Centerline
- CP..... Computed Point
- FRRS..... Found Railroad Spike
- SRRS..... Set Railroad Spike
- AXF..... Found Axle
- FLK..... Found Lightwood Knot

LINE LEGEND:

- Subject Tract Surveyed
- Subject Tract Not Surveyed
- Lot Lines
- Easement Line
- Road Centerline
- Surveyed Lines, R/W or Tie Line
- Not to Scale



**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 2 (a)

Meeting Date: September 13, 2021	<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: Loan of NC Reuse Project Grant to Cayenne Acquisitions Group

DEPARTMENT: Economic Development

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, a loan of NC Commerce Building Reuse Program Grant funds to Cayenne Acquisitions Group, LLC

ATTACHMENTS: Public Hearing Advertisement; Grant Documents

BACKGROUND:

We have duly advertised a public hearing to receive comments on the \$250,000.00 North Carolina Department of Commerce Building Reuse Program Grant that will be made as a loan to Cayenne Acquisitions Group, LLC ("Cayenne"). The loan funds will be used to partially reimburse Cayenne for certain qualifying expenditures related to the renovation and reuse of a ±78,000 square foot building located at 120 W. Warren St., Garland, NC 28441. The loan will be evidenced by a legally binding commitment and promissory note and secured by a deed of trust on certain real property located at 120 W. Warren St., Garland, NC 28441 and identified as Sampson County Parcel Nos. 16-0007400-02, 16-0007400-03, and 16-1057160-04. The public benefit to be derived from the project includes the creation of a cut-and-sew manufacturing facility that is projected to create of 160 new jobs and result in taxable investment of \$1,440,000.00. The Chairman should convene the hearing and call upon County Attorney Joel Starling and EDC Director Stephen Barrington for comments.

RECOMMENDED ACTION OR MOTION:

Authorize execution of the grant acceptance documents



**NC DEPARTMENT
of COMMERCE**
RURAL ECONOMIC
DEVELOPMENT

Roy Cooper
GOVERNOR

Machelle Baker Sanders
SECRETARY

Kenny Flowers
ASSISTANT SECRETARY

August 27, 2021

Mr. Clark Wooten
Chairman
Sampson County
406 County Complex Rd
Clinton, NC 28328-4729

Re: **Building Reuse Grant Award Notification**
Contract Reference: 2022-015-3201-2587
Project Title: Garland Apparel Group,
LLC/Project Keegan

Award Date: 8/19/2021
Award Amount: \$250,000.00
Jobs Committed: 160

Dear Chairman Wooten:

On behalf of the Rural Infrastructure Authority, and the Rural Economic Development Division, I am pleased to announce that the local government has been awarded funding under the Building Reuse Program.

In the coming days, the Rural Division will email contract documents to your attention. Once one complete set of signed contract documents is returned to the Rural Division, the local government may begin to request payments. Progress reports for the grant are due on **January 15 and July 15** for each year that the grant is open. When the company has hired and maintained the number of jobs committed for six consecutive months, the local government should submit the required documents for job verification and grant closure. Forms and instructions for payment requests, progress reports, job verification, and project closeout can be found on the Rural Division website at:
www.nccommerce.com/rgp.

Congratulations on this award and we extend our best wishes to you for success in bringing new job creation to rural North Carolina. We look forward to working with you on this important project. If you have any questions, please contact your program manager Hazel Edmond at hazel.edmond@nccommerce.com.

Sincerely,

Kenny Flowers
Assistant Secretary for Economic Development



**NC DEPARTMENT
of COMMERCE**
RURAL ECONOMIC
DEVELOPMENT

Roy Cooper
GOVERNOR

Machelle Baker Sanders
SECRETARY

Kenny Flowers
ASSISTANT SECRETARY

August 27, 2021

Mr. Clark Wooten
Chairman
Sampson County
406 County Complex Rd
Clinton, NC 28328-4729

Re: Contract Agreement for Grant Number 2022-015-3201-2587; Your Signature and Reply is Requested
Project Title: "Garland Apparel Group, LLC/Project Keegan"

Dear Chairman Wooten:

Enclosed for your review and signature is a complete set of contract documents required to finalize the grant award from the North Carolina Rural Infrastructure Authority. Below is a description of the documents enclosed along with an explanation of the signatures required for each document.

Document:	Document Description:	Signed By:
Grant Agreement	Contract: Outlines the terms of Grant Agreement between the Department of Commerce and the Unit of Local Government.	Highest Elected Official - Unit of Local Government
Exhibit A	Scope of Services: Outlines the scope of the renovation/construction project.	No Signature Required
Exhibit B	Payment Schedule: Outlines the process for the Unit of Local Government to request reimbursements from Department of Commerce.	No Signature Required
Exhibit C	Reporting Schedule: Outlines the schedule of reports that are due from the Unit of Local Government to the Department of Commerce and when they are due.	No Signature Required
Exhibit D	Closeout/Job Requirements: Outlines the process for the Unit of Local Government to report the creation and maintenance of jobs to the Department of Commerce.	No Signature Required
Exhibit E	Legally Binding Commitment (LBC): Outlines terms and conditions of the Loan.	Highest Elected Official - Unit of Local Government and Legal Property Owner listed on the Deed.
Exhibit F	Promissory Note: Defines the repayment terms of the Loan in the event of default.	Legal Property Owner listed on the Deed.
Exhibit G	Limited Waiver of Confidentiality: Contains employment information reported to the Department of Commerce's Division of Employment Security.	Each Business involved in the project.
Exhibit H	Deed of Trust Documentation	Highest Elected Official - Unit of Local Government

Execute these documents, scan a quality copy and return to my attention at rgpreports@nccommerce.com. If you have any questions or if I can be of any assistance, please contact me at nichole.gross@nccommerce.com.

Sincerely,

Nichole M. Gross
Grant Manager

Enclosure

The North Carolina Department of Commerce (“Commerce”), an agency of the State of North Carolina (“State”), enters into this Rural Economic Development Grant Agreement (“Grant Agreement”) with **Sampson County** (the “Governmental Unit” and, together with Commerce, the “Parties”).

WHEREAS, the North Carolina General Assembly (“General Assembly”) has determined that it is the policy of the State to stimulate economic activity and to create new jobs for citizens of the State by providing matching grants or loans to specific local governmental units so as to productively reuse certain buildings and properties or expand rural health care facilities subject to the requirements of N.C.G.S. §§143B-472.127 and .128; and

WHEREAS, under N.C.G.S. §143B-472.128, the General Assembly created the North Carolina Rural Infrastructure Authority (“Rural Authority”) to review applications for and, where appropriate, authorize such matching grants or loans, and, under N.C.G.S. §§143B-472.126 and .127, the General Assembly authorized Commerce to administer such grants or loans; and

WHEREAS, pursuant to N.C.G.S. §§143B-472.127 and .128, and based on the terms, conditions and representations in this Grant Agreement’s Exhibits A (Scope of Project), Exhibit B (Payment Schedule), Exhibit C (Reporting Schedule), Exhibit D (Closeout Schedule/Job Requirements), Exhibit E (LBC), Exhibit F (Promissory Note) and Exhibit G (Waiver of Confidentiality (“Waiver”)), the Rural Authority has approved a grant (the “Grant”) to the Governmental Unit; and

WHEREAS, without limitation, the Rural Authority awarded the Grant: (1) based on the application filed by the Governmental Unit and any subsequent materials supporting the application that have been approved of by Commerce in writing, all of which are incorporated by reference herein; (2) based on the representation in the application that **Cayenne Acquisitions Group, LLC a Florida limited liability company** (the “Owner”) owns certain real property located at:

120 Church St.
Garland, NC 28441

in **Sampson** County, North Carolina (the “Property”); (3) based on Commerce’s Grant requirements and guidelines, which are incorporated herein and which may be amended, modified or supplemented and applied accordingly to this Grant Agreement by Commerce in its sole discretion; and for (4) the creation and retention of certain jobs in the course of completing certain renovations/construction work at the Property (altogether, the “Project,” as summarized in Exhibit A to this Grant Agreement).

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration as set out herein, the Parties mutually agree to the following terms and conditions:

1. Scope of Program/Agreements to be Executed.

- (a). As conditions of the Grant Agreement:
- i. The highest elected official of the Governmental Unit shall execute two originals of this Grant Agreement in its exact form (unless Commerce approves of a change to its terms in writing) and shall return one of them to Commerce;
 - ii. The Governmental Unit shall ensure that its highest elected official and a duly authorized representative of the Owner execute two originals of the Rural Economic Development Loan Agreement and Legally Binding Commitment (“LBC”) in its exact form (unless Commerce approves of a change to its terms in writing) and shall return one such original to Commerce with the one executed original of the Grant Agreement;
 - iii. The Governmental Unit shall ensure with the Owner that every individual or entity that has any ownership interest in the real property which is the subject of the Project executes two originals of the Promissory Note attached as Exhibit F in its exact form and shall return one such original to Commerce with the one executed originals of the Grant Agreement; and
 - iv. Exhibit A refers to the entity (or entities, as applicable) required to create and maintain certain full-time new jobs (“New Jobs”) to complete the Project as the “Company,” the “Employer” and the “Business” (together and hereinafter, the “Business”). The Governmental Unit shall ensure that an authorized representative of each Business executes a Waiver of Confidentiality (“Waiver”), attached as Exhibit G, and shall return the original of any such Waiver to Commerce with the executed originals of the Grant Agreement. The Governmental Unit shall also ensure that any additional Business which becomes involved in the Project after the Grant Agreement is finalized executes a Waiver upon its involvement, the original of which the Governmental Unit shall promptly forward to Commerce.
- (b). The Governmental Unit shall provide Commerce with any information obtained pursuant to the LBC and allow Commerce to execute any rights of the Governmental Unit under the LBC, including the Governmental Unit’s rights of access, review or monitoring and Commerce’s rights as a third-party beneficiary thereunder.
- (c). The Governmental Unit shall exercise all of its rights and duties under the LBC in a prudent and timely manner to ensure the use of the Grant funds for the intended purposes and objectives and to preserve the rights of Commerce in this Grant Agreement and the LBC.
- (d). The LBC specifies how many New Jobs the Business must create and maintain in the performance of the Project and, if the Business fails to do so, those Grant funds that the Owner must repay to the Governmental Unit for return to Commerce or else repay directly to Commerce, upon request and as directed. If such New Jobs are not created or maintained, then the Governmental Unit shall return to Commerce any Grant funds it has not already disbursed to the Owner, make a timely demand for repayment from the Owner and, if such repayment is not forthcoming, initiate and fully litigate legal proceedings against the Owner to recover such repayment.

- (e). Without limitation, failure by the Governmental Unit to timely demand repayment from and, if necessary, initiate and fully litigate such legal proceedings against the Owner may affect the future consideration of the Governmental Unit for grant programs administered by Commerce. Further, and without limitation, if the Governmental Unit fails to timely initiate legal proceedings against the Owner for such repayment and Commerce elects to do so instead, the Governmental Unit is responsible and agrees to reimburse Commerce for all litigation costs and reasonable attorneys' fees that Commerce incurs in pursuing repayment.

2. Changes in the Project or Other Conditions.

- (a). A "Project Change" is any material alteration, addition, deletion or expansion of the Project, including (without limitation) material changes to construction or rehabilitation, the terms or conditions of the loan under the LBC ("Loan"), the required number of New Jobs, the matching investment in the Project, any cessation of business by the Owner or any Business and any filing of bankruptcy by the Governmental Unit, the Owner or any Business. There shall be no Project Changes unless expressly approved of by Commerce in a separate, prior written agreement stating, if applicable, the costs and schedule for completing the Project Change.

Notwithstanding the foregoing and wherever referred to in this Grant Agreement, "cessation of business," "ceasing to do business" and "ceases to do business" shall not include (1) ceasing operations to maintain, service or upgrade real or personal property of the Owner, (2) seasonal shutdowns of operations as long as such cessation do not exceed a total of four (4) weeks in any calendar year (excluding time attributable to an event of force majeure as described below) and (3) under the circumstances of for the period of time described in Paragraph 17 below.

- (b). Additionally, the Governmental Unit shall immediately notify Commerce of any change in conditions or local law, or any other event, which may significantly affect its ability to oversee, administer or perform this Grant Agreement, the LBC or the Project. In its sole and unreviewable discretion, Commerce may deem such a change in conditions, local law or other event to constitute a Project Change.

3. Term of Grant Agreement. The effective period of this Grant Agreement shall commence on **8/19/2021** ("Effective Date") and shall terminate on **8/19/2023** unless terminated on an earlier date under the terms of this Grant Agreement (either one of which dates shall constitute the "Termination Date") or unless extended for an express term in writing by the Governmental Unit.

4. Funding. The Rural Authority grants to the Governmental Unit an amount not to exceed **\$250,000.00** for expenditures directly relating to the Project. The Governmental Unit hereby represents and warrants that all Grant funds shall be utilized exclusively for the purpose of the Project and consistent with all applicable laws, rules, regulations and requirements, and that the Governmental Unit shall not make or approve of any improper

expenditure of Grant funds (including Loan funds). Administrative expenses of the Governmental Unit are not eligible for Grant funding and any such use of Grant funds will violate this Grant Agreement.

5. Independent Status of the Governmental Unit.
 - (a). The Governmental Unit is an entity independent from the Rural Authority and Commerce. The Grant Agreement, the LBC, the Project and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between or among Commerce, the Rural Authority, the Governmental Unit or any third party (including, without limitation, the Owner or any Business). Nor shall the Grant Agreement, the LBC or the Project be construed to make the Governmental Unit (including its employees, agents, members or officials) or any third party (including, without limitation, the Owner or any Business) employees, agents, members or officials of Commerce or the Rural Authority. Neither the Governmental Unit nor any third party (including, without limitation, the Owner or any Business) shall have the ability to bind Commerce or the Rural Authority to any agreement for payment of goods or services or represent to any person that they have such ability.
 - (b). The Governmental Unit shall be responsible for payment of all of its expenses, including rent, office expenses and all forms of compensation to employees. The Governmental Unit shall provide worker's compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment tax or 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 who are performing work pursuant to this Grant Agreement. All expenses incurred by the Governmental Unit are its sole responsibility, and neither Commerce nor the Rural Authority shall be liable for the payment of any obligations incurred in the performance of the Project.
6. Method of Payment. Commerce shall pay the Grant funds to the Governmental Unit in accordance with the Payment Schedule attached hereto as Exhibit B after receipt of written requests for payment from the Governmental Unit certifying that the conditions for such payment under this Grant Agreement have been met and that the Governmental Unit is entitled to receive the amount so requested and any other documentation that may be required by Commerce.
7. Obligation of Funds. The Governmental Unit shall not obligate Grant funds prior to the Effective Date or subsequent to the Termination Date of this Grant Agreement. All obligations outstanding as of the Termination Date shall be liquidated within thirty days.
8. Project Records.
 - (a). The Governmental Unit shall maintain full, accurate and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided under this Grant Agreement separate from accounts for other awards, monetary

- contributions or other revenue sources for this Project.
- (b). The Governmental Unit shall retain all financial records, supporting documents and all other pertinent records related to the Project for a period of five (5) years from the Termination Date. In the event such records are audited, all Project records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.

9. Monitoring, Reports and Auditing.

- (a). The Governmental Unit agrees to ensure compliance and provide its assistance with such monitoring and auditing requirements as the State may request, including following the Termination Date of this Grant Agreement. Additionally, the Governmental Unit shall regularly monitor all performance under Grant-supported activities, including activities performed by the Owner and any Business, to ensure that time schedules are being met, New Jobs are being created and maintained and other performance goals are being achieved.
- (b). The Governmental Unit shall furnish Commerce detailed written progress reports according to the time periods specified in Exhibit C or as otherwise requested by Commerce. Such reports should describe the progress made by the Governmental Unit, the Owner and any Business toward achieving the purpose(s) of the Project, including specifically the goals of New Job creation and maintenance. Such descriptions should include the successes and problems encountered during the reporting period. Failure to submit a required report by the scheduled submission date will result in the withholding of any forthcoming payment until Commerce is in receipt of the delinquent report and the report meets with Commerce's approval, in Commerce's sole discretion.
- (c). The Governmental Unit acknowledges and agrees that, with regard to the Grant funds, it will be subject to the audit and reporting requirements prescribed by N.C.G.S §159-34, Local Government Finance Act - Annual Independent Audit; rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of Grant funding received by the Governmental Unit and are subject to change from time to time.
- (d). Within thirty (30) days after the Termination Date, the Governmental Unit shall submit a final report to Commerce describing the activities and accomplishments of the Project. The final report shall include a review of performance and activities over the entire Project period. In the final report, the Governmental Unit should describe the Project, how it was implemented, to what degree the established Project objectives were met and the difficulties encountered, what the Project changed and its cost.
- (e). The Governmental Unit grants the State and any of its related agencies, commissions or departments (including, without limitation, Commerce, the North Carolina State Auditor and the North Carolina Office of State Budget and Management) and any of their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy, monitor, and examine all of the books, papers, records and other documents relating

to the Grant Agreement, the LBC or the Project. Likewise, the Governmental Unit shall ensure that the Owner and any Business provide the same access. In addition, the Governmental Unit agrees to comply at any time, including after the Termination Date, with any requests by the State (including, without limitation, the Rural Authority or Commerce) for other financial and organizational materials to permit the State to comply with its fiscal monitoring responsibilities or to evaluate the short- and long-range impact of its programs.

10. Termination; Availability of Funds.

- (a). If the Governmental Unit fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under this Agreement, if the Owner fails to fulfill in a timely and proper manner its obligations or violates any of its covenants or stipulations under the LBC or if any Business fails to fulfill those requirements applicable to it in the LBC, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, Commerce shall have no responsibility to make additional Grant payments. Upon such termination, the Governmental Unit shall not expend any Grant funds (including Loan funds) without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.
- (b). The obligations of the Rural Authority and/or Commerce to pay any amounts under this Grant Agreement are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant (and therefore the Loan) become unavailable, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving written notice specifying the Termination Date, which Commerce shall determine in its sole discretion. Upon such termination, the State shall have no responsibility to make additional Grant payments. Further, upon such termination, the Governmental Unit shall not expend any Grant funds (including Loan funds) without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.

11. Liabilities and Loss. The Governmental Unit hereby agrees to release, indemnify and hold harmless the State (including, without limitation, the Rural Authority and Commerce), and their respective members, officers, directors, employees, agents and attorneys (together, the "Indemnified Parties"), from any claims of third parties (including, without limitation, the Owner and the Business) arising out of any act or omission of the Governmental Unit or any third party (including, without limitation, the Owner and the Business) in connection with the performance of this Grant Agreement, the LBC or the Project, and for all losses arising from their implementation. Without limiting the foregoing, the Governmental Unit hereby releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable

attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the fixtures, machinery, equipment or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether arising out of acts, omissions, or negligence of the Governmental Unit or of any third party (including, without limitation, the Owner and the Business), or of any of their agents, contractors, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project.

12. Governmental Unit Representations and Warranties. The Governmental Unit hereby represents and warrants that:
- (a). The execution and delivery of this Grant Agreement have been duly authorized by all necessary Governmental Unit action and are not in contravention of law or in contravention of the provisions of any indenture agreement or undertaking to which the Governmental Unit is a party or by which it is bound.
 - (b). There is no action, suit proceeding, or investigation at law or in equity or before any court, public board or body pending, or to the knowledge of the Governmental Unit, threatened against or affecting it, the Owner or the Business, that could or might adversely affect the Project or any of the transactions contemplated by this Grant Agreement or the validity or enforceability of this Grant Agreement or the abilities of the Governmental Unit or the Owner to discharge their obligations under this Grant Agreement. If it is subsequently found that an action, suit, proceeding, or investigation did or could threaten or affect the development of the Project, the Governmental Unit shall be liable to Commerce for repayment of the entire amount of the Grant and this Grant Agreement may be terminated by Commerce effective upon notice.
 - (c). No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Grant Agreement by the Governmental Unit or the performance of any of its obligations hereunder, or all such requisite governmental consents or approvals have been obtained. The Governmental Unit shall provide Commerce with evidence of the existence of any such necessary consents or approvals at the time of the execution of this Grant Agreement.
 - (d). The Governmental Unit is solvent.
 - (e). A cash match grant, loan or other funding ("Cash Match") equal to the amount of the Loan shall have been unconditionally committed to the Project and no part of this match can have derived, either directly or indirectly, from any other State or federal source. All Cash Match funds shall be utilized exclusively for the purpose of the Project, and there shall be no improper expenditures of Cash Match funds. All Cash Match funds shall be expended prior to or simultaneously with and at the same rate as the Owner's expenditure of Loan funds.
 - (f). Upon the Governmental Unit's reasonable inquiry of and receipt of supporting

evidence from the Owner, both the Owner and any Business are duly authorized to do business under North Carolina law and are not delinquent on any federal, state or local taxes, licenses or fees.

13. Cessation/Termination, Bankruptcy, Dissolution or Insolvency.

- (a). Under the LBC, the Owner agrees at all times to preserve its legal existence, except that it may merge or consolidate with or into, or sell all or substantially all of its assets to, any entity that expressly undertakes, assumes for itself and agrees in writing to be bound by all of the obligations and undertakings of the Owner contained in the LBC. If the Owner so merges, consolidates or sells its assets without such an undertaking being provided, it agrees in the LBC to repay to the Governmental Unit or Commerce, upon request and as directed, all unspent Loan funds. Further, a merger, consolidation or sale without such an undertaking shall constitute a material default under the LBC, and the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner and hold the Owner liable for any other repayment provided for under the LBC.
- (b). Other than as provided for in Paragraph 13(a) above, if the Owner or any Business ceases to do business or becomes the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall be the sole responsibility of the Governmental Unit to (i) immediately notify Commerce and (ii) pursue any claim for Grant funds owed the State by the Owner or Business, including in any legal proceeding, to obtain the maximum payment allowed by law. To the extent the Governmental Unit fails to pursue repayment of the Grant funds in such a proceeding and obtain the maximum payment allowed by law, and without limitation, the Governmental Unit shall be liable to Commerce for all amounts that should have been awarded to the Unit in the proceeding if it had taken the necessary action (notwithstanding whether such amounts would have actually been paid by the Owner or Business). Alternatively, without limitation, if the Governmental Unit fails to pursue repayment of the Grant funds in such a proceeding and Commerce elects to do so instead, the Governmental Unit is responsible and agrees to reimburse Commerce for all legal costs and reasonable attorneys' fees that Commerce incurs in pursuing repayment.
- (c). If the Governmental Unit fails to provide Commerce notice of the Owner or any Business ceasing to do business or becoming the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall constitute a material default under this Grant Agreement. If there is such a cessation or such a proceeding, Commerce may terminate the Grant Agreement upon written notice to the Governmental Unit. If there is such a cessation or such a proceeding, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, the Governmental Unit, the Owner and any Business shall not expend any Grant or Loan funds without Commerce's express written authorization and shall return all unspent

Grant or Loan funds to Commerce upon demand and if permissible under applicable bankruptcy, dissolution or insolvency law.

14. Additional Repayment Requirements and Remedies.

- (a). The repayment requirements and remedies addressed in this Paragraph 14 are in addition to those repayment requirements and other remedies set forth elsewhere in this Grant Agreement, including the requirements to repay unspent Grant funds. No remedy conferred or reserved by or to the State is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Grant Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- (b). If there is a breach of any of the requirements, covenants or agreements in this Grant Agreement or the LBC, or if there are any representations or warranties which are untrue as to a material fact in this Grant Agreement, the LBC or in relation to the LBC or the Project (including the performance thereof), the Governmental Unit agrees that Commerce has the sole discretion to require repayment from the Governmental Unit of an amount of Grant funds to be determined in Commerce's sole discretion but not to exceed the amount of Grant funds the Governmental Unit has already received under this Grant Agreement. Such requirements, covenants or agreements include but are not limited to Paragraphs 1, 2(a), 4, 10(a), 12 and 13 of this Grant Agreement and include but are not limited to the creation and retention of the New Jobs and the retention of the Baseline Number of jobs under the LBC.

15. No Waiver by the State. Failure of the State (including, without limitation, the Rural Authority and Commerce) at any time to require performance of any term or provision of this Grant Agreement or the LBC shall in no manner affect the rights of the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the State of any condition or the breach of any term, provision or representation contained in this Grant Agreement or the LBC, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.

16. Waiver of Objections to Timeliness of Legal Action. The Governmental Unit knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the State (including, without limitation, the Rural Authority or Commerce) to enforce its rights under this Grant Agreement. This waiver includes any objections the Governmental Unit may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.

17. Force Majeure. If (a) during the term of this Grant the real or personal property located on

or constituting the Property suffers damage or destruction caused by acts of God, fires, floods, storms, insurrection, riots, acts of the public enemy, national catastrophe, or similar unexpected events, (b) such damage or destruction was not principally caused by the negligence, willful misconduct or violation of applicable law by the Owner, (c) the Owner uses reasonable efforts to repair, or to work around, such damage or destruction reasonably promptly, and (d) as a direct result of such damage or destruction the Owner cannot satisfy the requirements and obligations of Sections 3 of the LBC as and when the LBC requires, then the Owner will be entitled to an extension of time not to exceed sixty (60) days to satisfy the requirements and obligations of Section 3 of the LBC; provided that the Governmental Unit in its sole discretion with respect to the obligations it is owed by the Owner, may elect to extend that sixty day period to give the Owner additional time to satisfy those requirements.

18. Special Provisions and Conditions.

- (a). Non-discrimination. The Governmental Unit agrees not to discriminate by reason of age, race, religion, color, sex, national origin or disability related to the activities of this Grant Agreement.
- (b). Conflict of Interest. The Governmental Unit shall adopt and keep on file, along with the executed copies of this Grant Agreement, a copy of its policy and any ordinance or resolution it has adopted addressing conflicts of interest that may arise involving the members of the Governmental Unit's governing body and/or any of its employees or officers involved in the Grant, the LBC or the Project. Such policy, ordinance or resolution shall address situations in which any of these individuals may directly or indirectly benefit, other than through receipt of their normal compensation in their capacities as the Governmental Unit's employees, officers or members of its governing body, from the Grant, the LBC or Project, and shall include actions to be taken by the Unit or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. Additionally, the Governmental Unit certifies that, as of the date it executes this Grant Agreement, no such individuals have such a conflict of interest or will directly or indirectly benefit, except in the capacities described above, from the Grant, LBC or Project. Throughout the duration of this Grant Agreement, the LBC and the Project, the Governmental Unit has the duty to promptly inform Commerce of any such conflict of interest or direct or indirect benefit of which it becomes aware.
- (c). Compliance with Laws. The Governmental Unit shall at all times observe and comply with all laws, regulations, codes, rules, ordinances and other requirements (together, "Laws") of the state, federal and local governments which may in any manner affect the performance of the Grant Agreement, the LBC or the Project.
- (d). Non-Assignability. The Governmental Unit shall not assign or transfer any interest in the Agreement without the prior written consent of Commerce; provided, however, that claims for money due to Governmental Unit from Commerce under this Agreement may be assigned to any commercial bank or other financial institution without such approval.
- (e). Personnel. The Governmental Unit represents that it has, or will secure at its own

expense, all personnel required to monitor, carry out and perform the scope of services of this Agreement. Such employees shall not be employees of Commerce. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.

19. Notice. All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States mails, certified, return receipt requested, first class, postage prepaid and addressed as follows:

If to the Rural Authority or Commerce: Attn: **Hazel Edmond**
Program Manager
North Carolina Department of Commerce
Rural Economic Development Division
301 North Wilmington Street
4346 Mail Service Center
Raleigh, North Carolina 27699-4346

If to the Governmental Unit: Attn: **Mr. Clark Wooten**
Chairman
Sampson County
406 County Complex Rd
Clinton, NC 28328-4729

or addressed to such other address or to the attention of such other individual as Commerce or the Governmental Unit shall have specified in a notice delivered pursuant to this subsection.

20. Entire Agreement. This Grant Agreement supersedes all prior agreements between or
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among the Rural Authority and/or Commerce and the Governmental Unit with regard to the Project and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Commerce and the Governmental Unit.

21. Execution. This Grant Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and such counterparts, together, shall constitute one and the same Grant Agreement which shall be sufficiently evidenced by one of such original counterparts.
22. Construction. This Grant Agreement shall be construed and governed by the laws of the State of North Carolina.
23. Severability. Each provision of this Grant Agreement is intended to be severable and, if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this Grant Agreement, but this Grant Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

24. Acceptance. If the Governmental Unit agrees to the Grant conditions as stated, please

return the executed documents specified in Paragraph 1(a). This Grant may be withdrawn if Commerce has not received such documents within thirty (30) days from the date of the cover letter from Commerce to the Governmental accompanying this Grant Agreement and its Exhibits.

IN WITNESSETH WHEREOF, the parties hereto have executed this Grant Agreement as of the date first above written.

Sampson County

Signature: _____ [SEAL]

Printed Name: _____

Title: _____

Date: _____

North Carolina Department of Commerce

Signature: _____ [SEAL]



Printed Name: Kenny Flowers

Title: Assistant Secretary for Rural Economic Development

Date: 8/27/2021

**EXHIBIT A
SCOPE OF PROJECT**

Summary: The project will support the reuse of a 78,000 SF building located at 120 Church Street in Garland. The building was constructed in 1966 and has been vacant for one year. Garland Apparel Group, LLC is a start-up cut-and-sew company. The company will produce dress shirts for brand designers in addition to producing military shirts and PPE products.

**EXHIBIT B
PAYMENT SCHEDULE**

Eligible Expenditures:

Vacant Building Category: within the existing building footprint

Existing Business Building Category: within the existing building and/or additions

Rural Health Care Category: within the existing building, additions and/or new construction

Eligible costs under all funding categories include, but are not limited to: materials and labor to install HVAC, electrical, plumbing, fire alarm/suppression systems, roofing, flooring, carpentry, drywall, paint, etc. This is not an exhaustive list; grantees should contact the Rural Development Division for questions about whether a specific expense is eligible under the program.

The following costs are specifically prohibited under the program and may not be submitted for reimbursement or the matching funds requirement: building purchase, architectural costs, engineering costs, permit fees, surveys, legal fees, machinery & equipment, telephone hardware and software, computer hardware and software, furnishings, paving, fencing, kitchen equipment, refrigeration equipment, etc. This is not an exhaustive list; grantees should contact the Rural Development Division for questions about whether a specific expense is eligible under the program.

Any company in which any project partner has an ownership or management interest in may act as a contractor for the renovation project only if the company holds a valid NC General Contractors license. The relationship must have been disclosed to the Rural Development Division and a copy of the company's license must have been included in the application. Licensed contracting companies owned or operated by any project partner that are used in the renovation project will be required to submit original invoices from the provider for all labor, materials, services and subcontracted work plus proof that those invoices have been paid in full.

Reimbursement Requirements:

The Department of Commerce will reimburse 50% of eligible expenditures up to the total grant amount upon receipt of the following:

1. A completed financial request form,
2. Copies of eligible project invoices that support the request amount,
3. Evidence that the invoices submitted for reimbursement have been paid-in-full. Evidence may include copies cleared checks, wire transfer or ACH receipts, and/or credit card receipts. Invoices paid with cash and those not paid in full will not be reimbursed, and
4. Satisfaction of reporting requirements according to Exhibit C below.

Eligible expenditures may not be incurred prior to the effective date or subsequent to the termination date of the grant. Payments are subject to the availability of funds.

**EXHIBIT C
REPORTING SCHEDULE**

Progress reports are due on January 15th and July 15th for each year that the grant remains open. The final report and job verification documentation are due at the time of project completion or no later than 30 days after the grant end-date, whichever is sooner. The reporting schedule remains in effect for the duration of the grant including time extensions.

Failure to submit progress reports as required:

1. Will result in non-payment of payment requests,
2. Can result in the immediate termination of the grant,
3. Can result in the demand for immediate repayment of any funds paid by The Department of Commerce, and
4. Will negatively impact the grantee's eligibility for future Commerce grants.

**EXHIBIT D
JOB VERIFICATION AND CLOSE OUT REQUIREMENTS**

Building Reuse and Rural Health Care loans are eligible for forgiveness once the creation and maintenance of the full-time jobs committed for the project, as well as, all reporting requirements are approved by Commerce. Below are the requirements and procedure for approval.

Job Verification

To be considered eligible, a full-time job must be filled with one employee who works at least 35 hours per week and is paid at least minimum wage. Part-time, full-time equivalents, or contract/consulting positions are not eligible.

Grantees should submit the following as evidence of job creation and maintenance:

1. **Job Certification Form**—both the grantee and the participating business are required to complete respective sections of this form that attests to the creation of the number of jobs full-time jobs committed to receive the grant. The form must be signed by the authorized representatives of the local government grantee and the participating business.
2. **NCUI 101 Forms**—The grantee should submit copies of each company's *Employer's Quarterly Tax and Wage Report* (NCUI 101 forms) that have been submitted to the North Carolina Employment Security Commission according to the requirements below.
 - NCUI 101 Forms should be submitted to Commerce.
 - The forms must include the appropriate number of quarters to show that the company maintained the required employment level for six-consecutive months.
 - The employment level reported must meet or exceed the baseline number of employees reported at the time of the application plus the number of new, full-time jobs committed for the grant.
 - The jobs created and the baseline must be maintained concurrently during the same six-month period.
 - If the NCUI 101 forms include employees from other locations in North Carolina, the names of the employees working in the grant funded project facility should be highlighted, and a multi-site report should be provided.
 - If the NCUI 101 forms include both full and part-time employees an "f" should be written next to the name of each full-time employee and a "p" should be written next to the name of each part-time employee.
3. **Final Report**—the grantee must submit the Final Report Form that describes the activities and outcomes of the project.
4. **Photos**—the grantee must submit digital photos that show a variety of views of the completed project.

All forms, including reporting and request for payment, can be found on the Commerce website at <http://www.nccommerce.com/rgp>. Email completed forms and reports to rgpreports@nccommerce.com.

Sampson County (the “Governmental Unit”) enters into this Loan Agreement and Legally Binding Commitment (the “LBC,” including the “Loan,” defined below with **Cayenne Acquisitions Group, LLC a Florida limited liability company** (the “Owner” and, together with the Governmental Unit, the “Parties”).

WHEREAS, pursuant to N.C.G.S. §§143B-472.127 and .128, the North Carolina Rural Infrastructure Authority (the “Rural Authority”) of the State of North Carolina (“State”) has awarded a grant (the “Grant”) to the Governmental Unit, and the North Carolina Department of Commerce (“Commerce”), an agency of the State, will administer the Grant; and

WHEREAS, the Grant is memorialized in an agreement (the “Grant Agreement”) between Commerce and the Governmental Unit, and the Grant Agreement includes Exhibit A (Scope of Project), Exhibit B (Payment Schedule), Exhibit C (Reporting Schedule), Exhibit D (Closeout Schedule/Job Requirements), Exhibit E (this LBC, which incorporates by reference the Grant Agreement and its other Exhibits), Exhibit F (Promissory Note) and Exhibit G (Waiver of Confidentiality (“Waiver”)); and

WHEREAS, without limitation, the Rural Authority awarded the Grant: (1) based on the application filed by the Governmental Unit and any subsequent materials supporting the application that have been approved of by Commerce in writing, all of which are incorporated into the Grant Agreement by reference; (2) based on the representation in the application that the Owner owns certain real property located at:

120 Church St.
Garland, NC 28441

in **Sampson** County, North Carolina (the “Property”); (3) based on Commerce’s Grant requirements and guidelines, which are incorporated herein and which may be amended, modified or supplemented and applied accordingly to the Grant Agreement and this LBC by Commerce in its sole discretion; and for (4) the creation and retention of certain jobs in the course of completing certain renovations/construction work at the Property (altogether, the “Project,” as summarized in Exhibit A to this Grant Agreement); and

WHEREAS, the Governmental Unit and the Owner are required to enter into this LBC as a condition of the Governmental Unit loaning the Grant funds to the Owner.

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration set out herein, the Parties mutually agree to the following terms and conditions:

1. **Third-Party Beneficiary.** The Parties agree that the State (including, without limitation, Commerce and the Rural Authority) is an intended third-party beneficiary of this LBC (including the Loan) and may, at its option, enforce the terms of this LBC or appear as a party in any litigation concerning the LBC.

2. Loan.

- (a) The Governmental Unit hereby loans to the Owner the sum of **\$250,000.00** (the “Loan”), which consists entirely of State Grant funds, to fund the Project. Exhibit A to the Grant Agreement refers to the entity (or entities, as applicable) required to create and maintain certain full-time new jobs, as defined in Paragraph 3(a), to complete the Project under this LBC as the “Company,” the “Employer” and the “Business” (together and hereinafter, the “Business”). The Owner specifically acknowledges that: it must repay the Loan in accordance with the terms of this LBC if the Business does not create and maintain the new jobs required by Paragraph 3(a) below; and as evidence of its obligation to repay the Loan, the Owner has executed the Promissory Note, Exhibit F to the Grant Agreement, which the Owner represents, acknowledges and agrees has been signed by every individual or entity that has any ownership interest in the Property and is fully binding on the Owner.
- (b). As conditions of receiving the Loan:
- i. The highest elected official of the Governmental Unit and a duly authorized representative of the Owner shall execute two originals of the LBC in its exact form (unless Commerce approves of a change to its terms in writing), and the Governmental Unit shall return one such original to Commerce;
 - ii. Every individual or entity that has any ownership interest in the Property shall execute two originals of the Promissory Note in its exact form, and the Governmental Unit shall return one such original to Commerce; and
 - iii. The Owner and the Governmental Unit shall ensure that an authorized representative of each Business executes a Waiver, Exhibit G to the Grant Agreement, and the Governmental Unit shall forward the original of any such Waiver to Commerce.
- (c). The Owner hereby represents and warrants that all Loan funds shall be utilized exclusively for the purpose of the Project and that it shall not make or approve of any improper expenditures of Loan funds.

3. New Job Creation, Maintenance of New Jobs and Baseline Number of Jobs and Verification.

- (a). New Job Creation and Maintenance of New Jobs and Baseline Number of Jobs. A “New Job” shall mean a full-time job (consisting of at least 35 hours per week of employment and eligibility for all benefits generally available for full-time employees of the Business) which is with the Business, is located in North Carolina, has a wage at least equal to the minimum wage, is created and maintained by the Business in order to complete the Project and is over and above the **0** full-time jobs in North Carolina (“Baseline Number”) that the Business reported having at the time of the application for the Project. The Owner agrees that the Business shall be required to create and maintain in existence for six (6) consecutive months **160** New Jobs prior to the Termination Date, unless this term is extended pursuant to Paragraph 5. Separate and apart from these New Jobs, the Owner agrees that the Business shall be required to maintain in existence its Baseline Number of jobs for as long as it takes the Business to create and maintain its required number of New Jobs.

- (b). Verification. When the New Jobs required by Paragraph 3(a) have been created and maintained for six (6) consecutive months, the Owner shall notify the Governmental Unit so that it and/or Commerce can verify their creation and maintenance, as well as the maintenance of the Baseline Number of jobs and the satisfaction of all other conditions and terms of this LBC and the Project. The Owner shall cause any Business to provide to the Governmental Unit and Commerce, or their respective designees, full and complete access to all records of the Business necessary to verify the number and types of jobs created and maintained, the wages paid to employees and all other conditions and terms of this LBC and the Project. Failure of any Business to provide such access upon request shall constitute a material default by the Owner under the terms of this LBC and, in the sole discretion of the Governmental Unit and/or Commerce, may subject the Owner to repayment in an amount calculated under Paragraph 13 below.
4. Changes in the Project or Other Conditions.
- (a). A “Project Change” is any material alteration, addition, deletion or expansion of the Project, including (without limitation) material changes to construction or rehabilitation, the terms or conditions of the loan under the LBC, the required number of New Jobs, the matching investment in the Project, any cessation of business by the Owner or any Business and any filing of bankruptcy by the Owner or any Business. There shall be no Project Changes unless expressly approved of by Commerce and the Governmental Unit in a separate, prior written agreement stating, if applicable, the costs and schedule for completing the Project Change.
- (b). Additionally, the Owner shall immediately notify the Governmental Unit of any change in conditions or local law, or any other event, which may significantly affect the ability of it or any Business to perform the LBC or the Project. In their sole discretion, the Governmental Unit or Commerce may deem such a change in conditions, local law or other event to constitute a Project Change.
5. Term of LBC. The effective period of this LBC shall commence **8/19/2021** (“Effective Date”) and shall terminate **8/19/2023** unless terminated on an earlier date under the terms of this LBC (either one of which dates shall constitute the “Termination Date”) or unless extended for an express term in writing by the Governmental Unit.
6. Independent Status of the Governmental Unit.
- (a). The State (including, without limitation, the Rural Authority and Commerce) and the Governmental Unit are independent entities from one another and from the Owner and any third party (including, without limitation, any Business). The Grant Agreement, the LBC, the Project and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between the State and the Governmental Unit or between or among either of them and the Owner or any third party (including, without limitation, any Business). Nor shall the Grant Agreement, the LBC or the Project be construed to make any employees, agents or members of the Owner or any third party (including, without limitation, any Business) into employees, agents, members or officials of the Governmental Unit or the State or to make employees, agents, members or officials of the Governmental Unit into

- employees, agents, members or officials of the State. Neither the Owner nor any third party (including, without limitation, any Business) shall have the ability to bind the Governmental Unit or the State to any agreement for payment of goods or services or represent to any person that they have such ability. Nor shall the Governmental Unit have the ability to bind the State to any agreement for payment of goods or services or represent to any person that it has such ability.
- (b). The Owner and any third party (including, without limitation, any Business) shall be responsible for payment of all their expenses, including rent, office expenses and all forms of compensation to their employees. The Owner and any third parties (including, without limitation, any Business) shall provide worker's compensation insurance to the extent required for their operations and shall accept full responsibility for payments of unemployment tax or compensation, social security, income taxes, and any other charges, taxes or payroll deductions required by law in connection with their operations, for themselves and their employees who are performing work pursuant to this LBC or the Project. All expenses incurred by the Owner or any third party (including, without limitation, any Business) are their sole responsibilities, and neither the Governmental Unit nor the State (including, without limitation, Commerce and the Rural Authority) shall be liable for the payment of any obligations incurred in the performance of the Project.
7. Project Records.
- (a). The Owner shall maintain and cause any Business to maintain full, accurate and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided under this LBC separate from accounts for other awards, monetary contributions or other revenue sources for this Project.
- (b). The Owner shall retain and cause any Business to retain all financial records, supporting documents and all other pertinent records related to this LBC, the Loan and the Project for a period of five (5) years from the Termination Date. In the event such records are audited, all such records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.
8. Monitoring, Reports and Auditing. The Owner agrees to generate and to cause any Business to generate such reports regarding the LBC or the Project as may be requested by the Governmental Unit or the State (including, without limitation, the Rural Authority or Commerce) in such form as they may request, including after the Termination Date. The Owner further grants and shall cause any Business to grant the Governmental Unit or the State (including any of its agencies, commissions or departments such as Commerce, the North Carolina State Auditor and the North Carolina Office of State Budget and Management) and any of their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy, monitor and examine all of the books, papers, records and other documents relating to the LBC or the Project. In addition, the Owner agrees to comply and to cause any Business to comply at any time, including after the Termination Date, with any requests by the State (including, without limitation, the Rural Authority or Commerce) for other financial and organizational materials to permit the State to comply with its fiscal

monitoring responsibilities or to evaluate the short- and long-range impact of its programs.

9. Termination; Availability of Funds.

- (a). If the Owner fails to fulfill in a timely and proper manner its obligations or violates any of its covenants or stipulations under the LBC or if any Business fails to fulfill those requirements applicable to it in the LBC, the Owner agrees that the Governmental Unit or Commerce has the right to terminate the LBC by giving the Owner written notice specifying the Termination Date, which shall be determined by the Governmental Unit or Commerce in their sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to either the Governmental Unit or Commerce, upon request and as directed.
- (b). If the Governmental Unit fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under its Grant Agreement with Commerce, the Owner agrees that Commerce has the right to terminate its Grant Agreement with the Governmental Unit and/or terminate this LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to either the Governmental Unit or Commerce, upon request and as directed.
- (c). The obligations of the Rural Authority and/or Commerce to pay any Grant funds to the Governmental Unit and for the Governmental Unit to pay any Loan amounts to the Owner under this LBC are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant and therefore the Loan become unavailable, the Owner agrees that either Commerce or the Governmental Unit has the right to terminate this LBC by giving written notice specifying the Termination Date, which either the Governmental Unit or Commerce may determine in their sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to the Governmental Unit or Commerce, upon demand and as directed.

10. Liabilities and Loss. The Owner hereby agrees to release, indemnify and hold harmless the Governmental Unit and the State (including the Rural Authority and Commerce), and their respective members, officers, directors, employees, agents and attorneys (hereinafter collectively referred to as "Indemnified Parties"), from any claims of third parties (including, without limitation, any Business) arising out of any act or omission of the Owner or any third party (including, without limitation, any Business) in connection with the performance of this LBC or the Project, and for all losses arising from implementation of this LBC or the Project. Without limiting the foregoing, the Owner hereby releases the

Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the fixtures, machinery, equipment or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether or not arising out of acts, omissions or negligence of the Owner or of any third party (including, without limitation, any Business), or of any of their agents, contractors, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project.

11. Owner Representations and Warranties. The Owner hereby represents and warrants that:
- (a). The Owner and every Business are duly authorized to do business under North Carolina law and are not delinquent on any federal, state or local taxes, licenses or fees.
 - (b). This LBC has been entered into and executed on behalf of the Owner by an individual with full actual and apparent authority to bind the Owner to the terms hereto, and the execution and delivery of this LBC have been duly authorized by all necessary action, and are not in contravention of law nor in contravention of any certificate of authority, bylaws or other applicable organizational documents of the Owner, nor are they in contravention of the provisions of any indenture, agreement or undertaking to which the Owner is a party or by which it is bound.
 - (c). The Promissory Note has been executed by every individual or entity that has any ownership interest in the Property and is fully binding on the Owner.
 - (d). There is no action, suit, proceeding or investigation at law or in equity before any court, public board or body pending, or, to the Owner's knowledge, threatened against or affecting the Owner, that could or might adversely affect the Project, the creation of the New Jobs or any of the transactions contemplated by this LBC, or the validity or enforceability of this LBC or the Owner's ability to discharge its obligations under this LBC.
 - (e). Upon the Owner's reasonable inquiry of any Business, there is no action, suit, proceeding or investigation at law or in equity before any court, public board or body pending, threatened against or affecting any Business that could or might adversely affect the Project, the creation of the Jobs or any of the transactions contemplated by this LBC or the validity or enforceability of this LBC or the ability of any Business to create the Jobs specified herein.
 - (f). No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this LBC by the Owner or the performance of any of its obligations hereunder, or else all such requisite governmental consents or approvals have been obtained. The Owner shall provide the Governmental Unit or Commerce with evidence of the existence of any such necessary consents or approvals at the time of the execution of this LBC.

- (g). The Owner is solvent and has inquired of and received reasonable evidence from any Business of the solvency of that Business.
 - (h). A cash match grant, loan or other funding (“Cash Match”) equal to the amount of the Loan shall have been unconditionally committed to the Project and no part of this match can have derived, either directly or indirectly, from any other State or federal source. The Owner hereby represents and warrants that all Cash Match funds shall be utilized exclusively for the purpose of the Project and that it shall not make or approve of improper expenditures of Cash Match funds. The Owner shall expend all Cash Match funds prior to or simultaneously with and at the same rate as its expenditure of Loan funds.
12. Cessation/Termination, Bankruptcy, Dissolution or Insolvency.
- (a). The Owner shall at all times preserve its legal existence, except that it may merge or consolidate with or into or sell all or substantially all of its assets to any entity that expressly undertakes, assumes for itself and agrees in writing to be bound by all of the obligations and undertakings of the Owner contained in this LBC. If the Owner so merges, consolidates or sells its assets without such an undertaking being provided, it agrees to repay to the Governmental Unit or Commerce, upon request and as directed, all unspent Loan funds. Further, any merger, consolidation or sale without such an undertaking shall constitute a material default under this LBC, and the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner and hold the Owner liable for any other repayment provided for under this LBC.
 - (b). Other than as provided for in Paragraph 12(a), if the Owner or any Business ceases to do business or becomes the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, the Owner shall give the Governmental Unit immediate notice of the event, shall not expend any Loan funds without the express written authorization of the Governmental Unit and shall return all unspent Loan funds to the Governmental Unit or Commerce, upon demand and as directed and if permissible under applicable bankruptcy, dissolution or insolvency law.
 - (c). If the Owner fails to provide the Governmental Unit notice of the Owner or any Business ceasing to do business or becoming the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall constitute a material default under this LBC. If there is such a cessation or such a proceeding, the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner. Upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and shall return all unspent Loan funds to the Governmental Unit or Commerce upon demand and as directed and if permissible under applicable bankruptcy, dissolution or insolvency law.
 - d). Notwithstanding the foregoing and wherever referred to in this LBC, “ceases to do business” shall not include (1) ceasing operations to maintain, service or upgrade real or personal property of the Owner, (2) season shutdowns of operations as long as such cessation does not exceed a total of four (4) weeks in any calendar year (excluding time attributable to an event of force majeure as described below) and (3) under the circumstances for the period of time described in Paragraph 22 below.

13. Additional Repayment Requirements and Remedies.

- (a). The repayment requirements and remedies addressed in this Paragraph 13 are in addition to those repayment requirements and other remedies set forth elsewhere in this LBC, including the requirements to repay unspent Loan funds. No remedy conferred or reserved by or to the State or the Governmental Unit is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this LBC, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- (b). The Owner acknowledges that the Grant by the Rural Authority and the Loan by the Governmental Unit are predicated upon the creation and maintenance of the New Jobs and maintenance of the Baseline Number of jobs required by Paragraph 3(a) and that failure to create and/or maintain them will constitute a material default of this LBC.
 - i. If the Business fails to create and maintain such New Jobs, then the Owner shall repay to the Governmental Unit or Commerce, as directed, an amount equal to the product of (i) **\$1,562.50** (the amount of Loan funds divided by the number of New Jobs required to be created in Paragraph 3(a) and (ii) the number of New Jobs required to be created in Paragraph 3(a), minus the number of New Jobs actually created, above the Baseline Number reported, that have been in existence for six (6) consecutive months.
 - ii. Additionally, in the event that the Business fails to maintain its Baseline Number of jobs as required under Paragraph 3(a), the Business shall lose credit for any qualifying New Jobs under this LBC by the same number of jobs that the Baseline Number is short. For example, if the Baseline Number of jobs falls short by three (3) jobs as of the date the Business has created and maintained all required New Jobs, the number of New Jobs deemed created and maintained shall be reduced by three (3). The amount the Business must repay shall then be calculated in accordance with Paragraph 13(b)i.
 - iii. Either Commerce or the Governmental Unit shall notify the Owner in writing of the amount to be repaid and direct the Owner whether to repay such amount to the Governmental Unit for return to Commerce or repay the amount directly to Commerce. All such amounts shall be due immediately upon demand by the Governmental Unit or Commerce. If not paid within thirty (30) days following demand, the unpaid amount due hereunder and under the Promissory Note shall bear interest at the rate of 10% per annum after demand until paid. Upon default in such payment, the Governmental Unit or Commerce may employ an attorney to enforce their respective rights and remedies, and the Owner hereby agrees to pay the legal costs and reasonable attorneys' fees of the Governmental Unit and Commerce plus all other reasonable expenses incurred by such party in exercising any of its rights and remedies upon such defaults.
- (c). If there is a breach of any of the requirements, covenants or agreements in this LBC

- (including, without limitation, a failure to repay the amount required under Paragraph 13(b) within the time required), or if there are any representations or warranties which are untrue as to a material fact in this LBC or in relation to the LBC or the Project (including the performance thereof), the Owner agrees that the Governmental Unit or Commerce may require repayment from the Owner of an amount of Loan funds to be determined in their sole discretion but not to exceed the amount of Loan funds the Owner has already received under this LBC. Such requirements, covenants or agreements include but are not limited to Paragraphs 2, 3, 4, 9, 11 and 12 of this LBC.
14. No Waiver by Governmental Unit or the State. Failure of the Governmental Unit or the State (including, without limitation, the Rural Authority and Commerce) at any time to require performance of any term or provision of this LBC shall in no manner affect the rights of the Governmental Unit or the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the Governmental Unit or the State of any condition or the breach of any term, provision or representation contained in this LBC, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.
15. Waiver of Objections to Timeliness of Legal Action. The Owner knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the Governmental Unit or the State (including Commerce) to enforce their rights under this LBC. This waiver includes any objections the Owner may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.
16. Special Provisions and Conditions.
- (a). Nondiscrimination. The Owner agrees that it will not, and will ensure that the Business will not, discriminate by reason of age, race, religion, color, sex, national origin or disability related to the activities of this LBC or the Project.
 - (b). Compliance with Laws. The Owner shall at all times, and shall cause any Business at all times to, observe and comply with all laws, regulations, codes, rules, ordinances and other requirements (together, "Laws") of the state, federal and local governments which may in any manner affect the performance of the LBC or the Project.
 - (c). Non-Assignability. The Owner shall not assign or transfer any interest in the LBC without the prior written consent of the Governmental Unit and Commerce; provided however, that claims for money due to the Owner from the Governmental Unit under this LBC may be assigned to any commercial bank or other financial institution without such approval.
 - (d). Personnel. The Owner represents that it and any Business have or will secure at their own expense all personnel required to monitor, carry out and perform the scope of services of this LBC and the Project. Such employees shall not be employees of the State (including, without limitation, the Rural Authority or Commerce) or the Governmental Unit. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.
17. Notice. All notices required or permitted hereunder and all communications in respect

constituting the Property suffers damage or destruction caused by acts of God, fires, floods, storms, insurrection, riots, acts of the public enemy, national catastrophe, or similar unexpected events, (b) such damage or destruction was not principally caused by the negligence, willful misconduct or violation of applicable law by the Owner, (c) the Owner uses reasonable efforts to repair, or to work around, such damage or destruction reasonably promptly, and (d) as a direct result of such damage or destruction the Owner cannot satisfy the requirements and obligations of Sections 3 of this Agreement as and when this Agreement requires, then the Owner will be entitled to an extension of time not to exceed sixty (60) days to satisfy the requirements and obligations of Section 3 of this Agreement; provided that the Governmental Unit in its sole discretion with respect to the obligations it is owed by the Owner, may elect to extend that sixty day period to give the Owner additional time to satisfy those requirements.

IN WITNESS WHEREOF, the parties hereto have executed this LBC as of the date first above written.

Governmental Unit Name: _____

Signature: _____ [SEAL]

Printed Name: _____

Title: _____

Owner Name: _____

Signature: _____ [SEAL]

Printed Name: _____

Title: _____

For VALUE RECEIVED and subject to the terms of and secured by the Rural Economic Development Loan Agreement and Legally Binding Commitment – Private-Owner Building Reuse Program, Reference Number **2022-015-3201-2587** (“LBC,” which is incorporated by reference herein), the undersigned borrower[s] (the “Owner”) jointly and severally promise[s] to pay to lender **Sampson County** or its assigns (together, the “Governmental Unit”) or to the intended third-party beneficiary of this Promissory Note, the North Carolina Department of Commerce (“Commerce”), upon demand and as directed by either the Governmental Unit or Commerce, an amount of principal loan (“Loan”) funds under the LBC up to and including **\$250,000.00** Dollars but which amount shall not exceed the amount of Loan funds the Owner has actually received under the LBC, plus interest and attorney’s fees as addressed below. Unless otherwise specified herein, capitalized terms in this Promissory Note shall have the same meaning as those set forth in the LBC.

The Owner acknowledges and represents that: (i) the undersigned is or are the only person(s), entity or entities who or that have any ownership interests in the certain real property located at:

120 Church St.
Garland, NC 28441

in **Sampson** County, North Carolina (the “Property”); and (ii) the undersigned shall be jointly and severally liable for any and all debts secured by this Promissory Note.

The Owner further acknowledges that: (i) in order for the Owner to receive the Loan, the LBC requires the Owner to complete a “Project”; (ii) in order for the Owner to receive the Loan, what the LBC identifies as the “Business” must maintain certain jobs and create and maintain certain other jobs in working with the Owner to complete the Project; (iii) the Loan from the Governmental Unit to the Owner under the LBC consists entirely of a grant from the State of North Carolina to the Governmental Unit, subject to certain clawback provisions; (iv) Commerce is an intended third-party beneficiary to the LBC and to this Promissory Note; and (v) the LBC specifies those circumstances in which the Governmental Unit or Commerce can terminate the LBC and require the Owner to repay an amount of Loan funds according to a formula or else in an amount to be determined in the sole discretion of the Governmental Unit or Commerce but which amount shall not exceed the amount of Loan funds the Owner has actually received under the LBC.

Upon default, the Governmental Unit and/or Commerce may employ attorneys to enforce their rights and remedies under this Promissory Note and the LBC, and the Owner agrees to pay their reasonable attorneys’ fees, plus all other reasonable expenses they incur in exercising their rights and remedies upon default. The rights and remedies of the Governmental Unit and Commerce, as described in this Promissory Note and the LBC, shall be cumulative and may be pursued singly, successively or together against the Owner (including each of the undersigned), the Property, or any other funds, property or security held by the Owner for payment or security, in the sole discretion of the Governmental Unit and Commerce. The failure to exercise any such right or remedy shall not be a waiver or release of such rights or remedies or the right to exercise any of them at another time.

The Owner hereby waives protest, presentment, notice of dishonor and notice of acceleration and maturity and agrees to remain bound for the payment of principal, interest and all other sums due under this Promissory Note and the LBC, notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Promissory Note, or by way of any extension or extensions of time for the payment of principal and interest; and the Owner waives all and every kind of notice of such change or changes and agrees that the same may be made without notice of or consent to any of them.

This Promissory Note may not be amended, changed or altered except in writing executed by the Owner, the Governmental Unit and Commerce.

If not repaid within 30 days following demand hereunder, the Loan funds demanded by the Governmental Unit or Commerce under this Promissory Note shall bear interest at the rate of 10% per annum after demand until repaid. If either the Governmental Unit or Commerce initially demands Loan repayment from the Owner ("First Demand") in an amount less than the Loan funds the Owner has actually received under the LBC but, failing to receive repayment and, in its discretion under the LBC, increases the Loan repayment demand ("Second Demand") to the full amount the Owner has received under the LBC, then such interest on the difference between the First and Second Demands shall begin to accrue as of the date of the Second Demand.

For example, if under the terms of the LBC, a Business engages in an improper expenditure of Loan funds, the Governmental Unit has the discretion to require in a First Demand the partial repayment of Loan funds received by the Owner. Interest will begin to accrue at 10% per annum on whatever portion of the sum is not repaid as of the 31st day after the First Demand. Further, if the Owner fails to repay the First Demand in full, the Governmental Unit retains the discretion under the LBC to terminate the LBC and issue a Second Demand for the full repayment by the Owner of all Loan funds. Interest will continue accruing at 10% per annum on the original principal amount still unpaid from the First Demand and, following the expiration of 30 days from the Second Demand, interest will begin to accrue at 10% per annum on the additional unpaid principal Loan amount in the Second Demand.

Payment shall be made in lawful money of the United States of America via United States Mail First Class, Federal Express or UPS to the attention of the person at the address or in person at the address of the Governmental Unit or Commerce as directed in writing.

This Note shall be governed by, and construed in accordance with, the laws of the State of North Carolina.

IN WITNESS WHEREOF, the undersigned has (have) caused these presents to be executed under seal, pursuant to authority duly given, the day and year first above written.

EVERY SIGNATORY BELOW EXPRESSLY REPRESENTS THAT ALL INDIVIDUALS OR ENTITIES WITH ANY OWNERSHIP INTERESTS IN THE PROPERTY HAVE EXECUTED THIS PROMISSORY NOTE.

Dated as of: _____ , 20 _____

If by Individual: _____

Signature: _____ [SEAL]

Printed Name: _____

Dated as of: _____ , 20 _____

If by Entity: _____

Signature: _____ [SEAL]

Printed Name: _____

Name of Taxpayer _____

Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

NC Unemployment Insurance Acct #: _____ Fed Tax ID #: _____

I hereby waive any right to confidentiality, as found in N.C.G.S. 96-4 or otherwise, for the limited purpose of authorizing disclosure of certain information contained in the quarterly unemployment insurance tax records of the above-named taxpayer (hereinafter, "Company") filed with the Division of Employment Security ("DES") of the North Carolina Department of Commerce to **Sampson County** ("Governmental Unit") and to the employees of the Rural Economic Division of the North Carolina Department of Commerce ("Rural Division") and members of the North Carolina Rural Infrastructure Authority ("Rural Authority") for the limited purpose of evaluating the issuance of and, in the event of such issuance, administering and ensuring compliance with, a grant and loan pursuant to N.C.G.S. 143B-472.127 and .128.

I recognize that DES is authorized to provide this information to the public officials of the Governmental Unit, the Rural Division and the Rural Authority in the performance of their public duties and that the verification of employment information for the purpose of administering the grant and loan at issue is within the scope of the public duties of the Governmental Unit, the Rural Division and the Rural Authority. I hereby authorize DES to disclose information contained in the Company's quarterly unemployment insurance tax records (the NCUI-101 or successor form) to the Governmental Unit, the Rural Division and/or the Authority for these purposes.

I recognize that unemployment insurance tax information provided in the aggregate to DES and disclosed to the Governmental Unit, the Rural Division and/or the Authority, and the Company's aggregated tax and wage information provided to or otherwise in possession of the Governmental Unit, the Rural Division and/or the Authority, may be treated as public information. This waiver is not intended to release the Governmental Unit, the Rural Division and/or the Authority from any obligation they may have under North Carolina law to maintain the confidentiality of any and all information which could reveal or permit someone to ascertain the identity of any individual employee or that employee's line item unemployment insurance tax or other tax or wage information.

Signature Chief Financial Officer or Other Authorized Company Official

Print Name

Title

The Department of Commerce strongly encourages, but does not require, the Governmental Unit secure the funds loaned to the property owner, **Cayenne Acquisitions Group, LLC a Florida limited liability company**, with a Deed of Trust on the property.

Please check the appropriate box below indicating the intention of the Governmental Unit:

- The Governmental Unit will secure the funds with a Deed of Trust listing **Sampson County** as the beneficiary in the amount of **\$250,000.00**.

- Sampson County** (“Governmental Unit”) has elected NOT to secure with a deed of trust on the subject property the **\$250,000.00** in grant funds awarded by the North Carolina Department of Commerce (“Commerce”) for a building reuse grant. Governmental Unit acknowledges and agrees that it is liable to the State for any grant funds that must be repaid under the Grant Agreement or Legally Binding Commitment, including (without limitation), any required repayments due to the property owner’s failure to create and maintain jobs, which could include the full amount of the grant. Governmental Unit acknowledges that its liability to Commerce arises whether or not it is able to collect any repayment from the property owner under the Legally Binding Commitment, but still elects not to obtain a deed of trust on the subject property.

Please fill in the box below:

Governmental Unit Name:	<u>Sampson County</u> _____
By (Signature):	_____
Printed Name:	_____
Title:	_____
Date:	_____

PUBLIC HEARING NOTICE
SAMPSON COUNTY, NORTH CAROLINA

A public hearing will be held by the Sampson County Board of Commissioners on September 13, 2021 at 6:00 p.m. 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 public comment concerning proposed appropriations and expenditures for economic development activity. The proposed economic development activity involves a \$250,000.00 North Carolina Department of Commerce Building Reuse Program Grant that will be made as a loan to Cayenne Acquisitions Group, LLC (“Cayenne”). The loan funds will be used to partially reimburse Cayenne for certain qualifying expenditures related to the renovation and reuse of a ±78,000 square foot building located at 120 W. Warren St., Garland, NC 28441. The loan will be evidenced by a legally binding commitment and promissory note and secured by a deed of trust on certain real property located at 120 W. Warren St., Garland, NC 28441 and identified as Sampson County Parcel Nos. 16-0007400-02, 16-0007400-03, and 16-1057160-04. The public benefit to be derived from the project includes the creation of a cut-and-sew manufacturing facility that is projected to create of 160 new jobs and result in taxable investment of \$1,440,000.00.

Published: September 1, 2021

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 2 (b)

Meeting Date:	September 13, 2021	<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 Amendments to the Economic Development Budget for FY 21-22

DEPARTMENT: Economic Development

PUBLIC HEARING: Yes

CONTACT PERSON(S): Stephen Barrington, Director of Economic Development
David Clack, Finance Officer

PURPOSE: To receive public comment regarding the County's proposed amendment to the allocation of funds for economic development within the FY 21-22 budget

ATTACHMENTS: Public Hearing Advertisement; Budget Amendment

BACKGROUND:

We have duly advertised a public hearing for the purpose of receiving public comment regarding proposed amendments to funds allocated for economic development within the FY 21-22 budget, as required by General Statutes. The Chairman should convene the hearing and call upon EDC Director Stephen Barrington and Finance Officer David Clack for comments related to the budget adjustments.

RECOMMENDED ACTION OR MOTION:

Amend the budget as requested

**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 2021-2022

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

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11449200-558000	Construction cost	1,281,995.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11034920-403614	Grant NC Dept of Commerce	1,281,995.00	

2. Reason(s) for the above request is/are as follows:

To budget grant funds that will be used for infrastructure improvements at the Sampson Southeastern Business Center.

David K. Clack

(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

9/1/2021

David K. Clack

(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20__

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

(County Manager & Budget Officer)

**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 2021-2022

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

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11449200-529902	Building reuse grant	250,000.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11034920-403602	State grant building reuse	250,000.00	

2. Reason(s) for the above request is/are as follows:

To budget grant funds from the State building reuse program for Garland Apparel building.

David K. Clack

(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

9/1/2021

David K. Clack

(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20__

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

(County Manager & Budget Officer)

**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 2021-2022

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

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11449200-544000	Contract services	10,010.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11034920-403603	Municipal contributions	10,010.00	

2. Reason(s) for the above request is/are as follows:

To budget additional allocation received from City of Clinton for professional services at the Sampson Southeastern Business Center.

David K. Clack

(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

9/1/2021

David K. Clack

(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20__

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

(County Manager & Budget Officer)

**NOTICE OF PUBLIC HEARING
AMENDED ECONOMIC DEVELOPMENT APPROPRIATIONS
FY 2021-2022 BUDGET**

The Sampson County Board of Commissioners will hold a public hearing for the purpose of receiving public comments on recommended amendments to the allocation of funds within the FY 2021-2022 budget specific to economic development at 6:00 pm, or as soon possible thereafter, on Monday, September 13, 2021 in the County Auditorium, located at 435 Rowan Road, Clinton NC.

Revised funding allocations for expenditures related to the recruitment and retention of industry included in the FY 2021-2022 budget can be generally categorized as follows:

\$ 10,010	Additional financial support from the City of Clinton for economic development efforts on behalf of the City of Clinton
\$ 250,000	NC Commerce Building Reuse Grant to support upfit of Garland Shirt Factory, Garland
\$ 1,281,995	NC Commerce Industrial Development Fund (Utility Account) Grant to assist in providing infrastructure to Sampson Southeastern Business Center

The Board will also accept comments on the hearing in written form 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

Written comments must include the commenter's names and address and must be received no later than 5:00 p.m. on September 13, 2021 in order to be considered.

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 2 (c)

Meeting Date: September 13, 2021	<input type="checkbox"/> Information Only <input type="checkbox"/> Report/Presentation <input checked="" type="checkbox"/> Action Item <input type="checkbox"/> Consent Agenda	<input checked="" type="checkbox"/> Public Comment <input type="checkbox"/> Closed Session <input type="checkbox"/> Planning/Zoning <input type="checkbox"/> Water District Issue
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SUBJECT: Public Hearing - Proposed FY23 Community Transportation Program (CTP) Grant Funding Application

DEPARTMENT: Sampson Area Transportation

PUBLIC HEARING: Yes

CONTACT PERSON(S): Ro Oates-Mobley, Department of Aging Director

PURPOSE: To consider public comment regarding the submission of the application for CTP transportation grant funding for the period July 1, 2022 - June 30, 2023

ATTACHMENTS: Public Hearing Notice; Grant Documents, including Certifying Resolutions for both Admin/Operations and Capital Grant Portions

BACKGROUND:

Each year the County applies to the North Carolina Department of Transportation for Community Transportation Funding, which is used by our Sampson Area Transportation program to coordinate existing transportation programs operating in Sampson County and to provide transportation services within our communities. Sampson Area Transportation has proposed the following grant request:

Administrative	\$242,747	Requires 15% local match of \$36,413
Capital (Vehicles and Other)	\$288,870	Requires 10% local match of \$28,887
5310 Operating	\$40,000	Requires 50% local match of \$20,000
 Total Grant Requests	 \$571,671	 Total Local Share \$85,300

The grant match amounts will be budgeted in the Sampson Area Transportation FY22-23 budget. We are required to provide the public the opportunity to comment on the application prior to submission.

RECOMMENDED ACTION OR MOTION:

Motion to authorize submission of transportation grant application documents, including Certifying Resolution which designates County Manager as the authorized official

PUBLIC TRANSPORTATION PROGRAM RESOLUTION

FY 2023 RESOLUTION

Section 5311 (including ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.

Applicant seeking permission to apply for Public Transportation Program funding, enter into agreement with the North Carolina Department of Transportation, provide the necessary assurances and the required local match.

A motion was made by (*Board Member's Name*) _____ and seconded by (*Board Member's Name or N/A, if not required*) _____ for the adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation will apply for a grant from the US Department of Transportation, Federal Transit Administration and receives funds from the North Carolina General Assembly to provide assistance for rural public transportation projects; and

WHEREAS, the purpose of these transportation funds is to provide grant monies to local agencies for the provision of rural, small urban, and urban public transportation services consistent with the policy requirements of each funding source for planning, community and agency involvement, service design, service alternatives, training and conference participation, reporting and other requirements (drug and alcohol testing policy and program, disadvantaged business enterprise program, and fully allocated costs analysis); and

WHEREAS, the funds applied for may be Administrative, Operating, Planning, or Capital funds and will have different percentages of federal, state, and local funds.

WHEREAS, non-Community Transportation applicants may apply for funding for "purchase-of-service" projects under the Capital Purchase of Service budget, Section 5310 program.

WHEREAS, (*Legal Name of Applicant*) SAMPSON COUNTY hereby assures and certifies that it will provide the required local matching funds; that its staff has the technical capacity to implement and manage the project(s), prepare required reports, obtain required training, attend meetings and conferences; and agrees to comply with the federal and state statutes, regulations, executive orders, Section 5333 (b) Warranty, and all administrative requirements related to the applications made to and grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U. S. C.

WHEREAS, the applicant has or will provide all annual certifications and assurances to the State of North Carolina required for the project;

NOW, THEREFORE, be it resolved that the (*Authorized Official's Title*)* COUNTY MANAGER of (*Name of Applicant's Governing Body*) SAMPSON COUNTY is hereby authorized to submit grant application (s) for federal and state funding in response to NCDOT's calls for projects, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide rural, small urban, and urban public transportation services.

I (*Certifying Official's Name*)* SUSAN J HOLDER (*Certifying Official's Title*) CLERK TO THE BOARD do hereby certify that the above is a true and correct copy of an excerpt from the minutes of a meeting of the (*Name of Applicant's Governing Board*) SAMPSON COUNTY BOC duly held on the _____ day of _____, _____.

Signature of Certifying Official

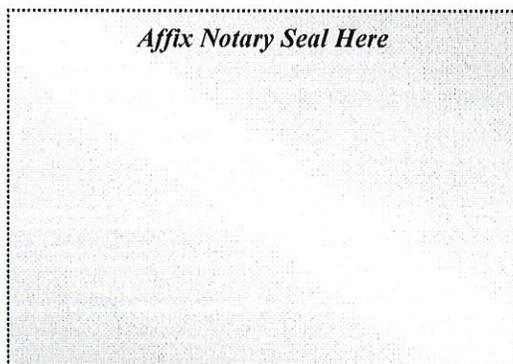
**Note that the authorized official, certifying official, and notary public should be three separate individuals.*

Seal Subscribed and sworn to me
(date) _____

*Notary Public **

Printed Name and Address

My commission expires
(date) _____



5311 DESIGNEE CERTIFICATION FORM

Resolution No. _____

Resolution authorizing the filing of applications with the North Carolina Department of Transportation– Integrated Mobility Division for grant years FY2023– FY2027, for federal transportation assistance authorized by 49 U.S.C. 5311, United States Code, other federal statutes administered by the Federal Transit Administration or state statutes administered by the State of North Carolina.

WHEREAS, the North Carolina Department of Transportation has been delegated authority to award federal financial assistance for transit projects as allocated throughout North Carolina by County;

NOW, THEREFORE, BE IT RESOLVED BY (County Commission of Designating County)

1. That Rosemarie Oates Mobley, Director of Sampson Area Transportation is authorized to execute and file an application for federal assistance on behalf of Sampson County with the State of North Carolina for federal assistance authorized by 49 U.S.C. Chapter 5311 United States Code, other federal statutes or state statutes authorizing a project administered by the Federal Transit Administration.
2. That Rosemarie Oates Mobley, Director of Sampson Area Transportation is authorized to execute and file with its applications the annual certifications and assurances and other documents the State of North Carolina requires before awarding a federal assistance grant or cooperative agreement.
3. That Rosemarie Oates Mobley, Director of Sampson Area Transportation is authorized to execute grant and cooperative agreements with the State of North Carolina on behalf of Sampson County.

The undersigned duly qualified Clarke Wooten, acting on behalf of the Board of Commissioners of Sampson County, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Sampson County Board of Commissioners held on

_____.

(Signature of Recording Officer)

(Title of Recording Officer)

(Date)

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
INTEGRATED MOBILITY DIVISION

DBE/MBE/WBE/HUB ANTICIPATED VENDOR AWARDS in FY 2023

APPLICANT'S NAME: SAMPSON COUNTY PERIOD COVERED

MAILING ADDRESS: 405 COUNTY COMPLEX RD CLINTON NC 28328 From: JULY 1, 2022

VENDOR NUMBER: 7666 To: JUNE 30, 2023

We expect to utilize the following list of DBE/MBE/WBE/HUB Vendors in FY 2023:

DBE/MBE/WBE/HUB Vendor/Subcontractor's Name	Mailing Address City, State, Zip	ID# from NCDOT Website	Describe Service/ Item to be Purchased	Anticipated Expenditure (\$)
				TOTAL

- The above list includes the DBE/MBE/WBE/HUB Vendors the applicant expects to utilize in FY 2023.
- The applicant does NOT expect to utilize any DBE/MBE/WBE/HUB Vendors in FY 2023.

Signature of Authorized Official

Date

DBE GOOD FAITH EFFORTS CERTIFICATION

This is to certify that in all purchase and contract selections (*Legal Name of Applicant*) Sampson County is committed to and shall make good faith efforts to purchase from, and award contracts to, Disadvantaged Business Enterprises (DBEs).

DBE good faith efforts will include the following items that are indicated by check mark(s) or narrative:

Required by IMD	Check all that apply	Description
*	<input checked="" type="checkbox"/>	Write a letter/email to Certified DBEs in the service area to inform them of purchase or contract opportunities;
*	<input checked="" type="checkbox"/>	Document telephone calls, emails and correspondence with or on behalf of DBEs;
	<input type="checkbox"/>	Advertise purchase and contract opportunities on local TV Community Cable Network;
*	<input checked="" type="checkbox"/>	Request purchase/contract price quotes/bids from DBEs;
	<input checked="" type="checkbox"/>	Monitor newspapers for new businesses that are DBE eligible
*	<input checked="" type="checkbox"/>	Encourage interested eligible firms to become NCDOT certified. Interested firms should contact the office of contractual services at (919) 707-4800 for more information
*	<input checked="" type="checkbox"/>	Encourage interested firms to contact the Office of Historically Underutilized Businesses at (919) 807-2330 for more information
*	<input checked="" type="checkbox"/>	Consult NCDOT Certified DBE Directory. A DBE company will be listed in the DBE Directory for each work type or area of specialization that it performs. You may obtain a copy of this directory at https://www.ebs.nc.gov/VendorDirectory/default.html
	<input type="checkbox"/>	Other efforts: Describe:
	<input type="checkbox"/>	Other efforts: Describe:

You may obtain a copy of the USDOT Disadvantaged Business Enterprise Program Title 49 Part 26 at <https://www.ebs.nc.gov/VendorDirectory/default.html>

Reminder: Documentation of all good faith efforts shall be retained for a period of five (5) years following the end of the fiscal year.

I certify that, to the best of my knowledge, the above information describes the DBE good faith efforts.

Signature of Authorized Official

Date

Type Name and Title of Authorized Official

FY 2023 Delegation of Authority

Date: _____

I EDWIN CAUSEY SAMPSON COUNTY MANAGER
(Authorized Official's Typed/Printed Name) (Authorized Official's Title and Agency)

as the designated party SAMPSON COUNTY
(Grant recipient/Applicant Agency)

with authority to submit funding applications and enter into contracts with the North Carolina Department of Transportation and execute all agreements and contracts with the NCDOT P1 Integrated Mobility Division hereby delegate authority to the individual(s) filling the positions as indicated below:

Primary Designee: ROSEMARIE OATES MOBLEY
(Name and Primary Designee's Position Title)

SAMPSON AREA TRANSPORTATION
(Primary Designee's Agency)

- Reimbursement Requests: Yes No
- Budget Revisions: Yes No
- Budget Amendments: Yes No
- Period of Performance Extensions: Yes No
- Other _____: Yes No

Alternate Designee #1: TAMMY PARKER
(Alternate Designee's Name and Position Title)

(Alternate Designee's Agency)

- Reimbursement Requests: Yes No
- Budget Revisions: Yes No
- Budget Amendments: Yes No
- Period of Performance Extensions: Yes No
- Other _____: Yes No

Alternate Designee #2: _____
(Alternate Designee's Name and Position Title)

(Alternate Designee's Agency)

- Reimbursement Requests: Yes No
- Budget Revisions: Yes No
- Budget Amendments: Yes No
- Period of Performance Extensions: Yes No
- Other _____: Yes No

Signature: _____

SECTION 5311, 5310, 5339, Combined Capital, 5307 or State Funds Call for Projects
TITLE VI PROGRAM REPORT

Legal Name of Applicant: SAMPSON COUNTY
(Complete either Part A or Part B; and Part C)

Part A – No complaints or Lawsuits Filed

I certify that to the best of my knowledge, **No complaints or lawsuits** alleging discrimination have been filed against SAMPSON AREA TRANSPORTATION (*Transit System Name*) during the period **July 1, 2020 through June 30, 2021**.

Signature of Authorized Official

Date

Edwin Causey, Sampson County Manager

Type Name and Title of Authorized Official

Part B – Complaints or Lawsuits Filed

I certify that to the best of my knowledge, the below described complaints or lawsuits alleging discrimination have been filed against _____ (*Transit System Name*) during the period **July 1, 2020 through June 30, 2021**.

Complainant Name/Address/Telephone Number	Date	Description	Status/Outcome

(Attach an additional page if required.)

Signature of Authorized Official

Date

Type Name and Title of Authorized Official

Part C - Title VI Plan

Do you currently have a Title VI Plan: YES

Date of last plan update: 2020

FY 2023 LOCAL SHARE CERTIFICATION FOR FUNDING

SAMPSON COUNTY
(Legal Name of Applicant)

Requested Funding Amounts

<u>Project</u>	<u>Total Amount</u>	<u>Local Share**</u>
5311 Administrative	\$ <u>242,747</u>	\$ <u>36,413</u> (15%)
5311 Operating (No State Match)	\$ _____	\$ _____ (50%)
5310 Operating (No State Match)	\$ <u>40,000</u>	\$ <u>20,000</u> (50%)
5307 Operating	\$ _____	\$ _____ (50%)
5307 Planning	\$ _____	\$ _____ (10%)
Combined Capital	\$ <u>288,870</u>	\$ <u>28,887</u> (10%)
Mobility Management	\$ _____	\$ _____ (50%)
5310 Capital Purchase of Service	\$ _____	\$ _____ (10%)
_____	\$ _____	\$ _____ (____%)
_____	\$ _____	\$ _____ (____%)
_____	\$ _____	\$ _____ (____%)

Funding programs covered are 5311, 5310, 5339 Bus and Bus Facilities, 5307 (Small fixed route, regional, and consolidated urban-rural systems)

TOTAL	\$ <u>571,617</u>	\$ <u>85,300</u>
	Total Funding Requests	Total Local Share

****NOTE: Applicants should be prepared for the entire Local Share amount in the event State funding is not available.**

The Local Share is available from the following sources:

<u>Source of Funds</u>	<u>Apply to Grant</u>	<u>Amount</u>
<u>Revenue</u>	<u>Administrative</u>	\$ <u>36,413</u>
<u>Revenue</u>	<u>Combined Capital</u>	\$ <u>28,887</u>
<u>ROAP/EDTAP</u>	<u>5310 Operating</u>	\$ <u>20,000</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

FY 2023 Local Share Certificate (page 2)

_____	_____	\$ _____
_____	_____	\$ _____
TOTAL		\$ _____

**** Fare box revenue is not an applicable source for local share funding**

I, the undersigned representing (*Legal Name of Applicant*) **Sampson County** do hereby certify to the North Carolina Department of Transportation, that the required local funds for the FY2023 Community Transportation Program and 5307 Governors Apportionment will be available as of **July 1, 2022**, which has a period of performance of July 1, 2022 – June 30, 2023.

Signature of Authorized Official

Type Name and Title of Authorized Official

Date

PUBLIC HEARING NOTICE

Section 5311 (ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.

This is to inform the public that a public hearing will be held on the proposed Sampson County Community Transportation Program Application to be submitted to the North Carolina Department of Transportation no later than October 8, 2021. The public hearing will be held on September 13, 2021 at 6:00 p.m. before the Sampson County Board of Commissioners, in the County Auditorium located in Building A of the Sampson County Complex, 435 Rowan Road, Clinton NC.

Those interested in attending the public hearing and needing either auxiliary aids and services under the Americans with Disabilities Act (ADA) or a language translator should contact the Sampson County Manager's Office on or before September 8, 2021, at telephone number 910-592-6308 or via email at susanh@sampsonnc.com.

The Community Transportation Program provides assistance to coordinate existing transportation programs operating in SAMPSON COUNTY as well as provides transportation options and services for the communities within this service area. These services are currently provided using transit vans. Services are rendered by SAMPSON AREA TRANSPORTATION.

The total estimated amount requested for the period July 1, 2022 through June 30, 2023.

NOTE: Local share amount is subject to State funding availability.

Project	Total Amount	Local Share	
Administrative	\$242,747	\$36,413	(15%)
Operating (5311)	\$	\$	(50%)
Capital (Vehicles & Other)	\$288,870	\$28,887	(10%)
5310 Operating	\$40,000	\$20,000	(50%)
TOTAL PROJECT	\$571,617	\$85,300	
	Total Funding Request	Total Local Share	

This application may be inspected at 311 County Complex Road, Clinton NC from 8:00 AM-5:00 PM, Monday-Friday. Written comments should be directed to Rosemarie Oates Mobley before September 13, 2021.

AVISO DE AUDIENCIA PÚBLICO

FY23 COMMUNITY TRANSPORTATION PROGRAM FUNDING

(Año Fiscal 22-23 Financiamiento para el Programa de Transporte de Comunidad)

La Junta de Comisionados de el Condado de Sampson sostendrá una audiencia pública el Lunes, Septiembre 13, 2021 a las 6:00p.m. en relación a la propuesta Aplicación sobre el Transporte de la Comunidad a ser presentada en el Departamento de Transportación de Carolina del Norte no más tarde de Octubre 8, 2021. La audiencia será sostenida en el Auditorio del Condado de Sampson, Edificio de Administración del Condado, 435 Rowan Road en Clinton, Carolina del Norte.

El Programa de Transporte de Comunidad proporciona la ayuda necesaria para coordinar los programas de transporte existentes en el Condado Sampson, así como proporcionar opciones y servicios para las comunidades dentro del condado. El Transporte de Área de Sampson actualmente proporciona servicios usando las necesidades publicas en demanda y rutas fijadas. Los servicios son dados utilizando camionetas.

El total estimado que se solicita para el período de desempeño es de Julio 1, 2022 hasta el 30 de Junio de 2023 es \$571,617.00 dólares. Los gastos Administrativo/los gastos de Desarrollo de empleado son estimados en \$242,747 dólares (15% participación local del \$36,413.00), y los gastos de Capital son estimados en \$288,870.00 dólares (participación local del 10% = \$28,887.00), y los gastos de 5310 operativo, de funcionamiento los fondos para mayor y discapacitado, gente en \$40,000.00 dólares (50% participación local del \$20,000.00).

La aplicación puede ser inspeccionada en la oficina de Transporte de Área de Sampson, 311 County Complex Road, Clinton, NC 28328 de las 8:00a.m. a las 5:00p.m. Los comentarios/petición escritos para una audiencia pública deberían ser dirigidos a: Rosemarie Oates Mobley, Director, 311 County Complex Road, Clinton, NC 28328. Cualquier persona con una incapacidad que necesite ayuda auxiliar o el servicio a fin de participar en esta reunión puede ponerse en contacto con la Oficina del Gerente del Condado al 910-592-6308 y via email susanh@sampsonnc.com al menos 24 horas antes de la reunión.

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 3 (a)

Meeting Date: September 13, 2021	<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 certain funding applications

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 South McCullen Road (Project Cost: \$2,283,000) - design, permit and install a drinking water supply well to supplement the Johnston County interconnect, and a 1.5-mile water 6-inch line on South McCullen Road from Keener Road to King Road as a backup transmission line to support the Johnston County Phase II project
2. Water Governor Moore Road (Project Cost: \$1,459,180) - design, permit and install 4.2 miles of 8-inch water line on Governor Moore Road from H. B. Lewis Road to King Road to serve as a backup transmission line to support the Johnston County Phase II project
3. Harrells Interconnection, Kader Merritt, Herring and Moon Johnson (Project Cost: \$3,321,000) - design, permit and install 5.5 miles of 6-inch water lines from the Union High School vault to the Town of Harrells vault near 421, including a booster pump, ground storage tank and master meter

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

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: LINWOOD REYNOLDS, PE, PUBLIC WORKS DIRECTOR *LR*
SUBJECT: KADER MERRITT, HERRING, MOON JOHNSON AND HARRELLS
INTERCONNECT
DATE: 8/23/2021
CC:

Public Works has a need to apply for funding for a new water line on Kader Merritt Road, Herring Road and Moon Johnson Road. The line extension would be 5.5 miles long of 6" water line from the Union High School vault to the Town of Harrells vault near US 421.. This line would provide clean drinking water to the residents and provide an interconnect to the Town of Harrells. Our engineer states that a booster pump, ground storage tank and master meter would be needed along with two long bores which have caused the project funding to escalate.

There are 69 homes on this route that may be interested in signing up for water service. The residents complain of water that smells and is discolored.

Public Works requests permission from the board to pursue funding from the State Infrastructure Committee in the amount of approximately \$3,321,000 for the design, permitting and installation of this water system.

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: LINWOOD REYNOLDS, PE, PUBLIC WORKS DIRECTOR
SUBJECT: KEENER WELL AND SOUTH MCCULLEN ROAD
DATE: 8/23/2021
CC:



Public Works has a need to apply for funding for a new well in the Keener area and a new water line on South McCullen Road. The new well would supplement the Johnston County interconnect. The line extension would be 1.5 miles long 6" water line on South McCullen Road from Keener Road to King Road. This line would be used as a backup transmission line that would support the main trunk line serving the Johnston County Phase II project. Our engineer states that having a backup to the main trunk line is a critical need and would provide a looped system for improved water quality.

There are 12 homes on this route that may be interested in signing up for water service; however, the primary purpose of this line is to provide support for the bulk water being sold to Johnston County.

Public Works requests permission from the board to pursue funding from the State Infrastructure Committee in the amount of approximately \$2,283,000 for the design, permitting and installation of this well and water line.

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: LINWOOD REYNOLDS, PE, PUBLIC WORKS DIRECTOR 
SUBJECT: GOVERNOR MOORE ROAD
DATE: 8/23/2021
CC:

Public Works has a need to apply for funding for a new water line on Governor Moore Road. The line extension would be 4.2 miles long of 8" water line on Governor Moore Road from H.B. Lewis Road to King Road. This line would be used as a backup transmission line that would support the main trunk line serving the Johnston County Phase I and II project. Our engineer states that having a backup to the main trunk line is a critical need and would provide a looped system for improved water quality.

There are 37 homes on this route that may be interested in signing up for water service; however, the primary purpose of this line is to provide support for the bulk water being sold to Johnston County.

Public Works requests permission from the board to pursue funding from the State Infrastructure Committee in the amount of approximately \$1,459,180 for the design, permitting and installation of this water system.

NORTH CAROLINA'S
SAMPSON COUNTY

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 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 and water main extensions to help distribute the additional yield across the system and supply water to additional areas of Sampson County and its wholesale customers, 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 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 13th day of September 2021 in Sampson County, North Carolina.

Clark H. Wooten, Chairman
Sampson County Board of Commissioners

ATTEST:

Susan J. Holder, Clerk to the Board

NORTH CAROLINA'S
SAMPSON COUNTY

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 Governor Moore Road and South McCullen 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 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 13th day of September 2021 in Sampson County, North Carolina.

Clark H. Wooten, Chairman
Sampson County Board of Commissioners

ATTEST:

Susan J. Holder, Clerk to the Board

NORTH CAROLINA'S
SAMPSON COUNTY

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 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 13th day of September 2021 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 (b)

Meeting Date: September 13, 2021	<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 – Award of Bid and Construction Contract for Johnson County Water Interconnection, Phase II

DEPARTMENT: Sampson County Public Works

PUBLIC HEARING: No

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

PURPOSE: To consider award of bid and construction contract for Johnston County Interconnection, Phase II

ATTACHMENTS: Bid Tabulation; Engineers’ Letter of Recommendation

BACKGROUND:

The Sampson County to Johnston County Water System Interconnect, Phase 2 (WIF-2003) was publicly advertised for bids, and five (5) bids were received on September 2, 2021. A summary of the bid results is provided for review as well as Dewberry Engineers Letter of Recommendation.

RECOMMENDED ACTION OR MOTION:

Award the bid pursuant to engineers’ recommendation and authorize execution of contract documents

BID TABULATION
 PROJECT: Johnston County Interconnection Phase 2
 OWNER: Sampson County, NC
 BID OPENING DATE: September 2, 2021

Larry W. Mitchell
 Larry W. Mitchell, P.E.
 Certified as Correct



Line	Description	Pay Unit	QTY	Burnette Enterprises of Wilmington		Carolina Utilities		Caton Construction Group		Herring-Rivenbark		Jymco Construction Company	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization / General Conditions (max 3% of total)	LS	1	\$ 68,969.70	\$ 68,969.70	\$ 90,000.00	\$ 90,000.00	\$ 120,000.00	\$ 120,000.00	\$ 18,000.00	\$ 18,000.00	\$ 90,000.00	\$ 90,000.00
2a	Open Cut, Water Main 4-inch DI Pipe	LF	50	\$ 45.00	\$ 2,250.00	\$ 90.00	\$ 4,500.00	\$ 100.00	\$ 5,000.00	\$ 41.10	\$ 2,055.00	\$ 71.00	\$ 3,550.00
2b	Open Cut, Water Main 6-inch SDR 21 PVC Pipe	LF	170	\$ 34.00	\$ 5,780.00	\$ 40.00	\$ 6,800.00	\$ 100.00	\$ 17,000.00	\$ 12.24	\$ 2,080.80	\$ 51.00	\$ 8,670.00
2c	Open Cut, Water Main 8-inch SDR 21 PVC Pipe	LF	37,940	\$ 39.00	\$ 1,479,660.00	\$ 40.00	\$ 1,517,600.00	\$ 62.00	\$ 2,352,280.00	\$ 27.87	\$ 1,057,387.80	\$ 43.00	\$ 1,631,420.00
3a	Horizontal Directional Drill, Water Main 8-inch DR 11 HDPE (200 PSI)	LS	1	\$ 20,540.00	\$ 20,540.00	\$ 40,000.00	\$ 40,000.00	\$ 30,500.00	\$ 30,500.00	\$ 23,418.00	\$ 23,418.00	\$ 34,880.00	\$ 34,880.00
3b	Horizontal Directional Drill, Water Main 10-inch DR 11 HDPE (200 PSI)	LS	1	\$ 331,010.00	\$ 331,010.00	\$ 515,600.00	\$ 515,600.00	\$ 499,100.00	\$ 499,100.00	\$ 456,648.00	\$ 456,648.00	\$ 545,641.00	\$ 545,641.00
4a	Bore and Jack, Steel Casing 12-inch (0.25" Steel)	LF	55	\$ 225.00	\$ 12,375.00	\$ 350.00	\$ 19,250.00	\$ 440.00	\$ 24,200.00	\$ 183.73	\$ 10,105.15	\$ 472.00	\$ 25,960.00
4b	Bore and Jack, Steel Casing 16-inch (0.25" Steel)	LF	45	\$ 235.00	\$ 10,575.00	\$ 400.00	\$ 18,000.00	\$ 500.00	\$ 22,500.00	\$ 219.06	\$ 9,857.70	\$ 546.00	\$ 24,570.00
5	AWWA C153 Ductile Iron Fittings	LBS	2,500	\$ 30.00	\$ 75,000.00	\$ 12.50	\$ 31,250.00	\$ 10.00	\$ 25,000.00	\$ 10.61	\$ 26,525.00	\$ 12.00	\$ 30,000.00
6a	Fire Hydrant Assembly	EA	2	\$ 4,500.00	\$ 9,000.00	\$ 10,000.00	\$ 20,000.00	\$ 7,500.00	\$ 15,000.00	\$ 5,651.00	\$ 11,302.00	\$ 6,170.00	\$ 12,340.00
6b	2-inch Blow-Off Assembly	EA	21	\$ 1,900.00	\$ 39,900.00	\$ 2,500.00	\$ 52,500.00	\$ 3,450.00	\$ 72,450.00	\$ 2,110.00	\$ 44,310.00	\$ 2,133.00	\$ 44,793.00
6c	6-inch by 6-inch Tapping Sleeve and Gate Valve	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 5,000.00	\$ 10,000.00	\$ 4,800.00	\$ 9,600.00	\$ 3,074.00	\$ 6,148.00	\$ 5,948.00	\$ 11,896.00
6d	12-inch by 8-inch Tapping Sleeve and Gate Valve	EA	1	\$ 5,900.00	\$ 5,900.00	\$ 7,500.00	\$ 7,500.00	\$ 6,800.00	\$ 6,800.00	\$ 4,055.00	\$ 4,055.00	\$ 7,268.00	\$ 7,268.00
6e	4-inch Gate Valve Assembly	EA	4	\$ 1,900.00	\$ 7,600.00	\$ 1,800.00	\$ 7,200.00	\$ 1,700.00	\$ 6,800.00	\$ 939.00	\$ 3,756.00	\$ 1,421.00	\$ 5,684.00
6f	6-inch Gate Valve Assembly	EA	7	\$ 2,500.00	\$ 17,500.00	\$ 2,000.00	\$ 14,000.00	\$ 1,900.00	\$ 13,300.00	\$ 1,155.00	\$ 8,085.00	\$ 1,786.00	\$ 12,502.00
6g	8-inch Gate Valve Assembly	EA	15	\$ 2,900.00	\$ 43,500.00	\$ 2,600.00	\$ 39,000.00	\$ 2,700.00	\$ 40,500.00	\$ 1,647.00	\$ 24,705.00	\$ 2,665.00	\$ 39,975.00
6h	12-inch Gate Valve Assembly	EA	1	\$ 4,900.00	\$ 4,900.00	\$ 4,000.00	\$ 4,000.00	\$ 4,450.00	\$ 4,450.00	\$ 2,985.00	\$ 2,985.00	\$ 4,155.00	\$ 4,155.00
6i	Connection to Existing Waterline	EA	8	\$ 2,300.00	\$ 18,400.00	\$ 3,500.00	\$ 28,000.00	\$ 2,400.00	\$ 19,200.00	\$ 4,332.00	\$ 34,656.00	\$ 6,100.00	\$ 48,800.00
7	Asphalt Roadway Patching	TN	8	\$ 1,125.00	\$ 9,000.00	\$ 300.00	\$ 2,400.00	\$ 340.00	\$ 2,720.00	\$ 500.00	\$ 4,000.00	\$ 440.00	\$ 3,520.00
8	Asphalt Driveway Patching	TN	25	\$ 800.00	\$ 20,000.00	\$ 300.00	\$ 7,500.00	\$ 340.00	\$ 8,500.00	\$ 380.00	\$ 9,500.00	\$ 318.00	\$ 7,950.00
9	Concrete Pavement Patching	CY	60	\$ 500.00	\$ 30,000.00	\$ 450.00	\$ 27,000.00	\$ 734.00	\$ 44,040.00	\$ 610.00	\$ 36,600.00	\$ 250.00	\$ 15,000.00
10	Gravel Driveway Repair	SY	550	\$ 40.00	\$ 22,000.00	\$ 35.00	\$ 19,250.00	\$ 95.00	\$ 52,250.00	\$ 13.00	\$ 7,150.00	\$ 11.50	\$ 6,325.00
11	Flowable Fill (300 PSI max)	CY	18	\$ 200.00	\$ 3,600.00	\$ 750.00	\$ 13,500.00	\$ 345.00	\$ 6,210.00	\$ 610.00	\$ 10,980.00	\$ 326.00	\$ 5,868.00
12	Undercut Excavation and Stabilization Stone	CY	100	\$ 60.00	\$ 6,000.00	\$ 70.00	\$ 7,000.00	\$ 97.00	\$ 9,700.00	\$ 53.00	\$ 5,300.00	\$ 77.00	\$ 7,700.00
13	Select Backfill	CY	100	\$ 45.00	\$ 4,500.00	\$ 50.00	\$ 5,000.00	\$ 85.00	\$ 8,500.00	\$ 20.00	\$ 2,000.00	\$ 51.00	\$ 5,100.00
14	Traffic Control and Construction Access	LS	1	\$ 22,000.00	\$ 22,000.00	\$ 150,000.00	\$ 150,000.00	\$ 160,000.00	\$ 160,000.00	\$ 7,000.00	\$ 7,000.00	\$ 133,605.00	\$ 133,605.00
15	Erosion and Sedimentation Control Measures	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 140,000.00	\$ 140,000.00	\$ 300,000.00	\$ 300,000.00	\$ 26,000.00	\$ 26,000.00	\$ 201,475.00	\$ 201,475.00
16	Cleanup and Seeding Along Utility Pipelines	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 90,000.00	\$ 90,000.00	\$ 250,000.00	\$ 250,000.00	\$ 46,000.00	\$ 46,000.00	\$ 181,418.00	\$ 181,418.00
17	Meter Vault with Turbine Meter and Site Work	LS	1	\$ 42,000.00	\$ 42,000.00	\$ 175,000.00	\$ 175,000.00	\$ 45,000.00	\$ 45,000.00	\$ 101,500.00	\$ 101,500.00	\$ 95,000.00	\$ 95,000.00
TOTAL BASE BID (Items 1-17)					\$ 2,367,959.70	\$ 3,061,850.00	\$ 4,170,600.00	\$ 2,002,109.45	\$ 3,245,065.00				



September 3, 2021

Sampson County
 Mr. Edwin Causey
 County Manager
 406 County Complex Road
 Clinton, NC 28328

RE: Letter of Recommendation of Tentative Award
 Sampson County to Johnston County Water System Interconnection – Phase 2

Dear Mr. Causey:

Bids for the Johnston County Interconnection – Phase 2 were received on Thursday, September 2, 2021 at 2:00 pm at the Sampson County Public Works Office located at 827 SE Blvd., Clinton, NC. After declaring bidding closed, it was noted that five (5) bid proposals for the project were submitted. All bidders were present for the bid opening. The following questions were asked and received unanimous responses noted in italics:

- There was one addendum issued, was the addendum received? *Yes.*
- Was anyone denied the right to bid? *No.*
- Are there any objections to proceeding with the bid opening? *No.*

Each of the five (5) bid proposals were then opened and read aloud. Subsequent to the bid opening, Dewberry Engineers Inc. (Dewberry) has reviewed the bids received for this project and it is our opinion that each bidder, has submitted a responsive, responsible bids. A summary of each bidders base bid is provided below, and the Certified Bid Tabulation is enclosed for your reference:

<u>Bidder</u>	<u>Location</u>	<u>Total Base Bid</u>
Herring & Rivenbark, Inc	Kinston, NC	\$2,002,109.45
Burnette Enterprises of Wilmington, Inc	Wilmington, NC	\$2,367,959.70
Carolina Utilities Company, LLC	Jacksonville, NC	\$3,061,850.00
JMYCO Construction Company, Inc	Smithfield, NC	\$3,245,065.00
Canton Construction Group, Inc	Troy, VA	\$4,170,600.00

This bid package includes the construction of water main along Oak Grove Church Road and King Road, 2-way master meter with vault, and connection to Johnston County water system adjacent to Hwy 55 west.

This project is being funded by the North Carolina Division of Water Infrastructure. The total funding available for the project is \$3,148,000.

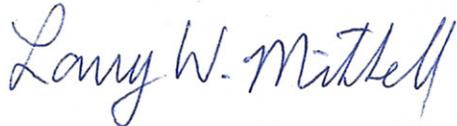
Mr. Edwin Causey
Johnston County Interconnection – Phase 2
Letter of Recommendation of Tentative Award
September 3, 2021

Dewberry recommends that Sampson County tentatively award the contract for the Johnston County Interconnection – Phase 2 to Herring & Rivenbark, Inc, the apparent low, responsible, responsive bidder on the basis of the base bid. The tentative award is contingent on the approval of the bid by the North Carolina Division of Water Infrastructure. The Contract award will be for the amount of \$2,002,109.45.

Should have you have any questions or comments, please call me at (919) 424-3741.

Sincerely,

Dewberry Engineers Inc.



Larry W. Mitchell, P.E.
Senior Associate/Project Manager

Enclosure: Certified Bid Tabulation

Cc: Linwood Reynolds, P.E., Sampson County
Mac Ellen Brown, Sampson County
Mark Turlington, Sampson County
Susan Holder, Sampson County
Joel Starling, Sampson County
Matt West, P.E., Dewberry

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**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 3 (c)

Meeting Date: September 13, 2021	<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: Courthouse Roof Replacement Bid Award and Contract Approval

DEPARTMENT: Public Works/Legal

PUBLIC HEARING: No

CONTACT PERSON(S): Joel Starling, County Attorney
Linwood Reynolds, Public Works Director

PURPOSE: To ratify actions regarding the Courthouse roof replacement project

ATTACHMENTS: Memo, Bid Tabulation, Contract

BACKGROUND:

Public Works received three bids for the replacement of the roof of the main Courthouse. Following a presentation at the July 27, 2021 meeting, the Board awarded the bid, selecting a composite roof compatible with the existing roof, to Henry Faircloth (Generations Construction, Inc.). A bid tabulation is attached reflecting bid adjustments.

The County Manager has signed the contract based upon the Board's bid award on July 27, thus we are requesting ratification of the execution of the contract.

RECOMMENDED ACTION OR MOTION:

Ratify execution of the construction contract

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: LINWOOD REYNOLDS, PE, PUBLIC WORKS DIRECTOR
SUBJECT: MAIN COURTHOUSE ROOF REPLACEMENT CONTRACT
DATE: 8/30/2021
CC:

Public Works received three quotes for the replacement of the Main Courthouse Roof. The low bidder proposed using a metal roof and the other two proposed using a composite roof that was compatible with the existing roof. Public Works presented the three bids with samples to the board at our July 27th water summit meeting.

The board members chose the most compatible material and awarded the contract to Generations Construction, Inc. The Public Works Department began negotiations with the contractor.

The County Attorney and Contractor completed the agreed upon contract last week. Public Works requests the Board to approve the contract as presented.

Sampson County
Main Courthouse
Roof Project
Bid Response Work Sheet

<u>Name</u>	<u>Company</u>	<u>Bid Amount</u>	<u>Adjust</u>	<u>Total</u>
Henry Faircloth	Generations Construction	\$325,000.00	- \$29,400.00	\$295,600.00
James Brougham	Britton Contracting	(metal) \$285,423.23	+\$69,850.00	\$355,273.00
Clay Martin	Highland Roofing (composite)	\$333,968.00	+\$40,000.00	\$373,968.00
	(metal)	\$342,385.00	+\$40,000.00	\$382,385.00

Note: Adjust for Generations Construction was for material cost decrease and also making any repairs to the T.P.O. roof which may result from construction damages.

Note: Adjust for Britton Contracting and Highland Roofing was adding the T.P.O. roof in which they failed to include with the original price and had to add on.

Note: Generations Construction will be Installing the DaVinci Slate composite material.



AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 25th day of August in the year Twenty Fifth Day of August Two thousand Twenty One (In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

County of Sampson
406 County Complex Rd.
Clinton, NC 28328

and the Contractor:
(Name, legal status, address and other information)

Generations Construction Inc.
4249 Tyndall Bridge Rd
Salemberg, NC 28385

for the following Project:
(Name, location and detailed description)

Sampson County Main Court House
101 W Main St. Clinton NC 28328

Mr Linwood Reynolds
Public Works Director

The Architect:
(Name, legal status, address and other information)

No Architect
None
None
No Architect for this project

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement.

AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Contractor agree as follows.

SWC
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EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)
Starting date when owner gives a notice to proceed, and materials are available. Materials delivery is estimated at 6weeks (42) days and construction time is 45 days. Total construction time is 87 days.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

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§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Not later than the date of commencement of the Work.

(87) calendar days from

By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred Ninety Five thousand six hundred & no/100 (\$295,600.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item

Price

Without any change orders the maxium price is 295,600.00, provided the contract is accepted by no later than 8-27-2021. There is an increase in roofing materials expected 91-2021.

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item

Price

Conditions for Acceptance

N/A

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§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
N/A	

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)
 \$100.00 per day.

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)
 N/A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

No progress payments & no Architect.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the N/A day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the (same) (follow) month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than (N/A) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

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§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201®–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

N/A

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

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§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

No Progress payments

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

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ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

All disputes involving an amount in excess of \$10,000.00 that cannot be resolved by the parties will be referred to non-binding mediation in accordance with article 15 of the General Supplementary Conditions, and if the parties are still unable to resolve the dispute through non-binding mediation, to litigation.

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§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

Full payment of all materials and labor to date.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:
(Name, address, email address, and other information)

Linwood Reynolds
Sampson County Public Works Director

500
[Signature]

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Henry Faircloth
4249 Tyndall Bridge Rd.
Salemberg, NC 28385
910-590-6700

generationsconstruction1@gmail.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

N/A

§ 8.7 Other provisions:

N/A

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

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.5 Drawings

Number	Title	Date
--------	-------	------

Details listed on page 10 for the scope of work to be completed

.6 Specifications

Section	Title	Date	Pages
---------	-------	------	-------

N/A

.7 Addenda, if any:

Number	Date	Pages
--------	------	-------

N/A

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

N/A

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Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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AIA Document E203 is not included in this agreement.

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Scope of work: Generations Construction will supply all labor, materials & equipment as listed:

1. Remove all existing roofing slate & check existing sheathing boiards for proper nailing.
2. Cover all existing slate roofing area with 7/16" 4'x8' OSB sheeting boards.
3. Install ice and water underlayment over complete existing slate roofing area.
4. Install selected roofing materials by- DaVinci-Slate Gray Color on all roofing areas except where the lower TPO roofing is. Materials stored in container on site.
5. All steep flashing will be new cooper, and valleys will have DaVincis approved materials.
6. All large cooper flashing on brick walls wll remain as is. Appears to have many years of life.
7. Temporary roping will be used to secure the Wall St end parking lot for the duration of the work.
8. Traffic control coordinated by public works with local authorities.
9. Generations will work with the county to keep one entrance to the court house open at all regular scheduled times of busniss.
10. The owner will coordinate with court personnel and the contractor to develop a project schedule that will minimize the disruption to court proceedings.
11. The DaVinci Slate Gray materials in 4-5 weeks. Sampson County agrees to pay in full once 100% completed.
12. There is no TPO roofing in this contract. Generations will do all in good fath to protect the existing TPO roofing during this roofing project.
13. Generations Construction will provide a copy of NC Lic. # 58076, workers compensation-general libility, and business automobile libility policy.
14. All contruction related items & debres will be compelety remove after all work is finish.
15. Generations will submitt a sales tax report for materials.

"THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT."

[Signature]
COUNTY FINANCE OFFICER

This Agreement entered into as of the day and year first written above.

[Signature]
OWNER (Signature)
Edwin W. Caves
(Printed name and title)
County Mgr

[Signature]
CONTRACTOR (Signature)
Henry Faircloth- President
(Printed name and title)

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AIA Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the 25th day of August in the year Twenty Fifth Day of August Two (In words, indicate day, month and year.)

for the following PROJECT:

(Name and location or address)

Sampson County Main Court House
101 W Main St. Clinton NC 28328

THE OWNER:

(Name, legal status and address)

County of Sampson
406 County Complex Rd.
Clinton, NC 28328

THE CONTRACTOR:

(Name, legal status and address)

Generations Construction Inc.
4249 Tyndall Bridge Rd
Salemberg, NC 28385

TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER'S INSURANCE
- A.3 CONTRACTOR'S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201®-2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201®-2017, General Conditions of the Contract for Construction. Article 11 of A201-2017 contains additional insurance provisions.

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[Signature]

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§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Cause of Loss	Sub-Limit
---------------	-----------

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit
General Liability per policy	

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The

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Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

§ A.2.4.2 Ordinance or Law Insurance, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

§ A.2.4.3 Expediting Cost Insurance, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

§ A.2.4.4 Extra Expense Insurance, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

§ A.2.4.5 Civil Authority Insurance, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

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§ A.2.4.6 Ingress/Egress Insurance, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

§ A.2.4.7 Soft Costs Insurance, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

§ A.2.5.1 Cyber Security Insurance for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

§ A.2.5.2 Other Insurance
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

EWL
[Signature]

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§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than (\$) each occurrence, (\$) general aggregate, and (\$) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than (\$) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

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§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

§ A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible,

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and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

- § A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.
- § A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.
- § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.
- § A.3.3.2.6 Other Insurance
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits
----------	--------

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	
Performance Bond	
N/A	

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

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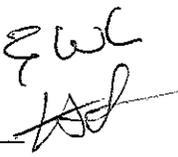
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ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

Generations Construction has provided workers compensation - General Libilty & automobile insurance. All other insurance provided by County of Sampson.



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NORTH CAROLINA FARM BUREAU MUTUAL INSURANCE COMPANY, INC.

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

INSURED NAME AND ADDRESS Generations Construction, Inc.
4249 Tyndall Bridge Road
Salemberg, NC 28385

CERTIFICATE HOLDER Sampson County Public Works
827 S. E. Blvd.
Clinton, NC 28328

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

X	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY - OCCURRENCE GENL AGGREGATE APPLIES PER POLICY			GL 0507465	08/10/2021	08/10/2022	GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OPS AGGREGATE	\$2,000,000
							PERSONAL & ADV INJURY	\$1,000,000
							EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
<input type="checkbox"/>	BUSINESSOWNERS						EACH OCCURRENCE	\$
							AGGREGATE	\$
<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY			BAP 2908447	05/22/2021	05/22/2022	COMBINED SINGLE LIMIT (Each accident)	\$1,000,000
	SCHEDULED AUTOS						BODILY INJURY (Per person)	\$
<input type="checkbox"/>	HIRED AUTOS						BODILY INJURY (Per accident)	\$
<input type="checkbox"/>	NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
<input type="checkbox"/>	GARAGE LIABILITY							
<input type="checkbox"/>	(Other)							
<input type="checkbox"/>	EXCESS LIABILITY - OCCURRENCE						EACH OCCURRENCE	\$
							AGGREGATE	\$
<input checked="" type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY POLICY APPLIES TO THE WORKERS COMPENSATION LAW IN THE STATE OF NC	N/A		WC 0233116	06/08/2021	06/18/2022	WC STATUTORY LIMITS	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
<input type="checkbox"/>	OTHER:							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

DATE 08/12/2021

Gaun W. Tyndall



AIA[®] Document A201[®] – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Sampson County Main Court House
101 W Main St. Clinton, NC 28328

THE OWNER:

(Name, legal status and address)

County Of Sampson
406 County Complex Rd.
Clinton, NC 28328

THE ARCHITECT:

(Name, legal status and address)

No Architect
No Architect
No Architect

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503[™], Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk

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and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

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§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in

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such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or

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equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

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- 2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- 3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

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§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages,

compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of

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other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

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§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term “Contractor” in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner’s own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner’s own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor’s construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor’s Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor’s Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner’s or Separate Contractor’s completed or partially completed construction is fit and proper to receive the Contractor’s Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor’s delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor’s delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner’s Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

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§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

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§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or

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(3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor’s discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor’s Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect’s consultants shall be named as additional insureds under the Contractor’s commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor’s Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner’s Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner’s Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by

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an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract

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Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in

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Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

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- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or Suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

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§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

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§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

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§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand

Init.

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for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

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SUPPLEMENTARY CONDITIONS

§ 1.5 Delete Section 1.5 in its entirety.

§ 1.7 Delete Section 1.7 in its entirety.

§ 1.8 Delete Section 1.8 in its entirety.

§ 2.2 Delete Section 2.2 in its entirety.

§ 2.3.2 Delete Section 2.3.2 in its entirety.

§ 2.3.3 Delete Section 2.3.3 in its entirety.

§ 2.3.4 Delete Section 2.3.4 in its entirety.

§ 3.2.4 Delete Section 3.2.4 in its entirety.

§ 3.4.2 Delete Section 3.4.2 in its entirety and substitute the following:

The Contractor may make substitutions only with the consent of the Owner in accordance with a Change Order or Construction Change Directive.

§ 3.7.4 Delete Section 3.7.4 in its entirety.

§ 3.7.5 Delete Section 3.7.5 in its entirety.

§ 3.9.2 Delete Section 3.9.2 in its entirety and substitute the following:

The Contractor, as soon as practicable after award of the Contract, shall notify the Owner of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Owner may notify the Contractor, stating whether the Owner (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Owner to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.10.1 Delete Section 3.10.1 in its entirety and substitute the following:

The Contractor, promptly after being awarded the Contract, shall submit for the Owner's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. The Contractor shall further work with the County and court personnel to develop a schedule that takes into account the schedule of court proceeds and is intended to minimize the disruption of court proceedings.

§ 3.10.2 Delete Section 3.10.2 in its entirety.

Article 4 Delete Article 4 in its entirety.

§ 5.2.1 Delete Section 5.2.1 in its entirety and substitute the following:

Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Owner may notify the Contractor whether the Owner (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Owner to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 7.1.2 Delete Section 7.1.2 in its entirety and substitute the following:

A Change Order shall be based upon agreement between the Owner and the Contractor. A Construction Change Directive may or may not be agreed to by the Contractor. An order for a minor change in the work may be issued by the Owner alone.

§ 7.2.1 Delete Section 7.2.1 in its entirety and substitute the following:

A Change Order is a written instrument prepared by the Owner and signed by the Owner and the Contractor stating their agreement upon all of the following:

- .1 The Change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3.1 Delete Section 7.3.1 in its entirety and substitute the following:

A Construction Change Directive is a written order prepared and signed by the Owner, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may be Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.4 Delete Section 7.3.4 in its entirety and substitute the following:

If Contractor disagrees with the method for adjustment in the Contract Sum, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Delete Section 7.3.6 in its entirety and substitute the following:

Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Owner of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

- § 7.3.8** Delete the portion of the first sentence which reads “as confirmed by the Architect.”
- § 7.3.9** Delete Section 7.3.9 in its entirety.
- § 7.3.10** Delete Section 7.3.10 in its entirety and substitute the following:
- When the Owner and Contractor reach an agreement upon the adjustments in the Contract Sum and Contract Time, such agreement shall be effectively immediately and the Owner will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.
- § 7.4** Delete Section 7.4 in its entirety and substitute the following:
- The Owner may order minor changes in the work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Owner’s order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Owner and shall not proceed to implement the change in Work. The Owner may then issue a Construction Change Directive.
- § 8.1.3** Delete Section 8.1.3 in its entirety and substitute the following:
- The date of Substantial Completion is the date on which the Work is complete in accordance with the specifications and the Contract Documents, provided that the Owner shall have the right to inspect the Work in order to determine whether the Work is complete and ready for acceptance by the Owner.
- § 8.3.1** Delete Section 8.3.1 in its entirety and substitute the following:
- If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner, of an employee of the Owner, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor’s control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts justify delay, and the Owner and the Contractor are unable to reach an agreement regarding an extension of the Contract Time, the Contractor may submit a Claim in accordance with Article 15.
- § 9.2** Delete Section 9.2 in its entirety.
- § 9.3** Delete Section 9.3 in its entirety.
- § 9.4** Delete Section 9.4 in its entirety.
- § 9.5** Delete Section 9.5 in its entirety.
- § 9.6** Delete Section 9.6 in its entirety.
- § 9.7** Delete Section 9.7 in its entirety.

- § 9.8.1** Delete Section 9.8.1 in its entirety and substitute the following:
- Substantial Completion is the date on which the Work is complete in accordance with the specifications and the Contract Documents, provided that the Owner shall have the right to inspect the Work in order to determine whether the Work is complete and ready for acceptance by the Owner.
- § 9.8.2** Delete Section 9.8.2 in its entirety.
- § 9.8.3** Delete Section 9.8.3 in its entirety and substitute the following:
- The Owner will make an inspection to determine whether the Work is substantially complete. If the Owner's inspection discloses any item which is not sufficiently complete in accordance with the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item. In such case, the Contractor shall then submit a request for another inspection by the Owner to determine Substantial Completion.
- § 9.8.4** Delete Section 9.8.4 in its entirety and substitute the following:
- When the Work is substantially complete, the Owner will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.
- § 9.8.5** Delete Section 9.8.5 in its entirety.
- § 9.10.1** Delete Section 9.10.1 in its entirety and substitute the following:
- When the Owner finds the Work acceptable under the Contract Documents and the Contract fully performed, the Owner will issue payment to the Contractor within 30 days, subject to the requirements of Section 9.10.2.
- § 9.10.2** Delete Section 9.10.2 in its entirety and substitute the following:
- Final payment shall not become due until the Contractor submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by

the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to finish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

- § 9.10.3** Delete Section 9.10.3 in its entirety.
- § 12.1.1** Delete the word "Architect" each time it appears and substitute with "Owner".
- § 12.1.2** Delete the word "Architect" each time it appears and substitute with "Owner".
- § 12.2.1** Delete the word "Architect" each time it appears and substitute with "Owner".
- § 13.4.1** Delete Section 13.4.1 in its entirety and substitute the following:
- Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Owner shall make arrangements for such tests, inspections, and approvals acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Owner shall give the Contractor timely notice of when and where tests and inspections are to be made so that the Contractor may be present for such procedures.
- § 13.4.2** Delete Section 13.4.2 in its entirety and substitute the following:
- If the Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Owner will instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.
- § 13.4.4** Delete the word "Architect" and substitute with "Owner".
- § 13.4.5** Delete the word "Architect" each time it appears and substitute with "Owner".
- § 14.2.2** Delete the portion of the first sentence which reads "and upon certification by the Architect that sufficient cause exists to justify such action".
- § 14.4.3** Add the following at the end of Section 14.4.3:
- There is no termination fee.

- § 15.1.3.1** Delete the portion of the first sentence which reads “and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker.”
- Change “within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later” to “within 30 days after occurrence of the event giving rise to such Claim or within 30 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later
- § 15.1.4.2** Delete Section 15.1.4.2 in its entirety.
- § 15.2** Delete Section 15.2 in its entirety and substitute the following:
- The Owner and the Contractor agree that, within 30 days of submission of a Claim by either party, representatives of the Owner and the Contractor will meet informally at a location mutually agreed upon by the parties and work in good faith to resolve the claim by mutual agreement. In the event that this informal dispute resolution process fails to produce an agreement, the Owner and the Contractor shall, within 30 days of the informal dispute meeting referenced herein, proceed to non-binding mediation as provided in § 15.3 for any claim where the amount in controversy is greater than \$10,000.
- § 15.3.1** Delete Section 15.3.1 in its entirety and substitute the following:
- The provisions of Article 15 shall serve as the dispute resolution process required by N.C. Gen. Stat. § 143-128(f1). This dispute resolution process shall include non-binding mediation and litigation and is in lieu of the dispute resolution process adopted by the North Carolina State Building Commission. Mediation shall be a precondition to initiating litigation concerning the dispute. Furthermore, the provisions of this dispute resolution process are subject to any other provisions of this Agreement concerning the submission, documentation, and/or proof of any Claim or dispute. Such other provisions shall apply in full force and effect and shall be satisfied as a condition precedent to non-binding mediation under Article 15.
- § 15.3.2** Delete Section 15.3.2 in its entirety and substitute the following:
- The dispute resolution process specified in Article 15 shall be available to all parties involved in the Project, provided that the amount in controversy is greater than \$10,000.
- § 15.3.3** Delete Section 15.3.3 in its entirety and substitute the following:
- Claims, disputes, or other matters in controversy arising out of or related to the Contract or the Project, except those waived as provided for in §§ 9.10.4, 9.10.5, and 15.1.7 or those excluded by § 15.3.2, shall be subject to non-binding mediation pursuant to the Rules Implementing Mediated Settlement Conferences in North Carolina Public Construction Projects (“Rules”). To the extent that any provision of the Rules is inconsistent with the provisions of this Article 15, the provisions of Article 15 shall

control. In the event that the mediation results in an impasse, the parties may proceed to litigation.

§ 15.3.4 Delete Section 15.3.4 in its entirety and substitute the following:

All expenses incurred by a party to a dispute in preparing and presenting any claim or defense at the mediation shall be borne by that party. Such expenses include, without limitation, preparation and production of witnesses and exhibits and attorney's fees. All other expenses of the mediation, including the mediator's fees and travel, shall be borne as follows: with the parties paying equal shares, provided that, if the Owner is a party to the mediation, the Owner shall pay at least one-half of the mediation expenses and costs divided among the parties. The mediation shall be held at a location agreeable to the mediator and the parties, provided that, if no agreement can be reached, the mediation will be held at such location in Sampson County, North Carolina as the mediator shall determine.

§ 15.4 Delete Section 15.4 in its entirety and substitute the following:

Any claim subject to, but not resolved by, non-binding mediation shall be subject to litigation. The parties acknowledge and agree that the venue for any such litigation shall be the General Court of Justice for Sampson County, North Carolina.

NORTH CAROLINA FARM BUREAU MUTUAL INSURANCE COMPANY, INC.

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

INSURED Generations Construction, Inc.
 NAME AND ADDRESS 4249 Tyndall Bridge Road
 Salemburg, NC 28385

CERTIFICATE HOLDER Sampson County Public Works
 827 S. E. Blvd.
 Clinton, NC 28328

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

X	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY - OCCURRENCE GEN'L AGGREGATE APPLIES PER POLICY			GL 0507465	08/10/2021	08/10/2022	GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OPS AGGREGATE \$2,000,000 PERSONAL & ADV INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000
<input type="checkbox"/>	BUSINESSOWNERS						EACH OCCURRENCE \$ AGGREGATE \$
<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY			BAP 2908447	05/22/2021	05/22/2022	COMBINED SINGLE LIMIT (Each accident) \$1,000,000
<input checked="" type="checkbox"/>	SCHEDULED AUTOS						BODILY INJURY (Per person) \$
<input type="checkbox"/>	HIRED AUTOS						BODILY INJURY (Per accident) \$
<input type="checkbox"/>	NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/>	GARAGE LIABILITY						
<input type="checkbox"/>	(Other)						
<input type="checkbox"/>	EXCESS LIABILITY - OCCURRENCE						EACH OCCURRENCE \$ AGGREGATE \$
<input checked="" type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY POLICY APPLIES TO THE WORKERS COMPENSATION LAW IN THE STATE OF NC	N/A		WC 0233116	06/08/2021	06/18/2022	WC STATUTORY LIMITS E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
<input type="checkbox"/>	OTHER:						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES:

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

DATE 08/12/2021

Garen W. Tyndall

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 3 (d)

Meeting Date:	September 13, 2021	<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: Consideration of Execution of a Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation

DEPARTMENT: Legal

PUBLIC HEARING: No

CONTACT PERSON(S): Joel Starling, County Attorney

PURPOSE: To consider adoption of the Resolution Approving the Memorandum of Agreement regarding proceeds relating to settlement of opioid litigation

ATTACHMENTS: Resolution Approving Memorandum of Agreement
Proposed Memorandum of Agreement

BACKGROUND:

As previously authorized by the Board, Sampson County, as well as a number of counties and municipalities in North Carolina, joined with thousands of local governments across the country to file lawsuits against opioid manufacturers and pharmaceutical distribution companies and hold those companies accountable for their misconduct. Separately, representatives of local North Carolina governments, the North Carolina Association of County Commissioners, and the North Carolina Department of Justice have negotiated and prepared a Memorandum of Agreement (MOA) to provide for the equitable distribution of any proceeds from a settlement of national opioid litigation to the State of North Carolina and to individual local governments. They believe that it is advantageous to all North Carolinians for local governments, including Sampson County and its citizens, to sign onto the MOA and demonstrate solidarity in response to the opioid epidemic, and to maximize the share of opioid settlement funds received both in the state and this county to help abate the harm.

RECOMMENDED ACTION OR MOTION:

Consider adoption of the resolution approving the Memorandum of Agreement

**A RESOLUTION BY THE COUNTY OF SAMPSON
APPROVING THE MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE STATE OF
NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE
SETTLEMENT OF OPIOID LITIGATION**

WHEREAS, as of 2019, the opioid epidemic had taken the lives of more than 16,500 North Carolinians, torn families apart, and ravaged communities from the mountains to the coast; and

WHEREAS, the COVID-19 pandemic has compounded the opioid crisis, increasing levels of drug misuse, addiction, and overdose death; and

WHEREAS, the Centers for Disease Control and Prevention estimates the total "economic burden" of prescription opioid misuse alone in the United States is \$78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement; and

WHEREAS, certain counties and municipalities in North Carolina joined with thousands of local governments across the country to file lawsuit against opioid manufacturers and pharmaceutical distribution companies and hold those companies accountable for their misconduct; and

WHEREAS, representatives of local North Carolina governments, the North Carolina Association of County Commissioners, and the North Carolina Department of Justice have negotiated and prepared a Memorandum of Agreement (MOA) to provide for the equitable distribution of any proceeds from a settlement of national opioid litigation to the State of North Carolina and to individual local governments; and

WHEREAS, Local Governments and the State of North Carolina anticipate a settlement in the national opioid litigation to be forthcoming; and

WHEREAS, by signing onto the MOA, the state and local governments maximize North Carolina's share of opioid settlement funds to ensure the needed resources reach communities, once a negotiation is finalized, as quickly, effectively, and directly as possible; and

WHEREAS, it is advantageous to all North Carolinians for local governments, including Sampson County and its citizens, to sign onto the MOA and demonstrate solidarity in response to the opioid epidemic, and to maximize the share of opioid settlement funds received both in the state and this county to help abate the harm; and

WHEREAS, the MOA directs substantial resources over multiple years to local governments on the front lines of the opioid epidemic while ensuring that these resources are used in an effective way to address the crisis.

NOW, THEREFORE BE IT RESOLVED, Sampson County hereby approves the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds

Relating to the Settlement of Opioid Litigation, and any subsequent settlement funds that may come into North Carolina as a result of the opioid crisis. Furthermore, Sampson County authorizes the County Manager to take such measures as necessary to comply with the terms of the MOA and receive any settlement funds, including executing any documents related to the allocation of opioid settlement funds and settlement of lawsuits related to this matter. Be it further resolved copies of this resolution and the signed MOA be sent to opioiddocs@ncdoj.gov as well as forwarded to the North Carolina Association of County Commissioners at communications@ncacc.org.

Adopted this the 13th day of September, 2021.

Clark H. Wooten, Chair
Sampson County Board of Commissioners

ATTEST:

Susan J. Holder
Clerk to the Board

(SEAL)

**MEMORANDUM OF AGREEMENT
 BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS
 ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION**

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Background Statement

Capitalized terms not defined below have the meanings set forth in the Definitions section of the Statement of Agreement.

WHEREAS, the State of North Carolina (the “State”), North Carolina counties and municipalities, and their people have been harmed by misconduct committed by certain entities that engage in or have engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic (“Pharmaceutical Supply Chain Participants”); and

WHEREAS, certain North Carolina counties and municipalities, through their counsel, and the State, through its Attorney General, are separately engaged in ongoing investigations, litigation and settlement discussions seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their misconduct; and

WHEREAS, the State and the Local Governments share a common desire to abate and alleviate the impacts of the misconduct described above throughout North Carolina and in its local communities; and

WHEREAS, while the Local Governments and the State recognize the sums which may be available from the aforementioned litigation will likely be insufficient to fully abate the public health crisis caused by the opioid epidemic, they share a common interest in dedicating the most resources possible to the abatement effort; and

WHEREAS, settlements resulting from the investigations and litigation with Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson are anticipated to take the form of a National Settlement Agreement; and

WHEREAS, this Memorandum of Agreement (“MOA”) is intended to facilitate compliance by the State and by the Local Governments with the terms of the National Settlement Agreement and, to the extent appropriate, in other settlements related to the opioid epidemic reached by the state of North Carolina; and

WHEREAS, North Carolina’s share of settlement funds from the National Settlement Agreement will be maximized only if all North Carolina counties, and municipalities of a certain size, participate in the settlement; and

WHEREAS, the National Settlement Agreement will set a default allocation between each state and its political subdivisions unless they enter into a state-specific agreement regarding the distribution and use of settlement amounts (a “State-Subdivision Agreement”); and

WHEREAS, this MOA is intended to serve as such a State-Subdivision Agreement under the National Settlement Agreement; and

WHEREAS, the aforementioned investigations and litigation have caused some Pharmaceutical Supply Chain Participants to declare bankruptcy, and it may cause additional entities to declare bankruptcy in the future; and

WHEREAS, this MOA is also intended to serve as a State-Subdivision Agreement under resolutions of claims concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic entered in bankruptcy court that provide for payments (including payments through a trust) to both the State and North Carolina counties and municipalities and allow for the allocation between a state and its political subdivisions to be set through a state-specific agreement (“Bankruptcy Resolutions”); and

WHEREAS, specifically, this MOA is intended to serve under the Bankruptcy Resolution concerning Purdue Pharma L.P. as a statewide abatement agreement, and under this MOA, a statewide abatement agreement is a type of State-Subdivision Agreement.

Statement of Agreement

The parties hereto agree as follows:

A. Definitions

As used in this MOA:

The terms “Bankruptcy Resolution,” “MOA,” “Pharmaceutical Supply Chain Participant,” “State,” and “State-Subdivision Agreement” are defined in the recitals to this MOA.

“Coordination group” refers to the group described in **Section E.7** below.

“County Incentive Fund” is defined in **Section G** below.

“Governing Body” means (1) for a county, the county commissioners of the county, and (2) for a municipality, the elected city council, town council, board of commissioners, or board of aldermen for the municipality.

“Incentive Eligible Local Government” is defined in **Section G** below.

“Local Abatement Funds” are defined in **Section B.2** below.

“Local Government” means all counties and municipalities located within the geographic boundaries of the State of North Carolina that have chosen to sign on to this MOA.

“MDL Matter” means the matter captioned *In re: National Prescription Opiate Litigation*, MDL 2804 pending in the United States District Court for the Northern District of Ohio.

“MDL Parties” means all parties who participated in the matter captioned *In re: National Prescription Opiate Litigation*, MDL 2804 pending in the United States District Court for the Northern District of Ohio as Plaintiffs.

“National Settlement Agreement” means a national opioid settlement agreement with the Parties and one or all of the Settling Defendants concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.

“Opioid Settlement Funds” shall mean all funds allocated by the National Settlement Agreement and any Bankruptcy Resolutions to the State or Local Governments for purposes of opioid remediation activities or restitution, as well as any repayment of those funds and any interest or investment earnings that may accrue as those funds are temporarily held before being expended on opioid remediation strategies. Not included are funds made available in the National Settlement Agreement or any Bankruptcy Resolutions for the payment of the Parties’ litigation expenses or the reimbursement of the United States Government.

“Parties” means the State of North Carolina and the Local Governments.

“Settling Defendants” means Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson, as well as their subsidiaries, affiliates, officers, and directors named in a National Settlement Agreement.

“State Abatement Fund” is defined in **Section B.2** below.

B. Allocation of Settlement Proceeds

1. Method of distribution. Pursuant to the National Settlement Agreement and any Bankruptcy Resolutions, Opioid Settlement Funds shall be distributed directly to the State and to Local Governments in such proportions and for such uses as set forth in this MOA, provided Opioid Settlement Funds shall not be considered funds of the State or any Local Government unless and until such time as each annual distribution is made.
2. Overall allocation of funds. Opioid Settlement Funds shall be allocated as follows: (i) 15% directly to the State (“State Abatement Fund”), (ii) 80% to abatement funds established by Local Governments (“Local Abatement Funds”), and (iii) 5% to a County Incentive Fund described in **Section G** below.
3. Allocation of funds between Local Governments. The Local Abatement Funds shall be allocated to counties and municipalities in such proportions as set forth in **Exhibit G**, attached hereto and incorporated herein by reference, which is based upon the MDL Matter’s Opioid Negotiation Class Model. The proportions shall not change based on population changes during the term of the MOA. However, to the extent required by the terms of the National Settlement Agreement, the proportions set forth in **Exhibit G** shall be adjusted: (i) to provide no payment from the National Settlement Agreement to any listed county or municipality that does not participate in the National Settlement Agreement; and (ii) to provide a reduced payment from the National Settlement Agreement to any listed county or municipality that signs onto the National Settlement Agreement after the initial participation deadline.
4. Municipal allocations. Within counties and municipalities:

- a. Local Governments receiving payments. The proportions set forth in **Exhibit G** provide for payments directly to (i) all North Carolina counties, (ii) North Carolina municipalities with populations over 75,000 based on the United States Census Bureau's Vintage 2019 population totals, and (iii) North Carolina municipalities who are also MDL Parties as of January 1, 2021.
 - b. Municipality may direct payments to county. Any municipality allocated a share in **Exhibit G** may elect to have its share of current or future annual distributions of Local Abatement Funds instead directed to the county or counties in which it is located. Such an election may be made by January 1 each year to apply to the following fiscal year. If a municipality is located in more than one county, the municipality's funds will be directed based on the MDL Matter's Opioid Negotiation Class Model.
5. Use of funds for opioid remediation activities. This MOA requires that except as related to the payment of the Parties' litigation expenses and the reimbursement of the United States Government, all Opioid Settlement Funds, regardless of allocation, shall be utilized only for opioid remediation activities.
 6. Relationship of this MOA to other agreements and resolutions. All Parties acknowledge and agree the National Settlement Agreement will require a Local Government to release all its claims against the Settling Defendants to receive Opioid Settlement Funds. All Parties further acknowledge and agree based on the terms of the National Settlement Agreement, a Local Government may receive funds through this MOA only after complying with all requirements set forth in the National Settlement Agreement to release its claims. This MOA is not a promise from any Party that any National Settlement Agreement or Bankruptcy Resolution will be finalized or executed.

C. Payment of Litigating and Non-Litigating Parties

No Party engaged in litigating the MDL Matter shall receive a smaller payment than a similarly situated non-litigating Party, other than as based on the Allocation Proportions in **Exhibit G** or based on the eligibility criteria for payments from the County Incentive Fund as provided by **Section G** below.

D. Special Revenue Fund

1. Creation of special revenue fund. Every Local Government receiving Opioid Settlement Funds shall create a separate special revenue fund, as described below, that is designated for the receipt and expenditure of the Opioid Settlement Funds.
2. Procedures for special revenue fund. Funds in this special revenue fund shall not be commingled with any other money or funds of the Local Government. The funds in the

special revenue fund shall not be used for any loans or pledge of assets, unless the loan or pledge is for an opioid remediation purpose consistent with the terms of this MOA and adopted under the process described in **Section E.6** below. Although counties or municipalities may make contracts with or grants to a nonprofit, charity, or other entity, counties or municipalities may not assign to another entity their rights to receive payments from the national settlement or their responsibilities for funding decisions.

3. Interest earned on special revenue fund. The funds in the special revenue fund may be invested, consistent with the investment limitations for local governments, and may be placed in an interest-bearing bank account. Any interest earned on the special revenue fund must be used in a way that is consistent with this MOA.

E. Opioid Remediation Activities.

1. Limitation on use of funds. Local Governments shall expend Opioid Settlement Funds only for opioid-related expenditures consistent with the terms of this MOA and incurred after the date of the Local Government's execution of this MOA, unless execution of the National Settlement Agreement requires a later date.
2. Opportunity to cure inconsistent expenditures. If a Local Government spends any Opioid Settlement Funds on an expenditure inconsistent with the terms of this MOA, the Local Government shall have 60 days after discovery of the expenditure to cure the inconsistent expenditure through payment of such amount for opioid remediation activities through budget amendment or repayment.
3. Consequences of failure to cure inconsistent expenditures. If a Local Government does not make the cure required by **Section E.2** above within 60 days, (i) future Opioid Fund payments to that Local Government shall be reduced by an amount equal to the inconsistent expenditure, and (ii) to the extent the inconsistent expenditure is greater than the expected future stream of payments to the Local Government, the Attorney General may initiate a process up to and including litigation to recover and redistribute the overage among all eligible Local Governments. The Attorney General may recover any litigation expenses incurred to recover the funds. Any recovery or redistribution shall be distributed consistent with **Sections B.3 and B.4** above.
4. Annual meeting of counties and municipalities within each county. Each county receiving Opioid Settlement Funds shall hold at least one annual meeting with all municipalities in the Local Government's county invited in order to receive input as to proposed uses of the Opioid Settlement Funds and to encourage collaboration between local governments both within and beyond the county. These meetings shall be open to the public.
5. Use of settlement funds under Option A and Option B. Local Governments shall spend Opioid Settlement Funds from the Local Abatement Funds on opioid remediation activities using either or both of the processes described as Option A and Option B below, unless the relevant National Settlement Agreement or Bankruptcy Resolution further limit the spending.

- a. Option A.
- i. Without any additional strategic planning beyond the meeting described in **Section E.4** above, Local Governments may spend Opioid Settlement Funds from the list of High-Impact Opioid Abatement Strategies attached as **Exhibit A**. This list is a subset of the initial opioid remediation strategies listed in the National Settlement Agreement.
 - ii. **Exhibit A** may be modified as set forth in Exhibit D below; provided, however, that any strategy listed on **Exhibit A** must be within the list of opioid remediation activities for the then-current National Settlement Agreement. Opioid remediation activities undertaken under a previously authorized strategy list may continue if they were authorized at the time of the Local Government's commitment to spend funds on that activity.
- b. Option B.
- i. A Local Government that chooses to participate in additional voluntary, collaborative, strategic planning may spend Opioid Settlement Funds from the broader list of categories found in **Exhibit B**. This list contains all the initial opioid remediation strategies listed in the National Settlement Agreement.
 - ii. Before spending any funds on any activity listed in **Exhibit B**, but not listed on **Exhibit A**, a Local Government must first engage in the collaborative strategic planning process described in **Exhibit C**. This process shall result in a report and non-binding recommendations to the Local Government's Governing Body described in **Exhibit C** (right-hand column).
 - iii. A Local Government that has previously undertaken the collaborative strategic planning process described in **Exhibit C** and wishes to continue implementing a strategy listed in **Exhibit B**, but not listed in **Exhibit A**, shall undertake a new collaborative strategic planning process every four years (or more often if desired).
 - iv. A Local Government that has previously undertaken the collaborative strategic planning process described in **Exhibit C** that wishes to implement a new strategy listed in **Exhibit B** but not listed in **Exhibit A**, shall undertake a new collaborative strategic planning process.
 - v. Two or more Local Governments may undertake a single collaborative strategic planning process resulting in a report and recommendations to all of the Local Governments involved.

6. Process for drawing from special revenue funds.
 - a. Budget item or resolution required. Opioid Settlement Funds can be used for a purpose when the Governing Body includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for that purpose or those purposes during a specified period of time.
 - b. Budget item or resolution details. The budget or resolution should (i) indicate that it is an authorization for expenditure of opioid settlement funds; (ii) state the specific strategy or strategies the county or municipality intends to fund pursuant to Option A or Option B, using the item letter and/or number in **Exhibit A** or **Exhibit B** to identify each funded strategy, and (iii) state the amount dedicated to each strategy for a stated period of time.
7. Coordination group. A coordination group with the composition and responsibilities described in **Exhibit D** shall meet at least once a year during the first three years that this MOA is in effect. Thereafter, the coordination group shall meet at least once every three years until such time as Opioid Settlement Funds are no longer being spent by Local Governments.

F. Auditing, Compliance, Reporting, and Accountability

1. Audits under Local Government Budget and Fiscal Control Act. Local Governments' Opioid Settlement Funds are subject to financial audit by an independent certified public accountant in a manner no less than what is required under G.S. 159-34. Each Local Government must file an annual financial audit of the Opioid Settlement Funds with the Local Government Commission. If any such audit reveals an expenditure inconsistent with the terms of this MOA, the Local Government shall immediately report the finding to the Attorney General.
2. Audits under other acts and requirements. The expenditure of Opioid Settlement Funds is subject to the requirements of the Local Government Budget and Fiscal Control Act, Chapter 159 of the North Carolina General Statutes; Local Government Commission rules; the Federal Single Audit Act of 1984 (as if the Opioid Settlement Funds were federal funds); the State Single Audit Implementation Act; Generally Accepted Government Auditing Standards; and all other applicable laws, rules, and accounting standards. For expenditures for which no compliance audit is required under the Federal Single Audit Act of 1984, a compliance audit shall be required under a compliance supplement approved by the coordination group.
3. Audit costs. Reasonable audit costs that would not be required except for this Section F may be paid by the Local Government from Opioid Settlement Funds..
4. Access to persons and records. During and after the term of this MOA, the State Auditor and Department of Justice shall have access to persons and records related to this MOA and expenditures of Opioid Settlement Funds to verify accounts and data affecting fees or

performance. The Local Government manager/administrator is the point of contact for questions that arise under this MOA.

5. Preservation of records. The Local Government must maintain, for a period of at least five years, records of Opioid Settlement Fund expenditures and documents underlying those expenditures, so that it can be verified that funds are being or have been utilized in a manner consistent with the National Settlement Agreement, any Bankruptcy Resolutions, and this MOA.
6. Reporting.
 - a. Annual financial report required. In order to ensure compliance with the opioid remediation provisions of the National Settlement Agreement, any Bankruptcy Resolutions, and this MOA, for every fiscal year in which a Local Government receives, holds, or spends Opioid Settlement Funds, the county or municipality must submit an annual financial report specifying the activities and amounts it has funded.
 - b. Annual financial report timing and contents. The annual financial report shall be provided to the North Carolina Attorney General by emailing the report to opioiddocs@ncdoj.gov, within 90 days of the last day of the state fiscal year covered by the report. Each annual financial report must include the information described on **Exhibit E**.
 - c. Reporting to statewide opioid settlement dashboard. Each Local Government must provide the following information to the statewide opioid settlement dashboard within the stated timeframes:
 - i. The budget or resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for a specific purpose or purposes during a specified period of time as described in **Section E.6.b** above (within 90 days of the passage of any such budget or resolution);
 - ii. If the Local Government is using Option B, the report(s) and non-binding recommendations from collaborative strategic planning described in **Section E.5.b.ii** above and **Exhibit C** (right hand column) (within 90 days of the date the report and recommendations are submitted to the local governing body for consideration);
 - iii. The annual financial reports described in Section F.6.a and **Exhibit E** (within 90 days of the end of the fiscal year covered by the report); and
 - iv. The impact information described in **Exhibit F** (within 90 days of the end of the fiscal year covered by the report).

The State will create an online portal with instructions for Local Governments to report or upload each of these four items by electronic means.

- d. Copy to NCDOJ of any additional reporting. If the National Settlement Agreement or any Bankruptcy Resolutions require that a Local Government file, post, or provide a report or other document beyond those described in this MOA, or if any Local Government communicates in writing with any national administrator or other entity created or authorized by the National Settlement Agreement or any Bankruptcy Resolutions regarding the Local Government's compliance with the National Settlement Agreement or Bankruptcy Resolutions, the Local Government shall email a copy of any such report, document, or communication to the North Carolina Department of Justice at opioiddocs@ncdoj.gov.
 - e. Compliance and non-compliance.
 - i. Every Local Government shall make a good faith effort to comply with all of its reporting obligations under this MOA, including the obligations described in **Section F.6.c** above.
 - ii. A Local Government that engages in a good faith effort to comply with its reporting obligations under **Section F.6.c** but fails in some way to report information in an accurate, timely, or complete manner shall be given an opportunity to remedy this failure within a reasonable time.
 - iii. A Local Government that does not engage in a good faith effort to comply with its reporting obligations under this MOA, or that fails to remedy reporting issues within a reasonable time, may be subject to action for breach of contract.
 - iv. Notwithstanding anything to the contrary herein, a Local Government that is in substantial compliance with the reporting obligations in this MOA shall not be considered in breach of this MOA or in breach of contract.
7. Collaboration. The State and Local Governments must collaborate to promote effective use of Opioid Settlement Funds, including through the sharing of expertise, training, technical assistance. They will also coordinate with trusted partners to collect and share information about successful regional and other high-impact strategies and opioid treatment programs.

G. County Incentive Fund

A Local Government receiving Settlement Proceeds pursuant to **Section B.4.a** shall be an Incentive Eligible Local Government if every municipality in the Local Government's county with population of at least 30,000 has executed this MOA by October 1, 2021, but no later than any such deadline set in the National Settlement Agreement for the highest possible participation in incentive structures for North Carolina. Each Incentive Eligible Local Government shall receive a share of the 5% County Incentive Fund set forth in **Section B.2.iii**, distributed pro rata among only Incentive Eligible Local Governments as set forth in **Exhibit G**. For purposes of the calculations required by this Section, populations will be based on United States Census Bureau's Vintage 2019 population totals, and a municipality with populations in multiple counties will be counted only toward the county which has the largest share of that municipality's population.

H. Effectiveness

1. When MOA takes effect. This MOA shall become effective at the time a sufficient number of Local Governments have joined the MOA to qualify this MOA as a State-Subdivision Agreement under the National Settlement Agreement or any Bankruptcy Resolution. If this MOA does not thereby qualify as a State-Subdivision Agreement, this MOA will have no effect.
2. Amendments to MOA.
 - a. Amendments to conform to final national documents. The Attorney General, with the consent of a majority vote from a group of Local Government attorneys appointed by the Association of County Commissioners, may initiate a process to amend this MOA to make any changes required by the final provisions of the National Settlement Agreement or any Bankruptcy Resolution. The Attorney General's Office will provide written notice of the necessary amendments to all the previously joining parties. Any previously joining party will have a two-week opportunity to withdraw from the MOA. The amendments will be effective to any party that does not withdraw.
 - b. Coordination group. The coordination group may make the changes authorized in **Exhibit D**.
 - c. No amendments to allocation between Local Governments. Notwithstanding any other provision of this MOA, the allocation proportions set forth in **Exhibit G** may not be amended.
 - d. General amendment power. After execution, the coordination group may propose other amendments to the MOA, subject to the limitation in **Section H.2.c** above. Such amendments will take effect only if approved in writing by the Attorney General and at least two-thirds of the Local Governments who are Parties to this MOA. In the vote, each Local Government Party will have a number of votes measured by the allocation proportions set forth in **Exhibit G**.
3. Acknowledgement. The Parties acknowledge that this MOA is an effective and fair way to address the needs arising from the public health crisis due to the misconduct committed by the Pharmaceutical Supply Chain Participants.
4. When MOA is no longer in effect. This MOA is effective until one year after the last date on which any Opioid Settlement Funds are being spent by Local Governments pursuant to the National Settlement Agreement and any Bankruptcy Resolution.
5. Application of MOA to settlements and bankruptcy resolutions. This MOA applies to all settlements under the National Settlement Agreement with the Settling Defendants and any Bankruptcy Resolutions. The Parties agree to discuss the use, as the Parties may deem appropriate in the future, of the settlement terms set out herein (after any necessary

amendments) for resolutions with Pharmaceutical Supply Chain Participants not covered by the National Settlement Agreement or a Bankruptcy Resolution.

6. Applicable law and venue. Unless required otherwise by the National Settlement Agreement or a Bankruptcy Resolution, this MOA shall be interpreted using North Carolina law and any action related to the provisions of this MOA must be adjudicated by the Superior Court of Wake County. If any provision of this MOA is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision which can be given effect without the invalid provision.
7. Scope of MOA. The Parties acknowledge that this MOA does not excuse any requirements placed upon them by the terms of the National Settlement Agreement or any Bankruptcy Resolution, except to the extent those terms allow for a State-Subdivision Agreement to do so.
8. No third party beneficiaries. No person or entity is intended to be a third party beneficiary of this MOA.
9. No effect on authority of parties. Nothing in this MOA shall be construed to affect or constrain the authority of the Parties under law.
10. Signing and execution of MOA. This MOA may be signed and executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A signature transmitted by facsimile or electronic image shall be deemed an original signature for purposes of executing this MOA. Each person signing this MOA represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this MOA, and that all necessary approvals and conditions precedent to his or her execution have been satisfied.

(Signature pages follow.)

Signature pages will be structured as one page for the State of North Carolina,
followed by separate signature pages for each county.

These signature pages will also include blanks for the county's municipalities.

To avoid having 101 signature pages in the middle of this file,
the signature pages are in a separate document.

**EXHIBIT A TO NC MOA:
HIGH-IMPACT OPIOID ABATEMENT STRATEGIES (“OPTION A” List)**

In keeping with the National Settlement Agreement, opioid settlement funds may support programs or services listed below that serve persons with Opioid Use Disorder (OUD) or any co-occurring Substance Use Disorder (SUD) or mental health condition.

As used in this list, the words “fund” and “support” are used interchangeably and mean to create, expand, or sustain a program, service, or activity.

1. **Collaborative strategic planning.** Support collaborative strategic planning to address opioid misuse, addiction, overdose, or related issues, including staff support, facilitation services, or any activity or combination of activities listed in Exhibit C to the MOA (collaborative strategic planning).
2. **Evidence-based addiction treatment.** Support evidence-based addiction treatment consistent with the American Society of Addiction Medicine’s national practice guidelines for the treatment of opioid use disorder – including Medication-Assisted Treatment (MAT) with any medication approved for this purpose by the U.S. Food and Drug Administration – through Opioid Treatment Programs, qualified providers of Office-Based Opioid Treatment, Federally Qualified Health Centers, treatment offered in conjunction with justice system programs, or other community-based programs offering evidence-based addiction treatment. This may include capital expenditures for facilities that offer evidence-based treatment for OUD. (If only a portion of a facility offers such treatment, then only that portion qualifies for funding, on a pro rata basis.)
3. **Recovery support services.** Fund evidence-based recovery support services, including peer support specialists or care navigators based in local health departments, social service offices, detention facilities, community-based organizations, or other settings that support people in treatment or recovery, or people who use drugs, in accessing addiction treatment, recovery support, harm reduction services, primary healthcare, or other services or supports they need to improve their health or well-being.
4. **Recovery housing support.** Fund programs offering recovery housing support to people in treatment or recovery, or people who use drugs, such as assistance with rent, move-in deposits, or utilities; or fund recovery housing programs that provide housing to individuals receiving Medication-Assisted Treatment for opioid use disorder.
5. **Employment-related services.** Fund programs offering employment support services to people in treatment or recovery, or people who use drugs, such as job training, job skills, job placement, interview coaching, resume review, professional attire, relevant courses at community colleges or vocational schools, transportation services or transportation vouchers to facilitate any of these activities, or similar services or supports.
6. **Early intervention.** Fund programs, services, or training to encourage early identification and intervention for children or adolescents who may be struggling with problematic use of drugs or mental health conditions, including Youth Mental Health

First Aid, peer-based programs, or similar approaches. Training programs may target parents, family members, caregivers, teachers, school staff, peers, neighbors, health or human services professionals, or others in contact with children or adolescents.

7. **Naloxone distribution.** Support programs or organizations that distribute naloxone to persons at risk of overdose or their social networks, such as Syringe Service Programs, post-overdose response teams, programs that provide naloxone to persons upon release from jail or prison, emergency medical service providers or hospital emergency departments that provide naloxone to persons at risk of overdose, or community-based organizations that provide services to people who use drugs. Programs or organizations involved in community distribution of naloxone may, in addition, provide naloxone to first responders.
8. **Post-overdose response team.** Support post-overdose response teams that connect persons who have experienced non-fatal drug overdoses to addiction treatment, recovery support, harm reduction services, primary healthcare, or other services or supports they need to improve their health or well-being.
9. **Syringe Service Program.** Support Syringe Service Programs operated by any governmental or nongovernmental organization authorized by section 90-113.27 of the North Carolina General Statutes that provide syringes, naloxone, or other harm reduction supplies; that dispose of used syringes; that connect clients to prevention, treatment, recovery support, behavioral healthcare, primary healthcare, or other services or supports they need; or that provide any of these services or supports.
10. **Criminal justice diversion programs.** Support pre-arrest or post-arrest diversion programs, or pre-trial service programs, that connect individuals involved or at risk of becoming involved in the criminal justice system to addiction treatment, recovery support, harm reduction services, primary healthcare, prevention, or other services or supports they need, or that provide any of these services or supports.
11. **Addiction treatment for incarcerated persons.** Support evidence-based addiction treatment, including Medication-Assisted Treatment with at least one FDA-approved opioid agonist, to persons who are incarcerated in jail or prison.
12. **Reentry Programs.** Support programs that connect incarcerated persons to addiction treatment, recovery support, harm reduction services, primary healthcare, or other services or supports they need upon release from jail or prison, or that provide any of these services or supports.

EXHIBIT B TO NC MOA:

Additional Opioid Remediation Activities (“OPTION B” List)

This list shall be automatically updated to match the list of approved strategies in the most recent National Settlement Agreement.

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:¹

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

¹ As used in this Exhibit B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
14. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)**

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice

system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison, have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.
5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
 - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increase electronic prescribing to prevent diversion or forgery.
8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Fund community anti-drug coalitions that engage in drug prevention efforts.
6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
7. Engage non-profits and faith-based communities as systems to support prevention.
8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities that provide free naloxone to anyone in the community.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H of this Exhibit relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to share reports, recommendations, or plans to spend Opioid Settlement Funds; to show how Opioid Settlement Funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

**EXHIBIT C to NC MOA:
COLLABORATIVE STRATEGIC PLANNING PROCESS UNDER OPTION B**

	ACTIVITY NAME	ACTIVITY DETAIL	CONTENT OF REPORT & RECOMMENDATIONS
A	Engage diverse stakeholders	Engage diverse stakeholders, per "ITEM A DETAIL" below, throughout the collaborative strategic planning process	Report on stakeholder engagement per "ITEM A DETAIL" below
B	Designate facilitator	Designate a person or entity to facilitate the strategic collaborative planning process. Consider a trained, neutral facilitator.	Identify the facilitator
C	Build upon any related planning	Build upon or coordinate with prior or concurrent planning efforts that address addiction, drug misuse, overdose, or related issues, including but not limited to community health assessments.	Report any related planning efforts you will build upon or coordinate with
D	Agree on shared vision	Agree on a shared vision for positive community change, considering how strategic investments of Opioid Settlement Funds have the potential to improve community health and well-being and address root causes of addiction, drug misuse, overdose, and related issues	Report on shared vision for positive community change
E	Identify key indicator(s)	Identify one or more population-level measures to monitor in order to gauge progress towards the shared vision. (The NC Opioid Action Plan Data Dashboard contains several such measures.)	Report on the key indicators selected
F	Identify and explore root causes	Explore root causes of addiction, drug misuse, overdose, and related issues in the community, using quantitative data as well as stakeholder narratives, community voices, the stories of those with lived experience, or similar qualitative information	Report on root causes as described
G	Identify and evaluate potential strategies	Identify potential strategies to address root causes or other aspects of the opioid epidemic; identify these strategies (by letter or number) on EXHIBIT A or EXHIBIT B, and consider the effectiveness of each strategy based on available evidence	Identify and evaluate potential strategies
H	Identify gaps in existing efforts	For each potential strategy identified (or for favored strategies), survey existing programs, services, or supports that address the same or similar issues; and identify gaps or shortcomings	Report on survey of and gaps in existing efforts
I	Prioritize strategies	Prioritize strategies, taking into account your shared vision, analysis of root causes, evaluation of each strategy, and analysis of gaps in existing efforts	Report on prioritization of strategies
J	Identify goals, measures, and evaluation plan	For each strategy (or favored strategy), develop goals and an evaluation plan that includes at least one process measure (How much did you do?), at least one quality measure (How well did you do it?), and at least one outcome measure (Is anyone better off?)	Report on goals, measures, and evaluation plan for each chosen strategy
K	Consider ways to align strategies	For each potential strategy identified (or for favored strategies), consider opportunities to braid Opioid Settlement Funds with other funding streams; develop regional solutions; form strategic partnerships; or to pursue other creative solutions	Report on opportunities to align strategies as described
L	Identify organizations	Identify organizations and agencies with responsibility to implement each strategy; and identify the human, material, and capital resources to implement each strategy	Identify organizations and needs to implement each strategy

M	Develop budgets and timelines	Develop a detailed global budget for each strategy with anticipated expenditures, along with timelines for completing components of each strategy	Report budgets and timelines for each strategy
N	Offer recommendations	Offer recommendations to local governing body (e.g., the county board, city council, or other local governing body)	Report recommendations to governing body

ITEM A DETAIL: STAKEHOLDER INVOLVEMENT

	STAKE-HOLDERS	DESCRIPTION	CONTENT OF REPORT & RECOMMENDATIONS
A-1	Local officials	County and municipal officials, such as those with responsibility over public health, social services, and emergency services	Report stakeholder involvement (who and how involved in process)
A-2	Healthcare providers	Hospitals and health systems, addiction professionals and other providers of behavioral health services, medical professionals, pharmacists, community health centers, medical safety net providers, and other healthcare providers	same as above
A-3	Social service providers	Providers of human services, social services, housing services, and community health services such as harm reduction, peer support, and recovery support services	same
A-4	Education and employment service providers	Educators, such as representatives of K-12 schools, community colleges, and universities; and those providing vocational education, job skills training, or related employment services	same
A-5	Payers and funders	Health care payers and funders, such as managed care organizations, prepaid health plans, LME-MCOs, private insurers, and foundations	same
A-6	Law enforcement	Law enforcement and corrections officials	same
A-7	Employers	Employers and business leaders	same
A-8	Community groups	Community groups, such as faith communities, community coalitions that address drug misuse, groups supporting people in recovery, youth leadership organizations, and grassroots community organizations	same
A-9	Stakeholders with "lived experience"	Stakeholders with "lived experience," such as people with addiction, people who use drugs, people in medication-assisted or other treatment, people in recovery, people with criminal justice involvement, and family members or loved ones of the individuals just listed	same
A-10	Stakeholders reflecting diversity of community	Stakeholders who represent the racial, ethnic, economic, and cultural diversity of the community, such as people of color, Native Americans, members of the LGBTQ community, and members of traditionally unrepresented or underrepresented groups	same

EXHIBIT D TO NC MOA: COORDINATION GROUP

COMPOSITION

The Coordination Group shall consist of the following twelve members:

Five Local Government Representatives

- Four appointed by the North Carolina Association of County Commissioners including:
 - One county commissioner
 - One county manager
 - One county attorney
 - One county local health director or consolidated human services director
- One municipal manager appointed by the North Carolina League of Municipalities

Four Experts Appointed by the Department of Health and Human Services

- Four appointed by the Secretary of the Department of Health and Human Services, having relevant experience or expertise with programs or policies to address the opioid epidemic, or with behavioral health, public health, health care, harm reduction, social services, or emergency services.

One Expert Appointed by the Attorney General

- One appointed by the Attorney General of North Carolina from the North Carolina Department of Justice or another state agency, having drug policy or behavioral health experience or expertise.

Two Experts Appointed by Legislative Leaders

- One representative from the University of North Carolina School of Government with relevant expertise appointed by the Speaker of the North Carolina House of Representatives.
- One representative from the board or staff of the North Carolina Institute of Medicine with relevant expertise appointed by the President Pro Tem of the North Carolina Senate.

The coordination group may appoint a non-voting administrator to convene meetings and facilitate the work of the coordination group. The administrator will not be paid from the Opioid Settlement Funds distributed under this MOA.

Appointees shall have relevant experience or expertise with programs or policies to address the opioid epidemic, behavioral health, public health, health care, social services, emergency services, harm reduction, management of local government, or other relevant areas.

Those responsible for making appointments to the coordination group are encouraged to appoint individuals who reflect the diversity of North Carolina, taking into consideration the need for geographic diversity; urban and rural perspectives; representation of people of color and

traditionally underrepresented groups; and the experience and perspective of persons with “lived experience.” Those responsible for making appointments may appoint a successor or replace a member at any time. Members of the coordination group serve until they resign or are replaced by the appointer. Eight members of the coordination group constitutes a quorum.

RESPONSIBILITIES

- a. As provided in **Section F.2** of the MOA, where no compliance audit would be required under the Federal Single Audit Act of 1984 for expenditures of Opioid Settlement Funds, a compliance audit shall be required under a compliance supplement established by a vote of at least 8 members of the coordination group. The compliance supplement shall address, at least, procedures for determining:
 - i. Whether the Local Government followed the procedural requirements of the MOA in ordering the expenditures.
 - ii. Whether the Local Government’s expenditures matched one of the types of opioid-related expenditures listed in **Exhibit A** of the MOA (if the Local Government selected Option A) or **Exhibit B** of the MOA (if the Local Government selected Option B).
 - iii. Whether the Local Government followed the reporting requirements in the MOA.
 - iv. Whether the Local Government (or sub-recipient of any grant or loan, if applicable) utilized the awarded funds for their stated purpose, consistent with this MOA and other relevant standards.
 - v. Which processes (such as sampling) shall be used:
 - i. To keep the costs of the audit at reasonable levels; and
 - ii. Tailor audit requirements for differing levels of expenditures among different counties.
- b. The coordination group may, by a vote of at least 8 members, propose amendments to the MOA as discussed in **Section H** of the MOA or modify any of the following:
 - i. The high-impact strategies discussed in **Section E.5** of the MOA and described in **Exhibit A** to the MOA;
 - ii. The collaborative strategic planning process discussed in **Section E.5** of the MOA and described in **Exhibit C** to the MOA;
 - iii. The annual financial report discussed in **Section F.4** of the MOA and described in **Exhibit E** to the MOA;
 - iv. The impact information discussed in **Section F.4** of the MOA and described in **Exhibit F** to the MOA; or
 - v. Other information reported to the statewide opioid dashboard.

- c. The coordination group may, by consensus or by vote of a majority of members present and voting, work with the parties to this MOA, the North Carolina Association of County Commissioners, the North Carolina League of Municipalities, other associations, foundations, non-profits, and other government or nongovernment entities to provide support to Local Governments in their efforts to effectuate the goals and implement the terms of this MOA. Among other activities, the coordination group may coordinate, facilitate, support, or participate in any of the following activities:
 - i. Providing assistance to Local Governments in identifying, locating, collecting, analyzing, or reporting data used to help address the opioid epidemic or related challenges, including data referred to in **Exhibit F**;
 - ii. Developing resources or providing training or technical assistance to support Local Governments in addressing the opioid epidemic and carrying out the terms of this MOA;
 - iii. Developing pilot programs, trained facilitators, or other resources to support the collaborative strategic planning process described in this MOA;
 - iv. Developing and implementing a voluntary learning collaborative among Local Governments and others to share best practices in carrying out the terms of this MOA and addressing the opioid epidemic, including in-person or virtual convenings or connections;
 - v. Developing voluntary leadership training programs for local officials on strategies to address the opioid epidemic, opportunities for Local Governments to harness the ongoing transition to value-based healthcare, and other relevant topics;
 - vi. Taking other actions that support Local Governments in their efforts to effectuate the goals and implement the terms of this MOA but do not in any way change the terms of this MOA or the rights or obligations of parties to this MOA.

**EXHIBIT E TO NC MOA:
ANNUAL FINANCIAL REPORT**

Each annual financial report must include the following financial information:

1. The amount of Opioid Settlement Funds in the special revenue fund at the beginning of the fiscal year (July 1).
2. The amount of Opioid Settlement Funds received during the fiscal year.
3. The amount of Opioid Settlement Funds disbursed or applied during the fiscal year, broken down by funded strategy (with any permissible common costs prorated among strategies).
4. The amount of Opioid Settlement Funds used to cover audit costs as provided in Section F.3 of this MOA.
5. The amount of Opioid Settlement Funds in the special revenue fund at the end of the fiscal year (June 30).

All Local Governments that receive two-tenths of one percent (0.2 percent) or more of the total Local Government Allocation as listed in **Exhibit G** shall provide the following additional information:

6. For all Opioid Settlement Funds disbursed or applied during the fiscal year as reported in item 3 above, a single breakdown of the total amount disbursed or applied for all funded strategies during the fiscal year into the following categories:
 - a. Human resource expenditures.
 - b. Subcontracts, grants, or other payments to sub-recipients involved in implementing of the funded strategies listed item 4 above.
 - c. Operational expenditures.
 - d. Capital expenditures.
 - e. Other expenditures.
7. With respect to item 6.b above, the Local Government shall provide the following information for any sub-recipient that receives ten percent or more of the total amount that the Local Government disbursed or applied during the fiscal year:
 - a. The name of the sub-recipient.
 - b. The amount received by the sub-recipient during the fiscal year.
 - c. A very brief description of the goods, services, or other value provided by the sub-recipient (for example, “addiction treatment services” or “peer-support services” or “syringe service program” or “naloxone purchase”).

The coordination group may clarify or modify specifications for this annual financial report as provided in Exhibit D.

EXHIBIT F TO NC MOA: IMPACT INFORMATION

Within 90 days of the end of any fiscal year in which a Local Government expends Opioid Settlement Funds, the Local Government shall report impact information for each strategy that it funded with Opioid Settlement Funds during that fiscal year (“funded strategy”), using the STANDARD FORM or the SHORT FORM for each funded strategy.

The STANDARD FORM is recommended to all Local Governments for all funded strategies. However, Local Governments may use the SHORT FORM as follows:

- All Local Governments that receive less than 0.2 percent (two-tenths of one percent) of the total Local Government Allocation as shown on **Exhibit G** may use the SHORT FORM for all funded strategies.
- All Local Governments that receive 0.2 percent (two-tenths of one percent) or more but less than 0.3 percent (three-tenths of one percent) of the total Local Government Allocation as shown on **Exhibit G** must use the STANDARD FORM for the funded strategy that received the largest amount of settlement funds during the fiscal year and may use the SHORT FORM for all other funded strategies.
- All Local Governments that receive 0.3 percent (three-tenths of one percent) or more but less than 0.4 percent (four-tenths of one percent) of the total Local Government Allocation as shown on **Exhibit G** must use the STANDARD FORM for the two funded strategies that received the largest amount of settlement funds during the fiscal year and may use the SHORT FORM for all other funded strategies.

STANDARD FORM

1. County or municipality and fiscal year covered by this report.
2. Name, title, and organization of person completing this report.
3. Name of funded strategy, letter and/or number of funded strategy on **Exhibit A** or **Exhibit B** to the MOA, and number and date of resolution(s) authorizing expenditure of settlement funds on funded strategy.
4. **Brief progress report** describing the funded strategy and progress made during the fiscal year. Recommended length: approximately one page (250 words).
5. **Brief success story** from a person who has benefitted from the strategy (de-identified unless the person has agreed in writing to be identified). Recommended length: approximately one page (250 words).
6. **One or more process measures**, addressing the question, “How much did you do?”
Examples: number of persons enrolled, treated, or served; number of participants trained; units of naloxone or number of syringes distributed.
7. **One or more quality measures**, addressing the question, “How well did you do it?”
Examples: percentage of clients referred to care or engaged in care; percentage of staff with

certification, qualification, or lived experience; level of client or participant satisfaction shown in survey data.

8. **One or more outcome measures**, addressing the question, “Is anyone better off?”
Examples: number or percentage of clients with stable housing or employment; self-reported measures of client recovery capital, such as overall well-being, healthy relationships, or ability to manage affairs; number or percentage of formerly incarcerated clients receiving community services or supports within X days of leaving jail or prison.
9. In connection with items 6, 7, and 8 above, **demographic information** on the participation or performance of people of color and other historically marginalized groups.

The State will provide counties and municipalities with recommended measures and sources of data for common opioid remediation strategies such as those listed in **Exhibit A**.

Counties or municipalities that have engaged in collaborative strategic planning are encouraged to use the measures for items 6 through 8 above identified through that process.

SHORT FORM

1. County or municipality and fiscal year covered by this report.
2. Name, title, and organization of person completing this report.
3. Name of funded strategy, letter and/or number of funded strategy on **Exhibit A** or **Exhibit B** to the MOA, and number and date of resolution(s) authorizing expenditure of settlement funds on strategy.
4. **Brief progress report** describing the funded strategy and progress made on the funded strategy during the fiscal year. Recommended length: approximately one-half to one page (125-250 words).

**EXHIBIT G TO NC MOA:
LOCAL GOVERNMENT ALLOCATION PROPORTIONS**

Counties:

Alamance	1.378028967612490%
Alexander	0.510007879580514%
Alleghany	0.149090598929352%
Anson	0.182192960366522%
Ashe	0.338639188321974%
Avery	0.265996766935006%
Beaufort	0.477888434887858%
Bertie	0.139468575095652%
Bladen	0.429217809476617%
Brunswick	2.113238507591200%
Buncombe	2.511587857322730%
Burke	2.090196827047270%
Cabarrus	1.669573446626000%
Caldwell	1.276301146194650%
Camden	0.073036400412663%
Carteret	1.128465593852300%
Caswell	0.172920237524674%
Catawba	2.072695222699690%
Chatham	0.449814383077585%
Cherokee	0.782759152904478%
Chowan	0.113705596126821%
Clay	0.224429948904576%
Cleveland	1.119928027749120%
Columbus	1.220936938986050%
Craven	1.336860190247190%
Cumberland	2.637299659634610%
Currituck	0.186778551294444%
Dare	0.533126731273811%
Davidson	1.940269530393250%
Davie	0.513147526867745%
Duplin	0.382785147396895%
Durham	1.797994362444460%
Edgecombe	0.417101939026669%
Forsyth	3.068450809484740%
Franklin	0.500503643290578%
Gaston	3.098173886907710%
Gates	0.079567516632414%
Graham	0.183484561708488%
Granville	0.590103409340146%

Greene	0.123274818647799%
Guilford	3.375015231147900%
Halifax	0.453161173976264%
Harnett	0.988980772198890%
Haywood	0.803315110111045%
Henderson	1.381595087040930%
Hertford	0.206843050128754%
Hoke	0.332485804570157%
Hyde	0.027237354085603%
Iredell	2.115931374540020%
Jackson	0.507757731330674%
Johnston	1.250887468217670%
Jones	0.087966986994631%
Lee	0.653115683614534%
Lenoir	0.604282592625687%
Lincoln	0.926833627125253%
Macon	0.466767666100745%
Madison	0.237776496104888%
Martin	0.232882220579515%
McDowell	0.587544576492856%
Mecklenburg	5.038301259920550%
Mitchell	0.309314151564137%
Montgomery	0.226050543041193%
Moore	0.971739112775481%
Nash	0.845653639635102%
New Hanover	2.897264892001010%
Northampton	0.120996238921878%
Onslow	1.644001364710850%
Orange	1.055839419023090%
Pamlico	0.119936151028001%
Pasquotank	0.374816210815334%
Pender	0.585749331860312%
Perquimans	0.111833180344914%
Person	0.403024296727131%
Pitt	1.369008066415930%
Polk	0.266142985954851%
Randolph	1.525433986174180%
Richmond	0.749132839979529%
Robeson	1.359735343574080%
Rockingham	1.365368837477560%
Rowan	2.335219287913370%
Rutherford	0.928941617994687%
Sampson	0.619513740526226%
Scotland	0.449148274209402%

Stanly	0.724974208589555%
Stokes	0.623953112434303%
Surry	1.410826706091650%
Swain	0.281162928604502%
Transylvania	0.497595509451435%
Tyrrell	0.041440907207785%
Union	1.466702679869700%
Vance	0.536258255282162%
Wake	4.902455667205510%
Warren	0.106390583495122%
Washington	0.074770720453604%
Watauga	0.469675799939888%
Wayne	0.970699333078804%
Wilkes	1.997177160589100%
Wilson	0.646470841490459%
Yadkin	0.562147145073638%
Yancey	0.382114976889272%

Municipalities:

Asheville	0.235814724255298%
Canton	0.011453823221205%
Cary	0.144151645370137%
Charlotte	1.247483814366830%
Concord	0.227455870287483%
Durham	0.380405026684971%
Fayetteville	0.309769055181433%
Gastonia	0.257763823789835%
Greensboro	0.527391696384329%
Greenville	0.162656474659432%
Henderson	0.032253478794181%
Hickory	0.094875835682315%
High Point	0.206428762905859%
Jacksonville	0.095009869783840%
Raleigh	0.566724612722679%
Wilmington	0.119497493968465%
Winston-Salem	0.494459923803644%

**MEMORANDUM OF AGREEMENT
BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS
ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION**

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

SIGNATURE PAGE FOR THE STATE OF NORTH CAROLINA

THE STATE OF NORTH CAROLINA

By: _____
Name: Joshua H. Stein
Title: Attorney General
Date: _____

**MEMORANDUM OF AGREEMENT
BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS
ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION**

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Memorandum of Agreement under seal as of the date hereof.

SIGNATURE PAGE FOR SAMPSON COUNTY AND ITS MUNICIPALITIES

County Government

SAMPSON COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Municipal Governments

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 3 (e)

Meeting Date: September 13, 2021	<input type="checkbox"/> Information Only <input type="checkbox"/> Report/Presentation <input checked="" type="checkbox"/> Action Item <input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Public Comment <input type="checkbox"/> Closed Session <input type="checkbox"/> Planning/Zoning <input type="checkbox"/> Water District Issue
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SUBJECT: Allocation of American Rescue Plan (ARP) Funding

DEPARTMENT: Administration/Finance

PUBLIC HEARING: No

CONTACT PERSON(S): Edwin W. Causey, County Manager

PURPOSE: To consider a proposed funding plan for use of American Rescue Plan (ARP) Funding

ATTACHMENTS: Public Works Memo

BACKGROUND:

Signed into law on March 11, 2021, the American Rescue Plan (ARP) allocates \$1.9 trillion to COVID-19 relief and economic recovery. Cities and towns in North Carolina will directly receive more than \$1.3 billion. Sampson County is slated to receive \$12,340,152. The US Treasury issues the official guidance on allowable uses for ARP funds by local governments, and generally these are: respond to the COVID-19 emergency and address its economic effects, provide premium pay to essential employees or grants to their employers, provide government services affected by a revenue reduction resulting from COVID-19, and make investments in water, sewer, and broadband infrastructure.

Our goal is to utilize our funding for those projects which provide long-term benefits to the County. We are proposing a general funding plan as follows, understanding the allocation of funding would be contingent upon the final rules promulgated by the US Treasury Department.

\$ 8,000,000	Water Infrastructure
\$ 2,000,000	Broadband
\$ 750,000	Employee Bonuses
\$ 1,590,152	Contingency/Future Expenses

If the Board concurs with the proposed funding plan, Public Works Director Lin Reynolds has requested authorization to begin development of certain priority projects, as noted in the attached correspondence. Any other projects utilizing ARP funds will come back to the Board for specific approval.

RECOMMENDED ACTION OR MOTION:

Approve recommended ARP funding plan and authorize Public Works to begin development of specified projects

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: LINWOOD REYNOLDS, PE, PUBLIC WORKS DIRECTOR
SUBJECT: PROPOSED ARP FUNDING PROJECTS
DATE: 8/31/2021
CC:

As the Board of Commissioners considers approval of the general funding plan for use of the American Recovery Act funding as recommended by the County Manager, Public Works requests authorization to begin development of the following projects:

Overhead tank near Spivey's Corner	Booster Pump
Keener Well	South McCullen Rd
Gov Moore Road	Lakewood School Rd
Bubba Gump Lane	NC 242 from Lakewood to NC 24
NC 24 Loop around Roseboro	Overhead tank near

We also request that we utilize Dewberry for the engineering relative to these projects. We further understand that all the proposed projects are contingent upon several factors as listed:

- 1) That we want to utilize any available other State or Federal money available in developing these projects
- 2) County Staff will need to confirm that the final rules for ARP funding have been finalized before we fully proceed with plan development
- 3) We understand that the BOC will need to approve any other potential projects planned for the development with this funding.

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 3 (f)

Meeting Date: September 13, 2021	<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
	<input type="checkbox"/>		<input type="checkbox"/>	

SUBJECT: Authorization for Market Study of Position Classifications for Certain Departments

DEPARTMENT: Administration

PUBLIC HEARING: No

CONTACT PERSON(S): Edwin W. Causey, County Manager

PURPOSE: To request authorization to negotiate a contract not to exceed \$15,000 for a market study of certain position classifications

ATTACHMENTS: Budget Amendment

BACKGROUND:

There is often a need to reassess the position classifications and salary structures of departments with turnover or recruitment challenges, such as our law enforcement and Detention Center positions. We are also committed to creating the most efficient structure for our emergency services. Therefore, we are requesting authorization to negotiate a consultant contract to conduct a market study our Sheriff's Department, Detention Center and Emergency Services positions.

RECOMMENDED ACTION OR MOTION:

Authorize staff to negotiate a consultant contract not to exceed \$15,000 for a market study of the position classifications in the Sheriff's Department, Detention Center and Emergency Services

**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 2021-2022

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

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11141250-544000	Contract services	15,000.00	
11999000-509700	Contingency		15,000.00

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
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2. Reason(s) for the above request is/are as follows:

To budget funds to compete a market study on positions in the Detention Center, Sheriff's Department, Emergency Management, Communications, and Emergency Medical Services.

David K. Clack

(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

David K. Clack

(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____

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

(County Manager & Budget Officer)

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 3 (g)

Meeting Date: September 13, 2021	<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

Juvenile Crime Prevention Council (JCPC)

The Juvenile Crime Prevention Council has voted unanimously to recommend the appointment of Dulce Banos, Clinton Police Department; Tiffany Faircloth, Juvenile Court Counselor; Charlotte Leach, Triangle South Workforce Development Board; and Angela Nicholson, Harnett County Workforce Development to the Juvenile Crime Prevention Council.

Sampson County
Juvenile Crime Prevention Council
406 County Complex Road
Clinton, North Carolina 28328

MEMORANDUM

TO: Board of Commissioners

FROM: Dudley Neal, Chairman

DATE: August 30, 2021

SUBJECT: Appointment to JCPC

The Juvenile Crime Prevention Council has voted unanimously to recommend the appointment of Dulce Banos, Clinton Police Department, Tiffany Faircloth, Juvenile Court Counselor, Charlotte Leach, Triangle South Workforce Development Board and Angela Nicholson, Harnett County Workforce Development to the Juvenile Crime Prevention Council.

We respectfully request that the Board appoint these individuals to the Council.

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 4

Meeting Date: September 13, 2021	<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 July 27, 2021 and August 2, 2021 meetings
- b. Approve a request from Sampson-Clinton Public Library to surplus and discard withdrawn materials pursuant to the library’s Materials Selection Policy and the County Records Retention Policies
- c. Approve the Sampson Area Transportation System Safety Plan for 2021
- d. Approve the Contract Amendment No. 1 to the Basic Services Agreement between Sampson County, the City of Clinton and AVCON Engineers & Planners, Inc. dated June 25, 2019, and Task Order 2019.01 dated September 1, for the FBO Apron Rehabilitation Project and authorize Chairman to execute same
- e. Approve the execution of contracts between Sampson County (DSS) and service providers: Sampson Area Transportation (NEMT); Warrick & Bradshaw (Legal); Carolina Care & Consulting (Psychological Evaluation); Department of Aging (Adult Day Health); Sampson County Sheriff (Child Support Deputy and Juvenile Court Officer); Corinne Railey (Legal); Vanguard (Temporary Social Workers); The Gardens of Roseboro (NEMT); The Magnolia (NEMT); Sampson Home Health (In Home Services); and Candii Homes (NEMT)
- f. Approve Sampson County Finance request to declare certain vehicles and unclaimed property as surplus and authorize, by resolution, staff to conduct a public auction on October 8, 2021
- g. Authorize execution of the Duke Progress Energy easement for the 911 & Emergency Services property on Commerce Street
- h. Approve late applications for disabled veterans tax exclusions for Bruce Glenwood Owens and Allen Lynn Spell
- i. Approve the tax refunds and releases as submitted
- j. Approve budget amendments as submitted

RECOMMENDED ACTION OR MOTION:

Motion to approve Consent Agenda as presented

The Sampson County Board of Commissioners convened for a recessed meeting at 4:00 p.m. on Tuesday, July 27, 2021 in the Conference Room of the County Administration Building, 406 County Complex Road, Clinton, NC. Members present: Chairman Clark Wooten, Vice Chairperson Sue Lee, and Commissioners Thaddeus Godwin, Jerol Kivett and Lethia Lee.

Chairman Wooten reconvened the meeting and called upon Vice Chairperson Lee who had an invocation and led the Pledge of Allegiance.

County Manager Ed Causey introduced Richard Sauer, the County's new Emergency Services Director, who was present to learn more about the County public water systems, as water resources impact emergency services.

Water Work Session

Public Works Director Lin Reynolds and staff members Brian Royal, Ashley Holland, Mark Turlington and Mac Ellen Brown, were present to discuss water district operation. Mr. Reynolds and Mr. Royal provided an overview of the current water system and explained the operational and maintenance challenges, including testing requirements. They discussed current and future projects and explained how system policies are used to guide expansion plans.

There were several citizens present who had concerns regarding availability of water given the quality of their well water. While the Board does not typically have public comment during a work session, the Board entertained questions from those present, particularly noting that those with testing results should share them to increase scoring for the County's grant funding applications. Mr. Reynolds explained to those from the Lakewood School/Lakewood Country Club area, that the area they discussed was not the County system, but that of the Town of Salemburg.

Mr. Reynolds and Mr. Holland also discussed two items related to public buildings. They discussed a proposal from Duke Energy for energy savings. The Board expressed concerns about whether the anticipated savings could be realized and asked Mr. Reynolds for additional information.

Mr. Reynolds and Mr. Hollard provided samples of tin and composite roofing proposed for renovations to the Courthouse roof. They reported that an informal bidding process had resulted in three quotes: Highland Roofing (\$382,000), Henry Faircloth (\$325,000), and Conklin Roofing (\$355,000). Upon a motion made by Commissioner Kivett and seconded by Commissioner Godwin, the Board voted unanimously to award the bid to the lowest responsive, responsible bidder for composite roofing, Henry Faircloth, at \$325,000.

Adjournment

Upon a motion made by Commissioner Kivett and seconded by Commissioner Godwin, the Board voted unanimously to adjourn.

Clark H. Wooten, Chairman

Susan J. Holder, Clerk to the Board

The Sampson County Board of Commissioners convened for their regular meeting at 6:00 p.m. on Monday, August 2, 2021, in the County Auditorium, 435 Rowan Road in Clinton, North Carolina. Members present: Chairman Clark Wooten, Vice Chairperson Sue Lee, and Commissioners Thaddeus Godwin, Jerol Kivett, and Lethia Lee.

Chairman Clark Wooten called the meeting and acknowledged Vice Chairperson Sue Lee who called on Deputy Clerk Richard Carr to provide the invocation. Commissioner Jerol Kivett then led the Pledge of Allegiance.

Approval of Agenda

Upon a motion made by Commissioner Godwin and seconded by Commissioner Lethia Lee, the board voted unanimously to approve the agenda with the following changes: (1) add to Consent Agenda the Home and Community Block Grant funding plan documents; and (2) remove Item 6: Closed Session - G.S. 143-318.11(a)(3).

Item 1: Action Items

Tax Office - Reappointment of Deputy Tax Collector Upon a motion made by Commissioner Kivett and seconded by Commissioner Godwin, the Board voted unanimously to re-appoint Amanda Beatty for a four-year term as Deputy Tax Collector. Assistant County Manager Susan Holder administered the oath of office to Ms. Beatty as Deputy Tax Collector (Oath filed in Inc. Minute Book ____ Page ____.)

Economic Development - Public Hearing Regarding Proposed Use of Revolving Loan Funds for Economic Development Activities (Garland Apparel Group, LLC) Chairman Wooten opened the hearing and called on Economic Developer Stephen Barrington who advised the board of the Economic Development Advisory Board's recommendation to allocate revolving loan funding in the amount of \$75,000, plus up to \$3,000 in closing costs, to Garland Apparel Group, LLC. He noted that the new company will provide more than 120 new jobs in the first year. The hearing was closed. Upon a motion by Commissioner Kivett and seconded by Commissioner Godwin, the Board voted unanimously to approve the allocation of revolving loan funding of \$75,000, plus up to \$3,000 in closing costs, to Garland Apparel Group, LLC.

Economic Development – Application for Rural Demolition Program

Grant Funding Economic Developer Stephen Barrington informed the board of the Economic Development department’s desire to apply for a NC Commerce Rural Demolition Grant for up to 75% of the cost for demolishing six dilapidated structures located on the property previously purchased within Sampson Southeast Business Center, four of which will impede the new road being planned within the park. He then noted that a formal bidding process will follow the awarding of the grant. Upon a motion made by Commissioner Kivett and seconded by Commissioner Godwin, the Board voted unanimously to adopt the resolution supporting the demolition project and authorizing the submission of the application for Rural Demolition Program grant funds (Resolution filed in Inc. Minute Book ____ Page ____).

Emergency Services – Request for Update to 5-Mile and 6-Mile District Maps for Taylors Bridge Fire Department (does not impact response or tax districts)

Emergency Services Director Richard Sauer presented the request noting that upon the recent completion of the second satellite station in the Harrells community the insurance maps are able to be redrawn, which is expected to provide benefit to all residents in the area. The update will not affect response districts or tax districts. He concluded by noting that following the Board’s approval of the new boundaries, the Department of Insurance will need to approve the update. Upon a motion made by Commissioner Kivett and seconded by Commissioner Godwin, the Board voted unanimously to approve the new insurance district map as presented, subject to final approval by the State Department of Insurance (Map filed in Inc. Minute Book ____ Page ____).

Public Hearing - Naming of Private Roads The Chairman opened the hearing and called upon Assistant County Manager Susan Holder who reviewed the recommendations for naming certain private roads as follows:

PVT 24ROS 6219 Council Lane

There were no public comments offered and the hearing was closed. Upon a motion made by Commissioner Godwin and seconded by Commissioner Kivett, the Board voted unanimously to name the private roads as recommended.

Local Emergency Planning Committee Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Kivett, the Board voted unanimously to appoint Interim Police Chief Anthony Davis to the Local Emergency Planning Committee.

Juvenile Crime Prevention Council Upon a motion made by Vice Chairperson Lee and seconded by Commissioner Godwin, the Board voted unanimously to appoint Commissioner Lethia Lee (County Commissioner), Carlina Simmons (Social

Services), Scott Hodges (Sheriff's Department), and James Jones (Sheriff's Department) to the Juvenile Crime Prevention Council.

Item 2: Consent Agenda (as Board of Commissioners)

Upon a motion made by Commissioner Kivett and seconded by Commissioner Lethia Lee, the Board voted unanimously to approve the Consent Agenda as follows:

- a. Approved the minutes of the July 12, 2021 meeting
- b. Adopted a resolution proclaiming September 7, 2021 as "John Merrick Day" in Sampson County (Copy filed in Inc. Minute Book ____ Page ____.)
- c. Authorized execution of the FY 21-22 Agreement for the Protection, Development and Improvement of Forest Lands between Sampson County and the NC State Department of Agriculture and Consumer Services (Copies filed in Inc. Minute Book ____ Page ____.)
- d. Emergency Services - Request for Update to 5-Mile and 6-Miles District Maps for Taylors Bridge Fire Department (does not impact response to tax districts) (Map filed in Inc. Minute Book ____ Page ____.)
- e. Approved an amendment to the contract between Sampson County (Department of Social Services) and Warrick, Bradshaw and Lockamy Law Firm for legal services FY20-21 (Copy filed in Inc. Minute Book ____ Page ____.)
- f. Approved the contract between Sampson County and the Town of Autryville for building inspection services (Copy filed in Inc. Minute Book ____ Page ____.)
- g. Approved tax refunds and releases as submitted:

#9642	Blake Norris	\$131.00
#9643	Rufus Carr	\$191.16
#9644	Johnny Tyndall	\$171.82
#9648	Rickie Lee Jones	\$121.98
#9617	Alexander Cox	\$427.20
#9650	Judith Crystal Hall	\$134.35
#9636	Longhorn Investments, LLC	\$1,854.12

- h. Approved budget amendments as submitted:

<u>EXPENDITURE</u>		Health Department-WIC		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
12551670	544000	Contract Services	\$8,793.00	
<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
12535167	404000	State Assistance	\$8,793.00	

<u>EXPENDITURE</u>		Health Department-COVID Response		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
12551240	512100	Salaries	\$269,580.00	
12551240	518100	FICA	\$16,716.00	
12551240	518120	Medicare FICA	\$3,911.00	
12551240	518200	Retirement	\$20,383.00	
12551240	518300	Group Insurance	\$38,640.00	
12551240	518400	Dental Insurance	\$1,400.00	
12551240	518901	401K	\$20,130.00	
12551240	525100	Gas, Oil, & Tire	\$2,000.00	
12551240	526200	Department Supplies	\$9,913.00	
12551240	523100	Medical Supplies	\$6,500.00	
12551240	537000	Advertising	\$1,500.00	
12551240	532100	Telephone & Postage	\$8,500.00	
12551240	543000	Rental Equipment	\$3,000.00	
12551240	529702	Lab Services	\$12,000.00	
12551240	531100	Travel	\$4,000.00	
12551240	544000	Contract Services	\$306,139.00	

REVENUE

<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
12551240	512100	State Assistance	\$724,312.00	

<u>EXPENDITURE</u>		Health Department		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
12551230	526200	Department Supplies	\$1,000.00	
12551230	526201	Department Supplies Equipment	\$2,669.00	
12551230	523100	Medical Supplies	\$1,500.00	
12551230	537000	Advertising	\$8,000.00	
12551230	544000	Contract Services	\$65,000.00	
12551230	555000	Capital Outlay – Other Equipment	\$25,000.00	

REVENUE

<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
12535124	404000	State Assistance	\$103,169.00	

<u>EXPENDITURE</u>		Finance		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
83541300	581000	Transfer to borrower	\$75,000.00	
83541300	529900	Closing costs	\$3,000.00	

REVENUE

<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
83034130	409900	Fund Balance Appropriated	\$78,000.00	

(WALK ON) Approved revisions to the Home and Community Block Grant Funding plan (Copy filed in Inc. Minute Book ____ Page ____.)

- Approved Clinton City Schools Budget Amendments No. 1 (Fund 5); No. 2 (Special Revenue); No. 4 (Federal); No. 4 (State); No. 1 (Local); No. 3 (Federal); No. 3 (State); Approved Clinton City Schools Budget Amendment No. 3 (Special Revenue); and No. 5 (Federal) as submitted.

Consent Agenda (Board of Commissioners)

- i. Approved a Health Department fee schedule revision request as submitted (Copy filed in Inc. Minute Book ____ Page ____.)
- j. Approved the contracts for school health nursing services between the Sampson County Health Department and Sampson County Schools and Clinton City Schools (Copies filed in Inc. Minute Book ____ Page ____.)

Item 3: Board Information

The following item was received by the Board for information:

- a. Notification of Bladen County's Request to Disengage from Eastpointe

Item 4: County Manager's Report

No report was given.

Item 5: Public Comment Period

Chairman Wooten opened the floor for comment. The following was received:

Allan Williams: I come before you tonight and I just ask that all of you would continue to keep in your prayers our County Fire Marshall, Jerry Cashwell who works in the emergency service office. He lost his mother, father, and his sister within the last two weeks due to Covid. Keep the Cashwell family in your prayers please. Second of all, I'd like to thank everyone, especially Mr. Clark Wooten, he was very instrumental, along with Joel Starling and Mr. Ed Causey, in getting this new fire station built over there for the people of the Coharie, Roseboro, McDaniels area. Roughly 39 square miles that's never had any fire service and hopefully this fall we'll get this through DOI and OSFM, and those people will get a reduced rate on homeowners insurance. I'd like to welcome the gentleman from New York, Mr. Richard Sauer. We've already been out in the field, and out in the country riding around. He's been in the firehouse. It's going to take him a while to settle in. But we're really pleased with him and we're working well with him. My last concern again is with EMS. Just a few minutes ago we had a traumatic injury in our district. The young gentleman was flown out, so also keep him in your prayers. Unfortunately, at that same time while the EMS trucks were tied up there was a call on

Nathan Dudley Road, so the Roseboro truck had to come from Roseboro to cover that call. By the time they got through the mess on Sunset and got over there, there was a wreck – a vehicle rollover – on the other side of Roseboro. So, with the Roseboro truck in Clinton, the Clinton truck clearing up from the ER had to go all the way back to Roseboro. We've got to do something to fix this problem. The longer we delay fixing the problem, whether it's the band-aid, the permanent fix, or whatever it is, it's not going to be good. So again, I ask you to please consider starting this process so we can get it moving forward. Thank you.

Adjournment

Upon a motion made by Commissioner Kivett and seconded by Commissioner Godwin, the Board voted unanimously to adjourn.

Clark H. Wooten, Chairman

Susan J. Holder, Clerk to the Board

Memo

To: Sampson County Board of Commissioners
From: Kelsey Edwards, Library Director
CC: Ed Causey, County Manager & Susan Holder, Assistant County Manager
Date: August 27, 2021
Re: Request to Discard Items

I request that I be allowed to withdraw all items that have been weeded from the collections of the Sampson-Clinton Public Library System from January 21, 2019 through August 27, 2021 (please see attached excel spreadsheet) due to disuse, damage, or out-of-date/inaccurate information.

I also request that Board of Commissioners write off these titles and all items that have been donated to the library but not placed into the collection as of August 27, 2021. The library will dispose of all items per our Materials Selection Policy. We hope to have a book sale soon for the items that are in good condition.

Thank you.

ItemBarcode	CallNumber	BrowseTitle
	PB	Pop-up peekaboo! Unicorn
810191000866458	E Ber	The Berenstain Bears by the sea
810191000992774	PB	Noah's ark
810191001504078	PB	From head to toe
810191001561367	PB	Count my cupcakes 1-2-3
810191001562980	PB	The piggy in the puddle
810191001568756	LP F Hartnett	Rabbit cake
810191001568785	LP F Faye	The whole art of detection : lost mysteries of Sherlock Holmes
810191001568863	LP F Fabiaschi	I liked my life
810191001568884	LP F Alexander	Where treasure hides
810191001568962	LP F Dunn	Buried in the country
810191001569203	LP F Sittenfeld	You think it, I'll say it : stories
810191001571837	LP F Goolrick	The dying of the light
810191001572520	E Sauer	Go fish!
810191001572900	PB	First 50 words
810191001573122	PB	Colors, numbers, shapes
810191001605347	PB	Hey, Little baby : celebrating new big brothers and sisters
810191001608415	PB	Daniel takes care of snowball.
810191001608924	PB	Itsy bitsy spider.
810191001609823	E Dean	Pete the kitty and the case of the hiccups
810191001611187	E Shea	Crash, splash, or moo!
810191001611314	E Bijsterbosch	My birthday
810191001612152	E She	Unicorn thinks he's pretty great
810191001612251	E She	Unicorn thinks he's pretty great
810191001612574	E Cordell	King Alice
810191001612615	E Novesky	Mary Poppins
810191001613473	J 155.4123 I	I can tie my own shoes.
810191001613720	J 155.4123 I	I can tie my own shoes.
810191001613738	J 155.4123 I	I can tie my own shoes.
810191001613783	PB	Opposites
810191001613853	J F Chm	Crush
810191001613928	PB	Jungle animals
810191001613974	J F Chm	Crush
810191001613999	PB	Opposites
810191001614033	PB	Lego minifigures mix & match
810191001614041	PB	Lego minifigures mix & match
810191001614158	PB	Dr. Seuss's 100 first words
810191001614223	PB	What's on my farm? : a Slide-and-Find book with flaps
810191001614583	LP F Harkness	Time's convert
810191001614603	LP F Clayton	Beautiful exiles
810191001614710	LP F Barritt	Disillusioned
810191001614752	PB	Everyone loves Olaf!
810191001615031	PB	Egg
810191001616039	E Gallo	The night fury and the light fury
810191001616138	E MacLachlan	Chicken talk
810191001617463	J F Kus	Pokelmon adventures. Vol. 1
810191001617877	PB	Are you my mother?
810191001617884	PB	My vegetable garden
810191001618000	E Wilson	Bear's loose tooth
810191001618042	PB	High-flying helicopters
810191001618634	E Gallo	When Migo met Smallfoot
810191001619511	LP F Kendrick	In dog we trust
810191001619541	F Rivers	The masterpiece
810191001619559	F Rivers	The masterpiece
810191001619848	LP F Barker	The silence of the girls
810191001620802	LP F Daheim	A case of bier : a bed-and-breakfast mystery
810191001621335	E Seven	Seven ruff-ruff rescues!
810191001626210		School Bus
810191001627769	LP F Baldacci	Redemption
810191001627850	LP F Anderson	Pregnant by the commanding Greek

810191001627925 PB	Baby Penguin : finger puppet book
810191001628710 E Parent	Mademoiselle Mom
810191001629152 PB	Space
810191001629376 LP F Escobar	Auschwitz lullaby
810191001629411 LP F Fforde	Early riser
810191001629700 PB	Paws-ively alien!
810191001629730 PB	Grandma's purse
810191001629764 PB	Fancy pants
810191001629772 PB	Fancy pants
810191001629839 PB	You are light
810191001630223 PB	It's potty time for girls.
810191001630360 LP F Fox	Redemption point
810191001630484 PB	You are light
810191001630591 PB	You are light
810191001630914 LP F Patterson	The first lady
810191001632783 E Zuill	Sweetie
810191001634896 782.42164 Cha	Queen Bey : a celebration of the power and creativity of Beyoncé Knowles-Carter
810191001635275 E O'Connor	Fancy Nancy. Shoe-la-la!
810191001635906 PB	100 first things that go
810191001636251 PB	Fingers for lunch
810191001636318 F Gray	The patient one
810191001636912 PB	Let's go, construction trucks!
810191001636983 E Bunting	Little yellow truck
810191001637043 PB	Whose toes are those?
810191001637486 F Owens	Where the crawdads sing
810191001638024 J F Rod	The third wish
810191001638032 J F Rod	The unicorn
810191001638131 J F Kat	Vidia and the fairy crown
810191001638244 J F Bau	The Wizard of Oz
810191001638252 J F Lyn	Cyberia
810191001638313 J 818 Yuc	Yuck! The grossest joke book ever!
810191001638483 PB	I spy little book
810191001638503 E Boniface	Lights out, night's out
810191001640483 J F Bla	Miraculous. Volume one
810191001641014 E Palacio	We're all wonders
810191001641693 PB	My magical unicorn
810191001641812 E Bijsterbosch	What a nice car!
810191001642125 E Parent	The case of the disappearing doll
810191001642133 E Parent	The case of the disappearing doll
810191001643545 E Patchett	Landslide
810191001643701 E Gutman	Rappy and his favorite things
810191001643889 LP F Deaver	The never game
810191001644000 E Ransom	Garden Day!
810191001644402 LP F Busse	Flight of the raven
810191001644428 LP F Eggers	The parade : a novel
810191001644535 F Karrington	Beard gang chronicles
810191001644824 E Dean	Pete the cat and the itsy bitsy spider
810191001645977 LP F Everhart	The education of Dixie Dupree
810191001646002 LP F Dunnett	The Scottie barked at midnight
810191001646553 E Hall	Monkey time
810191001647287 J 523.3 McA	Moon! : Earth's best friend
810191001647460 E Scotton	Splat the cat and the lemonade stand
810191001647915 F Williams	Outlaw mamas
810191001650764 LP F Gates	The spook in the stacks
810191001650920 LP F Balson	The trust
810191001650983 LP F Bayard	Courting Mr. Lincoln
810191001651021 LP F Bergmann	The trick
810191001651077 LP F Perry	Odd partners : an anthology
810191001651259 LP F Hallgrimur	Woman at 1,000 degrees
810191001651302 LP F Haig	How to stop time
810191001651366 LP F Gaynor	The Cottingley secret

810191001651449 LP F Edwards	This I know
810191001651480 LP F Basu	The windfall
810191001651845 LP F Gangi	The next
810191001653205 PB	Pop-up peekaboo! : bedtime
810191001653239 PB	Colors : pop-up peekaboo!
810191001653304 PB	Meow!
810191001653370 PB	Pop-up peekaboo! farm
810191001653528 PB	Aladdin of Agrabah
810191001653627 PB	Daniel's Sweet trip to the bakery : a scratch-&-sniff book
810191001653742 PB	Let's say our colors
810191001654261 LP F Finkbeiner	All manner of things
810191001656544 E Dean	Pete the cat and the perfect pizza party
810191001656776 PB	It's time to save the day!
810191001656875 PB	What time is it, Daniel Tiger?
810191001656882 PB	What time is it, Daniel Tiger?
810191001658151 PB	Silly lullaby
810191001658169 PB	Silly lullaby
810191001658531 PB	Daniel loves fall
810191001658784 PB	Pete the cat : Old MacDonald had a farm
810191001658883 PB	Meet Cory Carson.
810191001660121 E Disney's	Disney's The rescuers
810191001660135 E Steer	Snappy little farmyard : spend a day down on noisy farm
810191001662101 JPB	Little book of woodland birdsong
810191001662355 PB	Jolly jingly Christmas : the best Christmas book ever!
810191001663580 PB	Team colors.
810191001663634 E Profiri	He's your daddy : ducklings, joeys, kits, and more
810191001665151 E Kann	Pinkalicious dragon to the rescue
810191001665226 E Peppa	Merry Christmas, Peppa!
810191001668514 PB	Mon petit busy day
810191001669033 E West	Tricky trouble!
810191001669591 PB	Look, there's a helicopter!
810191001669752 LP F Brock	Reunited by the Greek's vows
810191001670005 D 11299	Nobody's fool
810191001673261 PB	Let's talk
810191001673310 PB	Let's talk
810191001673328 PB	My first Superman book.
810191001673564 E Barnett	Circle
810191001674003 E Dean	Pete the Kitty goes to the doctor
810191001674587 J F Pei	Max & the Midknights
810191001675445 E Tullet	Say zoop!
810191001675486 E Barnett	Square
810191001675841 E Barnett	Triangle
810191001676710 E Bryan	Little Red Riding Hood
810191001677441 E Schulz	Gobble up, Snoopy!
810191001677730 J F Pei	Big Nate goes for broke
810191001678103 CD Woo Con	Contraband a Stone Barrington novel
810191001679032 LP F Cinelli	Claiming his replacement queen
810191001680004 PB	I love fall!
810191001680365 LP F LaCorte	The perfect fraud : a novel
810191001682840 E Van	August the tiger
810191001683509 PB	Christmas surprise : a changing picture book
810191001684081 LP F Lynn	Guarding the Amish midwife
810191001685965 PB	Halloween heroes!.
810191001686701 PB	Poke-a-dot! : dinosaurs A to Z.
810191001686864 PB	Hide-and-peek, baby shark! : doo doo doo doo doo doo
810191001686872 PB	Hide-and-peek, baby shark! : doo doo doo doo doo doo
810191001687135 PB	I'm feeling outrageous orange : a Halloween book.
810191001687283 PB	How to tell time : a lift-the-flap guide to telling time
810191001687495 PB	How to tell time : a lift-the-flap guide to telling time
810191001688900 PB	Christmas train
810191001689065 PB	Musical Christmas tree!

810191001693075 PB	Sing-along songs
810191001694150 PB	My first Superman book.
810191001694833 PB	Snowflake songs : bring along & sing along.
810191001697051 F Patterson	Along came a spider : a novel
810191001697738 E King	Cops, crocs, and crooks!
810191001699375 PB	A Valentine for uni the unicorn
810191001699771 PB	My first Valentine's Day
810191001699808 PB	Paw patrol up and down
810191001700957 PB	Splish, splash, sing & laugh!
810191001701115 PB	Let's say our numbers
810191001702466 E Peppa	Play ball!
810191001702990 YA F Zeileny	The everything I have lost
810191001703159 PB	Peppa Pig Easter surprise : a scratch-and-sniff story!
810191001704553 E Noll	How I met my monster
810191001704701 PB	Friendly songs : bring along & sing along.
810191001705543 PB	It's you I like!
810191001705634 PB	Faces
810191001705717 PB	It's you I like!
810191001708724 PB	Hoppy floppy's carrot hunt : a lift-the-flap book.
810191001708930 F Deveraux	A forgotten murder
810191001709284 E Lang	Grumpy monkey party time!
810191001710187 PB	Dinosaurs Roar : Lift-the-flap and Discover
810191001713215 PB	Barks and Beeps : a peek-and-pull book
810191001713265 LP F Carlson	The happy camper
810191001714987 PB	The amazing chase : a move-along storybook
810191001714995 PB	The amazing chase : a move-along storybook
810191001716793 E Behling	Bunga the wise
810191001716976 PB	The farm.
810191001717080 PB	Three little mermaids
810191001719242 E Fox	Cat and Dog's alphabet
810191001722555 PB	My magical mermaid
810191001727379 E Peppa	Peppa's pizza party
810191001729120 J F Ell	Eva in the spotlight
810191001729746 E Dewdney	Llama Llama loves camping
810191001734381 E Webster	One magical night
810191001734435 E John	First day critter jitters
810191001736712 J F Fly	Sonic the hedgehog: tangle & whisper
810191001736995 PB	Busy little fishy.
810191001738135 PB	ABCs on wings
810191001739232 PB	Colors
810191001739422 PB	Colors
810191001740078 PB	Baby Bowie : a book about adjectives
810191001740311 PB	Pawsome Adventures
810191001740458 PB	Pawsome Adventures
810191001745454 PB	The mermaid counting book
810191001746810 PB	Blue's winter day!
810191001749827 E Ransom	Uni the unicorn brings spring : an Amy Krouse Rosenthal book
810191001755750 E Kann	Pinkalicious and the merminnies
810191001788255 PB	A day on the farm with the very hungry caterpillar
810191001788742 PB	Hot and cold
810191001789170 F Dudley	The sugar baron's ring
810191001793776 PB	I'm programmed to love you
810191001799327 F Dylan	End game
810191001800482 PB	Disney Frozen 2 : Stronger Together (Play-A-Sound)
810191001801875 J 551.46 Har	Ocean! : Our Watery World As You've Never Seen It Before
810191001804542 PB	I love you, Little Monster!
810191001805082 PB	Pop-up peekaboo! monsters
810191001805785 PB	My first 100 words
81019810191000300000 PERIODICAL	Magazine.
810291000174784 PB	Never touch a dragon!
810291000174846 PB	Never touch a dragon!

810291000174862 PB	Here, George
810291000174883 PB	Polar bear, polar bear, what do you hear?
810291000178298 E Amerikaner	Elsa's epic journey
810291000179677 PB	It's potty time for boys.
810291000179940 E Border	Big brother Peanut Butter
810491000158423 PB	Noisy touch and lift farm.
810491000158494 PB	Baby dinosaur
810491000158720 J F Mac	Dream within a dream
810491000163150 PB	My first pop-up dinosaurs
810491000163211 E Barnett	Circle
810491000163494 PB	Pete the Kitty's first day of preschool
810491000163663 PB	My first book of patterns
810491000163738 PB	My first book of patterns
810591000124069 LP F Camilleri	Death at sea : Montalbano's early cases
810591000124120 LP F Adams	Murder in the locked library
810591000124191 LP F Kelly	The language of the dead
810591000124211 LP F Kelly	Hushed in death
810591000124340 LP F Fenton	The year we turned forty
810591000124465 LP F Freeman	A lady's guide to etiquette and murder
810591000124473 LP F Graves	Death by chocolate cherry cheesecake
810591000124585 LP F Goldsborough	Archie in the crosshairs : a Nero Wolfe mystery
810591000124639 LP F Goodkind	Nest
810591000124671 LP F Graves	Death by chocolate malted milkshake
810591000124684 LP F Handford	Daughters for a time
810591000124882 E Schulz	Snoopy, first beagle on the Moon!
810591000125629 PB	Little shark : finger puppet book
810591000125645 PB	Mon petit busy day
810591000125752 PB	Noisy touch and lift trucks.
810591000125801 PB	Little shark : finger puppet book
810591000125926 LP F Collins	Untouched until her ultra-rich husband
810591000126916 PB	Noisy trucks.
810591000126954 PB	Never touch a dinosaur!
810591000127005 PB	Never touch a dinosaur!
810591000130226 CD Gil Tot	Total mayhem
810591000130264 PB	My first Batman book.
810591000130325 PB	My first Batman book.
810600000089063 PB	A ride through the neighborhood
810600000089071 PB	A ride through the neighborhood
810600000092300 PB	Happy Love Day, Daniel Tiger! : a lift-the-flap book
810600000092326 PB	I love you, Snugglesaurus!
810600000092679 LP F Roberts	Island of glass

SAMPSON AREA TRANSPORTATION SYSTEM SAFETY PLAN

2021

SSP 2021

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GENERAL SYSTEM SAFETY PLAN MANAGEMENT

DESCRIPTIONS OF ELEMENTS

1. **POLICY STATEMENT AND AUTHORITY FOR SYSTEM SAFETY PROGRAM PLAN**
 - A. North Carolina Board of Transportation 2002 Resolution established the requirement for each transit system to develop and implement a System Safety Plan (SSP).
 - B. Establish the SSP as an operating document that has been prepared for and approved by the transit system top management, chief executive officer or the governing board.
 - C. The authority statement in the SSP should define, as clearly as possible, the following:
 1. The authority for establishment and implementation of the SSP.
 2. How that authority has been delegated through the organization.
 - D. The SSP must adequately address the Emergency Action Plan, Fire Prevention Plan, Preventive Maintenance Plan, drug & Alcohol Policy, Safety & security Plan, and Continuity of Operations Plan.
2. **DESCRIPTION OF PURPOSE FOR SYSTEM SAFETY PLAN**
 - A. Address the intent of the SSP and define why it is being written.
 - B. Establish the safety philosophy of the whole organization and provide a means of implementation.
 - C. An SSP could be implemented for the following reasons:
 - To establish a safety program on a system wide basis.
 - To provide a medium through which a system can display its commitment to safety.
 - To provide a framework for the implementation of safety policies and the achievement of related goals and objectives.
 - To satisfy federal and state requirements.
 - To meet accepted industry standards and audit provisions.
 - To satisfy self-insurance or insurance carrier provisions.
 - D. The relationship of system safety to system operations should be defined.
 - E. All departments involved must have a clear definition of their individual responsibilities relative to the scope of the SSP.
 - F. This section should also contain system safety definitions applicable to the operating systems.
3. **CLEARLY STATED GOALS FOR VEHICLE SAFETY MANAGEMENT PROGRAM**
 - A. The overall goal of an SSP is to identify, eliminate, minimize and control safety hazards and their attendant risks by establishing requirements, lines of authority, levels of responsibility and accountability, along with methods of documentation for the organization.
 - B. These goals should be system-specific, tailored to the individual needs of the system, as well as being:
 1. Long term - the goal must have broad and continuing relevance.
 2. Meaningful - they must not be so broad as to be meaningless; desired results must be identified.
 3. Realizable - any goal that meets the first two criteria, but cannot be attained is meaningless.

4

SYSTEM SAFETY PLAN

Program Description:

The System Safety Plan (SSP) was developed utilizing established guidance listed in the procedural manuals of the North Carolina Department of Transportation Standard Operating Procedure SSPP-001 and the State Management Plan. The SSP consists of and addresses the required six (6) major elements:

1. Driver/Employee Selection
2. Driver/Employee Training
3. Safety Data Acquisition Analysis
4. Drug Alcohol and Abuse Program
5. Vehicle Maintenance
6. Security

Sampson Area Transportation's number one priority is adherence to policies and procedures of the core elements. All of the elements listed are equal in importance and the policies and procedures must be met. The compliance will ensure that we meet all Federal Transportation Administration (FTA) and North Carolina Department of Transportation Public Transportation Division (NCDOT/PTD) policies and regulations.

Driver/Employee Selection Element:

Fair hiring practices are used to select employees. Each potential employee will complete a written application. The Executive Director and supervisor shall interview each potential employee.

Driver/Employee Training Element:

The minimum requirements for vehicle operator training are Defensive Driving, Americans with Disabilities Act, Bloodborne Pathogens and Emergency Procedures for Vehicle Operators. In addition to the minimum requirements the follow actions must be completed:

1. The training must be completed annually.
2. The training material must be on file for review by NCDOT/PTD.
3. Records of each individual trained must be retained on file for five (5) years.
4. Each driver must have an annual driver's performance evaluation to provide refreshment training, assess skills, techniques, knowledge, etc...

Safety Data Acquisition Analysis Element:

The goal of the Safety Program is the reduction of accidents and injuries to transit customers, employees and the general public. Safety is a shared responsibility between system management and employees. It is the policy of Sampson Area Transportation to provide a place of employment that is free from recognized hazards that could result in death or serious injury to employees, customers or the general public. It is the responsibility of each employee to report all incidents or unsafe conditions to their supervisor. Supervisors must immediately take necessary corrective action to prevent unsafe conditions.

Prohibited behaviors are behaviors that are in violation of the System Safety Policy. Such behaviors include behaviors that threaten the safety of employees, customers and the general

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- C. Example:
 1. A goal might be to establish a high level of safety comparable to other transit systems in the U.S.
 2. Identify, eliminate, minimize, and/or control all safety hazards.
 3. Provide appropriate action and measures to obtain necessary safety-related agreements, permits and approvals from outside agencies, where applicable.

4. IDENTIFIABLE AND ATTAINABLE OBJECTIVES

- A. Objectives are the working elements of the SSP, the means by which the identified goals are achieved.
 1. Must be quantifiable and meaningful.
 2. Met through the implementation of policies.
 - B. Policies are central to the SSP and must be established by top management.
 1. They set the framework for guiding the safety program, on a relatively long-term basis.
 2. Policies are measurable.
 3. Policies are methods for reaching a specified objective.
 - C. Example:

The establishment of a safety program incorporating public, patron, employee, and property safety including fire protection, loss prevention and life safety requirements.
- **Policies depend on the goals defined by the transit system and its safety philosophy.**

5. SYSTEM DESCRIPTION/ORGANIZATIONAL STRUCTURE

- A. System Description
 1. Briefly describe the system's characteristics. The information should be sufficient to allow non-technical person and those not employed in transit to understand the system and its basic operation.
 2. Components that should be included in the system description:
 - a. History
 - b. Scope of service
 - c. Physical features
 - d. Operations
 - e. Maintenance
 - f. System Modifications
- B. Organizational Structure
 1. Organizational diagrams showing the title of each position.
 2. Diagram showing the structure of the system safety unit identifying the key positions.
 3. Diagrams showing the relationships and lines of communication between the system safety unit and other departments in the organization.
 4. Describe the relationship of the transit system to local political jurisdictions.

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public. Other unacceptable behaviors include those that result in damage to system, employee and public and/or private property. An employee who intentionally violates the safety policy and procedures will be subject to appropriate disciplinary action, as determined by the findings of an investigation. Such discipline may include a warning, demotion, suspension or immediate dismissal. In addition, such actions may cause the employee to be held legally liable under State or Federal Law.

Drug Alcohol and Abuse Program Element:

The goal is to provide a safe, healthy and productive drug-free work environment for all employees. A person being under the influence of a drug or alcohol while on the job poses serious safety and health risk to the user, co-workers as well as passengers. Sampson Area Transportation has established a policy of a drug-free work environment. A standard of zero tolerance for use of alcohol, illegal substances, or the misuse of prescription medications during work hours or the presence of these substances in the body during work hours regardless of when consumed. Random drug test will be administered.

Vehicle Maintenance Element:

The goal is to ensure each vehicle and wheelchair lift is properly maintained to maximize the service life, maintain reliability, mitigate high maintenance costs and sustain proper safety and mechanical condition. To accomplish this goal, we will at a minimum adhere to the vehicle manufacturer's maintenance/service manual and the wheelchair lift service manual.

Security Element:

The overall purpose of the Security Program is to optimize -- within the constraints of time, cost, and operational effectiveness -- the level of protection afforded to vehicles, equipment, facilities, passengers, employees, volunteers and contractors, and any other individuals who come into contact with the system both during normal operations and under emergency conditions.

The security of passengers and employees is paramount to promoting the objectives of FTA and NCDOT. We will take all reasonable and prudent actions to minimize the risk associated with intentional acts against passengers, employees and equipment/facilities. To further this objective, Sampson Area Transportation has developed security plans and procedures and emergency response plans and procedures. The plans have been coordinated with local law enforcement, emergency services and with other regional transit providers, which addresses the conduct of exercises in support of their emergency plans, and assessment of critical assets and measures to protect these assets.

The SSP will be updated as changes occur. An annual review is required to ensure all information is current. The annual review must be adopted by the board. This operational policy was adopted by the Sampson County Board of Commissioners.

Month _____ Day _____ Year _____

System Program Director (Signature) _____

Governing Board Chairman (Signature) _____

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**RESOLUTION FOR APPROVAL OF REQUIREMENT FOR
COMMUNITY TRANSPORTATION SYSTEMS TO IMPLEMENT
SYSTEM SAFETY PROGRAM PLANS**

WHEREAS, the Federal Transit Administration’s strategic safety goal is to promote the public health and safety by working toward the elimination of transportation related deaths, injuries and property damage;

WHEREAS, the Federal Transit Administration and the National Transportation Safety Board require the reporting of certain transportation related accidents;

WHEREAS, the vision for public transportation services in North Carolina includes the provision of safe, affordable transportation choices, statewide to those who have travel options and to those whose options are limited;

WHEREAS, the development and implementation of System Safety Program Plans by Community Transportation systems is a fundamental step toward these goals;

WHEREAS, the North Carolina Department of Transportation, Public Transportation Division recognizes the safety implications of the development of System Safety Program Plans and provides training and technical assistance to transit systems to assist in the development and implementation of their System Safety Program Plans;

WHEREAS, rural transit systems receiving federal and state funds are not currently required to have a System Safety Program Plan;

WHEREAS, the Public Transportation Division, in an effort to promote safe public transportation services recommends requiring that each rural transit system in the state that receives federal and/or state funds must have an approved System Safety Program Plan which includes provision for local system safety data collection and reporting;

WHEREAS, the Transit, Rail and Ferry Committee has concurred in this recommendation.

THEREFORE, BE IT RESOLVED AS FOLLOWS:

That the North Carolina Board of Transportation approves the recommended requirement that each Community Transportation System that receives federal and/or state funds must have an approved System Safety Program Plan which includes provision for local system safety data collection and reporting.

MISSION STATEMENT

It is the goal of Sampson Area Transportation to provide safe, secure, reliable, and efficient transportation to all residents and citizens of Sampson County.

SYSTEM DESCRIPTION

Sampson Area Transportation is a consolidated transportation system operating in Sampson County, NC. SAT offers subscription route and demand/response transportation with the following human service organizations:

- Sampson Community College
- Sampson County Department on Aging
- Sampson County Department of Social Services
- Sampson County Health Department
- Sampson County Veterans Affairs

Rural General Public (RGP) service is available on all of our subscription routes, on a first-come, first serve basis. All service is accessible to persons with disabilities.

We provide service for Non-Emergency Medicaid Transportation.

The vehicle fleet of SAT consists of nineteen (19) vehicles. SAT has mini-vans, regular vans, wheelchair accessible vans, and one (1) wheelchair accessible bus.

Service Area

Sampson Area Transportation serves all of Sampson County. SAT also provides service to medical facilities in surrounding counties.

Days and Hours of Service

SAT’s offices open at 8am and close at 5pm. Transportation services are from 5am-5pm. SAT is closed for the following holidays:

- | | |
|------------------|------------------------|
| Independence Day | Labor Day |
| Thanksgiving | Day After Thanksgiving |
| Christmas Eve | Christmas Day |
| New Year’s Day | Martin Luther King Day |
| Good Friday | Memorial Day |

SAMPSON AREA TRANSPORTATION IS A PART OF THE SAMPSON COUNTY LOCAL GOVERNMENT. SAT WILL ABIDE BY ALL SAMPSON COUNTY POLICIES SET FORTH BY THE SAMPSON COUNTY BOARD OF COMMISSIONERS.

ANNUAL MANAGEMENT REVIEW

The SSP should reflect the changing needs of our system programs. As a transit system evolves and operates, it must consistently monitor the programs and update the SSP accordingly. Sampson Area Transportation will annually review the SSP. Any additions, subtractions, or elaborations will be submitted to the Transportation Advisory Board and NCDOT. Final say for amendments to the SSP will be with the Sampson County Board of Commissioner.

To ensure that this occurs, Sampson Area Transportation will submit an annual report that is provided from the NCDOT/Public Transportation Division. The annual report will be submitted to the local Transportation Advisory Board and a copy submitted to NCDOT/PTD Safety & Training Unit.

Report topics include:

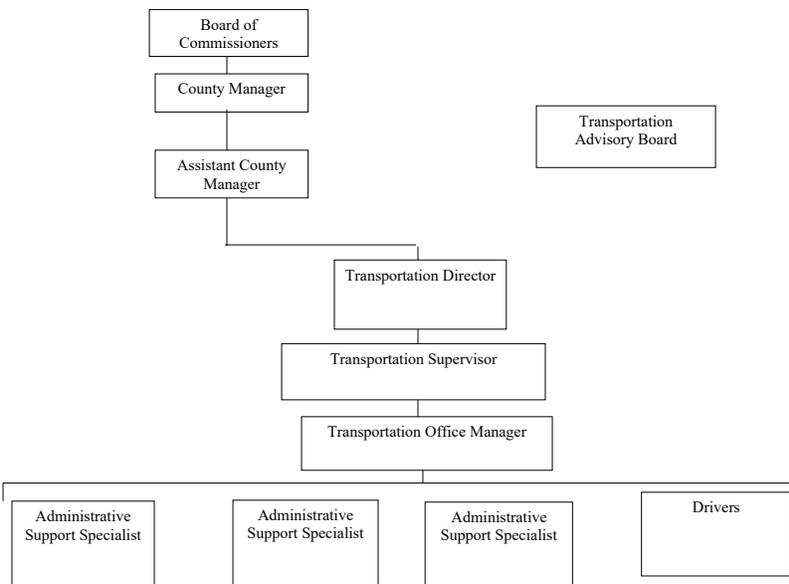
- ❖ Results of incident investigations and analysis
- ❖ Identification of possible hazardous conditions
- ❖ Results of inspections
- ❖ Established plans for handling future incidents
- ❖ Recommendations for SSP revisions
- ❖ Analysis of departmental involvement in the administration of the SSP

The Transportation Supervisor will be the one responsible for completing the report, reviewing it with the Director and the Transportation Advisory Board.

SYSTEM SAFETY PROGRAM PLAN POLICY AND PROCEDURE REVISION INDEX			
Policy/Procedure Name/Description	SPP#	Revision #	Date
Vehicle Breakdown			
Policy/Procedure Name/Description	SPP#	Revision #	Date
Policy/Procedure Name/Description	SPP#	Revision #	Date
Policy/Procedure Name/Description	SPP#	Revision #	Date
Policy/Procedure Name/Description	SPP#	Revision #	Date
Policy/Procedure Name/Description	SPP#	Revision #	Date

General Service Policies

ORGANIZATIONAL STRUCTURE



Passenger Registration

The first step in securing the services provided through SAT is to have appropriate staff complete the transportation registration form. This form must be completed on each person and the data subsequently entered in the transportation management software.

Passenger Information

Information obtained by Sampson Area Transportation from all passengers shall not be disclosed in a form that identifies a person without the informed consent of the person, or legal representative, unless the disclosure is required by court order or for program monitoring by authorized federal, state, local or other designated monitoring agencies.

All personal information contained in any records of SAT are the property of SAT. Employees of the agency shall protect and preserve such information from dissemination, except as indicated by the policies established in this section. The agency shall provide a secure place with controlled access for storage of records and files during their retention period prior to destruction.

Identifying information shall not be released to other individuals or agencies without obtaining a signed consent for release of information from the person or his/her legal representative. The meaning of informed consent shall be explained, and the person shall be told the following:

1. Contents to be released
2. That there is a definite need for the information
3. That the person can give or withhold consent, and the consent is voluntary
4. That there are statutes and regulations protecting the confidentiality of the information.

Driver Responsibilities

All vehicles must be operated in a safe, lawful manner at all times.

Drivers make every effort to be on time; however, there may be times they are late due to emergencies or other uncontrollable factors.

Drivers must follow designated routes unless prior approval is received from the Transportation Coordinator.

Driver will report observations regarding passenger behavior or problems to the Coordinator.

All drivers are responsible for maintaining the vehicles in a clean and sanitary fashion. There will be no eating, drinking, or smoking in the vehicle.

All drivers are required to maintain a valid NC Class B driver's license and preferably a Commercial Drivers License.

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All drivers will be subject to random, pre-employment, and post accident drug and alcohol testing as required to meet the standard as established by the Federal Transit Administration for that testing period. Also, annual license checks will be performed.

Drivers are responsible for reporting any driving infractions to the Transportation Supervisor immediately.

Drivers shall provide supervision to passengers at all times. Passengers should not be left unattended at any time.

Windshields, rear and side windows, as well as side view mirrors shall be kept clean at all times. All mirrors should be checked before every route.

Vehicles shall be kept free of all debris and any hazardous objects which could become flying objects in the event of a sudden stop. There should be no loose objects on the vehicle. All personnel belongings should be held or placed under the seat.

Passengers and drivers are required to wear seatbelts at all times. Passengers in wheelchairs are required to wear shoulder straps and lap belts, wheelchairs will be secured safely with (4) four tie down straps at all times.

- A. Drivers shall observe all local and state ordinances pertaining to the proper operation of motor vehicles. Any fines imposed for any violations which were under the drivers' control, shall be the responsibility of the driver. The county and/or agency will not be held responsible for any tickets or charges incurred by a driver for any ticket received while operating a SAT vehicle. Examples would be speeding tickets, seatbelt tickets (for drivers or passengers), or careless and reckless charges. Anything wrong with the vehicle itself should be reported in advance—during the pre-trip inspection—to the transportation coordinator or program assistant. If the vehicle is deemed unsafe, another vehicle will be utilized so proper maintenance can be performed.
- B. Accidents, thefts, breakage, etc., shall be reported to the Supervisor immediately.
- C. The vehicles bear a permanent North Carolina license plate. This subjects anyone driving or riding on the vehicle to close scrutiny. Always drive in a manner complimenting the transportation service. All drivers are expected to drive within the traffic laws and will be reprimanded as necessary for violating the traffic laws.
- D. The vehicles are for the use of providing transportation services. The vehicles shall not be used for any personal business.

Each driver shall complete a daily "walk around" to check the overall condition of the vehicle.

The need for routine maintenance shall be reported to the Office Manager who is responsible for scheduling maintenance of vehicles.

Any concerns with the vehicle should be reported to the Office Manager.

Preventive maintenance checks should be performed daily using the Safety & Maintenance Checklist (Addendum II). Any problems should be reported to the Office Manager.

The Office Manager will schedule the vehicle for changing oil, tires, fluid levels, etc.

Vehicle Breakdown/Incident

In case of vehicle breakdown or other incident which would cause vehicle to not be able to continue the transportation service. Driver must contact the Office Manager immediately for assistance or instruction.

In case of breakdown:

Driver should park the vehicle clear of all traffic, if possible, and activate emergency flashers.

If the vehicle is stalled in the path of traffic, driver should activate emergency flashers. If safety and weather conditions are favorable, passengers may be moved to an area away from the vehicle and out of the path of traffic.

Under no circumstances should the driver leave passengers unattended.

Drivers and passengers shall remain together either in or out of the vehicle. No one shall leave or call for another pickup besides the Office Manager or Operations Supervisor.

The Office Manager will assign another vehicle to transport passengers, if needed. In case of other incident; such as traffic jam due to accident etc.

The driver should contact the Office Manager immediately to give a report of the situation and to receive guidance. The Office Manager will attempt to gather further information to assist in the situation.

Vehicle Accident

The driver shall check each passenger for injury.

Bloodborne Pathogen kits are located under the passenger seat on each vehicle. Each vehicle has a copy of the bloodborne pathogen policies posted.

Daily Vehicle Operation

Drivers must record odometer readings and destination on the designated form each time the van is in use.

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Notify the Transportation Supervisor immediately after the accident.

Drivers shall remain calm and be assuring to the passengers. Drivers should not panic; this will only cause more stress on the passengers.

Provide necessary information to law enforcement personnel, i.e., registration, agency name, office manager name, and cause of accident.

The Director and Transportation Supervisor will go to the scene and check on the driver, passengers, and others involved in the accident, and the vehicle. The Director and Transportation Supervisor may need to go to the hospital to meet passengers and their families.

Medical Emergencies

Pull the vehicle off the road away from traffic.

The driver should be talking to the passengers in a calm and assuring manner.

Determine the nature of the medical emergency.

Contact the Transportation Supervisor immediately. The Transportation Supervisor will be dispatched to the scene and/or the hospital.

IF YOU THINK THERE IS A MEDICAL EMERGENCY, CALL 911.

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Children and Passenger Assistants

One child can ride free per adult. If a parent has two children, they must pay for one or have a second adult ride so the second child can be free. A child is defined as being under the age of 8 or 80 pounds. A passenger assistant may ride free if they are riding to help with the mobility needs of the passenger. *Medicaid Transportation Client's assistants are paid for by Medicaid.

Children riding alone

SAT will not transport a child under the age of 15 unsupervised.

Child safety seats

The child's parent(s) will be responsible for having and installing a child safety seat on the van for transportation services. The child safety seat shall be age and weight appropriate. Children younger than age 8 and less than 80 pounds must have an approved age-appropriate child restraint seat. Children who are 8 or over 80 pounds can be restrained in a properly fitted seat belt. It is the intent of SAT to err on the side of caution when dealing with a child seat and transportation. Additionally, it is the responsibility of the driver to ensure that the child is secured properly and legally. If there is any doubt to the child's age, weight, or restraint system needed, the driver is instructed to contact transit base. All children and passengers will follow North Carolina laws concerning seatbelt usage.

Public Transportation Rider Fares

Public Transportation passengers are required to pay a fare for riding. Rural General Public funds are used to offset 90% of the cost of a trip, but rider fares are expected to offset the remaining 10% of a trip's true cost. SAT has established a fixed fare for all ROAP (Rural Operating Assistance Program) transportation programs. The fares are \$4.00 per round-trip and \$2.00 for additional stops. Fares for one-way is \$2.00.

Cost Sharing - Nutrition Site Passengers

Nutrition Site Clients being transported to sites by SAT are paid for through Home and Community Block Grant Funds administered by the NC Division of Aging, when funding is available. These persons are encouraged to share in the cost of services received. A poster shall be in a designated spot in each van identifying the services subject to State of North Carolina's Division of Aging cost sharing policies and listing the actual cost of a one-way trip with a recommended contribution. A fare box will be available for the riders to deposit their donation. This poster shall be updated on an annual basis.

Cost sharing revenues shall be counted and receipted by two SAT staff members. Contribution revenues shall be forwarded to the Department of Aging office where they will be receipted and forwarded to the Finance Office.

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Passenger Assistance Policy

SAT is committed to providing safe, efficient, and effective transportation services to all residents of Sampson County. The drivers will assist all passengers on and off the vehicle when requested. However, no employee shall go inside a clients' home or on any outside structure connected to the home (porch or deck). There are two exceptions. One, a wheelchair-bound individual can be pushed up or down a wheelchair ramp. This still does not allow the driver to enter the home. The individual is responsible for going in and out of their residence. The second exception is in a life-or-death emergency. At that time, the driver must use their judgment and report to the office as soon as possible. The driver will complete a report by the end of the day.

Passenger Rules: The following rules for passengers shall be observed by all persons riding SAT vehicles. Passengers must also observe any additional rules of SAT. Failure to abide by passenger rules may restrict ridership.

1. Always wait for the van at a safe distance from the road.
2. Take your seat promptly. There are no reserved seats unless there is a medical reason.
3. All passengers must wear seatbelts, wheelchair passengers are to be buckled and shoulder/waist straps in place.
4. Please do not: talk loudly, disturb the driver, use profanity, extend any part of the body out of the van, move or stand up when the vehicle is in motion, eat, drink, chew tobacco, spit, or smoke, or solicit fellow passengers to purchase goods or services.
5. Passengers will not be allowed to board if in the opinion of the driver they are suffering from a drug or alcohol impairment.
6. Individuals must maintain personal hygiene and cleanliness. Failure to do so could lead to denial of transportation.
7. Van drivers have the authority to refuse transportation to a rider if, in their judgement, the rider jeopardizes safety or sanitation standards.
8. It is the rider's responsibility to contact Sampson Area Transportation at 299-0127 and inform them of any changes to their schedule. Any rider who fails to notify SAT and is a "no-show" when the van is dispatched to their location on 3 different occasions within a three-month period will have their riding privileges suspended for 30 days. SAT Office Manager will advise client their riding privileges have been suspended for 30 days. SAT Office Manager will contact that rider at the end of this period to see if they are interested in reestablishing transportation. All DSS and Medicaid related no-shows will be reported to Sampson County DSS.
9. Rider wait time: Wait time is defined as the time a van waits for the client to get on the van either at the home or pickup destination. SAT will wait five (5) minutes from arrival. The driver will use the vehicle's horn in an effort to get the rider's attention. After 5 minutes, the vehicle will continue on its route.
10. It is the rider's responsibility to have the exact fare for their ride. Drivers do not carry change and should not be expected to make change. Riders without the correct fare will not be transported.

Riders Violations OF SAT Policy: Drivers will report violations to the Office Managers or and a warning would be given to passenger. If it occurs again, passenger could be suspended. If the rider is a Medicaid client, SAT will report to the County DSS Medicaid Transportation via an *Incident Report*.

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Scheduling/Routes

Routes shall be established to insure maximum utilization of transportation staff and vehicles.

Routes are established and modified according to participation patterns and requests for service. All routes will be established by SAT within their limits of service. New requests for service will be based on availability of transportation resources within SAT.

Transportation services operate Monday through Friday between the hours of 5:00 AM to 5:00 PM and routing must work within these parameters. Clients are to call into the office and request transportation by 12:00 pm two days before. At sometimes, trips can be added on after the deadline or first thing in the morning, depending on any cancellations of service.

Veterans Transportation Out of County

Appointments for VA trips should be made between 7am and 12pm. Appointments for specialist traveling from other hospitals can be extended to 2pm. The Veterans Service Officer can assist in verifying the need for appointments after 12pm. Clients who are requesting "walk-in" appointments will be referred to the Sampson County Veterans Officer for help in obtaining an appointment. If a rider needs lab-work done, the VA service officer has the ability to certify that the client is in the computer for lab-work and can be seen on a "first-come, first-serve" basis. SAT will also group up more clients if possible. There will be an occasion that one (1) client will be on the schedule for a particular day and a separate client on the schedule for the next day. The Transportation Operations Supervisor or Transportation Office Manager will talk to the clients to see if one appointment can be changed to the next day. The Veterans Service Officer will be contacted if needed to help with this change. Appointments for lab work are one example that can be re-scheduled.

The fare for out-of-county veteran trips is \$5.00.

Complaint Policy

Sampson Area Transportation system is a coordinated rural transportation program serving Sampson County. The system provides transportation for the elderly, the disabled, community college students, and the general public to medical and educational facilities, nutrition centers, employment, and general shopping locations. As a service provider, it is the intent of the agency that employees treat all passengers with respect and courtesy.

If any employee should receive a complaint from a passenger or anyone else regarding the transportation system, the employee will report the complaint to the Transportation Supervisor immediately. The information necessary to provide a response is the person's

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name, address, and telephone number, if possible, as well as the specifics of the complaint. A complaint form must be completed. See attachment. If the complainant would prefer to call the transportation office, provide them with the telephone number.

Suggestions are also welcome from anyone and will be treated with the same consideration as a complaint. All complaints and suggestions will receive a written response as expeditiously as possible.

See also the Sampson County Title VI policy.

Service Animals Policy

Service animals accompanying a passenger with a disability will be allowed to ride on S.A.T. vehicles. If the driver is in doubt about an animal, they can ask (1) if it is a service animal, and; (2) What work or task the animal has been trained to perform. There are a variety of animals used to assist a passenger in traveling and other life necessities. These animals may be dogs, monkeys, Vietnamese Pigmy Pigs and some breeds of birds. The driver must realize that these animals are harm-less and are needed by the passenger in order to live an independent life. American with Disabilities Act 49 CFR 37.167

Charter Policy

SAT does not actively seek to provide charter vehicles as defined in 49 CFR Part 604.

School Transportation Policy

This policy is written to establish guidelines for Sampson Area Transportation to comply with 49 CFR Part 605. These regulations prohibit recipients and sub-recipients of federal transit assistance from providing exclusive public-school transportation service. These guidelines relate directly to transportation services to or from instructional programs that are provided during the regularly organized school day. Head Start is not defined as a school by the Federal Transit Administration. Transportation to Child Development Centers is classified as human service transportation and therefore is not affected by the exclusive school transportation service regulations.

Policy:
Sampson Area Transportation will not provide school related transportation. Exclusive school transportation service is defined as any trip provided by a transportation system for which passengers are restricted only to students being transported to or from school or to or from school activities.

Driver

Department: Transportation

FLSA Status: Non-Exempt

General Definition of Work

Performs intermediate semiskilled work providing transportation to citizens on an assigned route, assisting passengers, monitoring equipment maintenance, maintaining trip logs, records and reports, and related work as apparent or assigned. Work is performed under the limited supervision of the Transportation Services Director.

Qualification Requirements

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable an individual with disabilities to perform the essential functions.

Essential Functions

- Operates transit vehicle on an assigned route and schedule.
- Performs daily inspections of vehicle; reports defects and/or maintenance needs.
- Transports citizens, children and the physically and mentally disabled to doctors, on business or shopping trips, outings, points of interest, employment and daycare; returns them to their homes.
- Assists passengers entering and leaving the vehicle, when necessary; carries packages for passengers when necessary; operates wheelchair lift.
- Prepares trip records regarding fares, mileage, passengers, times, etc.; prepares and submits incident/accident reports as needed.
- Provides information and directions to passengers and the general public.
- Operates two-way radio and/or cell phone; reports unusual traffic conditions, bus conditions, passenger emergencies or other problems.

Knowledge, Skills and Abilities

General knowledge of the principles and practices of operating and servicing motor vehicles; general knowledge of the traffic laws and regulations governing motor vehicle operation; general knowledge of the geography of the County, surrounding areas, and the location of streets and important buildings; general knowledge of the Americans with Disabilities Act; skill and care in the operation of the equipment; ability to deal tactfully with participants; ability to understand and follow oral and written directions; ability to establish and maintain effective working relationships with associates and the general public.

Education and Experience

High school diploma or GED and moderate experience in the operation of motorized equipment, or equivalent combination of education and experience.

Physical Requirements

This work requires the occasional exertion of up to 50 pounds of force; work regularly requires sitting, speaking or hearing, using hands to finger, handle or feel, reaching with hands and arms and repetitive motions and occasionally requires standing, walking, climbing or balancing, stooping, kneeling, crouching or crawling, tasting or smelling, pushing or pulling and lifting; work has standard vision requirements; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, operating motor vehicles or equipment and observing general surroundings and activities; work frequently requires exposure to outdoor weather conditions and occasionally requires exposure to fumes or airborne particles, exposure to vibration and exposure to bloodborne pathogens and may be required to wear specialized personal protective equipment; work is generally in a moderately noisy location (e.g. business office, light traffic).

Special Requirements

DRIVER/EMPLOYEE SELECTION & TRAINING

JOB DESCRIPTIONS FOR DRIVERS AND OTHER SAFETY SENSITIVE PERSONNEL

The following positions are considered safety-sensitive:

1. Fulltime and part-time drivers
 2. Administrative Staff – Transportation Supervisor, Office Manager
 3. Volunteer Drivers
- Any other volunteer that receives any type of compensation

Must have clean driving record upon hire.
Obtain CPR and First Aid certifications within six months of hire.
Valid commercial driver's license in the State of North Carolina.

Last Revised: 5/19/2014

Transportation Operations Supervisor

Department: Transportation

FLSA Status: Exempt

General Definition of Work

Performs difficult skilled technical and administrative work planning, directing, coordinating and supervising the transportation services and staff, preparing and monitoring grants, preparing and processing billings, preparing and maintaining records and files, and related work as apparent or assigned. Work is performed under the general direction of the Director of Sampson Area Transportation. Divisional supervision is exercised over all personnel within the division.

Qualification Requirements

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable an individual with disabilities to perform the essential functions.

Essential Functions

- Recruits and selects personnel; assigns, directs and inspects the work of staff; disciplines and evaluates staff performance; develops staff schedules; reviews trip schedules.
- Researches federal and state sources for available funding assistance; assists with and/or prepares grant applications; monitors grant funds and expenditures; prepares related financial and statistical reports and invoices.
- Answers phone; receives and responds to inquiries; resolves passenger and citizen complaints regarding transit services; performs client intake and explains program policies and procedures.
- Develops and implements department policies and procedures; ensures compliance with government regulations; maintains current knowledge of transportation issues.
- Assists with the operation of two-way radio and/or cell phone; reports unusual traffic conditions, bus condition, passenger emergencies or other problems.
- Oversees the maintenance of vehicles, office equipment, building and grounds and wheelchair lift stations.
- Prepares and maintains a variety of records, reports and logs.
- Oversees and participates in mandated training including federal laws and regulations, transportation safety, drug and alcohol abuse, etc.
- This position is identified as the safety officer for the transportation system. The roles and responsibilities are: Maintains full knowledge of all standard and emergency operating procedures; performs safety audits of operations; ensures that employees make safety a primary concern when on the job; actively investigates all incidents and accidents; prohibits unsafe conduct and conditions; conducts quarterly safety meetings with staff which are a vital part of safety atmosphere; receives and responds to any safety concerns raised by employees; reports to management any safety concerns or possible hazards.

Knowledge, Skills and Abilities

Comprehensive knowledge of the safe and efficient operation of transit vehicles; thorough knowledge of the principles, practices, methods and equipment related to public transportation operations; thorough knowledge of the geography of the County, surrounding areas, and the location of streets and important buildings; thorough knowledge of area traffic laws; thorough knowledge of federal, state and local laws governing vehicular movements; ability to plan, organize, direct, evaluate and supervise the work of others; ability to express ideas clearly and accurately orally and in writing; ability to prepare and present financial reports; ability to prepare and maintain

complex financial records, prepare and monitor grant funds; ability to establish and maintain effective working relationships with state and county officials, associates, employees and the general public.

Education and Experience

Associates/Technical degree with coursework in transportation, business or public administration, or related field and considerable experience in public transportation planning/management with some supervisory experience, or equivalent combination of education and experience.

Physical Requirements

This work requires the occasional exertion of up to 50 pounds of force; work regularly requires sitting, speaking or hearing and using hands to finger, handle or feel, frequently requires repetitive motions and occasionally requires standing, walking, reaching with hands and arms, pushing or pulling and lifting; work has standard vision requirements; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; work requires preparing and analyzing written or computer data, operating motor vehicles or equipment and observing general surroundings and activities; work occasionally requires exposure to outdoor weather conditions and exposure to bloodborne pathogens and may be required to wear specialized personal protective equipment; work is generally in a moderately noisy location (e.g. business office, light traffic).

Special Requirements

Obtain CPR and First Aid certification within six months of hire.
CDL preferred.
Valid driver's license in the State of North Carolina.

Last Revised: 5/20/2014

Transportation Office Manager

Department: Transportation

FLSA Status: Non-Exempt

General Definition of Work

Performs difficult skilled administrative support work coordinating transportation to meet the various needs of the citizens, supervising and training Drivers, ensuring proper maintenance of transit vehicles, and related work as apparent or assigned. Work is performed under the limited supervision of the Transportation Operations Supervisor. Continuous supervision is exercised over assigned personnel.

Qualification Requirements

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable an individual with disabilities to perform the essential functions.

Essential Functions

Develops and provides scheduling of transportation vehicles and Drivers; develops daily routes and Driver manifests using automated software.

Operates two-way radio and/or cell phone; reports unusual traffic conditions, bus condition, passenger emergencies or other problems.

Assists in the recruitment and selection of department personnel; supervises, assigns, directs, trains and inspects the work of staff; disciplines, coaches, counsels and evaluates staff performance; reviews and approves timesheets and leave requests.

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Transportation Director

Department: Transportation

FLSA Status: Exempt

General Definition of Work

Performs complex administrative work planning and directing the operation of the Transportation Services and related work as apparent or assigned. Work involves setting policies and goals under the direction of the County Manager. Departmental supervision is exercised over all personnel within the department

Qualification Requirements

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable an individual with disabilities to perform the essential functions.

Essential Functions

Coordinates transportation for human service agencies and general public in a cost-efficient manner.

Develops and administers operational and administrative budget.

Oversees public relations and outreach for programs and special activities.

Researches federal and state sources for available funding assistance; prepares all grant applications.

Monitors grant funds and expenditures; prepares request for reimbursement for CTP grants.

Develops, implements and maintains departmental policies and procedures; ensures compliance with government regulations.

Assures the timely completion of all local, state, and federal reports as required by the County, NCDOT, and/or FTA.

Prepares workbooks for yearly compliance reviews and follow-up.

Acts as the Title VI officer for department; trans staff upon hire and yearly thereafter.

Develops and plans for Quarterly rider surveys, compiles survey results and submits to NCDOT.

Develops and implements yearly success plan.

Approves quarterly agenda and attends the Transportation Advisory Board meetings; prepares reports and makes presentations on services provided and provides statistical information; and recommends grant applications and service changes.

Attends Board of Commissioner meetings; reports on services and recommends grant applications, service changes, etc.

Reviews and approves all purchases.

Prepares and maintains a variety of records, reports and logs.

Knowledge, Skills and Abilities

Comprehensive knowledge of the safe and efficient operation of transit vehicles; comprehensive knowledge of the principles, practices, methods and equipment related to public transportation operations; comprehensive knowledge of the geography of the County, surrounding areas, and the location of streets and important buildings; comprehensive knowledge of area traffic laws; comprehensive knowledge of federal, state and local laws governing vehicular movements; ability to plan, organize, direct, evaluate and supervise the work of others; ability to express ideas clearly and accurately orally and in writing; ability to prepare and present financial reports; ability to prepare and maintain complex financial records, prepare and monitor grant funds; ability to establish and maintain effective working relationships with state and county officials, associates, employees and the general public.

Education and Experience

Bachelor's degree with coursework in transportation, business or public administration, or related field and considerable experience in public transportation planning/management with considerable supervisory experience, or equivalent combination of education and experience.

Receives inquiries, complaints and service requests and resolves them according to established policies and procedures; changes or cancels passenger trips upon request.

Coordinates passenger pick-up and drop-off times within allowed timeframes.

Maintains complex and detailed files and records; prepares travel expense reports; maintains customer and destination databases; verifies records for accuracy and completeness.

Performs daily review of trip inspection reports; reports and corrects safety issues; prepares work orders for and schedules vehicle maintenance and repair.

Performs the duties of Driver when needed.

Attends conferences and meetings as needed to maintain knowledge of driving and transportation laws.

Purchases supplies and maintains inventory.

Knowledge, Skills and Abilities

Thorough knowledge of the safe and efficient operation of transit vehicles; thorough knowledge of departmental equipment, programs and procedures; thorough knowledge of the geography of the County, surrounding areas, and the location of streets and important buildings; thorough knowledge of area traffic laws; ability to plan, organize and direct the work of others; ability to express ideas clearly and accurately orally and in writing; ability to collect, summarize and present detailed information; ability to maintain detailed records; ability to operate transit vehicles safely and efficiently and to train less experienced operators regarding same; ability to establish and maintain effective working relationships with subordinates, other employees and the general public.

Education and Experience

Associates/Technical degree with coursework in business administration, or related field and moderate experience as a transit operator with some supervisory responsibilities, or equivalent combination of education and experience.

Physical Requirements

This work requires the frequent exertion of up to 10 pounds of force and occasional exertion of up to 50 pounds of force; work regularly requires sitting, speaking or hearing and using hands to finger, handle or feel, frequently requires reaching with hands and arms and repetitive motions and occasionally requires standing, walking, stooping, kneeling, crouching or crawling, pushing or pulling and lifting; work has standard vision requirements; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, operating motor vehicles or equipment and observing general surroundings and activities; work occasionally requires working near moving mechanical parts, exposure to fumes or airborne particles, exposure to outdoor weather conditions, exposure to vibration and exposure to bloodborne pathogens and may be required to wear specialized personal protective equipment; work is generally in a very quiet location (e.g. park trail, storage or file room).

Special Requirements

Clean driving record upon hire.

First Aid and CPR certification within six months of employment.

Valid commercial driver's license in the State of North Carolina.

Last Revised: 5/19/2014

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Physical Requirements

This work requires the occasional exertion of up to 50 pounds of force; work regularly requires sitting, speaking or hearing and using hands to finger, handle or feel, frequently requires repetitive motions and occasionally requires standing, walking, reaching with hands and arms, pushing or pulling and lifting; work has standard vision requirements; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; work requires preparing and analyzing written or computer data, operating motor vehicles or equipment and observing general surroundings and activities; work occasionally requires exposure to outdoor weather conditions and exposure to blood borne pathogens and may be required to wear specialized personal protective equipment; work is generally in a moderately noisy location (e.g. business office, light traffic).

Special Requirements

Complete NIMS 100, 200, 300, 700, 800 training within six months of hire.

Valid driver's license in the State of North Carolina.

Must respond in accordance with pre-identified emergency response assignment in the event of an emergency declaration by County Emergency Management/Administration.

Obtain CPR and First Aid certifications within six months of hire.

Last Revised: 1/8/2018

Initial Hire Procedures Minimum qualifications for Employees

Background

In an effort to ensure that the most competent and safe drivers/employees are employed at Sampson Area Transportation the following eligibility requirements must be met by each prospective/current employee seeking/holding a position as a driver/employee of a transit vehicle.

QUALIFICATIONS

Application

Each potential employee shall complete a written application. The application process will start at the local Employment Securities Commission. ESC will hold the applications till the cut-off date and then send them over to the Transportation Director. At that time, the Director and the Transportation Supervisor will review the applications and select those best qualified for interviews.

Interviews

The Director, Transportation Supervisor, and Office Manager shall interview each potential employee. Each interviewer will have a copy of the interview questions and will make notes concerning the prospective employee's answers.

Physical Requirements – Drivers, Transportation Operation Supervisor, Transportation Office Manager

Each applicant must meet the requirements defined in 49 CFR Part 391.41 of the Federal Motor Carrier Safety Regulations. In addition to the following requirements:

- a. Eyesight – Drivers must have vision in both eyes, normal depth perception, normal peripheral vision and be free of any disease or condition that could impair vision. Drivers must have 20/40 vision in each eye with or without corrections, and 140 degrees or better horizontal vision. Drivers must be able to distinguish between green, red and yellow.
- b. Hearing – Drivers shall have adequate hearing to assure safe response to vehicle horns, emergency vehicle sirens, and train signals.
- c. Physical Ability: Must have the physical strength to assist wheelchair passenger and other ADA passengers when loading and unloading the vehicle.

Age

Drivers shall be at least twenty-one (21) years of age.

Knowledge of English

Drivers/employees shall be able to read, write and speak the English language.

Driver/Transportation Supervisor and Office Manager Requirements

Drivers transporting people shall hold a valid NC Driver's License or Commercial Driver's License as appropriate. In order to be considered for employment all potential employees must provide a printout of the Bureau of Motor Vehicle (DMV) report issued within the past ten (10) days. **In no case will an individual be given a road test, placed in training or allowed to operate an agency vehicle without a DMV check that is in compliance with this policy and has been approved by the Director.**

The criteria include:

- Good driving record with no Driving While Intoxicated (DWI), Driving Under the Influence (DUI) or similar charges, reckless driving, railroad crossing violations or leaving the scene of an accident offenses.
- No more than a total of two moving violations or accidents within the last three years.
- No suspended or revoked licenses within the past five (5) years for moving violations or violations of criminal laws.
- Any combination of violations, unfavorable road observations or accidents that indicates a pattern of unsafe vehicle operation behavior, whether on or off the job.
- Minimum of two (2) years driving experience.
- Ability to perform simple math.
- Reasonable knowledge of the service area and ability to read basic maps.
- A road test given by a designated Agency Supervisor is required.
- Will also adhere to any and all Sampson County Employees provisions as well.

Operating Skills

Drivers shall have experience in safely driving some type of motor vehicle (including private automobile) for not less than five (5) years, including experience throughout the four seasons.

Criminal Record Checks – For all safety sensitive employees

An original statewide criminal record check, issued within the past 10 days, shall be obtained as part of the application process. Persons with felony convictions of any sort are unacceptable. Other unacceptable convictions include crimes of violence, drug usage or sales, physical abuse, fraud or theft. A pattern of unlawful behavior shall also disqualify an applicant. The Transportation Supervisor or Director will obtain the statewide criminal record check for applicant. The statewide criminal record check will be reviewed by Transportation Supervisor and/or Director prior to hiring any employee.

PROCEDURES FOR SELECTING A SAFE DRIVER

NEW HIRE QUESTIONS

When hiring vehicle operators, be sure to have the driver candidates undergo the following:

- A pre-employment driving test
- A pre-employment physical exam
- Submission of DMV report (five years)
- Pre-employment drug testing
- Basic training in driver skills
- Orientation based on individual skills
- Defensive driving skills training
- Refresher driver training (if applicable)
- Customer Sensitivity Training
- ADA Requirement Training (Wheelchair Lift and Securement)
- Emergency Procedure Training (Evacuating)

- How well do you know the layout of Sampson County?
- Have you ever worked with the public? If yes, explain.
- What experience have you had with public transportation?
- Have you ever been convicted of a crime? If yes, explain.
- Have you ever had a positive DOT drug or alcohol test?
- Have you ever been terminated or asked to leave a job?
- How do you accept criticism?
- What is your availability to work during the week? How early can you report to work or how late can you stay?
- Are there any physical limitations that would prevent you from operating a lift?
- Have you worked with elderly, disabled, or the general public before?
- SAT counts on drivers to solve problems that come up quickly. Can you give us an example of this happening to you in a previous job?
- What experience have you had in documentation of information?

SAT will have the Transportation Supervisor, Office Manager and Director in the interview process. Each will take turns asking these questions and any others that seem reasonable.

MOTOR VEHICLE BACKGROUND CHECK

Motor Vehicle Background checks will be conducted on all Drivers, Transportation Supervisor and Office Manager prior to hire and yearly thereafter by the Transportation Office Manager. The Motor Vehicle Background Check authorization form will be signed by potential employee for the first background check.

Yearly Reviews: In January of each year, the Transportation Office Manager will conduct a review on every driver's motor vehicle record checking for driving infractions or other moving violations. All records obtained will be kept in the Employee Driving Records Notebook. The Emergency Management Office conducts the reviews for us upon request. The record received for each driver will be reviewed by the Transportation Office Manager or Transportation Supervisor; signed and dated upon completion of review.

MOTOR VEHICLE BACKGROUND CHECK

Last Name: _____ First: _____ Middle: _____
Date of Birth: ___/___/___ Social Security #: _____
Driver's License #: _____ State: _____ Exp. Date: ___/___/___
Department: _____ Building: _____

I authorize all corporations, former employers, credit agencies, educational institutions, law enforcement agencies, city, state, county, and federal courts, military services, and persons to release information they may have about me to the person or company with which this form has been filed. This releases the aforesaid parties from any liability and responsibility for collecting the above information.

Signature _____ Date: ___/___/___

Sampson County policy states that a driver license check will be done yearly. That will be documented in the individual training folder. Any other information dealing with these issues will be in the same place.

In January of each year, the Transportation Supervisor and Office Manager will review each drivers training record, looking for the due dates of all licenses, certifications, and other safety-related issues. Each driver's license will be checked through DMV for driving infractions or other moving violations. All records obtained will be kept in the training log and the master driver's log. If an employee has not received required training or a certification is outdated, the Transportation Supervisor will immediately work with employee to receive the required training or get recertified.

EMPLOYEE INFORMATION MONITORING POLICY

EMPLOYEE TRAINING PROGRAM

Sampson Area Transportation will meet all federal and state guidelines, regulations and laws regarding the safe transportation of their passengers by meeting the Minimum Training Standards for each employee.

Most employee training sessions are on site; however, employees may attend sessions at other locations as deemed necessary or appropriate.

Required training for employees is listed by job title:

Drivers

General Comments

- All new hires must complete all of the minimum training requirements listed below before operating a transit vehicle unsupervised in revenue service.
- Reflective vest will be worn by drivers when performing job functions.
- Drivers that are not meeting proficiency, expert performance level, will be given remedial training until they are proficient.
- Refresher (annual) training will be completed annually (within 1-year of last training date)
 - Refresher or remedial training can be done anytime an employee request such training.
 - Training is provided quarterly.
- All of the training materials and documentation will be on file for review by the NCDOT/PTD in the employees training notebook.
- All training records will be kept on file for a minimum of five (5) years. Records will include a roster with the name of the course, signature of individuals trained, date of course, the instructor's name and or type of instruction (ex: self-instruction)
- Training reports will be sent in quarterly to NCDOT/PTD – Safety and Security Specialist quarterly.

Minimum Training Requirements

Defensive Driving

- Training completed upon hire and annually
 - Inclement weather
 - Brake Failure/rapid tire deflation
 - Crossing railroad tracks
 - Proper use of PPE equipment

Americans with Disabilities Act (ADA)

- Training completed upon hire and annually in the following areas:
 - Sensitivity training
 - Passenger assistance
 - Wheelchair handling
 - Wheelchair securement (passenger and mobility)

- Wheelchair lift inspection
- Wheelchair lift operation (normal and emergency)
- All drivers will be trained to "proficiency", which is defined as expert performance as required by ADA.

Bloodborne Pathogens

- Training completed upon hire and annually
- Training content will be completed by OSHA standards

Emergency Procedures

- Training completed upon hire and annually in the following areas:
 - Communication and notification procedures: including operation of communication equipment.
 - Accident/Incident reporting procedures
 - Passenger handling procedures
 - Driver and passenger security training
 - Emergency evacuation procedures and training
 - Emergency equipment usage
 - First aid (drivers must be trained in first aide to include use of kit)
 - Bloodborne Pathogens (drivers must be trained in bloodborne pathogens to include use of kit and transit system specific engineering controls to minimize driver exposure, cleanup procedures and waste disposal)
 - Emergency triangles (drivers must be trained to properly setup equipment)
 - Fire extinguishers (drivers must be trained to properly inspect and use equipment)
 - Web cutter (drivers must be trained to properly use equipment)
 - We participate in our local Emergency Management drills when available.

Ride Check – Driver Evaluation Form

- Training must be completed upon hire and annually.
- Ride checks are performed on all newly hired drivers before being allowed to operate a transit vehicle unsupervised in revenue service.
- All drivers will have an annual evaluation to assess the driver's performance of techniques, skills and knowledge gained through training of each of the above categories.
- If any deficiencies are noted, comments will be made in the comments section on the ride check – driver evaluation form. Remedial training will be done immediately, if possible, but if not possible within two business days. After remedial training a deficiencies follow-up ride check will be conducted, and a new ride check form will be completed on those items.
 - Remedial training will be done on any item listed on the ride check form that was not done properly. Some remedial training can be done immediately while the ride check is being reviewed, while some discussions will be in a classroom or office setting.

Illegal Drug Use

- Training shall be done upon hire

- Training will include the effects and consequences of prohibited drug use on personal health, safety, and the work environment, and on the signs and symptoms that may indicate prohibited drug use.

Other training that will be provided

- Map reading
- Routing and route structure
- Fare collections

The transportation department has training modules available for review at any time. Any appropriate on-line training will be made available to transit workers.

Transportation Supervisor and Office Manager

The Transportation Supervisor and Transportation Office Manager will receive the same minimum training as drivers. (See above). The Director Transportation will be responsible for making sure all training has been completed and documented in training records.

Other Training requirements are as follows:

- Policies and Procedures
 - o SSP
 - o County Personnel Policy
 - o Transportation General Policies

Remedial Training

- o Remedial training will be provided as needed in addition to the required annual training.
- o Drivers that are not meeting proficiency, **expert performance level**, must be given remedial training until they are proficient.

NEW HIRE TRAINING LOGS	
License Check	
Ride Check	
Policies & Procedures included in SSP	
Driver Handbook	
Bloodborne Pathogens-Video	
Bloodborne Pathogen-Hands on	
ADA	
Title VI/Civil Rights	
Defensive Driving	
Vehicle Evacuation	
Pre & Post Inspection	
Tablets	
Fares	
Wheelchair Securement-Video	
Wheelchair Securement-Hands on	
Smoking & Electronics Policy	
W/C Lift Training	
Conflict of Interest & Ethics Policy	
2 The Point Training	
Job Description	
Prohibited Drug Use (NRTAP Website)	
Zero Tolerance D&A Policy	

Printed Name: _____
 Signature: _____
 Date: _____

Driver's Training Logs

DRIVER NAME:	Signature and Date
License Check	
Ride Check	
First Aid	
Blood borne Pathogens (Video) & Hands on	
ADA	
Defensive Driving	
Vehicle Evacuation	
Wheelchair Securement (DVD) & Hands On	
Lift Training (Video)	
Effects & Consequences of Prohibited Drug Use (Videos)	
Zero Tolerance Drug & Alcohol Testing Policy	
Fire Extinguisher Training	
Civil Rights/ Title VI	
Criminal Background Check	

One-on-One Training Form

Date of Evaluation _____
 Driver's Name _____
 Evaluator's Name/Position _____

Vehicle Condition

- Daily pre-trip inspection complete/documented
- Web cutter and emergency triangles are available
- Registration and insurance card in vehicle
- Driver's license/logs with driver
- Vehicle exterior clean
- Vehicle interior clean
- Dashboard/windshield area clear of all objects
- Tie downs clean/stored in box
- Seat belts in good working condition
- Fire extinguisher is available, serviceable, properly mounted/ tagged
- First Aid/Bloodborne pathogen kit available in vehicle
- Communications system operable
- Daily defect report filled out
- Lift operational check
- Keeps logs up to date
- Inspect emergency door, hatch & windows

Passenger Reception

- Confirms identity/destination of passenger
- Greets passenger in a friendly manner
- Uses proper assistance techniques (What are the driver's responsibilities?)
- Assists passengers to and from the vehicle door if needed
- Avoids use of AM/FM radio
- Uses correct ADA language at all times

Performance While In-route

- Driver uses correct posture when driving
- Both hands on steering wheel
- Driver and passengers use seatbelts
- Driver gets out of vehicle and looks before backing
- Adjust mirrors before moving vehicle. Keeps eyes moving
- Signals entry into traffic every time. Leaves himself/herself an out
- Moves vehicle smoothly while slowing braking and stopping. Make sure they see you.
- Telegraphs use of brake or flashers when stopping
- Moves at appropriate speeds for current road conditions
- Uses proper caution at intersections
- Anticipates stale green lights (slow down)

- Stops at all railroad crossings
- Comes to a complete stop, leaving private property
- Uses proper lane changing procedure
- Stops behind line or plane at intersections
- Observes proper communication procedures
- Uses turn signals properly
- Maintains order in vehicle
- Maintains scheduled stops and pick-ups
- Uses four second distance rule, adds seconds to following distance when driving conditions change...keep safety cushion

Passenger Discharge

- Uses parking brake when de-boarding passengers
- Stops proper distance from curb. Assist passengers off vehicle (when needed or when passengers request help)
- Renders adequate assistance to wheelchair passengers
- Advises Base when leaving vehicle and upon return to vehicle
- Makes sure passenger is safely inside of destination before leaving property
- Follows passenger's instruction for assistance when needed

Comments _____

Course of Action (required/taken) _____

Driver's Signature	Date
Supervisor's Signature	Date

RIDE CHECK
DRIVER PERFORMANCE EVALUATION EXPLANATION

Presses the brakes slightly to warn tailgaters to slow down or uses flashers when coming to a quick stop.
 Does not whip around corners. Slows down to 2 to 5 miles per hour when turning corners. Positions vehicle for proper safe turns. (Squares the corner.)
 Does not travel too slow or too fast for conditions on the road or for the posted speed limit.
 Does not enter intersection without proper caution, uses the four second rule. Keeps safety cushion under control.
 Slows down when green light has been green for some time at a distance.
 Checks mirrors, looks over shoulder, signals, moves into passing lane, signals and returns to proper lane.
 Leaves (*himself/herself*) an out.
 Signals at proper distance for an intended turn. Cancels signal when maneuver is completed.
 Does not allow profanity or misbehavior in the vehicle.
 Keeps on schedule safely but does not jeopardize safety for schedule.
 Only transports passenger on route schedule. No unauthorized passengers or stops.
 Maintains a safe distance when following some one in all weather conditions.

PASSENGER DISCHARGE:

The Driver...
 Uses parking brake when loading or unloading passengers.
 Stops the vehicle 6 inches to 4 feet from curb to discharge passengers. Assists passenger off vehicle. Assists all passengers as required.
 Advises dispatcher of absence from vehicle and advises dispatcher of return to vehicle.
 Does not leave elderly and disabled passengers unattended. Makes sure they are in the hands of caretakers or inside their homes/destinations before driver leaves the property (case by case judgments).

VEHICLE CONDITION

The Driver...
 Performs a pre-trip inspection and completely fills out the pre-trip inspection form before starting the first run of the day.
 Ensure registration and insurance cards are current and available.
 Has driver license in possession and current route logs on person at all times.
 Vehicle is clean on exterior.
 Vehicle is kept clean inside at all times.
 Nothing is on the dashboard, rear view mirror, or sun visors that could create a hazardous situation.
 Safely attaches tie down straps into floor tracks and use the four-point tie down on wheelchairs.
 Removes tie downs from floor after each use. Stores tie down straps in their proper place.
 Seat belts/tie down straps are not tangled, missing or broken.
 Checks fire extinguisher for serviceability and expiration date.
 Checks the first aid and Bloodborne Pathogen Kits regularly (PPE) and re-supplies when needed.
 Ensures web cutter and emergency triangles are available.
 Checks batteries daily to make sure flashlight is usable. (If applicable)
 Tests the two-way radio and/or other communication device for operability.
 Child seats are placed in vehicle properly and stowed when not in use.
 Fills out daily defect report correctly.
 Keeps logs up to date as trip is completed for each passenger.

PASSENGER RECEPTION

The Driver...
 Asks the name of the passenger and the destination before boarding, unless the passenger is a subscription rider.
 Is available at the door to assist the passenger on or off the vehicle (if needed).
 Acts courteously, offers help by asking, "may I help" or "how may I help you?"
 Follows guidance from the passenger, if help is needed.
 Uses the passenger's instructions to assist in boarding and exiting the vehicle, if needed.
 Stops the vehicle six (6) inches or four (4) feet from curb to keep passengers from falling off the vehicle as they load and unload. (This depends on the stopping or parking situation.)
 Uses AM or FM radio only when passengers are not aboard, then only for the news and weather forecast.
 Uses correct language under ADA guidelines. (Refer to the ADA handout given to drivers who have taken the SNAAP training.)

PERFORMANCE IN-ROUTE

The Driver...
 Does not slouch in the seat while driving. Arms are not on or out of the window frame.
 Both hands are on the steering wheel at the 9 and 3 or the 10 and 2 position. Gets the big picture.
 Clothing should be appropriate for job.
 Uses seat belt correctly and requires correct use of seat belt for all passengers.
 Gets out and looks behind vehicle, for obstacles, before backing.
 Adjusts mirrors before leaving base (for safety and visibility). Keeps eyes moving.
 Uses signals for all maneuvers in traffic. Leaves an out.
 Does not jerk the vehicle when stopping and starting. Uses the brakes without stomping or slamming (stops vehicle smoothly).

**SAMPSON AREA TRANSPORTATION
EMPLOYEE CONDUCT POLICY**

No employee of Sampson Area Transportation shall have the authority to make statements on behalf of SAT without prior approval of the system manager. All employees shall conduct themselves in such a manner which shall bring credit to the SAT organization or to the particular subcontractor to which the employee is attached.

Behavior of any employee which may affect the safety and well being of other employees of Sampson Area Transportation or subcontractor, or to personnel served by SAT or subcontractor, shall be cause for disciplinary action, whether or not such behavior relates to proper performance of the employee's job.

Defensive Driving/Vehicle Operations

Pre-Post Trip Inspection Sheet

Each driver will be responsible for filling out a pre/post trip inspection sheet everyday. This will be done before the route is started and again when the driver is done with the vehicle for the day. Blank copies are kept in all vans and in the program assistant's office. The driver is required to do a "walk-around" checking visually for problems with the van. All other items on the inspection sheet must be done and either initialed or checked by the driver. If something wrong is found, the driver will notate the problem and take the sheet to the program assistant, who will double check the problem and make arrangements for it to be fixed. Any problem that makes the van unsafe to operate will cause the van to be taken off the road until fixed. With vehicles having a lift, the wheelchair lift will need to go through one complete cycle. If a problem comes up while the van is in-service, the driver will notify the office, notate the problem on the inspection sheet, and the Transportation Supervisor or Office Manager will make arrangements for the van to be fixed. Pre/Post Trip Inspection sheets will be filed and kept for as long as that vehicle remains the property of SAT.

BACKING PROCEDURES

Vehicle backing is strongly discouraged unless it is absolutely necessary. The following procedures are suggested in the event that an operator is required to use the reverse gear:

- Except for backing out of a parking stall, drivers should only back a vehicle when it is absolutely necessary. If it becomes necessary to back the vehicle while the vehicle is in service, a driver should use an adult as a spotter. The spotter should not be asked to exit the vehicle because that can cause the spotter to be vulnerable to injury. Use of a spotter does not relieve the driver of the responsibility to back the vehicle safely.
- Before backing, check carefully in all directions including the rear of the vehicle.
- Turn on the four-way flashers.
- Begin honking the horn (if the vehicle does not have a working 'backing-up' alarm) and continue to give short continuous beeps on the horn while in motion.
- As a rule, when stopping in traffic, stop far enough back to see the rear tires on the vehicle ahead. This allows a driver the ability to go around a stalled vehicle on the left or right if necessary, without the need to reverse direction. This

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- Remain calm and guide your vehicle into an environment where you can slow the vehicle and bring it to a natural stop.
- Look for an outlet. Can you use a natural upgrade to slow the vehicle? Is there a large open parking lot that you can coast across?
- Do not pull the parking brake – you could put the vehicle in a tailspin. As an exception in vans or small buses, it may be necessary to use emergency brake, but you should control the release with your hand to prevent the brake from locking.
- Do not permit the wheels to lock until the vehicle has stopped.

IN-ROUTE PROCEDURES

- Depart on time and stay on schedule, but never at the expense of passenger safety.
- Drive safely and smoothly. Operate at all times on compliance with applicable traffic regulations, ordinances, and laws of the jurisdiction in which the vehicle is being operated.
- Avoid lengthy conversations with passengers, since conversations can distract a driver from safely operating the vehicle.
- A vehicle with passenger doors in the open position should not be operated with passengers aboard. The doors should not be opened until the vehicle is stopped or at a railroad crossing. A vehicle with inoperable doors should not be operated with passengers aboard.
- During darkness, interior lighting and lighting of stepwells on vehicles should be sufficient for passengers to enter and exit safely.
- Passengers should not be permitted in the stepwells of the vehicle nor occupy an area forward of the standee line when the vehicle is in motion.
- Standing passengers should not be permitted on vehicles that are not designed to accommodate standing passengers.
- Fueling the vehicle when passengers are being transported should be avoided unless it is necessary.
- When passengers are aboard, the transit system requires the driver to be secured to the driver's seat with a restraining belt at all times while the vehicle is in motion.
- Vehicles should not be left unattended at any time when passengers are aboard.

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procedure does not always work but it is another good example of how to avoid backing.

- Be sure to stay out of intersections and crosswalks until they are free to traffic. Do not get into positions where backing a large vehicle becomes necessary.
- If the view is obstructed and the driver is in doubt, he or she should exit the vehicle (if it is reasonable safe to do so) to check behind and around it.

CROSSING RAILROAD TRACKS

To ensure that everyone arrives safely at their destination, consistently utilize the following procedures when approaching and crossing railroad tracks:

- Upon approaching the railroad crossing, proceed into the far-right lane.
- Turn on the four-way flashers 100 feet before reaching the tracks the vehicle must stop behind the white line (if a line is present) and not in the path of the crossing barrier.
- Turn off heaters, fans, radios, etc. so that you can hear a train. If necessary, ask passengers to remain silent during the crossing.
- Open the door completely and listen for an approaching train or (if driving a van) open the window completely and listen.
- Look in both track directions as you listen for an approaching train.
- When you can conclude that no train is approaching, close the door (watching the door while it is closing) or window.
- Check your left mirror for traffic.
- Proceed slowly over the tracks to avoid damage to the vehicle.
- Turn off the four-way flashers after the vehicle is past the tracks.

DEALING WITH BRAKE FAILURE PROCEDURES

The guidelines below can assist you in safely maneuvering your vehicle during brake failure:

- Do not force the brake to the floor; you will destroy any chance of rebuilding pressure.
- Gently pump the brake pedal to see if you can restore pressure.
- Sound your horn and flash your lights to alert other drivers.
- Shift to the lowest gear possible.

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- When transporting passengers, drivers should stop at all railroad crossings in compliance with North Carolina Statutes.
- ALL passengers will be required to wear a seatbelt unless they have a note from a doctor excusing them from using a seatbelt. This applies to those clients using a mobility aid.
- Use common sense.
- If any problem with the vehicle comes up while in-service, the driver should immediately notify the office, notate the problem on the pre/post trip inspection sheet, and await instructions. If no office staff is available, and the vehicle can safely make it, the driver should proceed to the mechanic that is used by Sampson Area Transportation.

DEFENSIVE DRIVING

Defensive driving is always being alert to possible accident hazards around your vehicle and taking action to avoid these hazards. Driving defensively will prevent accidents in spite of the incorrect and/or unexpected actions of others and/or bad weather conditions.

Simply knowing how to maneuver your vehicle is not enough to prevent accidents. When you drive defensively, you take control of the situation. When you drive non-defensively, you let the driving situation take control of you. It is far more important to drive defensively than to take the legal right of way. Drivers are expected to adhere to all applicable traffic laws. Even when by law you are right, people can be injured or killed. At the very least, you and your passengers will be inconvenienced by the time needed to investigate an accident and complete the incident reports. A defensive driver will not get into a situation where it may be necessary to take an emergency action to avoid an accident.

QUALITIES OF A GOOD DEFENSIVE DRIVER

A good defensive driver must have the following qualities:

You must be an exceptional driver. You need to know how to maneuver the vehicle you are driving to avoid possible accidents. The better you know how your vehicle maneuvers, the more time you can spend spotting potential accident situations.

You must understand the vehicle you are driving. All vehicles are different to a degree. It's important that you are familiar with the vehicle. Use the pre-trip inspection to familiarize yourself with the van if you have not driven that particular model before.

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You must be physically and mentally prepared to operate a vehicle, spot potential hazards quickly, and continually adjust your driving to avoid hazards. A defensive driver will:

- leave personal problems at home
- be rested and alert
- avoid the use of alcohol and drugs
- look after his/her health

A defensive driver must also maintain a good driving attitude. Defensive driving begins with your attitude. A driver with a good defensive driving attitude will:

- Always assume and prepare for the worst.
- Realize the importance of always being physically and mentally well prepared for driving.
- Understand that the responsibility for avoiding an accident rests in their hands.
- Not allowing themselves to become upset to the point that it affects their driving.
- Assume that all accidents are preventable.
- Not worry about proving who is right and who is wrong, but more concerned about preventing the accident.

MAIN CAUSES OF ACCIDENTS

There are three main causes of accidents:

Other Drivers and Pedestrians. You have little control over the actions of others.

Your Vehicle. You control the conditions of your vehicle by doing a proper pre-trip safety inspection and reporting any problems.

You. You can not control all the factors that might cause an accident; however, you do control yourself and the vehicle. To be a defensive driver you need to be aware of your own abilities and the limits and capabilities of your vehicle. You need to anticipate potential accident situations and then take a defensive, not an emergency action to avoid those hazards.

SAFETY ZONE

In order to avoid hazards, you need to maintain your safety zone. The safety zone is the area around your vehicle that you want to keep clear of hazards. The safety zone consists of the area in front of the vehicle that is determined by proper following distance, 15 feet to each side of the vehicle, and the rear area of the vehicle. The safety zone is affected by the speed of the vehicle, the vehicles around you, and the weather conditions.

EQUIPMENT AS A DEFENSIVE DRIVING TOOL

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Many equipment items on your vehicle are defensive driving tools that you can use to keep the safety zone free of hazards. You must know how and when to use them. They include:

- BRAKES** – The most basic tool for avoiding a hazard.
- MIRRORS** – Enable you to see around your vehicle.
- LIGHTS** – Enable you to see better and be seen better by others.
- TURN SIGNALS** – Inform other vehicles to your direction.
- HORN** – Warns others of your presence.
- DEFROSTER, WINDSHIELD WIPERS AND WASHERS** – Provide clear vision for the driver.

THE MOST IMPORTANT FACTOR IN DEFENSIVE DRIVING IS YOU

You possess defensive driving tools which include:

1. Your ability to spot a hazard, maneuver the vehicle away from it, and warn others.
2. Your knowledge of driving hazards and how to spot them.
3. Your knowledge of the safety zone and how to maintain it.
4. Your knowledge of the rules of the road.
5. Your knowledge of the vehicle equipment.
6. Your skill at maneuvering the vehicle.

BE A SUCCESSFUL DEFENSIVE DRIVER

Driving a vehicle is not an easy job. Defensive driving is critical to your success. Everyday you will encounter possible accident hazards that you will need to avoid. As you learn to use the above-mentioned guidelines and improve your skills, you will become a better defensive driver. You owe this to your passengers, but more importantly, you owe it to yourself to be a safe defensive driver

PRE-CHECK

Before a driver places a vehicle in service, the following pre-check inspection steps will be completed:

Notice general condition. Look for fresh body damage or vehicle leaning to one side. Check the area around the vehicle for hazards to vehicle movement (people, other vehicles, objects, low hanging wires or limbs, etc.) Also, check to see if previously reported problems have been corrected. The driver should also look for any security issues dealing with the van and the parking lot. Any safety or security issue should be relayed to the program assistant and/or notated on the pre-post trip inspection sheet.

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PRE-IGNITION CHECKS (BEFORE THE ENGINE IS STARTED)

Check that the parking brake is on and/or wheels are blocked.

Check the following:

1. Engine oil level.
2. Coolant level in radiator and condition of hoses.
3. Power steering fluid level and hose condition (if so equipped).
4. Windshield washer fluid level.
5. Battery fluid level, connections, and tie downs.
6. Check belts for tightness and excessive wear (alternator, water pump, and air compressor), learn how much "give" the belts should have when adjusted right, and check each one.
7. Leaks in the engine compartment (fuel, coolant, oil, power steering fluid, hydraulic fluid, battery fluid).
8. Cracked, loose, or worn electrical wiring insulation.

STARTING ENGINE

--Make sure the parking brake is applied.

--**DRIVER POSITION** – the driver should be positioned to reach all controls and in position for greatest visibility. Driver comfort should also be considered. If necessary, the seat should be adjusted to put the driver in the optimum position. This is the first pre-ignition step, as mirrors and seat belt adjustments depend on the drivers' position.

--**SEAT BELT** – the driver must use the seat belt. The seat belt should be checked and adjusted to fit snugly across the hips.

--Put gearshift in neutral (or "park" if automatic).

--Start engine and listen for unusual noises.

CHECK GUAGES DURING WARM-UP PERIODS (3 to 5 MINUTES)

OIL PRESSURE—Should come up to normal operating range within seconds after engine is started.

AMMETER/VOLTMETER—Should be in normal range.

COOLANT TEMPERATURE—Should begin gradual rise to normal operating range.

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ENGINE OIL TEMPERATURE—Should begin gradual rise to normal operating range.

WARNING LIGHTS AND BUZZERS—Oil, coolant, charging circuit-warning lights should go off right away after engine is started.

FUEL GAUGE

CHECK CONDITION OF CONTROLS

Check all the following for looseness, sticking, damage, or improper setting:

1. Steering wheel (not too much free play)
2. Clutch (proper free travel)
3. Accelerator (gas pedal)
4. Brake controls (foot and parking)
5. Transmissions controls
6. Horn
7. Windshield wiper/washer
8. Lights (headlights, dimmer switch, turn signals, 4-way flashers, clearance, identification, marker light switch(s))

CHECK MIRRORS AND WINDSHIELD

Inspect mirrors and windshield for cracks, dirt, illegal stickers, or other obstructions to vision. Clean and adjust as necessary.

Mirrors should be adjusted for best visibility.

-inside mirror—should be adjusted to give driver a view of entire vehicle interior and passengers

-outside flat mirrors—should be adjusted so that the driver can see rear tires at ground level in bottom of mirror and the rear bumper near the inside edge.

-outside convex mirrors—should be adjusted to give maximum localized vision of both sides of the vehicle.

Mirrors must be adjusted after drivers have determined their final seating position because a change in driver position usually requires readjustment of mirrors.

CHECK EMERGENCY SAFETY EQUIPMENT

The following items are safety-related equipment. Check with your transit system about these and other items:

- First Aid Kit
- Three red reflective triangles
- Properly charged and rated fire extinguisher
- Accident reporting kit
- Communicable disease kit

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DO WALK AROUND INSPECTION

Always check the interior of the vehicle before driving to ensure rider safety. Aisles and stairwells must always be clear. The following parts of the interior of your vehicle must be in safe working order:

- each handhold and rail
- floor covering
- signaling devices
- emergency exit handles

The seats must be safe for riders. All seats must be securely fastened to the vehicles, unless specifically designed seats that fold up. Never drive with an open or locked emergency exit door. **It is unlawful to lock the emergency exit with passengers on board.** The "Emergency Exit" sign on an emergency door must be clearly visible. If there is a red emergency door light, it must work. Turn it on at night or any other time you use the outside lights. You may lock some emergency roof hatches in a partly open position for fresh air. Do not leave them open as a regular practice. Keep in mind the vehicles higher clearance while driving with roof hatches open.

EXTERIOR

As you check the outside of the vehicle, close any open emergency exits. Also, close any open access panel (for baggage, engine, etc.) before driving. Clean all lights, reflectors, and glass as you proceed.

Check the condition of all tires. Make sure the tires or rims are not bent, missing clamps or lug nuts, and are aligned. Tires should be properly inflated, and the valve stem should not show signs of wear or tear. Double check to see if the spare tire is inflated and that the vehicle has a jack and lug wrench.

CHECK WHEELCHAIR LIFT EQUIPMENT

Wheelchair lift equipment should always be included during your daily inspections. Run the lift through one complete cycle to be sure that the lift is operable before attempting to pick up passengers. Check for frayed or damaged lift cables. Carefully inspect the loading equipment. Look for hazardous protrusions, exposed edges, etc. Make sure that all such items are adequately padded. Make sure that any loading apparatus inside the vehicle is secured to the vehicle to prevent movement during normal operation or in the event of an emergency stop, traffic accident, or vehicle overturn. A

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1. Turn on the four-way flashers 300 feet before reaching the tracks.
2. Move as far to the right as is safely possible.
3. Stop the vehicle no closer than 15 feet and no further than 50 feet away from the track. The vehicle must stop behind the white line (if present) and not in the path of the crossing barrier.
4. Open the front door (or roll window down in vans) completely.
5. Look in both directions and listen for the approaching train.
6. When no train is approaching, close the front door and watch the door while it is closing.
7. Check the left mirror for traffic.
8. Proceed slowly over the tracks to avoid damage to the vehicle.
9. Turn off four-way flashers after the bus is past the tracks.

PEDESTRIANS AND BICYCLISTS

A driver must slow down or come to a complete stop when pedestrians are crossing the street. A driver must always yield the right of way to all pedestrians and bicyclists.

DISTRACTING CONVERSATION

Conversation with passengers that distracts the driver from safely operating the vehicle is prohibited. An off-duty driver riding as a passenger may not occupy the first seat behind the driver of the vehicle, or the first seat to the right adjacent to the front door. Drivers riding as passengers will not hold a distracting conversation with the driver of the vehicle.

STOPPING FOR PASSENGERS AT DESIGNATED STOPS

All drivers should follow the following procedure when stopping at designated stops to board or de-board passengers.

1. Turn on four-way flasher lights to caution motorists.
2. Slow down gradually.
3. Pull as far to the right as safety allows.
4. Make a full complete stop.
5. Place transmission in neutral (manual) or place transmission in park (automatic).
6. Set parking brake.
7. Open door
8. Deboard/board passengers.
9. Always wait for boarding passengers to get seated before moving the vehicle.

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sufficient number of restraining belts should be in good working order and available to ensure that all wheelchair passengers can be transported easily and safely.

IF YOU FIND ANYTHING UNSAFE DURING THE PRE-TRIP INSPECTION, GET IT FIXED. FEDERAL AND STATE LAWS FORBID OPERATING AN UNSAFE VEHICLE.

FOLLOWING DISTANCE

When following other vehicles, a safe distance must be maintained. Under normal conditions this is determined by the five-second rule. The five-second rule means you should maintain a full five seconds of following distance between your vehicle and the vehicle ahead. You can check this by watching the vehicle ahead of you pass a stationary object (a pole, sign, parked car, etc.) then count off five seconds. You should have time to count off the five seconds prior to reaching the same fixed object. In as much as rear end collisions are typically viewed as being avoidable, exercise caution to allow sufficient stopping distance under varied conditions. Reaction distance plus braking distance equals stopping distance. Reaction distance is the distance traveled from the time it takes you to remove your foot from the throttle to the brake.

Braking distance is the distance traveled from the time the brake is applied until the vehicle comes to a full stop. Stopping distance increases with:

- Wet roads
- Passengers on vehicle
- Ice, snow, or gravel
- Wet leaves
- Fatigue or illness of the driver
- Impairment

When streets are wet or slippery, drivers must adjust speed and following distances for road conditions, exercising a greater than normal level of caution. Brakes should be applied in such a manner as to avoid skids.

INTERSECTIONS

Except when climbing a grade, drivers crossing a signalized intersection where a stop is not required and at other intersections the driver deems necessary will cover the brake up to the point he/she enters the intersection, then should replace his/her foot on the throttle or keep on the brake as appropriate. When approaching an intersection, a driver will make a traffic check before entering the intersection.

RAILROAD CROSSINGS

The following are the proper procedures for crossing a railroad track:

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ELDERLY AND DISABLED PASSENGERS

Special consideration should be given to elderly and disabled passengers allowing them sufficient time to be seated before the vehicle is moved. This is one of the most appreciated customer services you can provide. If it is necessary to leave the drivers' seat to assist a passenger, set the transmission appropriately, set the parking brake and turn on the four-way hazard lights.

SECURING A VEHICLE

Drivers are responsible for their assigned vehicle while on duty and must use good judgement when leaving a vehicle unattended for very short periods of time typically for a restroom stop. When temporarily leaving a vehicle, the driver must:

- Turn the front wheel into the edge of the road if the vehicle is facing downhill or turn the front wheels in opposition to the edge of the road if the vehicle is facing uphill.
- Set the transmission appropriately.
- Turn on four-way hazard lights.
- Set parking brake.
- Shut off engine.
- Close front door from outside unless passengers are on board in which case the front door will be left open.

FOUR-WAY HAZARD LIGHTS

The four-way hazard lights will be used when:

- A vehicle is disabled or involved in an accident.
- Parking a vehicle and a driver can not park completely off the roadway.
- Stopping at a railroad crossing.
- Using a wheelchair lift.
- Other stops and situations as necessary.

BRAKES

Because a driver is responsible for the safety of the vehicle and passengers, and brakes are an important mechanical part of the vehicles' safety features, a driver is required to:

- Test brakes for malfunctions within the first block or two after starting a trip.
- Report immediately to the dispatcher any problems with the brakes. A driver must not operate a vehicle once it has been determined that it is unsafe to do so because of malfunctioning brakes.
- Keep foot brake applied when passengers are boarding or disembarking and when doors are open.

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--Use the parking brake to hold the vehicle for parking or whenever the driver leaves the drivers seat. In the event of service brake failure, the parking brake may be used to stop the vehicle.

--Do not fan or pump the brakes. This causes excessive wear, an unsafe and rough ride, and reduced braking capability because of low air pressure. This is not meant to restrict feathering of brakes on icy or snow-packed roads.

MIRRORS

Mirrors are to be adjusted before starting a trip. When a vehicle is relieved on a route, the mirrors are to be adjusted before proceeding. Outside left and right mirrors are to be used for turning maneuvers when pulling out from the side of the road and in addition, the right-side mirror is to be used to observe boarding of passengers. When making traffic lane changes or entering traffic from a stop, be sure to check the blind spot in both mirrors. Mirrors are a very important defensive driving tool and are to be scanned every 8 to 10 seconds.

SCHOOL ZONES

Drivers will use extreme caution near schools and observe the posted school zone speed limit. Drivers will also obey the signals of school crossing guards, school patrols, and the flashing lights of school buses.

BACKING

Except for backing out of a parking stall, drivers should only back a vehicle when absolutely necessary. If it becomes necessary to back the vehicle while the vehicle is in service, a driver should try to use an adult "spotter". The use of a spotter does not relieve the driver of the responsibility to safely back the vehicle. Before backing, carefully check all directions and turn on the four-way flashers. Most vehicles should have a working back-up alarm. The alarm will transmit beeping sounds while the vehicle is in reverse. If this option is not working, use the horn and notify the Office Manager of the problem.

FLAMMABLE AND EXPLOSIVE MATERIALS ON VAN

Federal Regulations state that no explosives or flammable materials may be carried in the passenger carrying space of any motor vehicle transporting passengers.

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--Human failure or error—85 percent

Some people might argue that apparently some 15 percent of traffic accidents are caused by factors beyond their control. Further studies of accident report reveal; however, that this is not necessarily true. Quite a large percentage of accidents due to the condition of streets or highways are actually caused by failure of drivers to adjust their driving to hazardous street or highway conditions. Also, quite a large percentage of accidents ascribed to mechanical defects are actually caused by failure of drivers to take into consideration known mechanical defects, or failure to see that proper repairs are made when mechanical defects are discovered. Remember if an accident results from a mechanical defect, which you should have discovered during the pre-trip inspection, the accident is your fault. Thus, many accident investigators today state that **95 percent to 99 percent** of all traffic accidents are due to **human failure or error**.

Unless thorough investigation shows circumstances beyond a drivers' control, the following accidents are classified as preventable:

- Backing accidents
- Intersection accidents
- Pedestrian accidents
- Rear-end accidents
- Traffic lane encroachment accidents
- Accidents resulting from mechanical conditions
- Accidents with parked vehicles
- Collision with stationary objects and non-collision accidents
- Unattended vehicle accidents
- Accidents blamed on adverse weather conditions
- Passenger activities

SLIPPERY ROAD SURFACES

It will take longer to stop and harder to turn without skidding when the road is slippery. It is necessary for you to drive slower, enabling you to stop in the same distance as on a dry road. Wet roads can double stopping distance. Reduce speed by about 1/3 (e.g., slow from 55 to 35) on a wet road. On packed snow, reduce speed by 1/2 or more. If the surface is icy, reduce speed to a crawl. Do not use brake retarders on a slippery road surface. It will cause more skidding, not less. Sometimes it is hard to know if the road is slippery. Here are some signs:

--**SHADED AREAS**—Shady parts of the road will remain icy and slippery long after open areas has melted.

--**BRIDGES**—When the temperature drops, bridges will freeze before the road will. The reason why is because cold air is below and above the road surface. Be especially careful when the temperature is close to 32 degrees F.

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DISABLED VEHICLES

When a vehicle becomes disabled, the driver should observe the following procedures. First, try to park the vehicle in a safe location out of traffic lanes. Place the vehicle in park and shut of the engine. Turn on the four-way flashers and set the parking brake. If the vehicle is in traffic, help direct traffic around the vehicle. The driver should also contact the coordinator or dispatcher to send the police and/or another vehicle to transport the passengers.

EMERGENCY DRIVING PROCEDURES

PREPARATION

An emergency can happen at any time. No driver can control weather conditions, vehicle breakdowns, other drivers' mistakes, or passengers' illness. However, the driver must be mentally prepared for all these possibilities. Preparing yourself mentally is not automatic. You need to ask yourself specific questions that relate to the types of emergencies that you might encounter. Professional drivers prepare themselves for the day by finding answers to the following questions:

- What is the weather forecast?
- Will the route require driving on dangerous roads?
- What will the traffic be like?

--Will the vehicle be carrying an unusual number of passengers?

In addition to information gathering, professional drivers need to regularly review how to handle emergencies by restudying the materials in this and other training programs, learning from their own experiences, and talking with other drivers about how they deal with various situations. Some systems have accident investigation reviews with the drivers, which can be helpful. Discussing near misses (when an accident almost happened) is also a good tool for prevention. Remember that you must always wear your seatbelt when operating your vehicle. This could help you maintain control of the vehicle in an emergency and may prevent you from being injured. If you should be in an accident, wearing a seatbelt increases the chance that you will be able to respond to the needs of your passengers. **SEATBELTS SAVE LIVES.**

ACCIDENT CAUSES

One of the types of emergencies you may have to deal with is traffic accidents. What are the most common causes of these accidents? The Interstate Commerce Commission, through a study of accidents, concluded that the causes of traffic accidents are as follows:

- Mechanical Defects—3 percent
- Condition of street or highway—12 percent

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--**MELTING ICE**—Slight melting will make ice wet. Wet ice is much more slippery than ice that is not melting.

--**BLACK ICE**—Black ice is a thin layer that is clear enough that you can see the road underneath. It makes the road look wet.

--**VEHICLE ICING**—An easy way to check for ice is to open the window and feel the front of the mirror, mirror support, or antenna. If they are icy, the road surface is probably starting to ice up.

--**JUST AFTER RAIN BEGINS**—Right after it starts raining, the water mixes with oil left on the road by vehicles. This makes the road very slippery. If the rain continues, it will wash the oil away.

--**HYDROPLANING**—In some weather, water and slush collect on the road. When this happens, your vehicle can hydroplane. The tires lose their contact with the road and have little or no traction. You may not be able to steer or brake. You can regain control by releasing the accelerator. This will slow your vehicle and let the wheels turn freely. If the vehicle is hydroplaning, do not use the brakes to slow down. It does not take a lot of water to cause hydroplaning. Hydroplaning can occur at speeds as low as 30 mph if there is a lot of water. Hydroplaning is more likely if tire pressure is low, or the tread is worn. (The grooves in a tire carry away the water; if they are not deep, they cannot work well).

DRIVING AT NIGHT

You are at greater risk when you drive at night. In the winter it gets dark early, and drivers can not see hazards as soon as in daylight, so they have less time in which to respond. Drivers caught by surprise are less able to avoid a crash.

DRIVER VISION—Drivers can not see as sharply at night or in dim light. Also, the eyes need time to adjust to seeing in dim light.

GLARE—Drivers can be blinded for a short time by bright lights. It takes time to recover from this blindness. All drivers face this risk when driving at night. The risks are greater for some drivers whose visual recovery time is higher than others are. Visual recovery time is the time it takes drivers' night vision to return to normal after being blinded by bright lights. Listed below are some specific causes that make visual recovery time higher for some individuals than for others:

- Age—recovery time increases as people get older
- High blood pressure
- Diabetes
- Other medical conditions

These drivers will need to take special care when driving at night. Older drivers are especially bothered by glare. Even two seconds of glare blindness can be dangerous. A vehicle going 55 mph will travel more than half the distance of a football field during that

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time. Do not look directly at bright lights when driving. Look at the right side of the road. Watch the sidelines when someone coming towards you has very bright lights.

OTHER DRIVERS—There is an increasing number of tired and intoxicated drivers on the road at night, so be on the alert for them and be prepared to respond.

POOR LIGHTING—In the daytime there is usually enough light to see well. This is not true at night. Some areas may have bright streetlights, but many areas will have poor lighting. On most rural roads you will probably have to depend entirely on your headlights. Less light means you will not be able to see hazards as well or as quickly as in daytime. Road users who do not have lights are hard to see. There are many accidents that involve pedestrians, joggers, bicyclists, and animals. Even when there are lights; the road scene can be confusing. Traffic signals and hazards can be hard to see against a background of signs, shop windows, and other lights. Drive slower when lighting is poor or confusing.

HEADLIGHTS—At night your headlights will sometimes be the main source of light for you to see and for others to see you. You can not see nearly as much with your headlights as you can see in the daytime. With low beams you can see ahead about 250 feet and with your high beams about 350-400 feet. You may adjust your speed to keep your stopping distance within your sight distance. This means going slow enough to be able to stop within the range of your headlights. Otherwise, by the time you see a hazard, you will not have time to stop. If you are using your high beams, make sure you dim them within 500 feet of another vehicle so they will not cause glare for other drivers. Night driving can be dangerous if you have problems with your headlights. Dirty headlights may give you only half the light they should, so keep them clean. If your lights fail, you should:

- Try high and low beams (one may work).
- Pull safely off the roadway and inform the passengers.
- Set up the emergency warning equipment (triangles, flares).
- Call the dispatcher for further instructions.

TURN SIGNALS AND BRAKE LIGHTS—At night your turn signals and brake lights are even more important for telling other drivers what you intend to do. Make sure they are clean and in working order.

OTHER LIGHTS—In order for you to be seen easily, the following must be clean and working properly:

- Reflectors.
- Clearance lights.
- Tail lights.

WINDSHIELD AND MIRRORS—It is more important at night than in the daytime to have clean windshields and mirrors. Bright lights at night can cause dirt on your windshield and mirrors to create a glare, blocking your view.

DRIVING THROUGH WATER

If unable to avoid driving through deep puddles or flowing water, you should:

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SKIDS—Do not panic. Do not over steer. Do not jam on the brakes. Remove your foot from the accelerator. For rear drive vehicles, turn the steering wheel in the direction of the skid: e.g., if the rear end of the vehicle is skidding toward the right, turn the steering wheel to the right. When you are able to regain steering control, you may be able to resume braking by pumping the brakes lightly.

TRACTION—To regain traction and avoid skids—start out slowly if parked on a slippery surface. If your wheels start spinning, let up on the accelerator until traction is returned. Before going up a hill, increase speed (within reason) to build up momentum to help you climb. Before going down a hill, especially a steep one, slow down by shifting into a lower gear. Use your brakes only with extreme caution when going down a slippery hill. Remember the point discussed earlier in this chapter under "slippery road surfaces".

HILLS—When approaching, either ascending or descending, observe other vehicles on the hill and how they are reacting to conditions. Stay well behind the vehicle in front so that you can go around it if it becomes stuck. If other cars begin to slide, spin out, or have to back down the hill, wait until you have enough room to maneuver before going up the hill yourself. By observing what other vehicles are doing, it may be apparent that the hill is just too slippery and dangerous. Contact your dispatcher and report the conditions. If you get stuck, use your best judgment. The action you take when stuck depends on how badly you are stuck. Whatever you do, avoid spinning your wheels since this will aggravate the problem. If the snow is deep, shovel the snow from in front and back of the wheels (both front and rear wheels). Also, shovel out as much snow from under the vehicle as you can. You may need to call the dispatcher to get help. Until help arrives, you should set out flares or triangles to alert other traffic.

DO NOT LET ANYONE STAND DIRECTLY BEHIND THE REAR WHEELS.

If you are using devices under the wheels for traction or if the wheels dig into the dirt or gravel, individuals behind the vehicle may be injured by rocks or objects thrown rearward by the spinning wheels. If possible, try to keep the front wheels pointed straight ahead until the vehicle is moving. The rolling resistance of the front wheels is lessened when they are not trying to move sideways. If your wheels keep spinning and the vehicle does not move, stop and let your tires cool. Tires heated from spinning will just dig deeper into ice and snow. If nothing works, try to rock the vehicle out of the rut by alternatively shifting from reverse to drive (with automatic transmissions). Check your owner's manual to make sure such a procedure can be followed with your particular vehicle.

SNOW AND ICE REMOVAL

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- Slow down.
- Place transmission in low gear.
- Increase engine RPM and cross water.
- When out of the water, maintain light pressure on the brakes for a short distance to heat them up and dry them out.
- Make a test stop when safe to do so. Check behind to make sure no one is following, then apply the brakes to be sure they work correctly.

What if, after entering deep water, you feel it is too dangerous to continue? If you see that the water is too deep to get through, and your judgment says you need to back out, keep the engine running at a fast idle by holding the accelerator pedal down as you brake. Once stopped, shift into reverse, checking to make sure it is clear behind you. Keep the engine running slightly faster than normal as you back out. Whether you back out or drive through, drive slowly afterward and continue applying your brakes lightly for a few minutes to heat them up and dry them out. Test frequently to see if the brakes are dry enough to stop you quickly. Always check traffic behind to make sure it is safe to do so.

WINTER DRIVING

During pre-trip inspections pay extra attention to the following:

- Coolant level/antifreeze amount.
- Defrosting/heating equipment.
- Wipers/washers.
- Tires.
- Tire chains.
- Lights/reflectors.
- Windows/mirrors.
- Hand holds/stops.
- Exhaust system.

GLARE—Snow produces a glare that can adversely affect vision. The sun, shining on the snow, makes the problem worse. Keep a pair of sunglasses in your vehicle and use them.

FOG—Remember, with moisture on the ground (in the form of snow) you are apt to run into foggy conditions frequently. Fog, coupled with slippery conditions, requires slowing down, and more alertness and attention to maintaining a safe following distance. In fog, driving with lights on low beam improves your visibility and your vision. Watch the right edge of the roadway to assure your vehicle is on the road.

BRAKING—Know how and when to brake. When possible, use the braking power of the engine by downshifting to a lower gear rather than by using the brakes. When you must brake, do not jam on the brakes—tap and release them in a pumping motion. Do not brake in the middle of a curve. If your vehicle goes into a skid, take your foot off the brake.

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Do not wait until the last minute to load your vehicle with those items you will need to combat snow or ice. Depending on local transit system policy, you may want to put the following into your vehicle so that they will be readily available when you need them:

- A flashlight
- An ice scraper
- A brush to remove snow from the vehicle
- Extra fuses for vehicle electrical systems
- A rag to clean lights and windshield
- A pair of work gloves and a small shovel
- Battery booster cables

Visibility is always critical. But, in cold, wintry weather, many motorists take unwarranted chances by cleaning just a portion of the windshield and rear window when they have been iced over or by brushing off snow only from the windshield and rear window. Such laziness invites disaster, since they may be unable to see your vehicle clearly.

SNOW REMOVAL—If your vehicle is covered with snow, it is essential that all snow be removed from the hood, all glass surfaces, roof and lights before driving. When driving, vehicle movement and stops can result in snow sliding from the roof onto the windshield or rear window, obscuring visibility. Wind and the mere movement of the vehicle can have the same effect. Ice scrapers should be used with care. When edges become burred or chipped, the scraper should be replaced. Use of a damaged scraper or trying to dig out encrusted ice with the point of the scraper can result in scratches to the glass and may even cause the glass to break because its strength has been weakened.

RECESSED WIPERS—Persons who have windshield wipers that disappear into a recess below the windshield, when not in use, must be especially careful to keep such recesses free of obstructions during snowy or cold weather. If the vehicle is outside during a snowstorm, such recesses must be cleared of snow and ice before wiper use. While driving in a snowstorm, it may be necessary to stop periodically and clear accumulated snow and ice from such recesses. In cold weather, even if there has not been snow, it is a good idea to check wiper blades before driving to make sure they operate properly. Should wiper arms or wipers be frozen fast, the wiper motors could be seriously damaged, a fuse may blow, or bits of the blade rubber may be torn loose making the wiper ineffective. Remember that most things break more easily in extreme cold.

DRIVING IN VERY HOT WEATHER

During pre-trip inspection, please pay special attention to the following:

- Tires
- Engine oil
- Engine coolant
- Engine belts

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--Hoses

Tar in the road pavement frequently rises to the surface in very hot weather. Spots where tar "bleeds" to the surface are very slippery. Be aware that windows can shatter with the slightest jar when very hot. Go slow enough to prevent overheating. High speeds create more heat for tires and engine.

ACCIDENT PROCEDURES

When you are involved in an accident and not seriously hurt, you need to prevent further damage or injury as well as deal with the current problem. The basic steps are:

- Try to get your vehicle to the side of the road, calling the dispatcher on the way to report your status.
- Put on your flashers.
- Set the parking brake.
- Tell the passengers you will be right with them after you protect the vehicle from being hit by setting out warning devices.
- Set out three reflective triangles to warn other traffic.
- Comfort passengers and administer any first aid that is required.
- Get outside help if necessary.
- Collect information.

In all cases, the first thing to consider is passenger safety. When pulling the vehicle off the road, the driver should try to leave room for passengers to get off the vehicle, paying particular attention to those in wheelchairs. If you must position the vehicle on a hill, remember the following wheel positions for maximum safety.

- Uphill with curbing: front wheel to left, chock block behind a rear tire
- Uphill without curbing: front wheel to right, chock block behind rear tire
- Downhill with or without curbing: wheels to right, block in front of rear tire

Once parked, the driver needs to decide whether or not to evacuate the vehicle. Ordinarily, passengers are safer if they remain on the vehicle; evacuated passengers may wander into the road and be hit by another vehicle. The driver maintains more control over what happens to the passengers if they remain on the vehicle. Passengers, however, must be evacuated under any of these circumstances:

- A fire or other condition (leaking fuel) that makes the vehicle unsafe. In the case of leaking fuel, turn the vehicle off, do not use flares, and no smoking around the vehicle.
- The position or location of the vehicle is unsafe.
- The driver is instructed to do so by the dispatcher, police, or firefighters.

Always, the driver must decide whether the passengers will be safer on the vehicle or off. If you need to evacuate the vehicle, the passengers should move to a safe location at least 100 feet from the vehicle. It is critical that you follow your systems' policies and evacuation procedures. Practice using them in a simulated emergency often enough to become very familiar with them. An accident is one of the worst things that can happen to any driver, but particularly to a transit driver who is responsible for the well being of

- Are there any liquor, beer bottles, or signs of drugs in the other vehicle(s)?
- Are any of the people acting strangely?
- Do you notice anything unusual about the scene or the vehicles involved?
- Fill out all SAT paperwork dealing with accidents and incidents.

FIRES

Learn the causes of fire, how to prevent them and what to do to extinguish them.

CAUSES OF FIRES:

The following are some causes of vehicle fires:

- After accidents...**spilled fuel, improper use of flares.**
- Tires...**under inflated tires**
- Electrical system...**short circuits due to damaged insulation, loose connections.**
- Fuel...**Driver smoking, improper fueling, loose fuel connections.**

FIRE PREVENTION:

Pay attention to the following:

- Pre-trip inspection...make a complete inspection.
- Make sure your gasoline tank cap fits securely.
- Keep the inside of your vehicle clean and free of debris.
- En route awareness...monitoring of instruments and gauges. Use the mirrors to look for signs of smoke from tires or other parts of the vehicle.
- Caution... use normal caution in handling anything flammable.

FIRE FIGHTING:

Knowing how to fight fires is important. Drivers who try to extinguish the fire incorrectly have made fires worse. Here are some procedures to follow:

- Do not panic.
- Activate the four-way flashers.
- Pull safely off the roadway. Park in an open area, away from buildings, trees, brush or other vehicles that might catch fire. Do not pull into a service station.
- Use your radio to notify the dispatcher of the problem and location of the vehicle. Do this while pulling off the roadway if you can safely do so.
- Evacuate the vehicle, moving passengers well away from the vehicle.
- Shut off the master electrical switch.
- Attempt to put out the fire. With an engine fire, turn off the engine as soon as you can. Do not open the hood if you can avoid it. Shoot the extinguisher foam through louvers, radiator, or from the underside of the vehicle. Use the appropriate type of extinguisher on electrical and burning liquids. Do not use water on an electrical fire (you could get shocked) or gasoline fire (it will just spread the flames). A burning tire will take a long time to cool down. If you are not sure what to use, wait for the fire department.

passengers. In addition to caring for the passengers and trying to protect the vehicle from additional damage, drivers must avoid saying or doing anything that might result in increased liability to the transit system. Do not lay blame to anything dealing with an accident. Tell your side of the story to the police officer only. Exchange names and insurance information with the other party. Do not get into an argument with the other party, let the police do their job. Also, get names and addresses of witnesses.

PASSENGER INJURIES

- Look up and down the vehicle to see if there are any unconscious or injured passengers. Look for bleeding, broken limbs, vomiting, or poor breathing. You should administer first aid if you are qualified to do so.
- Look for other signs, such as disorientation, confusion, or inability to respond to your questions. These signs may indicate shock or a serious head injury.
- You may leave your vehicle and check others for injuries only after you have determined that there are no serious injuries on your vehicle.
- When you contact your dispatcher, give the following information:
 - exact location of the vehicle
 - extent of injuries
 - if the police, fire, or ambulance have been contacted
 - number of passengers on board
 - number of vehicles involved and an estimate of the extent of damage
 - other information that might be required

COLLECTING INFORMATION

Once you have responded to the accident by following the procedures described above, it will be necessary to obtain information and perform other actions to protect your passengers and your transit system. The most important of these activities is to document what happened.

- Notify S.A.T. of passengers on your vehicle
- Get the vehicle license plate number and name/address of driver in the other vehicle.
- Get the names of any witnesses to the accident.
- Record any details that might be needed for a later investigation or court case.
- If an ambulance was called, write down the hospital it went to.
- Note the time and specific location of the accident.
- Do not blame others or take the blame for the accident.
- Avoid discussing details with witnesses or the other vehicles driver.
- Answer questions asked by officials, but do not offer any information.
- Do not make statements to the press or bystanders.
- Do not be photographed with your vehicle in an accident situation.
- If contacted by an attorney or other official, refer them to the Office Manager.

Keep an eye out for details:

EXTINGUISHING THE FIRE

- Here are some rules to follow in putting out a fire:
- Know how the fire extinguisher works. Study the instructions before you need to use it and be sure it is in good working order at all times.
 - When using the extinguisher, stay as far away from the fire as possible.
 - Aim at the source or base of the fire, not up in the flames.
 - Position yourself upwind. Let the wind carry the extinguisher to the fire rather than carrying the flames towards you.
 - Continue until whatever was burning has been cooled. Absence of smoke or flame does not mean the fire is completely out or can not restart.
 - Only try to extinguish a fire if you know what you are doing, and it is safe to do so.

PASSENGER ILLNESS

One of the most frightening situations a driver can face is a passenger's sudden illness. In these situations, the driver can literally be forced to make life and death decisions. These situations are a true test of a driver's professionalism, common sense, and ability to act quickly under pressure. Following are some guidelines for you to follow in these situations. After safely securing the vehicle, determine the nature of the passenger's illness. Possible sources of information include:

- The passenger (if he/she is able to communicate).
- Any friend or relative of the passenger that is on the vehicle.
- Other passengers who may have observed what happened.
- Your own observations.

If you have been trained, you may wish to administer first aid or CPR, especially if this appears life threatening. Notify the dispatcher as soon as possible. At that point the dispatcher may alert medical authorities. Keep the ill passenger as comfortable as possible while waiting for help. Conditions that may cause your passengers to become ill are: motion sickness, heart attacks, and strokes.

MOTION SICKNESS

The usual indications of motion sickness are:

- Nausea
- Profuse sweating
- Hyperventilation (dizziness caused by rapid breathing)
- Paleness
- Claustrophobia (feeling of being too closed in)

Unless there are unusual symptoms, motion sickness is rarely a serious problem and does not require medical attention. Your concern is to make the passenger more comfortable. However, you should still notify your dispatcher to protect yourself and the transit system.

HEART ATTACKS AND STROKES

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While heart attacks and strokes are very different conditions, they frequently have similar symptoms and require the same actions from you. The common symptoms are:

- Disorientation
- Pain in arms and chest
- Pale, clammy skin
- Difficulty breathing

Often, the person experiencing a heart attack or stroke will deny having any problem. Nevertheless, it is best to play it safe, because there is a risk of serious injury or death if you do not.

- Call 911 first for any and all medical emergencies.
- Contact the dispatcher for medical help immediately.
- Have the passenger relax and keep still.
- Make the passenger as comfortable as possible.
- Keep other passengers from crowding.
- Watch the passenger closely until help arrives.
- If the passenger loses consciousness and appears to have stopped breathing, administer CPR only if you are trained and qualified to do so. Remember a heart attack and stroke is a serious medical condition that requires professional help. As important as knowing what you can do to help is recognizing what you can not do.

GENERAL GUIDELINES ON PASSENGER ILLNESS AND INJURY

If there is any possibility that medical help may be needed, call 911. Keep the ill passenger as comfortable as possible. Use a blanket or coat to keep the passenger warm, loosen restrictive clothing, open a window for fresh air, or get water. Always protect against shock by comforting passengers and keeping them warm. Calm the other passengers. Keep them away from the ill passenger and inform them when you expect to be under way. Reassure the ill passenger that help is on the way and that he/she is not causing undue inconvenience to the other passengers. Never give a passenger medication, even aspirin. Even after the passenger appears to be better, observe the passenger and periodically ask how they are doing.

PASSENGER EVACUATION

To be successful, the evacuation process requires that you know what to do, how to do it and when to do it—plus, fully understand the equipment on the vehicles you operate. Being well trained in how to deal with evacuation emergencies will make it easier for you to remain calm. Remaining calm is crucial. Time and conditions permitting, tell the passengers in a calm, clear, and concise manner that there is an emergency. An explanation of what they are required to do will help prevent passenger hysteria. Additionally, tell them that you have called 911 and help is on the way. Passengers should be advised that help is on the way, but for their safety it is best they leave and/or be assisted from the vehicle. Encourage passengers to adopt a “buddy” for shared

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support through the emergency. Continued reassurance to passengers while performing your duties will also be helpful in eliminating any panic.

The use of able-bodied passengers or passerby’s must be done with great care. The ability to remain calm and give clear and concise instructions to helpers will prevent unnecessary injuries. Placement of hands and feet and body position can be done by example. In other words, as you are positioning yourself, show your helper where they should be and as you position your hands and feet, you can show your helper what they should do. Make it clear what commands will be used to start whatever you will be doing. If you use 3 on count 3, your helper is better able to synchronize his or her actions with you, rather than just using “GO” or some other single command.

STEPS OF THE EVACUATION PROCESS:

- Release passengers from their passenger restraints or seat belts by unbuckling or cutting. (If passengers are in a wheelchair, do not waste time unbuckling or releasing the wheelchair securement system—instead, first remove the passenger then if time permits recover the wheelchair).
- Move the passenger from the seat or wheelchair to floor level. (If the passenger can walk, assist to a standing position).
- Move passengers to the “best” usable exit. The term “best” is used since the nearest exit may not work (door is too narrow, lift platform may be blocking doorway, door may be jammed, etc.).
- Move passengers from floor level to ground level.
- Move passengers away from the vehicle to a safe location.
- Assist the passenger back into their wheelchair if the wheelchair can be safely recovered and conditions permit.

You can perform some evacuation techniques safely with no assistance. Some techniques require the assistance of at least one other person. Narrow confines of most vehicles make it difficult for two people to work together. However, moving passengers from floor level to ground level and from there to safety may be more speedily and safely accomplished with help.

VEHICLE BREAKDOWN

No matter how carefully the system mechanic checks your vehicle, there is always the possibility of a breakdown when you are on the road. When the vehicle does breakdown or shows a change in performance, the problem usually falls into one of four categories:

- Electrical system
- Power train (engine, transmission, differential, drive lines, etc.)
- Heating/cooling
- Chassis (wheels, axles, springs, shocks, frame, etc)

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INDICATORS OF ELECTRICAL PROBLEMS

The electrical system provides the ignition to keep the engine running as well as operating such accessories as lights and fans. Signs of a problem in the electrical system include:

- While engine is running, dash warning lights come on or gauges indicated unusual readings.
- Lights surge or fade (lights increase in brightness as you accelerate).
- Lights and signals do not come on at all.
- Engine does not turn over when you try to start the engine.
- Engine suddenly dies.
- Momentary loss of lights.
- Engine cranks but will not start.

INDICATORS OF ENGINE HEATING AND COOLING SYSTEM PROBLEMS

The heating and cooling system keeps the engine at the proper operating temperature. Failure of this system can result in the destruction of the engine. There are four signs of failure in this system.

- The vehicle does not heat or cool properly
- Gauges, lights, or buzzers warn of problems
- Vehicle is leaking water or coolant
- Steam is visible from the engine compartment

INDICATORS OF PROBLEMS IN THE CHASSIS

The chassis, for present purposes, refers to the tires, bearings, axles, frame, shocks, springs, and brakes. These are some of the indicators of problems in the running gear:

- Rough ride.
- Poor braking performance.
- Unusual sounds and steering problems.

INDICATORS OF ENGINE PROBLEMS

Finally, there are problems that can develop in the engine itself. Some of the indicators are:

- Overheating.
- Rough running and/or heavy smoke.
- Engine will not start or remain running.

PROCEDURES

Follow the same steps you follow in an accident discussed earlier in this chapter. You will not have any injured passengers, but still need to keep them as comfortable as possible; always informing them of the reason for the delay and what is being done to

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correct the problem. Keep the passengers on the vehicle unless they are to be transferred to another vehicle or will be in danger if they remain on board. The dispatcher should tell you whether another vehicle would be sent to transport them to their destinations.

TIRE FAILURE

There are four important things that safe drivers do to handle tire failure safely:

- Be aware that a tire has failed.
- Hold the steering wheel firmly.
- Stay off the brake unless you are about to run into something. Immediately release the accelerator pedal until the vehicle has slowed down. Then pump the brakes very gently and pull off the road and stop.
- After stopping check all tires.

The loud “bang” of a blowout is an easily recognized sign. Because it takes a few seconds for your vehicle to react, you might think it was another vehicle. But any time you hear a tire blow, you should assume it was yours. If the vehicle thumps or vibrates heavily, it may be a sign that one of the tires has gone flat. With a rear tire, that may be the only sign you get. If the steering feels “heavy” it is probably a sign that one of the front tires has failed. Sometimes, failure of a rear tire will cause the vehicle to slide back and forth or “fishtail”.

GAS PEDAL STICKING

In the event that the gas pedal sticks:

- Pump the gas pedal with several quick jabs.
- Neutralize the engine by placing the transmission in neutral.
- Apply the brakes.
- Pull safely off the roadway.
- Shut off the engine.
- Call the Transportation Supervisor.

ENGINE FAILURE/VEHICLE MOVING

In case the engine fails while you are moving, use the following guideline:

- Shift transmission into neutral.
- Attempt to restart the engine.
- Drive safely off the roadway if possible.
- Activate the four-way flashers.
- Call the Transportation Supervisor.

SKID CONTROL AND RECOVERY

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A skid happens whenever the tires lose their grip on the road. This is caused in one of four ways:

- Over braking—Braking too hard and locking up the wheels.
- Over steering—Turning the wheels more sharply than the vehicle can turn.
- Over acceleration—Supplying too much power to the drive wheels, causing them to spin.
- Driving too fast—Most serious skids result from driving too fast for road conditions.

By far the most common skid is one in which the rear wheels lose traction through excessive braking or acceleration. Skids caused by acceleration usually happen on ice or snow. Taking your foot off the accelerator can easily stop this. If it is very slippery, push the clutch in. Otherwise, the engine can keep the wheels from rolling freely and regaining traction. Rear braking skids occur when the rear drive wheels lock. Because locked wheels have less traction than rolling wheels, the rear wheels usually slide sideways in an attempt to “catch up” with the front wheels.

Do the following to correct a drive-wheel braking skid:

- Release the accelerator pedal.
- Stop braking—This will let the rear wheels roll again and keep the rear wheels from sliding any further. If on ice, push in the clutch to let the wheels turn freely.
- Turn quickly—When a vehicle begins to slide sideways, quickly steer in the direction that the rear end is skidding. You must turn the wheel quickly.
- Counter-steer—As the vehicle turns back on course, it has a tendency to keep right on turning. Compensate by turning the steering wheel quickly the other way, or you may find yourself skidding in the opposite direction.

HELPING PASSENGERS WITH PERSONAL ASSISTANCE DEVICES

Use the following guidelines when you are interacting with a passenger who has special needs:

Assisting Passengers Who are Using Canes:

- Always ask the disabled passenger if you can assist her/him prior to assisting the passenger
- Assist from the opposite side of the cane.
- Canes, walkers and other personal assistance devices should be stored so that they do not interfere with movement in the vehicle.
- Amputees should be seated in cool areas during hot weather.

Assisting Developmentally Disabled Passengers:

- Treat the passengers with respect.
- Be patient and repeat instructions when necessary.
- Be firm if they insist on doing something that will endanger you, them or the other passengers.

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- Turn your lights on early and avoid the glare of oncoming bright lights by watching the right edge of the roadway. If someone is needlessly using bright light, do not turn your bright lights on in response to their lights.
- Make sure that your speed does not overdrive your headlight visibility.
- Do not break more than necessary. Use engine and lower gears to help you to slow down the vehicle when traction is poor.
- Keep the fuel tank at least half full.

TRANSPORTING ELDERLY PASSENGERS PROCEDURES

Use special care in serving elderly passengers:

- Dispatcher needs to be especially patient when giving elderly passengers information regarding vehicle routes and schedules.
- Give elderly passengers more time to get on or off the vehicle.
- Ask the elderly passengers if they would like your assistance before assisting them.
- If the elderly passenger refuses assistance, stay close to prevent them from tripping or falling.
- When assisting elderly passengers, do not put too much pressure on the passenger’s arm.
- When letting elderly passengers on or off a vehicle, pull the vehicle close to the curb so the passenger won’t have to step very far.
- Be sure elderly passengers do not sit too close to heaters or other such hazards.
- Elderly passengers may need to be reminded where to get off of the vehicle.
- Keep temperature controls warm in the winter and cool in summer.
- In cases of emergencies, drivers should notify dispatchers about possible health problems of elderly passengers.

WHEELCHAIR BOARDING METHODS

Your customers' safety will depend on more than just safely transporting them to their destination, their safety will also depend on how well you board and secure their wheelchairs. Several wheelchair boarding guidelines are indicated below:

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Assisting Hearing-Impaired Passengers:

- Look directly at them so they can see your lips.
- Talk normally (do not shout) and do not exaggerate your speech.
- Be prepared to repeat yourself.
- Get another person to talk to them if the passenger has trouble reading your lips.
- Use a pad and pencil when needed.

Assisting Speech-Impaired Passengers:

- Do not hesitate to ask speech-impaired persons to repeat anything that you do not understand.
- Be patient; the passenger’s speech condition may become more difficult to understand if the passenger is under stress.

Assisting Passengers with Visual Impairments:

- Don’t touch the passenger until you tell them who you are and what you intend to do.
- Do not shout at the passenger.
- Before boarding the passenger, take their hand and show them the door openings as well as the seat and mention any hazards.
- When escorting the passenger, remain on the opposite side of their cane and have them hold your arm. Advise the passenger of any changes in ground texture or elevation level.
- When walking with a passenger, call out turns and maneuvers at least five (5) steps in advance.
- If the passenger uses a service animal, it may be helpful to learn the name of the animal for future reference. Avoid any abrupt movements toward the animal or the passengers.
- Seat visually impaired passengers against vehicle walls when possible or seat the passengers in seats with arm rests in order to assist them in keeping their balance.

NIGHTTIME DRIVING PROCEDURES

Several hazards associated with night driving are list below:

- Reduced visibility
- Glare
- The need for increased reaction time
- An increased number of tired and intoxicated drivers

Procedures for driving at night:

- Inspect and clean your headlights, taillights, windshield, clearance lights, reflectors and turn signals.
- Increase your space cushion by driving at a slightly slower speed than you usually would during the day.

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- Roll the wheelchair onto the lift, making sure that the front wheels are inside the platform roll stop while the roll stop is in the upright position.
- Lock the brakes.
- If the passenger has the capability to do so, ask the passenger to hold on to the handrails provided on the lift. If the passenger does not have the capability to hold onto the handrails, ask the passenger to hold his/her hands in his/her lap.
- Before operating the lift for boarding, ask the passenger if he/she is ready. Keep one hand on the lift controls. Ask the passenger if it is okay for you to rest your other hand lightly on the armrest of the wheelchair as the lift goes up while you stand on the ground; this will keep you alert to the stability of the chair while also providing the passenger with psychological comfort.
- Make sure that the lift is level with the floor before stopping. Be sure that there is a smooth surface created by the vehicle transition plate so that the wheelchair rolls smoothly over it and into the vehicle.
- From inside the vehicle, hold the wheelchair handle as you unlock the brakes. (Turn the power back on or engage the clutches of a motorized wheelchair if needed.)
- Make sure the passenger’s head does not hit the ceiling upon entering the doorway.
- The ADA states that wheelchairs should always be secured facing the front of the vehicle, with the exception given to some older vehicles that are not yet appropriately equipped.
- The driver should never stand on the lift.

WHEELCHAIR LIFT AND SECUREMENT PROCEDURES

Always follow the guidelines below to ensure safe lift operation and passenger safety:

- Always inspect a lift prior to each use (look for loose nuts, bolts, etc.). The lift should also be run through one cycle at the beginning of the day and checked off with the Pre-Post Trip Inspection Sheet.
- Before deploying a lift for use, safely park the vehicle on level ground, turn the engine off (unless otherwise specified by the manufacturer) and check for obstacles to avoid in area where lift is to be deployed. Make sure that hands, feet and clothing are away from folding parts of the lift.
- Only passengers and their mobility devices should ride the lift.

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- When operating a lift with a passenger on it, allow the lift to go all the way up to floor level or down to the ground without stopping.
- Have the passenger use the handrails and never leave a passenger unattended on a lift.

Assisting Wheelchair Users on the Lift:

- Wheelchair users can choose to ride a lift either facing away from the vehicle or facing the vehicle. The preferred method is to have the passenger facing away from the vehicle because it positions the bulk of the weight where there is more structural support and allows the driver to pull the wheelchair into the vehicle or push the wheelchair onto the lift by the handgrips.
- In the preferred positions, the small front wheels of the wheelchair are less likely than the large back wheels of the wheelchair are less likely than the large back wheels to roll over the platform roll stop.
- The preferred position also reduces the possibility of the passenger's feet or toes getting caught between the lift platform and the vehicle when the passenger is riding upward.

SECURING AN OCCUPIED WHEELCHAIR

To ensure the safety of your passengers, consistently use good practices in handling wheelchairs:

- **Always** use a four-point tie-down to the floor of vehicle.
- Tie-downs should be attached to the strongest part of the device which is the frame.
- Lap boards or metal and plastic trays attached to the chairs should be removed and secured.
- Liquid oxygen being transported should be securely mounted/fastened to prevent damage
- Aspirators, ventilators/other equipment must be securely mounted to wheelchair or vehicle.
- Never restrain a child's head separately such as with a headband attached to the back of the seat. Restraining a child's head separately can cause excessive strain on the child's neck. Many children now have special neck braces to support their head during transport.

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Best Practice: Inform the supervisor of the damage or inability of the lift to operate properly, seek their advice on continuing the route. Lifts are supposed to be repaired in five days of break down. If the supervisor knows about the lift right away, they can make arrangements to have it repaired quickly.

Provide adequate time for a passenger with a disability to board and/or disembark the vehicle, which includes adjusting the schedule if necessary, to accommodate slower passengers and waiting for passengers to be seated before moving the vehicle. 49 C FR 37.167)

Best Practice: If a passenger is transported on a regular basis i.e., everyday, and is slow to board the vehicle, then the time for the slower passenger to get to and enter your vehicle should be in the schedule. Some passengers are very slow in getting from the porch to the vehicle or in taking a seat on the vehicle, this can slow the schedule down considerably. Talk to the dispatcher explaining the time it takes this passenger to get on the vehicle and sit down, then work on a time schedule that will accommodate the passenger. It will help the transit system to stay on time for other passengers.

6. Leave the driver's seat if necessary, to assist a passenger with using the vehicle ramp, lift and/or securement systems. (49 CFR 37.165)

Best Practice: The driver should leave their seat to help a passenger. This is for safety reasons and will dispel any attempt of a passenger to say that the driver would not assist them when they needed help. **Always ask the passenger** if they need help before attempting to give help.

7. Use the vehicle securement systems to secure wheelchairs and other mobility devices. (49 CFR 37.165)

Best Practice: If the driver secures the passenger in the wheelchair using the tie-down straps, the driver will then be assured that the passenger will have a safe ride. Never allow a passenger to ride if they are not secured properly, (this rule should be in the board-certified policies and procedures of the transit system), unless the securement system will not accommodate the wheelchair. If the tie-down system is not compatible for the wheelchair the passenger is using; the driver still has to make an attempt to safely secure the wheelchair. If the wheelchair can not be secured because of the wheelchair design, the passenger still has the right to ride the vehicle. Drivers cannot deny a passenger a ride based on the inability to secure the wheelchair. Drivers must warn the passengers of the danger of riding in a non-secured wheelchair.

8. Allow a passenger who uses the lift to disembark at any stop, **UNLESS:**

- a. The lift cannot be deployed;
- b. The lift will be damaged if deployed;

Conditions at the stop would present unsafe conditions for **ALL** passengers

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Driver Responsibilities and ADA Best Practices

The requirements of the Americans with Disabilities Act (ADA) affect all parts of a transit operation. Arguably the most visible of these are the responsibilities of the individual vehicle operator. While the requirements of the ADA do address the activities of vehicle operators, they do not always provide procedural guidance. This paper is written to help illuminate the requirements and to help your transportation service to be in compliance with the rules and regulations of the Code of Federal Regulations (49 CFR) which is the ADA.

Each requirement is followed by a "Best Practice" that will help your system to reach compliance. **The most important action that you can take is to implement board-certified policies and procedures that ensure that your system's daily operations correctly and clearly follow the requirements of the ADA.**

These are requirements under 49 CFR:

1. Perform lift maintenance (according to transit system's policy and procedures) regularly and conscientiously. (49 CFR 37.163)

Best Practice: Check lift by running through one cycle as when doing the pre-trip inspection every morning before leaving on a route.

2. Immediately report an inoperative lift to the transit system's supervisor. Transit systems are required to maintain in operative condition "features" (lifts, securement devices, etc.) necessary to make vehicles accessible to individuals with disabilities and to promptly repair the features which are inoperable. (49 CFR 37.161 and 37.163)

Best Practice: Inform the transit system's supervisor of the lift condition or the tie-downs being in bad shape or make note of the conditions and give to the supervisor immediately.

3. Take reasonable steps to accommodate a passenger who would use a feature that is inoperable. (49 CFR 37.161)

Best Practice: Inform the dispatcher of the problem and ask for another properly equipped vehicle to be sent out to transport the passenger. Find out the approximate time of arrival of the vehicle and inform the passenger.

4. Immediately inform a supervisor that an individual needs transportation that is unable to board a vehicle because of a broken lift. (49 CFR 37.163)

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(49 CFR 37.167). *In other words, drivers may not judge that a designated stop is unsafe solely due to a passenger's particular disability. (ADA Section 223)*

Best Practices: The driver must make sure before pulling into a stop or up to a location or destination that the area where the passengers would disembark is safe for all passengers, those who are ambulatory as well as those who use mobility devices to navigate the area safely.

9. Identify the vehicle to a passenger who has a visual impairment. (49 CFR 37.167)

Best Practice: For paratransit drivers it is best to go to the person and let them know that the transit vehicle is there to pick them up. (Do the same thing for a person who has a cognitive disability). This is a good service practice and gives the passenger confidence in the driver and the transit system. When driving a fixed-route bus, the driver must call out the name of the route when pulling into the bus stop, ask the person at the stop if this is the bus they want to board.

10. Announce transfer points, major intersection points and destination points on fixed routes. Announcements should be made often enough to orient passengers who have visual impairments to their location. (49 CFR 37.167)

Best Practice: The driver must make the announcements loud enough for all passengers to be aware of the area they are traveling in or may want to disembark in. People who have visual disabilities or cognitive problems will need these announcements so they can stay oriented to the areas of travel. Other passengers may be hearing impaired and need to be told where to get off the bus. The driver may have to stop the vehicle and go to the hearing-impaired passenger and let them know they are at their bus stop. Drivers will have to remember to let specific passenger know when to disembark the vehicle at places that are requested by the passenger. Paratransit driver should give the same courtesy to all the passenger by announcing arrival at the destination point just before stopping the vehicle. This courtesy will allow passengers to get ready to disembark from the vehicle in a timely manner.

11. Allow other individuals (family or friends), in addition to a personal care attendant, to accompany the passenger as an ADA-eligible passenger (a fare will be charged) only if space is available and it does not cause an ADA-paratransit-eligible individual to be denied service. (49 CFR 37.123)

NOTE: "Accompanying individuals" must have the same origin and destination as the eligible individual.

Best Practice: Drivers should notify the office of an additional passenger. Have the dispatcher check to see if another driver has the return of the eligible passenger or will the other driver have enough room for the additional passenger. Make sure a return trip

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is available before allowing the extra passenger to ride. This will keep confusion down and will allow for good public relations for the agency. On a city bus this is not necessary because anyone can board a city bus with all of their friends if they desire, space is not so limited. In the paratransit vehicle seats are usually taken up by regular passengers and are limited.

12. Allow any service animal (not only dogs) accompanying a passenger with a disability to ride the vehicle. (49 CFR 37.167)

Best Practice: If the driver is in doubt about an animal, they can question the passenger as to the authenticity of the animals being a service animal. If the passenger refuses to give an answer, they can still ride with the animal. There are a variety of animals used to assist a passenger in traveling, and other life necessities. Most passengers will tell the driver that they have a service animal and will ride with it. Remember the person with the service animal is in charge of that animal.

These animals may be dogs, monkeys, Vietnamese Pigmy Pigs and some breeds of birds and are trained in certain expectations to assist the passenger. The driver must realize that these animals are harmless to them and their passengers and are needed by the passenger in order to live an independent lifestyle.

13. Allow a passenger with a disability to carry a respirator or a portable oxygen supply that is in compliance with the USDOT's regulations regarding the transportation of hazardous materials. (49 CFR 37.167)

Best Practice: Do not handle the respirator or oxygen tanks unless it is necessary to secure them in the vehicle. If a driver has to secure them, make sure that the tanks are out of the way of other passengers. Put it up in the seat and wrap a seat belt around it to keep it from falling or being damaged, etc. Be aware of the location of oxygen lines if the tanks are hooked up to a wheelchair; do not crimp the lines with the tie-down straps.

UNDER 49 CFR

DRIVERS ARE NOT ALLOWED TO:

14. Deny an individual with a disability the opportunity to ride a public transportation vehicle if the individual is capable of using the transportation service. (49 CFR 37.5)

Best Practice: Allow everyone the opportunity to ride that can use the service with minimum assistance. Assist the passenger within limits dictated by the transit system's board-certified policies and procedures. If the driver goes to pickup a passenger at a

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Best Practice: The driver is to leave the passenger alone when a passenger has a problem related to their disability on the vehicle. For instance, if the person has "Tourette's Syndrome", they may use profanity or unusual behavior. The driver must be trained to recognize and understand that this person is not in control of this behavior and it is a part of the disability and will soon pass. The driver can explain to the other passengers that this is an episode of a manifestation of trance like behavior and they are not really aware of what is happening. It is like being in a trance and will soon pass. Ask the other passengers to understand and not to take the disabled person's behavior as a threat or embarrassment.

19. Deny transportation to a wheelchair or its user because the wheelchair cannot be secured satisfactorily by the vehicle's securement system. Drivers must do the best with the available vehicle equipment. (49 CFR 37.165)

Best Practice: Inform the passenger that the vehicle's securement system was not designed for the particular mobility device that they use. Suggest that they move to a seat on the vehicle. If they refuse, the driver cannot force them to move. Say to the person "It is unsafe for "ANYONE" to use this mobility device as a seat in a moving transportation vehicle, it would be much safer for "ANYONE" to sit in a stationary seat". If they refuse then it is okay, at least the driver has warned them of the possible dangers of sitting in an unsecured mobility device. That's all the driver can do in this situation, warn them of the danger.

20. Require that a passenger who uses a wheelchair, or other mobility device, to transfer into a vehicle seat. (49 CFR 37.165)

Best Practice: Refer to number 19. All the driver can do is to suggest that the passenger move to another standard seat in the vehicle and warn them of the danger of using their wheelchair or mobility device as a seat in a moving vehicle.

21. Prohibit a passenger, who has a disability from using the vehicle ramp or lift, even if they choose to stand on the lift. (49 CFR 37.165)

Best Practice: The driver can inform the passenger of the danger of standing on a moving lift. Tell them that it is unsafe for "ANYONE" to stand on a moving lift, "ANYONE" could fall and be injured. Drivers can offer to assist the passenger in boarding the vehicle by way of the steps. Remember, if the passenger refuses to use the steps, the driver will have to allow them to stand on the lift. Operate the lift in a safe smooth manner and remind the passenger hold on to the handrails and to bow their head, before entering the vehicle, so they won't bump their head on the top of the door opening. The driver could suggest they use a wheelchair that is provided by the transit system, but if they refuse, the driver will have to allow them to stand on the lift, to enter the vehicle.

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nursing home and that passenger is not able to communicate or move their own wheelchair by themselves, that person needs an assistant/attendant. The driver should report this situation to the transit system's dispatcher, get advice or have someone (supervisor or manager) call the nursing home requesting an assistant/attendant, to accompany the passenger on the trip for safety reasons and to keep the driver from having to perform attendant services.

Require that an individual with a disability use the designated priority seating. (49 CFR 37.5)

Best Practice: Drivers can request that a passenger with a disability sit in a designated area but can not make them sit there. Drivers are advised to warn the passengers of the dangers of going to the rear of the vehicle in a way that does not offend the passengers. Example: "It would be safer for "ANYONE" to sit up here in these seats, "ANYONE" could be injured going to the back of the vehicle. Suggestion is okay, but the driver cannot force the issue.

Impose special financial charges on an individual with a disability for special accommodations needed to transport them, such as for storing a wheelchair (49 CFR 37.5)

Best Practice: Make sure all transit system's drivers, dispatchers, and office workers understand this rule. A passenger with a disability will pay the same fare as the general public pays on fixed route, regardless of the amount of assistance involved in transporting the passenger. On community transportation or paratransit, the passenger either pays by mileage, set fare, human services or no more than double the fixed route fare, (in urban areas) but cannot be made to pay extra for special accommodations.

17. Require an attendant to accompany an individual with a disability, unless the agency has required an attendant as a condition of providing service in order to mitigate a previously defined problem. However, drivers are not required to provide attendant services, such as assistance in toileting, feeding, dressing, etc. (49 CFR 37.5)

Best Practice: Refer to number 14 above. Drivers should be told the limit or minimum amount of assistance required by the ADA that they must perform to be in line with the regulations concerning the assistance of passengers. If a transit system wants to go beyond the expected limits and allow the driver to assume attendant duties that is the transit system's responsibility.

18. Refuse service to an individual because their disability results in an appearance or involuntary behavior that may offend annoy or inconvenience the driver or other passengers. (49 CFR 37.5)

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UNDER 49 CFR

DRIVERS ARE ALLOWED TO:

22. Deny service to an individual with disabilities because they are displaying violent, seriously disruptive and/or illegal behavior. (49 CFR 37.5)

Best Practice: If the passenger is threatening passengers or the driver, verbally or physically and is abusive to other passengers, the driver can call the dispatcher and relate to the office what is happening and get guidance from them. If the passenger has a weapon and is threatening the driver, the driver might want to try to get the passengers off the vehicle and summon help from the police. (Company policies and procedures should have policies and procedures for this spelled out for the driver in simple easy steps to follow plan so when this occurs the driver is not at a loss on how to handle this situation). The passenger can then be banned from the vehicle if there are charges brought against the offender and results in a court order to do so; otherwise the transit system can only suspend the offender for a limited number of days, weeks, etc. The transit system could ask for an attendant to accompany the passenger to help with this problem of violence, seriously disruptive or illegal behavior. This is mentioned as a solution in the ruling of (49 CFR 37.5)

23. To require that a passenger allow their wheelchair to be secured in the designed securement area only, even if the passenger wants their mobility device to be secured in a non-designated area. (49 CFR 27.165)

Best Practice: If the passenger will not allow the driver to secure the wheelchair in a securement area designed for wheelchairs, then the driver has a right to deny the passenger a ride and they have to vacate the vehicle. Under the rule of the ADA the drivers are not required to transport a passenger who refuses to have their mobility device secured. (If the transit system's board certified policies and procedures for the transportation of a wheelchair passenger says, all wheelchair passengers and passengers must be secured with proper tie-down and equipment and seatbelts, then the driver can refuse a ride, if the passenger does not agree to have their wheelchair secured before the vehicle is moved.) The wheelchair and its user can be come a danger to other passengers on the vehicle, in the event of a sudden stop or collision.

24. Not to pick up a passenger who uses a wheelchair if all the designated securement areas are being used. However, drivers must immediately inform the transit system that a passenger who uses a wheelchair still needs a ride. (49 CFR 37.165)

Best Practice: Inform the office that a passenger was unable to ride because all of the securement areas are in use. Tell them that the passenger in the wheelchair still needs a

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ride, ask how long it will be before a vehicle will arrive to transport the passenger to their destination. Give the dispatcher the location of the passenger and directions if necessary, path of travel (north on Wade Street or east on Cary Street).

25. Recommend or suggest that a passenger transfer to a seat if the wheelchair cannot be satisfactorily secured. (49 CFR 37.65)

Best Practice: Remember the decision to transfer out of the wheelchair into a standard vehicle seat is solely up to the passenger. If the passenger refuses, the only alternative is to warn them about the danger of riding in a wheelchair that is unsecured in a moving vehicle. Refer to numbers 19 and 20.

26. Recommend or suggest a safer method for a passenger to board a vehicle, rather than standing on the vehicle lift. (49 CFR 37.165)

Best Practice: Refer to number 21 and suggest better methods of boarding the vehicle explaining the dangers of riding up on a lift. "ANYONE" could fall and be injured, etc.

NOTE:

Riding a vehicle lift while standing and/or remaining on some mobility devices (such as three-wheeled scooters) while riding a vehicle can be dangerous. Drivers are responsible for the safety of their passengers. They must also behave in a responsible manner to protect their transit system from lawsuits that could be brought up as a result of an injury caused by negligence. Since the Code of Federal Regulations states that individuals with disabilities can choose to ride the lift vehicle standing, and refuse to transfer into a vehicle seat, it is the driver's responsibility to make them aware of the dangers and to inform them of safer methods. If the drivers have a Manual of Best Practices tied into the transit system's policies and procedures that spell out the expectations of their duties that are laid out in the ADA, it would make the job easier and more professional on the driver's part.

DRIVERS, if something is being done at your transit system that is not in compliance with any of these regulations, speak to your supervisor immediately.

PASSENGER RELATIONS

A PASSENGER

A passenger is the most important person in our business...in person, by phone, or by mail.

A passenger is not dependent on us...we are dependent on them.

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DRIVER'S PERSONAL APPEARANCE AND HYGIENE

Many riders judge a transit system as much by the driver's personal appearance as they do by the quality of the transportation service. As a driver, your personal appearance and grooming should present a professional image. Your wearing apparel should be clean and in order. Some wrinkles or dust may be inevitable, but you should not look like you slept in your clothes! You should also take reasonable efforts to keep your hair combed and avoid unpleasant body odors or bad breath. Of course, passengers that do not practice good grooming and personal hygiene still expect you to do it because they consider you to be a professional.

DRIVER ATTITUDE AND DEMEANOR

Your attitude may very well determine just how pleasant, or unpleasant, a passenger's ride is going to be. Even though some passengers do not always show it, a nice smile and a pleasant "hello" or other friendly greeting is appreciated. It is possible that passengers have had a terrible day until they board your vehicle and you have the opportunity to be their first pleasant experience of the day.

PASSENGER COMPLAINTS

While some passenger complaints are justified, it is important that ALL complaints be handled in a professional manner. Even if you, as a driver, cannot do anything about the complaints, it is imperative that you always remain courteous and polite. Even if you are right, you will not solve anything by arguing with a passenger. If you let passenger remarks escalate into a confrontation, you could end up having an accident down the road due to the stress created by the confrontation. Human nature may prompt you to verbally retaliate to rude remarks and comments, but COMMON SENSE should dictate that safe driving is more important than getting in the last word.

COLLECTING FARES

If you collect fares from your passengers, you will need to practice some special passenger handling techniques. First and most important is that you be fully aware of your company's policy regarding fare collection. If a passenger has a problem finding the fare (or a pass), ask him/her to step aside and look for the fare so that other passengers are not stranded outside in the heat, cold, rain, snow, or wind. Patience in fare collection is important because some passengers have major problems remembering where they put their money or passes. If you become impatient with passengers, they usually become frustrated or angry. Such a situation can quickly lead to embarrassment for you and them. Remember that patience demonstrates PROFESSIONALISM.

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A passenger is not an interruption of our work...they are the purpose of it. We are not doing them a favor by serving...they are giving us a favor by giving us the opportunity to serve.

A passenger is not an outsider to our business...they are our business

A passenger is not a cold statistic...they are flesh and blood, a human being with feelings and emotions like you and me...and with biases and prejudices...likes and dislikes.

A passenger is a person who brings us wants. It is our job to handle their requirements so pleasantly and so helpfully that he/she will ride with us again and again.

BASIC PASSENGER RELATIONS SKILLS

There are three basic rules or skills that a transit vehicle driver must follow in practicing professional passenger relations. They are:

- Provide safe, reliable, and expert service
- Be courteous and patient
- Avoid arguments

Provide safe, reliable, and expert service. This means:

- Depart on time and try to stay on schedule, but never at the expense of passenger safety.
- Drive safely and smoothly at all times.
- Adjust temperature controls for the comfort of passengers whenever possible.
- Supply accurate information about the service.
- Answer questions politely and completely.
- When giving directions or other information – speak clearly, calmly, and with respect.

Be courteous and patient.

- Use respectful language and tone of voice.
- Do not swear or call names. Avoid sarcasm.
- Never shout at or strike a passenger.
- Keep passengers informed.
- Never embarrass your passengers.

Avoid arguments.

- Remain polite.
- Avoid lengthy discussions about policy or your actions.
- Remember that it takes two people to have an argument.

PASSENGER RELATIONS AND DRIVER SENSITIVITY

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If a passenger cannot find money or a pass after a reasonable period of time, you should know what your company's policy is in such matters. Usually, giving the passenger the benefit of the doubt, the first time is acceptable. Some passengers will even pay twice on the next trip when giving the benefit of the doubt. If, on the other hand, you suspect that someone is truly trying to steal a ride and cheat the system, the company policy should be clearly stated so that passengers know what options they have to alleviate the situation.

EATING OR DRINKING IN THE VEHICLE

For safety reasons, neither you nor your passengers should eat or drink on the vehicle when it is in service. In some states, consumption of food or drink on transit vehicles is against the law. Even when it is not against the law, consumption of food or drink could be dangerous. If any food or drink gets spilled in the vehicle, it could cause a passenger (or you) to slip and fall. If a passenger attempts to bring food or drink aboard for consumption on your vehicle, you have three options that can assist you in solving the problem. They are:

- Ask them to cover the drinks and wrap the food so it can be consumed after they disembark.
- Ask them to throw the food away or disembark, consume the food and drink, and then wait for the next run.
- Deny services and refuse to board them while they have food or drink.

USE OF TOBACCO PRODUCTS ON THE VEHICLE

Smoking and the use of smokeless tobacco products are not permitted. Smoking presents a health hazard to passengers with respiratory problems and creates an unnecessary fire hazard. Improper use of smokeless tobacco products can result in slips and falls as well as unsanitary vehicles.

Emergency Operations Plan

Transportation needs are defined as a vital element in Sampson County's Emergency Plan: Updated July, 2009 and specifically outlined in Section IV-subpart D. Further, in Section VI A of the Plan, it states; "Each agency of local government is responsible for the development of standard operating procedures, checklists, or guidelines to support the operations outlined in the plan."

In the Assignment of Responsibilities portion of the Plan, Section III. Assignment of Individual Responsibilities, Paragraph P. Aging Director/Transportation Officer/Volunteer Resource Coordinator outlines specific responsibilities related to transportation which are:

1. Develop and maintain operating procedures for the transportation of county residents during emergencies.
2. Coordinate all transportation resources.
3. Provide current resource list to Emergency Services Office
4. Make buses, vans and drivers available for evacuation/transportation operations.
5. Provide for refueling vehicles
6. Develop memoranda of understanding for use of vehicles and personnel.
7. Develop procedures to support unmet needs operations, when required.
8. Coordinate requests for vehicles and drivers needed for evacuation.
9. Coordinate staging areas with law enforcement and other agencies.
10. Obtain additional resources as needed from adjacent jurisdictions.
11. Maintain a current 24 hour emergency contact list as the Emergency Management Office.
12. Serve as a coordinator for emergency volunteers.

Additionally, the Direction and Control Section of the Emergency Operations Plan identifies the personnel, facilities, and resources which will be utilized in the coordinated response activities.

Section II C. Staffing

- 1b. Support Group: The Support Group under the direction of the Policy/ Administration Group is responsible for on-scene operations including Allocation of resources. The Support Group may consist of the following Sub-groups (Emergency Support Functions); however, staffing may be adjusted by deletion or addition of private, volunteer, or governmental agencies in response to the specific emergency:
 - (7) Emergency Transportation
 - Group Leader: Transportation Officer
 - Sheriff's Department
 - School Superintendents
 - Emergency Medical Services

Issues Specific to SAT and staff:

1. Participation in emergency operations is mandatory.
2. SAT will be represented at Control Group meetings by the Transportation Director the Director will communicate to the Transportation Supervisor the likelihood of an impending event becoming a state of emergency.
3. The Transportation Supervisor will notify SAT staff of the impending event and any information regarding a declaration of emergency. Drivers will be identified to transport citizens to shelters.
4. Once the state of emergency has been declared and shelter openings announced, drivers will ensure that their vehicles are fueled and proceed to a designated shelter. Each vehicle dispatched to a shelter will have a second person on board to provide passenger assistance. With the exception of the Clinton shelter, each shelter will have a SAT vehicle on-site. The vehicle designated for the Clinton shelter along with a spare driver and vehicle will be dispatched from Emergency Management.
5. The Transportation Director and Supervisor will report to the EMS center once the declaration of emergency has been issued. The Supervisor will report to communications so that incoming calls from citizens can be handled. Once information from a citizen has been recorded, the appropriate driver will be contacted and given directions for citizen pickup.
6. SAT drivers will be ordered off the road when conditions have deteriorated to the point vehicular travel is unsafe. Drivers will be notified before Highway Patrol is closing roads in time enough to get home. If drivers are home when the emergency passes, they will automatically come back on-duty when needed.

Emergency Operations Procedures – Sampson Area Transportation
Sampson Area Transportation will follow all Sampson County Policies and Procedures as set forth by Sampson County's Emergency Operations Plan, Emergency Action Plan, and Evacuation Procedures. The following policies and procedures are specifically designed for the Transportation Building and the employees that occupy it.

A. Evacuation Procedures

1. Planning and preparation
 - a. All exits are labeled and operable.
 - b. Evacuation route diagrams have been approved by the Safety Committee and are posted in reception area and in the hallway.
 - c. All employees/occupants will know:
 1. They should not block exits, hoses, extinguishers, corridors or stairs by storage or rearrangement of furniture or equipment. Good housekeeping is everyone's responsibility.
 2. At least two exits from the building
 3. Be familiar with the evacuation routes diagrams.
 4. If notified to evacuate, do so in a calm and orderly fashion:
 - a. Don't run
 - b. Keep conversation level down
 - c. Take your valuable and outer garments
 - d. Close all doors behind you
 - e. Assist others in need of assistance.
 - d. All evacuation wardens have been trained in their specific duties and all building occupants have been instructed in what to do in case of an emergency evacuation.
2. When it becomes necessary to evacuate the Transportation Building, or a portion of the building, the following procedures will be utilized:
 - a. In grave emergencies such as a fire, bomb threat, etc., a total and immediate evacuation should occur.
 1. There are evacuation diagrams posted on the wall of the reception area and in the hallway.
 2. All employees should meet outside the fence in the grassy area at the DSS building (in front of the Veterans/Board of Elections office).
 3. Shelters will be open for severe weather such as tornadoes or high winds.
3. Accounting for employees after evacuation - Wardens

- a. The evacuation wardens are the Transportation Supervisor and in his/her absence, the Transportation Office Manager. In the event of an incident they will alert all employees to evacuate through the safest exit possible.
 - b. The wardens will need to have a list of employees to check off once outside. He/she will need to also have their mobile radio with them to contact drivers who may be out on the road.
 - c. Evacuation Wardens will be properly trained in the building's layout and the various escape routes for the workplace.
 - d. Before leaving the building, the warden(s) will check all rooms and other enclosed spaces in their work area for employees who may be trapped, or otherwise unable to evacuate. Be sure to check all conference rooms, bathrooms, storage rooms etc. **Close all Doors.** Closing all doors will help keep track of what areas have been checked as well as slow the spread of the fire, toxic gas, etc. Do not lock the doors.
 - e. After a complete and accurate search has been made of the areas exit the building and account for each of the employees.
 - f. Wait with the relocated personnel in the safe area until instructed further from either the Fire Department, Department Head or County Administration.
- B. Notification of Fire and Emergencies In case of fire or emergency;
1. Warden will call 911 (County Wide Emergency Number) or assign someone to call.
 2. Contact the Department Head immediately.
- C. Training
1. Safety Committee will insure verbal training of Department Heads for disasters. The Department Head shall be responsible for training and designing a sufficient number of employees to assist in safe and orderly evacuation of employees. (One (1) warden appointed for each twenty (20) employees)
 2. All employees will be advised of their responsibilities by the Department Head under the Emergency Action Plan at the following times:
 - a. When the plan is developed.
 - b. When the employee's responsibilities change.
 - c. Whenever the plan changes.
 - d. Safety Committee will make sure new Department Head will be orientated.

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- 3. Training will be provided to all employees on the Emergency Action Plan upon hire and yearly thereafter.
- 4. Unannounced Fire Drills will be done yearly by Department Head, Fire Marshall or members of the County Safety Committee to monitor the procedure.

D. Emergencies

1. Hurricanes, Tornadoes

One of the greatest dangers in windstorms like tornadoes is flying debris and structural collapse. In the event of a tornado, all employees should go to an interior portion of the building, avoiding all windows, doors and exterior walls, get as close to the floor as possible, next to an interior wall, and protect the back of the head. Employees should remain in this position until after the storm has passed. Following the storm employees should carefully exit the building taking care to avoid electrical lines down or any other hazards caused by the storm and remain in a safe area until they are advised to move.

If time permits, Transportation employees should lock up the office and relocate to the Aging Office because it is a more secure building.

2. Bomb Threat

If there has been advanced organized planning when a bomb threat has been received, minimized confusion will be the reaction. Without advanced planning and training the results could be mass panic. There are two reasonable explanations for a call reporting a bomb in an establishment:

- a. The caller has definite knowledge or believes that an explosive or incendiary device has been placed, and he wants to minimize personal injury or property damage.
- b. The caller wants to create an atmosphere of anxiety and panic which will in turn possibly result in a disruption of the normal activities at the establishment where the device is purportedly located.

The Transportation Operations Supervisor or Office Manager will contact the Director immediately. The Department Head will determine if there will be an evacuation by the department.

Training for Employees for Bomb Threats

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- 1. The universal County signal for a bomb threat is a "Code Green". All personnel should be trained to realize what these words will mean.
- 2. A chain of command should be reported following a call:
 - a. Employee answering the phone should notify the Transportation Supervisor or Office Manager as soon as possible. (i.e., giving a near-by employee a "Code Green" warning by verbal or written message)
 - b. Use a "runner" for all communications. Do not use phones, walkie talkies, mobile radios, etc. for communications.
 - c. The Transportation Supervisor will notify the Department Head as soon as possible. The Department Head will notify the County Manager and start deciding on the options his department needs to take.
 - d. If evacuation occurs, do not take anything with you. Leave all electrical items as they are.
 - e. The County Manager will notify the Emergency Services Director and the Sheriff.
 - f. The Emergency Services Director and the Sheriff will be responsible for the physical search of the building and the disposal of an explosive. They will also determine if fire and rescue personnel will be needed.
- 3. Keep the caller on the line as long as possible:
 - a. Ask the caller to repeat the message. Record every word spoken by the person on the Bomb Threat Checklist. A Bomb Threat Checklist should be kept beside every phone used for incoming calls.
 - b. Ask the caller for the location of the bomb or the time of possible detonation.
 - c. Inform the caller that the building is occupied, and the detonation of a bomb could result in death or serious injury to many innocent people. The bomber may be willing to give more specific information on the location of the bomb, especially if he/she wishes to avoid injuries or deaths.
 - d. Pay particular attention to peculiar background noises such as motors running, background music, and other noises which may give a clue as to the location of the caller.
 - e. Listen closely to the caller's voice (male or female), voice quality (calm, excited), accents and speech impediments.

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Immediately after the caller hangs up, if the threat has not already been reported, report the information to the Transportation Supervisor or Office Manager. The person who takes the call should remain available for questions for the proper authorities.

- f. The Department Head will be responsible for contacting the County Manager, etc., initiating evacuation, if warranted; initiating internal security procedures; and recalling employees.

3. Fire Prevention Plan

- a. Potential Fire Hazards
 - 1. Smoking in the workplace – No Smoking is allowed in or on the Transportation premises
 - 2. Coffee Pots, Microwaves, and other such devices – All should be kept clean and must be turned off when not in use.
 - 3. Poor Housekeeping – All combustible scraps, debris and waste must be stored safely in suitable containers and removed from work areas promptly.
 - 4. Electrical Hazards – All electrical equipment must be properly grounded. All electrical utilities must be adequate and not overloaded. All exposed wiring or cords will be repaired or replaced promptly.
- b. Responsibility for Fire Prevention

All employees are responsible for eliminating fire hazards and reporting such hazards to their Supervisors. The Department Head is responsible for ensuring compliance with this plan and maintenance of the fire prevention equipment.

c. Fire Prevention System and Equipment

The Transportation office has adequate and proper fire extinguishers for use. Employees will be trained yearly on how to operate properly. Training will be provided by Emergency Management employees or the local vendor who sells and maintains the Fire Extinguisher equipment. Fire extinguishers will be maintained yearly and when needed by a local vendor.

d. In the event of a Fire, employees should follow these steps

- 1. Call 911

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- 2. Contact the Transportation Supervisor, Office Manager, or Director.
- 3. If safe to do so, attempt to extinguish small controllable fires. Smother wastebasket fires.
- 4. Wardens will give employees instructions. Follow evacuation procedures.

Bomb Threat Check List

Time and Date Reported _____

How Reported _____

Exact words of Caller _____

Questions to Ask:

- 1. When is the bomb going to explode? _____
- 2. Where is the bomb located? _____
- 3. What kind of bomb is it? _____
- 4. What does it look like? _____
- 5. Why did you place the bomb? _____
- 6. Where are you calling from? _____

Description of caller's voice: _____

Male _____ Female _____ Young _____ Mid Age _____ Older Adult _____

Accent _____ Voice Tone _____

Background noise _____

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Is voice familiar? _____ If so, who did it sound like?

Other voice characteristics or unusual notations:

Time caller hung up _____ Remarks

Name, address, Telephone number of employee taking the call

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SYSTEM SAFETY PLAN PURPOSE

A System Safety Plan has many beneficial purposes for your employees and passengers. A plan provides:

- A documented approach to accomplishing a system safety program.
- A means of providing safety policies and procedures to drivers, vehicle maintenance, office and facility personnel.
- A way to reduce accidents and injuries through preventative measures.

SYSTEM SAFETY OBJECTIVES

In the transit environment, when properly applied, system safety:

1. Ensures safety is addressed during system planning, design and construction.
2. Provide analysis tools and methodologies to promote safe system operation through the identification of safety hazards and the implementation of technology, procedures, training, and safety devices to resolve these hazards.

**TRANSIT SYSTEM SAFETY PHILOSOPHY
NCDOT Safety Philosophy Statements**

A Safety Philosophy is part of the North Carolina Department of Transportation (NCDOT) mission. North Carolina public transit systems can uphold this mission by acknowledging and implementing the NCDOT safety philosophy statements shown below:

- ❖ All accidents and injuries can be prevented.
- ❖ Management/supervisors are responsible, and will be held accountable, for preventing injuries and occupational illnesses.
- ❖ Occupational safety and health is part of every employee's total job performance.
- ❖ Working safely is a condition of employment.
- ❖ All workplace hazards can be safeguarded.
- ❖ Training employees to work safely is essential and is the responsibility of management/supervision.
- ❖ Preventing personal injuries and accidents is good business.

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SAFETY DATA ACQUISITION/ANALYSIS

DESCRIPTION OF ELEMENT

Understanding safety data is an important step toward allocating important (and often scarce) resources to implement safety program elements. Safety data relative to transit provider operations can be used to determine safety trends in system operation. The data include information gathered from within the system on safety-related events such as passenger injuries or claims, employee injuries, accidents, incidents, and preventability. Driver reports (sometimes called trip sheets) can be an important source of safety problems, such as dangerous stop locations, problems with vehicle equipment, safety problems with the route, and other issues. The data is useful in a formal hazard identification and resolution process to help identify hazards before they cause accidents. The data may also help improve system performance, not only in respect to safety, but also in overall delivery of service to the riding public. In addition, trend analysis of safety data can help determine the effectiveness of safety initiatives that have been implemented.

- A. One of the most important services the safety unit provides for the transit organization is the collection, maintenance, and distribution of safety data relative to system operation.
 - Includes information gathered from within the system on various operating events relative to safety.
- B. Analysis of this system specific data can be used to determine trends and patterns in system operation.
- C. Used as part of the Hazard Resolution Process, data collection and analysis can be used to identify hazards before they cause accidents.
 - This is done by techniques such as trend analysis and thus become a vital component of efforts to improve system performance, not only in respect to safety but also in overall delivery of service to the riding public.
- D. The responsibilities for providing, receiving, processing and analyzing data should be listed here and can be general or specific, based on the needs of the transit system.

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SAFETY GOALS

- ❖ Instilling a safety attitude and a safe workplace/customer service environment
- ❖ Establishing a commitment to safety
- ❖ Developing and maintaining a comprehensive, structured safety program
- ❖ Developing and maintaining safety standards and procedures
- ❖ Providing formalized safety training
- ❖ Reducing accident and injury rates
- ❖ Selecting equipment that promotes and enhances safety
- ❖ Safeguarding hazards
- ❖ Making necessary changes in the system to uphold safety
- ❖ Increasing employee safety awareness
- ❖ Applying new research and development in safety efforts
- ❖ Meet NCDOT/PTD minimum training standard
- ❖ Establishing and having quarterly safety meetings with all drivers and office staff
- ❖ Maintaining and updating a Safety Informational Board for drivers and office staff

This policy creates a proactive transit safety culture that supports employee safety and safe system operation through motivated compliance with agency rules and procedures and the appropriate use and operation of equipment

Sampson Area Transportation will hold quarterly safety meetings with all staff. The purpose of these meetings will be to inform staff of safety issues, any safety complaints, and as a general informational tool. The Transportation Supervisor (Safety Officer) will serve as the lead agent in this meeting. Additionally, the Transportation Supervisor will report to the Director and Transportation Advisory Board any safety-related issues.

SAMPSON AREA TRANSPORTATION
Quarterly Safety Meeting Report

Date: _____

Address: _____

Meeting Chairman: _____

Attendance should be documented.

Other Persons Present: _____

Formal Presentation (Name of presenter and topic): _____

Other Subjects Discussed: _____

Reports on Weekly Meetings: _____

Employees' Comments/Suggestions: _____

Chairman's Signature _____

SAMPSON AREA TRANSPORTATION
SAFETY RESPONSIBILITIES – SPECIFIC POSITIONS

Supervisors

Transportation Supervisor and Transportation Office Manager are the key persons in the scheme of loss control because of the close relationship with the employee and intimate knowledge of operating procedures. The Transportation Supervisor acts as Safety Officer for SAT.

Supervisors are charged with the responsibilities of quality and quantity of production within the department, and therefore are responsible for the work conduct of same. Supervisors should be afforded the necessary tools and knowledge to carry out their duties with efficiency and safety.

Supervisors should:

- Have a thorough knowledge of the Sampson Area Transportation Safety Policy.
- Provide instruction and training to workers so that they conduct their job in a safe manner.
- Make daily inspections of the department to ensure that no unsafe conditions or unsafe practices exist.
- Initiate immediate corrective action where unsafe conditions or practices are found.
- Properly complete accident reports and investigate all accidents to determine what must be done to prevent recurrence of a similar accident.
- Be familiar with procedures that must be followed in case of an emergency.
- Enforce safety rules and regulations of the organization.
- Set a good example for safety by working in a safe manner and encouraging others to do so.

Employees

To assist the employee in developing keen "safety awareness" the following responsibilities are assigned:

- To abide by the safety rules and regulations of the organization.
- To regard the safety of fellow workers at all times.
- To report any unsafe condition to the Safety Officer.
- To contribute ideas and suggestions for improving the safety of conditions or procedures to the Safety Officer.
- To use individual knowledge and influence to prevent accidents.
- To attend safety training sessions.
- To report accidents and injuries immediately.

RELATIONSHIP BETWEEN SYSTEM SAFETY AND SYSTEM OPERATIONS

Management of Unsafe Conditions

- Eliminate hazards by removing the machines, tool, method, material, or structure that is causing the hazard through appropriate means. Contacting officials of OSHA, or EPA, may be necessary for proper disposal.
- Control the hazard by enclosing or guarding the point of hazard at the source.
- Train personnel on steps to take when confronted by a hazardous condition and provide procedures to safely avoid the hazard.
- Provide and ensure the use of personal protective equipment to shield employees from the hazard.

At no time should protective devices or safety practices be set aside to get the job done faster and cheaper. The price paid for such indiscretion may greatly exceed the anticipated gain from the action.

Transportation Supervisor – Safety Officer

The Transportation Supervisor is the individual who is directly responsible for implementing the System Safety Program. It is the basic responsibility of the supervisor to plan and conduct safe operations. **It is also the duty and responsibility of the supervisor to fully orient and instruct all employees in safe practices and procedures.** He or she is expected to be a member of the safety and Accident Review Committee and be in charge of collecting and disseminating safety data. The Safety Officer is specifically charged with the following responsibilities for the System Safety Program:

- Have full knowledge of all standard and emergency operating procedures;
- Perform safety audits of operations;
- Ensure that employees make safety a primary concern when on the job;
- Actively investigate all incidents and accidents;
- Prohibit unsafe conduct and conditions;
- Conduct safety meetings which are a vital part of safety atmosphere;
- Listen and act upon any safety concerns raised by employees; and
- Report to management any safety concerns or possible hazards.

Employees

It is the responsibility of each employee of the Transit System to abide by all rules and regulations and to comply with all laws pertaining to safety and health in the workplace. **It is the responsibility of each supervisor of the Transit System to provide explicit instructional and procedural safety training for each employee.** Safety becomes a shared responsibility between management and the employee and working safely is a condition of employment.

Employees are required to identify, report and correct unsafe conduct and conditions. Under (OSHA) 29 CFR part 1910; employees have the right to report any unsafe working conditions without being subjected to any retaliation whatsoever. Each employee must be an integral part of the SYSTEM SAFETY PROGRAM.

Safety meetings involve employees in the Safety Program and are very useful ways of training employees. Safety meetings and committees are used to present information, discuss problems and new ideas and discuss recent accidents and injuries. Safety meetings and commitment shall include, but shall not be limited to, the following:

1. Wearing the prescribed uniform and safety shoes as required.
2. Reporting promptly and in writing, to your supervisor, all injuries and illnesses associated with the jobs.
3. Reporting, no matter how slight, all fires, accidental damage to property, hazardous material spills and other emergency occurrences to your supervisor.
4. Disposing of all hazardous materials in an acceptable and lawful manner.
5. Working under the influence of alcohol or illegal drugs is specifically forbidden. Use of prescription drugs, which may affect your alertness or work abilities, shall be reported to your supervisor (49 CFR parts 40, 653, and 654).
6. Taking care not to abuse tools and equipment, so these items will be in usable condition for as long as possible, as well as ensure they are in the best possible condition while being used.

COMPUTER DATA ENTRY SAFETY PROCEDURES

The following actions can help to reduce muscle fatigue and tension while enabling maximum performance:

- Adjust seat height and backrest angle to fit the user in a seated position. Adjust footrest for proper height and angle.
- Screens should have adjustable height and tilt; screens should be arranged so that they are never higher than eye level for the users.
- Position documents roughly perpendicular to the line of sight using a document holder.
- Adjust keyboard to fit the operator. Keyboards should be detached in order to allow for positioning.
- Always use anti-glare screens.
- Users should maintain correct hand and wrist posture when entering data. Repetitive motion illness develops over an extended period of time. Learn work habits that reduce risks and be aware of early symptoms of the illness.
- A footstool may be used as a footrest for petite operators.
- Frequent work breaks should be taken after continuous work periods requiring more than five hours of screen viewing time, constant rapid muscular action, fixed positions on jobs that are highly repetitive.

OFFICE SAFETY PROCEDURES

The following suggestions can help to make your office environment a safe one:

- Don't place computers, calculators, or adding machines too close to the edge of the desk or other surfaces.
- Machines that tend to move during operation should be fastened down or secured with rubber feet or mats.
- Electric office machines should be equipped with three-prong electrical cords.
- Avoid stretching cords between desks or across aisles.
- Never store combustible office materials in HVAC closets or electrical rooms.
- Do not permit floor coverings to become tripping hazards.
- Keep floors clean. Clean up all spills on floors immediately. Pick up papers, pencils, clips and any objects that will cause tripping hazards.

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- Tighten your stomach muscles and lift with your legs.
- Lift the load slowly.
- Hold the load as close to the body as possible; be sure you position the load close to the body before lifting.
- Do not twist during your lift or when moving the load. Turn with your feet rather than your back.
- Set the load down gently, using your legs and keeping your back as straight as possible.
- Be sure your fingers are out of the way when putting the load down and when moving the load through tight spaces.
- Ask for help if you need it and use lifting tools and devices whenever they are available.

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- Place wastebaskets where they will not present a tripping hazard.
- Never stack anything so high as to obstruct vision. Make sure that stacks are not within 18 inches of ceiling sprinkler heads.
- Electrical cords and phone lines should be secured to prevent tripping hazards.
- Know where building emergency exits are located. These areas should not be used for storage.
- File drawers should be closed immediately after use so no one can run into or trip over them. Only one drawer should be opened at a time to prevent the cabinet from falling forward.
- Entryway steps should be marked with contrasting colors.
- Be sure all electrical equipment is grounded and the cord is in good condition. If a machine is shocking or smoking, unplug it and immediately report the defect.
- The use of portable electric, gas or other heating devices is prohibited.
- Be cautious as you approach doors that open in your direction.
- Slow your pace when approaching a blind corner in a hallway.
- Do not run-in corridors.
- Office tables, chairs, and desks must be maintained in good condition and remain free from sharp corners, projecting edges wobbly legs, etc.
- Never use chairs, desks or other furniture as a makeshift ladder. Use a stepladder for climbing but do not use the top two steps.
- Do not lean forward in a roller chair to pick up an object.
- Keep the blades of paper cutters closed when not in use.
- Never run power cords under carpet or chair pads.

SAFE LIFTING PROCEDURES

Preserve your back health by using the following lifting strategies:

- Before lifting a load, think of other means of moving it using a device that can help you to pull, push or roll the load.
- Have firm footing and make sure the standing surface that you are on is not slippery.
- Determine the best way to hold the load using handles, gripping areas or special lifting tools. Get a firm grip on the load.
- Keep your back straight by tucking your chin in.

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HAZARD IDENTIFICATION AND ANALYSIS METHODOLOGY

Sampson Area Transportation will follow the policies and procedures set forth in the Sampson County Employee Safety Manual in reference to Hazard Identification; reference the Safety and Health Program Section. SAT will work closely with the Sampson County Safety Officer for this purpose.

Bloodborne Pathogens/Infection Control

SAT will abide by the Sampson County Employee Safety Manual section that deals with Bloodborne Pathogens. In case of an emergency before or after normal business hours where a bloodborne pathogen kit is used, the driver will place all materials in a self-sealing trashcan marked "Bio-Hazard" that is kept in the outside barn and inform a supervisor. The supervisor will take the contents to the Sampson County Health Department as soon as it opens and dispose of it in their biohazard approved container. Training for the handling of blood-borne pathogens will be done yearly for all transportation staff.

SAFETY TERMS AND DEFINITIONS

ACCIDENT

An unforeseen event or occurrence that results in death, injury, or property damage – *System Safety Program Training Participant's Guide*

An incident involving a moving vehicle. Includes collisions with another vehicle, object or person (except suicides) and derailment/left roadway. This also includes Personal Casualties incidents on the vehicle and entering/exiting the vehicle. – *Federal Transit Administration (FTA) - Safety Management Information Statistics (1999 SAMIS Annual Report)(2000) <http://transit-safety.volpe.dot.gov/publications/default.asp>*

Occurrence in a sequence of events that produces unintended injury, death or property damage. Accident refers to the event, not the result of the event. – *National Safety Council (NSC), [National Safety Council Statistics Glossary \[online\]\(Research & Statistics, 25 July 2000\[15 March 2002\]\); <http://www.nsc.org/lrs/glossary.htm>](http://www.nsc.org/lrs/glossary.htm)*

HAZARD

Any real or potential condition that can cause injury, death or damage to or loss of equipment or property
- theoretical condition

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- identified before an incident actually occurs
- FTA - Implementation Guidelines for State Safety Oversight of Rail Fixed
Guideway
Systems (1996) <http://transit-safety.volpe.dot.gov/publications/default.asp>

INCIDENT

An unforeseen event or occurrence which does not necessarily result in death,
injury, contact or property damage - FTA - Implementation Guidelines for State
Safety Oversight of Rail Fixed Guideway Systems (1996)
<http://transit-safety.volpe.dot.gov/publications/default.asp>

Collisions, personal casualties, derailments/left roadway, fires, and property
damage greater than \$1,000 associated with transit agency revenue vehicles and
all transit facilities - FTA - Safety Management Information Statistics (1993
SAMIS Annual Report) (1995) <http://transit-safety.volpe.dot.gov/publications/default.asp>

RISK

Probability of an accident multiplied by the consequences of an accident (often in
\$) - System Safety Program Training Participant's Guide

Exposure or probable likelihood of a hazard (accident, crisis, emergency or
disaster) occurring at a system. Risk is measured in terms of impact and
vulnerability - FTA - Critical Incident Management Guidelines (1998)
<http://transit-safety.volpe.dot.gov/publications/default.asp>

SAFETY

Freedom from those conditions that can cause death, injury, occupational illness,
damage to or loss of equipment or property, or damage to the environment -
Military Standard 882-D

Freedom from danger - FTA - Implementation Guidelines for State Safety
Oversight of Rail Fixed Guideway Systems (1996)
<http://transit-safety.volpe.dot.gov/publications/default.asp>

SECURITY

Precautions taken to guard against crime, attack, sabotage, espionage, etc. - The
Learning Network, Inc., A-Z Dictionary [online](2000-2002[15 March 2002])
<http://www.infoplease.com>

Freedom from intentional danger - FTA - Implementation Guidelines for State
Safety Oversight of Rail Fixed Guideway Systems (1996)
<http://transit-safety.volpe.dot.gov/publications/default.asp>

SYSTEM SECURITY

All activities associated with providing security to transit patrons and securing
transit
property including supervision and clerical support. Includes patrolling revenue
vehicles and passenger facilities during revenue operations; patrolling and
controlling access to yards, buildings and structures; monitoring security devices;
and, reporting security breaches - US Department of Transportation, Bureau of
Transportation Statistics, Transportation Expressions [online](1996[15 March
2002]) <http://www.bts.gov/btsprod/exp/exprsearch.html>

SAMPSON AREA TRANSPORTATION

**Driver/Employee Training
Accident and Incident Reporting Policy**

Policy Description:

It is the responsibility of every employee of Sampson Area Transportation (SAT) to
report any and all accidents/incidents immediately to the Transportation Supervisor or
Office Manager. Drivers will provide accurate, detailed reports of all
accidents/incidents using the system's incident reporting form. Drivers must complete an
Incident Report Form if anything unusual occurs during their route. Incidents include
accidents, injuries, property damage and near misses. Examples of incidents that should
be recorded include but not limited to:

- Passengers or driver falls with or without injuries
- Passenger injuries (when injury occurs, fill out a passenger I.D. form in addition to the incident report)
- Difficulties with passengers that result in damage to people and/or property (example: passenger actions such as throwing objects, etc.).

- Equipment failures which cause delays; running over objects which could cause residual damages to tires or undercarriage; and any unusual occurrences or events that caused or could cause future problems in the safe and reliable operation of the vehicle.
- Accidents/Incidents requiring passenger medical treatment
- Accidents/Incidents will be recorded in AssetWorks and reported to NCDOT within 24 hours.
- If involved in an accident, drivers must remain at the scene of the accident to make a report to law enforcement officers.

FATAL ACCIDENTS: If a fatal accident occurs, Sampson Area Transportation must provide written notice about the accident to NC DOT PTD by the close of business day during which the accident occurred. In addition, a report indicating the death of a person must be given to NC DOT PTD within 24 hours of an accident victim's death. A written copy of local or state accident investigation reports of fatal accidents should be submitted to NC DOT PTD within 30 days after the accidents.

**Sampson Area Transportation
Incident Report Form**

Complete form according to the Accident/Incident Reporting Policy

Please supply the following information about the incident that you are reporting:

Bodily Injury _____ Property Damage _____
 Employee: _____ Supervisor: _____
 Name of injured client: _____
 Name of injured employee: _____
 Employee Title: _____ Age _____
 Date of Incident: _____ Time: _____ : _____ AM or PM

Time incident was reported and to whom: _____

Description of incident/accident: _____

Possible preventable action: _____

Corrective measures taken: _____

Training given to employee after the incident/accident: _____

Employee Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____

**Accident Response and Reporting Policy
Employee/Visitor injured on SAT premises or vehicles**

Purpose

To establish guidelines for responding to an accident/incident, and to ensure accurate and consistent reporting of information concerning the accident/incident.

Policy

In case of an injury, Supervisors should:

- Determine if the severity of the injury necessitates calling an ambulance. When in doubt, call an ambulance.

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- If an ambulance is needed, have someone call 911 (someone who can provide clear directions).
- Post someone at the nearest entrance of the facility to direct EMS personnel to the scene.
- Sampson Area Transportation Employee Injury Report or Visitor Injury Report form must be completed as soon as possible.
- Client accident reports are required and must be forwarded to the Administrative Officer on all client injuries on an agency premises or vehicles.

INCIDENT INVESTIGATION POLICY AND PROCEDURES

An incident is an event that could have, or did, result in personal injury or damage to State or private property. Investigations of these incidents are important for the prevention of future accidents and tracking the quality of our safety program. Incident investigations will not be a faultfinding process.

The Transportation Supervisor is responsible for ensuring that the corrective actions have been taken and documentation is consistent. As always, the Director and the County Manager will have final say over any disciplinary action.

DOCUMENTATION:

- Employees will report the incident to the Transportation Supervisor or Office Manager immediately.
- Employees will complete the Employee's Statement and shall return it to their appropriate supervisor within one day of the incident. The supervisor shall forward a copy within two days of the incident to the appropriate department.
- If an injury has resulted, the immediate supervisor will complete the North Carolina Industrial Commission and send within one day from the date of the

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- knowledge of the injury the original and one copy to the appropriate workman compensation department and one copy to each of the following:
 - The injured employee
 - Contractors appropriate department and/or Sampson Area Transportation
 - (NC Industrial Commission required within five days of the date of the knowledge of the injury).

ACCIDENT AND INJURY RESPONSE PROCEDURES

- Take appropriate action to prevent additional injuries and/or accidents.
- Attend to injured person(s) accordance with first aid training. The safe working practice for First Aid is an excellent review on how to handle a situation involving personal injury.
- When an injured employee requires medical treatment, the immediate supervisor is responsible for seeing that prompt medical treatment is provided. The welfare of the injured employee is primary; do not economize; use an ambulance if necessary. A supervisor will accompany the injured employee to the medical facility.
- For motor vehicle accidents, call the Police and the EMS and fire department when needed.
- Be courteous, answer police questions, and give identifying information to other parties involved. Do not assume responsibility.
- Complete the information in the Motor Vehicle Accident Reporting Kit provided by Sampson Area Transportation.
- Employees are required to report all incidents/accident to Transportation Supervisor immediately.
- Serious incidents shall be reported immediately. If there is a fatality, an immediate report to the NCDOT and FTA is also required.
- If a serious injury or fatality occurs, the highest-level supervisor available (Director, Finance Director, Assistant County Manager, or County Manager) should meet with family members to explain the circumstances and to provide assistance.

SAMPSON AREA TRANSPORTATION DISPATCHER EMERGENCY NOTIFICATION SHEET

To be filled out when receiving an emergency call.

Incident

Date: _____ Time: _____ Vehicle #: _____
Driver Name: _____

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Location: _____

Type of Emergency:

- | | |
|---|---|
| <input type="checkbox"/> Passenger illness/injury | <input type="checkbox"/> Mechanical breakdown |
| <input type="checkbox"/> Passenger incident | <input type="checkbox"/> Flat tire |
| <input type="checkbox"/> Driver illness/injury | <input type="checkbox"/> Accident |
| <input type="checkbox"/> Other _____ | |

Response

Are EMS services required? Yes No

- If YES, please check all that apply:
- | | |
|--------------------------------------|---------------------------------|
| <input type="checkbox"/> EMT | <input type="checkbox"/> Fire |
| <input type="checkbox"/> Ambulance | <input type="checkbox"/> Rescue |
| <input type="checkbox"/> Other _____ | |

Time Notified: _____

- Other services dispatched:
- | | |
|--|---|
| <input type="checkbox"/> Tow truck | <input type="checkbox"/> Road service |
| <input type="checkbox"/> Transit vehicle | <input type="checkbox"/> Transit driver |
| <input type="checkbox"/> Other _____ | |

Time Notified: _____

Comments: _____

SAMPLE POST ACCIDENT QUESTIONS

General

- Driver name
- Is driver injured?
- Was there a passenger on board?
- Is passenger injured?
- Number of vehicles involved
- Exact location of accident
- Date and time of accident
- Date and time reported to company
- Weather and road conditions
- General description of accident

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NCDOT recordable information [Not all NCDOT recordable information questions are listed here]

- Is there a fatality involved?
- Were any vehicles towed from the scene?
- Was any person at the scene transported due to injuries?
- Did driver receive a ticket?
- Is there a Post Accident Drug/Alcohol Test required?

Property damage (other than vehicles)

- What was damaged?
- Who owns the property (Name, address, and phone number)?
- Location of the property damage
- Is it causing loss of business (i.e. power outage, etc.)?

Law Enforcement

Name, badge number and department of investigating officer

Vehicle information for each vehicle involved

- Name, address and phone of driver and each passenger in the vehicle
- Were any people in this vehicle injured?
- Vehicle year, make, model and license
- Type of damage
- Insurance company name, address and phone
- Was the driver ticketed?

Injury information for each person involved

- Name
- Type of injury
- Where were they taken (i.e. Hospital)?
- Address and phone of location taken

Witness information

Name, address, phone, cell phone, Email address or any other information

Accident/Incident Report Form

Date of incident: _____ Time: _____ AM/PM

Name of injured person: _____

Address: _____

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 Phone Number(s): _____
 Date of birth: _____ Male _____ Female _____
 Who was injured person?(circle one) Passenger System Employee
 Type of injury: _____
 Details of incident: _____

 Injury requires physician/hospital visit? Yes ___ No ___
 Name of physician/hospital: _____
 Address: _____
 Physician/hospital phone number: _____
 Signature of injured party _____ Date _____
 *No medical attention was desired and/or required.
 Signature of injured party _____ Date _____

**SAMPSON AREA TRANSPORTATION
 EMPLOYEE'S STATEMENT OF INCIDENT**

Employee Name: _____ Employee SS# _____
 Employee Title: _____
 Date of Incident: _____ Date Incident Reported: _____
 Description of Incident (What happened?) _____

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 Date of Review: _____
 1. Describe the accident/incident from your perspective:

 2. Describe what you were doing just prior to the accident/incident:

 3. Describe how the accident/incident occurred:

 4. Do you think this accident/incident could have been prevented? If so, how? If not, why?

 Signature _____ Date _____

**SAMPSON AREA TRANSPORTATION
 BACKING ACCIDENT INFORMATION**

Yes No Were there any passengers in your vehicle or employees in the immediate area that could have assisted you at the time of the accident?
 List the names of all passengers or employees in the immediate area:

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 Incident Witnesses: Yes No If checked yes, list name(s) & telephone number(s) on back.
 Cause of Incident (What caused it to happen?): _____

 How could this incident have been prevented? _____

 I certify that I have read the above information and that it is a true, accurate, and factual statement. I further certify that if I am the injured party that my injury/illness arose out of and in the course of my employment with Sampson Area Transportation (I have read the above or it has been reviewed and explained to me.)

 Employee's Signature _____ Print Witness Name (For statement and signature only) _____
 Date _____ Witness Signature _____

**SAMPSON AREA TRANSPORTATION
 EMPLOYEE'S REVIEW OF ON-THE-JOB ACCIDENT/INCIDENT**

Name of Employee: _____ Date: _____
 Accident/Incident: _____
 Location of Accident: _____
 Time of Accident: _____
 Supervisor Name: _____

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 Yes No Before backing your vehicle, did you request assistance from any passengers or employees in the area?
 If you answered no for question #3, please explain why:

Driver's Signature _____ Date _____

INCIDENT WITNESS LIST

Name	Phone # (Area Code-Local Number)
_____	_____
_____	_____
_____	_____
_____	_____

**SAMPSON AREA TRANSPORTATION
 PASSENGER FORM**

This form should be filled out by passengers who have witnessed an accident and/or were injured.

Name: _____
 Mailing Address: _____
 Date of Birth: _____
 Sex: _____ Eye Color: _____
 Hair Color: _____ Height: _____ Weight: _____

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 Primary Physician: _____

 Phone Number(s): _____ or _____
 Emergency Contact: _____
 Emergency Contact Phone Number(s): _____ or _____
 Disability or Medical Condition (if injured):

 Current Medications Taken (if injured):

**SAMPSON AREA TRANSPORTATION
 PASSENGER INJURY FORM**

To be completed by Transit Personnel for each passenger injured in an accident.

GENERAL INFORMATION

Name: _____ Date of Birth: _____
 Home Address: _____
 City: _____ State: _____ Zip Code: _____
 Home Phone #: _____ Other Phone #: _____
 Date of Accident: _____ Time of Accident: _____
 _____ AM/PM
 Specific Location of Accident: _____

INJURY INFORMATION

Type of Injury:
 _____ Bruise _____ Burns
 _____ Strain/Sprain _____ Foreign Body

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 _____ Puncture/Cut _____ Disoriented
 _____ Fracture _____ Infection
 _____ Other _____

Part of Body Injured:

_____ Head _____ Mouth _____ Hand _____ Leg _____ Toe
 _____ Neck _____ Shoulder _____ Finger _____ Knee _____ Back
 _____ Eye(s) _____ Arm _____ Elbow _____ Foot _____ Internal
 _____ Other _____

Medical Treatment

_____ On-Scene Treatment
 _____ Emergency Room
 _____ Other _____

Transit Personnel: _____
 Signature: _____
 Date: _____

**SAMPSON AREA TRANSPORTATION
 SUPERVISOR REVIEW OF ON-THE-JOB ACCIDENT/INCIDENT**

Name of Employee: _____ Date: _____

Accident/Incident: _____

Supervisor Name: _____

Date of Review: _____

Unsafe Practices

_____ Operating without authority _____ Lack of attention
 _____ Operating at an improper speed _____ Failure to comply with
 _____ Making safety devices inoperable _____ rules/procedures
 _____ Using defective equipment _____ Alcohol/Drugs suspected
 _____ Using equipment improperly _____ Overexertion

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 _____ Failure to use protective equipment _____ Other
 properly

Unsafe Conditions

_____ Defective equipment _____ Weather
 _____ Congestion _____ Inadequate lighting
 _____ Inadequate warning _____ Assault/Horseplay
 _____ Fire/Explosion hazards _____ Other
 _____ Facility/Area not maintained

Corrective Action Recommended

_____ Training (specify type) _____
 _____ Clean/Maintain area
 _____ Disciplinary action
 _____ Replace/Repair equipment
 _____ Additional protective equipment required
 _____ Develop new safety rules/procedures
 _____ Other

Supervisor Summary of Incident

Supervisor's Signature _____ Date _____

**SAMPSON AREA TRANSPORTATION
 ACCIDENT/INCIDENT REVIEW TO DETERMINE
 PREVENTABILITY**

Sampson Area Transportation

Transit Agency _____ Date _____

Date of Event _____ Driver/Worker Name _____

Is Driver/Worker participating in Driver Incentive Safety Award Program? – Yes
 No

Type of Report: Claim Report Only Accident/Incident Report # _____

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Qualifying Questions: (use these questions to determine whether this incident is preventable)

- Tell us what happened leading up to the accident/incident; such as what assignment you were on, where were you going, what you were doing just prior to the accident.
- What was the other party(s) doing just prior to the accident (if applicable)?
- Is there anything you could have done to keep this accident/incident from occurring?
- What might you do differently the next time you are faced with this same set of circumstances?
- Did the driver/worker do everything he/she reasonably could have done to prevent this accident?

Accident Determination - Preventable Non-Preventable

Training:

Was employee training performed and documented prior to this incident? Yes No

If determined preventable, is remedial training planned? Yes No Document all training

Name of person completing form: _____ Date: _____

Director (or designate) Review: _____
 Initials

INTERVIEW QUESTIONS TO DETERMINE PREVENTABILITY

Intersection Accidents

- Did our operator approach the intersection at a speed safe for the conditions?
- Was he/she prepared to stop before entering the intersection?
- At a blind corner, did he/she pull out slowly, ready to shift his foot to the brake pedal?
- Did he/she make sure the other driver would stop for a traffic light or stop sign?
- Did he/she obey all traffic signs?

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- Did he/she signal well in advance of his change in direction?
- Did he/she turn from proper lane?
- Was he/she alert for the turns of other vehicles?
- Did he/she avoid overtaking and passing in the intersection?
- Did he/she refrain from jumping the starting signal or riding through the caution light?

IF THE ANSWER TO ANY QUESTIONS IS "NO, OUR OPERATOR WAS NOT DRIVING DEFENSIVELY AND IS AT FAULT.

Hit Other in Rear

- Was our operator maintaining the safe following distance, namely one bus-length for every 10 miles per hour of travel, which should be doubled at night and doubled again in wet weather?
- Was he/she keeping his eyes and mind ahead of the car ahead?
- Did he/she approach the green traffic light cautiously, expecting the driver ahead to stop suddenly on the signal change?
- Did he/she keep from skidding?

Backing Accidents

- Was it necessary to back?
- Did our operator have to park so close to the car ahead as to require backing to leave the parking space?
- Was it necessary to drive into the narrow street, dead-end street, or driveway from which he backed?
- Did he/she back immediately after looking?
- Did he/she use horn while backing?
- Did he/she look to the rear without depending on the rear vision mirror?
- If the distance was long, did he/she stop, get out, and look around occasionally?

Pedestrians

- Did he/she drive through congested section expecting that pedestrians would step in front of his bus?
- Was he/she prepared to stop?
- Did he/she keep as much clearance between his vehicle and parked cars as safety permitted?
- Did our operator refrain from passing vehicles that had stopped to allow pedestrians to cross?
- Did he/she refrain from jumping the starting signal or riding through the caution light?
- Was he/she aware of groups of children, and was he prepared to stop if one ran into the street?
- Did he/she give all pedestrians the right of way?

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Transit System: Sampson Area Transportation

Driver: _____

Corrective Action(s): _____

Date Corrective Action Implemented: _____

Acceptability of Action:

Mark an X next to the appropriate response.

Action is acceptable

Action is unacceptable

Action is incomplete

Corrective Action Approved by:

Name: _____

Title: _____

Form Prepared By:

Name: _____

Signature: _____

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Pulling from Curb

- Did our operator look to front and rear for approaching and overtaking traffic immediately before starting to pull out?
- Did he look back rather than depend upon rear vision mirror?
- Did he signal before pulling from curb?
- Did he start out only when his action would not require traffic to change its speed or direction in order to avoid him?
- Did he continue to glance back as he pulled out?

Skidding

- Was our operator driving at a speed safe for condition of weather and road?
- Was he keeping at least twice the safe following distance for dry pavement, one bus length for every ten miles per hour of speed?
- Were all his actions gradual?
- Was he expecting or alert for loose gravel, grease, oil, etc.?

Parked

- Was our operator parked on the right side of the street?
- Was it necessary to park near the intersection?
- Did he have to park on the traveled part of the street, on the curve, or on the hill?
- Where required, did he warn traffic?
- Did he park parallel to curb?
- Was it necessary to park so close to alley or directly across from driveway?

All Others

- Could our operator reasonably have done anything to avoid the accident?
- Was his speed safe for the conditions?
- Did he obey all traffic signals?
- Was his vehicle under Control?

IF THE ANSWER TO ANY QUESTIONS IS "NO" OUR OPERATOR WAS NOT DRIVING DEFENSIVELY AND IS AT FAULT. EXCEPT FOR THE QUESTIONS ON "ALL OTHERS"

**SAMPSON AREA TRANSPORTATION
CORRECTIVE ACTION IDENTIFICATION AND TRACKING**

A Corrective Action must be formally tracked until the Corrective Action is implemented.

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**ZERO TOLERANCE
DRUG AND ALCOHOL TESTING POLICY
SAMPSON AREA TRANSPORTATION
Adopted as of 9/13/2021**

A. PURPOSE

- 1) The Sampson Area Transportation system provides public transit and paratransit services for the residents of Sampson County. Part of our mission is to ensure that this service is delivered safely, efficiently, and effectively by establishing a drug and alcohol-free work environment, and to ensure that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of employees and the general public. In keeping with this mission, Sampson Area Transportation declares that the unlawful manufacture, distribution, dispense, possession, or use of controlled substances or misuse of alcohol is prohibited for all employees.
- 2) Additionally, the purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employee Testing Act of 1991. This policy is intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. Specifically, the Federal Transit Administration (FTA) of the U.S. Department of Transportation has published 49 CFR Part 655, as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive positions and prohibits performance of safety-sensitive functions when there is a positive test result, or a refusal to test. The U. S. Department of Transportation (USDOT) has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of urine and breath specimens.
- 3) Any provisions set forth in this policy that are included under the sole authority of Sampson Area Transportation and are not provided under the authority of the above-named Federal regulations are underlined. Tests conducted under the sole authority of Sampson Area Transportation will be performed on non-USDOT forms and will be separate from USDOT testing in all respects.

B. APPLICABILITY

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This Drug and Alcohol Testing Policy applies to all safety-sensitive employees (full- or part-time) when performing safety sensitive duties. See Attachment A for a list of employees and the authority under which they are included.

A safety-sensitive function is operation of public transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), maintenance of a revenue service vehicle or equipment used in revenue service, security personnel who carry firearms, dispatchers or persons controlling the movement of revenue service vehicles and any transit employee who operates a non-revenue service vehicle that requires a Commercial Driver's License to operate. Maintenance functions include the repair, overhaul, and rebuild of engines, vehicles and/or equipment used in revenue service. A list of safety-sensitive positions who perform one or more of the above-mentioned duties is provided in Attachment A. Supervisors are only safety sensitive if they perform one of the above functions. Volunteers are considered safety sensitive and subject to testing if they are required to hold a CDL or receive remuneration for service in excess of actual expense.

C. DEFINITIONS

Accident: An occurrence associated with the operation of a vehicle even when not in revenue service, if as a result:

- a. An individual dies;
- b. An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident; or,
- c. One or more vehicles incur disabling damage as the result of the occurrence and is transported away from the scene by a tow truck or other vehicle. For purposes of this definition, *disabling damage* means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

Adulterated specimen: A specimen that has been altered, as evidence by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

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Disabling damage: Damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

Evidentiary Breath Testing Device (EBT): A device approved by the NHTSA for the evidential testing of breath at the 0.02 and the 0.04 alcohol concentrations and appears on ODAPC's Web page for "Approved Evidentiary Breath Measurement Devices" because it conforms with the model specifications available from NHTSA.

Initial Drug Test: (Screening Drug Test) The test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

Initial Specimen Validity Test: The first test used to determine if a urine specimen is adulterated, diluted, substituted, or invalid

Invalid Result: The result reported by an HHS-certified laboratory in accordance with the criteria established by the HHS Mandatory Guidelines when a positive, negative, adulterated, or substituted result cannot be established for a specific drug or specimen validity test.

Laboratory: Any U.S. laboratory certified by HHS under the National Laboratory Certification program as meeting standards of Subpart C of the HHS Mandatory Guidelines for Federal Workplace Drug Testing Programs; or, in the case of foreign laboratories, a laboratory approved for participation by DOT under this part.

Limit of Detection (LOD): The lowest concentration at which a measurand can be identified, but (for quantitative assays) the concentration cannot be accurately calculated.

Limit of Quantitation: For quantitative assays, the lowest concentration at which the identity and concentration of the measurand can be accurately established.

Medical Review Officer (MRO): A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed

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Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols contained in any beverage, mixture, mouthwash, candy, food, preparation or medication.

Alcohol Concentration: Expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under 49 CFR Part 40.

Aliquot: A fractional part of a specimen used for testing; it is taken as a sample representing the whole specimen.

Canceled Test: A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which is cancelled. A canceled test is neither positive nor negative.

Confirmatory Drug Test: A second analytical procedure performed on a different aliquot of the original specimen to identify and quantify the presence of a specific drug or metabolite.

Confirmatory Validity Test: A second test performed on a different aliquot of the original urine specimen to further support a validity test result.

Covered Employee Under FTA Authority: An employee who performs a safety-sensitive function including an applicant or transferee who is being considered for hire into a safety-sensitive function (See Attachment A for a list of covered employees).

Designated Employer Representative (DER): An employee authorized by the employer to take immediate action to remove employees from safety-sensitive duties and to make required decisions in testing. The DER also receives test results and other communications for the employer, consistent with the requirements of 49 CFR Parts 40 and 655.

DOT, The Department, DOT Agency: These terms encompass all DOT agencies, including, but not limited to, the Federal Aviation Administration (FAA), the Federal Railroad Administration (FRA), the Federal Motor Carrier Safety Administration (FMCSA), the Federal Transit Administration (FTA), the National Highway Traffic Safety Administration (NHTSA), the Pipeline and Hazardous Materials Safety Administration (PHMSA), and the Office of the Secretary (OST). For purposes of 49 CFR Part 40, the United States Coast Guard (USCG), in the Department of Homeland Security, is considered to be a DOT agency for drug testing purposes. These terms include any designee of a DOT agency.

Dilute specimen: A urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

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positive test result, together with his/her medical history, and any other relevant bio-medical information.

Negative Dilute: A drug test result which is negative for the five drug/drug metabolites but has creatinine and specific gravity values that are lower than expected for human urine.

Negative result: The result reported by an HHS-certified laboratory to an MRO when a specimen contains no drug, or the concentration of the drug is less than the cutoff concentration for the drug or drug class and the specimen is a valid specimen. An alcohol concentration of less than 0.02 BAC is a negative test result.

Non-negative test result: A urine specimen that is reported as adulterated, substituted, invalid, or positive for drug/drug metabolites.

Oxidizing Adulterant: A substance that acts alone or in combination with other substances to oxidize drugs or drug metabolites to prevent the detection of the drug or metabolites or affects the reagents in either the initial or confirmatory drug test.

Performing (a safety-sensitive function): A covered employee is considered to be performing a safety-sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.

Positive result: The result reported by an HHS- Certified laboratory when a specimen contains a drug or drug metabolite equal or greater to the cutoff concentrations.

Prohibited drug: Identified as marijuana, cocaine, opioids, amphetamines, or phenylcyclidine specified in 49 CFR Part 40, as amended.

Reconfirmed: The result reported for a split specimen when the second laboratory is able to corroborate the original result reported for the primary specimen.

Rejected for Testing: The result reported by an HHS- Certified laboratory when no tests are performed for specimen because of a fatal flaw or a correctable flaw that has not been corrected.

Revenue Service Vehicles: All transit vehicles that are used for passenger transportation service.

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Safety-sensitive functions: Employee duties identified as:

- (1) The operation of a transit revenue service vehicle even when the vehicle is not in revenue service.
- (2) The operation of a non-revenue service vehicle by an employee when the operation of such a vehicle requires the driver to hold a Commercial Drivers License (CDL).
- (3) Maintaining a revenue service vehicle or equipment used in revenue service.
- (4) Controlling the movement of a revenue service vehicle and
- (5) Carrying a firearm for security purposes.

Split Specimen Collection: A collection in which the urine collected is divided into two separate bottles, the primary specimen (Bottle A) and the split specimen (Bottle B).

Substance Abuse Professional (SAP): A licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, state-licensed or certified marriage and family therapist, or drug and alcohol counselor (certified by an organization listed at <https://www.transportation.gov/odapc/sap>) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

Substituted specimen: A urine specimen with creatinine and specific gravity values that are so diminished or so divergent that they are not consistent with normal human urine.

Test Refusal: The following are considered a refusal to test if the employee:

- (1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer.
- (2) Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
- (3) Fail to attempt to provide a breath or urine specimen. An employee who does not provide a urine or breath specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
- (4) In the case of a directly observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.
- (5) Fail to provide a sufficient quantity of urine or breath without a valid medical explanation.
- (6) Fail or decline to take a second test as directed by the collector or the employer for drug testing.
- (7) Fail to undergo a medical evaluation as required by the MRO or the employer's Designated Employer Representative (DER).

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- 2) All supervisory personnel or company officials who are in a position to determine employee fitness for duty will receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

E. PROHIBITED SUBSTANCES

- 1) Prohibited substances addressed by this policy include the following.
 - a. Illegally Used Controlled Substance or Drugs Under the Drug-Free Workplace Act of 1988 any drug or any substance identified in Schedule I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1308.11 through 1308.15 is prohibited at all times in the workplace unless a legal prescription has been written for the substance. This includes, but is not limited to: marijuana, amphetamines, opioids, phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. It is important to note that the use of marijuana in any circumstances remains completely prohibited for any safety-sensitive employee subject to drug testing under USDOT regulations. The use of marijuana in any circumstance (including under state recreational and/or medical marijuana laws) by a safety-sensitive employee is a violation of this policy and a violation of the USDOT regulation 49 CFR Part 40, as amended.

Federal Transit Administration drug testing regulations (49 CFR Part 655) require that all employees covered under FTA authority be tested for marijuana, cocaine, amphetamines, opioids, and phencyclidine as described in Section H of this policy. Illegal use of these five drugs is prohibited at all times and thus, covered employees may be tested for these drugs anytime that they are on duty.

- b. Legal Drugs: The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to a Sampson Area Transportation supervisor and the

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- (8) Fail to cooperate with any part of the testing process.
- (9) Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly observed test.
- (10) Possess or wear a prosthetic or other device used to tamper with the collection process.
- (11) Admit to the adulteration or substitution of a specimen to the collector or MRO.
- (12) Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
- (13) Fail to remain readily available following an accident.
- (14) As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

Vehicle: A bus, electric bus, van, automobile, rail car, trolley car, trolley bus, or vessel. A public transit vehicle is a vehicle used for public transportation or for ancillary services.

Verified negative test: A drug test result reviewed by a medical review officer and determined to have no evidence of prohibited drug use at or above the minimum cutoff levels established by the Department of Health and Human Services (HHS).

Verified positive test: A drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use at or above the minimum cutoff levels specified in 49 CFR Part 40 as revised.

Validity testing: The evaluation of the specimen to determine if it is consistent with normal human urine. Specimen validity testing will be conducted on all urine specimens provided for testing under DOT authority. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted.

D. EDUCATION AND TRAINING

- 1) Every covered employee will receive a copy of this policy and will have ready access to the corresponding federal regulations including 49 CFR Parts 655 and 40, as amended. In addition, all covered employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training also includes manifestations and behavioral cues that may indicate prohibited drug use.

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employee is required to provide a written release from his/her doctor or pharmacist indicating that the employee can perform his/her safety-sensitive functions.

Alcohol: The use of beverages containing alcohol (including mouthwash, medication, food, candy) or any other substances containing alcohol in a manner which violates the conduct listed in this policy is prohibited.

F. PROHIBITED CONDUCT

- 1) Illegal use of the drugs listed in this policy and as defined in 49 CFR Part 40, as amended is prohibited at all times. All covered employees are prohibited from reporting for duty or remaining on duty any time if they have used a prohibited drug as defined in 49 CFR Part 40, as amended.
- 2) Each covered employee is prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. The covered employee will subsequently be relieved of his/her on-call responsibilities and subject to discipline for not fulfilling his/her on-call responsibilities.
- 3) The Transit Department shall not permit any covered employee to perform or continue to perform safety-sensitive functions if it has actual knowledge that the employee is using alcohol.
- 4) Each covered employee is prohibited from reporting to work or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater regardless of when the alcohol was consumed.
 - a. An employee with a breath alcohol concentration which measures 0.02-0.039 is not considered to have violated the USDOT-FTA drug and alcohol regulations, provided the employee hasn't consumed the alcohol within four (4) hours of performing a safety-sensitive duty. However, if a safety-sensitive employee has a breath alcohol concentration of 0.02-0.039, USDOT-FTA regulations require the employee to be removed from the performance of safety-sensitive duties until:
 - i. The employee's alcohol concentration measures less than 0.02; or
 - ii. The start of the employee's next regularly scheduled duty period, but not less than eight hours following administration of the test.

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- 5) No covered employee shall consume alcohol for eight (8) hours following involvement in an accident or until he/she submits to the post-accident drug/alcohol test, whichever occurs first.
- 6) No covered employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.
- 7) Sampson Area Transportation, under its own authority, also prohibits the consumption of alcohol at all times the employee is on duty, or anytime the employee is in uniform.
- 8) Consistent with the Drug-free Workplace Act of 1988, all Sampson Area Transportation employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances in the workplace including transit system premises and transit vehicles.

G. DRUG STATUTE CONVICTION

Consistent with the Drug Free Workplace Act of 1998, all employees are required to notify the Sampson Area Transportation management of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure to comply with this provision shall result in disciplinary action as defined in Section Q of this policy.

H. TESTING REQUIREMENTS

- 1) Analytical urine drug testing and breath testing for alcohol will be conducted as required by 49 CFR Part 40 as amended. All employees covered under FTA authority shall be subject to testing prior to performing safety-sensitive duty, for reasonable suspicion, following an accident, and random as defined in Section K, L, M, and N of this policy, and return to duty/follow-up.
- 2) A drug test can be performed any time a covered employee is on duty. A reasonable suspicion, random, or follow-up alcohol test can only be performed just before, during, or after the performance of a safety-sensitive job function. Under Sampson Area Transportation authority, a non-DOT alcohol test can be performed any time a covered employee is on duty.

- subsequently review the employee's medical history/medical records as appropriate to determine whether there is a legitimate medical explanation for a non-negative laboratory result. If no legitimate medical explanation is found, the test will be verified positive or refusal to test and reported to Sampson Area Transportation. If a legitimate explanation is found, the MRO will report the test result as negative.
- 4) If the test is invalid without a medical explanation, a retest will be conducted under direct observation. Employees do not have access to a test of their split specimen following an invalid result.
 - 5) Any covered employee who questions the results of a required drug test may request that the split sample be tested. The split sample test must be conducted at a second HHS-certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the primary sample. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted at the discretion of the MRO if the delay was due to documentable facts that were beyond the control of the employee. Sampson Area Transportation will ensure that the cost for the split specimen analysis is covered in order for a timely analysis of the sample, however Sampson Area Transportation will seek reimbursement for the split sample test from the employee.
 - 6) If the analysis of the split specimen fails to confirm the presence of the drug(s) detected in the primary specimen, if the split specimen is not able to be analyzed, or if the results of the split specimen are not scientifically adequate, the MRO will declare the original test to be canceled.
 - 7) The split specimen will be stored at the initial laboratory until the analysis of the primary specimen is completed. If the primary specimen is negative, the split will be discarded. If the primary specimen is positive, it will be retained in frozen storage for one year and the split specimen will also be retained for one year. If the primary is positive, the primary and the split will be retained for longer than one year for testing if so requested by the employee through the Medical Review Officer, or by the employer, by the MRO, or by the relevant DOT agency.
 - 8) Observed collections

- 3) All covered employees will be subject to urine drug testing and breath alcohol testing as a condition of ongoing employment with Sampson Area Transportation. Any safety-sensitive employee who refuses to comply with a request for testing shall be removed from duty and subject to discipline as defined in Section Q of this policy.

I. DRUG TESTING PROCEDURES

- 1) Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Service (HHS). All testing will be conducted consistent with the procedures set forth in 49 CFR Part 40, as amended. The procedures will be performed in a private, confidential manner and every effort will be made to protect the employee, the integrity of the drug testing procedure, and the validity of the test result.
- 2) The drugs that will be tested for include marijuana, cocaine, opioids, amphetamines, and phencyclidine. After the identity of the donor is checked using picture identification, a urine specimen will be collected using the split specimen collection method described in 49 CFR Part 40, as amended. Each specimen will be accompanied by a DOT Custody and Control Form and identified using a unique identification number that attributes the specimen to the correct individual. The specimen analysis will be conducted at an HHS certified laboratory. An initial drug screen and validity test will be conducted on the primary urine specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) or Liquid Chromatography/Mass Spectrometry (LC/MS) test will be performed. The test will be considered positive if the amounts of the drug(s) and/or its metabolites identified by the GC/MS or LC/MS test are at or above the minimum thresholds established in 49 CFR Part 40, as amended.
- 3) The test results from the HHS certified laboratory will be reported to a Medical Review Officer. A Medical Review Officer (MRO) is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate medical explanation for a confirmed positive, substitute, or adulterated test result. The MRO will attempt to contact the employee to notify the employee of the non-negative laboratory result and provide the employee with an opportunity to explain the confirmed laboratory test result. The MRO will

- a. Consistent with 49 CFR Part 40, as amended, collection under direct observation (by a person of the same gender) with no advance notice will occur if:
 - i. The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to Sampson Area Transportation that there was not an adequate medical explanation for the result;
 - ii. The MRO reports to Sampson Area Transportation that the original positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed;
 - iii. The laboratory reported to the MRO that the specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reported the specimen as negative-dilute and that a second collection must take place under direct observation (see §40.197(b)(1)).
 - iv. The collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;
 - v. The temperature on the original specimen was out of range;
 - vi. Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with.
 - vii. All follow-up-tests; or
 - viii. All return-to-duty tests

J. ALCOHOL TESTING PROCEDURES

- 1) Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). A list of approved EBTs can be found on ODAPC's Web page for "Approved Evidential Breath Measurement Devices". Alcohol screening tests may be performed using a non-

eventual testing device (alcohol screening device (ASD)) which is also approved by NHTSA. A list of approved ASDs can be found on ODAPC's Web page for "Approved Screening Devices to Measure Alcohol in Bodily Fluids". If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test must occur on an EBT. The confirmatory test will be conducted no sooner than fifteen minutes after the completion of the initial test. The confirmatory test will be performed using a NHTSA-approved EBT operated by a trained BAT. The EBT will identify each test by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout, along with an approved alcohol testing form, will be used to document the test, the subsequent results, and to attribute the test to the correct employee. The test will be performed in a private, confidential manner as required by 49 CFR Part 40, as amended. The procedure will be followed as prescribed to protect the employee and to maintain the integrity of the alcohol testing procedures and validity of the test result.

- 2) A confirmed alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy. The consequences of a positive alcohol test are described in Section Q. of this policy. Even though an employee who has a confirmed alcohol concentration of 0.02 to 0.039 is not considered positive, the employee shall still be removed from duty for at least eight hours or for the duration of the workday whichever is longer and will be subject to the consequences described in Section Q of this policy. An alcohol concentration of less than 0.02 will be considered a negative test.
- 3) Sampson Area Transportation affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. If at any time the integrity of the testing procedures or the validity of the test results is compromised, the test will be canceled. Minor inconsistencies or procedural flaws that do not impact the test result will not result in a cancelled test.
- 4) The alcohol testing form (ATF) required by 49 CFR Part 40 as amended, shall be used for all FTA required testing. Failure of an employee to sign 2 of the ATF will be considered a refusal to submit to testing.

K. PRE-EMPLOYMENT TESTING

- 1) All applicants for covered transit positions shall undergo urine drug testing prior to performance of a safety-sensitive function.

- a. All offers of employment for covered positions shall be extended conditional upon the applicant passing a drug test. An applicant will not be allowed to perform safety-sensitive functions unless the applicant takes a drug test with verified negative results.
- b. An employee shall not be placed, transferred or promoted into a position covered under FTA authority or company authority until the employee takes a drug test with verified negative results.
- c. If an applicant fails a pre-employment drug test, the conditional offer of employment shall be rescinded, and the applicant will be provided with a list of at least two (2) USDOT qualified Substance Abuse Professionals. Failure of a pre-employment drug test will disqualify an applicant for employment for a period of at least one year. Before being considered for future employment the applicant must provide the employer proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G. The cost for the assessment and any subsequent treatment will be the sole responsibility of the applicant.
- d. When an employee will be placed, transferred, or promoted from a non-covered position to a position covered under FTA authority or company authority submits a drug test with a verified positive result, the employee shall be subject to disciplinary action in accordance with Section Q herein.
- e. If a pre-employment test is canceled, Sampson Area Transportation will require the applicant to take and pass another pre-employment drug test.
- f. In instances where an FTA covered employee does not perform a safety-sensitive function for a period of 90 consecutive days or more regardless of reason, and during that period is not in the random testing pool the employee will be required to take a pre-employment drug test under 49 CFR Part 655 and have negative test results prior to the conduct of safety-sensitive job functions.
- g. Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.

h. Applicants are required (even if ultimately not hired) to provide Sampson Area Transportation with signed written releases requesting USDOT drug and alcohol records from all previous, USDOT-covered, employers that the applicant has worked for within the last two years. Failure to do so will result in the employment offer being rescinded. Sampson Area Transportation is required to ask all applicants (even if ultimately not hired) if they have tested positive or refused to test on a pre-employment test for a USDOT covered employer within the last two years. If the applicant has tested positive or refused to test on a pre-employment test for a USDOT covered employer, the applicant must provide Sampson Area Transportation proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G.

L. REASONABLE SUSPICION TESTING

- 1) All Sampson Area Transportation FTA covered employees will be subject to a reasonable suspicion drug and/or alcohol test when the employer has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. Reasonable suspicion shall mean that there is objective evidence, based upon specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odor that are consistent with possible drug use and/or alcohol misuse. Reasonable suspicion referrals must be made by one or more supervisors who are trained to detect the signs and symptoms of drug and alcohol use, and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to possible prohibited substance abuse or alcohol misuse. A reasonable suspicion alcohol test can only be conducted just before, during, or just after the performance of a safety-sensitive job function. However, under Sampson Area Transportation authority, a non-DOT reasonable suspicion alcohol test may be performed any time the covered employee is on duty. A reasonable suspicion drug test can be performed any time the covered employee is on duty.
- 2) Sampson Area Transportation shall be responsible for transporting the employee to the testing site. Supervisors should avoid placing themselves and/or others into a situation which might endanger the physical safety of those present. The employee shall be placed on administrative leave pending disciplinary action described in Section Q of this policy. An employee who refuses an instruction to submit to a drug/alcohol test shall not be permitted to finish his or her shift and shall

immediately be placed on administrative leave pending disciplinary action as specified in Section Q of this policy.

- 3) A written record of the observations which led to a drug/alcohol test based on reasonable suspicion shall be prepared and signed by the supervisor making the observation. This written record shall be submitted to the Sampson Area Transportation.
- 4) When there are no specific, contemporaneous, articulable objective facts that indicate current drug or alcohol use, but the employee (who is not already a participant in a treatment program) admits the abuse of alcohol or other substances to a supervisor in his/her chain of command, the employee shall be referred for assessment and treatment consistent with Section Q of this policy. Sampson Area Transportation shall place the employee on administrative leave in accordance with the provisions set forth under Section Q of this policy. Testing in this circumstance would be performed under the direct authority of the Sampson Area Transportation. Since the employee self-referred to management, testing under this circumstance would not be considered a violation of this policy or a positive test result under Federal authority. However, self-referral does not exempt the covered employee from testing under Federal authority as specified in Sections L through N of this policy or the associated consequences as specified in Section Q.

M. POST-ACCIDENT TESTING

- 1) **FATAL ACCIDENTS** – A covered employee will be required to undergo urine and breath testing if they are involved in an accident with a transit vehicle, whether or not the vehicle is in revenue service at the time of the accident, that results in a fatality. This includes all surviving covered employees that are operating the vehicle at the time of the accident and any other whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision.
- 2) **NON-FATAL ACCIDENTS** - A post-accident test of the employee operating the public transportation vehicle will be conducted if an accident occurs and at least one of the following conditions is met:
 - a. The accident results in injuries requiring immediate medical treatment away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident.
 - b. One or more vehicles incurs disabling damage as a result of the occurrence and must be transported away from the scene, unless

the covered employee can be completely discounted as a contributing factor to the accident

In addition, any other covered employee whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision, will be tested.

As soon as practicable following an accident, as defined in this policy, the transit supervisor investigating the accident will notify the transit employee operating the transit vehicle and all other covered employees whose performance could have contributed to the accident of the need for the test. The supervisor will make the determination using the best information available at the time of the decision.

The appropriate transit supervisor shall ensure that an employee, required to be tested under this section, is tested as soon as practicable, but no longer than eight (8) hours of the accident for alcohol, and no longer than 32 hours for drugs. If an alcohol test is not performed within two hours of the accident, the Supervisor will document the reason(s) for the delay. If the alcohol test is not conducted within (8) eight hours, or the drug test within 32 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.

Any covered employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test.

An employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.

Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

In the rare event that Sampson Area Transportation is unable to perform an FTA drug and alcohol test (i.e., employee is unconscious, employee is detained by law enforcement agency), Sampson Area Transportation may use drug and alcohol post-accident test results administered by local law enforcement officials in lieu of the FTA test. The local law enforcement officials must have independent authority for the test and the employer must obtain the results in conformance with local law.

O. RETURN-TO-DUTY TESTING

Sampson Area Transportation will terminate the employment of any employee that tests positive or refuses a test as specified in section Q of this policy. However, in the rare event an employee is reinstated with court order or other action beyond the control of the transit system, the employee must complete the return-to-duty process prior to the performance of safety-sensitive functions. All covered employees who previously tested positive on a drug or alcohol test or refused a test, must test negative for drugs, alcohol (below 0.02 for alcohol), or both and be evaluated and released by the Substance Abuse Professional before returning to work. Following the initial assessment, the SAP will recommend a course of rehabilitation unique to the individual. The SAP will recommend the return-to-duty test only when the employee has successfully completed the treatment requirement and is known to be drug and alcohol-free and there are no undue concerns for public safety. The SAP will determine whether the employee returning to duty will require a return-to-duty drug test, alcohol test, or both.

P. FOLLOW-UP TESTING

Covered employees that have returned to duty following a positive or refused test will be required to undergo frequent, unannounced drug and/or alcohol testing following their return-to-duty test. The follow-up testing will be performed for a period of one to five years with a minimum of six tests to be performed the first year. The frequency and duration of the follow-up tests (beyond the minimums) will be determined by the SAP reflecting the SAP's assessment of the employee's unique situation and recovery progress. Follow-up testing should be frequent enough to deter and/or detect a relapse. Follow-up testing is separate and in addition to the random, post-accident, reasonable suspicion and return-to-duty testing.

In the instance of a self-referral or a management referral, the employee will be subject to non-USDOT follow-up tests and follow-up testing plans modeled using the process described in 49 CFR Part 40. However, all non-USDOT follow-up tests and all paperwork associated with an employee's return-to-work agreement that was not precipitated by a positive test result (or refusal to test) does not constitute a violation of the Federal regulations will be conducted under company authority and will be performed using non-DOT testing forms.

Q. RESULT OF DRUG/ALCOHOL TEST

- 1) Any covered employee that has a verified positive drug or alcohol test, or test refusal, will be removed from his/her safety-sensitive position,

N. RANDOM TESTING

- 1) All covered employees will be subjected to random, unannounced testing. The selection of employees shall be made by a scientifically valid method of randomly generating an employee identifier from the appropriate pool of safety-sensitive employees. Employees who may be covered under company authority will be selected from a pool of non-DOT-covered employees.
- 2) The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year, day of the week and hours of the day.
- 3) The number of employees randomly selected for drug/alcohol testing during the calendar year shall be not less than the percentage rates set each year by the FTA administrator. The current year testing rates can be viewed online at <https://www.transportation.gov/odapc/random-testing-rates>.
- 4) Each covered employee shall be in a pool from which the random selection is made. Each covered employee in the pool shall have an equal chance of selection each time the selections are made. Employees will remain in the pool and subject to selection, whether or not the employee has been previously tested. There is no discretion on the part of management in the selection.
- 5) Covered transit employees that fall under the Federal Transit Administration regulations will be included in one random pool maintained separately from the testing pool of non-safety-sensitive employees that are included solely under Sampson Area Transportation authority.
- 6) Random tests can be conducted at any time during an employee's shift for drug testing. Alcohol random tests can only be performed just before, during, or just after the performance of a safety sensitive duty. However, under Sampson Area Transportation authority, a non-DOT random alcohol test may be performed any time the covered employee is on duty. Testing can occur during the beginning, middle, or end of an employee's shift.
- 7) Employees are required to proceed immediately to the collection site upon notification of their random selection.

informed of educational and rehabilitation programs available, and will be provided with a list of at least two (2) USDOT qualified Substance Abuse Professionals (SAP) for assessment, and will be terminated.

- 2) Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
- 3) Refusal to submit to a drug/alcohol test shall be considered equivalent to a positive test result and a direct act of insubordination and shall result in termination and referral to a list of USDOT qualified SAPs. A test refusal is defined as any of 333 the following circumstances:
 - a. Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer.
 - b. Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
 - c. Fail to attempt to provide a breath or urine specimen. An employee who does not provide a urine or breath specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
 - d. In the case of a directly observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.
 - e. Fail to provide a sufficient quantity of urine or breath without a valid medical explanation.
 - f. Fail or decline to take a second test as directed by the collector or the employer for drug testing.
 - g. Fail to undergo a medical evaluation as required by the MRO or the employer's Designated Employer Representative (DER).
 - h. Fail to cooperate with any part of the testing process.
 - i. Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly observed test.
 - j. Possess or wear a prosthetic or other device used to tamper with the collection process.
 - k. Admit to the adulteration or substitution of a specimen to the collector or MRO.
 - l. Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
 - m. Fail to remain readily available following an accident.

- As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.
- 4) An alcohol test result of ≥ 0.02 to ≤ 0.039 BAC shall result in the removal of the employee from duty for eight hours or the remainder of the workday whichever is longer. The employee will not be allowed to return to safety-sensitive duty for his/her next shift until he/she submits to a NONDOT alcohol test with a result of less than 0.02 BAC.
- 5) In the instance of a self-referral or a management referral, disciplinary action against the employee shall include:
 - a. Mandatory referral for an assessment by an employer approved counseling professional for assessment, formulation of a treatment plan, and execution of a return-to-work agreement;
 - b. Failure to execute or remain compliant with the return-to-work agreement shall result in termination from Sampson Area Transportation employment.
 - i. Compliance with the return-to-work agreement means that the employee has submitted to a drug/alcohol test immediately prior to returning to work; the result of that test is negative; the employee is cooperating with his/her recommended treatment program; and, the employee has agreed to periodic unannounced follow-up testing as described in Section P of this policy; however, all follow-up testing performed as part of a return-to-work agreement required under section Q of this policy is under the sole authority of Sampson Area Transportation and will be performed using non-DOT testing forms.
 - c. Refusal to submit to a periodic unannounced follow-up drug/alcohol test shall be considered a direct act of insubordination and shall result in termination. All tests conducted as part of the return-to-work agreement will be conducted under company authority and will be performed using non-DOT testing forms.
 - d. A self-referral or management referral to the employer's counseling professional that was not precipitated by a positive test result does not constitute a violation of the Federal regulations and will not be considered as a positive test result in relation to the progressive discipline defined in Section Q of this policy.
 - e. Periodic unannounced follow-up drug/alcohol testing conducted as a result of a self-referral or management referral which results in a verified positive shall be considered a positive test result in relation to the progressive discipline defined in Section Q of this policy.

- 4) Records will be released to a subsequent employer only upon receipt of a written request from the employee.
- 5) Records of an employee's drug/alcohol tests shall be released to the adjudicator in a grievance, lawsuit, or other proceeding initiated by or on behalf of the tested individual arising from the results of the drug/alcohol test. The records will be released to the decision maker in the proceeding.
- 6) Records will be released to the National Transportation Safety Board during an accident investigation.
- 7) Information will be released in a criminal or civil action resulting from an employee's performance of safety-sensitive duties, in which a court of competent jurisdiction determines that the drug or alcohol test information is relevant to the case and issues an order to the employer to release the information. The employer will release the information to the decision maker in the proceeding with a binding stipulation that it will only be released to parties of the proceeding.
- 8) Records will be released to the DOT or any DOT agency with regulatory authority over the employer or any of its employees.
- 9) Records will be released if requested by a Federal, state or local safety agency with regulatory authority over Sampson Area Transportation or the employee.
- 10) If a party seeks a court order to release a specimen or part of a specimen contrary to any provision of Part 40 as amended, necessary legal steps to contest the issuance of the order will be taken.
- 11) In cases of a contractor or sub-recipient of a state department of transportation, records will be released when requested by such agencies that must certify compliance with the regulation to the FTA.

- f. A Voluntary Referral does not shield an employee from disciplinary action or guarantee employment with Sampson Area Transportation.
- g. A Voluntary Referral does not shield an employee from the requirement to comply with drug and alcohol testing.
- 6) Failure of an employee to report within five days a criminal drug statute conviction for a violation occurring in the workplace shall result in termination.

R. GRIEVANCE AND APPEAL

The consequences specified by 49 CFR Part 40.149 (c) for a positive test or test refusal is not subject to arbitration.

S. PROPER APPLICATION OF THE POLICY

Sampson Area Transportation is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

T. INFORMATION DISCLOSURE

- 1) Drug/alcohol testing records shall be maintained by the Sampson Area Transportation Drug and Alcohol Program Manager and, except as provided below or by law, the results of any drug/alcohol test shall not be disclosed without express written consent of the tested employee.
- 2) The employee, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs or misuse of alcohol including any drug or alcohol testing records. Covered employees have the right to gain access to any pertinent records such as equipment calibration records, and records of laboratory certifications. Employees may not have access to SAP follow-up testing plans.
- 3) Records of a verified positive drug/alcohol test result shall be released to the Drug and Alcohol Program Manager, and other transit system management personnel on a need-to-know basis.

This Policy was adopted by the *Sampson County Board of Commissioners* on _____.

Chairman, Sampson County BOC

Date

Attachment B Contacts

Any questions regarding this policy or any other aspect of the substance abuse policy should be directed to the following individual(s).

Sampson Area Transportation Drug and Alcohol Program Manager

Name: Jeff Sawvel
Title: Transportation Supervisor
Address: 311 County Complex Rd. Building H Clinton, NC 28328
Telephone Number: 910-299-0127

Medical Review Officer

Name: Dr. Martin DeGraw
Title: Doctor of Medicine/Certified Medical Review Officer
Address: 709 Simmons St. Goldsboro, NC 27530
Telephone Number: 919-735-0094

Substance Abuse Professionals

Name: Ms. Trina McDonald
Title: Professional Counseling, LCAS-A, NCAC II, SAP/DOT, SAE/NRC
Address: 1020 Rankin St. #412, Wilmington, NC 28401
Telephone Number: 910-833-8624

Name: Ms. Vande Wilson
Title: Professional Counseling, LCAS, SAP/DOT, TFCBT
Address: 312 College St. Suite C, Clinton, NC 28328
Telephone Number: 910-299-0848

HHS Certified Laboratory Primary Specimen

Name: Alere Toxicology Services
Address: 1111 Newton St. Gretna, La. 70053
Telephone Number: 504-361-8989

Attachment A

<u>Job Title</u>	<u>Job Duties</u>	<u>Testing Authority</u>
Transportation Director	Oversees complete operation of SAT	SAT (Non-DOT)
Transportation Supervisor	Oversees drivers & vehicles	DOT-FTA / SAT
Administrative: Finance	Handles billing & invoice payments	DOT-FTA / SAT
Administrative: Receptionist	Greets visitors; answers telephone; provides information	DOT-FTA / SAT
Transportation Office Manager	Develops and provides scheduling of transportation vehicles and Drivers	DOT-FTA / SAT
Transportation Drivers	Operates transit vehicle on an assigned route and schedule.	DOT-FTA / SAT

Preventive Maintenance Plan

April 17, 2007

TO: Community Transportation Systems
FROM: NCDOT/PTD
SUBJECT: Maintenance Plan

Recipients must keep Federally funded equipment and facilities in good operating order.

Recipients must have a written maintenance plan. The maintenance plan should identify the goals and objectives of a maintenance program, which may include vehicle life, frequency of road calls, maintenance costs compared to total operating costs, etc. The maintenance program should also establish the means by which such goals and objectives will be obtained.

At a minimum, the plan should designate the specific goals and objectives of the program for preventive maintenance inspections, servicing, washing, defect reporting, maintenance-related mechanical failures, warranty recovery, vehicle service life, and vehicle records. The program must address the particular maintenance cycles for each capital item.

Recipients must have records showing when periodic maintenance inspections have been conducted on vehicles and equipment. Include information showing that the periodic maintenance program meets at least minimum requirements of the manufacturer.

Maintenance of ADA elements may be incorporated in the regular maintenance plan or addressed separately. At a minimum, the grantee must demonstrate that such features as lifts, elevators, ramps, securement devices, signage, and communications equipment are maintained and operational. The recipient is required to develop a system of maintenance checks for lifts on non-rail vehicles to ensure proper operation. Additionally, a recipient is required to remove an accessible van with an inoperable lift from service before the next day, unless no spare vehicles are available to replace that vehicle. When a vehicle with an inoperable lift is operated, the vehicle must not be in service for more than five days.

Recipients must keep written maintenance plans and checklist systems, as well as maintenance records for accessible equipment.

Recipients are required to maintain systems for recording warranty claims and enforcement of such claims. Recipients should have written warranty recovery procedures. The warranty recovery system should include warranty records and annual summaries of warranty claims submitted.

Federally funded equipment needs to be maintained whether operated directly by a recipient or by a third-party contractor. When a recipient has contracted out a portion of its operation, a maintenance plan for Federally funded equipment should be in existence and be treated

similarly to a recipient-operated service. In those cases, the third-party contractor must have in place a system to monitor the maintenance of federally funded equipment.

PREVENTIVE MAINTENANCE STANDARDS

All vehicles, wheelchair lifts and associated equipment, system owned or operating under contract with the system, is placed on a comprehensive preventive maintenance program for the purpose of **increasing safety and reducing operational costs.**

The Preventive Maintenance Plan should consist of:

- Making preventive maintenance arrangements
- Conducting a Pre/Post-Trip Inspection course for driver
- Completing a corresponding inspection checklist
- Maintaining a combined Public Transportation Management System (PTMS), and a comprehensive maintenance record on file for each vehicle
- Completing statistical reporting
- Reporting common problems
- Utilizing manufacturers Preventive Maintenance Guidelines Manual
- Keeping all maintenance records for the life of the vehicle to include three (3) years after disposition

*Note: The Preventive Maintenance Program has been developed for the purpose of safety, reliability and vehicle use longevity. The guidelines are not designed to interfere with or violate the Manufacturer's Warranty Maintenance Schedule.

MAINTENANCE RECORDS POLICY

Sampson Area Transportation will retain all records pertaining to maintenance, service, warranty and other documents as required for vehicles and wheelchair lifts. The records should be maintained for at least the life of the vehicle which includes three (3) years after the vehicle's disposal.

Maintenance Records Include:

- Documents showing vehicle identity
- Documents showing vehicle and wheelchair lift completed maintenance and inspection dates
- Documents showing mileage
- Documents identifying the contractor that provides non-owned vehicles
- Documents showing maintenance contractors' names and addresses
- Vehicle Accident Reports
- Documents reporting and evaluating maintenance systems
- A copy of the document notifying NCDOT of a fatal accident by the close of business or the end of the working day
- A copy of the document notifying NCDOT within 24 hours of a fatal death that occurs within 30 days as a result of an accident
- Documents that report to NCDOT within 48 hours all accidents/incidents
- Documents showing completion of the driver's daily Pre/Post-Trip Inspection Checklists*

* maintain for life of the vehicles plus three (3) years after disposition

ANNUAL PTMS INSPECTION

Form must be completed and maintained with vehicle maintenance records.

Date: _____
Vehicle: _____
Wheelchair Lift Cycle Reading: _____
Odometer Reading: _____
Inspector: _____

Inspection Key

For Each Item
OK =OK
"X" = Adjusted
"0" = Repairs Are Necessary
For Each "0" Give an Explanation

Body

- ___ Check windshield and other glass for cracks/damage
- ___ Check wheels for cracks/damage
- ___ Interior and exterior decals, signs, numbers (ex: railroad crossing, no turn on red, etc...)
- ___ Body damage
- ___ Destination signs for proper operation (Front, Rear, Back)
- ___ General physical condition of the vehicle
- ___ System name completely spelled out (10' letters) and condition
- ___ Sign identifying the vehicle as "Available for Public Use" if required

ONBOARD SAFETY EQUIPMENT

The following items have been placed in all vehicles:

Seat Belts - An adjustable driver's restraining belt that complies with FMVSS 209 (Seat Belt Assemblies) and FMVSS 210 (Seat Belt Anchorages) regulations

Fire Extinguisher - Include a fully-charged dry chemical or carbon dioxide fire extinguisher that has at least a 1A:BC rating and bears the Underwriter's Laboratory, Inc. label. The extinguisher should be accessible and must be securely mounted in a visible place or a clearly marked compartment.

Red Reflector - Vehicles should be equipped with three (3) portable red reflector warning devices in compliance with North Carolina Statutes. The triangle case must be mounted to the vehicle.

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- ❖ Visual Tire Check
- ❖ Windshield, Mirrors, Head/Taillights
- ❖ Oil
- ❖ Dashboard gauges
- ❖ Fuel Level
- ❖ Heat/Air Operational
- ❖ Turn/Hazard Lights
- ❖ Brakes/Brake Lights
- ❖ Seatbelts
- ❖ Engine Noise
- ❖ Radiator Coolant
- ❖ Transmission Fluid
- ❖ Strap/Tie-down Inspection

Under the Hood

Check for problems under the hood at the beginning of your inspection before starting the engine. It is easier and safer when the engine is cool.

Check the oil, radiator and battery fluid levels. If low, make a note of it on your inspection checklist. If any fluids are below the safe level, see the Office Manager for assistance.

Also, check hoses for cracks or possible leaks and belts for any visible damage. Report any wear on the checklist, as soon as it begins to show.

Vehicle Interior

Since you will need to leave the vehicle compartment while the vehicle is running, it is a good idea to put chocks behind the wheels before starting the motor.

Begin while seated behind the steering wheel.
First, put on the parking brake.
Then, turn on the ignition.
Check the oil pressure, fuel and alternator gauges.

If the oil pressure light stays on or the gauge shows the oil pressure to be dangerously low, turn the motor off until the problem can be corrected. Alert the coordinator and document on your pre-trip inspection form.

If the alternator or generator light stays on, the battery may not be charging. To guard against the possibility of becoming stranded along the route by a dead battery, have the problem located and corrected right away.

Check the windshield wipers to make sure they are working and not worn or stripped.

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Web Cutter – Must be visible and easily accessible by the vehicle driver.

Bloodborne Pathogen Kit – Kit includes disposable gloves for your hands, disinfectant spray for decontamination of any spill, paper towels for clean up, absorbent powder for clean up, approved bags & containers for proper disposal, dustpan, brush and tongs for handling sharps items, mouth and nose mask and disinfectant towelettes for immediate hand cleaning)

First Aid Kit – Kit should consist of the following items:

Bandage Compress	Sting, Kill Swabs
Gauze Pads	Instant Cold Pack
Triangular Bandages	Sterile Buffered Isotonic Eyewash Kit
Gauze Bandages	Adhesive Bandages
Triple Antibiotic Ointment	Adhesive Tape
CPR Micro-shield Rescue Breather & Gloves	Disposable Gloves
Rescue Blanket	Bum Spray
Alcohol Wipes	Scissors

Optional On-board Safety Response Equipment

5 Emergency Notification Cards
1 pry bar
1 reflective vest
1 flashlight and a set of extra batteries
1 set of jumper cables
1 spare tire plus appropriate jack and lug wrench
1 camera (with film that is replaced with new film every six months)

PREVENTATIVE MAINTENANCE PLAN

Introduction:

Preventative maintenance describes regularly scheduled maintenance procedures, which are performed to prevent vehicle malfunctions and breakdowns. Preventative maintenance will help keep vehicles on the road. An organized program of inspections, scheduled service, and immediate adjustments or repairs will increase safety, increase the service life of the vehicles, and keep mechanical failures to a minimum. By administering a preventative maintenance program, the system should also save money on repairs through proper and repetitive inspection.

Daily/Weekly Vehicle Inspection:

Pre/Post-trip inspections are crucial to the success of Sampson Area Transportation's Preventative Maintenance Program. Each driver will inspect his or her vehicle before leaving the parking area by completing the Pre-Trip Vehicle Inspection Form. The completed checklist must be submitted to the Transportation Supervisor at the end of the driver's shift so that necessary maintenance can be noted and scheduled accordingly. Drivers must sign each checklist for each vehicle used that day. This report identifies checks for the following items:

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Vehicle Exterior

Turn on all exterior lights. With the vehicle in park and the emergency brake still on, begin the exterior check from the front of the vehicle.

During the exterior inspection, be sure to note and report any evidence of fresh damage to the vehicle. Reporting such damage now may save you a lengthy and difficult explanation or report later. Space is provided for you on the Daily Vehicle Inspection Checklist to note and describe any exterior damage.

Check the headlights, signal lights, emergency flashers and clearance lights to make sure they are working. (You may need a co-worker's assistance).

Check the left front tire for any signs of road damage or under-inflation.

Check the air pressure with an air pressure gauge.
Take care to maintain your tires at the recommended pressure.
A soft tire is very susceptible to severe road damage.
An over-inflated tire causes a bumpy and less comfortable ride, especially for elderly or disabled passengers.
Check the condition of the side marker light.

Move to the back of the vehicle and inspect the rear left tire or duals for obvious damage.

Check the air pressure with an air pressure gauge.

While at the back of the vehicle, check the taillights, the brake lights, turn signal lights, emergency flashers and any other clearance lights, reflectors or signs. (This will require assistance).

Make sure they are free of mud and dirt buildup.
Carry a rag with you to clean any dirty lights, which may be hard to see even after dark.

Check the right rear tire. If there are any other lights or outside signs for your boarding doors or lifts, make sure they are in place and clean.

Next, look under the vehicle. Make sure there are no foreign or unfamiliar objects hanging down or wedged underneath.

Also, check to see if there are any puddles or vehicle fluids under the vehicle. If the vehicle is leaking fluid, report it to your supervisor.

Move to the front of the vehicle and examine the right front tire in the same manner as the left tire and check the condition of the side marker light.

Adjust each of your mirrors so that you can see what you need to see from your normal driving position. When you are adjusting your mirrors, keep in mind what you want to be able to see within your safety zone.

Test your horn to make sure it works.

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Turn the steering wheel gently to make sure it is not loose.

Push on the brake pedal. If the tension feels spongy or soft, note this on your checklist. Your brakes may need to be adjusted.

Check the blower fan to see if it works so you'll be able to use the heater, defroster or air conditioner.

Check the interior lights. If any lights are not working, note this on your checklist.

Note on your checklist anything in the interior of the vehicle that needs attention.

Safety Equipment

Check your emergency equipment to make sure it is in the right location and in working order.

Emergency equipment should include:

- A properly charged fire extinguisher
- Warning devices such as cones, triangles, flares
- A first aid kit
- Extra fuses
- A flashlight with fresh batteries
- Blood Borne Pathogens Kits

Look around the inside of your vehicle to make sure it is clean. Clear out trash, debris or loose items. Trash or debris left in the vehicle can be tossed about by careless passengers and can cause slips, falls and fires. A clean vehicle presents a professional image.

Check any special accessibility equipment if your vehicle is so equipped.

Examine tie downs for signs of damage or excessive wear. Make sure they can be properly secured to the floor.

Check all lifts and ramps by operating them through one complete cycle. Make sure they are functioning properly. (You may have to move the vehicle to ensure proper clearance while performing this part of the inspection.)

Make sure all doors and emergency exits are functional and unobstructed.

The Pre-Post Trip Inspection is completed electronically on the driver's tablet. The pre and post trip inspections are completed on a daily basis. If there are any items that are not in the van, or any maintenance that needs to be done, the driver is to notify the Transportation Supervisor, who will notate the corrective action taken.

Also, there are spaces available to verify that the vehicle has been cleaned both inside and outside. Drivers are told to report any malfunction or problem directly to the Program Assistant and document that on the pre/post trip inspection sheet. Once a problem has been reported, the Program Assistant checks for the problem, and then an immediate appointment is made with the garage.

Each SAT vehicle is assigned a number (which is the last 4 digits of the vehicle) by the Transportation Supervisor. The phone number and facility name are put on the vehicles when purchased.

Every transit driver is responsible for ensuring that periodic maintenance is performed on the vehicle assigned to him/her at Sampson Area Transportation. The transit driver will indicate on the Pre-Trip Inspection Form when the vehicle is within 500 miles of the next scheduled service.

In the event of a mechanical failure while the vehicle is in service, the driver will call the Transportation Office Manager to report the need for service. The Transportation Office Manager will contact the maintenance provider during normal business hours or the wrecker service at other times.

Scheduling Maintenance:

Maintenance schedules are based on recommended mileage intervals of the manufacturer. Some vans may be scheduled for a preventative maintenance (PM) service every two months while others are scheduled monthly based solely on miles driven. A checklist is provided to the garage for all PM services. The mechanic checks off on all services performed. The garage is given a copy of the schedules as well as the individual drivers. Vans that need immediate service are taken out of service and scheduled as soon as possible.

Sampson Area Transportation values the importance of preventative maintenance for our vehicles. In utilizing a new maintenance program (Assetworks), SAT is changing a few of the items in the System Safety Program Plan. All maintenance will be scheduled and documented through Assetworks. The Program Assistant is in charge of maintaining that database and all training needed in utilizing the software.

The North Carolina Department of Transportation/Public Transportation Division has required that all systems utilize the same maintenance program. There are three (3) types of preventative oil change programs that are to be used. Oil changes are done every 5000 miles. The Program Assistant and the individual drivers will keep track of the mileage on the vans. The Program Assistant will provide a work order for all maintenance on the vans, including the oil changes. There are three (3) different oil change schedules, which will be listed as A,B, and C. The details for each are as follows:

- (A) Engine oil filter change; Rotate tires (if needed); Wheels (check lug nuts, rims, and axle bolts); Tire air pressure, condition, and tread depth; Brake fluid; and windshield fluid.
- (B) Includes all of A plus; coolant level, water hoses, airlines, wires; check battery and cables; air filters; power steering fluid; transmission fluid and filter.

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- (C) Includes A and B plus; chassis lubrication; belts; engine tune-up (as needed); transmission flush (as needed); diagnostic testing; annual state inspection (as needed).

These will be done in a sequence, A,A,B,A,A,C.

PM CHECKLIST

CLASS CLASS CODE =
SAT-VAN-PM CLASS

SAT-VAN-PM CLASS, A	
PM Task	Description
PMHB113	ROTATE TIRES IF NEEDED
PM-ACTS028	CHANGE ENGINE COOLANT
PM-3M-00	***** PERFORM SAFETY EQUIPMENT INSPECTION *****
PM-ACTS031	INSPECT EXHAUST SYSTEM & HEAT SHIELDS
PM-ACTS140	CHECK TRANSMISSION FLUID AND FILTER
PM-ANU-17	EMERGENCY BRAKE
PM-ANU-21	CLEARANCE LIGHTS (BUSES; TRUCKS; TRAILERS)
PM-ANU-26	PCV VALVE
CHPM-0012	SUSPENSION
CHPM-0029	CK ENGINE MOUNTS AND ENGINE CRADLE
CHPM-0036	CK FRONT AND REAR BRAKE CONDITION CK ROD TRAVEL AND NOTE
CHPM-0039	INSP R BRAKE COMPONENTS FOR DAMAGE OR WEAR
PM035	ENGINE OIL FILTER CHANGE
CHPM-0040	INSP F BRAKE COMPONENTS FOR DAMAGE OR WEAR
CHPM-0054	CK ALL CHASSIS COMPONENTS FOR DEFECTS
CHPM-0077	CK DIFFERENTIAL FLUID LEVEL ADJUST AS NEEDED
CHPM-0076	CK FRAME - BODY MOUNTS
CHPM-0130	GENERAL DASH AREA
PM042	WHEELS; LUGS - RIMS AND AXLE BOLTS
CHPM-0162	CHANGE-CLEAN HTR-AC FILTERS
PM043	TIRE AIR PRESSURE; CONDITION; TREAD DEPTH
CHPM-0204	CK ALL WINDOWS FOR DEFECTS - NOTIFY SUP IF DEFECTS FOUND
CHPM-0217	CK GENERAL BODY AND PAINT OF INTERIOR
CHPM-0316	FUEL LEAKS
PM075	BRAKE FLUID
CHPM-0264	BATTERY-TRAYS-COMPARTMENT
PM076	WINDSHIELD WASHER FLUID
CHPM-0303	DRIVE BELTS-PULLEYS-IDLERS
CHPM-0391	REPLACE ALL PARTS THAT ARE LEAKY OR DAMAGED.

SAT-VAN-PM CLASS, ANNUAL

PM Task	Description
PM-ANU-01	MIL INDICATOR BULB
PM-ANU-02	DLC (DIAGNOSTIC LINK CONNECTOR)
PM-ANU-03	COMMUNICATION ESTABLISHED
PM-ANU-04	MIL COMMAND ON
PM-ANU-05	MIL INDICATOR BULB
PM-ANU-06	HEADLIGHT

PM-ANU-07	PARKING LIGHT
PM-ANU-08	TAIL LIGHTS
PM-ANU-09	BEAM INDICATOR LIGHT/SWITCH
PM-ANU-10	LICENSE PLATE
PM-ANU-11	STOP LIGHTS
PM-ANU-12	DIRECTIONAL SIGNALS
PM-ANU-13	HORN
PM-ANU-14	WINDSHIELD WIPER
PM-ANU-15	REAR VIEW MIRROR
PM-ANU-16	FOOT BRAKE
PM-ANU-17	EMERGENCY BRAKE
PM-ANU-18	STEERING MECHANISM
PM-ANU-19	TIRES
PM-ANU-20	EXHAUST SYSTEM
PM-ANU-21	CLEARANCE LIGHTS (BUSES; TRUCKS; TRAILERS)
PM-ANU-22	REFLECTORS
PM-ANU-23	WINDOW TINTING VISBLE LIGHT TRANSMISSION. 35% TOLARANCE
PM-ANU-24	CATALYTIC CONVERTER
PM-ANU-25	AIR INJECTION SYSTEM (AIS)
PM-ANU-26	PCV VALVE
PM-ANU-27	UNLEADED GAS RESTRICTOR
PM-ANU-28	EXHAUST GAS REGULATOR (EGR)
PM-ANU-29	THERMOSTATIC AIR CONTROL (TAC)
PM-ANU-30	FUEL EVAPORATOR CONTROL
PM-ANU-31	OXYGEN (O2) SENSOR

SAT-VAN-PM CLASS, B

PM Task	Description
PM006	BRAKES: PEDAL TRAVEL- BRAKE FLUID LEAKS AND STOPPING ABILITY
PM028	COOLANT LEVEL
PMHB113	ROTATE TIRES IF NEEDED
PM029	FLUID LEAKS
PM002	LIGHTS- SWITCHES- HORN- WIPERS- DOORS
PM027	WATER HOSES- ELECTRICAL WIRES- AIR LINES- HYDRAULIC LINES
PM024	CHECK BATTERY CABLES HOLD DOWNS AND BOOTS
PM035	ENGINE OIL FILTER CHANGE
PM078	BRAKE INSPECTION
PM030	AIR CLEANER FILTER; CLEAN OR REPLACE
PM037	POWER STEERING FLUID LEVEL
PM042	WHEELS; LUGS - RIMS AND AXLE BOLTS
PM075	BRAKE FLUID
PM076	WINDSHIELD WASHER FLUID
PM141	TRANSMISSION FLUID AND FILTER
PM147	DIAGNOSTIC TESTS
PM095	FRONT- AND REAR BRAKE PADS

SAT-VAN-PM CLASS, C

PM Task	Description
PM006	BRAKES: PEDAL TRAVEL- BRAKE FLUID LEAKS AND STOPPING ABILITY
PM007	SEATS- SEAT BELTS- WHEELCHAIR RESTRAINTS (IF APPLICABLE)
PM028	COOLANT LEVEL
PM033	DIFFERENTIAL FLUID LEVEL
PM018	CHASSIS LUBRICATION
PM035	ENGINE OIL FILTER CHANGE
PM036	BELTS: TENSION AND WEAR. A/C: _____ LBS.

PMHB113	ROTATE TIRES IF NEEDED
PM037	POWER STEERING FLUID LEVEL
PMSAC50	ENGINE TUNE-UP
PM042	WHEELS; LUGS - RIMS AND AXLE BOLTS
PM043	TIRE AIR PRESSURE; CONDITION; TREAD DEPTH
PM075	BRAKE FLUID
PM076	WINDSHIELD WASHER FLUID
PM084	LUBRICATE HINGES
PM141	TRANSMISSION FLUID AND FILTER
PM095	FRONT- AND REAR BRAKE PADS
PM098	DIFFERENTIAL FLUID
PM148	TRANSMISSION FLUID FLUSH

Records: When a vehicle completes maintenance work, the driver signs off on the bill. A copy is given to the driver, who will give it to the Office Manager. At that time, the original is given to the Financial Manager and a copy is filed in the Maintenance Logbook. This is done by either the Office Manager or Transportation Supervisor. Files are not currently kept in the computer; they are kept in a single binder. Every vehicle has a section in the binder. There is a cover sheet for each section. The cover sheet contains the date of work, mileage, and what was done. This is also initiated by the person completing the form. The bill is then filed in order behind the cover sheet. Records are also kept by the garage.

Vehicle Lift Maintenance Policy

Vans with inside lifts will be serviced to the manufacturer’s recommendations. The newer vans have an electronic counter, so service can be done on a per cycle plan. Older vans, with outside lifts, will have basic preventative maintenance till they have met useful lift and disposed. The schedule for the older vans is as follows:

Every 2 weeks or 100 cycles with light oil as needed:

- Outboard roll stop hinge
- Roll stop latch
- Fold actuator pivot points
- Bridge Plate/Pins
- Platform fold axles
- Horseshoe pivot points
- Handrail pivot points
- Inspect lift for rattles

This part can be done with the SAT staff or current vendor. For all other wheelchair service work, a certified Braun technician will provide the work. All lifts will be serviced every 750 cycles or every 3 months for those lifts without counters, abiding by the manufacturer’s suggestions for preventative maintenance. SAT will be billed for the work and a copy of that will be placed in the vehicle maintenance binder for documentation. Drivers are required to cycle the lift one time on the pre/post trip inspection sheet. Any problem is to be noted on that form and immediately discussed with the Office Manager. Correct any potentially dangerous situations at once.

For the 750-cycle maintenance, the following shall be done:

- Change Pump Oil
- Inspect and replace pins, slots, lever, bearings as needed
- Check lift mount to make sure it is securely anchored
- Inspect cylinder, chains, bearings, hoses, and wiring

GENERAL SECURITY POLICY

Purpose

The overall purpose of Sampson Area Transportation’s Security Program is to optimize -- within the constraints of time, cost, and operational effectiveness -- the level of protection afforded to Sampson Area Transportation’s vehicles, equipment, facilities, passengers, employees, volunteers and contractors, and any other individuals who come into contact with the system both during normal operations and under emergency conditions. The Transportation Director will serve as the accountable executive, and the Transportation Supervisor serves as the designated Safety Officer for the transportation department.

The security of passengers and employees is paramount to promoting the objectives of FTA, NCDOT and their partner organizations in developing a Security Program. Sampson Area Transportation will take all reasonable and prudent actions to minimize the risk associated with intentional acts against passengers, employees and equipment/facilities. To further this objective, Sampson Area Transportation has developed security plans and procedures and emergency response plans and procedures. The plans have been coordinated with local emergency services which addresses the conduct of exercises in support of their emergency plans, and assessment of critical assets and measures to protect these assets.

The Sampson Area Transportation General Security Policy has 4 main goals:

1. The Security Program’s number one goal is the protection and safety of system employees, passengers, vehicles and equipment.
2. Ensure that security and emergency preparedness are addressed during all phases of system operation, including the hiring and training of agency personnel; the procurement and maintenance of agency equipment; the development agency policies, rules, and procedures; and coordination with local public safety and community emergency planning agencies.
3. Promote analysis tools and methodologies to encourage safe system operation through the identification, evaluation and resolution of threats and vulnerabilities, and the on-going assessment of agency capabilities and readiness.
4. Create a culture that supports employee safety, equipment/facility protection and security and safe system operation (during normal and emergency conditions) through motivated compliance with agency rules and procedures and the appropriate use and operation of equipment.

While every threat cannot be identified and resolved, Sampson Area Transportation can take steps to be more aware, to better protect passengers, employees, facilities and equipment, and to

stand ready to support community needs in response to a major event. For this purpose, our Security Program has five objectives:

1. Achieve a level of security performance and emergency readiness that meets or exceeds our requirements.
2. Increase and strengthen community involvement and participation in the safety and security of our system.
3. Develop and implement a vulnerability assessment program, and based on the results of this program, establish a course of action for improving physical security measures and emergency response capabilities.
4. Expand our training program for employees, volunteers and contractors to address security awareness and emergency management issues.
5. Enhance our coordination with NCDOT/PTD regarding security and emergency preparedness issues.

Sampson Area Transportation will implement security plans and training from NCDOT and local law enforcement. Following are additional security items:

1. Provide a proactive, prevention-oriented approach to security.
2. Current thinking regarding bus/van transit security emphasizes the importance of identifying potential threats and areas of vulnerability, developing approaches that will minimize those threats and vulnerabilities and demonstrating a clear and proactive approach to security.
3. Maintain that Sampson Area Transportation is responsible for the protection of its passengers, personnel, and facilities.
4. Forging a strong working agreement with all law enforcement agencies.
5. Have quarterly security meetings with office staff and drivers. Any security issues or updated training opportunities will be discussed in this meeting.
6. Input a security section to the TAB quarterly agenda to discuss with the TAB members.
7. The radio base on all vans is monitored by the Sampson County Emergency Management Office. This allows constant contact with both the office and the emergency response team.
8. Work with Sampson County Emergency Management to train drivers on emergency evacuations and passenger/driver security. These will be documented in the Drivers Training Individual Logs. Also, training in the Defensive Driving class will touch on sections dealing with passenger security.

Management and Accountability

This policy was written by the Director and the Transportation Supervisor based on local emergency plans, NCDOT Security Template and FTA’s items listed as good security practices identified through FTA’s Security Assessments and technical Assistance provided to the largest transit agencies.

Sampson County Board of Commissioners adopted the Sampson County Emergency Operations Plan on August 1999 as a regulation as guidance to provide for the protection of the residents of Sampson County. This plan outlines the coordinated actions to be taken by the County Officials and local agencies to protect lives and property in natural or manmade disasters.

Sampson Area Transportation is a participating agency within this plan and follows the guidelines and direction of the local Emergency Management System. Security responsibilities are defined and delegated from management through to the front-line employees.

Security Problem Identification

Sampson Area Transportation uses a workplace security assessment form annually to identify potential security issues.

Sampson County local government has quarterly safety committee meetings. If issues are present, they are sent to the County Manager and then will be addressed with Department Heads. In turn issues will be addressed and policy changes made.

An annual review of all policy and procedures will be conducted by management and addressed with Transportation Advisory Board and then sent for approval by the Board of Commissioners.

Employee Selection

Background investigations are conducted on all new employees prior to employment. Background investigation includes criminal history, motor vehicle records and pre-employment drug testing.

Training

- 1. Security orientation and awareness materials are provided to all employees.
2. Ongoing training programs on safety, security and emergency procedures by work area are provided quarterly.
3. An Information Bulletin Board is in the driver's lounge with safety/security information. The Operations Supervisor will update this board as often as information is made available, but at least quarterly.

Audits and Drills

- 1. An annual review of all policy and procedures will be conducted by management and addressed with Transportation Advisory Board and then sent for approval by the Board of Commissioners.
2. Emergency Disaster drills are conducted by the local Emergency Management Office. Sampson Area Transportation participates in these drills.

Board of Commissioners, County Manager, Department Heads and then to all other personnel.

Opening and Closing Procedures

Monday through Friday AM—one of the lead drivers arrives between 3:45am to 4:00am to open the building and the gates to the parking lot. Lead driver checks messages for any cancellations and begins the operational aspects of transportation. Drivers and passengers are aware that the Transportation Supervisor and/or Director can be reached on their cell phones at all times, for any reason.

Monday through Friday PM - the Supervisor is in the office until 5:30 pm. If there are any vans still out on the road, the supervisor contacts these vans, tells them to call on the radio if need be, asks how long until they are off the road, and any other information needed. The supervisor checks the office and grounds, turns off office lights, locks doors, and locks the gate (drivers who are still out have gate keys). If the supervisor is off work due to vacation or sick time, the receptionist is required to stay until 5 PM and makes the same rounds dealing with building and lot security.

All drivers and office staff are responsible for ensuring that the lot and building are secure at all times. The office manager will do a "walk-through" of the building and grounds daily (weather permitting). The operations manager, or the last driver to leave, will ensure the building and gates are locked, vans are accounted for, and no other security issues are lacking.

If an employee is at the office or on the road after business hours, the driver will have the home telephone numbers of the operations supervisor and office manager. The driver is to call for any emergency, no matter how small, and inform either administrative staff person they contact. At any time, the driver can make a decision to call 911 or the Sheriff's office.

Vehicles: All Sampson Area Transportation vehicles shall remain locked when not on the road or being used. The driver shall be responsible for keeping the keys once their shift has begun. Each driver should do a quick "walk-around" before starting the van, while doing the pre/post trip inspection sheet. Any items that may cause a security breach should be immediately reported to the office and/or law enforcement.

General Workplace Security: All drivers and office staff are instructed to report any suspicious persons, activities, packages, and/or unusual circumstances immediately. The employee should make a sound decision to either report to the Director or Transportation Supervisor, or to immediately call 911 if the employee feels that the situation warrants such action.

3. One on one evaluation with drivers to review security measures and practices are done annually.

Documents and Access Control

- 1. All computers are password protected. These passwords are kept in a locked file cabinet.
2. Any other safety documents will be kept in a locked file cabinet.
3. All visitors, contractors, other county employees and delivery personnel are required to check in to the lobby and are escorted to Supervisor and/or Office Manager if needed.
4. Transit Vehicle keys are kept in the Administrative Assistants office, and driver's must sign out the keys before beginning their shift.
5. After hours the facility is locked, and grounds protected by a locked fence. Lighting around facility is also used.
6. The County Complex is regularly controlled by the local Sheriff's Department.

Unauthorized Access to Computers/Records Policy

Sampson Area Transportation utilizes personal information to transport clients. When a client applies for transportation, an intake form is processed. Information such as birthday, address, Social Security Number, and directions are asked of the client and entered on the intake form and the scheduling computer software. The reason for this policy is to set forth guidelines to prevent unauthorized access to or destruction of these records. Financial records are kept in the Operations Supervisor office or the secretary's desk. SAT will also follow the county's "red flag" policy as well as allowing records to be available pursuant to the NC Public Records law.

All hard-copy intake forms are stored in the Office Manager's office. Drivers and office staff have access to the records for work purposes only. Examples would be to get addresses or directions, to see what programs the client is eligible for, to look up an emergency contact person, or any other valid reason. Under no circumstances shall any personal information be used for reasons that are not directly related to providing transportation to clients. Computer usage is restricted to the Supervisor, Office Manager, and the secretary. The software for scheduling is password protected. SAT retains all financial records for a minimum of five years. These records are placed in filing boxes, sealed and stored in appropriate areas of the Sampson Area Transportation building which are not accessible to the general public. Disposal of those records is through the process of shredding or burying them at the county landfill; after permission has been given by the Sampson County Board of Commissioners.

Homeland Security

- 1. The Emergency Operations Director will be responsible for the communication of any information from the Office of Homeland Security. This information will be distributed to

**SAMPSON AREA TRANSPORTATION
WORKPLACE SECURITY ASSESSMENT FORM**

Facility (Worksite): _____
Location: _____
Date: _____
Inspection No.: _____

Describe the physical layout of the establishment. Indicate its location to other businesses or residences in the area and access to the street. _____

Number/gender of employees on-site between 10 p.m. and 5 a.m. _____
Describe nature and frequency of client/customer/passenger/other contact: _____

Yes No
[] [] Are cash transactions conducted with the public during working hours? If yes, how much cash is kept in the cash register or in another place accessible to a robber? _____

Yes No
[] [] Is there safe or lockbox on the premises into which cash is deposited? _____

What is the security history of the establishment and environs? _____

What physical security measures are present? _____

Yes No
[] [] Has security training been provided to employees? If so, has the training been effective? _____

**SAMPSON AREA TRANSPORTATION
Security Incident Recording Form**

Operator Training Lesson Plans

Date of Incident: _____ Time of Incident: _____ AM/PM
Location: _____
of Fatalities: _____ # of Injuries: _____ Property Damage Estimate: \$ _____

Type of Security Incidents: *Check all that apply.*

Homicide Burglary Motor Vehicle Theft
Forcible Rape Bombing Chemical or Biological Release
Robbery Arson Aggravated Assault
Hijacking Bomb Threat Kidnapping
Other _____

Description of Incident: *Attach law enforcement report(s) if available.*

Recorded By: _____ Date: _____
Title: _____ Phone #: _____

- 6) Harassment
 - a) Harassment Policy
 - b) Harassment Form

AMERICANS WITH DISABILITY ACT (ADA)

1 hour required classroom training

- 1) Overview of Americans with Disability Act
 - a) ADA Government website
 - b) National RTAP ADA Training
- 2) Passenger Relations
 - a) Definitions
 - b) Basic Passenger Relations Skills
 - c) Driver Sensitivity Skills
 - d) Understand Disabilities
 - e) Different, Difficult, and Danger Passenger PowerPoint
- 3) Wheelchair Securement and Passenger Assistance
 - a) Braun Loading Video
 - i) Wheelchair Handling
 - ii) Wheelchair Lift Operation
 - iii) Wheelchair Lift Inspection
 - b) Wheelchair Securement Test
- 4) Proper SAT Wheelchair Procedures
 - a) Lift Operations
 - b) Loading and Unloading of a wheelchair
 - c) Wheelchair securement
- 5) National RTAP 2 The Point Training

GENERAL

- 1) Child Safety Securement

FACILITY

- 1) Tour of SAT facilities
 - a) Designated parking area(s)
 - b) Designated tobacco area(s)
- 2) Introduction of Sat administration and staff.

ADMINISTRATION

- 1) Administrative Policies and Procedures
 - a) General Rules and Conduct Policy
 - b) Call in Procedure
 - c) Leave Policy and Procedures
 - d) Benefits
 - e) Time off Request
 - f) Key Policy
 - g) Fuel Card Policy
- 2) Uniforms
 - a) Dress Code Policy
 - b) Reflective Vest
- 3) Time Sheet
 - a) Correct time sheet procedures
 - b) Time sheet Form
- 4) Employee Handbook
 - a) Employee Handbook Form.
- 5) Evaluation
 - All employees have a 90 day (3 month) probationary period
 - a) 90 day (3-month review)
 - b) Annual Review

- a) Law G.S 20-137.1
- b) Safety Kids USA
- c) SAT policy and procedures
- 2) Vehicle Backing
 - a) SAT backing PowerPoint
 - b) SAT backing policy and procedure
- 3) Railroad Crossings
 - a) SAT policy and procedures
- 4) Electronic Devices
 - a) SAT policy and procedures
 - b) Accident Facts
 - c) Electronic Device Form
- 5) Fare Policy
 - a) SAT policy and procedures

ILLEGAL DRUG USE

- 1) SAT Drug and Alcohol Policy
 - a) Purpose
 - b) Applicability
 - c) Definitions
 - d) Education and Training
 - e) Prohibited Substances and Conduct
 - f) Testing Requirements
 - g) Drug Testing Procedures
 - h) Alcohol Testing Procedures
 - i) Forms of Testing
 - j) Professional Assistance
- 2) Video- Drug Free World
- 3) Sign Off

INFECTIOUS DISEASES AWARENESS AND PREVENTIONS \

- 1) Infectious Disease Policy and Procedures
 - a) Overview of OSHA Standard
 - b) Blood Borne Pathogen Kit
 - c) Hazardous Material cleanup
 - d) Hazardous disposal
- 2) Awareness and Prevention Instruction
 - a) Introduction
 - b) Universal Precautions
 - c) Blood borne Pathogens
- 3) National RTAP 2 The Point Training
- 4) Sign Off

HANDS ON TRAINING

- 1) Inspection
 - a) Pre-Trip Assessment
 - b) Components and Assembly
 - c) Pre-Trip Form
- 2) Manifest
 - a) Sample Manifest
 - b) Proper Manifest procedures
- 3) Wheelchair Assessment
 - a) Sure-Lok Securing the wheelchair
 - b) Securing the Occupant
 - c) Terms
- 4) Over the road training

DEFENSIVE DRIVING

- e) Driving through Water
 - f) Winter Driving
 - g) Snow and Ice Removal
 - h) Driving in Very Hot Weather
 - i) Accident Procedures
 - j) Passenger Injuries
 - k) Collect Information
 - l) Fires
 - m) Passenger Illness
 - n) Passenger Evacuation
 - o) Vehicle Breakdown
 - p) ALWAYS notify dispatch
- 2) Accident Reporting Procedures
 - a) Communication and Notification Process
 - b) "In case of accident" form
 - c) Refusal of Treatment and/or Transportation form.
 - 3) Emergency Equipment Use
 - a) First Aid Training
 - i) Basic First Aid Training
 - ii) Proper use of First Aid Kit
 - b) Blood borne Pathogens
 - c) Emergency Triangles
 - d) Fire Extinguisher
 - e) Web Cutters
 - f) Reflective Vest
 - 4) Emergency Procedures
 - a) Accidents and Emergencies
 - b) Evacuation
 - c) Passenger Handlings
 - d) Driver and Passenger Security Training
 - e) Emergency Evacuation Procedures and Training

- 1) Handbook Information
 - a) Definition of Defensive Driving
 - b) Qualities of a good driver
 - c) Main Causes of accidents
 - d) Safety Zone
 - e) Vehicle Equipment
 - f) Pre-Check
 - i) Exterior
 - ii) Interior
 - g) Following Distance
 - h) Intersections
 - i) Pedestrians and Bicyclists
 - j) Designated Stops
 - k) Elderly and disabled passengers
 - l) Seat belts
 - m) Securing a vehicle
 - n) Four-way hazard lights
 - o) School Zones
 - p) Disabled Vehicles
- 2) Classroom Discussion
 - a) Defensive Driving Training PowerPoint
- 3) National RTAP
 - a) Complete 2 THE POINT TRAINING

EMERGENCY PROCEDURES

- 1) Manual Emergency Driving Procedures
 - a) Preparation
 - b) Accident Causes
 - c) Slippery Road Surfaces
 - d) Driving at Night

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CONTINUITY OF OPERATIONS PLAN

FOREWORD

Local Communities have an ethical responsibility to ensure the safety of their community. They also have a legal obligation to operate in a prudent and efficient manner, even during an impending threat or following a disaster.

This continuity of operations (COOP) plan provides guidance for Sampson Area Transportation (SAT) to perform its essential functions as part of a COOP capability.

Recommended changes to this document may be addressed, at any time, to the Director, Sampson Area Transportation.

Chairperson, Sampson County BOC

Priority	Department	Essential Functions
1	SAT	Transport passengers for medical, work, and quality of Life needs for the people of Sampson County
2	SAT	Payroll
3	SAT	Accts Receivable/Accts Payable
4		
5		
6		
7		
8		

SAT oversees the essential function listed above, which, in turn, is supported by specific critical systems and/or vital records (i.e., vehicle titles). Therefore, to maintain an operational status, SAT must support the required staff, critical systems, and vital records at the ERS.

Authorities and References

Authority, support, and justification for continuity of operations (COOP) planning are provided through the documents listed in Annex A.

Concept of Operations

A COOP plan must be maintained at a high level of preparedness and be ready to be implemented without significant warning. It should be implemented fully no later than 12 hours after activation and provide guidance to sustain operations for up to 30-days. The broad objective of this COOP plan is to provide for the safety and well-being of SAT's employees. In addition, this plan will facilitate the execution of SAT's essential functions during any crisis or emergency in which SAT's locations is threatened or not accessible. Specific SAT COOP Plan objectives include the following:

- Enable staff to perform essential functions to prepare for and respond to the full spectrum of possible threats or emergencies including terrorism, technological catastrophes, natural or manmade disasters, and other crises.
- Identify key principals and supporting staff who will relocate.
- Ensure that the Emergency Relocation Site (ERS) can support Emergency Relocation Group (ERG) operations.
- Protect and maintain vital records and critical systems.

An emergency, such as an explosion, fire, or hazardous materials incident, may require the evacuation of SAT's facility with little or no advance notice. Building evacuation, if required, is accomplished via implementation of Occupant Emergency Plans for SAT. **This COOP Plan is not an evacuation plan**, rather it provides for a deliberate and replanned movement of selected principals and supporting staff to the ERS.

Introduction

Sampson Area Transportation

Purpose

This continuity of operations (COOP) plan for Sampson Area Transportation, hereinafter called SAT, presents a management framework, establishes operational procedures to sustain essential functions, and guides the restoration of full functions if normal operations are interrupted.

This plan was prepared in accordance with Department of Homeland Security (DHS) Headquarters Continuity of Operations (COOP) Guidance Document, dated April 2004, which provides a structure for formulating a COOP plan; Presidential Decision Directive-67, "Ensuring Constitutional Government and Continuity of Government Operations," which requires all Federal departments and agencies to have a viable COOP capability; and State of North Carolina requires all local communities to prepare for emergencies and disasters.

This document focuses on the basic COOP elements: essential functions, critical systems, alternative facilities, orders of succession, delegations of authority, and vital records. Development of procedures that address the basic COOP elements and work in concert with business continuity and disaster recovery plans allows for uninterrupted delivery of SAT's essential functions.

This document applies to the full spectrum of threats and emergencies that may affect SAT. Specifically, this COOP plan is based on an event scenario that disrupts SAT's essential functions. In this scenario, SAT is closed for normal business activities. The most likely causes of such disruption are severe winter storms (i.e., ice or snow), widespread utility failure, multiple explosions, civil disturbance, or credible threats of actions that would preclude access to SAT's facilities. Under this scenario, SAT Staff will relocate to a remote facility identified as the Emergency Relocation Site (ERS), currently Sampson County Emergency Management Office 107 Underwood St, Clinton NC.

Essential functions

This COOP plan is based on SAT's essential functions. It serves as an operational guide to facilitate the relocation of SAT staff to an ERS and the backup of critical systems and vital records so that essential functions may continue. The level and manner of support needed to continue essential functions is dependent on the nature of an event. This plan describes the processes and procedures needed to support continuation of essential functions identified in the following table.

Following an incident so severe that SAT's facility is rendered unusable, or if such an event appears imminent, the Director/Designee instructs the Sampson County Manager and the Emergency Management Director that SAT staff will be relocating to the Emergency Operations Center Conference room.

Phase I: Activation and Relocation

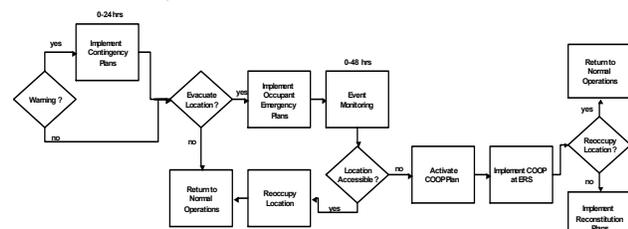
The extent to which orderly alert and notification is possible depends on the amount of warning received, whether personnel are on duty or off duty at home or elsewhere, and, possibly, the extent of risk for SAT's personnel or locations.

Decision Process

Execution of this COOP plan focuses on continuing SAT's essential functions via the relocation of select personnel, ERS operations, and critical systems recovery. This COOP plan may be executed in several phases that are delimited by the time from warning dissemination and the activities being performed. Depicted below is SAT's decision process.

Any disaster, whether natural, manmade, or technological, that adversely affects SAT's ability to perform essential functions, requires activation of this plan.

Alert, Notification, and Implementation Process



SAT staff will be contacted with alert and notification information using the following contact lists.

- SAT Management, Administrative and Operational Staff notified
- Community Emergency Telephone Directory
- FEMA Regional Office Contact Information

Note: Information and guidance for SAT members is normally relayed by network messages, e-mail, or phone using existing emergency calling plans. All members of the Emergency Relocation Group (ERG) will be notified initially by phone; however, SAT staff members will be notified via network alerts and/or public address announcements, as appropriate. Based on the situation, current information may also be available via announcements released to and made by local radio and TV stations.

Employees should listen for specific instructions and specifically for the words "Emergency Personnel." All SAT employees should remain either at their office or at home until specific guidance is received.

Leadership

Orders of Succession

In the event of a vacancy in the position of the Director, or the absence of the incumbent in this position, another individual serving in an acting capacity shall temporarily assume the duties of the position.

- Transportation Supervisor
- Assistant County Manager
- County Manager

Delegation of Authority

SAT Director is responsible to ensure that SAT is in contact with Sampson County Emergency Operation Centers (EOC) Director/Designee.

- SAT Director/Designee will contact SAT staff to keep them up to date on the situation and report directly to the EOC and Sampson County.

Delegations of authority from the position of Chief Municipal Officer are established to ensure the ability of Community staff members to perform essential functions while remaining a viable part of the organization. Persons in the following positions, listed in order of precedence, are assigned continuity of operations responsibilities by the Chief Municipal Officer:

- Transportation Supervisor
- Assistant County Manager

Emergency Response Group

Personnel with select knowledge, skills, and abilities are required to perform the tasks associated with SAT's essential functions. The following personnel are identified as critical members of the ERG.

Emergency Personnel			
Office/Division	Position	Duties	Number
Rosemarie Oates Mobley	Director of Transportation	Direction and Control	1
Jeff Sawvel	SAT Transportation Supervisor	Direction and Control	2

Execution

Departure of ERG (Emergency Relocation Group) Advance Team:

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SAT	311 County Complex Rd Clinton NC 28328	No other location

One COOP Plan responsibilities is to comply with the U.S. National Archives and Records Administration Code of Regulations, Subchapter B – Records Management, to ensure the protection and continuous availability of vital records. Vital records are documents, references, and records, regardless of media type, that are needed to support essential functions under the full spectrum of emergencies and disasters.

All vital records must be protected from damage or destruction. Community vital records are stored in a properly equipped, environmentally controlled facility that is secure but also accessible when needed for records retrieval. The Director of Transportation is to make certain that databases and other references supporting the essential functions of SAT are prepositioned at each ERS, carried with deploying personnel, or available through a backup process.

Over time, vital records become outdated and require updating through a process called cycling. Inclusion of cycling procedures in the Vital Records Management Program ensures that vital records are current and accurate when needed.

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The Director of Transportation/Designee, or other person with delegated authority, directs the appropriate Staff to the ERS.

- Director/Designee notifies the Relocation Site Support Official that the ERG has departed.
- ERG members depart with their telephones, laptops, Hand-Held Radios and chargers, and any other supplies they may need.
- Director/Designee notifies Sampson County Manager, NC DOT/IMD, EOC and clients, as appropriate, that the activation of the COOP Plan is in progress.

Departure of Non-ERG Agency Personnel:

At the time of an emergency notification, and in the absence of guidance to the contrary, non-ERG personnel present at each affected Community location are directed to go home to await further instructions.

Transition of Responsibilities to the Deployed ERG:

- Following arrival at the ERS, the Director/Designee, orders the cessation of operations at SAT's facility.
- Director/Designee notifies NC DOT/IMD that SAT operations have shifted to the ERS.
- Director/Designee notifies SAT clients that operations have shifted to the ERS.
- As appropriate, Director/Designee, notifies vendors and other service providers that SAT operations have been relocated temporarily and provides direction to either continue or temporarily suspend provision of service.

Phase II: Alternate Facility Operations

Alternative facilities (i.e., ERSs) must be capable of supporting operations in a threat-free environment in the event that essential functions and supporting staff are relocated to the site. A relocation site must have sufficient space and equipment to sustain operations for a period of up to 30-days. An ERS must also have the appropriate physical security and access controls.

The Director/Designee conducts semiannual reviews of the space allocations with ERS Support Official to ensure the adequacy of space and other resources.

Mission Critical Systems

In general, the telecommunication and information system support provided at SAT's facility is available independently at the ERS. It is imperative that the Director/Designee ensures that unique or critical information system requirements are considered in planning and, if appropriate, identified as capabilities to be provided by support organizations at the ERS. SAT shall maintain all necessary and up-to-date files, computer software, and databases required to carry out essential functions.

Vital Files, Records, and Databases

System Name	Current Location	Other Locations

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Vital File, Record, or Database	Form of Record (e.g., hardcopy, electronic)	Pre-positioned at Alternate Facility	Hand Carried to Alternate Facility	Backed up at Third Location
Employee Files	Hardcopy	N/A		
Training Files	Hardcopy			
D & A files	Hardcopy			
Payroll Information	Hardcopy/Electronic			
Vendor Files	Hardcopy			
Vendor Files	Hardcopy			
SAT CTS software with data, client's information	Electronic			Web-Based
Grants' Information	Electronic			NCDOT/IMD
Contracts	Hardcopy			

Phase III: Reconstitution

Within hours of relocating to the ERS, SAT Director, with the approval of Federal, State, and local law enforcement and emergency services, initiates operations to salvage, restore, and recover the SAT facility. Sampson County owns the facility and the contents. These reconstitution efforts generally begin when the Director, or other authorized person, ascertains, in coordination with Federal, State, and local authorities that the emergency situation has ended and is unlikely to recur. However, once the appropriate SAT official determines that the emergency has ended; immediate reconstitution may not be practical. Depending on the situation, one of the following options should be considered for implementation:

- Continue to operate from the ERS.
- Begin an orderly return to Community locations and reconstitute from remaining Community offices or other resources.
- Begin to establish a reconstituted Community in some other facility.

COOP Planning Responsibilities

Director, Sampson Area Transportation

- Provides overall policy direction, guidance, and objectives for COOP planning.

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- Provides policy direction, guidance, and objectives during an incident for the implementation of the COOP Plan.
- Consults with and advises appropriate officials during implementation of the COOP Plan.
- Serves as the principal SAT representative to external parties and groups during implementation of the COOP Plan.
- Serves as the Community COOP program point of contact.
- Coordinate's implementation of the COOP Plan and initiates appropriate notifications inside and outside the Community during COOP Plan implementation.
- Coordinates the COOP Training, Testing, and Exercising Program.
- Aids ERG efforts at the ERS.
- Initiate's recovery of SAT, as part of reconstitution.

ERS Support Official

- Prepares site support plans to support the implementation of the COOP Plan to facilitate the smooth transition of direction and operations from SAT's facility to the ERS.
- Provides for the proper storage of backup copies of vital records and other pre-positioned items.
- Designates personnel responsible to assist the arriving ERG Advance Team.
- Maintains a current roster of designated site support staff.
- Supports periodic coordination visits by SAT.
- Keeps SAT Director informed of site vulnerabilities or changes in site resources that may impact the effective implementation of the COOP Plan.
- Requests an annual security risk assessment of the ERS by security staff to assist in ensuring COOP relocation site readiness.
- Coordinates appropriate billeting arrangements with the ERS, if appropriate, for employees who will not commute and need to remain overnight near the ERS.
- Conducts periodic coordination visits to the ERS.
- Participates in scheduled tests, training, and exercises.

SAT Transportation Supervisor

- Appoints a COOP point of contact for coordination and implementation of the COOP Plan.
- Keeps the Senior COOP Official informed of any changes in the designation of the office COOP point of contact.
- Identifies essential functions to be performed when any element of SAT is relocated as part of the COOP Plan.
- Identifies those functions that can be deferred or temporarily terminated in the event the COOP Plan is implemented.
- Maintains a current roster of office personnel designated as ERG members.
- Maintains current personnel emergency notification and relocation rosters.
- Prepares backup copies or updates of vital records.
- Ensures that the time and attendance function is represented on the ERG.

Multi-Year Strategy and Program Management

Multiyear Strategy

Sampson Area Transportation's COOP Plan Multiyear Strategy includes the objectives and key strategies for developing and maintaining a viable COOP program, including the support for short- and long-term initiatives.

Program Management

The Program Management Plan is a critical element of SAT's strategic planning activities because it documents the tactics executed to achieve the initiatives in the multiyear strategy. It describes SAT's needs, defines roles and responsibilities, and documents specific program timelines. In addition, it provides an effective program management tool for oversight, resource allocation, and progress evaluation.

COOP Plan Maintenance

To maintain viable COOP capabilities, SAT is continually engaged in a process to designate essential functions and resources, define short- and long-term COOP goals and objectives, forecast budgetary requirements, anticipate and address issues and potential obstacles, and establish planning milestones. Following is a standardized list of activities necessary to monitor the dynamic elements of SAT's COOP Plan and the frequency of their occurrence.

Activity	Tasks	Frequency
Plan update and certification	Review entire plan for accuracy. Incorporate lessons learned and changes in policy and philosophy. Manage distribution.	Annually
Maintain orders of succession and delegations of authority	Identify current incumbents. Update rosters and contact information.	Semi-annually
Maintain emergency relocation site readiness	Check all systems. Verify accessibility. Cycle supplies and equipment, as necessary.	Monthly
Monitor and maintain vital records management program	Monitor volume of materials. Update/remove files.	On-going

- Designates personnel to assist security officials in securing office equipment and files at Community locations when implementing the COOP Plan.
- Conducts periodic tests of the office telephone notification cascade(s).

SAT Staff

- Review and understand the procedures for emergency evacuation from SAT's facility in the Occupant Emergency Plan.
- Review and understand responsibilities related to COOP support functions and performance of SAT essential functions at a relocation site.
- Report to work to perform essential functions as detailed in this COOP plan or as requested.
- Provide current contact information to supervisors.

Logistics

Alternate Location

Sampson Area Transportation has designated one ERS to support the ERG following an event that disables the infrastructure supporting SAT's activities that occur at 311 County Complex Rd, Clinton, N.C. The ERS should be used when 311 County Complex Rd. is closed for normal business activities. The relocation site has adequate space, the necessary equipment, and the connectivity to support relocating each ERG responsible for performing essential functions.

Interoperable Communications

The success of SAT operations at the Emergency Relocation Site (ERS) depends upon the availability and redundancy of significant communication systems to support connectivity to internal organizations, other agencies, critical customers, and the public. Interoperable communication should provide a capability to correspond with SAT essential functions, to communicate with other Federal agencies, State agencies, and local emergency support personnel, and to access other data and systems necessary to conduct all activities.

Test, Training, and Exercises

A changing threat environment and recent events emphasize the need for COOP capabilities that enable SAT to continue its essential functions across a broad spectrum of emergencies. Federal Preparedness Circular (FPC) 66, in accordance with FPC 65, states that testing, training, and exercising of COOP capabilities are necessary to demonstrate and improve the ability of agencies to execute their essential functions. SAT's Tests, Training, and Exercises (TT&E) Program incorporates the three functional areas of testing systems and equipment, training personnel, and exercising plans and procedures.

Annex A: Authorities and References

Authority, support, and justification for continuity of operations (COOP) planning are provided through the documents listed below.

Federal Guidance

Executive Order 12148—Federal Emergency Management. EO 12148 establishes Federal policies and coordinates civil emergency planning, management, and assistance functions. It also establishes the President's role in working with State and local governments.

Executive Order 12472—Establishment of the National Communications System. EO 12472 establishes the National Communication Systems as a Federal interagency group assigned national security and emergency preparedness telecommunications responsibility throughout the full spectrum of emergencies. Responsibilities include planning, developing, and implementing enhancements to the national telecommunications infrastructure to achieve measurable improvements in survivability, interoperability, and operational effectiveness under all conditions. This is accomplished by effective management and by using national telecommunication resources to support the Government during any emergency.

Executive Order 12656—Assignment of Emergency Preparedness Responsibilities. EO 12656 is the foundation of these mandates. It requires Federal agencies to develop plans and procedures that ensure the survival of the U.S. Constitution and American Government by enabling them to continue to provide essential functions and services during and following a disaster or emergency. Executive Order 12656 assigns national security management preparedness responsibilities to Federal departments and agencies.

Presidential Decision Directive 63. PDD-63 is a national-level effort to ensure the security of the increasingly vulnerable and interconnected infrastructure of the United States. It requires departments and agencies to develop a plan for protecting critical infrastructures, including telecommunications, banking and finance, energy, transportation, and other essential functions and services. The directive addresses those services provided by Federal, State, and local governments.

Presidential Decision Directive 67. PDD-67 directs the Federal executive branch departments and agencies to have a viable COOP Plan and capability. Departments and agencies must be able to operate at their alternative facilities with or without warning no longer than 12 hours after the disaster and to maintain sustained operations for a minimum period of up to 30-days. The plans identify those requirements necessary to support the primary functions, such as emergency communications, establishing a chain of command, and delegations of authority.

Executive Order 13228—Establishing the Office of Homeland Security and the Homeland Security Council. EO 13228 establishes the Office of Homeland Security in response to the terrorist attacks on September 11, 2001. Responsibilities of the office include developing and coordinating the implementation of a comprehensive national strategy to secure the United States from terrorist threats or attacks. The office shall coordinate the executive

branch's efforts to detect, prepare for, prevent, protect against, respond to, and recover from terrorist attacks within the United States.

Executive Order 13231—Critical Infrastructure Protection in the Information Age. EO 13231 establishes a protection program that consists of continual efforts to secure information systems for critical infrastructure that includes emergency preparedness communications. To achieve this policy, there will be a senior executive branch committee to coordinate that will have cognizance over all Federal efforts and programs involving continuity of operations, continuity of government, and Federal department and agency information systems protection.

Robert T. Stafford Disaster Relief and Emergency Assistance Act, Amended (U.S. Code Title 42 Section 5121). This act provides for an orderly and continual means of assistance by the Federal Government to State and local governments for carrying out their responsibilities to alleviate the suffering and damage that result from disasters. 42 USC 5121 encourages the development of comprehensive disaster preparedness and assistance plans, programs, capabilities, and organizations by the States and local governments.

U.S. National Archives & Records Administration (NARA) Code of Federal Regulations. The NARA Code of Federal Regulations (CFR), Subchapter B, Records Management, provides guidance and prescribes policies for records management programs relating to record creation and maintenance, adequate documentation, and proper record disposition.

Homeland Security Presidential Directive–1. The Homeland Security Council (HSC) shall ensure coordination of all homeland security-related activities among executive departments and agencies and promote the effective development and implementation of all homeland security policies. The HSC Principals Committee (HSC/PC) shall be the senior interagency forum under the HSC for homeland security issues. The HSC Deputies Committee (HSC/DC) shall serve as the senior sub-Cabinet interagency forum for consideration of policy issues affecting homeland security. HSC Policy Coordination Committees (HSC/PCC) shall coordinate the development and implementation of homeland security policies by multiple departments and agencies throughout the Federal Government and shall coordinate those policies with State and local government.

Homeland Security Presidential Directive–3. The Homeland Security Advisory System provides warnings in the form of a set of graduated “Threat Conditions” that would increase as the risk of the threat increases. At each threat condition, Federal departments and agencies implement a corresponding set of “Protective Measures” to further reduce vulnerability or increase response capability during a period of heightened alert. This system is intended to create a common vocabulary, context, and structure for an ongoing national discussion about the nature of the threats that confront the homeland and the appropriate measures that should be taken in response. It seeks to inform and facilitate decisions appropriate to different levels of government and to private citizens at home and at work.

FEMA Federal Preparedness Circular (FPC) No. 65—Federal Executive Branch Continuity of Operations (COOP). FPC 65 provides guidance to Federal executive branch departments

and agencies for developing viable and executable contingency plans for continuity of operations. COOP planning facilitates the performance of department/agency essential functions during any emergency or situation that may disrupt normal operations. FPC 65 requires that each agency appoint a senior Federal Government executive as an emergency coordinator to serve as program manager and agency point of contact for coordinating agency COOP activities. This ensures continuous performance of an agency's essential functions during an emergency and protects essential facilities, equipment, records, and other assets. The actions recommended in FPC 65 will reduce disruptions to operations and loss of life and minimize damage and losses. It achieves a timely and orderly recovery from an emergency and resumption of full service to customers.

Federal Preparedness Circular No. 66—Test, Training and Exercise (TT&E) Program for Continuity of Operations (COOP). FPC 66 provides guidance to Federal executive branch departments and agencies for use in developing viable and executable TT&E programs to support the implementation and validation of COOP plans. These activities are important elements of a comprehensive emergency preparedness program necessary to improve the ability of agencies to effectively manage and execute their COOP plans.

Federal Preparedness Circular No. 67—Acquisition of Alternate Facilities for Continuity of Operations (COOP). FPC 67 provides guidance to Federal executive branch departments and agencies for acquiring alternative facilities to support their COOP. FPC 67 requires agencies to designate alternative operating facilities as part of their COOP plans and prepare their personnel for the possibility of sudden relocation of essential functions or COOP contingency staff to these facilities should an emergency necessitate that action.

State Guidance

- North Carolina (N.C.) General Statutes 58-9; 118-38; 143-166.1, 143-507 through 517, 153-A and 160-A
- N.C. General Statutes 166A
- N.C. Executive Order 72.
- N.C. General Statutes 115C-242 (6)
- N.C. General Statutes Article 36A of Chapter 14
- State of North Carolina Executive Order 43, North Carolina Emergency Response Commission (NCERC), April 7, 1987
- North Carolina General Statute, Chapter 95, Article 8, The Hazardous Chemical Right-To-Know Act
- North Carolina Hazardous Materials Right-To-Know Law

Annex B: Alternate Location/Facility Information

Sampson Area Transportation has designated one primary Emergency Relocation Site (ERS) to support the Emergency Relocation Group (ERG) following an event that disables the infrastructure supporting Community activities that occur at 311 County Complex Rd Clinton N.C. The ERS should be used when SAT's office building is closed for normal business activities. The relocation site has adequate space, the necessary equipment, and the connectivity to support relocating each ERG responsible for performing essential functions.

Emergency Relocation Site Information	
Address	Sampson County Emergency Management 107 Underwood St Clinton NC
Phone Number	910-592-8996
Relocation Site Official	Emergency Management Director
Directions	
Map	

Annex C: Plan Activation and Notification

Emergency Level	Type of Events	COOP Plan Activation Authority	Notification Method
(Local Emergency)	(Fire, attack on your headquarters', etc.)	Rosemarie Oates Mobley, Director	Advise to leave premises and meet at designated location outside the building
		Leave immediately or when notified in advance	
(Regional or National Emergency)			
(National Security Emergency)			

Internal Contact List

- Jeff Sawvel, Transportation Supervisor – (910) 260-2006
- Rosemarie Oates Mobley, Director – (910) 289-1793

External Contact List

- Susan Holder, Assistant County Manager – (910) 592-6308 Ext 2222
- Ed Causey, County Manager – (910) 592-6308 Ext 2270

Annex D: Definitions and Acronyms

The following terms or phrases are found in this document.

Advance Team. ERG personnel who immediately deploy to the Emergency Relocation Site (ERS) upon receiving a COOP warning or activation, to initiate actions at the ERS in preparation for the arrival of the main body of Emergency Personnel. Advance Team plus Emergency Personnel constitute an ERG.

Business Continuity Plan (BCP). The BCP provides procedures for sustaining an organization’s business functions during and after a disruption. An example of a business function may be an organization’s payroll process or consumer information process. A BCP may be written for a specific business process or may address all key business processes.

Business Recovery Plan (BRP). The BRP addresses the restoration of business processes after an emergency, but unlike the BCP, lacks procedures to ensure continuity of critical processes throughout an emergency or disruption.

Continuity of Operations (COOP) Plan. An action plan that provides for the immediate continuity of essential functions of an organization at an alternative facility for up to 30-days in the event an emergency prevents occupancy of its primary facility.

Disaster Recovery Plan (DRP). The DRP applies to major, usually catastrophic, events that deny access to the normal facility for an extended period. Frequently, DRP refers to an IT-focused plan designed to restore operability of the target system, application, or computer facility at a relocation site after an emergency.

Emergency Personnel. The key principals and staff members of the ERG, responsible for the execution of essential functions. Advance Team plus Emergency Personnel constitute an ERG.

Emergency Relocation Group (ERG). Predesignated principals and staff who move to a relocation site to continue essential functions in the event that locations are threatened or incapacitated. The ERG comprises Advance Team plus Emergency Personnel.

Emergency Relocation Site (ERS). A remote alternative facility to which the ERG moves to continue essential functions in the event that traditional work sites are incapacitated.

Essential functions. Essential functions are those functions, stated or implied, that are required to be performed by statute or Executive order, or other functions deemed essential by the heads of principal organizational elements (i.e., administrators, office directors, and division directors).

Occupant Emergency Plan (OEP). The OEP provides the response procedures for occupants of a facility in the event a situation poses a threat to the health and safety of personnel, the environment, or property. Such events include a fire, hurricane, criminal attack, or a medical emergency.

Point of Contact (POC). The designated focal point for actions involving a specific plan, as in “COOP POC.”

Relocation Site (RS) Support Official. Serves as the COOP point of contact at each ERS. Responsible for the readiness and operational condition of the ERS, as appropriate,

including telecommunications, infrastructure, and equipment; and support the billeting and meal needs of the ERG.

Senior COOP Official. Serves as the COOP point of contact. Responsible for coordinating implementation of the COOP Plan; initiating appropriate notifications inside and outside the Agency during COOP Plan implementation; being the point of contact for all COOP training, testing, and exercising; assisting ERG efforts at the ERS; and initiating recovery of the Agency as part of reconstitution.

SIGNATURE AND CERTIFICATION PAGE

This SSP (System Safety Plan) was adopted by the Sampson County Board of Commissioners on the

_____ day of _____, _____.

Chairperson,
Sampson County Board of Commissioner’s

NORTH CAROLINA'S
SAMPSON COUNTY
OFFICE *of the* COUNTY ATTORNEY

MEMORANDUM

TO: Susan J. Holder
FROM: Joel Starling
DATE: August 25, 2021
RE: Clinton-Sampson Airport FBO Apron Rehabilitation Project

At its July 12, 2021 regular meeting, the Board of Commissioners voted to award the Clinton-Sampson Airport (CTZ) FBO Apron Rehabilitation Project to Highland Paving Company, LLC. The Clinton City Council also voted to award the bid to Highland and approve execution of the contract documents on July 13, 2021. The project will involve pavement removal, grading, paving, aggregate base course placement, marking, seeding, and mulching and is eligible for 100% state funding with no local match requirement.

The project will also result in \$66,310.00 in engineering fees to cover construction administration, grant administration, inspection services, and quality assurance materials testing. (These fees are also eligible for 100% state funding.) To that end, AVCON Engineers & Planners, Inc., which serves as the Airport Engineer for CTZ, has requested that the County and City execute the attached contract amendment.

Staff recommend that the Board approve the attached contract documents and authorize the Chairman to execute the same. The City Council is scheduled to consider approval of the contract documents at its September 7, 2021 meeting.

Materials:

1. Contract Documents.

CONTRACT AMENDMENT NO. 1
(Task Order No. 2019-01)
(GRANT # 36244.19.9.1)

Contract Amendment No. 1 to a specific agreement 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, and Task Order 2019.01 Dated September 1, 2020.

Project: FBO Apron Rehabilitation Project; Task order 2019-01 Design, Bidding, and Subconsultant Services Dated September 1, 2020 and Contract Amendment No. 1. This contract amendment is for Construction Administration, Part-Time Inspection, and Quality Assurance Testing Phase Services

Scope of Services: Construction Phase Services – CONSULTANT will provide Construction Phase Services throughout the duration of the project including preconstruction conference and punch list completion. Those services will include Construction Administration, Grant Administration, Part Time Inspection, and QA Testing Services. Additional information on the services is covered below:

Construction Administration: Conduct (1) preconstruction conference (coordination of schedule with CLIENT and DoA to be done 2 weeks in advance), ensure subcontractors are prequalified prior to beginning work, pre-paving conference, weekly meetings, project submittal review, coordinate with Sampson County Public Works on project concerns and questions, process pay requests, weekly site visits, general project administration, process change orders (any change orders will be provided to DoA for review and approval prior to execution), grant administration and support, conduct final inspection, and project closeout. Conduct a one-year warranty inspection with the contractor and provide the results to the CLIENT and the DoA.

Grant Administration 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 cashflow, progress reports, requests for interim payments and other related documents, submissions required in accordance with current CLIENT rules and procedures for compliance with grant requirements.

Part Time Inspection: CONSULTANT to provide a part-time representative at the site during the construction phase.

QA Testing: CONSULTANT will subcontract with a geotechnical and materials testing firm (Terracon) to provide quality assurance testing services for the construction. The scope of services is included in this task order.

Deliverables: Consultant will provide “record” drawings of the project to the sponsor and NCDOA. Information gathered by CONSULTANT and provided by the Contractor will be used for this task. Consultant will provide final engineers/construction report for the project. The report will be signed by a licensed North Carolina Professional Engineer. All applicable deliverables as required by AV-202, 3E, Section 9-11be submitted as required.

Schedule: Construction is anticipated to begin in mid-August 2021 and is expected to last approximately 35 days consecutive calendar days with approximately 2 weeks for punch list completion.

Fees: This Contract Amendment No. 1 for the FBO Apron Rehabilitation Project Construction Phase Services as described and presented above, shall be for a Lump Sum (LS) fee of \$25,001.00 for Construction Administration Phase Services, a Lump Sum (LS) fee of \$5,040.00 for Grant Administration Services, Not to Exceed (NTE) fee of \$24,317.00 for Part-Time Inspection Services, and Not to Exceed (NTE) fee of \$11,952.40 for Quality Assurance Materials Testing. A summary of the additional project costs is attached.

Executed this _____ day of _____, 2021

CLIENT

CITY OF CLINTON

By: _____

Title: _____

Date: _____

CONSULTANT

AVCON, INC.

By: _____

Sandeep Singh, P.E.; President

Date: _____

SAMPSON COUNTY

By: _____

Title: _____

Date: _____



SUMMARY OF ADDITIONAL FEES FOR CONTRACT AMENDMENT #1			
FIRM	TASKS AND ADDITIONAL EFFORTS	FEES	NCDOA Code
AVCON	Construction Administration Phase Services	\$25,001.00 LS	A104
AVCON	Grant Administration Services	\$5,040.00 LS	A104
AVCON	Part-Time Inspection Services	\$24,317.00 NTE	A105
TERRACON	Quality Assurance Materials Testing Services	\$11,952.40 NTE	A105
TOTAL		\$66,310.40	

PROGRAM BUDGET
 For
 FBO APRON REHABILITATION PROJECT
 AT
 CLINTON SAMPSON COUNTY AIRPORT
 CLINTON, NORTH CAROLINA

DATE: August 6, 2021

AVCON #2019.0290.01

		FBO Apron Rehabilitation Grant #36244.19.9.1
(A101) ADMINISTRATIVE EXPENSES		
Administrative		\$500.00
SUBTOTAL		\$500.00
(A104) ENGINEERING SERVICES BASIC FEES		
Construction Administration		\$30,041.00
SUBTOTAL		\$30,041.00
(A105) PROJECT INSPECTION, QUALITY ASSURANCE, TESTING, OTHER		
QA Testing		\$11,952.40
Resident Project Representative (Part Time)		\$24,317.00
SUBTOTAL		\$36,269.40
(A106) CONSTRUCTION AND PROJECT IMPROVEMENT COST		
Construction Contract (as bid)		\$421,210.00
SUBTOTAL		\$421,210.00
GRAND TOTAL		\$488,020.40
		Funding:
		State Grant \$526,000.00
		Local Match \$0.00
Remaining Funding:		\$37,979.60

Professional Fee Summary
CONSTRUCTION PHASE SERVICES
For
FBO APRON REHABILITATION PROJECT
AT
CLINTON SAMPSON COUNTY AIRPORT
CLINTON, NORTH CAROLINA

AVCON #2019.0290.01

DATE: August 6, 2021

ITEM DESCRIPTION

Fees

Method

CONSTRUCTION PHASE SERVICES

A104 Construction Administration (C.A.)

AVCON, Inc.

Construction Administration (C.A.)

USE \$25,001.00

LS

A104 Grant Administration

AVCON, Inc.

Grant Administration

USE \$5,040.00

LS

A105 Part-Time, Support On-Site Inspection and RPR

AVCON, Inc.

Inspection & RPR Costs

USE \$24,317.00

NTE

A105 CQA Material Testing During Construction (subconsultant)

TERRACON

FBO Apron Rehabilitaton

USE \$11,952.40

NTE

Total Construction Phase Services \$66,310.40

C.A. Direct Costs - Reproductions		No. of Dwgs.	No. of Dwgs.	No. of Pages	No. of Pages	Covers	Bindings	No. of Sets	Total Cost
FBO APRON REHABILITATION PROJECT		22 x 34	Color 22 x 34	8.5 x 11	11 x 17				
Unit Price	\$2.82	\$8.51	\$0.09	\$0.15	\$0.50	\$0.50			
FBO APRON REHABILITATION PROJECT									
Released for Construction Plans (7 sets x 19 pages)					19		7	7	\$23.45
CLINTON SAMPSON COUNTY AIRPORT CLINTON, NORTH CAROLINA Project Manual Prints (7 Sets x 300 pages)			300			7	7	7	\$196.00
Record Plans and Final ER Report (2 sets)			300	19		2	2	2	\$61.70
ALP Update (3 sets x 1 pages)		1						3	\$25.53
Total Direct Costs - Reproductions									\$306.68

	RPR	AVCON	CTZ	Contractor	Total
Full					0
Half	1	2	2	2	7
Specs	1	2	2	2	7



**SPECIAL INSPECTIONS / MATERIALS TESTING SERVICES
UNIT RATE FEE SCHEDULE
RALEIGH, N.C.**

PERSONNEL/FIELD SERVICES

1.	Field Technician, per hour*	\$60.00
2.	Senior Field Technician, per hour*	\$68.00
3.	Asphalt Inspector, per hour*	\$78.00
4.	Special Inspector, per hour*	\$95.00
5.	Skidmore Machine, per day	\$300.00
6.	Certified Welding Inspector (CWI), per hour*	\$125.00
7.	Ultrasonic Testing (ASNT level 2), per hour*	\$150.00
8.	Ultrasonic Testing, equipment per day	\$115.00
9.	Penetrant Testing Consumables (PT), per day**	\$200.00
10.	Magnetic Particle Consumables (MT), per day**	\$125.00
11.	Ultrasonic Testing Consumables (UT), (Couplant)**	\$100.00
12.	Borescope, equipment per day	\$250.00
13.	Borescope, equipment per month (long term work)	\$2,500.00
14.	Coring Crew, per hour (Includes equipment)	\$175.00
15.	Nuclear Density Gauge, per day	\$35.00
16.	Floor Flatness Inspector, (On site time only), per hour *	\$78.00
17.	Floor Flatness and Levelness testing, equipment per day	\$250.00
18.	Field Engineer, per hour	\$125.00
19.	Project Manager, per hour	\$155.00
20.	Senior Project Manager, per hour	\$165.00
21.	Senior Engineer/APR/Principal, per hour	\$185.00
22.	Clerical, per hour	\$58.00
23.	Direct Expenses	115%
24.	Per Diem, per day	\$140.00
25.	Mileage (vehicle/mileage only), per mile	\$0.58

LABORATORY SERVICES

1.	Percent Fines (Wash 200 sieve), each	\$75.00
2.	Sieve Analysis, each	\$100.00
3.	Particle Size Analysis (With Hydrometer), each	\$150.00
4.	Natural Moisture Content Test, each	\$10.00
5.	Atterberg Limits Test, each	\$95.00
6.	Standard Proctor Compaction Test, each	\$185.00
7.	Standard Proctor Compaction Test (with Rock Correction), each	\$195.00
8.	Modified Proctor Compaction Test, each	\$185.00
9.	Modified Proctor Compaction Test (with Rock Correction), each	\$200.00
10.	CBR Testing, per point	\$200.00
11.	Fireproof density testing, per sample	\$50.00
12.	Concrete Compressive Strength Testing of 4 x 8 or 6 x 12 inch Cylinders, each	\$18.00
13.	Concrete Compressive Strength Testing of Contractor made 4 x 8 or 6 x 12 inch Cylinders, each	\$22.00
14.	Concrete Flexural Strength Testing of 6 x 6 x18 inch Beams, each	\$65.00
15.	Concrete Compressive Strength Testing of Cores, each	\$55.00
16.	Masonry Mortar Compressive Strength Testing of 2" x 2" Cubes, each	\$15.00
17.	Masonry Compressive Strength Testing of Grout Prisms, each	\$50.00
18.	Masonry Block Absorption and Compressive Strength, per set of 6	\$350.00
19.	Masonry Block Prism Compressive Strength, each	\$150.00
20.	Asphalt Core Specific Gravity (thickness and density) Testing, each	\$50.00
21.	Asphalt Maximum Theoretical Specific Gravity (Rice) Testing, each	\$250.00
22.	Asphalt Content (Burn) and Aggregate Gradation, each	\$250.00

* A minimum of 2 hours will be charged for all field technician time. All time billed portal to portal. Increase hourly rate by 1.5 for services provided on Saturday, Sunday, Holidays, in excess of 8 hours per day and/or Monday through Friday before 7:00A.M. or after 6:00 P.M. Quoted rates will be effective throughout the duration of the project.

** (PT) consumables, per day/ field kit includes an 8 can kit. (MT) consumables, per day cost is limited to 10lbs. Ultrasonic Couplant (UT), per day cost is limited to 1 gallon/ 3.8 liter cubitainer. Additional quantities over these aforementioned values will require a separate quote.

**COST ESTIMATE
MATERIALS TESTING SERVICES
FBO APRON REHAB - CLINTON-SAMPSON CO. AIRPORT
CLINTON, NORTH CAROLINA
TERRACON PROPOSAL: P70211127**

Type of Services/Testing	Trips/ Samples	Hrs/Mile	Unit Rate	Units	Cost
Task 1 - P-152 Earthwork Observations/Testing					
Field Technician - est. 2 trips	2	10	\$60.00	hour	\$1,200.00
Standard Proctor, each	1	X	\$185.00	each	\$185.00
Percent Fines (Wash 200 sieve), each	1	X	\$75.00	each	\$75.00
Atterberg Limits Test, each	1	X	\$95.00	each	\$95.00
Nuclear Density Gauge	2	X	\$35.00	day	\$70.00
Mileage/Trip	2	135	\$0.58	mile	\$156.60
				Subtotal:	\$1,781.60
Task 2 - P-209 CBAC Stone Testing					
Field Technician - est. 2 trips	2	10	\$60.00	hour	\$1,200.00
Nuclear Density Gauge	2	X	\$35.00	day	\$70.00
Mileage/Trip	2	135	\$0.58	mile	\$156.60
				Subtotal:	\$1,426.60
Task 3 - P-401 Asphalt Paving Testing					
Asphalt Inspector	4	14	\$78.00	hour	\$4,368.00
Mileage/Trip	4	135	\$0.58	mile	\$313.20
				Subtotal:	\$4,681.20
Task 4 - Project Management/Engineering Review					
Clerical	6	X	\$58.00	hour	\$348.00
Project Manager (reports and review)	18	X	\$155.00	hour	\$2,790.00
APR / Principal (reports and review)	5	X	\$185.00	hour	\$925.00
				Subtotal:	\$4,063.00
Total Estimated Cost:					\$11,952.40


SAMPSON COUNTY
DEPARTMENT OF SOCIAL SERVICES
CLINTON, NORTH CAROLINA 28328

Post Office Box 1105
360 COUNTY COMPLEX ROAD
Suite 100

Director
Sarah W. Bradshaw

TELE: (910) 592-7131
FAX: (910) 592-3763

MEMO

To: Mr. Clark Wooten, Chair
Sampson County Board of County Commissioners

Mr. Ed Causey
Sampson County Manager

From: Sarah Bradshaw 

Date: August 30, 2021

RE: Contracts for BOC Agenda

We are routing our annual contracts for your consideration. All involve our regular vendors and have been updated to reflect any changes needed based on the adopted budget for 2021-2022. We were notified last week that one vendor (Sampson Home Health/SRMC) cannot continue their In-Home Services beyond September 27, 2021. We will work on identifying another vendor for those services for the remainder of the year and will route a contract for consideration.

Thanks in advance.

**Contract # 1 Fiscal Year Begins July 1, 2021 Ends June 30, 2022
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, 2021 and shall terminate on June 30, 2022. 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 \$555,112.00 for the fiscal year. This amount consists of \$555,112.00 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-Mobley	Name & Title	Rosemarie Oates-Mobley
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:

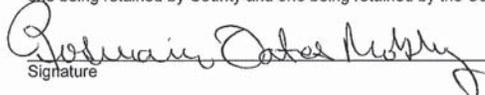
Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment,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

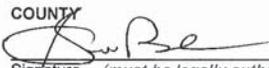
14. Specific Language Not Previously Addressed:

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 _____ Date 8/17/2021
 Rosemarie Oates-Mobley _____ Transportation Director
 Printed Name _____ Title

COUNTY

 Signature _____ Date 8-10-2021
 Sarah W. Bradshaw _____ DSS Director
 Printed Name _____ Title

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

in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

**ATTACHMENT B
SCOPE OF WORK**

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.

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.

Contract #1

Federal Tax Id. 56-6000338

A. CONTRACTOR INFORMATION

- Contractor Agency Name: Sampson Area Transportation
- If different from Contract Administrator Information in General Contract:
Address SAME
- Name of Program (s): Medicaid Transportation
- Status: Public Private, Not for Profit Private, For Profit
- 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:

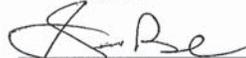
Estimated: 183,400 reimbursable miles @ \$2.68, not to exceed \$491,512.00 for this contract period.
20,000 reimbursable miles @ \$3.18, not to exceed \$63,600.00 for this contract period.

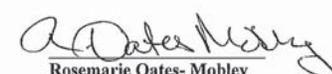
E. Details of Billing process and Time Frames:

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
8-16-2021
Date


Rosemarie Oates-Mobley
8/17/2021
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).

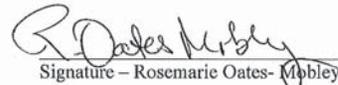
- II. The site(s) for the performance of work done in connection with the specific agreement are listed below:
Sampson County, Chapel Hill, Dunn, Durham, Fayetteville, Goldsboro, Raleigh, Wilmington and other service areas in North Carolina as deemed necessary.

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-Mobley

Transportation Director
Title

Sampson Area Transportation
Agency/Organization

8/17/2024
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-Mobley
Rosemarie Oates-Mobley
8/17/2021
Date

NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of Sampson

I, Wendy A. Foltz, Notary Public for said County and State, certify that Rosemarie Oates-Mobley 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, 2021.

Sworn to and subscribed before me this 17th day of August, 2021



Wendy A. Foltz
Notary Public Signature

My Commission expires 7-27, 2025

Attachment G

ATTACHMENT F

Certification Regarding Lobbying

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Sampson County Department of Social Services

Certification for Contracts, Grants, Loans and Cooperative Agreements

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-Mobley Transportation Director
Title

Sampson Area Transportation _____
Agency/Organization Date 8/14/2021

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 publicly 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-Mobley
 Sampson Area Transportation
 Agency/Organization

 Title
 Transportation Director
 Date 8/17/2009

ATTACHMENT H

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

Sampson County Department of Social Services

Instructions for Certification

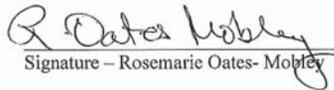
1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined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

	<u>Transportation Director</u>
Signature – Rosemarie Oates- Mobley	Title
<u>Sampson Area Transportation</u>	<u>8/17/2021</u>
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, 2021, 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: R. Oates-Mobley
 Rosemarie Oates-Mobley
 Sampson Area Transportation

Date: 8/17/2021

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)*.

R. Oates-Mobley
 Signature - Rosemarie Oates-Mobley

Sampson Area Transportation
 Agency/Organization

Transportation Director
 Title

8/17/2021
 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 R. Oates Mobley Date 8/1/2016

Printed Name Rosemarie Oates-Mobley Title Transportation Director

Witness: Signature Jamie M. Butler Date 8/1/2016

Printed Name Jamie M. Butler Title County Social Services Business Officer I

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, 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-Mobley
Sampson Area Transportation
Agency/Organization

Transportation Director
Title
8/17/2021
Date

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

CONTRACT PROVIDER NAME: Sampson Area Transportation
CONTRACT NUMBER: 1
CONTRACT PERIOD: July 1, 2021 to June 30, 2022
PROVIDER'S FISCAL YEAR: July - June

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

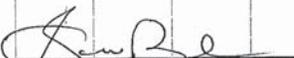
Instructions: Enter 5 points for each factor in either the yes or no column. Once the entire list has been completed tally the points in each column. The column with the most points should be a good indicator of the designation of the organization—either Financial Assistance (Grant) or Vendor (Purchase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

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

8-10-2021
DATE


Signature of Authorized Administrative Individual

Aug 10, 2021
DATE

**Contract #2 Fiscal Year Begins July 1, 2021 Ends June 30, 2022
Attorney – Legal Services**

This contract is hereby entered into by and between the Sampson County Department of Social Services (the "County") and Warrick, Bradshaw & Lockamy, P.A. (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or is 56-1134481 and DUNS Number 849719844 (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, 2021 and shall terminate on June 30, 2022. 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 \$327,200 for the fiscal year. This amount consists of \$46,860.00 in Federal funds, and \$24,140.00 in County funds for Child Support Services and \$165,750 in Federal Funds, \$12,750 in State Funds, and 76,500 in County funds for Adult and Child Services. Also paid \$100.00 per month for the supervision of paralegal(s) totaling \$1,200.00 annually.

- 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	Frank L. Bradshaw, President	Name & Title	Frank L. Bradshaw, President
Company Name	Warrick, Bradshaw & Lockamy, PA	Company Name	Warrick, Bradshaw & Lockamy, PA
Mailing Address	PO Box 1216	Mailing Address	609 College Street
City State Zip	Clinton, NC 28329	City State Zip	Clinton, NC 28328
Telephone	910-590-2900		
Fax	910-590-2555		
Email			

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.

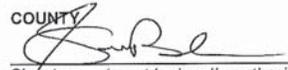
13. Federal Certifications:

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.

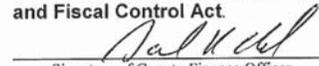
The Contractor and the County have executed this contract in triplicate originals, with one original being retained by Contractor one being retained by County and one being retained by the County Finance Officer.


 Signature _____ Date 8/11/2021
 Frank L. Bradshaw _____ President
 Printed Name _____ Title

COUNTY

 Signature (must be legally authorized to sign contracts for DSS) _____ Date 8-11-2021
 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 8/18/2021
 David K. Clack

**Attachment A
General Terms and Conditions**

Relationships of the Parties

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

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

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

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

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

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

Indemnity and Insurance

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

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

- (a) **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
- (b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) **Automobile Liability Insurance:** The Contractor shall provide automobile liability insurance with a combined single limit of \$500,000.00 for bodily injury and property damage; a limit of \$500,000.00 for uninsured/under insured motorist coverage; and a limit of \$2,000.00 for medical payment coverage. The Contractor shall provide this insurance for all automobiles that are:

- (a) owned by the Contractor and used in the performance of this contract;
- (b) hired by the Contractor and used in the performance of this contract; and
- (c) Owned by Contractor's employees and used in performance of this contract ("non-owned vehicle insurance"). Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner's liability insurance.

Contract #2
Warrick & Bradshaw

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

Contract #2
Warrick & Bradshaw

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. 56-1134481

Contract #2

A. CONTRACTOR INFORMATION

- Contractor Agency Name: Warrick, Bradshaw & Lockamy, P.A.
- If different from Contract Administrator Information in General Contract: Address SAME
- Name of Program (s): Attorney for Foster Care, Children's & Adult Services and Child Support Enforcement and Establishment
- Status: Public Private, Not for Profit Private, For Profit
- Contractor's Financial Reporting Year January 1 through December 31

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

- Foster Care Services for Children - (SIS Code 100) - Attorney services to facilitate permanency planning for a child in the custody of the agency.
- Protective Services for Children - (SIS Code 210) - Attorney services to represent the agency where court action is necessary to protect children as part of protective services - (Family Services manual, Volume I, Chapter VIII).
- Protective Services for Adults - (SIS Code 200) - Attorney services to represent the agency where court action is necessary to protect adults as part of protective services - (Family Services manual, Volume IV, Chapter XVI).
- Paralegal Supervision - (App Code 359) - Monthly supervision of the agency paralegal.
- PRIMARY LEGAL SERVICES CASES FOR: Child Support Establishment and Enforcement - (App Code 361) - Attorney services for the representation of the Child Support Enforcement Unit under the Department of Social Services for any and all required representation.

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

Negotiated County Rate:

- Legal Attorney Services - \$150. per hour for Children and Adult Protective Services, Foster Care Services and \$100. per hour for Child Support Establishment and Enforcement services. (Rate must be inclusive of the attorney's time as well as any adjunctive expenses routinely incurred by the attorney in the public practice of law. Such adjunctive expenses might include photocopying, postage, telephone bills, legal secretary expenses, and so on.)
- Paralegal Supervision - \$100. per month for supervision of the agency paralegal(s).
- Administrative Attorney Services - A rate of up to \$55. per hour for these services, not to exceed \$440. per day. Specifically, this category would include attendance at professional meetings, seminars, and the like. Travel and subsistence payments are allowable in addition to the hourly rate up to a maximum of the same rates that are applicable to the county DSS employees. However, an attorney may not be paid an hourly rate for time spent traveling.

D. Number of units to be provided:

- 1,700 Hours of legal services for Foster Care, Child Protective, and Adult Protective Services @ \$150 per hour = \$255,000
- 710 Hours of legal services for PRIMARY Child Support Establishment and Enforcement @ \$100 per hour = \$71,000
- 12 Months of Supervision of the Agency Paralegal @ \$100. per month = \$1,200.00.

E. Details of Billing process and Time Frames;

The law firm will submit detailed billing to the Sampson County Department of Social Services monthly for services provided based on rates in section C above.

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

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



Frank L. Bradshaw

8/11/21

Date



Sarah W. Bradshaw

8-11-2021

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 – Frank L. Bradshaw President
 Title
 Warrick, Bradshaw & Lockamy, P.A. 8/1/21
 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:

Warrick, Bradshaw & Lockamy, P.A.

Name of Organization

Signature - Frank L. Bradshaw

Date

NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of Sampson

I, Gabrielle E. Johnson, Notary Public for said County and State, certify that Frank L. Bradshaw personally appeared before me this day and acknowledged that he/she is President of Warrick, Bradshaw & Lockamy, P.A. 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, 2021.

Sworn to and subscribed before me this 11th day of August, 2021.



Gabrielle E. Johnson
Notary Public Signature

My Commission expires March 30, 2026

**ATTACHMENT E
NO OVERDUE TAX DEBTS**

WARRICK, BRADSHAW & LOCKAMY, P.A.
P O Box 1216
Clinton, NC 28329
(910) 590-2900

July 1, 2021

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

Certification:

I certify that Warrick, Bradshaw & Lockamy, P.A. 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:

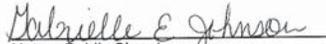
Frank L. Bradshaw being duly sworn, say that I am the President of Warrick, Bradshaw & Lockamy, P.A. of Clinton in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of my knowledge and was made and subscribed by me. I also acknowledge and understand that any misuse of Federal/State funds will be reported to the appropriate authorities for further action.



Frank L. Bradshaw

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





Notary Public Signature

My Commission expires March 30, 2026

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 - Frank L. Bradshaw President
Title

Warrick, Bradshaw & Lockamy, P.A.
Agency/Organization 8/11/21
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 – Frank L. Bradshaw
 Warrick, Bradshaw & Lockamy, P.A.
 Agency/Organization

President J
 Title
 8/11/21
 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.

	_____ President
Signature – Frank L. Bradshaw	Title
Warrick, Bradshaw & Lockamy, P.A.	8/11/21
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, 2021, by and between Sampson County Department of Social Services ("Covered Entity") and Warrick, Bradshaw & Lockamy, P.A. ("Business Associate") (collectively the "Parties").

1. BACKGROUND

- a. Covered Entity and Business Associate are parties to a contract entitled Attorney – Legal 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: _____

Frank L. Bradshaw
Warrick, Bradshaw & Lockamy, P.A.

Date: _____

8/11/21

Attachment M

State Certification

Contractor Certifications Required by North Carolina Law

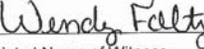
Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- 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: Warrick, Bradshaw & Lockamy, P.A.

Signature of Contractor's Authorized Agent		Date	8/11/21
Printed Name of Contractor's Authorized Agent	Frank L. Bradshaw	Title	President
Signature of Witness		Title	Paralegal I
Printed Name of Witness	Wendy Foltz	Date	8-11-2021

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 – Frank L. Bradshaw
Warrick, Bradshaw & Lockamy, P.A.
Agency/Organization

President
Title
8/11/21
Date

CONTRACT PROVIDER NAME: Warrick, Bradshaw, and Lockamy PA
CONTRACT NUMBER: 02
CONTRACT PERIOD: July 1, 2021 - June 30, 2022
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	5 points
	Financial Assistance YES	Purchase of Service NO
Does the provider determine eligibility?		5
Does the provider provide administrative functions such as Develop program standards procedures and rules?		5
Does the provider provide administrative functions such as Program Planning?		5
Does the provider provide administrative functions such as Monitoring?		5
Does the provider provide administrative functions such as Program Evaluation?		5
Does the provider provide administrative functions such as Program Compliance?		5
Is provider performance measured against whether specific objectives are met?		5
Does the provider have responsibility for programmatic decision making?		5
Is the provider objective to carry out a public purpose to support an overall program objective?		5
Does the provider have to submit a cost report to satisfy a cost reimbursement arrangement?		5
Does the provider have any obligation to the funding authority other than the delivery of the specified goods/services?		5
Does the provider operate in a noncompetitive environment?		5
Does the provider provide these or similar goods and/or services only to the funding agency?		5
Does the provider provide these or similar goods and/or services outside normal business operations?		5
TOTAL	0	70

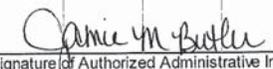
Note: The authorized individual(s) must place an X in one of the boxes below to indicate the type of contractual arrangement for this contract, then sign and date where indicated.

FINANCIAL ASSISTANCE

PURCHASE SERVICE


Signature of County Authorized Person

8-11-2021
DATE


Signature of Authorized Administrative Individual

August 11, 2021
DATE

**Contract # 4 Fiscal Year Begins July 1, 2021 Ends June 30, 2022
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 186880379 (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, 2021 and shall terminate on June 30, 2022. 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 \$14,400.00 for fiscal year. This amount consists of \$14,400.00 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:
- 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	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	raello@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.

D. Robert Alello _____ Date 8/20/21

Signature _____

D. Robert Alello _____ President _____

Printed Name _____ Title _____

COUNTY

Sarah W. Bradshaw _____ Date 8-10-2021

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

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/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.

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.

Overnight

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

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.

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

- Contractor Agency Name: Carolina Care & Counseling, Inc.
- Telephone Number: 919-676-1497 Fax Number: 919-676-1430 Email: raielto@carolinacareinc.com
- Name of Program (s): Child Welfare Services and Adult Protective Services
- Status: Public Private, Not for Profit Private, For Profit
- Contractor's Financial Reporting Year: January through December

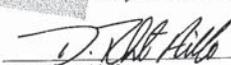
B. Explanation of Services to be provided and to whom (include SIS Service Code):
Psychological Evaluation Services -- (SIS Code 120) -- (1) Perform a psychological evaluation on a Child Protective Services, Adult Protective Services, or Foster Care client that is referred by a Sampson County Department 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.

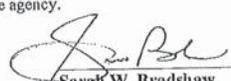
C. Rate per hour of Evaluation Service:
Negotiated County Rate: \$75.00 per hour with a maximum of 18 hours per client (any additional hours deemed necessary must be discussed with and approved by the DSS Director).

D. Number of hours to be provided:
Not to exceed 192 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.

Served/Delivery site(s):
County and other areas as needed or directed by the agency.


D. Robert Aiello
8/20/21
Date


Sarah W. Bradshaw
8/10/2021
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 - D. Robert Aiello Title President

Carolina Care & Counseling, Inc. Date 8/20/21
Agency/Organization

(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.

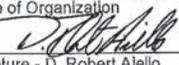
F. Violations of the Conflicts of Interest Policy -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief 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

Signature - D. Robert Aiello

Date

8/21/21

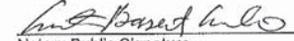
NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina
Wake CBZ
County of Sampson

I, Carlin Bossett Emeido, Notary Public for said County and State, certify that D. Robert Aiello 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, 2021.

Sworn to and subscribed before me this 21st day of August, 2021




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, 2021

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.

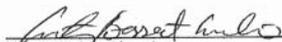
Sworn Statement:

D. Robert Aiello 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 to the appropriate authorities for further action.


D. Robert Aiello

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 8/20/21

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



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

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, 2021, 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.

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: _____


D. Robert Aiello
Carolina Care & Counseling, Inc.

Date: _____

8/20/21

Attachment M

State Certification

Contractor Certifications Required by North Carolina Law

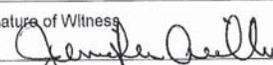
Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- 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/gascrips/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ethicscommission.nc.gov/library/pdf/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
	8/20/21
Printed Name of Contractor's Authorized Agent	Title
D. Robert Aiello	President
Signature of Witness	Title
	Vice President
Printed Name of Witness	Date
Jennifer K. Aiello	8/20/21

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

(ll) 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
President
Title


Agency/Organization
8/10/21
Date

CONTRACT PROVIDER NAME: Carolina Care & Counseling Inc.
CONTRACT NUMBER: 4
CONTRACT PERIOD: July 1, 2021 - June 30, 2022
PROVIDER'S FISCAL YEAR: January 1 - December 31

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

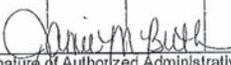
Instructions: Enter 5 points for each factor in either the yes or no column. Once the entire list has been completed tally the points in each column. The column with the most points should be a good indicator of the designation of the organization--either Financial Assistance (Grant) or Vendor (Purchase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

Determination Factors	5 points	5 points
	Financial Assistance YES	Purchase of Service NO
Does the provider determine eligibility?		5
Does the provider provide administrative functions such as Develop program standards procedures and rules?		5
Does the provider provide administrative functions such as Program Planning?		5
Does the provider provide administrative functions such as Monitoring?		5
Does the provider provide administrative functions such as Program Evaluation?		5
Does the provider provide administrative functions such as Program Compliance?		5
Is provider performance measured against whether specific objectives are met?		5
Does the provider have responsibility for programmatic decision making?		5
Is the provider objective to carry out a public purpose to support an overall program objective?		5
Does the provider have to submit a cost report to satisfy a cost reimbursement arrangement?		5
Does the provider have any obligation to the funding authority other than the delivery of the specified goods/services?		5
Does the provider operate in a noncompetitive environment?		5
Does the provider provide these or similar goods and/or services only to the funding agency?		5
Does the provider provide these or similar goods and/or services outside normal business operations?		5
TOTAL	0	70

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

FINANCIAL ASSISTANCE PURCHASE SERVICE


Signature of Authorized Programmatic Individual 8-10-2021
DATE


Signature of Authorized Administrative Individual 8-10-2021
DATE



20 August 2021

Sarah W. Bradshaw - Director
Sampson County Department of Social Services
360 County Complex Road – Suite 100
Clinton, North Carolina 28328

Dear Ms. Bradshaw:

It is my great pleasure to continue our contract for services with the Sampson County Department of Social Services. Enclosed, please find my signed copies of our contract.

It is a real pleasure to be associated you and the Sampson County Department of Social Services. I look forward to our continuing association and to being of service to your staff and clients.

Sincerely,

D. Robert Aiello, Ph.D.
Licensed Health Services Provider – Psychologist
President – Carolina Care & Counseling, Inc.

10/20/21, 10/11/21

Bridging Possibilities.

8520 Six Forks Road, Suite 204 Raleigh, NC 27615
p (919)676-1497 f (919)676-1430 www.carolinacareinc.com

Contract #4
K & A Morrissey Cleaning Service

**Contract # 4 Fiscal Year Begins January 1, 2021 Ends June 30, 2022
Janitorial Services**

This contract is hereby entered into by and between the Sampson County Department of Social Services (the "County") and Kelvin and Amy Morrissey DBA K & A Morrissey Cleaning Services (the "Contractor") (referred to collectively as the "Parties"). The Contractor's social security number is XXX-XX-4620 and DUNS Number NA (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) No Overdue Taxes (Attachment E)
 - (5) State Certification (Attachment M)
 - (6) Certification – Iran Divestment Act (Attachment N)
 - (7) Internal Revenue Service Contract Language (Attachment O)
 - (8) Janitorial Checklist (Attachment P)
 - (9) 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, 2021 and shall terminate on June 30, 2022. 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 \$51000.00.
 - 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 \$25,200.00.

6. **Reversion of Funds: N/A**
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.

Revised 06-07-2015

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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	910-592-3763		
Email	sarah.bradshaw@sampsondss.net		

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Kelvin Morrissey, Owner	Name & Title	Kelvin Morrissey, Owner
Company Name	K & A Morrissey Cleaning Service	Company Name	K & A Morrissey Cleaning Service
Mailing Address	254 Hook Lane	Mailing Address	254 Hook Lane
City State Zip	Clinton, NC 28328	City State Zip	Clinton, NC 28328
Telephone	910-633-5896		
Fax			
Email	kelvinmorrissey@yahoo.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.

Edwin Morrissey 8-18-21
Signature Date

Kelvin Morrissey Owner
Printed Name Title

COUNTY
[Signature] 8-10-2021
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 Officer David Clack 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 #4

Federal Tax Id. XXX-XX-4620

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: K & A Morrissey Cleaning Service
2. If different from Contract Administrator Information in General Contract:
Address SAME
3. Name of Program (s): Janitorial Services
4. Status: Public Private, Not for Profit Private, For Profit
5. Contractor's Financial Reporting Year July 1 through June 30

B. Explanation of Services to be provided: The Contractor shall furnish all labor, equipment and supplies necessary to perform professional janitorial services as outlined below:

DAILY SERVICE:

The following tasks will be performed each day, Monday through Friday, except holidays.

1. Empty all internal and external trash cans. Use plastic liners.
2. Deposit ALL trash and boxes in dumpsters or other designated container.
3. Sweep and wet mop all uncarpeted floors and mats (including entrance areas).
4. Vacuum all carpeted rugs and floors.
5. Clean and shine all chrome fixtures, including drinking fountains.
6. Clean glass surfaces, including entrance area and glass partitions.
7. Dust desk, bookcases, cabinets and other office furniture and clean underneath desk each day.
8. Report burned out light bulbs and tubes – anything that you think maintenance will need to fix.
9. Clean all lobby tables and straighten lobby chairs, books, magazines, brochures, etc.
10. Clean all Conference Room and Break Area tables, bookshelves, countertops, and credenzas
11. Restrooms
 - a. Replenish all restroom supplies in sufficient quantities to last all day.
 - b. Clean floors by using a wet mop with disinfectant cleaner or soap and water.
 - c. Wash and sanitize toilet seats and urinals.
 - d. Clean sinks.
 - e. Empty all bathroom trash.
 - f. Use disinfectant on all traps, drains, toilets, and urinals.
 - g. Wipe down bathroom stalls as needed
12. Empty external smoking stations
13. Spot clean carpet (or as needed)
14. Complete janitorial check list

BI-MONTHLY SERVICE:

1. Spray buff all tile, and terrazzo floors (or more frequently as needed to keep clean and shiny).

MONTHLY SERVICE:

1. Clean all air grills, diffusers, and fans.
2. Clean Venetian blinds.

SEMI-ANNUALLY:

1. Strip, re-wax, and buff all tile and linoleum floors (more often if necessary).
2. Shampoo or steam-clean all carpet (more often if necessary).
3. Wash and dry all glass windows and doors, inside and outside (by the end of September and March).
4. Clean all light lens, globes, any light fixtures and diffusers.

NORMAL JANITORIAL DUTIES:

1. Perform any other type of normal janitorial duties which may have been inadvertently omitted.
2. Keep janitorial supply area neat and clean at all times.
3. Provide a staff person from 10:00 to 2:00 Monday – Friday (AND evening hours each day) to perform additional janitorial services as needed in addition to the daily services described in this Scope and Specifications of Work
4. Complete JANITORIAL CHECKLIST (Attachment O) each day.

C. Rate per unit of Service (define the unit):
\$4,200. per month .

D. Details of Billing process and Time Frames: The Contractor shall submit an invoice monthly to the Department of Social Services for janitorial services rendered in the prior month. Invoices will be paid by the County the 10th day of each month.

E. Area to be served/Delivery site(s): Department of Social Services; First Floor; Building E; 360 County Complex Road; Clinton, NC 28328


 Sarah W. Bradshaw
 8-10-2021
 Date


 Kelvin Morrissey
 8-18-21
 Date

**ATTACHMENT E
NO OVERDUE TAX DEBTS**

K & A MORRISEY CLEANING SERVICE

254 Hook Lane
Clinton, NC 28328
(910) 633-5896

July 1, 2021

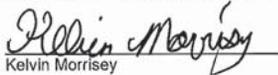
To: Sampson County Department of Social Services

Certification:

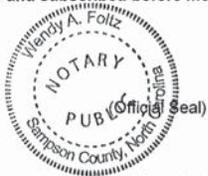
I certify that Kelvin Morrisey DBA K & A Morrisey Cleaning Service does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. I further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal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

Sworn Statement:

Kelvin Morrisey being duly sworn, say that I am the Owner of K & A Morrisey Cleaning Service 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.


Kelvin Morrisey

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




Notary Public Signature

My Commission expires 7-27- 20 25

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 M
State Certification**

Contractor Certifications Required by North Carolina Law

Instructions

The person who signs this document should read the text of the statutes listed below and consult with counsel and other knowledgeable persons before signing.

- The text of Article 2 of Chapter 64 of the North Carolina General Statutes can be found online at: http://www.ncqa.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- The text of G.S. 105-164.8(b) can be found online at: http://www.ncqa.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- The text of G.S. 143-48.5 (S.L. 2013-418, s. 2.(d)) can be found online at: <http://www.ncqa.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf>
- The text of G.S. 143-59.1 can be found online at: http://www.ncqa.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- The text of G.S. 143-59.2 can be found online at: http://www.ncqa.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- The text of G.S. 147-33.95(g) (S.L. 2013-418, s. 2. (e)) can be found online at: <http://www.ncqa.state.nc.us/Sessions/2013/Bills/House/PDF/H786v6.pdf>

Certifications

- (1) 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.¹ 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.

- (2) 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.

ATTACHMENT O

INTERNAL REVENUE SERVICE CONTRACT LANGUAGE FOR GENERAL SERVICES

I. PERFORMANCE

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- 1) All work will be done under the supervision of the contractor or the contractor's employees.
- 2) Any tax return or tax return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- 3) All tax returns and tax return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- 4) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- 5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- 6) All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- 7) No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
- 8) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- 9) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.
- 10) (Include any additional safeguards that may be appropriate.)

II. CRIMINAL/CIVIL SANCTIONS:

- 1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony

punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

- 2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.
- 3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

III. INSPECTION:

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.


Kelvin Morrissey
8-17-21
Date


Sarah W. Bradshaw
8.10.21
Date

ATTACHMENT P
JANITORIAL CHECKLIST

DATE _____

This list is to be completed daily and turned in by the end of each week to the agency Administrative Officer II.

Each category of service should be checked off as it is performed. If your answer to any item in a category of service is "NO", explain why the service was not performed in the comments section of this checklist.

Yes	No	Daily Service
___	___	Empty all internal and external trash cans. Use plastic liners.
___	___	Deposit ALL trash and boxes in dumpsters or other designated container.
___	___	Sweep and wet mop all uncarpeted floors and mats (including entrance areas).
___	___	Vacuum Spot clean carpet all carpeted rugs and floors.
___	___	Clean and shine all chrome fixtures, including drinking fountains.
___	___	Clean glass surfaces, including entrance area, reception areas and glass partitions.
___	___	Dust desk, bookcases, cabinets and other office furniture and clean underneath desk each day.
___	___	Report burned out light bulbs and tubes – anything that you think maintenance will need to fix.
___	___	Clean all lobby tables and straighten lobby chairs, books, magazines, brochures, etc.
___	___	Clean all Conference Room and Break Area tables, bookshelves, countertops, and credenzas
___	___	Empty external smoking stations
Restrooms		
___	___	a. Replenish all restroom supplies in sufficient quantities to last all day.
___	___	b. Clean floors by using a wet mop with disinfectant cleaner or soap and water.
___	___	c. Wash and sanitize toilet seats and urinals.
___	___	d. Clean sinks.
___	___	e. Empty all bathroom trash.
___	___	f. Use disinfectant on all traps, drains, toilets, and urinals.
___	___	g. Wipe down bathroom stalls as needed
BI-MONTHLY SERVICE:		
___	___	Spray buff all tile, and terrazzo floors (or more frequently as needed to keep clean and shiny).
MONTHLY SERVICE:		
___	___	Clean all air grills, diffusers, and fans.
___	___	Clean Venetian blinds.
SEMI-ANNUALLY:		
___	___	Strip, re-wax, and buff all tile and linoleum floors (more often if necessary).
___	___	Shampoo or steam-clean all carpet (more often if necessary).
___	___	Wash and dry all glass windows and doors, inside and outside (September and March).
___	___	Clean all light lens, globes, any light fixtures and diffusers.

COMMENTS: _____

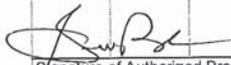
CONTRACT PROVIDER NAME: Morrisey Cleaning Services
CONTRACT NUMBER: 3
CONTRACT PERIOD: July 1 2021 - June 30, 2022
PROVIDER'S FISCAL YEAR: January 1 - December 31

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

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

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

<input type="checkbox"/> FINANCIAL ASSISTANCE	<input checked="" type="checkbox"/> PURCHASE SERVICE
 Signature of Authorized Programmatic Individual	8-10-2021 DATE
 Signature of Authorized Administrative Individual	Aug 10, 2021 DATE

Revised effective 7-1-2013 Page 17 of 17

**Contract #5 Fiscal Year Begins July 1, 2021 Ends June 30, 2022
Adult Day Health Care Center Services**

This contract is hereby entered into by and between the Sampson County Department of Social Services (the "County") and the Sampson County Department of Aging (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) State Certification (Attachment M)
 - (8) Certification Regarding Non-Discrimination, Clean Air Act, Clean Water Act (Attachment N)
 - (9) 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, 2021 and shall terminate on June 30, 2022. 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 \$3,360.00. This amount consists of \$1,536.00 in Federal funds (CFDA #93.667), \$1,400.00 in State Funds, \$424.00 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 455.105, 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	Dana Hall, Director	Name & Title	Dana Hall, Director
Company Name	Sampson County Dept. of Aging	Company Name	Sampson County Department of Aging
Street Address	405 County Complex Rd, Suite 140	Street Address	405 County Complex Rd, Suite 140
City State Zip	Clinton, NC 28328	City State Zip	Clinton, NC 28328
Telephone	910-592-4653		
Fax	910-591-2142		
Email	dhall@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.

**Attachment A
General Terms and Conditions**

12. Outsourcing to Other Countries:

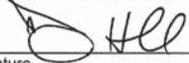
The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

13. Federal Certifications:

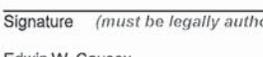
Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment,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

 8-18-21
Signature Date
Dana Hall Aging Director
Printed Name Title

COUNTY
 8/18/2021
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 – David K. Clack Date

Relationships of the Parties

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

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

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

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

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

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

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County and any of their officers, agents and employees, from any claims of third parties arising out or in 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 #5

Federal Tax Id. 56-6000338

A. CONTRACTOR INFORMATION

- 1. Contractor Agency Name: Sampson County Department of Aging
- 2. Telephone Number: 910-592-4653 Fax Number: 910-591-2142 Email: lbsutton@sampsonnc.com
- 3. Name of Program (s): Adult Day/Health Care Services
- 4. Status: Public Private, Not for Profit Private, For Profit
- 5. Contractor's Financial Reporting Year July through June

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

Service Code 155 - Day/Health Care Services for Adults - Daily Care means the provision of an organized program of services during the day in a community group setting for the purpose of supporting an adult's personal independence, and promoting his social, physical, and emotional well-being. Services must include a preadmission health assessment; assistance with activities of daily living including feeding, ambulation, or toileting as needed by individual participants; health care monitoring of each participant's general health and medical regimen, which includes documenting the periodic assessment of the vital signs, weight, dental health, general nutrition, and hygiene of each participant; documenting and reporting changes in health status to caretakers; assistance to participants and caretakers with medical treatment plans, diets, and referrals as needed; health education programs for all participants and health care counseling tailored to meet the needs of participants and caretakers. Also included are medical examinations required for individual participants admission to day health and periodically thereafter when not otherwise available without cost, food and food services to provide a nutritional meal and snacks as appropriate to the program. Services must be provided in a home or center certified to meet State Standards for adult day health or combination adult day care/adult day health.

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

Negotiated County Rate - \$40. per unit for Service Code 155

D. Number of units to be provided:

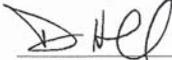
84 Units within contract year

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. Any services provided to ineligible clients will not be reimbursed by the County to the Contractor. The County will pay the Contractor monthly for eligible services rendered.

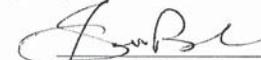
F. Area to be served/Delivery site(s):

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



Dana Hall
8-18-21

Date



Sarah W. Bradshaw
8/18/2021

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

Aging Director
Title

Sampson County Department of Aging
Agency/Organization

8-18-21
Date

ATTACHMENT D
Conflict of Interest Policy

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

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

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

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

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

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

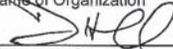
E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given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

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

G. **Record of Conflict** -- The minutes of the governing board and all committees with board delegated powers shall contain:
1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.

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

Approved by:

Sampson County Department of Aging
Name of Organization

Signature -- Dana Hall
8-18-21
Date

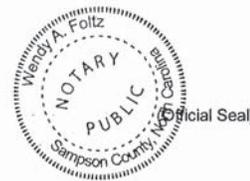
NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of Sampson

I, Wendy A. Foltz, Notary Public for said County and State, certify that Lorie B. Sutton personally appeared before me this day and acknowledged that he/she is Director of the Sampson County Department of Aging 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, 2021.

Sworn to and subscribed before me this 18th day of August, 2021



Wendy A. Foltz
Notary Public Signature

My Commission expires 7-27, 2025

ATTACHMENT F

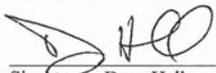
CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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 – Dana Hall _____
Aging Director
Title

Sampson County Department of Aging
Agency/Organization _____
8-18-21
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.

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

Contractor's Name: Sampson County Department of Aging
Contractor's Authorized Agent: Signature [Signature] Date 8-18-21
Printed Name Dana Hall Title Aging Director
Witness: Signature [Signature] Date 8-18-2021
Printed Name Jamie M Butler Title SS Business Officer I

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

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 (ITY) 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 – Dana Hall

Sampson County Department of Aging
Agency/Organization

Aging Director
Title
8-18-21
Date

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

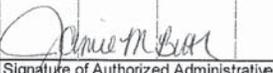
CONTRACT PROVIDER NAME: Sampson County Department of Aging
 CONTRACT NUMBER: 5
 CONTRACT PERIOD: July 1, 2021 - June 30, 2022
 PROVIDER'S FISCAL YEAR: July - June

**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
Does the provider determine eligibility?		5
Does the provider provide administrative functions such as Develop program standards procedures and rules?		5
Does the provider provide administrative functions such as Program Planning?		5
Does the provider provide administrative functions such as Monitoring?		5
Does the provider provide administrative functions such as Program Evaluation?		5
Does the provider provide administrative functions such as Program Compliance?		5
Is provider performance measured against whether specific objectives are met?		5
Does the provided have responsibility for programmatic decision making?		5
Is the provider objective to carry out a public purpose to support an overall program objective?		5
Does the provider have to submit a cost report to satisfy a cost reimbursement arrangement?		5
Does the provider have any obligation to the funding authority other than the delivery of the specified goods/services?		5
Does the provider operate in a noncompetitive environment?		5
Does the provider provide these or similar goods and/or services only to the funding agency?		5
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.

<input type="checkbox"/> FINANCIAL ASSISTANCE	<input checked="" type="checkbox"/> PURCHASE SERVICE
	8/18/2021
Signature of Authorized Programmatic Individual	DATE
	8/18/21
Signature of Authorized Administrative Individual	DATE

**Contract #6 Fiscal Year Begins July 1, 2021 Ends June 30, 2022
Child Support Civil Officer Services**

This contract is hereby entered into by and between the Sampson County Department of Social Services (the "County") and Jimmy Thornton, Sheriff of Sampson County (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number 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) State Certification (Attachment M)
 - (11) Certification Regarding Non-Discrimination, Clean Air Act, Clean Water Act (Attachment N)
 - (12) 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, 2021 and shall terminate on June 30, 2022. 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 \$147,894.00. This amount consists of \$97,610.00 in Federal funds (CFDA #93.563), \$0.00 in State Funds, \$50,284.00 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 455.105, 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	Jimmy Thornton,	Name & Title	Jimmy Thornton,
Company Name	Sampson County Sheriff	Company Name	Sampson County Sheriff
Mailing Address	112 Fontana Street	Mailing Address	112 Fontana Street
City State Zip	Clinton, NC 28328	City State Zip	Clinton, NC 28328
Telephone	910-592-4141		
Fax	910-592-8641		
Email	sampsonsheriff.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.

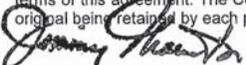
12. **Outsourcing to Other Countries:**

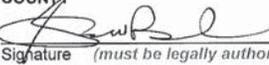
The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

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 duplicate originals, with one original being retained by each party.


 Signature _____ Date 8/11/21
 Jimmy Thornton _____ Sheriff
 Printed Name _____ Title

COUNTY

 Signature (must be legally authorized to sign contracts for DSS) _____ Date 8/5/2021
 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 8/18/2021
 David K. Clack _____

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 #6

Federal Tax Id. 56-6000338

A. CONTRACTOR INFORMATION

- Contractor Agency Name: Jimmy Thornton, Sheriff of Sampson County
- If different from Contract Administrator Information in General Contract: Address SAME
- Name of Program (s): Child Support Civil Officer Services
- Status: Public Private, Not for Profit Private, For Profit
- Contractor's Financial Reporting Year July 1 through June 30

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

- Complete Service of Process of all Sampson County Child Support Legal Documents on subjects located within Sampson County with 80% of two (2) full-time Deputies work schedule allotted to this function.
- Perform "Round-Ups" of Outstanding Orders for Arrest as needed each year.
- Transport Prisoners to and from the Jail to Child Support Court; and transport prisoners to Sampson County jail when orders for arrest are executed in other counties.
- Administrative Duties to include but not limited to daily pick-up of legal documents from Child Support Office and return of legal documents already processed; logging documents into the Sheriff Dept.'s automated system and disburse to appropriate Deputies for Service of Process, complete preliminary locate activities to include review of the Sampson County Court Dockets and Jail Listing; various other administrative functions as needed.
- Provide monthly reports of logs of Service of Process completed and/or Returns on Sampson County Child Support Documents.
- The Deputy Sheriff's shall communicate regularly with the Director of the Department and/or Child Support Program Manager which includes but is not limited to regular meetings to be conducted at least quarterly, consultation before employing or assigning the personnel referred to herein.
- Maintain a 90% Service of Process rate of Sampson County Child Support Legal Documents.
- That the Sheriff agrees to comply with all requirements of Sections of Chapter 110 of the North Carolina General Statutes and the United States Public Laws, particularly 93-647 and the regulations promulgated pursuant thereto relating to the performance of the services of process and arrest, including but not limited to, maintaining such records as required by the Federal funding agency in order to qualify these expenditures for reimbursement and to insure such records are made available for Federal and State auditors when and if required.

C. Rate per unit of Service (define the unit):
Negotiated County Rate: \$34.00 per hour for all services rendered

D. Number of units to be provided:
4349.83 Hours

E. Details of Billing process and Time Frames;
The Sheriff's Office will submit an invoice to the Sampson County Department of Social Services monthly for \$12,324.50. Sampson County DSS will submit the invoice to the Sampson County Finance Office for a transfer of funds by journal entry.

F. Area to be served/Delivery site(s):
Sampson County and other areas as needed or directed by the agency.



Sarah W. Bradshaw
8/5/2021

Date



Jimmy Thornton
8/11/21

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).

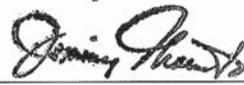
- II. The site(s) for the performance of work done in connection with the specific agreement are listed below:
Sampson County, Chapel Hill, Dunn, Durham, Fayetteville, Goldsboro, Raleigh, Wilmington and other service areas in North Carolina as deemed necessary.

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 – Jimmy Thornton

Sheriff
Title

Jimmy Thornton, Sheriff of Sampson County
Agency/Organization

Date

8/11/21

(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:

Jimmy Thornton, Sheriff of Sampson County

Name of Organization

Jimmy Thornton
Signature - Jimmy Thornton

8/16/21

Date

NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of Sampson

I, Leslie B Martin, Notary Public for said County and State, certify that Jimmy Thornton personally appeared before me this day and acknowledged that he/she is Sheriff of Sampson County 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, 2021.

Sworn to and subscribed before me this 16th day of August, 2021



Leslie B Martin
Notary Public Signature

My Commission expires 4/4, 2023

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

Paragraph B.

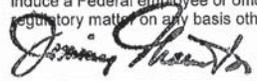
- (1) Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof,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

 Sheriff
 Title

 8/11/21
 Date

Jimmy Thornton, Sheriff of Sampson County
 Agency/Organization

(Certification signature should be same as Contract signature.)

ATTACHMENT H

Sampson County Department of Social Services/Human Services

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

Instructions for Certification

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

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

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

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


Signature – Jimmy Thornton Sheriff _____
Title

Jimmy Thornton, Sheriff of Sampson County
Agency/Organization Date 8/11/21

(Certification signature should be same as Contract signature.)

ATTACHMENT I

Sampson County Department of Social Services/Human Services

DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUSINESS ASSOCIATE ADDENDUM

This Agreement is made effective the 1st day of July, 2021, by and between Sampson County Department of Social Services ("Covered Entity") and Jimmy Thornton, Sheriff of Sampson County ("Business Associate") (collectively the "Parties").

1. BACKGROUND

- a. Covered Entity and Business Associate are parties to a contract entitled Child Support Civil Officer 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

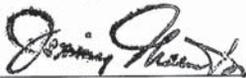
- a. **Term.** This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
 - 1) Provide an opportunity 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: _____


Signature – Jimmy Thornton

Date: 8/11/21

Rev. 6-7-2015

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 1 felony.

Contractor's Name: Jimmy Thornton, Sheriff of Sampson County.

Signature of Contractor's Authorized Agent	Date
	8-16-21
Printed Name of Contractor's Authorized Agent	Title
Jimmy Thornton	Sheriff
Signature of Witness	Title
	County Social Services Business Officer I
Printed Name of Witness	Date
Jamie M Butler	8-11-2021

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>.

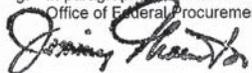
IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

- 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 – Jimmy Thornton

Sheriff

 Title

8/11/21

 Date

Jimmy Thornton, Sheriff of Sampson County

 Agency/Organization

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

CONTRACT PROVIDER NAME: Jimmy Thornton, Sheriff of Sampson County
 CONTRACT NUMBER: 6
 CONTRACT PERIOD: July 1, 2021 - June 30, 2022
 PROVIDER'S FISCAL YEAR: July - June

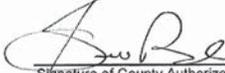
**CONTRACT DETERMINATION QUESTIONNAIRE
 (PURCHASE OF SERVICE VS. FINANCIAL ASSISTANCE)**

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	5 points
	Financial Assistance YES	Purchase of Service NO
1 Does the provider determine eligibility?		5
2 Does the provider provide administrative functions such as Develop program standards procedures and rules?		5
3 Does the provider provide administrative functions such as Program Planning?		5
4 Does the provider provide administrative functions such as Monitoring?		5
5 Does the provider provide administrative functions such as Program Evaluation?		5
6 Does the provider provide administrative functions such as Program Compliance?		5
7 Is provider performance measured against whether specific objectives are met?		5
8 Does the provided have responsibility for programmatic decision making?		5
9 Is the provider objective to carry out a public purpose to support an overall program objective?		5
10 Does the provider have to submit a cost report to satisfy a cost reimbursement arrangement?		5
11 Does the provider have any obligation to the funding authority other than the delivery of the specified goods/services?		5
12 Does the provider operate in a noncompetitive environment?		5
13 Does the provider provide these or similar goods and/or services only to the funding agency?		5
14 Does the provide these or similar goods and/or services outside normal business operations?		5
TOTAL	0	70

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

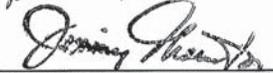
FINANCIAL ASSISTANCE PURCHASE SERVICE



 Signature of County Authorized Person

8-5-2021

 DATE



 Signature of Authorized Administrative Individual

8/11/21

 DATE

**Contract #7 Fiscal Year Begins July 1, 2021 Ends June 30, 2022
Juvenile Court Officer/Investigator**

This contract is hereby entered into this **1st day of July, 2021** by and between the **Sampson County Department of Social Services**, party of the first part, hereinafter referred to as "Department", **Jimmy Thornton, Sheriff of Sampson County**, party of the second part, hereinafter referred to as "Sheriff", and **County of Sampson**, party of the third part, herein after referred to as "County". The Contractor's federal tax identification number is 56-6000338 and DUNS Number 040044067 (required if funding from a federal funding source).

Contract Documents: This Contract consists of the following documents:

- (1) This contract
- (2) The General Terms and Conditions (Attachment A)
- (3) Cost of Service (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) State Certification (Attachment M)
- (11) Certification Regarding Non-Discrimination, Clean Air Act, Clean Water Act (Attachment N)
- (12) Contract Determination Questionnaire (required)

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

WITNESSETH:

WHEREAS, the Sampson County Department of Social Services desires to enter into a contract with the Sheriff of Sampson County for services as a process server and other services as necessary for the agency.

AND, WHEREAS, the Sampson County Department of Social Services, the Agency designated by the Sampson County Board of Commissioners to operate a Child Protective Services Unit and program within Sampson County.

AND, WHEREAS, the general citizenry of Sampson County and the State, as a whole, would be more adequately served by performance of the terms of this contract, which would enable the more effective and efficient investigation and prosecution of child safety/welfare cases within Sampson County;

AND WHEREAS, the parties desire to reduce their agreement to writing, containing all the terms and conditions therein, and agree that the same is fair, just, equitable, and reasonable;

NOW, THEREFORE, TO THAT END and in consideration of the mutual covenants and agreements contained hereinafter, the parties agree as follows:

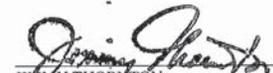
1. That this Contract shall become effective the **1st day of July, 2021**, and shall exist and continue in effect until the **30th day of June, 2022**, and be subject to automatic renewal each year thereafter unless terminated in writing by either party 30 days prior to the expiration date. The total amount paid by the

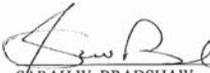
Sampson County Department of Social Services to the Sampson County Sheriff under this contract shall **not exceed \$87,480**(See Attachment B). **This amount consists of \$43740. in Federal funds (CFDA #93.658), \$21,870 in State Funds, \$21,870 In County Funds**

2. The Deputy Sheriff hired by the Sheriff to perform the services of this Contract shall devote their time as determined by the Sheriff to services for the Child Protective Services Unit. The Sheriff shall be responsible for providing all process and arrest services that arise pursuant to Chapters 7B and 14 of the North Carolina General Statutes and the United States Public Laws.
3. That the Deputy Sheriff hired by the Sheriff to perform the services of this Contract shall be flexible in their hours of work including, but not limited to, night duty when necessary as determined by the Sheriff and the Sampson County Department of Social Services, not to exceed one hundred eighty-four (184) hours per pay period. Should the Department determine that services performed by the Deputy Sheriff under the terms of this Contract are unsatisfactory, the Sheriff shall immediately be notified and make any necessary changes to correct the situation within thirty (30) days.
4. The Sheriff shall be responsible for the purchase of any and all equipment needed for the Deputy Sheriff. The Sheriff will include in his budget the total cost including salary and equipment needs described in Attachment A. The Sheriff will bill the Department monthly 1/3rd of the total annual cost related to the Deputy Sheriff position. The Department shall be billed by the 5th of each month.
5. That the Sheriff agrees to comply with all requirements of Sections of Chapters 7B and 14 of the North Carolina General Statutes and the United States Public Laws, and the regulations promulgated pursuant thereto relating to the performance of the services of process and arrest, including, but not limited to, maintaining such records as required by the Federal funding agency in order to qualify these expenditures for reimbursement and to insure such records are made available for Federal and State auditors when and if required;
6. The Department of Social Services agrees that the Sheriff may use the Deputy Sheriff for other duties that he considers emergencies:
 - a. The Department of Social Services will not be responsible for any overtime arising from such duties.
 - b. The Sheriff agrees to provide services from other deputies until child protective service matters are current if a backlog results from the utilization of the Deputy Sheriff for other duties.
7. That the Deputy Sheriff shall be covered by the County's liability insurance policy.
8. That Deputy Sheriff shall communicate regularly with the Child Protective Services Supervisor and case workers to provide any documentation of services provided by the Deputies upon request of Child Protective Services Supervisor. This will include, but not limited to, monthly reports of clients contacted, constant feedback on service efforts, etc.
9. That either party may terminate this Contract for any reason with a thirty (30) day written notice of termination.
10. The Sheriff shall consult with the Director of the Department before employing or assigning the Deputy Sheriff referred to herein.

11. The parties to this Contract agree and understand that the payment of sums required by the positions in this Contract is dependent and contingent upon and subject to the appropriation, allocation and availability of funds for this purpose to the Department of Social Services and Sampson County.

IN WITNESS WHEREOF, the parties of this Contract have executed this Contract in triplicate originals, one of which is to be retained by the County, one by the Sheriff, and one by the Department, by authority dully given by their respective governing board.

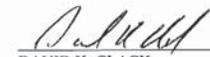
BY: 
JIMMY THORNTON
SHERIFF

BY: 
SARAH W. BRADSHAW
DEPARTMENT OF SOCIAL SERVICES

BY: _____
EDWIN W. CAUSEY
COUNTY MANAGER



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

BY:  8/18/2021
DAVID K. CLACK
FINANCE OFFICER

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

SHERIFF/DSS AGREEMENT - JUVENILE
 FY 2021-2022

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.

DESCRIPTION	RATE	TOTAL
Salary	Yearly	\$50,004
FICA	0.062	\$3,100
Medicare	0.0145	\$725
LE Retirement	0.1204	\$6,020
401K	0.05	\$2,500
Insurance	Yearly	\$10,140
Dental	Yearly	\$384
Cafeteria	Yearly	\$60
Workers Comp. Ins.	Yearly	\$1,489
Liability Ins.	Yearly	\$538
Employee Asst. Program	Yearly	\$12
SALARY & BENEFITS SUBTOTAL:		\$74,973
Annual CAC Conference	Yearly	\$450
Uniforms	Yearly	\$830
Batteries	Yearly	\$45
Pepper Spray	Yearly	\$28
Cell Phone	Yearly	\$460
Gas	Yearly	\$10,000
Tires	Yearly	\$550
Oil Changes	Yearly	\$144
TRAINING, UNIFORMS & EQUIPMENT SUBTOTAL:		\$12,507
YEARLY GRAND TOTAL		\$87,480

MONTHLY INVOICED	Monthly Amount:	TERM (Months)
Child Protective Services	\$7,290	12

ATTACHMENT C

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
AND CERTIFICATION REGARDING NONDISCRIMINATION

Sampson County Department of Social Services

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

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

- II. The site(s) for the performance of work done in connection with the specific agreement are listed below:
 1. Sampson County DSS
 2. Sampson County Sheriff Offices
 3. Sampson County Court Facilities
 4. Any other fieldwork sites within Sampson County

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 82.610. 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 1685-1688), 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 – Jimmy Thornton

Sheriff

Title

Jimmy Thornton, Sheriff of Sampson County
Agency/Organization

8/11/21
Date

ATTACHMENT D
Conflict of Interest Policy

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

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

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

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

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

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

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

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

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

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

Approved by:

Jimmy Thornton, Sheriff of Sampson County

Name of Organization

Signature - Jimmy Thornton

Date

8/11/21

NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of Sampson

I, Leslie B Martin, Notary Public for said County and State, certify that Jimmy Thornton personally appeared before me this day and acknowledged that he/she is Sheriff of Sampson County 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, 2021.

Sworn to and subscribed before me this 11th day of August, 21



Leslie B. Martin
Notary Public

My Commission expires 4/4, 2023

ATTACHMENT F

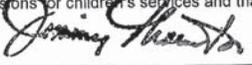
CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Sampson County Department of Social Services/Human 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 -- Jimmy Thornton _____
Sheriff _____
Title

Jimmy Thornton, Sheriff of Sampson County _____
Agency/Organization _____
Date 8/11/21

(Certification signature should be same as Contract signature.)

ATTACHMENT G

Sampson County Department of Social Services/Human Services

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

Notwithstanding other provisions of federal OMB Circulars-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.

ATTACHMENT H

Sampson County Department of Social Services/Human Services

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

Instructions for Certification

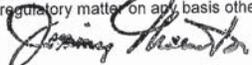
- (1) Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof,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

_____ Sheriff
 _____ Title

Jimmy Thornton, Sheriff of Sampson County

 Agency/Organization Date 8/11/21

(Certification signature should be same as Contract signature.)

- 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 – Jimmy Thornton

Sheriff
Title

Jimmy Thornton, Sheriff of Sampson County
Agency/Organization

8/11/21
Date

(Certification signature should be same as Contract signature.)

ATTACHMENT I

Sampson County Department of Social Services/Human Services

DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUSINESS ASSOCIATE ADDENDUM

This Agreement is made effective the 1st day of July, 2021, by and between Sampson County Department of Social Services ("Covered Entity") and Jimmy Thornton, Sheriff of Sampson County ("Business Associate") (collectively the "Parties").

1. BACKGROUND

- a. Covered Entity and Business Associate are parties to a contract entitled Juvenile Court Officer/Investigator (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.

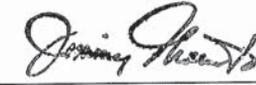
c. Effect of Termination.

- 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: _____


Signature – Jimmy Thornton

Date: 8/11/21

Rev. 6-7-2015

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 1 felony.

Contractor's Name: Jimmy Thornton, Sheriff of Sampson County.

Signature of Contractor's Authorized Agent

Date

8-16-21

Printed Name of Contractor's Authorized Agent
Jimmy Thornton

Title
Sheriff

Signature of Witness

Title

County Social Services Business Officer I

Printed Name of Witness
Jamie M Butler

Date

8-11-2021

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 – Jimmy Thornton

Jimmy Thornton, Sheriff of Sampson County
Agency/Organization

Sheriff
Title

8/11/21
Date

CONTRACT PROVIDER NAME: Sampson County Sheriff
CONTRACT NUMBER: 07
CONTRACT PERIOD: July 1, 2021 -June 30, 2022
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	5 points
	Financial Assistance YES	Purchase of Service NO
1 Does the provider determine eligibility?		
2 Does the provider provide administrative functions such as Develop program standards procedures and rules?		
3 Does the provider provide administrative functions such as Program Planning?		
4 Does the provider provide administrative functions such as Monitoring?		
5 Does the provider provide administrative functions such as Program Evaluation?		
6 Does the provider provide administrative functions such as Program Compliance?		
7 Is provider performance measured against whether specific objectives are met?		
8 Does the provided have responsibility for programmatic decision making?		
9 Is the provider objective to carry out a public purpose to support an overall program objective?		
10 Does the provider have to submit a cost report to satisfy a cost reimbursement arrangement?		
11 Does the provider have any obligation to the funding authority other than the delivery of the specified goods/services?		
12 Does the provider operate in a noncompetitive environment?		
13 Does the provider provide these or similar goods and/or services only to the funding agency?		
14 Does the provide these or similar goods and/or services outside normal business operations?		
TOTAL	0	0

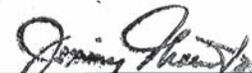
Note: The authorized individual(s) must place an X in one of the boxes below to indicate the type of contractual arrangement for this contract , then sign and date where indicated.

FINANCIAL ASSISTANCE

PURCHASE SERVICE


Signature of Authorized Programmatic Individual

8-11-2021
DATE


Signature of Authorized Administrative Individual

8/11/21
DATE

**Contract #12 Fiscal Year Begins July 1, 2021 Ends June 30, 2022
Attorney – Legal Services**

This contract is hereby entered into by and between the Sampson County Department of Social Services (the "County") and The Law Office of Corinne A. Railey (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or is 27-2771949.

1. **Contract Documents: Contract Documents:** This Contract consists of the following documents:
- (1) This contract
 - (2) State Certification (Attachment M)
 - (3) Certification Regarding Non-Discrimination, Clean Air Act, Clean Water Act (Attachment N)
 - (4) Contract Determination Questionnaire

2. **Effective Period:** This contract shall be effective July 1, 2021 and shall terminate on June 30, 2022.

3. **Contractor's Duties:** The Contractor shall provide the following services for which both the contracted primary and secondary attorneys have a conflict:

- 1) **Child Support Establishment and Enforcement** – (App Code 361) – Attorney services for the representation of the Child Support Enforcement Unit under the Department of Social Services for any and all required representation. Duties will be performed in accordance with the approved rate of \$100.00 per hour of service not to exceed 40 hours without prior written authorization.
- 2) **CHILD WELFARE:** Duties will be performed in accordance with the approved rate of \$150.00 per hour of service not to exceed 170 hours without prior written authorization.
Protective Services for Children – (SIS Code 210) – Attorney services to represent the agency where court action is necessary to protect children as part of protective services – (Family Services manual, Volume I, Chapter VIII).
- 3) **Foster Care Services for Children** - (SIS Code 100) – Attorney services to facilitate permanency planning for a child in the custody of the agency.

4. **County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Document. The total amount paid by the County to the Contractor under this contract shall not exceed \$29,500.00 without prior written authorization. This amount consists of \$16,575 in Federal funds (CFDA #93.658), \$1,275 in State Funds, and \$7,650 in County funds for Child Welfare cases and \$2,640 in Federal funds (CFDA), \$1,360 in County funds for Child Support cases.

a. There are no matching requirements from the Contractor.

5. **Reversion of Funds:**

The County or the Contractor may terminate this contract without cause by giving 30 days written notice to the other party. Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

6. **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.

The County Department of Social Services is a Covered Entity under the **Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy, Security and Breach Notification Rules**. Any Entity that will contract with the Sampson County Department of Social Services is responsible to maintain and monitor privacy/security procedures and measures in accordance with all federal, state, and local agency privacy/security regulatory requirements. In the event of a suspected or confirmed breach or privacy/security incident involving confidential information, the Contractor will immediately report such breach or incident to the (owning division/office) Privacy and/or Security Official. Breach must be reported within 24 hours unless it involves Social Security Administration

(SSA) or Internal Revenue Service (IRS) data, for which breach/incident reporting must occur within one (1) hour. In accordance with applicable laws/regulations, the Contractor will bear all expenses involved with breach notification as well as citizen notification if applicable.

7. **Payment Provisions:** Payment shall be made in accordance with the Contract Documents as follows: The Contractor will submit detailed billing to the Sampson County Department of Social Services monthly for services rendered based on the rate of \$100.00 per hour or \$150.00 per hour.

8. **Contract Administrators:** All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator.

The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the County:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Sarah W. Bradshaw, Director	Name & Title	Sarah W. Bradshaw, Director
County	Sampson	County	Sampson
Mailing Address	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	CORINNE A. RILEY, ATTORNEY AT LAW	Name & Title	CORINNE A. RILEY, ATTORNEY AT LAW
Company Name	THE LAW OFFICES OF CORINNE A RILEY	Company Name	THE LAW OFFICES OF CORINNE A RILEY
Mailing Address	P.O. BOX 2440	Street Address	110 EAST MAIN STREET, SUITE 204
City State Zip	CLINTON, NC 28329	City State Zip	CLINTON, NC 28328
Telephone	910-590-0000		
Fax	910-590-0008		
Email	corinnerriley@gmail.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.

Corinne A. Railey
Signature _____ Date _____
Corinne A. Railey Owner
Printed Name _____ Title _____

COUNTY
Sarah W. Bradshaw
Signature (must be legally authorized to sign contracts for DSS) _____ Date 8-10-2021
Sarah W. Bradshaw DSS Director
Printed Name _____ Title _____

Edwin W. Causey
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.

David K. Clack
Signature of County Finance Officer _____ Date _____
David K. Clack

**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.

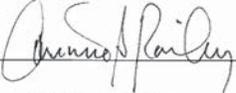
SIGN
HERE

HERE

ATTACHMENT N

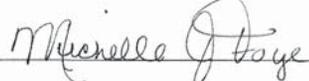
Contractor's Name: The Law Office of Corinne A. Railey

Sampson County Department of Social Services/Human Services

Contractor's Authorized Agent: Signature  Date 8/24/21
Printed Name Corinne A. Railey Title Owner

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

Certification Regarding Nondiscrimination

Witness: Signature  Date 8/24/21
Printed Name Michelle J. Foye Title Legal Assistant

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

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>.

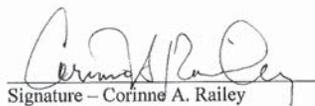
IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

- 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 – Corinne A. Railey

The Law Office of Corinne A. Railey
Agency/Organization

Owner
Title
Date 8/24/21

CONTRACT PROVIDER NAME: The Law Office of Corinne A. Railey
 CONTRACT NUMBER: 12
 CONTRACT PERIOD: July 1, 2021 - June 30, 2022
 PROVIDER'S FISCAL YEAR: January 1 - December 31

**Contract #22 Fiscal Year Begins July 1, 2021 Ends June 30, 2022
 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 66-2143318 and DUNS Number 073849460 (required if funding from a federal funding source).

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

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

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

8-10-2021
 DATE


 Signature of Authorized Administrative Individual

August 10, 2021
 DATE

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)
 (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, 2021 and shall terminate on June 30, 2022. 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 \$78,200.00. This amount consists of \$68,650.00 in Federal funds (CFDA #93.667), \$0.00 in State Funds, \$19,550.00 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/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

- 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 *Myra J. Powell* Date 8-17-2021
 Myra J. Powell President/CEO
 Printed Name Title

COUNTY Signature *Sarah W. Bradshaw* Date 8/10/2021
 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 _____ Date _____
 David K. Clack, Finance Director

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 108(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): Child Welfare 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 - up to \$40.00 per hour

D. Number of units to be provided:
No more than 1,955 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.

Approved/Delivery site(s):
in County and other areas as needed or directed by the agency - To Be Determined by the client's place of residence.


Myra J. Powell

8-19-2021
Date


Sarah W. Bradshaw

8/10/2021
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).

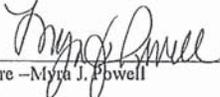
II. The site(s) for the performance of work done in connection with the specific agreement are listed below:
Sampson County, Chapel Hill, Dunn, Durham, Fayetteville, Goldsboro, Raleigh, Wilmington and other service areas in North Carolina as deemed necessary.

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 - Myra J. Powell

President/CEO
Title

Vanguard Professional Staffing Inc.
Agency/Organization

8-19-2021
Date

(Certification signature should be same as Contract signature.)



CONFLICT OF INTEREST

Conflict of Interest Defined:

A conflict of interest is defined as an actual or perceived interest by a (staff member/Board member) in an action that results in, or has the appearance of resulting in, personal, organizational, or professional gain. A conflict of interest occurs when an employee/Board member has a direct or fiduciary interest in another relationship. A conflict of interest could include:

- > Ownership with a member of the Board of Directors/Trustees or an employee where one or the other has supervisory authority over the other or with a client who receives services.
- > Employment of or by a member of the Board of Directors/Trustees or an employee where one or the other has supervisory authority over the other or with a client who receives services.
- > Contractual relationship with a member of the Board of Directors/Trustees or an employee where one or the other has supervisory authority over the other or with a client who receives services.
- > Creditor or debtor to a member of the Board of Directors/Trustees or an employee where one or the other has supervisory authority over the other or with a client who receives services.
- > Consultative or consumer relationship with a member of the Board of Directors/Trustees or an employee where one or the other has supervisory authority over the other or with a client who receives services.

The definition of conflict of interest includes any bias or the appearance of bias in a decision-making process that would reflect a dual role played by a member of the organization or group. An example, for instance, might involve a person who is an employee and a Board member, or a person who is an employee and who hires family members as consultants.

Employee Responsibilities:

It is in the interest of the organization, individual staff, and Board members to strengthen trust and confidence in each other, to expedite resolution of problems, to mitigate the effect and to minimize organizational and individual stress that can be caused by a conflict of interest.

Employees are to avoid any conflict of interest, even the appearance of a conflict of interest. This organization serves the community as a whole rather than only serving a special interest group. The appearance of a conflict of interest can cause embarrassment to the organization and jeopardize the credibility of the organization. Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to your supervisor immediately. Employees are to maintain independence and objectivity with clients, the community, and organization. Employees are called to maintain a sense of fairness, civility, ethics and personal integrity even though law, regulation, or custom does not require them.

Acceptance of Gifts:

Employees, members of employee's immediate family, and members of the Board are prohibited from accepting gifts, money or gratuities from the following:

- a. Persons receiving benefits or services from the organization;
- b. Any person or organization performing or seeking to perform services under contract with the organization; and
- c. Persons who are otherwise in a position to benefit from the actions of any employee of the organization.

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 the employee is acting in any official capacity, honoraria received by an employee in connection with activities relating to employment with the organization are to be paid to the organization.

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 Myra Powell personally appeared before me this day and acknowledged that she is President/CEO of Vanguard Professional Staffing, Inc. and by that authority duly given and as the act of the corporation, affirmed that the foregoing Conflict of Interest Policy was adopted by the Board of Directors in a meeting held on the 2nd day of June, 2006.

Sworn to and subscribed before me this 17th day of August 2021.

(Official Seal)



Tara E. Weller
Notary Public

My Commission expires October 4, 2021

Attached is the Conflict of Interest Policy for: Vanguard Professional Staffing, Inc.

Myra J. Powell
Signature of Corporation Official or Owner



ATTACHMENT E

CORPORATE OFFICE
Post Office Box 8177
Wilson, North Carolina 27893
Phone: (252) 265-9033
Fax: (252) 265-9024
www.vanguardprostaff.com

August 18, 2021

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. 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-10-1.

Sworn Statement:

Myra J. Powell, being duly sworn, says that she is the Owner 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 her knowledge and was made and subscribed by her. She also acknowledges and understands that any misuse of State funds will be reported to the appropriate authorities for further action.

Myra J. Powell

Officer

State of North Carolina, County of Wilson

Sworn to and subscribed before me on the 19th day of August, 2021 the date of said certification by Myra J. Powell.

Tara E. Weller, Notary

Tara E. Weller
(Notary Signature and Seal)

My Commission Expires: October 4, 2021



Social Work and Human Services Staffing Solutions

Vanguard Professional Staffing, Inc. Vanguard Supervised Visitation Services, Inc. Eligibility Solutions, Inc.

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 publicly 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.

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 - Myra J. Powell _____ Title _____
 President/CEO

Vanguard Professional Staffing Inc. _____
 Agency/Organization _____ Date 8/19/2021 _____

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

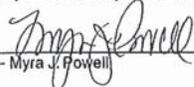
- (1) Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof, 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 -- Myra J. Powell
 Vanguard Professional Staffing Inc.
 Agency/Organization

 President/CEO
 Title
 8-19-2021
 Date

ATTACHMENT II

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.

Myra J. Powell President/CEO
Signature - Myra J. Powell Title

Vanguard Professional Staffing Inc. 8/19/2021
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, 2021, 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.

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: _____


Myra Powell
Vanguard Professional Staffing Inc.

Date: 8-19-2021

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 Statute 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/gasrcrisis/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): http://www.ethicscommission.nc.gov/library/pdf/1_aws/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 1 felony.

Contractor's Name: Vanguard Professional Staffing Inc.

Signature of Contractor's Authorized Agent

8-19-2021
Date

Printed Name of Contractor's Authorized Agent
Myra J. Powell

Title
President/CEO

Signature of Witness

Title

Printed Name of Witness

Michael Hillman
Michael Hillman

Admin Asst.

8-19-2021
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 1686-1686), which prohibits discrimination on the basis of sex; (c) Section 604 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. 92-265), 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)).

	President/CEO
Signature - Myra J. Powell	Title
Vanguard Professional Staffing Inc	8-19-2021
Agency/Organization	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, payroll, 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, payroll, 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 payroll services.

2.0 **Term.** The term of this Agreement between the Agency and the Service Provider shall begin on the FIRST day of JULY, 2021, 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, payroll, 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 hereof, 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: [Signature]
Manager

07/01/2021
Date

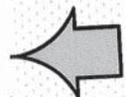
AGENCY - SAMPSON COUNTY DSS

By: [Signature]
Director - Sarah W. Bradshaw

8/10/2021
Date

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

(Signature of Finance Officer)



CONTRACT PROVIDER NAME: Vanguard Professional Staffing Inc.

CONTRACT NUMBER: 22

CONTRACT PERIOD: July 1, 2021 - June 30, 2022

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	5 points
	Financial Assistance YES	Purchase of Service NO
Does the provider determine eligibility?		5
Does the provider provide administrative functions such as Develop program standards procedures and rules?		5
Does the provider provide administrative functions such as Program Planning?		5
Does the provider provide administrative functions such as Monitoring?		5
Does the provider provide administrative functions such as Program Evaluation?		5
Does the provider provide administrative functions such as Program Compliance?		5
Is provider performance measured against whether specific objectives are met?		5
Does the provider have responsibility for programmatic decision making?		5
Is the provider objective to carry out a public purpose to support an overall program objective?		5
Does the provider have to submit a cost report to satisfy a cost reimbursement arrangement?		5
Does the provider have any obligation to the funding authority other than the delivery of the specified goods/services?		5
Does the provider operate in a noncompetitive environment?		5
Does the provider provide these or similar goods and/or services only to the funding agency?		5
Does the provider 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]
Signature of County Authorized Person

8/10/2021
DATE

[Signature]
Signature of Authorized Administrative Individual

Aug 5 2021
DATE

**Contract # 48 Fiscal Year Begins July 1, 2021 Ends June 30, 2022
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, 2021 and shall terminate on June 30, 2022. 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 \$25,000.00 for the fiscal year. This amount consists of \$25,000.00 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	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:

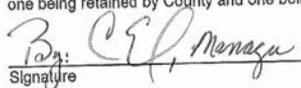
Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment,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

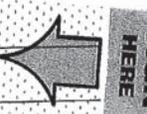
This contract is conditioned upon DSS verifying that the Contractor meets all Contract requirements. No units will be referred to the Contractor until DSS has verified all Contract requirements are met. After the initial verification, if it becomes apparent the requirements are no longer being met, the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

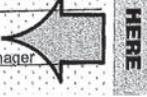
15. Signature Warranty: The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

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 _____ Date 8/18/21 
 Charles E. Trefzger
 Printed Name _____ Title _____

COUNTY

 Signature (must be legally authorized to sign contracts for DSS) _____ Date 8-10-2021 
 Sarah W. Bradshaw
 Printed Name _____ Title _____ DSS Director

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

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

_____ Date _____ 
 Signature of County Finance Director

**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**

Federal Tax Id. 81-5133851

Contract #48

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 11,627 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.

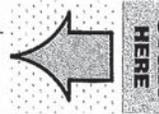
F. **Area to be served/Delivery site(s):**
Sampson County, Chapel Hill, Dunn, Durham, Fayetteville, Goldsboro, Raleigh, Wilmington and other service areas in North Carolina.


Charles E. Trefzger

8/18/21
Date


Sarah W. Bradshaw

8-10-2021
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.

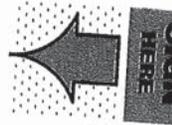
False certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment
45 C.F.R. Section 82.510. Section 4 CFR Part 85, Section 85.615 and 86.620.

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.

Charles E. Trefzger
Signature – Charles E. Trefzger

Manager
Title



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

8/18/21
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 and vote of the Board of Directors/Trustees or other governing body.

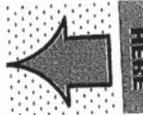
F. **Violations of the Conflicts of Interest Policy** -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief 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 nature of the conflict of interest, any action taken to determine 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
By: Charles E. Trefzger
Charles E. Trefzger
8/18/21
Date



NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of Sampson Burns

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 1st day of July, 2021.

Sworn to and subscribed before me this 18th day of August, 2021



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 1, 2021
August 18, 2021

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.

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



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



Richard B. Honeycutt
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 subcontractors shall certify accordingly.

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

Manager
Title



Roseboro Opco LLC DBA The Gardens of Roseboro
Agency/Organization

8/18/21
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 publicly 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.

Agency/Organization

Date July 1, 2021

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.

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.

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.

By: Charles E. Trefzger
Signature - Charles E. Trefzger
Roseboro Opco LLC DBA The Gardens of Roseboro

Manager
Title
8/18/21

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.

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

Manager
Title

Roseboro Opco LLC DBA The Gardens of Roseboro
Agency/Organization

8/18/21
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, 2021, 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: By: Charles E. Trefzger
 Charles E. Trefzger
 Roseboro Opco LLC DBA The Gardens of Roseboro

Date: 8/18/21

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 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: Charles E. Trefzger
 Signature - Charles E. Trefzger

Roseboro Opco LLC DBA The Gardens of Roseboro
 Agency/Organization

 Manager
 Title

8/18/21
 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.¹ 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 By: Charles E. Trefzger Date 8/18/21

Printed Name Charles E. Trefzger Title Manager

Witness: Signature J.M. DEATON Date 8/18/21

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.

MEMO

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 1685-1688), 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 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 Act 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)).

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

Manager
Title

Roseboro Opco LLC DBA The Gardens of Roseboro
Agency/Organization

8/18/21
Date

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

CONTRACT NUMBER: 48

CONTRACT PERIOD: July 1, 2021 to June 30, 2022

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	Purchase of Service NO
Does the provider determine eligibility?		5
Does the provider provide administrative functions such as Develop program standards procedures and rules?		5
Does the provider provide administrative functions such as Program Planning?		5
Does the provider provide administrative functions such as Monitoring?		5
Does the provider provide administrative functions such as Program Evaluation?		5
Does the provider provide administrative functions such as Program Compliance?		5
Is provider performance measured against whether specific objectives are met?		5
Does the provider have responsibility for programmatic decision making?		5
Is the provider objective to carry out a public purpose to support an overall program objective?		5
Does the provider have to submit a cost report to satisfy a cost reimbursement arrangement?		5
Does the provider have any obligation to the funding authority other than the delivery of the specified goods/services?		5
Does the provider operate in a noncompetitive environment?		5
Does the provider provide these or similar goods and/or services only to the funding agency?		5
Does the provider 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]
Signature of County Authorized Person

8-10-21
DATE

[Signature]
Signature of Authorized Administrative Individual

Aug 10, 2021
DATE

- (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:

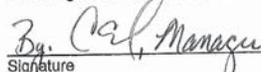
Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment,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

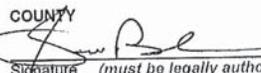
14. Specific Language Not Previously Addressed:

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 _____ Date 8/18/21
 Charles E. Trefzger _____ Manager
 Printed Name _____ Title

COUNTY

 Signature (must be legally authorized to sign contracts for DSS) _____ Date 8-10-2021
 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.

_____ Date _____
 Signature of County Finance Director

**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 108(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.

in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

**ATTACHMENT B
SCOPE OF WORK**

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

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.

Contract #49

Federal Tax Id. 46-1408506

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 11,627 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.

By: 
Charles E. Trefzger

8/18/21
Date


Sarah W. Bradshaw

8-10-2021
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

Manager
Title

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

8/18/21
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

By: Charles E. Trefzger
Charles E. Trefzger

8/18/21
Date

NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of Sampson BURKE

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 1st day of July, 2021.

Sworn to and subscribed before me this 18th day of AUGUST, 21.



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

August 18, 2021
July 4, 2021

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.

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

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



Richard B. Honeycutt
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.

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.

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

Manager
Title

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

8/18/21

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.

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

Manager
Title

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

8/18/21
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, 2021, 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: 8/18/21

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: *Charles E. Trefzger*
 Signature - Charles E. Trefzger

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

Manager
 Title

8/18/21
 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 By: C.E. Manager Date 8/18/21

Printed Name Charles E. Trefzger Title Manager

Witness: Signature J.M. DEATON Date 8/18/21

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 1685-1688), 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 36 "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 308; 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. 7408]

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

- (li) 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)).

Charles E. Trefzger _____
Signature – Charles E. Trefzger
Manager
Title

8/18/21 _____
Date

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

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

CONTRACT PROVIDER NAME: WP-Clinton Health Holdings LLC DBA The Magnolia
CONTRACT NUMBER: 49
CONTRACT PERIOD: July 1, 2021 to June 30, 2022
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	Purchase of Service NO
Does the provider determine eligibility?		5
Does the provider provide administrative functions such as Develop program standards procedures and rules?		5
Does the provider provide administrative functions such as Program Planning?		5
Does the provider provide administrative functions such as Monitoring?		5
Does the provider provide administrative functions such as Program Evaluation?		5
Does the provider provide administrative functions such as Program Compliance?		5
Is provider performance measured against whether specific objectives are met?		5
Does the provider have responsibility for programmatic decision making?		5
Is the provider objective to carry out a public purpose to support an overall program objective?		5
Does the provider have to submit a cost report to satisfy a cost reimbursement arrangement?		5
Does the provider have any obligation to the funding authority other than the delivery of the specified goods/services?		5
Does the provider operate in a noncompetitive environment?		5
Does the provider provide these or similar goods and/or services only to the funding agency?		5
Does the provider 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.

<input type="checkbox"/> FINANCIAL ASSISTANCE	<input checked="" type="checkbox"/> PURCHASE SERVICE
<u><i>Andrew Rose</i></u> Signature of County Authorized Person	<u>8-10-2021</u> DATE
Signature of Authorized Administrative Individual	DATE

Revised effective 7-1-2013

**Contract #8 Fiscal Year Begins July 1, 2021 Ends September 27, 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 55-0562304 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, 2021 and shall terminate on September 27, 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 \$11,429,000. This amount consists of \$10,000,000 in Federal funds (CFDA #93.667), \$0. in State Funds, \$1,429.00 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 455.105, 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, MD, CEO	Name & Title	Shawn Howerton, MD, 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	910-590-2555		
Email	smassey@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;

- (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:

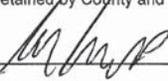
The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

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 8/30/21
 Shawn Howerton, MD 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

**ATTACHMENT A
General Terms and Conditions**

Relationships of the Parties

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

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

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

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

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

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

Indemnity and Insurance

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

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

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

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

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

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

Default and Termination

Termination Without Cause: The County 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

- Contractor Agency Name: Sampson Home Health
- Name of Program (s): State In-Home Services
- Status: Public Private, Not for Profit Private, For Profit
- 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:

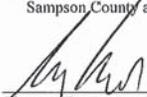
714.32 units

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.

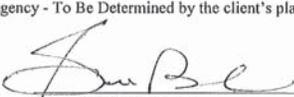
F. Area to be served/Delivery site(s):

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


Shawn Howerton, MD

Date

8/30/21


Sarah W. Bradshaw

Date

8/18/2021

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.

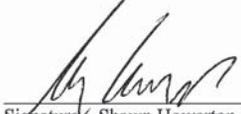
Contractor will inform the County of any additional sites for performance of work under this agreement.

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, MD
 Title: Chief Executive Officer
 Agency/Organization: Sampson Home Health
 Date: 8/30/21

(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

[Signature]
Shawn Howerton, MD

8/30/21
Date

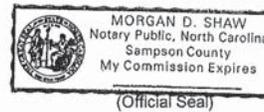
NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of Sampson

I, Morgan D. 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, 2021.

Sworn to and subscribed before me this 30th day of August, 2021



Morgan D. Shaw
Notary Public Signature

My Commission expires May 23, 2021

**ATTACHMENT E
NO OVERDUE TAX DEBTS**

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

July 1, 2021

To: Sampson County Department of Social Services

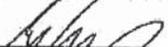
Certification:

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:

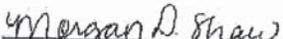
Curtis Barwick and Shawn Howerton being duly sworn, say that we are the Board Chair and Chief Executive Officer, respectively, of Sampson Regional Medical Center of Clinton in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge 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, MD, Chief Executive Officer

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




Morgan D. Shaw
Notary Public Signature

My Commission expires May 23, 2022

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

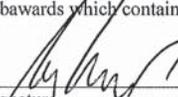
CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

Chief Executive Officer
Title

Sampson Home Health
Agency/Organization

8/30/21
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.

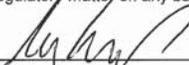
- (1) Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof, 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
 Sampson Home Health
 Agency/Organization

Chief Executive Officer

 Title
 8/30/21

 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.

	Chief Executive Officer
Signature	Title
Sampson Home Health	8/31/21
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, 2021, 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, MD
Sampson Home Health

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 Home Health

Signature of Contractor's Authorized Agent

Date
8/30/21

Printed Name of Contractor's Authorized Agent
Shawn Howerton, MD

Title
Chief Executive Officer

Signature of Witness

Title

Executive Assistant

Printed Name of Witness

Date
8/30/21

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, MD
Agency/Organization

Chief Executive Officer
Title
8/30/21
Date

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

CONTRACT PROVIDER NAME: Sampson Home Health
CONTRACT NUMBER: 16
CONTRACT PERIOD: July 1, 2021 - June 30, 2022
PROVIDER'S FISCAL YEAR: January - December

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

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

Determination Factors	5 points	5 points
	Financial Assistance YES	Purchase of Service NO
Does the provider determine eligibility?		5
Does the provider provide administrative functions such as Develop program standards procedures and rules?		5
Does the provider provide administrative functions such as Program Planning?		5
Does the provider provide administrative functions such as Monitoring?		5
Does the provider provide administrative functions such as Program Evaluation?		5
Does the provider provide administrative functions such as Program Compliance?		5
Is provider performance measured against whether specific objectives are met?		5
Does the provided have responsibility for programmatic decision making?		5
Is the provider objective to carry out a public purpose to support an overall program objective?		5
Does the provider have to submit a cost report to satisfy a cost reimbursement arrangement?		5
Does the provider have any obligation to the funding authority other than the delivery of the specified goods/services?		5
Does the provider operate in a noncompetitive environment?		5
Does the provider provide these or similar goods and/or services only to the funding agency?		5
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]
Signature of Authorized Programmatic Individual

8/18/2021
DATE

[Signature]
Signature of Authorized Administrative Individual

August 17, 2021
DATE

Revised effective 7-1-2013

**Contract # 52 Fiscal Year Begins July 1, 2021 Ends June 30, 2022
Non-Emergency Medical Transportation**

This contract is hereby entered into by and between the Sampson County Department of Social Services (the "County") and Candii Homes (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or is 83-0409225 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, 2021 and shall terminate on June 30, 2022. 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 \$10,725.00 for the fiscal year. This amount consists of \$10,725.00 in Federal funds (CFDA #93.645), \$ 0. in State Funds, \$0. in County funds

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

The contributions from the Contractor shall be sourced from non-federal funds.

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	Rosalina Teel, Owner.	Name & Title	Rosalina Teel, Owner.
Company Name	Candii Homes	Company Name	Candii Homes
Street Address	404 East Powell Street	Street Address	404 East Powell Street
City State Zip	Clinton, NC 28328	City State Zip	Clinton, NC 28328
Telephone	910-592-4397		
Fax	910-592-4397		
Email	candiihomes@embarqmail.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.

Rosalina Teel 8/26/21
Signature Date

Rosalina Teel Owner
Printed Name Title

COUNTY Sarah W. Bradshaw 8-5-21
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 Owner
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 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 #52

Federal Tax Id. 83-0409225

A. CONTRACTOR INFORMATION

- Contractor Agency Name: Candii Homes
- If different from Contract Administrator Information in General Contract:
Address SAME
- Name of Program (s): Medicaid Transportation
- Status: Public Private, Not for Profit Private, For Profit
- Contractor's Financial Reporting Year July 1 through June 30

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 :

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

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

Negotiated County Rate - \$1.95 per reimbursable mile. Maximum reimbursement under this contract is \$10,725.00.

D. Number of units to be provided:

Estimated 5,500 reimbursable miles .

E. Details of Billing process and Time Frames:

Candii Homes 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. Candii Homes 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 Candii Homes.

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

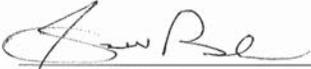
Sampson County, Chapel Hill, Dunn, Durham, Fayetteville, Goldsboro, Raleigh, Wilmington and other service areas in North Carolina.



Rosalina Teel

8/26/21

Date



Sarah W. Bradshaw

8-5-2021

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.

Rosalina Teel
Signature – Rosalina Teel

Owner
Title

Candii Homes
Agency/Organization

8/26/18
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:

Candii Homes
Name of Organization

Rosalina Teel
Rosalina Teel

8/26/21
Date

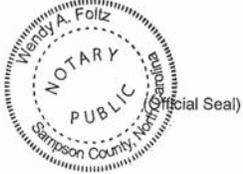
NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of Sampson

I, Wendy A. Foltz, Notary Public for said County and State, certify that Rosalina Teel personally appeared before me this day and acknowledged that he/she is Owner of Candii Homes 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 2021.

Sworn to and subscribed before me this 26th day of August, 2021



Wendy A. Foltz
Notary Public Signature

My Commission expires 7-27, 2025

**ATTACHMENT E
NO OVERDUE TAX DEBTS**

CANDII HOMES
404 East Powell Street
Clinton, NC 28328
(910) 592-4397

July 1, 2021

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

Certification:

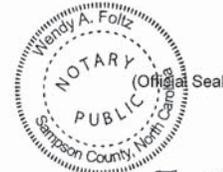
I certify that Candii Homes does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, state, or local level. I further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.)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

Sworn Statement:

Rosalina Teel, being duly sworn, say that I am the Owner of Candii Homes 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.

Rosalina Teel
Signature – Rosalina Teel

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



Wendy A. Foltz
Notary Public Signature

My Commission expires 7-27, 2025

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."

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 – Rosalina Teel

Candii Homes

 Agency/Organization

Owner

 Title

8/26/21

 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.

Rosalina Teel _____ Owner
Signature – Rosalina Teel Title

Candii Homes _____ 8/26/21
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, 2021, by and between Sampson County Department of Social Services ("Covered Entity") and Candii Homes ("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: Rosalina Teel
 Rosalina Teel
 Candii Homes

Date: 8/26/21

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)*.

Rosalina Teel
 Signature – Rosalina Teel

Owner _____
 Title _____

Candii Homes
 Agency/Organization

8/26/21
 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/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/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 1 felony.

Contractor's Name: Candii Homes

Contractor's Authorized Agent: Signature Rosalina Teel Date 8/26/21

Printed Name Rosalina Teel Title Owner

Witness: Signature _____ Date 8/26/21

Printed Name Janie M Butler Title Social Services Business Officer

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 program benefits 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

Contract #52
Candii Homes

- (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)).

Rosalina Teel _____ Owner
Signature – Rosalina Teel _____ Title

Candii Homes _____ 8/26/21 _____
Agency/Organization _____ Date

CONTRACT PROVIDER NAME: Candi Homes
CONTRACT NUMBER: 52
CONTRACT PERIOD: July 1, 2021 to June 30, 2022
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	5 points
	Financial Assistance YES	Purchase of Service NO
1 Does the provider determine eligibility?		5
2 Does the provider provide administrative functions such as Develop program standards procedures and rules?		5
3 Does the provider provide administrative functions such as Program Planning?		5
4 Does the provider provide administrative functions such as Monitoring?		5
5 Does the provider provide administrative functions such as Program Evaluation?		5
6 Does the provider provide administrative functions such as Program Compliance?		5
7 Is provider performance measured against whether specific objectives are met?		5
8 Does the provided have responsibility for programmatic decision making?		5
9 Is the provider objective to carry out a public purpose to support an overall program objective?		5
10 Does the provider have to submit a cost report to satisfy a cost reimbursement arrangement?		5
11 Does the provider have any obligation to the funding authority other than the delivery of the specified goods/services?		5
12 Does the provider operate in a noncompetitive environment?		5
13 Does the provider provide these or similar goods and/or services only to the funding agency?		5
14 Does the provide these or similar goods and/or services outside normal business operations?		5
TOTAL	0	70

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

FINANCIAL ASSISTANCE PURCHASE SERVICE

Andrew Be... _____ 8-5-2021 _____
Signature of County Authorized Person _____ DATE

Michelle... _____ 8/5/2021 _____
Signature of Authorized Administrative Individual _____ DATE

Revised effective 7-1-2013

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



Sampson County Finance Department
David K. Clack, Finance Officer

MEMORANDUM

TO: Board of Commissioners

FROM: David K. Clack, Finance Officer

DATE: August 26, 2021

SUBJECT: Public Auction of Surplus Property

Attached is a list of vehicles and other items that are no longer needed as well as unclaimed property that was held by the Sheriff's Department. We request that the Board adopt the attached resolution declaring these items surplus and directing staff to dispose of them at public auction.

The resolution designates Friday October 8, 2021, as the date of the surplus property auction. The location of the auction will be behind the Public Works building on Southeast Boulevard.

Sale of Sampson County Personal Property

WHEREAS, the Sampson County Board of Commissioners recognizes that personal property of Sampson County periodically becomes surplus and/or obsolete; it is hereby

RESOLVED, pursuant to G.S. 160a-270(b) that the following articles of personal property be declared surplus and are hereby ordered sold at public auction to the highest bidder for cash or approved check at the area behind the Sampson County Public Works Offices on Commerce Street, Clinton, North Carolina on October 8, 2021, at 9:30 A.M. All items shall be sold as is and where is. No warranty or guarantee, written or implied is offered.

RESOLVED FURTHER, all employees involved in conducting the sale, and the Board of County Commissioners are prohibited from purchasing any item or items herein listed to be sold.

RESOLVED FURTHER, that prior to said sale the property which is hereinafter listed shall be examined by all department heads and any items useful to such department will be removed from the list of items to be sold and shall be transferred to the inventory of the department expressing a need, therefore.

RESOLVED FURTHER, that the Sampson County Finance Officer is hereby authorized to conduct the public auction of the articles hereinafter described and is directed to make such advertising as required by law prior to said sale.

RESOLVED FURTHER, to hereby consent to allow the public auction to be performed by a licensed auctioneer.

The items of personal property which are subject to this resolution are vehicles and miscellaneous items of furniture, equipment, and supplies listed on the attached pages.

Surplus Vehicles

No.	Year	Make	Model	VIN #
1	1986	Chevrolet	Truck	1GCGD34J9GF365162
2	1994	Ford	Econoline Van	1FDJS34M5RHB63900
3	2001	Ford	GCII Bus	1FDXE45S71HB63616
4	2001	Dodge	Ram Van	2B6LB31Z81K546300
5	2002	Ford	Explorer	1FMZU72E72UA32206
6	2002	Dodge	Ram Van	2B7LB31Z12K114645
7	2002	Dodge	Ram Van	2B7LB31Z32K114646
8	2006	Ford	Expedition	1FMPU13556LA34311
9	2007	Ford	Crown Victoria	2FAFP71W97X104652
10	2007	Ford	Focus	1FAFP34N77W197159
11	2009	Dodge	Charger	2B3KA43T79H610846
12	2011	Chevrolet	Tahoe	1GNLC2E07BR275640
13	2014	Dodge	Charger	2C3CDXAT3EH145821
14	2014	Dodge	Charger	2C3CDXAT5EH145822
15	2014	Dodge	Charger	2C3CDXAT9EH145824
16	2014	Dodge	Charger	2C3CDXAT0EH145825
17	2014	Champion	E350 Van	1FDEE3FL3EDA65947
18	2014	Dodge	Charger	2C3CDXAT0EH367443
19	2014	Dodge	Charger	2C3CDXAT2EH367444
20	2014	Dodge	Charger	2C3CDXAT6EH367446
21	2014	Dodge	Charger	2C3CDXATXEH367448
22	2014	Dodge	Charger	2C3CDXAT8EH367450
23	2014	Dodge	Charger	2C3CDXAT2EH367802
24	2014	Dodge	Charger	2C3CDXAT6EH158840
25	2015	Dodge	Charger	2C3CDXAT8FH902021
26	2015	Chevrolet	Tahoe	1GNLC2EC5FR516370
27	2015	Dodge	Charger	2C3CDXAT0FH906841
28	2015	Chevrolet	Tahoe	1GNLC2ECXFR278712
29	2016	Champion	E350 Van	1FDEE3FL7GDC30692
30	2016	Champion	E350 Van	1FDEE3FL9GDC30693
31	2016	Champion	E350 Van	1FDEE3FL4GDC30696
32	2016	Dodge	Charger	2C3CDXAT3GH356701
33	2011	Dodge	Truck	1D7RV1GP1BS606244
34	1998	Ford	Econoline Van	1FBSS31L4WHC10015
35	2007	Dodge	Charger	2B3KA43H97H817716
36	2011	Chevrolet	Tahoe	1GNLC2E03BR273657
37	2012	Dodge	Charger	2C3CDXAT0CH133817
38	2012	Dodge	Charger	2C3CDXAT2CH133821
39	2012	Dodge	Charger	2C3CDXAT6CH133823
40	2012	Nissan	Pathfinder	5N1AR1NB2CC638372
41	2012	Nissan	Maxima	1N4AA5AP4CC869638
42	2014	Dodge	Charger	2C3CDXAT5EH362576
43	2014	Dodge	Charger	2C3CDXAT4EH367445
44	2015	Dodge	Charger	2C3CDXAT9FH902027
45	2015	Dodge	Charger	2C3CDXAT4FH906843
46	2016	Dodge	Charger	2C3CDXAT6GH297305
47	2003	Chevrolet	Truck	1GBHC24U93E272397

Surplus Vehicles

No.	Year	Make	Model	VIN #
48	2013	Chevrolet	Silverado	1GCRCPEA8DZ351927
49	2011	Dodge	Ram Truck	1D7RV1GPXBS606243

SURPLUS ITEMS

<u>Quantity</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Item Description</u>
1	Battery Pack (Rechargeable)	1	VCR
3	Cabinets	1	VHS Cam Corder
8	Calculators	1	Washing Machine
56	Chairs		
1	Copier		Other miscellaneous items & supplies
60	CPUs		
4	Desk		
5	Desk Cubicles		
1	Dryer		
1	Fax Machine		
9	File Cabinet		
1	Hanging File Rack		
1	Hole Punch		
3	Lap Top Computers		
1	Life Pak Defib		
1	Life Pak Trainer		
2	Life Pak Batteries		
200	Jerseys		
1	Key Box with Hooks		
8	Keyboards		
1	Lamp		
1	Letter Opener		
18	Mobile Phones		
46	Monitors		
2	Mouse		
1	Mower Bagger		
3	Overhead Projector		
3	Pitching Machine		
119	Printers		
7	Radios		
1	Refrigerator (Mini)		
2	Scales		
1	Recliners		
6	Scanners		
1	Shredder		
2	Speakers		
1	Stapler		
1	Table (Rolls)		
22	Telephones		
3	Televisions		
2	Typewriters		
2	USB Drives		

UNCLAIMED-SEIZED PROPERTY

<u>Quantity</u>	<u>Item Description</u>
1	Red Bucket Tool Bag
1	Tool Bag with Various Tools
1	Sprayer Motor
1	Craftsman Tool Box with Various Tools
1	Dewalt cases with saws and drills
1	Gray toolbox with various tools
1	Craftsman saw
1	Bosch drill bits
1	Craftsman wrench
1	Bully Dog car tester
1	Paint gun kit
1	Dewalt tools
1	Red and black tool bag with various tools
1	Tool bag with various tools and drills
1	Large black cables
1	Miller thunderbot welder
1	Murray 20" push mower
1	McCullough chain saw
2	Homelite weed eater
1	Craftsman edger
1	Leaf blower
1	Bolt cutters
1	Pruning shears
1	Coleman gas grill
1	Saxophone
1	Craftsman saw
1	Dewalt saw
1	Speakers
1	Printer
1	Paper Cutter
1	Rivet Gun
1	NC State golf bag with various golf clubs
1	Keyboard
1	Computer Monitor
1	TV
1	Chain Saw
1	Torro leaf blower
1	Air compressor
1	Acoustic Electric Guitar

Prepared by: Duke Energy Progress, LLC
Return to: Duke Energy Progress, LLC
Attn: Will Johnson
474 Charlie Watts Road
Maxton, NC 28364

Parcel # 12018020701

EASEMENT

State of North Carolina

County of Sampson

THIS EASEMENT (“**Easement**”) is made this ____ day of _____, 20____, from **COUNTY OF SAMPSON**, a body politic and corporate organized under the laws of the state of North Carolina (“**Grantor**”, whether one or more), to **DUKE ENERGY PROGRESS, LLC**, a North Carolina limited liability company (“**Grantee**”).

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, “**Facilities**”). Grantor is the owner of that certain property described in that instrument recorded in Deed Book 1592, Page 39, Sampson County Register of Deeds (“**Property**”). The Facilities may be both overhead and underground and located in, upon, over, along, under, through, and across a portion of the Property within an easement area described as follows: A strip of land thirty feet (30’) in uniform width for the overhead portion of said Facilities and a strip of land twenty feet (20’) in uniform width for the underground portion of said Facilities, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, along with an area ten feet (10’) wide on all sides of the foundation of any Grantee enclosure/transformer, vault and/or manhole, (hereinafter referred to as the “**Easement Area**”).

The rights granted herein include, but are not limited to, the following:

For Grantee’s Internal Use:
Work Order #: 41293443

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.
5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. The rights granted in this Easement include the right to install Facilities wherever needed on the Property to serve future development on the Property and neighboring lands. Portions of the Facilities may be installed immediately and other portions may be installed in the future as the need develops. Facilities installed in the future shall be installed at locations mutually agreeable to the parties hereto if they are to be located outside of the Easement Area. Upon any future installations of Facilities at mutually agreed locations, the Easement Area shall be deemed to include such future locations at the widths defined in this Easement.
9. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this ____ day of _____, 20_____.

COUNTY OF SAMPSON

a body politic and corporate organized under the laws of the state of North Carolina

Clark H. Wooten, Chairman of Board of Commissioners (SEAL)

Attest:

Susan J. Holder, Clerk to Board

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of _____ County, State of _____, certify that Susan J. Holder personally appeared before me this day and acknowledged that she is Clerk to Board of COUNTY OF SAMPSON, a body politic and corporate organized under the laws of the state of North Carolina, and that by authority duly given and as the act of said body, the foregoing EASEMENT was signed in its name by its Chairman of Board of Commissioners, sealed with its official seal, and attested by herself as its Clerk to Board.

Witness my hand and notarial seal, this ____ day of _____, 20_____.



Notary Public: _____

Commission expires: _____

CERTIFICATE OF SAMPSON COUNTY, NORTH CAROLINA

The undersigned _____ of the County of Sampson, North Carolina (the “Borrower”) hereby certifies as follows:

1. The Borrower and Truist Bank (“Truist”) previously entered into a Financing Agreement and Deed of Trust dated as of April 15, 2021 (the “Contract”), pursuant to which, among other things, Truist advanced funds to the Borrower and the Borrower granted a security interest in the Mortgaged Property (as defined in the Contract) for the benefit of Truist to secure such advance.

2. Pursuant to Section 7.03(e) of the Contract, so long as there is no Event of Default (as defined in the Contract), with the consent of Truist, the Borrower may at any time or times grant easements with respect to any part of the Mortgaged Property, upon receipt of (a) a copy of the instrument of grant, (b) a written request of the Borrower requesting such instrument, and (c) a certificate executed by the Borrower that the grant is not detrimental to the proper conduct of the operations of the Borrower at the Mortgaged Property and will not impair the effective use, nor decrease the value, of the Mortgaged Property.

3. The Borrower hereby requests that Truist consent to the Easement attached hereto as Exhibit A (the “Easement”) so that the Borrower may grant an easement on a portion of the Mortgaged Property to Duke Energy Progress, LLC.

4. The Borrower hereby certifies that no Event of Default exists under the Contract, and the grant of the Easement (a) is not detrimental to the proper conduct of the operations of the Borrower at the Mortgaged Property, and (b) will not impair the effective use, nor decrease the value, of the Mortgaged Property.

IN WITNESS WHEREOF, I have reviewed, executed and delivered this Certificate on this ___ day of _____, 2021.

Name:
Title:

Pursuant to Section 7.03(e) of the Contract, Truist hereby consents to the grant of the Easement.

TRUIST BANK

By: _____
Name: _____
Title: _____

EXHIBIT A

[attach Easement]

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 26, 2021
Subject: Disabled Veteran Exclusion
(GS 105-277.1c)

The attached disabled veteran exclusion application was received after June 1, 2021. After that date, the Board of Commissioners must approve the application.

The applicant is as follows:

Bruce Glenwood Owens

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 2, 2021.

Please put on the next Board of Commissioners consent agenda for their action.

August 2, 2021

Sampson County Board of Commissioners
Clinton, North Carolina 28328

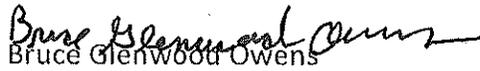
RE: Bruce Owens

Dear Commissioners:

I am an Honorably Discharged Veteran, who recently received my 100% permanent & total disability. My award was granted back to 05/01/2020. I did not realize that there was a time frame in which I had to submit my application. I understand that my request is not within the time frame set and ask that my application be considered.

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,


Bruce Glenwood Owens

67 Emerald Lane
Salemberg, NC 28385

185121
08-0133 947-01

723

NCDVA-9 (Rev. 08-09)

For best delivery to USDVA, filing this form with your local veteran's service office is recommended.

074

	State of North Carolina Certification for Disabled Veteran's Property Tax Exclusion (G.S. 105-277.10)	Sampson County Veterans Service Office COUNTY
SECTION 1	TO BE COMPLETED BY THE VETERAN OR THE SURVIVING SPOUSE WHO HAS NOT REMARRIED	

Bruce Glenwood Owens
NAME (Print or Type)

Bruce Glenwood Owens
DISABLED VETERAN'S FULL NAME (PRINT OR TYPE)

87 Emerald Lane
STREET ADDRESS OR P.O. BOX NUMBER

SURVIVING SPOUSE'S FULL NAME (PRINT OR TYPE)
(If Applicable)

Salemburg NC 28385
CITY STATE ZIP CODE

U.S. DEPT. OF VETERANS AFFAIRS
FILE NUMBER

VETERAN'S SOCIAL SECURITY NUMBER

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.

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.
Bruce D Owens
DISABLED VETERAN'S SIGNATURE DATE 10-05-2020

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.
SURVIVING SPOUSE'S SIGNATURE DATE 10-05-2020

SECTION 4 To be completed by the U.S. Department of Veterans Affairs

- Please check all that apply:
- A. Veteran does not meet either B, C, D, or E of the below criteria.
 - B. Veteran has a service-connected permanent and total disability that existed as of 05/01/2020
 - C. 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. Veteran died on _____ and had a service-connected permanent and total disability at death.
 - E. 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) Honorable Under Other than Honorable Conditions Under Honorable Conditions

(SIGNATURE OF USDVA CERTIFYING OFFICIAL) Christopher Warguez
DATE 10/14/2020

PRINTED NAME OF USDVA CERTIFYING OFFICIAL Assistant Veterans Service Center Manager

TITLE OF USDVA CERTIFYING OFFICIAL NOTE: Stamped Signature by USDVA Official on this form has been authorized by Director, VA Regional Office, Winston-Salem, NC.

NC Division of Veterans Affairs authorizes the NC Department of Revenue and any County Tax Office to use this form as needed.

On 35-051012020

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 26, 2021
Subject: Disabled Veteran Exclusion
(GS 105-277.1c)

The attached disabled veteran exclusion application was received after June 1, 2021. After that date, the Board of Commissioners must approve the application.

The applicant is as follows:

Allen Lynn Spell

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 28, 2021.

Please put on the next Board of Commissioners consent agenda for their action.

July 28, 2021

Sampson County Board of Commissioners
Rowan Road
Clinton, North Carolina 28328

RE: Allen Lynn Spell

Dear Commissioners:

I am a Total and Permanently Disabled Honorably Discharged Veteran that served in the Military. I am receiving Veterans Compensation from the Department of Veterans Affairs for disabilities that occurred while in service. I was awarded benefits from the VA because of my disabilities that occurred during my service in Iraq. I became aware of the Application for the Property Tax Exclusion for Disabled Veteran's through the Sampson County Veterans Office in Clinton recently. I submitted my application through the Regional Office in Winston-Salem, NC. I am requesting the Sampson County Commissioners to please accept this application and grant me the Tax Exclusion on my County Property Tax for the year 2021.

Thank you for your consideration and I wait anxiously for your decision.

Sincerely,



Allen Lynn Spell
879 Welcome School Road
Autryville, North Carolina 28318

30013

02-0124046-02

Net # 3015
02-01040400

074

NGDVA-9
(Rev. 08-09)

For best delivery to USDVA, filling this form with your local veteran's service office is recommended.

	State of North Carolina Certification for Disabled Veteran's Property Tax Exclusion (G.S. 105-277.1C)	Sampson County Veterans Service Office COUNTY
--	---	---

SECTION 1 TO BE COMPLETED BY THE VETERAN OR THE SURVIVING SPOUSE WHO HAS NOT REMARRIED

Allen Lynn Spell NAME (Print or Type)	Allen Lynn Spell DISABLED VETERAN'S FULL NAME (PRINT OR TYPE)
879 Welcome School Road STREET ADDRESS OR P.O. BOX NUMBER	SURVIVING SPOUSE'S FULL NAME (PRINT OR TYPE) (If Applicable)
Autryville NC 28310 CITY STATE ZIP CODE	

U.S. DEPT. OF VETERANS AFFAIRS
JMBER

VETERAN'S SOCIAL SECURITY NUMBER

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.

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.

[Signature] 07-12-2021
DISABLED VETERAN'S SIGNATURE DATE

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.

07-12-2021
SURVIVING SPOUSE'S SIGNATURE DATE

SECTION 4 To be completed by the U.S. Department of Veterans Affairs

- Please check all that apply:
- A. Veteran does not meet either B, C, D, or E of the below criteria.
 - B. Veteran has a service-connected permanent and total disability that existed as of 11/25/2020
 - C. 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. Veteran died on _____ and had a service-connected permanent and total disability at death.
 - E. 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) Honorable Under Other than Honorable Conditions
 Under Honorable Conditions

[Signature] 07/16/21
SIGNATURE OF USDVA CERTIFYING OFFICIAL DATE

Christopher Warquez
PRINTED NAME OF USDVA CERTIFYING OFFICIAL
Assistant Veterans Service Center Manager
TITLE OF USDVA CERTIFYING OFFICIAL

NOTE:
Stamped Signature by USDVA Official on this form has been authorized by Director, VA Regional Office, Winston-Salem, NC.

NC Division of Veterans Affairs authorizes the NC Department of Revenue and any County Tax Office to use this form as needed.

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

P. O. BOX 1082 - CLINTON, NORTH CAROLINA 28329-1082

09688

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 Melissa Boney 2020 in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2020</u>	\$ <u>157.58</u>
	\$
	\$
	\$
	\$
	\$
TOTAL REFUND	\$ <u>157.58</u>

These taxes were assessed through clerical error as follows.

Bill # 0058367452
late # Redss
vehicle: 2020 ~~Nissan~~ Chev Colorado
Vehicle sold
Plate turned in

60² County Tax 140.54
School Tax _____
719 Fire Tax 17.04
City Tax _____
TOTAL \$ 157.58

Mailing Address.

Melissa Boney
104 Boone Rd
Clinton NC 28328

Yours very truly

X Melissa Boney
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

09683

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 Jeffrey Shipp
_____ in _____ Township, Sampson County, for
the year(s) and in the amount(s) of:

YEAR	
<u>2020</u>	\$ <u>396.23</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>396.23</u>

These taxes were assessed through clerical error as follows.

Bill # 0059281279
Plate # KF ~~7281~~
Plate Turn In
2020 Ford F250
Vehicle Sold

602 County Tax	<u>305.50</u>
501 School Tax	<u>53.70</u>
F19 Fire Tax	<u>37.03</u>
City Tax	_____
TOTAL \$	<u>396.23</u>

Mailing Address.

Jeffrey A. Shipp
122 Green Turtle Lane
Carolina Beach, NC 28428

Yours very truly

Jeffrey A. Shipp
Taxpayer

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

09684

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 David Charles Schulte in Halls Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2020</u>	\$ <u>145.49</u>
<u>2020</u>	\$ <u>181.52</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>327.01</u>

These taxes were assessed through clerical error as follows.

0049663515 2020 2020 0000 00
ROOSKIES
Tag turned in, sold
2019 Ford TK

G02	County Tax	292.34 <u>301.44</u>
	School Tax	_____
F08	Fire Tax	25.57 <u>25.57</u>
	City Tax	_____
	TOTAL \$	<u>327.01</u>

0059631103 2020 2020 0000 00
TPB4284
Tag turned in, sold
2017 Lexus RC-F

Mailing Address.

David Charles Schulte
1200 Shipp Rd
Clinton NC 28328

Yours very truly


Taxpayer

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

09686

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 Dale Parrish
_____ in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2020</u>	\$ <u>170.70</u>
	\$
	\$
	\$
	\$

TOTAL REFUND \$ 170.70

These taxes were assessed through clerical error as follows.

Bill # 0047429673
Plate # YCT8051
2019 Nissan Trk.
Vehicle Sold
Plate Surr.

60² County Tax 116.87
School Tax _____
Fire Tax _____
50⁶ City Tax 53.83
TOTAL \$ 170.70

Mailing Address.

Dale Parrish

406 Raleigh St

Newton Grove NC 28366

Board Approved _____
Date _____ Initials _____

Yours very truly

Dale Parrish
Taxpayer

X Social Security # _____

RECOMMEND APPROVAL

Jim Johnson
Sampson County Tax Administrator

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

P. O. BOX 1082 - CLINTON, NORTH CAROLINA 28329-1082

09685

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 Ronnie S. Strickland
_____ in Honeycutt Township, Sampson County, for
the year(s) and in the amount(s) of:

YEAR	
<u>2020</u>	\$ <u>195.72</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>195.72</u>

These taxes were assessed through clerical error as follows.

Surrendered Tg. YN2638
Vehicle in Business name
2020 GMC

County Tax	<u>174.56</u>
School Tax	_____
Fire Tax	<u>21.16</u>
City Tax	_____
TOTAL \$	<u>195.72</u>

Mailing Address.

Ronnie S Strickland
X P.O. Box 516
SALEM BURG, N.C. 28385

Yours very truly

X Ronnie Strickland
Taxpayer

† 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

09639

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 Kaylin Rose Prestige in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2020</u>	\$ <u>329.76</u>
	\$
	\$
	\$
	\$

TOTAL REFUND \$ 329.76

Bill # 0059714868
Plate # JCW9349
Tags now
in Out of state
Florida
2021 Audi
tag surr.

These taxes were assessed through clerical error as follows.

60% County Tax 329.76
 School Tax _____
 Fire Tax _____
 City Tax _____
 TOTAL \$ 329.76

Mailing Address.

925 W. Smith St.
Orlando, FL 32804

Yours very truly

X Kaylin Rose Prestige
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

09660

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 Thomas Leval Jackson in Honeycutt Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2020</u>	\$ <u>109.61</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

TOTAL REFUND \$ 109.61

These taxes were assessed through clerical error as follows.

00164528052020 0000 00
THE1582
Tag turned in
2010 Ford LGT Convrtl "F" TK
Vehicle sold

GO County Tax 80.38
School Tax _____
Fire Tax _____
CO8 City Tax 29.23
TOTAL \$ 109.61

Mailing Address.

Thomas Leval Jackson
P.O. Box 538
Salemberg, N.C. 28385

Yours very truly

Thomas Leval Jackson
Taxpayer

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

09654

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 John Withers Donaldson Jr in South Clinton Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2019</u>	\$ <u>142.42</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

TOTAL REFUND \$ 142.42

These taxes were assessed through clerical error as follows.

0047651769 201920190000 00
Tag turned in
CAX 6725
2019 Jeep Wrangler Unl Sport Utility
Registered in VA

G02	County Tax	<u>109.81</u>
S01	School Tax	<u>19.30</u>
F19	Fire Tax	<u>13.31</u>
	City Tax	_____
TOTAL \$		<u>142.42</u>

Mailing Address.

John Withers Donaldson, Jr.

* 67 Sunset Dr.

* Clarksville, Va. 23927-9146

Yours very truly

* John W. Donaldson Jr
Taxpayer

* Social Security # _____

RECOMMEND APPROVAL:

[Signature]
Sampson County Tax Administrator

Board Approved _____
Date Initials

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

P. O. BOX 1082 - CLINTON, NORTH CAROLINA 28329-1082

09646

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 Emma Grace Armstrong in Little Coharie Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
2021	\$ 109.02
	\$
	\$
	\$
	\$
	\$
TOTAL REFUND	\$ 109.02

These taxes were assessed through clerical error as follows.

DD61871638 2021 2021 0000 00

PEZ7985

2016 Jeep

1C4NJCEB7GDL64488

Military Exemption
State of Residence - OR

G02 County Tax 98.84

School Tax

F14 Fire Tax 10.18

City Tax

TOTAL \$ 109.02

Mailing Address.

Emma Grace Armstrong

2310 Gunston Crt.

Fayetteville NC, 20303

Board Approved

Date

Initials

Yours very truly



* Taxpayer

* Social Security #

RECOMMEND APPROVAL



Sampson County Tax Administrator

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

P. O. BOX 1082 - CLINTON, NORTH CAROLINA 28329-1082

09652

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 James William Lynch in North Clinton Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2020</u>	\$ <u>137.17</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

TOTAL REFUND \$ 137.17

These taxes were assessed through clerical error as follows.

002397566700002020000000
0611CU
Tag turned in
2014 Nissan Frontier TK
Vehicle sold

G02	County Tax	<u>82.60</u>
S01	School Tax	<u>14.52</u>
	Fire Tax	_____
C02	City Tax	<u>40.05</u>
	TOTAL \$	<u>137.17</u>

Mailing Address.

James William Lynch
902 WALKING STICK TRAIL
CLINTON N.C. 28328

Yours very truly

James W. Lynch
Taxpayer

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

09637

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 Ram P Neupane in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

	YEAR		
2018 Toyt	<u>2020</u>	\$	<u>127.67</u>
2020 Toyt	<u>2020</u>	\$	<u>145.41</u>
		\$	
		\$	
		\$	

TOTAL REFUND \$ 273.08

These taxes were assessed through clerical error as follows.

Reg out of state OHIO

Surrendered Tag

2018 Toyota Tag # PLF8969

2020 Toyota Tag # HER9361

Co2	County Tax	<u>228.13</u>
301	School Tax	<u>17.30</u>
FI9	Fire Tax	<u>27.65</u>
	City Tax	<u> </u>
	TOTAL \$	<u>273.08</u>

Mailing Address.

Ram P. Neupane
4767 Galton Ct
Apt # 1A
Columbus, OH 43220

Yours very truly

X [Signature]
Taxpayer

Board Approved _____
Date _____ Initials _____

X Social Security # _____
RECOMMEND APPROVAL:
[Signature]
Sampson County Tax Administrator

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

P. O. BOX 1082 - CLINTON, NORTH CAROLINA 28329-1082

09658

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 Amy Rose
_____ in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2020</u>	\$ <u>168.04</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>168.04</u>

These taxes were assessed through clerical error as follows.

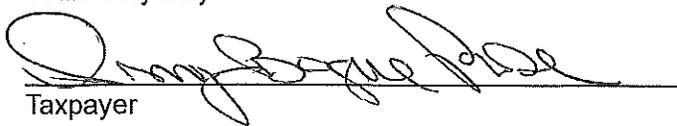
Bill # 0034603308
Plate # BZ85751
Plate Turn In - Sold
2017 Keys CT

602 County Tax	<u>101.19</u>
501 School Tax	<u>17.79</u>
Fire Tax	_____
602 City Tax	<u>49.06</u>
TOTAL \$	<u>168.04</u>

Mailing Address.

403 Inverness Rd
Clinton, NC 28328

Yours very truly


Taxpayer

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

09672

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 Genia Newkirk
_____ in _____ Township, Sampson County, for
the year(s) and in the amount(s) of:

YEAR	
<u>2020</u>	\$ <u>197.61</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>197.61</u>

These taxes were assessed through clerical error as follows.

Bill # 0060095627
Plate # PD5437
Plate Turn In- Sold
2019 Volv MP

602 County Tax 182.16
School Tax _____
F08 Fire Tax 15.45
City Tax _____
TOTAL \$ 197.61

Mailing Address.

897 Golden Plum LN
Zebulon NC 27597

Yours very truly

Genia Newkirk
Taxpayer

Social Security # _____

RECOMMEND APPROVAL:

[Signature]
Sampson County Tax Administrator

Board Approved _____
Date _____ Initials _____

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

P. O. BOX 1082 - CLINTON, NORTH CAROLINA 28329-1082

09669

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 Stephen + Kaylynn Brown in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2020</u>	\$ <u>312.47</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

TOTAL REFUND \$ 312.47

These taxes were assessed through clerical error as follows.

Bill #0060907252
Plate # 707PDV
Plate Turn In, Repassessed
2020 Ford MP

~~002~~ County Tax 312.47
School Tax _____
Fire Tax _____
City Tax _____
TOTAL \$ 312.47

Mailing Address.

30 Scott Place Ln
Clinton NC 28328

Yours very truly

Kaylynn Brown
Taxpayer

Social Security # _____

RECOMMEND APPROVAL

[Signature]
Sampson County Tax Administrator

Board Approved _____
Date _____ Initials _____

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

P. O. BOX 1082 - CLINTON, NORTH CAROLINA 28329-1082

09667

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 Gregory F. Bradshaw in Piney Grove Township, Sampson County, for the year(s) and in the amount(s) of: 13051820002

YEAR	
<u>2020</u>	\$ <u>1,328.86</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

TOTAL REFUND \$ 1,328.86

These taxes were assessed through clerical error as follows.

Remapped per being on Sampson-Duplin County line.
Taxed on full amount in both counties. 3.009 acres in Sampson County.

County Tax 1,218.13
 School Tax _____
 Fire Tax 110.73
 City Tax _____
 TOTAL \$ 1,328.86

Mailing Address.

283 Bradshaw Crow Rd.
Faison, NC 28341

Yours very truly

Gregory F. Bradshaw
Taxpayer

Social Security # _____

RECOMMEND APPROVAL:

[Signature]
Sampson County Tax Administrator

Board Approved _____
Date _____ Initials _____



Bill Information

- Original Bill
- Reprint
- Garnish
- Preferences
- Diagnostics

Year	Category	Number
2020	RE-R	34279

Notes/Alerts

JAN 1 Owner: BRADSHAW, GREGORY F.

- Special Conditions/Notes
- View prior unpaid bills
- View ancestor prior unpaid bills

Effective Date

Due 08/26/2021

Billed Item Information

Year_Parcel	2020_13051820002	View Source
Owner of record's customer number	189259	
Owner of record's name	BRADSHAW, GREGORY F.	

Installments Charges History Events Audits

Installment	Due Date	Billed	Abt/Adj	Pmt/Crd	Unpaid	Interest Paid	Interest Due	Total Due
1	09/01/2020	1,560.98	0.00	1,560.98	0.00	0.00	0.00	0.00
Totals:		1,560.98	0.00	1,560.98	0.00	0.00	0.00	0.00



Chgs/Taxes

Values

Inquiry

Parcel Information

Year Bill Tax year(s)

Parcel

Alt

Street Unit

Juris Class Status

Subdiv Zone

fam SIC Exempt

SF Bk/pg

Acres Date

Ownership Information

Name1

Name2

Owner SSN Add'l names

DBA Own

JAN 1 Owner: BRADSHAW, GREGORY F.

Lender Acct Serv

Legal Description

Assessment Values

	Prev year	This year
Land val	173,443	173,443
Bldg val		
Pers val		
Gross	173,443	173,443
Spec assmnt bal		.00
Curr land use		
Curr val exem		
Curr taxable		173,443

Taxes/Abatements/Exemptions/Prelim Adjustments

Charge	Rate	Amount
F17	0.075000	130.08
G01	0.825000	1430.90
Exemption Date Amount		

Totals

Taxes	1,560.98
Exempt/abated	.00
Net taxes	1,560.98

Display charges and taxes for the current record.

OVR

PIN #: 2541-#014 SAMPSON CO, NC - Property Card Printed: 08/26/21 Card: 1 of 0 Appraiser: DLC

Ownership: 189259
 BRADSHAW, GREGORY F.
 283 BRADSHAW CROW RD
 FAISON NC 28341

SITUS:
 ADAMS RD

Deeded Acres: 61.61
Legal Description:
 Adams Rd

Subd:
Nbhd: P Paved Road

Parcel: A average	Sale Dt	I	S	Price	Db/Pg	Valid. Code
Fronting:	02/20/19	D	1		2024/662	VALID SALE
Location:	06/11/07	D			1672/758	
Parking:	03/16/94	D			1178/355	
Utility: E electric;	No Valid Sale					
Zoning:						

Sketch Vectors
Vector

Improvement Description: AG						Assessment: 2020	
Story:	FP Stacks:	Bsmt:	Phys Cond:	% Complete:	Method:	COST APPROACH	
Class:	Openings:	BSMT Gar:	CDU:	Grade:	Land:	\$173,443	Excluded:
Ext Wall:	Prefab FP:	Attic:	Over Depr Tb:	C&D Fact:	BLDG:	\$0	Ag Use:
Yr Blt:	Rooms:	Baths:	Funct Dep %:	C&D Desc:	Market:	\$173,443	SWF:
Eff Year:	Bedrooms:	Half:	Funct Desc:	TV/SF	Deferred:	\$0	
Heating:	Unfin Area:	Extra Fixt:	Econ Dep%:	SP/SF	Exempt:	\$0	
Fuel:	Fin Bsmt Area:	Misc 1:	Econ Desc:	RCN/SF	Taxable:	\$173,443	
System:	Rec Room Area:	Misc 2:	N-Fact:	RCNLD/SF			

D W E L L A D D N S	L#	Low	1st	2nd	3rd	Description	Area	Value(RCN)	Yr Bt	EfYr Bt	Grd	CDU	%Gd	Table	% Cmp	RCNLD	Entrances	
																		Revisit:
																	Reason:	
																	<u>Appr</u>	<u>Date</u>
																	<u>Code</u>	<u>Rev2</u>
																	Building Permit	
																	<u>Date</u>	<u>Permit #</u>
																	<u>Permit \$</u>	<u>CO Date</u>
																	<u>Flg</u>	



We are continually editing our maps to improve accuracy of position and information. This information should not be relied upon by anyone as a determination of the location, ownership, or market value of property. Always refer to the recorded deed for all legal purposes. Use of this web site indicates your acceptance of these terms.

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 Wendy + James Melvin in McDaniels Township, Sampson County, for the year(s) and in the amount(s) of:

Year	
<u>2021</u>	\$ <u>258.46</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total Release/Adjustment	\$ _____

County Tax	\$ <u>234.32</u>
School Tax	\$ _____
Fire Tax	\$ <u>24.14</u>
City Tax	\$ _____
Total	\$ <u>258.46</u>

The taxes were assessed through clerical error or an illegal tax as follows:

Parent was not deactivated after split.
 Tax Parcel 09012016702 (4.1 Acres)

Taxpayer: James + Wendy Melvin

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 Squires Land Co. in Franklin Township, Sampson County, for the year(s) and in the amount(s) of: 03095088501

Year	<u>2021</u>	\$ <u>590.52</u>
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
Total Release/Adjustment		\$ <u>590.52</u>

60% County Tax	\$ <u>526.68</u>
School Tax	\$ _____
^{F09} Fire Tax	\$ <u>63.84</u>
City Tax	\$ _____
Total	\$ <u>590.52</u>

The taxes were assessed through clerical error or an illegal tax as follows:

Acreege corrected and remapped per being on Sampson/Pender County line.

Taxpayer: Squires Land Co
 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 Elvie J. Newkirk in S. Clinton Township, Sampson County, for the year(s) and in the amount(s) of: 15-0038063-04

Year	<u>2021</u>	\$ <u>381.39</u>
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
Total Release/Adjustment		\$ _____

^{col} County Tax	\$ <u>340.16</u>
School Tax	\$ _____
^{FR} Fire Tax	\$ <u>41.23</u>
City Tax	\$ _____
Total	\$ <u>381.39</u>

The taxes were assessed through clerical error or an illegal tax as follows:

ROD did not give Tax Office deed with days work that took home → remainder of land to DOT. (2031/197)

Taxpayer: Elvie J. Newkirk

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 Mercedito Juanita, LLC in North Clinton Township, Sampson County, for the year(s) and in the amount(s) of:

Year		
	<u>2021</u>	\$ <u>321.95</u>
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
Total Release/Adjustment		\$ _____

<u>60¢</u> County Tax	\$ <u>193.87</u>
<u>50¢</u> School Tax	\$ <u>34.08</u>
Fire Tax	\$ _____
<u>60¢</u> City Tax	\$ <u>94.00</u>
Total	\$ <u>321.95</u>

The taxes were assessed through clerical error or an illegal tax as follows:

Billed in Error. BPP
Acct # 202023
Bill # 3822

Taxpayer:

Juanita Mercedito

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 Tracy L Naylor

in Little Coharie Township, Sampson County, for the year(s) and in the

amount(s) of: 08018810901

Year	<u>2021</u>	\$	<u>596.17</u>
		\$	
		\$	
		\$	
		\$	
		\$	
Total Release/Adjustment		\$	<u>596.17</u>

<u>601</u>	County Tax	\$	<u>540.48</u>
	School Tax	\$	
<u>F14</u>	Fire Tax	\$	<u>55.69</u>
	City Tax	\$	
	Total	\$	<u>596.17</u>

The taxes were assessed through clerical error or an illegal tax as follows:

DW sold in 2020 per DMV records -

Taxpayer: Tracy Naylor

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 Jackson + Honeycutt Farms

in Mingo Township, Sampson County, for the year(s) and in the

amount(s) of: Parcel 10004134103

Year		\$	
<u>2021</u>		\$	<u>482.28</u>
		\$	
		\$	
		\$	
		\$	
Total Release/Adjustment		\$	<u>482.28</u>
	<u>62/</u> County Tax	\$	<u>430.42</u>
	F06-6% Fire Tax	\$	<u>2.82</u>
	F07-65% Fire Tax	\$	<u>33.91</u>
	F20-29% Fire Tax	\$	<u>15.13</u>
	Total	\$	<u>482.28</u>

The taxes were assessed through clerical error or an illegal tax as follows:

Billed w/out land use in 2021 - Owner did apply
See attached sheet

Taxpayer: Jackson + Honeycutt Farms

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 Stephanie Boretich Williams + others

in N. Clinton Township, Sampson County, for the year(s) and in the

amount(s) of:

Year	<u>2021</u>	\$ <u>338.52</u>
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____

Total Release/Adjustment \$ 338.52

⁶⁰¹ County Tax	\$ <u>261.01</u>
⁵⁰¹ School Tax	\$ <u>45.87</u>
^{Fla} Fire Tax	\$ <u>31.64</u>
City Tax	\$ _____
Total	\$ <u>338.52</u>

The taxes were assessed through clerical error or an illegal tax as follows:

12-0586881-01 was comb. w/ 12-0080740-02
 " was not deactivated,

Taxpayer: Melissa A. Boretich + other

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 LPC Transport in North Clinton Township, Sampson County, for the year(s) and in the amount(s) of: Acct # 20895

Year	<u>2020</u>	\$ <u>187.25</u>
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
Total Release/Adjustment		\$ _____

<u>60%</u> County Tax	\$ <u>102.51</u>	(late 10.25)
<u>50%</u> School Tax	\$ <u>18.02</u>	(late 1.80)
Fire Tax	\$ _____	
<u>Co2</u> City Tax	\$ <u>49.70</u>	(late 4.97)
Total	\$ <u>170.23 + 17.02 = 187.25</u>	

The taxes were assessed through clerical error or an illegal tax as follows:

Company has been out of business since 2016.

Taxpayer:

LPC Transport

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 Alvin Earl Benton, Sr. in McDaniel Township, Sampson County, for the year(s) and in the amount(s) of: 09008020007

Year	<u>2021</u>	\$ <u>104.52</u>
		\$ _____
		\$ _____
		\$ _____
		\$ _____
Total Release/Adjustment		\$ <u>104.52</u>

<u>601</u> County Tax	\$ <u>93.22</u>
School Tax	\$ _____
<u>F22</u> Fire Tax	\$ <u>11.30</u>
City Tax	\$ _____
Total	\$ <u>104.52</u>

The taxes were assessed through clerical error or an illegal tax as follows:

Paying on lace homesite in error.
Should be cropland.

Taxpayer:

Alvin E. Benton Sr

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 Daniel Payton + Kimberly Hodges McPhail

in Dismal Township, Sampson County, for the year(s) and in the

amount(s) of:

Year	<u>2021</u>	\$ <u>216.99</u>
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____

Total Release/Adjustment \$ 216.99

<u>601</u> County Tax	\$ <u>193.53</u>
School Tax	\$ _____
<u>170</u> Fire Tax	\$ <u>23.46</u>
City Tax	\$ _____
Total	\$ <u>216.99</u>

The taxes were assessed through clerical error or an illegal tax as follows:

Unknown value change in system,
02-0137827-01

Taxpayer: Daniel + Kimberly McPhail

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 Edna Earle Sutton in Piney Grove Township, Sampson County, for the year(s) and in the amount(s) of: 13098092005

Year	<u>2021</u>	\$ <u>250.73</u>
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
Total Release/Adjustment		\$ <u>250.73</u>

<i>gal</i> County Tax	\$ <u>250.73</u>
School Tax	\$ _____
Fire Tax	\$ _____
City Tax	\$ _____
Total	\$ <u>250.73</u>

The taxes were assessed through clerical error or an illegal tax as follows:

Unmapped and no deed found per research done by Attny Alison Carr.

Taxpayer: Edna Earle 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 JFC Partnership, LLC in Honeycutt Township, Sampson County, for the year(s) and in the amount(s) of:

Year	
<u>2021</u>	<u>\$ 1,470.20</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total Release/Adjustment	\$ _____

County Tax	<u>\$ 1,311.20</u>
School Tax	\$ _____
Fire Tax	<u>\$ 158.94</u>
City Tax	\$ _____
Total	<u>\$ 1,470.20</u>

The taxes were assessed through clerical error or an illegal tax as follows:

Karen McLamb - 196565
Rebill Parcel to Correct Owner

Taxpayer: Karen McLamb

Tax Administrator: *Jim Shum*

Board Approved: _____
 Date Initials

DATE 8-2-2021

ACCOUNT # 196665 TOWNSHIP Honeycutt

NAME JFC Partnership, LLC
(Last) (First) (Middle)

PARCEL # 06003247901

REASON FOR DISCOVERY / AFTERLIST

PERSONAL PROPERTY NOT LISTED

REAL ESTATE NOT LISTED (DISCOVERY)

REAL ESTATE REBILLED TO CORRECT LISTING

NOT BILLED IN INITIAL BILLING

REBILLED TO PICKUP OR DELETE ADDITIONAL CODES

PUV ROLLBACK BILL

OTHER _____

WHAT YEAR IS THIS BILL FOR? 2021

VALUE TO BE BILLED 158,941

CODES TO BE BILLED G01; F16

* PERSON WHO WROTE UP THIS BILLING K Davis

KEYED _____



Original Bill

Reprint

Garnish

Preferences

Diagnostics

Bill Information

Year	Category	Number
2021	RE-R	11285

Notes/Alerts

JAN 1 Owner: MCLAMB, KAREN

Special Conditions/Notes

View prior unpaid bills

View ancestor prior unpaid bills

Effective Date

Due 08/02/2021

Billed Item Information

Year_Parcel	2021_06003247901	View Source
Owner of record's customer number	196565	
Owner of record's name	MCLAMB, KAREN	

Installments Charges History Events Audits

Installment	Due Date	Billed	Abt/Adj	Pmt/Crd	Unpaid	Interest Paid	Interest Due	Total Due
1	09/01/2021	1,470.20	-1,470.20	0.00	0.00	0.00	0.00	0.00
Totals:		1,470.20	-1,470.20	0.00	0.00	0.00	0.00	0.00



Chgs/Taxes

Values

Inquiry

Parcel Information

Year	2021	Bill	11285	Tax year(s)	2021
Parcel	06-0032479-01				
Alt	1456-#075				
Street	1852		Unit		
BONNETSVILLE RD					
Juris	06	Class	AG	Status	A
Subdiv		Zone		List	L
# fam		SIC		Exempt	N
SF	65340	Bk/pg	2076/871		
Acres	1.500	Date	11/13/2020		

Ownership Information

Name1	MCLAMB, KAREN		
Name2			
Owner SSN	245846325		Add'l names <input type="checkbox"/> N
DBA			Own <input type="checkbox"/>
JAN 1 Owner: MCLAMB, KAREN			
Lender		Acct	
		Serv	

Legal Description

1852 BONNETSVILLE RD

Assessment Values

	Prev year	This year
Land val	17,035	17,035
Bldg val	141,906	141,906
Pers val		
Gross	158,941	158,941
Spec assmnt bal		.00
Curr land use		
Curr val exem		
Curr taxable		158,941

Taxes/Abatements/Exemptions/Prelim Adjustments

Charge	Rate	Amount
F16	0.100000	158.94
G01	0.825000	1311.26
Exemption	Date	Amount
ABT	08/02/2021	-1470.20

Totals
Taxes
1,470.20
Exempt/abated
-1,470.20
Net taxes
.00

Display charges and taxes for the current record.

OVR

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 William Keith Thornton in Halls Township, Sampson County, for the year(s) and in the amount(s) of: 04082360003

Year	<u>2021</u>	\$	<u>3,304.26</u>
		\$	
		\$	
		\$	
		\$	
Total Release/Adjustment		\$	<u>3,304.26</u>
	<u>pol</u> County Tax	\$	<u>3,045.83</u>
	School Tax	\$	
	<u>F08</u>		
	Fire Tax	\$	<u>258.43</u>
	City Tax	\$	
	Total	\$	<u>3,304.26</u>

The taxes were assessed through clerical error or an illegal tax as follows:

Parent tract was not deactivated after split.

Taxpayer: William Keith Thornton

Tax Administrator: [Signature]

Board Approved: _____

Date Initials

PIN #: 2419-#060 SAMPSON CO, NC - Property Card Printed: 08/26/21 Card: 1 of 1 Appraiser: BG

Ownership: 149567
 THORNTON, WILLIAM KEITH
 575 PANHANDLE RD
 FAISON NC 28341

SITUS:
 KEENER RD

Deeded Acres: 57.23
Legal Description:
 Keener Rd

Subd:
Nbhd: P Paved Road

Parcel: Fair	Sale Dt	I	S	Price	Db/Pq	Valid Code
Fronting:	11/13/13	DEE	1		1875/30	RELATED
Location:	09/18/13	DEE	1		1870/278	RELATED
Parking:	01/07/04	D			1523/154	
Utility: W water; T septic tank	No Valid Sale					
Zoning:						

Sketch Vectors
Vector

Improvement Description: AG					Assessment: 2021	
Story:	FP Stacks:	Bsmt:	Phys Cond:	% Complete:	Method:	COST APPROACH
Class:	Openings:	BSMT Gar:	CDU:	Grade:	Land:	\$353,526 Excluded:
Ext Wall:	Prefab FP:	Attic:	Over Depr Tb:	C&D Fact:	BLDG:	\$15,666 Ag Use:
Yr Blt:	Rooms:	Baths:	Funct Dep %:	C&D Desc:	Market:	\$369,192 SWF:
Eff Year:	Bedrooms:	Half:	Funct Desc:	TV/SF	Deferred:	\$0
Heating:	Unfin Area:	Extra Fixt:	Econ Dep%:	SP/SF	Exempt:	\$0
Fuel:	Fin Bsmt Area:	Misc 1:	Econ Desc:	RCN/SF	Taxable:	\$369,192
System:	Rec Room Area:	Misc 2:	N-Fact:	RCNLD/SF		

D W E L L A D D N S	L#	Low	1st	2nd	3rd	Description	Area	Value(RCN)	Yr Bt	Eff Yr Bt	Grd	CDU	%Gd	Table	% Cmp	RCNLD	Entrances				
																		Revisit:			
																	Reason:				
																	<u>Appr</u>	<u>Date</u>	<u>Code</u>	<u>Rev2</u>	
																	Building Permit				
																	<u>Date</u>	<u>Permit #</u>	<u>Permit \$</u>	<u>CO Date</u>	<u>Flg</u>



Original Bill

Bill Information

Year Category Number
 2021 RE-R 9134

Reprint

Notes/Alerts

JAN 1 Owner: THORNTON, WILLIAM KE

Garnish

Preferences

Special Conditions/Notes

Diagnostics

View prior unpaid bills

View ancestor prior unpaid bills

Effective Date

Due 08/26/2021

Billed Item Information

Year_Parcel 2021_04082360003 [View Source](#)
 Owner of record's customer number 149567
 Owner of record's name THORNTON, WILLIAM KEITH

Installments Charges History Events Audits

Installment	Due Date	Billed	Abt/Adj	Pmt/Crd	Unpaid	Interest Paid	Interest Due	Total Due
1	09/01/2021	3,304.26	-3,304.26	0.00	0.00	0.00	0.00	0.00
Totals:		3,304.26	-3,304.26	0.00	0.00	0.00	0.00	0.00

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 Donald Pope

in Mingo Township, Sampson County, for the year(s) and in the

amount(s) of: Parcel 10006581502

Year	<u>2021</u>	\$	<u>1363.32</u>
	_____	\$	_____
	_____	\$	_____
	_____	\$	_____
	_____	\$	_____

Total Release/Adjustment \$ 1363.32

<u>601</u> - County Tax	\$	<u>1215.93</u>
School Tax	\$	_____
<u>607</u> - Fire Tax	\$	<u>147.39</u>
City Tax	\$	_____
Total	\$	<u>1363.32</u>

The taxes were assessed through clerical error or an illegal tax as follows:

Billed to incorrect parcel -
Afterlisted to correct acct (10020412801)

Taxpayer: Donald Pope

Tax Administrator: Jon Jhun

Board Approved: _____
Date Initials

- Summary
- Full Legal
- Sales
- Permits
- Entrances
- Alt Address
- Alternate ID
- Land
- Dwellings
- Additions
- Sketch
- OBV
- Comm Bldg Summary
- Agricultural Maintenance
- Value/Asmt
- Value History
- Parcel History
- Map
- Public
- Photos
- Documents

PARID: 10020412801
TOWNSHIP: POPE, DONALD NICHOLAS
CITYNAME:
CASPER RD
ROAD: P
ROLL: REAL

144 2 of 6
Return to Search Results
Tax Year 2021

Parcel
Parcel / PIN: 10020412801 / 1532
Tax Year: 2021
Township: 10 : MINGO
Road Type: P : PAVED ROAD
Nbhd Classification: A : AVERAGE

- Actions**
- Edit Current Record
 - Printable Summary
 - Printable Version

Owner
Account Number: 204128
Name: POPE, DONALD NICHOLAS
POPE, BRITTNEY HOBSON
Mailing Address: 3301 N SPRING BRANCH RD
DUNN NC 28334
Linked Sale: 2065/942
Salekey: 3111090

- Reports**
- Csv Export
 - NC COM PRC
 - NC RES PRC
 - Value Change Letter
- Go

Owner Details

#	Owner 1	Owner 2	Owner Code (Customer #)	Type
0	POPE, DONALD NICHOLAS	POPE, BRITTNEY HOBSON	204128	-

Legal
Physical Address: CASPER RD
Legal Description 1: CASPER RD LOT 1 MB 105/37
Zoning:
Plat Cabinet:
Slide:

Description
Road Type: P : PAVED ROAD
Class: AG : AGRICULTURE
NBHD Classification: A : AVERAGE
Living Units:
Topography: F : LEVEL
Location: :
Parking: :
Traffic: :
Utilities: W : WATER
E : ELECTRIC
Restrictions: :
Deeded Acres: 1.96
Calculated Acres: 1.96
VC Notice / VC Date: :

Field Notes

Note:	Number:
FRM CHARLES & AMY B POPE & DONALD & SUE W. POPE 2065/942 MB 105/37 7/13/2020	1
HOUSE MOVED HERE TO CORRECT PARCEL IN 2021	2

Valuation

Appraised Land:	20,165
Appraised Building:	0
Appraised Total:	20,165
Deferred:	0
Exempts/Excluded:	0
Assessed Real:	20,165
Personal:	
Total Assessed:	20,165

Recorded Transaction

Date	Book	Page	Sale Price	Validity Code	Instrument Type
13-JUL-2020	2065	942		6	D

Should have been listed here

- Summary
- Full Legal
- Sales
- Permits
- Entrances
- Alt Address
- Alternate ID
- Land
- Dwellings
- Additions
- Sketch
- OBY
- Comm Bldg Summary
- Agricultural Maintenance
- Value/Asmt
- Value History
- Parcel History
- Map
- Public
- Photos
- Documents

PARID: 10006581502 1121 CASPER RD
TOWNSHIP: ROAD: P
POPE, DONALD N. CITYNAME: ROLL: REAL

3 of 8
Return to Search Results
Tax Year 2021

Parcel

Parcel / PIN: 10006581502 / 1532-#133
Tax Year: 2021
Township: 10 : MINGO
Road Type: P : PAVED ROAD
Nbhd Classification: A : AVERAGE

Owner

Account Number: 207537
Name: POPE, DONALD N.
POPE, SUE W.
Mailing Address: 3301 N SPRING BRANCH RD

Linked Sale: DUNN NC 28334
Salekey: 2069/915
3111620

Owner Details

#	Owner 1	Owner 2	Owner Code (Customer #)	Type
0	POPE, DONALD N.	POPE, SUE W.	207537	-

Legal

Physical Address: 1121 CASPER RD
Legal Description 1: CASPER RD
Zoning:
Plat Cabinet:
Slide:

Description

Road Type: P : PAVED ROAD
Class: AG : AGRICULTURE
NBHD Classification: A : AVERAGE
Living Units:
Topography: F : LEVEL
Location:
Parking:
Traffic:
Utilities: W : WATER
E : ELECTRIC
Restrictions:
Deeded Acres: 33.47
Calculated Acres: 32.78
VC Notice / VC Date: TX : 08-MAR-21

Incorrect parcel to list house

Field Notes

Note:	Number:
LOTS 6 & 7 MB68/08 FROM HORACE B JACKSON JR AS EQUAL TENANTS IN COMMON 1734/438 2/26/09	1
FROM STALEY HOWARD POPE DEC'D 6/19/2016 BY WILL 16E/309 7/14/2016 (2/23/2017)	2
CORRECTED. MISSED PER TRANSFER BY WILL ON 2/23/2017	3
LOT 1, 1.96 AC TO DONALD NICHOLAS POPE & BRITTANY HOBSON POPE 2065/942 7/13/2020	4
FROM CHARLES, AMY, DONALD & SUE POPE 2069/915 8-27-20	5
	6

Valuation

Appraised Land: 125,229
Appraised Building: 147,386
Appraised Total: 272,615
Deferred: 99,086
Exempts/Excluded: 0
Assessed Real: 173,529
Personal:
Total Assessed: 173,529

Recorded Transaction

Date	Book	Page	Sale Price	Validity Code	Instrument Type
27-AUG-2020	2069	915	60,000	0	DEED
14-JUL-2016	16E	309		6	WILL
26-FEB-2009	1734	438	109,000		D



- Original Bill
- Reprint
- Garnish
- Preferences
- Diagnostics

Bill Information

Year	Category	Number
2021	RE-R	22179

Notes/Alerts

JAN 1 Owner: POPE, DONALD N.

- Special Conditions/Notes
- View prior unpaid bills
- View ancestor prior unpaid bills

Effective Date

Due 08/16/2021

Billed Item Information

Year_Parcel	2021_10006581502	View Source
Owner of record's customer number	207537	
Owner of record's name	POPE, DONALD N.	

Customer Information

Customer ID	207537	View Bills
POPE, DONALD N.		
POPE, SUE W.		
3301 N SPRING BRANCH RD		
DUNN, NC 28334		

Property Information

Parcel ID	10-0065815-02	View Bills
Alt Parc	1532-#133	
Prop Loc	1121 CASPER RD	

Installments Charges History Events Audits

Installment	Due Date	Billed	Abt/Adj	Pmt/Crd	Unpaid	Interest Paid	Interest Due	Total Due
1	09/01/2021	1,605.14	-1,363.32	0.00	236.99	0.00	0.00	236.99
Totals:		1,605.14	-1,363.32	0.00	236.99	0.00	0.00	236.99

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

7/22/2021

FROM: Dana Hall

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment fo 2021-2022

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>
02558680-526200	HCCBG SENIOR CENTER DEPT SUPPLIES	500.00	
02558800-526200	HCCBG NUTRITION DEPT. SUPPLIES	300.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02035868-408401	HCCBG SENIOR CENTER REV	500.00	
02035880-408401	HCCBG NUTRITION REVENUES	300.00	

2. Reason(s) for the above request is/are as follows:
To budget \$500 Sampson Partners Donation and \$300 Town of Turkey Donation

Dana Hall
(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

8/24, 2021
[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:

08/17/21

FROM: Brad Hardison

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for Fiscal Year 2021-2022

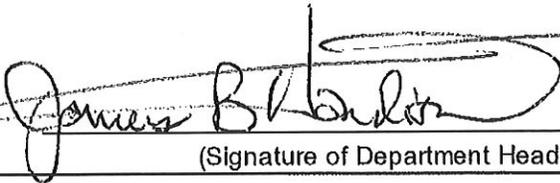
1. It is requested that the budget for the Cooperative Extension Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11449500-529900	MISC EXPENSES	500.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11034950-408900	MISCELLANEOUS REVENUE	500.00	

2. Reason(s) for the above request is/are as follows:

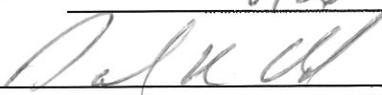
EXPECTING AG DAY SPONSORSHIP FROM DEACON-JONES OF CLINTON



 (Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 2021


 (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:

FROM: David K. Clack, Finance Officer
 TO: Sampson County Board of Commissioners
 VIA: County Manager & Finance Officer
 SUBJECT: Budget Amendment for fiscal year 2021-2022

1. It is requested that the budget for the Various Departments be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11243250-538100	Data processing programs	399.00	
11243250-526201	Dept supplies equipment	1,179.00	
11243800-535100	Maint/repair buildings and grounds	16,255.00	
11141700-526200	Dept supplies	19,764.00	
11449500-529900	Miscellaneous	627.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11999000-409800	Fund balance approp. Encumbrances	38,224.00	

2. Reason(s) for the above request is/are as follows:

To bring forward funds for items ordered in FY 20-21, but not delivered until FY 21-22.

David K. Clack

(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

8/26/2021

David K. Clack

(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20__

Sam W. G.

(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 2021-2022

1. It is requested that the budget for the Schools Capital Outlay Department be amended as follows:

Expenditure Account Code	Description (Object of Expenditure)	Increase	Decrease
11659140-555030	Capital outlay category 1	1,679,054.00	
11659140-555031	Capital outlay category 2	139,944.00	
11659140-555032	Capital outlay category 3	177,473.00	
11659140-550000	Unallocated capital outlay		1,200,506.00
19959140-582096	Transfer to general fund	795,965.00	
11659110-555030	Capital outlay category 1	422,125.00	
11659110-555032	Capital outlay category 2	45,629.00	
11659110-555033	Capital outlay category 3	99,599.00	
11659110-550000	Unallocated capital outlay		377,840.00
19959110-582096	Transfer to general fund	189,513.00	

Revenue Account Code	Source of Revenue	Increase	Decrease
19932320-409900	Fund balance appropriated	985,478.00	

2. Reason(s) for the above request is/are as follows:

To allocate capital funds for the year and bring forward unexpended capital outlay funds from prior year.

David K. Clack

(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

8/24/2021

David K. Clack

(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20__

Earl W. G.

(County Manager & Budget Officer)

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

CLINTON CITY SCHOOLS CAPITAL OUTLAY			
2021-2022			
BUDGET AND FUNDING REQUEST			
ACCOUNT NUMBER		DESCRIPTION	CURRENT BUDGET
4.9020.001.522.000.000.00		CCS BUILDING IMPROVE	30,000.00
4.9020.001.541.000.000.00		CCS EQUIPMENT	31399.85
4.9030.001.551.000.000.00		CCS ACTIVITY BUS	99,599.00
4.9020.001.528.308		CHS FIELD HOUSE ROOF	50,076.00
4.9020.001.532.308		CHS PATCH TENNIS COURT	60,968.60
4.9020.001.528.316		LCK ROOFING	125,000.00
4.9020.001.532.316		LCK BUS PARKING LOT	39,455.10
4.9020.001.528.320		SMS ROOF REPAIR GYM	26,625.00
4.9020.001.461.330		SAS NON-CAPITALIZED EQUIP	14,229.13
4.9020.001.522.330		SAS WATER INTRUSION	90000
TOTAL REQUEST			567,352.68
CATEGORY 1 PROPERTY AND BRICK AND MORTAR			
CATEGORY 2 FURNITURE AND EQUIPMENT			
CATEGORY 3 VEHICLES			

Sampson County Schools
Proposed Capital Budget/Expenses 2021-2022

<u>Location</u>	<u>DESCRIPTION</u>	<u>Carryover</u>	<u>Amount</u>	<u>Total</u>
Systemwide	HVAC Contingency	\$24,242.73	\$25,757.27	\$50,000.00
Systemwide	Emergency Contingency	\$43,860.96	\$6,139.04	\$50,000.00
Systemwide	Roof & Paint Contingency	\$309.72	\$29,690.28	\$30,000.00
Systemwide	Wastewater Contingency	\$5,970.84	\$14,092.16	\$20,063.00
Systemwide	Chiller Replacement	\$80,531.57		\$80,531.57
Systemwide	Playground fall protection / Safety	\$51.05	\$12,948.95	\$13,000.00
Systemwide	Signage to match floor plans	\$7,000.00		\$7,000.00
Systemwide	Fire Alarm Systems/Safety	\$25,000.00		\$25,000.00
Systemwide	Fleet Vehicle Replacement Plant ops	\$382.34	\$94,420.00	\$94,802.34
Systemwide	Mobile Units - class size	\$58,168.89		\$58,168.89
Systemwide	Gym Floors Maintenance		\$20,000.00	\$20,000.00
Systemwide	Central Office/Carpet/Fleet vehicles		\$62,596.00	\$62,596.00
Plant Operations	New tractor with loader & backhoe attachment - maintenance - brand new J. Deere		\$56,976.70	\$56,976.70
Plant Operations	Dump Truck		\$82,670.00	\$82,670.00
Plant Operations	One-man lift for warehouse-can take our old one to PV		\$11,372.81	\$11,372.81
Bus Garage	New HVAC system - 4 ton heat pump		\$14,000.00	\$14,000.00
Plain View	New outdoor basketball goals		\$2,056.41	\$2,056.41
Midway Elem.	Paint all hallways		\$18,850.00	\$18,850.00
Midway Elem.	Flag poles - Patriotic Enhancement		\$3,528.09	\$3,528.09
Midway Elem.	New front doors - aluminum		\$16,772.82	\$16,772.82
Midway Elem.	Paint eaves of building/ repair fascia/front of building exterior upgrades		\$13,217.36	\$13,217.36
Midway Elem.	Demo old buildings out back/remodel		\$16,500.00	\$16,500.00
Hargrove	Kindergarten Desks - 3 classrooms		\$5,700.00	\$5,700.00
Hargrove	2 additional card swipes - security		\$3,948.60	\$3,948.60
Hargrove	Replace most mini-blinds		\$5,500.00	\$5,500.00
Hargrove	Hallways painted		\$6,500.00	\$6,500.00
Hargrove	Playground pieces for handicapped/EC children		\$8,525.25	\$8,525.25
Hobbton Elem.	Old wing of building painted		\$5,000.00	\$5,000.00
Hobbton Elem.	School Re-keyed		\$14,793.28	\$14,793.28
Clement	New Carpet - Media Center		\$8,000.00	\$8,000.00
Clement	Gutter work/roof repairs	\$9,870.55	\$8,010.50	\$17,881.05
Clement	Additional cameras - outside		\$3,500.00	\$3,500.00

Salemburg	New swings for playground		\$7,500.00	\$7,500.00
Salemburg	Hallways painted - brighter color to match furniture and common areas		\$9,500.00	\$9,500.00
Salemburg	High areas outside, gym side and front - need pressure washing - need lift		\$4,000.00	\$4,000.00
Salemburg	Additional cameras in grade level hallways		\$5,000.00	\$5,000.00
Roseboro Elem.	Asphalt outside basketball court		\$28,199.80	\$28,199.80
Roseboro Elem.	Terrazzo Floor Repair		\$6,500.00	\$6,500.00
Roseboro Elem.	Digital clocks replaced - 4		\$1,750.50	\$1,750.50
Union Elem.	New Playground, mulch, swings, etc.		\$35,225.25	\$35,225.25
Union Elem.	Gym Painted		\$5,700.00	\$5,700.00
Union Elem.	Upgrade cameras - old and add more throughout school - NC Sound quote		\$49,245.53	\$49,245.53
Union Int.	Swipes added to front and media		\$6,000.00	\$6,000.00
Union Int.	Sound System for gym - NC Sound		\$18,476.83	\$18,476.83
Union Int.	Indoor & Outdoor mats - entire school		\$4,200.00	\$4,200.00
Union Int.	New furniture - media center		\$9,000.00	\$9,000.00
Union Int.	Paint Media Center		\$6,000.00	\$6,000.00
Union Int.	Replace reception area furniture		\$3,500.00	\$3,500.00
Union Int.	Drop-in ceiling/staff restrooms/front (2) 5x8		\$4,500.00	\$4,500.00
Union Int.	Demo of old green mobile unit/mold		\$4,000.00	\$4,000.00
Union Int.	New sets of gym doors (2) sets that are under shelter to main entrance and new set of front doors		\$36,702.80	\$36,702.80
Union Int.	More cameras to front parking lots		\$2,800.00	\$2,800.00
Union Int.	New Intercom System	\$12,790.00	In progress	\$12,790.00
Midway Middle	Paint all classrooms and hallways		\$8,713.37	\$8,713.37
Midway Middle	New carpet for offices		\$7,552.31	\$7,552.31
Midway Middle	Gym floor redone / sanding and painting		\$15,000.00	\$15,000.00
Midway Middle	Fence repairs		\$2,500.00	\$2,500.00
Midway Middle	Gravel parking area around gym/remove trees		\$5,000.00	\$5,000.00
Hobbton Middle	Digital clocks that are broken replaced - 14		\$6,500.00	\$6,500.00
Hobbton Middle	Repair asphalt by entrance to school road		\$8,950.00	\$8,950.00
Hobbton Middle	Gym floor redone / sanding and painting		\$13,500.00	\$13,500.00
Hobbton Middle	School Re-keyed		\$16,709.65	\$16,709.65
Roseboro Middle	New gym windows on one side		\$31,848.34	\$31,848.34
Roseboro Middle	Painting	\$19,539.78	In progress	\$19,539.78
Roseboro Middle	Room 125 Slope in corner		\$6,576.91	\$6,576.91
Union Middle	More security cameras outside/buses, etc.		\$4,200.00	\$4,200.00
Union Middle	Bathroom Partitions replaced (3)		\$13,832.45	\$13,832.45

Union Middle	Media Center Furniture		\$7,750.00	\$7,750.00
Union Middle	7th Grade Ceiling Grid replaced/insulated		\$8,000.00	\$8,000.00
Union Middle	Remove all light poles at football field - safety concern		\$15,000.00	\$15,000.00
Union Middle	Repair asphalt bus parking lot-repave/paint		\$33,349.15	\$33,349.15
Midway High	Furniture for media center		\$9,925.00	\$9,925.00
Midway High	Field House	\$104,237.42	In progress	\$104,237.42
Midway High	Sound system for auditorium		\$18,887.34	\$18,887.34
Hobbton High	New carpet for media center, remove carpet in CTE and guidance office/replace with tile		\$15,000.00	\$15,000.00
Hobbton High	Swipes at back entrance doors		\$4,000.00	\$4,000.00
Hobbton High	New fence at baseball field		\$10,982.87	\$10,982.87
Hobbton High	New blinds for all classrooms		\$18,000.00	\$18,000.00
Hobbton High	New gym windows		\$35,000.00	\$35,000.00
Hobbton High	Structure compromised by gym windows - repairs must be done first before windows can be installed		\$17,033.97	\$17,033.97
Hobbton High	Replace old wooden handicap ramp with aluminum one		\$22,155.00	\$22,155.00
Hobbton High	Track / Athletic \$	\$191,716.84	In progress	\$191,716.84
Hobbton High	Repair asphalt by entrances to school and loop		\$10,000.00	\$10,000.00
Lakewood High	Additional Lighting outside of building		\$4,479.84	\$4,479.84
Lakewood High	250 padded folding chairs with racks		\$6,500.00	\$6,500.00
Lakewood High	Gym painted including new "gold" color		\$13,000.00	\$13,000.00
Lakewood High	Commercial dust collection system and install in carpentry shop		\$10,000.00	\$10,000.00
Lakewood High	New marquee in front of school (upfitted)		\$4,049.95	\$4,049.95
Lakewood High	Additional swipes around school - security		\$3,523.00	\$3,523.00
Lakewood High	Greenhouse erected (donated) and extras		\$15,000.00	\$15,000.00
Lakewood High	School Re-keyed - has a lot of locks here		\$27,626.98	\$27,626.98
Union High	Entry way mats with logo (15)		\$6,937.40	\$6,937.40
Union High	Marquee in front of school - upfitted		\$8,244.35	\$8,244.35
Union High	Repair Terrazzo floor		\$3,500.00	\$3,500.00
Union High	Replace carpet in media center, aud., offices	\$4,666.05	in progress	\$4,666.05
Union High	Athletics	\$75,232.00	In progress	\$75,232.00
Union High	New fence at baseball field - section		\$3,997.00	\$3,997.00
Early Childhood	Paint classrooms and office areas in Telamon area		\$7,000.00	\$7,000.00
Early Childhood	New mini-blinds / Telamon		\$4,300.00	\$4,300.00
CE Perry	New sets of doors/rotten- back entrance		\$8,166.99	\$8,166.99
CE Perry	New set of front doors		\$8,240.29	\$8,240.29
CE Perry	Paint classrooms and office areas in Telamon area		\$7,000.00	\$7,000.00

CE Perry	Replace all downspouts on building surrounding gym		\$6,500.00	\$6,500.00
		GRAND TOTAL	\$663,570.74	\$1,332,898.39
			\$1,996,469.13	

Passed by majority vote of the Board of Education of Sampson County on the 26th Day of July, 2021.

Dayel B. Wan

Chair, Board of Education

[Signature]

Secretary, Board of Education

We, the Board of County Commissioners of Sampson County hereby approve the Capital Outlay Budget as indicated above and have made entry of this budget on the minutes of said Board, this ____ day of _____, 2021.

Chairman, Board of Commissioners

County Manager

**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 2021-2022

1. It is requested that the budget for the Emergency Management Facilities Grant be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
15981530-509700	Contingency	358,050.00	
15981530-519900	Other prof services	42,500.00	
15981530-551000	Capital outlay furniture and equip	572,000.00	
15981530-552000	Capital outlay technology	851,903.00	
15981530-555000	Capital outlay other	74,500.00	
15981530-558100	Construction	3,238,387.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
15038153-420000	NC 911 PSAP Grant	5,137,340.00	

2. Reason(s) for the above request is/are as follows:

To bring forward unexpended grant funds to complete construction of 911 Center.

David K. Clack

(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

7/24/2021

David K. Clack

(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20__

Evan W. Gay

(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 2021-2022

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

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11141250-544000	Contract services	28,500.00	
11141250-544001	Contract services airport engineer	5,000.00	
11999000-509700	Contingency		33,500.00

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
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2. Reason(s) for the above request is/are as follows:

To allocate funds to complete survey, phase 1, CATEX and appraisal of Rackley Airpark property acquired in FY 2019-2020. This is required to get reimbursement for cost of land from State grant funds. Estimated reimbursement \$165,000.

David K. Clack

(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

8/30/2021

David K. Clack

(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20__

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

(County Manager & Budget Officer)

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

8/30/2021

FROM: Dana Hall

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for 2021-2022

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>
02558680-526200	Departmental Supplies	2,175.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
02035868-409900	Fund balance appropriated	2,175.00	

2. Reason(s) for the above request is/are as follows:

Redistribute donation that was not expended in 2020-2021 budget to 2021-2022 budget

Dana Hall
(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

8/30, 2021
Dana Hall
(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____

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

(County Manager & Budget Officer)

PUBLIC COMMENT POLICIES AND PROCEDURES
Revised June, 2018

In accordance with NCGS 153A-52.1, a period reserved for comments from the public on topics not otherwise included on that evening's agenda will be included as an item of business on all agendas of regularly scheduled Board of Commissioners meetings and shall be deemed the "Public Comment" segment of the agenda. The Public Comment segment of the agenda will be placed at the end of the agenda, following the conclusion of all other open session business. Because subjects of Special and Emergency Meetings are often regulated by General Statutes, there will be no Public Comments segment reserved on agendas of these meetings; however, Special and Emergency Meetings are open for public attendance.

As with public hearings, the Chair (or presiding officer) will determine and announce limits on speakers at the start of the Public Comment period. Each speaker will be allocated no more than five (5) minutes. The Chairman (or presiding officer) may, at their discretion, decrease this time allocation if the number of persons wishing to speak would unduly prolong the meeting. A staff member will be designated as official timekeeper, and the timekeeper will inform the speaker when they have one minute remaining of their allotted time. When the allotted time is exhausted, the speaker will conclude their remarks promptly and leave the lectern. Speakers may not yield their time to another speaker, and they may not sign up to speak more than once during the same Public Comment period.

An individual wishing to address the Board during the Public Comment period shall register with the Clerk/Deputy Clerk to the Board prior to the opening of the meeting by signing his or her name, and providing an address and short description of his or her topic on a sign-up sheet stationed at the entrance of the meeting room. Any related documents, printed comments, or materials the speaker wishes distributed to the Commissioners shall be delivered to the Clerk/Deputy Clerk in sufficient amounts (10 copies) at least fifteen minutes prior to the start of the meeting. Speakers will be acknowledged to speak in the order in which their names appear on the sign-up sheet. Speakers will address the Commissioners from the lectern, not from the audience, and begin their remarks by stating their name and address.

To ensure the safety of board members, staff and meeting attendees, speakers are not allowed to approach the Board on the seating platform, unless invited by the Board to approach.

Speakers who require accommodation for a disabling condition should contact the office of the County Clerk or County Manager not less than twenty-four (24) hours prior to the meeting.

If time allows, those who fail to register before the meeting may be allowed speak during the Public Comment period. These individuals will be offered the opportunity to speak following those who registered in advance. At this time in the agenda, an individual should raise his or her hand and ask to be recognized by the Board Chair (or presiding officer) and then state his or her name, address and introduce the topic to be addressed.

A total of thirty (30) minutes shall be set aside for public comment. At the end of this time, those who signed up to speak but have not yet been recognized may be requested to hold their comments until the next meeting's public comment period, at which time they will be given priority for expression. Alternatively, the Board, in its discretion, may extend the time allotted for public comment.

Items of discussion during the Public Comment segment of the meeting will be only those appropriate to Open Meetings. Closed Meeting topics include, but are not limited to, such subjects as personnel,

acquisition of real property, and information protected by the client-attorney privilege. Closed Meeting subjects will not be entertained. Speakers will not discuss matters regarding the candidacy of any person seeking public office, including the candidacy of the person addressing the Board.

Speakers will be courteous in their language and presentation, shall not use profanity or racial slurs and shall not engage in personal attacks that by irrelevance, duration or tone may threaten or perceive to threaten the orderly and fair progress of the discussion. Failure to abide by this requirement may result in forfeiture of the speaker's right to speak.

The Public Comments segment of the agenda is intended to provide a forum for the Board of Community to listen to citizens; there shall be no expectation that the Board will answer impromptu questions. However, Board members, through the presiding officer, may ask the speaker questions for clarification purposes. Any action on items brought up during the Public Comment period will be at the discretion of the Board. When appropriate, items will be referred to the Manager or the proper Department Head for further review.

A copy of the Public Comments Policy will be included in the agenda of each regular meeting agenda and will be made available at the speaker registration table. The policy is also available on the County's website.