



**SAMPSON COUNTY
BOARD OF COMMISSIONERS
MEETING AGENDA
July 11, 2022**

6:00 pm Convene Regular Meeting (County Auditorium)

Invocation and Pledge of Allegiance

Approve Agenda as Published

Item 1 Reports and Presentations

- a. Update on Water Recruitment Projects 1 - 3

Item 2 Planning & Zoning Items 4 - 5

- a. Approval of Preliminary Plan for Harvest Hills Subdivision (26 lots on Phillips Road) 6 - 9
- b. Approval of Final Plan for Taylors Creek Phase III Subdivision (21 lots, Autry Mill Road) 10 - 14

Item 3 Action Items

- a. Appointment of Social Services Director 15
- b. Tax Settlement and Charge to Tax Collector 16 - 18
- c. Designation of Voting Delegate - NCACC Annual Conference (August) and NCACC Legislative Goals Conference (November) 19

Item 4 Consent Agenda 20 - 21

- a. Approve the minutes of the June 6, 2022; June 9, 2022; and June 16, 2022 meetings 22 - 39
- b. Adopt a resolution authorizing the County Manager to execute on behalf of Sampson County Rescue and Emergency Medical Services contracts with Roseboro Rescue & EMS, Inc., Clinton-Sampson Rescue and Emergency Medical Services, Inc., Newton Grove Rescue Squad, Inc., and Suttontown EMS, Inc. 40 - 99
- c. Approve a request for a waiver of the department head residency requirement for EDC Director Stephen Barrington 100
- d. Award the bid for the Department of Aging's Nutrition Program to Gibbs Management at \$5.68 (congregate cost per meal-78), \$5.68 (home delivered cost per meal-143), and \$.75 (low sodium cost per snack-16) 101 - 126

Tab 4 Consent Agenda, continued

- | | |
|--|-----------|
| e. Accept ARPA Supplemental Nutrition Funding in the amount of \$53,260 and authorize execution of associated agreements and funding plan | 127 - 143 |
| f. Authorize execution of the FY 2022-2023 Home and Community Care Block Grant Funding Plan and associated assurances documents | 144 - 151 |
| g. Approve an extension of the lease between the County and DHHS-CDSA for +/- 168 square feet of space at 360 County Complex Road from July 1, 2022 through June 30, 2023 | 152 |
| h. Authorize execution of the contracts for legal services for FY 22-23 between Sampson County (DSS) and Warrick and Bradshaw and Howard and Carr and the contract addendum for legal services FY21-22 between Sampson County (DSS) and Warwick and Bradshaw | 153 - 189 |
| i. Authorize the execution of the contract for Juvenile Court Officer/Investigator and Child Support Civil Officer services for FY 22-23 between Sampson County (DSS) and the Sampson County Sheriff's Office | 190 - 245 |
| j. Authorize the execution of the contract for non-emergency Medicaid transportation services for FY 22-23 between Sampson County (DSS) and Sampson Area Transportation | 246 - 277 |
| k. Authorize the execution of the contract with W. Green, PLLC to audit accounts for the fiscal year ending June 30, 2022 | 278 - 301 |
| l. Authorize the surplus and transfer of service weapon (Sig Sauer P226 pistol, serial number 47A065117) to retiring officer Barry Britt | 302 |
| m. Award a franchise for non-emergency convalescent transport services to Sampson Regional Medical Center | 303 |
| n. Adopt a resolution accepting an allocation of ARP funding in the amount of \$1,717,000 for Project SRP-D-ARP-002 (Clement Area Water System Expansion) and making applicable grant assurances | 304 - 309 |
| o. Approve correction to Section XI (Enterprise Fund, Water) of the FY 2022-2023 Budget Ordinance | 310 |
| p. Approve the delinquent disabled veteran property tax exemption requests for Franklin L. Cooper, Gregory K. Bennett, Dean Roy Wilkins, and Ralphel Rayner | 311 - 322 |
| q. Approve the tax refunds and releases as submitted | 323 - 332 |
| r. Approve budget amendments as submitted | 333 - 357 |

Item 5 County Manager's Report

Item 6 Public Comment Period

358 - 359

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).

Adjournment

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 1(a)

Meeting Date: July 11, 2022	<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
	<input type="checkbox"/>		<input type="checkbox"/>	

SUBJECT: Update on Public Water System Project

DEPARTMENT: Public Works

PUBLIC HEARING: No

CONTACT PERSON(S): Lin Reynolds, Public Works Director

PURPOSE: To hear an update on current funded projects, grant funding applications for future projects and the response to recruitment efforts

ATTACHMENTS: Memo from Public Works Director

BACKGROUND:

We have a number of funded (ARPA, State grant/loan, SCIF) projects underway, a number of grant applications filed, and several community recruitment campaigns started. Public Works Director Lin Reynolds will provide an update on these.

RECOMMENDED ACTION OR MOTION:

Consider changes to priority areas given response to marketing campaigns

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

Current Projects:

Johnson County Phase 2-Oak Grove Church Rd	95% Complete	Waiting on Concrete Drives/Vault
King Road	90% Complete	Finish Tie In @ NC 403
NC 403 Mag/Iron Treatment	20% Complete	Backlog for parts
Enviva Well/Treatment	98% Complete	Backlog for parts
Clement Expansion	5% Complete	Design underway
Spivey Corner/Roseboro Tanks/Boosters	5% Complete	Design underway
South Eldridge Road	Complete	Installing taps
New wells (2)		Study underway

Grant Applications

Ivanhoe/Ingold/Garland	Application for grant submitted April 2022
Loan grant-Enviva Well/Treatment	Application for grant submitted April 2022
Loan grant-Johnson County Ph 2	Application for grant submitted April 2022
Andrew Chapel/Old Mintz,	Application due for grant in September 2022
Claudes Drag & Fleet Cooper	(See above)
Direct Line Appropriation-Congress	April 2022 (\$1M) grant-Treatment plant max.

Marketing

3 Community Outreach Meetings

Ivanhoe	Approximately 50 Residents
Mintz Area	Approximately 30 Residents
Lakewood School	Approximately 19 Residents

Hangars, Newspaper ad, Social-Media and County Website also used for first series of roads

<u>Road Name</u>	<u>Marketing Date</u>	<u>Deadline Date</u>	<u>Status Results</u>
Lakewood School Road	May 4, 2022	July 5, 2022	5 Paid (Min 43)
Bubba Gump	May 4, 2022	July 5, 2022	0 Paid
NC 242	May 4, 2022	July 5, 2022	0 Paid
Serenity Lake Road	May 4, 2022	July 5, 2022	2 Paid (Min 5)

<u>Road Name</u>	<u>Marketing Date</u>	<u>Deadline Date</u>	<u>Status Results</u>
Welcome School Rd	June 1, 2022	August 1, 2022	0 Paid (Min 10)
Elbow	June 1, 2022	August 1, 2022	0 Paid (Min 7)
Auctioneer	June 1, 2022	August 1, 2022	0 Paid (Sys Imp)
Kenan Weeks	June 1, 2022	August 1, 2022	0 Paid (Min 7)
Goshen Church	June 1, 2022	August 1, 2022	3 Paid (Min 18)
Jernigan Loop	June 1, 2022	August 1, 2022	7 Paid (Min 10)
Elwell	June 1, 2022	August 1, 2022	0 Paid (Min 8)

New items: Phase I marketing deadline has been met with no roads meeting the minimum signups. Public Works recommends that we move on to next projects.

East Darden Road-Public Works request permission to market East Darden Road for a length of 0.42 miles and to add this section of road to the SCIF funding if enough residents participant.

Auctioneer Road-Public Works request permission to adjust the location of pipe installed on Gov. Moore Road by beginning at King Road and turning line to Auctioneer Road for a tie in on NC 403. This will save 1.3 miles of water line installation plus a creek crossing for a savings of \$440,000. Minimum homes on Gov. Moore Road in section that would be affected.

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 2 (a-b)

Meeting Date: July 11, 2022	<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 checked="" type="checkbox"/> Planning/Zoning <input type="checkbox"/> Water District Issue
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SUBJECT: Planning Issues

DEPARTMENT: Sampson County Planning & Zoning

PUBLIC HEARING: No

CONTACT PERSON: Myron Cashwell, Inspections & Planning Director

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

ATTACHMENTS: Planning Staff Memorandum; Maps

BACKGROUND:

There are two items for consideration, both of which were recommended for approval by the Planning Board:

- a. Approval of Preliminary Plan for Harvest Hills Subdivision (26 lots, Phillips Road)
 The subdivision is located on Phillips Rd. and the subject property is located within the Residential Agricultural (RA) 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. The Planning Board unanimously voted to recommend approval of the preliminary plan due to its compliance with the Sampson County Subdivision Ordinance.

- b. Approval of Final Plan for Taylors Creek Phase III Subdivision (21 lots, Autry Mill Road)
 Taylors Creek Phase III is the last subdivision to fall under the previous Ordinance and therefore requires approval by the Board of Commissioners. The subdivision is located on Autry Mill Rd. 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.

RECOMMENDED ACTION OR MOTION:

- a. Approve the preliminary plat for Harvest Hills Subdivision as recommended
- b. Approve the final plat for Taylors Creek Phase III Subdivision as recommended



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

From: Jessie Matthews, Planner (Former)

Subject: July 11, 2022, Board of Commissioners Meeting

Date: July 7, 2022

HARVEST HILLS (PRELIMINARY PLAN)

The preliminary plan for **HARVEST HILLS** was reviewed by the Sampson County Planning Board at their June 13, 2022, meeting. Jessie Matthews, Planner (Former), provided an overview of the preliminary plan which proposes 26 single-family lots being created. The subdivision is located on Phillips Rd. and the subject property is located within the Residential Agricultural (RA) 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.

The Planning Board unanimously voted to recommend approval of the preliminary plan due to its compliance with the Sampson County Subdivision Ordinance.

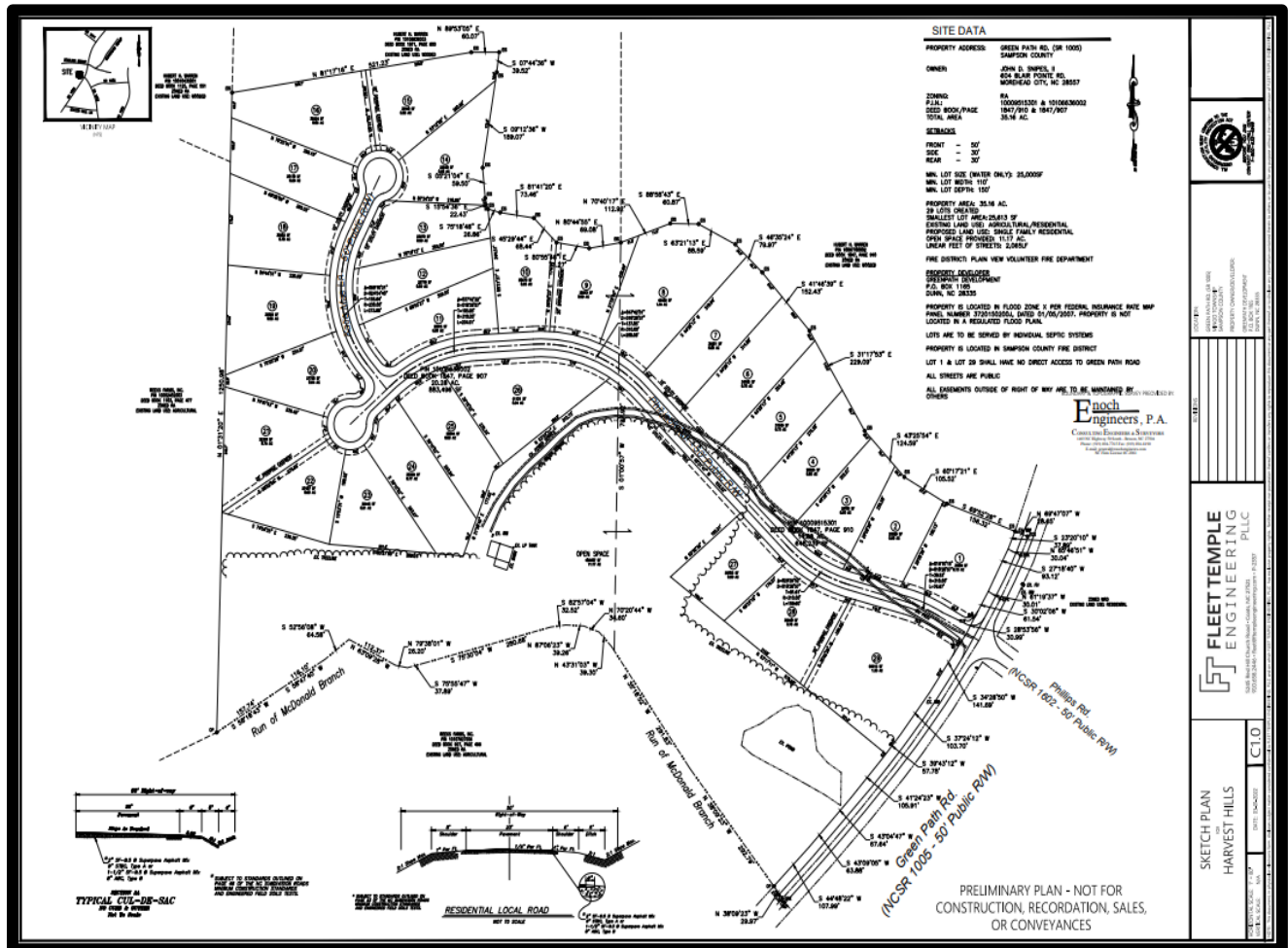
TAYLORS CREEK PHASE III (FINAL PLAT)

The final plat for **TAYLORS CREEK PHASE III** was reviewed by the Sampson County Planning Board at their June 13, 2022, meeting. Jessie Matthews, Planner (Former), provided an overview of the final plat which proposes 21 single-family lots being created. Taylors Creek Phase III is the last subdivision to fall under the previous Ordinance and therefore requires approval by the Board of Commissioners. The subdivision is located on Autry Mill Rd. 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.

The Planning Board unanimously voted to recommend approval of the final plat due to its compliance with the Sampson County Subdivision Ordinance.

PROPOSAL SUMMARY

PRELIMINARY PLAN: Harvest Hills	Property Location: Green Path Rd.
Request: Developer proposes to subdivide 35.16 acres into 29 single-family lots	Surveyor/Engineer: Fleet Temple Engineering
	Developer: Greenpath Development
Applicant: Fleet Temple Engineering	Existing Land Use: Vacant
Property Owner: John D. Snipes, II	Zoning District: Residential Agricultural (RA)
PIN # 10009515301 & 10106636002	Township: Mingo



SUMMARY OF ANALYSIS & RECOMMENDATION

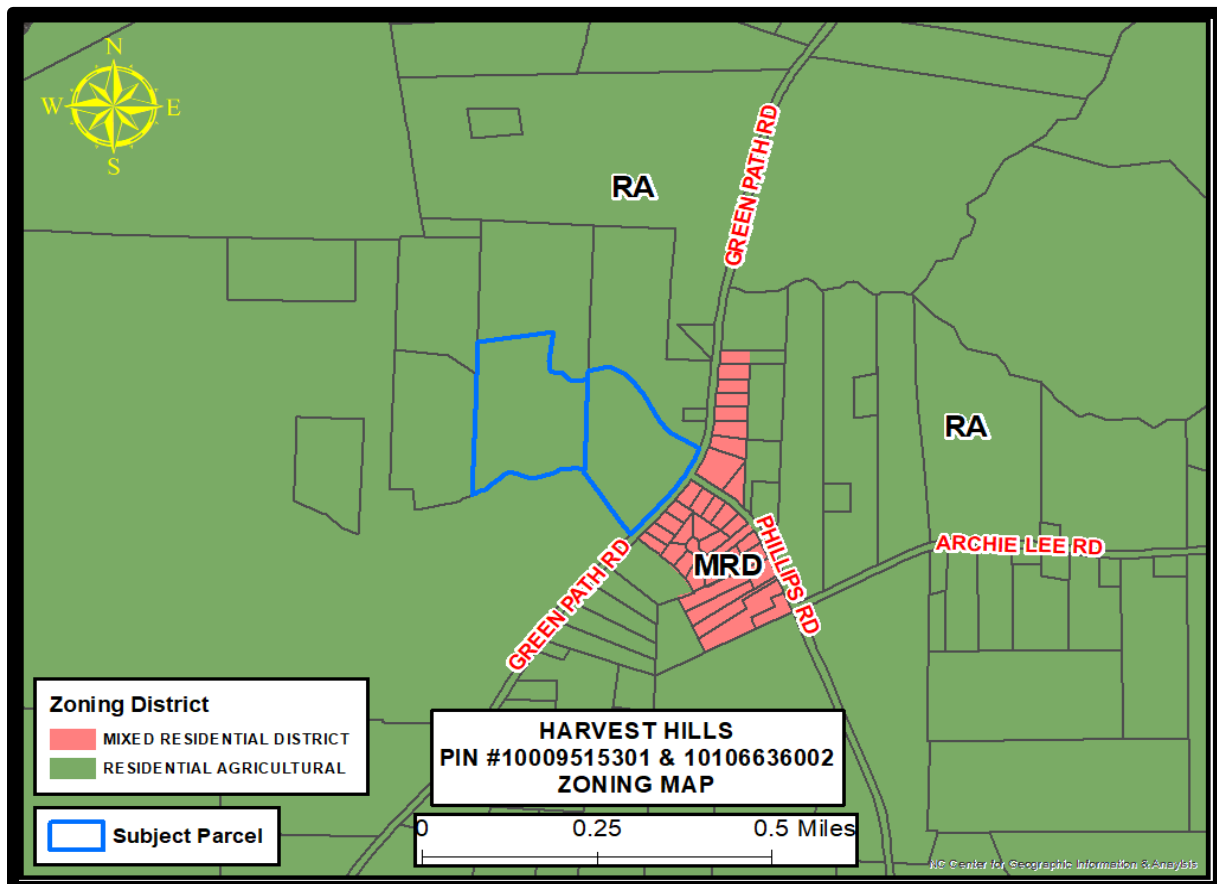
Staff is recommending approval of the preliminary plan due to its compliance with the Sampson County Subdivision Ordinance.

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 Agricultural (RA) Zoning District. The purpose of the Residential Agricultural (RA) Zoning District is to provide an environment for residential use at densities that correspond with the available services and general farming operations as defined herein. It is intended to protect the agricultural sections of the community from an increase of urban density development that would make the land less suitable for farms and to protect residential development that is primarily dependent on private wells and septic tanks to insure a safe and healthy living environment. In addition, some uses that are necessary in a rural environment, which are nonresidential in nature may be allowed as a special requirement or by special use.

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)
2020	Green Path Rd.	1,700	15,500

Fire Service Protection

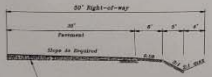
- Fire service is provided by the Plain View Fire Department

District Schools

- Midway School District



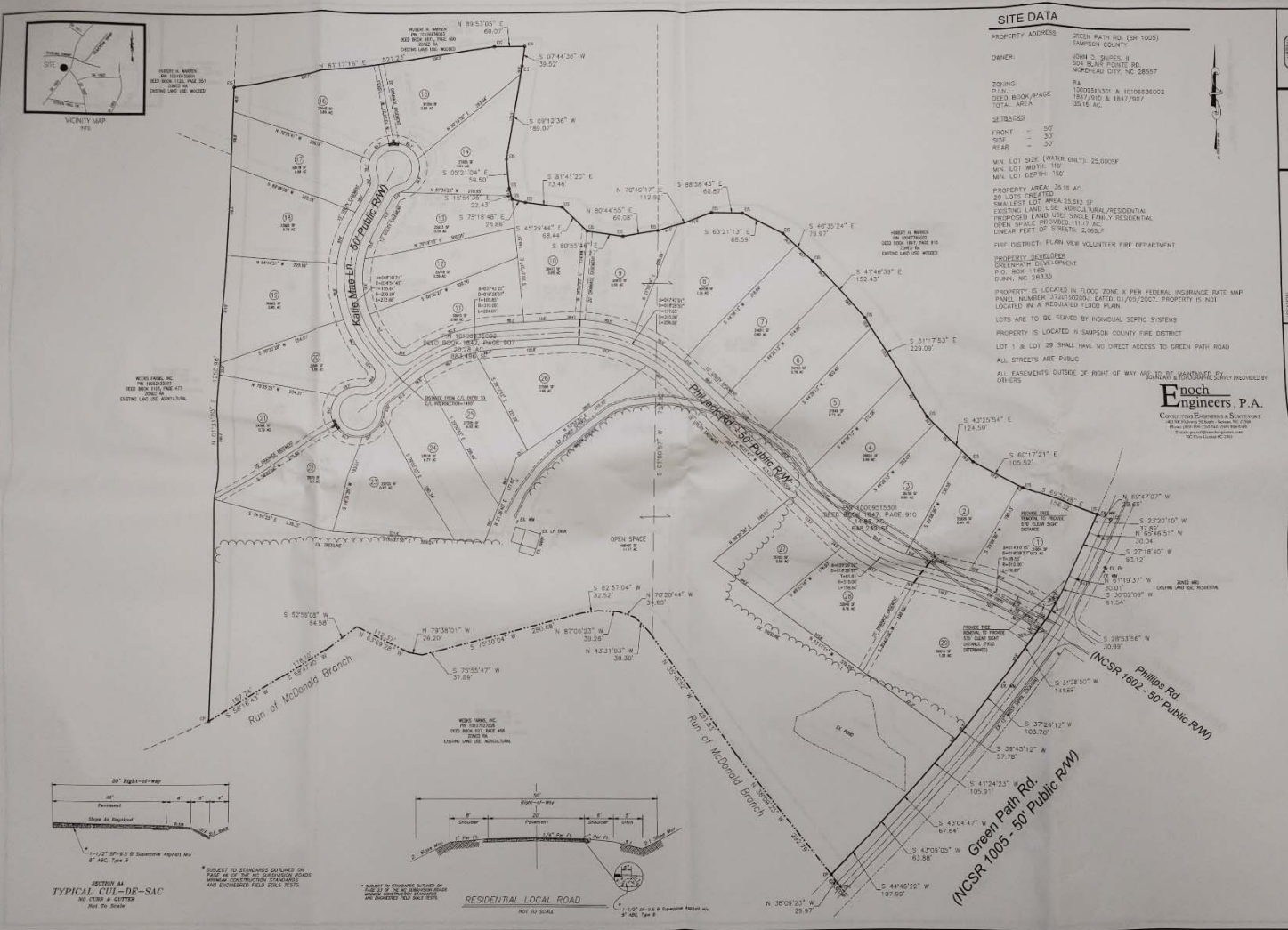
NOTE: ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF. DIMENSIONS ARE TO BE TAKEN TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.



SECTION A1
TYPICAL CUL-DE-SAC
SEE VIEW # 40122
NOT TO SCALE



SECTION A2
TYPICAL RESIDENTIAL LOCAL ROAD
SEE VIEW # 40123
NOT TO SCALE



SITE DATA

PROPERTY ADDRESS: GREEN PATH RD. (SR 1005)
SAMPSON COUNTY

OWNER: JOHN S. SHARP, JR.
604 BLAIR FOUNTAIN DR.
WAKEFORD CITY, NC 28087

ZONING: RA
1302881001 & 1010683002

SEED BOOK/PAGE: 184/5910 & 184/7807

TOTAL AREA: 35.16 AC.

SETBACKS

FRONT: - 50'
SIDE: - 30'
REAR: - 50'

MIN. LOT SIZE (WATER ONLY): 25,000 SF
MIN. LOT WIDTH: 112'
MIN. LOT DEPTH: 150'

PROPERTY AREA: 35.16 AC.
29 LOTS CREATED
SMALLEST LOT AREA: 15,613 SF
EXISTING LAND USE: AGRICULTURAL/RESIDENTIAL
PROPOSED LAND USE: SINGLE FAMILY RESIDENTIAL
OPEN SPACE PROVIDED: 113.7 AC.
LINEAR FEET OF STREET FRONTAGE

FIRE DISTRICT: PLAN VIEW VOLUNTEER FIRE DEPARTMENT

PROPERTY DEVELOPER:
GREENPATH DEVELOPMENT
P.O. BOX 1103
DUNN, NC 28535

PROPERTY IS LOCATED IN FLOOD ZONE V PER FEDERAL INSURANCE RATE MAP
PARCEL NUMBER: 3722300201. DATED 11/05/2002. PROPERTY IS NOT
LOCATED IN A REGULATED FLOOD PLAIN.

LOTS ARE TO BE SERVED BY INDIVIDUAL SEPTIC SYSTEMS

PROPERTY IS LOCATED IN SAMPSON COUNTY FIRE DISTRICT

LOT 1 & LOT 20 SHALL HAVE NO DIRECT ACCESS TO GREEN PATH ROAD

ALL STREETS ARE PUBLIC

ALL EASEMENTS OUTSIDE OF RIGHT OF WAY ARE TO BE MAINTAINED AS THEY EXIST UNLESS OTHERWISE PROVIDED BY OTHERS

Enoch Engineers, P.A.
Consulting Engineers & Surveyors
4614 Highway 19 South, Raleigh, NC 27604
Phone: 919-876-7244 Fax: 919-876-7245
www.enochengineers.com
NC Professional Seal

FLEET TEMPLE ENGINEERING PLLC

SITE PLAN HARVEST HILLS

DATE: 06/25/2007

C10

PROJECT NO: 07-0001

SCALE: AS SHOWN

PROPOSAL SUMMARY

FINAL PLAT: Taylors Creek Subdivision Phase III

Property Location: Autry Mill Rd.

Request: Developer proposes to subdivide 26.39 acres into 21 single-family lots

Surveyor: J. Scott Walker, PLS

Engineer: Enoch Engineers, P.A.

Applicant: JT Property Management of NC, LLC

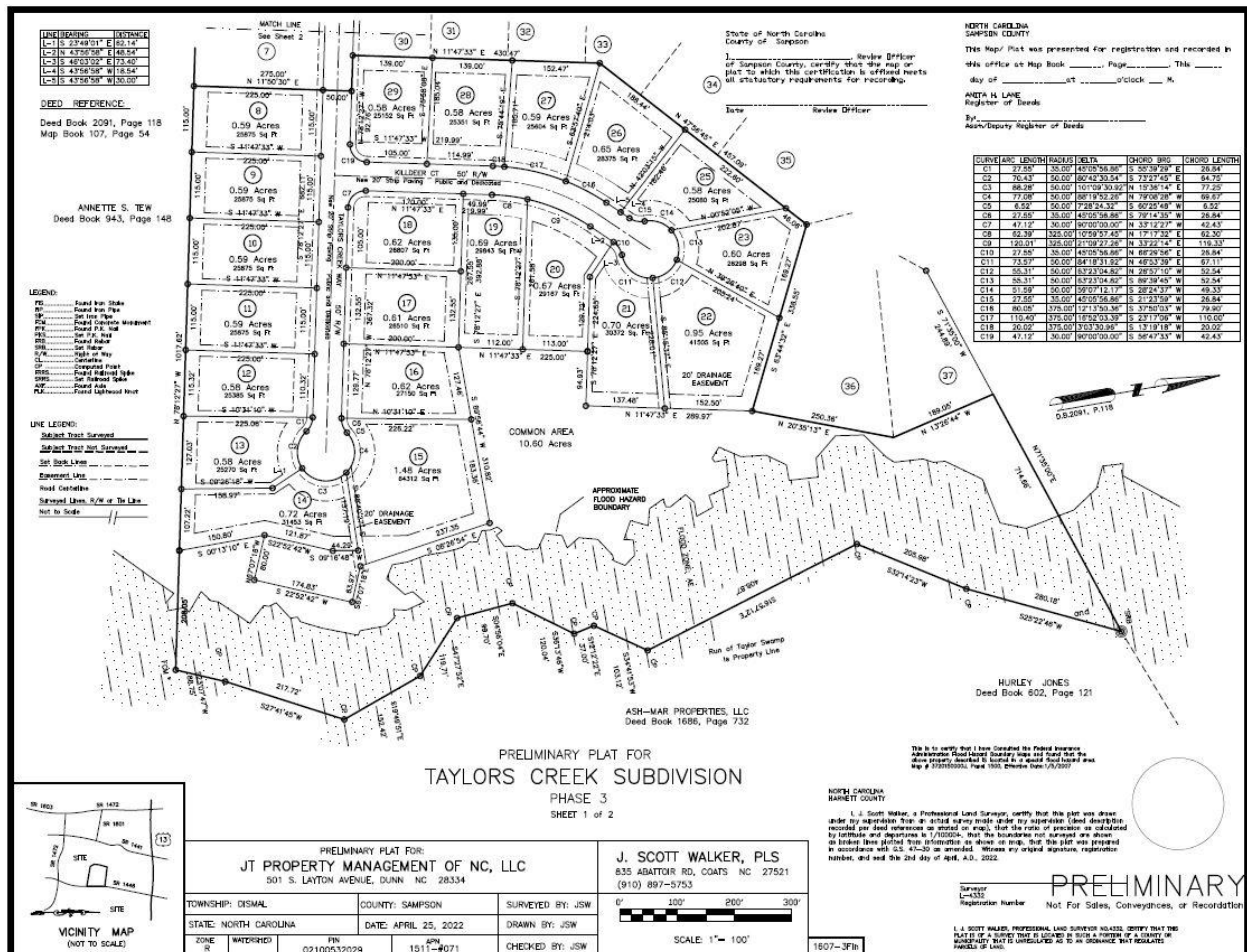
Existing Land Use: Vacant

Property Owner: JT Property Management of NC, LLC

Zoning District: Residential District (R)

PIN # 02100532029

Township: Dismal



SUMMARY OF ANALYSIS & RECOMMENDATION

Staff is recommending approval of the final plat contingent upon the applicant providing an NCDOT Basic Letter and the NCDEQ Final Approval letter. Per the Sampson County Subdivision Ordinance, the applicant may provide a bond outlined in Section 309.2: Improvements Guarantee, in lieu of the certification letters.

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 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

CERTIFICATE of OWNERSHIP and DEDICATION

I hereby certify that I am the owner of the property shown and described hereon, which is located in the subdivision jurisdiction of the County of Sampson and that I hereby adopt this plan of subdivision with my free consent and establish minimum building setback lines and dedicate all streets, alleys, walks, parks, and other sites and easements to public or private use as noted. Furthermore I hereby dedicate all sanitary sewer and water lines to the County of Sampson.

Date Owner

CERTIFICATE of APPROVAL of IMPROVEMENTS

I hereby certify that all streets, utilities, and other required improvements have been installed in an acceptable manner and according to County specifications in the Taylors Creek Subdivision, Phase 3 or that guarantees of the installation of the required improvements in an amount and manner satisfactory to the County of Sampson has been received and that the filling fee for this plat in the amount of ----- has been paid.

Date Administrator

CERTIFICATE of APPROVAL for RECORDING

I hereby certify that Subdivision Plat shown hereon has been found to comply with the Subdivision Regulations of the County of Sampson, North Carolina and that this plat has been approved for recording in the Office of the Register of Deeds of Sampson County.

Date Administrator

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 H. LANE
Register of Deeds

By: -----
Asst./Deputy Register of Deeds

This is to certify that I have consulted the Federal Insurance Administration Flood Hazard Boundary Maps and found that the above property described is located in a special flood hazard area. Map # 3720150000J, Panel 1500, Effective Date: 1/5/2007

NORTH CAROLINA
HARNETT COUNTY

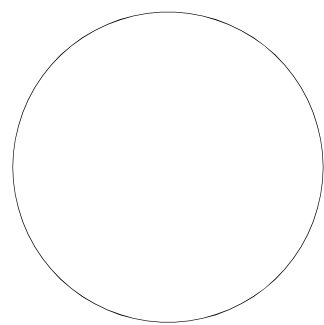
I, J. Scott Walker, a Professional Land Surveyor, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded per deed references as stated on map), that the ratio of precision as calculated by latitude and departures is 1/10000+, that 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 12th day of May, A.D., 2021.

PRELIMINARY

Not For Sales, Conveyances, or Recordation

Surveyor
L-4332
Registration Number

I, J. SCOTT WALKER, PROFESSIONAL LAND SURVEYOR NO. 4332, CERTIFY THAT THIS PLAT IS OF A SURVEY THAT CREATED A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.



NOTES:

This property does not appear to be located within 2000 feet of N. C. Grid Monumentation.

All measurements shown are horizontal ground measurements unless otherwise noted.

Area calculated by computer.

Set #4 rebar at all corners unless otherwise indicated.

Adjoining References are From the County GIS Office and other sources and May Not Have Been Verified by this Office.

Refer to Plans by Enoch Engineers, P.A. for Taylors Creek Dated 2/25/2020 for Existing Topography, Grading, Soil Erosion, Road Design, and a More Detailed Water Plan.

Limits of Flood Hazard Boundary Areas were Scaled from GIS. No Field Investigation was Performed for Wetland Areas or Flood Hazard Areas.

Lots are to be Served by Public Water and Individual Septic Systems.

Maintenance of the Open Spaces and Drainage Easements Will be The Responsibility of the Taylors Creek Home Owners Association.

OWNER and SUBDIVIDER:

JT PROPERTY MANAGEMENT OF NC, LLC
501 S LAYTON AVE.
DUNN, NC 28334

SITE DATA FOR PHASE 3

Area in PHASE 3: 26.39 Acres
Area in Nonresidential Uses: 10.60 Acres
Area in Streets: 1.62 Acres
Length of Street:
Taylors Creek Way: 630 ft.
Kildeer Ct: 580 ft.
Total: 1210 ft.
Total Number of Parcels: 21
Smallest Lot: Lot 25 - 0.58 Acres
25080 Sq Ft

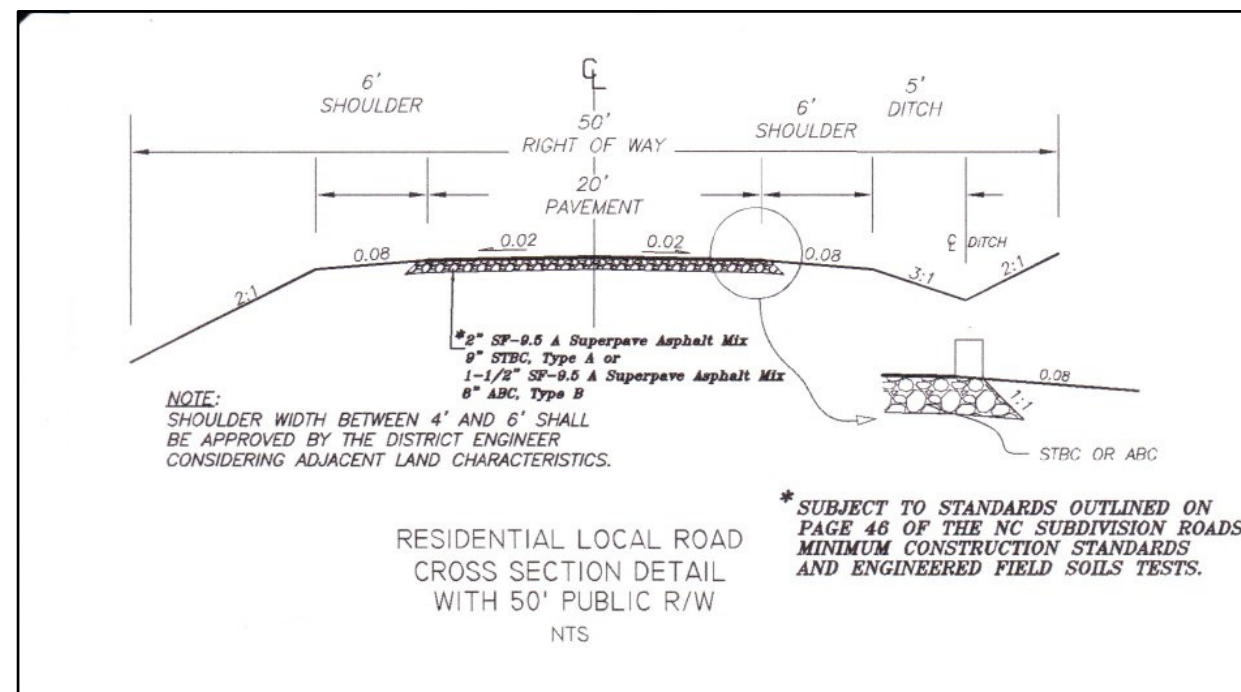
PROFESSIONAL ENGINEER:

ENOCH ENGINEERS, P.A.
Consulting Engineers & Surveyors
1403 NC Highway 50 South
Benson NC 27504
919-894-7765
enochengineers@earthlink.net

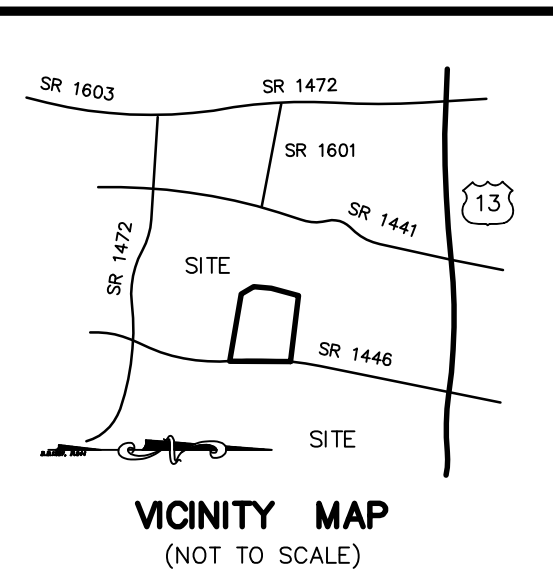
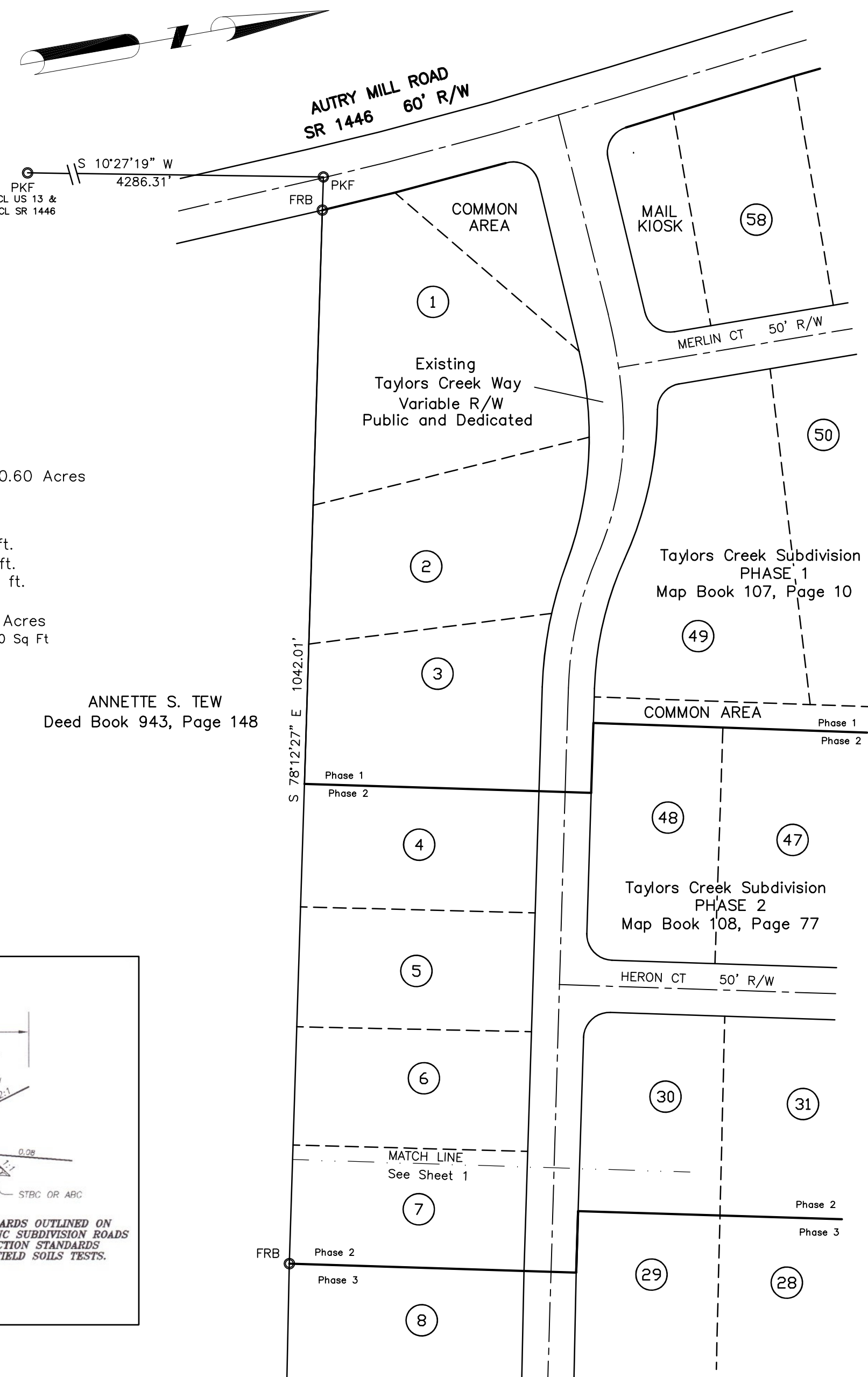
ZONED: R

MINIMUM SETBACK REQUIREMENT

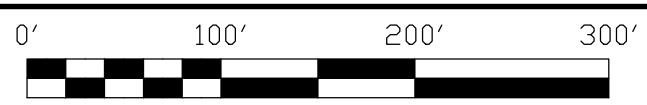
Front -----35'
Side -----10'
Rear -----25'



**FINAL PLAT FOR
TAYLORS CREEK SUBDIVISION
PHASE 3
SHEET 2 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: APRIL 25, 2022	DRAWN BY: JSW	
ZONE R	WATERSHED	PIN 02100532029	APN 1511-#071
CHECKED BY: JSW		SCALE: 1" = 100'	



- LEGEND:**
- FIS..... Found Iron Stake
 - 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
 - Set Back Line
 - Easement Line
 - Road Centerline
 - Surveyed Lines, R/W or Tie Line
 - Not to Scale

1607-3Fin

LINE	BEARING	DISTANCE
L-1	S 23°49'01" E	62.14'
L-2	N 43°56'58" E	48.54'
L-3	S 46°03'02" E	73.40'
L-4	S 43°56'58" W	18.54'
L-5	S 43°56'58" W	30.00'

DEED REFERENCE:

Deed Book 2091, Page 118
Map Book 107, Page 54

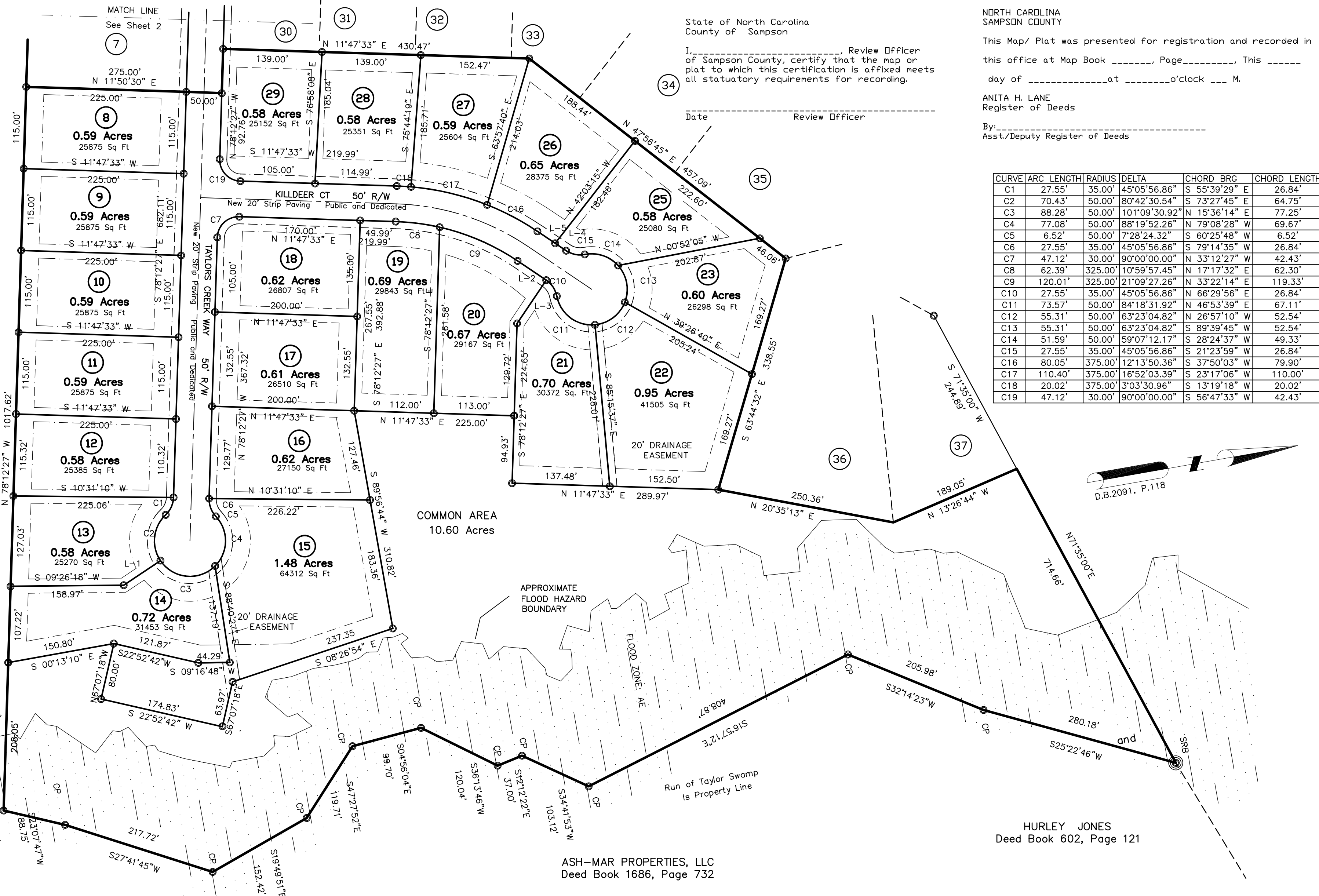
ANNETTE S. TEW
Deed Book 943, Page 148

LEGEND:

- FIS..... Found Iron Stake
- FIP..... Found Iron Pipe
- SIP..... Set Iron Pipe
- FCM..... Found Concrete Monument
- FKP..... 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
- Set Back Lines
- Easement Line
- Road Centerline
- Surveyed Lines, R/W or Tie Line
- Not to Scale



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

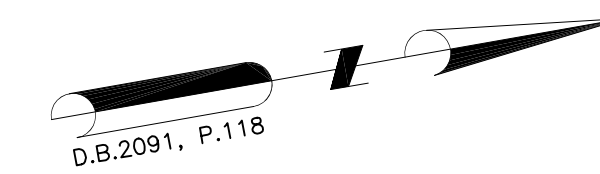
NORTH CAROLINA
SAMPSON COUNTY

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

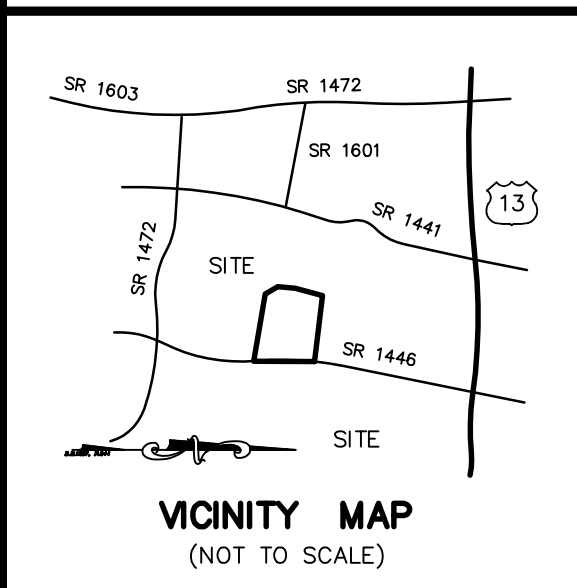
ANITA H. LANE
Register of Deeds

By: _____
Asst./Deputy Register of Deeds

CURVE	ARC LENGTH	RADIUS	DELTA	CHORD BRG	CHORD LENGTH
C1	27.55'	35.00'	45°05'56.86"	S 55°39'29" E	26.84'
C2	70.43'	50.00'	80°42'30.54"	S 73°27'45" E	64.75'
C3	88.28'	50.00'	101°09'30.92"	N 15°36'14" E	77.25'
C4	77.08'	50.00'	88°19'52.26"	N 79°08'28" W	69.67'
C5	6.52'	50.00'	7°28'24.32"	S 60°25'48" W	6.52'
C6	27.55'	35.00'	45°05'56.86"	S 79°14'35" W	26.84'
C7	47.12'	30.00'	90°00'00.00"	N 33°12'27" W	42.43'
C8	62.39'	325.00'	10°59'57.45"	N 17°17'32" E	62.30'
C9	120.01'	325.00'	21°09'27.26"	N 33°22'14" E	119.33'
C10	27.55'	35.00'	45°05'56.86"	N 66°29'56" E	26.84'
C11	73.57'	50.00'	84°18'31.92"	N 46°53'39" E	67.11'
C12	55.31'	50.00'	63°23'04.82"	N 26°57'10" W	52.54'
C13	55.31'	50.00'	63°23'04.82"	S 89°39'45" W	52.54'
C14	51.59'	50.00'	59°07'12.17"	S 28°24'37" W	49.33'
C15	27.55'	35.00'	45°05'56.86"	S 21°23'59" W	26.84'
C16	80.05'	375.00'	12°13'50.36"	S 37°50'03" W	79.90'
C17	110.40'	375.00'	16°52'03.39"	S 23°17'06" W	110.00'
C18	20.02'	375.00'	3°03'30.96"	S 13°19'18" W	20.02'
C19	47.12'	30.00'	90°00'00.00"	S 56°47'33" W	42.43'



**PRELIMINARY PLAT FOR
TAYLORS CREEK SUBDIVISION
PHASE 3
SHEET 1 of 2**



PRELIMINARY 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: APRIL 25, 2022	DRAWN BY: JSW			
ZONE R	WATERSHED	PIN 02100532029	APN 1511-#071	CHECKED BY: JSW	1607-3Fin

This is to certify that I have Consulted the Federal Insurance Administration Flood Hazard Boundary Maps and found that the above property described IS located in a special flood hazard area. Map # 37201500003, Panel 1500, Effective Date: 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 2nd day of April, A.D., 2022.

Surveyor
L-4332
Registration Number

PRELIMINARY
Not For Sales, Conveyances, or Recordation

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.

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 3 (a)

Meeting Date: July 11, 2022

<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: Appointment of Social Services Director

DEPARTMENT: Governing Body/Social Services

PUBLIC HEARING: No

CONTACT PERSON(S): Edwin W. Causey, County Manager

PURPOSE: To consider appointment of Social Services Director

ATTACHMENTS: None

BACKGROUND:

We have completed our candidate assessment process for our Social Services Director vacancy, facilitated by Developmental Associates, LLC. From the assessment results, Chairperson Sue Lee, County Manager Ed Causey, and Assistant County Manager Susan Holder interviewed the two top candidates. Based upon these interviews, the County Manager will bring a recommendation for appointment of the new Director.

RECOMMENDED ACTION OR MOTION:

Consider appointment of the candidate as recommended by Chairperson, County Manager and Assistant Manager

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 3 (b)

Meeting Date: July 11, 2022	<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: Tax Settlement and Charge to Tax Collector

DEPARTMENT: Tax

PUBLIC HEARING: No

CONTACT PERSON(S): Jim Johnson, Tax Administrator

PURPOSE: To hear annual settlement of taxes for FY 2021-2022 and charge Tax Collector with collection of FY 2022-2023 taxes

ATTACHMENTS: Tax Charge

BACKGROUND:

Annually, the Tax Administrator must provide a settlement of taxes for the previous fiscal year before being charged with the collection of the current year taxes. Tax Administrator Jim Johnson will provide the tax settlement information.

RECOMMENDED ACTION OR MOTION:

Motion to accept settlement and charge Tax Collector with collection of taxes for FY 2022-2023

To: Ed Causey, County Manager
From: Jim Johnson, Tax Administrator
Date: June 28, 2022
Subject: Annual Tax Settlement

According to GS 105-373, after July 1 and before being charged with collection of taxes for the current fiscal year a preliminary report on the previous fiscal year must be reported to the governing board.

Please put on the Board of Commissioner's agenda for Monday July 11, 2022.



State of North Carolina
County of Sampson

To the Tax Collector of the County of Sampson:

You are hereby authorized, empowered and commanded to collect the taxes set forth in the tax records filed in the Sampson County Tax Office and in the tax receipts herewith delivered to you, in the amount and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the County of Sampson, and this order shall be a full and sufficient authority to direct, require and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.

Witness my hand and official seal, this 11th day of July, 2022.

Chairperson, Sampson County Board of Commissioners

ATTEST:

Clerk to the Board of Commissioners

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 3 (c)

Meeting Date: July 11, 2022	<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: Designation of Voting Delegate for NCACC Conference

DEPARTMENT: Governing Body

PUBLIC HEARING: No

CONTACT PERSON(S): Edwin W. Causey, County Manager

PURPOSE: To designate board member to serve as the voting delegate at business session of NCACC Annual Conference, August 11-13, 2022

ATTACHMENTS: None

BACKGROUND:

The North Carolina Association of County Commissioners Annual Conference will be held on August 11-13, 2022 in Cabarrus County. The Board needs to determine which of its members will be attending and which of its attendees should be designated as the Board's voting delegate for the business session of the conference.

RECOMMENDED ACTION OR MOTION:

Designate an individual to serve as the County's voting delegate at the NCACC Annual Conference

**SAMPSON COUNTY
BOARD OF COMMISSIONERS**

ITEM ABSTRACT

ITEM NO. 4

Meeting Date: July 11, 2022	<input type="checkbox"/> Information Only <input type="checkbox"/> Report/Presentation <input type="checkbox"/> Action Item <input checked="" 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: Consent Agenda

DEPARTMENT: Administration/Multiple Departments

ITEM DESCRIPTIONS/ATTACHMENTS:

- a. Approve the minutes of the June 6, 2022; June 9, 2022; and June 16, 2022 meetings
- b. Adopt a resolution authorizing the County Manager to execute on behalf of Sampson County Rescue and Emergency Medical Services contracts with Roseboro Rescue & EMS, Inc., Clinton-Sampson Rescue and Emergency Medical Services, Inc., Newton Grove Rescue Squad, Inc., and Suttontown EMS, Inc.
- c. Approve a request for a waiver of the department head residency requirement for EDC Director Stephen Barrington
- d. Award the bid for the Department of Aging’s Nutrition Program to Gibbs Management at \$5.68 (congregate cost per meal-78), \$5.68 (home delivered cost per meal-143), and \$.75 (low sodium cost per snack-16)
- e. Accept ARPA Supplemental Nutrition Funding in the amount of \$53,260 and authorize execution of associated agreements and funding plan
- f. Authorize execution of the FY 2022-2023 Home and Community Care Block Grant Funding Plan and associated assurances documents
- g. Approve an extension of the lease between the County and DHHS-CDSA for +/- 168 square feet of space at 360 County Complex Road from July 1, 2022 through June 30, 2023
- h. Authorize execution of the contracts for legal services for FY 22-23 between Sampson County (DSS) and Warrick and Bradshaw and Howard and Carr and the contract addendum for legal services FY21-22 between Sampson County (DSS) and Warwick and Bradshaw
- i. Authorize the execution of the contract for Juvenile Court Officer/Investigator and Child Support Civil Officer services for FY 22-23 between Sampson County (DSS) and the Sampson County Sheriff’s Office
- j. Authorize the execution of the contract for non-emergency Medicaid transportation services for FY 22-23 between Sampson County (DSS) and Sampson Area Transportation

Continued next page

- k. Authorize the execution of the contract with W. Green, PLLC to audit accounts for the fiscal year ending June 30, 2022
- l. Authorize the surplus and transfer of service weapon (Sig Sauer P226 pistol, serial number 47A065117) to retiring officer Barry Britt
- m. Award a franchise for non-emergency convalescent transport services to Sampson Regional Medical Center
- n. Adopt a resolution accepting an allocation of ARP funding in the amount of \$1,717,000 for Project SRP-D-ARP-002 (Clement Area Water System Expansion) and making applicable grant assurances
- o. Approve correction to Section XI (Enterprise Fund, Water) of the FY 2022-2023 Budget Ordinance
- p. Approve the delinquent disabled veteran property tax exemption requests for Franklin L. Cooper, Gregory K. Bennett, Dean Roy Wilkins, and Ralphel Rayner
- q. Approve the tax refunds and releases as submitted
- r. Approve budget amendments as submitted

RECOMMENDED ACTION OR MOTION:

Motion to approve Consent Agenda as presented

The Sampson County Board of Commissioners convened for their regular meeting at 6:00 p.m. on Monday, June 6, 2022, in the County Auditorium, 435 Rowan Road in Clinton, North Carolina. Members present: Chairperson Sue Lee, Vice Chairperson Jerol Kivett, and Commissioners Thaddeus Godwin, Lethia Lee, and Clark Wooten.

Chairperson Sue Lee called the meeting to order and acknowledged Vice Chairperson Kivett who shared a passage about D-Day and asked those in attendance to observe a moment of silence. Vice Chairperson Kivett then led the Pledge of Allegiance.

Approval of Agenda

Upon a motion by Chairperson Lee and seconded by Vice Chairperson Kivett, the Board voted unanimously to approve the agenda with the following changes:

Tabled Item "i" from the Consent Agenda.

Item 1: Presentation – Water System Expansion Project

Chairperson Lee called upon Public Works Director Lin Reynolds who brought the Board up to date on the progress of several water system expansion projects. Vice Chairperson Kivett asked Mr. Reynolds if the Public Works department had a fund balance that was maintained for needed expenses. Mr. Reynolds informed Vice Chairperson Kivett that the fund balance is currently close to \$3,000,000, but that he would like it to be around \$5,000,000. Mr. Reynolds also informed the Board that the minimum cost for a mile of water lines is \$250,000 and that the County does not contribute any money to the water system. County Manager Causey then added that with a water system the size of Sampson County's he would like for the fund balance to be large enough that the County could make significant routine repairs without depleting much of the balance. He added that this goal could be achieved by occasionally adjusting rates to ensure that the fund balance is growing. Commissioner Lethia Lee asked Mr. Reynolds about a sign-up deadline for these projects. Mr. Reynolds informed her that there is a 60-day sign-up period.

Item 2: Planning & Zoning Matters

(Public Hearing) Request to Rezone 2.50-Acre Parcel (Tax Parcel 14084504309, Plain View Highway) from Residential Agricultural to Conditional Commercial

Chairperson Lee opened the public hearing and called upon Inspections Director Myron Cashwell who presented the Board with information regarding Tax Parcel 14084504309. The Planning Board had recommended approval of the request to rezone

2.50-acre surveyed portion of a 5.56-acre parcel from Residential Agricultural (RA) to a Conditional Commercial (C) (CZ) Zoning District for the purpose of establishing a primary care medical facility. The Sampson County Planning Board found the proposed rezoning to be consistent with the Residential Growth Land Use Category and to positively align with the main purpose and intent of such designation. The Planning Board found that the conditional rezoning request is reasonable and in best public interest. Chairperson Lee called on Sampson Regional Medical Center's Chief Financial Officer Jerry Heinzman for comment. Mr. Heinzman thanked the Board for considering the hospital's request. He explained that the hospital is planning to put a physician's practice in Spivey's Corner to provide medical care to the community. He added that the hospital has selected a doctor for the practice and that they appreciate the opportunity. Hearing no other comments, Chairperson Lee closed the public hearing. Upon a motion by Commissioner Godwin and seconded by Commissioner Lethia Lee, the Board voted unanimously to approve the request to rezone 2.50-acre parcel (Tax Parcel 14084504309, Plain View Highway) from Residential Agricultural to Conditional Commercial, adopting the following consistency statement: *The Sampson County Board of Commissioners finds the proposed conditional rezoning to be consistent with the Residential Growth Land Use designation and to positively align with the main purpose and intent of such designation. The Sampson County Board of Commissioners finds that the conditional rezoning request to establish a primary care medical facility is reasonable and in best public interest and all other permitted uses included in this Conditional Commercial (C) (CZ) Zoning District are reasonable and in best public interest. The Sampson County Board of Commissioners finds the proposed conditional rezoning to be consistent with the land use plan.*

(Public Hearing) Request to Rezone 2-Acre Parcel (Tax Parcel 13011575501, Grimes Road) from Commercial to Residential Agricultural Chairperson Lee opened a public hearing and Inspections and Planning Director Myron Cashwell informed the Board that the Planning Board has recommended approval of the request to rezone a 2-acre parcel from Commercial (C) to a Residential Agricultural (RA) Zoning District. The Sampson County Planning Board found the proposed rezoning to be consistent with the Rural Residential/Agriculture Land Use Category and to positively align with the main purpose and intent of such designation. The Planning Board found that the rezoning request is reasonable and in best public interest. Hearing no public comments, Chairperson Lee closed the public hearing. Upon a motion by Vice Chairperson Kivett and seconded by Commissioner Godwin, the Board voted unanimously to approve the request to rezone 2-acre parcel (Tax Parcel 13011575501, Grimes Road) from Commercial to Residential Agricultural adopting the following consistency statement: *The Sampson County Board of Commissioners find the proposed rezoning to be consistent with the Rural Residential/Agriculture Lane Use designation and to positively align with the main purpose and intent of such designation. The Sampson County Board of Commissioners finds the proposed rezoning to be consistent with the land use plan.*

Item 3: Action Items

(Public Hearing) Proposed Budget for FY 2022-2023 Chairperson Lee opened a public hearing regarding the proposed budget for FY 2022-2023. The following comments were received:

Barbara Faison: I'm Barbara Faison. I live here in the city limits of Clinton. 524 Fayetteville Street. Thanks for allowing me to speak of the 2022-2023 budget public comments. Didn't know that I was going to be first, but that's fine too. As a retired County employee for over thirty years, I know the challenges that the budget causes each year. I understand about the mandates each County must provide for its citizens each year. The proposed property tax rate, the tax rate that we currently have is 82.5. The proposed tax rate increase is 87.5. I have a problem with it being addressed for only property owners. We have people who come here, who live here, who don't pay any property taxes, and stay here and never pay any property taxes. There are people who come through and visit, there are people who come here to see other people, there are people who are in jail and who don't pay anything, and we pay for them too. I propose, I personally feel that we need to pay for services whether we have property or not. I am proposing that the \$.05 be added as sales tax so that all services enjoyed by everyone who lives in this County will be shared by everyone. That way, it will not be a burden on just senior citizens who are property owners, who pay majority of this. As we said in the opening with the Pledge of Allegiance, one nation, under God, with liberty and justice for all, then it should be that. That we all pay for this. Thank you from the bottom of my pocketbook and thank you sincerely for allowing me this time.

Carla Peterson: My name is Carla Peterson, 3467 Taylor's Bridge Highway, Clinton, North Carolina. Thank you for allowing me to address the proposed budget. I am here to ask that you do not raise property taxes. Twenty-six counties across North Carolina, including Sampson, revalued in 2019. Based on their current year, fiscal year rates, only three of those have a higher property tax rate than Sampson County. I encourage you to look for other ways to balance the budget. Increase revenues. Look at your current schedule of fees and fines. Your current one. Look at where you can put new ones in, and then look at your assets. Do you have any assets that can be sold? Quite frankly, I recommend selling the Expo Center. To decrease expenditures, you're going to have to cut the budget. My own recommendation is to eliminate longevity pay for employees and dental insurance if you do pay it, paid by the County on behalf of employees. And finally, I also recommend that any market or pay study be postponed indefinitely. The County Manager stated in the proposed budget, and I quote, 'We continue to be concerned about continued inept Federal Government fiscal policies.' Not sure where he's coming from on that one. And he also stated, 'If the Board chooses to redefine government by reducing services, it will be challenging.' I agree wholeheartedly. I

personally believe it would be beneficial for the County Manager to expound on these statements. As he pointed out, Sampson County has lost population. Given this fact, along with the uncertain state of our economy, plus our already high property tax rate, I believe what we need is a willingness to be creative. We do value our county employees. They probably know all too well that overall, we are not a wealthy county. Median household income hovers around \$42,000. That's household income with 2.68 people per household. We should make no assumption that government programs must stand as how they are, or how they've been in the past. Everyone in the county absolutely must be flexible. Raising the property tax now, in my opinion, is not a good idea. Thank you again for giving me this opportunity to speak.

There bring no other comments, the Chairperson closed the public hearing.

(Public Hearing) Economic Development Expenditures in Proposed Budget for FY 2022-2023 Chairperson Lee opened a public hearing and opened the floor for comments. Hearing none, she closed the public hearing.

(Public Hearing) Revisions to the Sampson County EMS Franchise Ordinance Chairperson Lee opened a public hearing and called upon Emergency Management Director Rick Sauer. Mr. Sauer discussed proposed amendments to the ordinance regulating the granting of franchises for convalescent transport and presented recommendations for the appointment of new members to the Franchise Ordinance Committee. Chairperson Lee closed the public hearing. Upon a motion by Chairperson Lee and seconded by Commissioner Godwin, the Board voted unanimously to adopt the recommended changes to the Ordinance Regulating Emergency Medical Service and Granting of Franchises for Convalescent Transport Service and to appoint the Franchise Committee as noted below. (Copy filed in Ordinance Book ____, Page ____.)

Sauer, Richard (Emergency Services Director)	Magill, Angela (SCC EMS Program)
Herring, Erick (SCEMS Operations Chief)	Pearsal, Adam (Roseboro Rescue & EMS)
Hairr, Kevin (SCEMS Training Officer)	Bradshaw, Jerry (Clinton Sampson EMS)
Brown, John (SC 911 Center Manager)	Lee, Keith (Newton Grove EMS)
Holder, Susan (County Mgr./Designee)	Jackson, Bradley (Suttontown EMS)
Clack, David (County Finance Officer)	Williams, Mark (Vanns Crossroads Fire Medic)
Occhino, Chris (Medical Director)	Strickler, Alexander (North State Medical Transport)
Fortson, Tracy (SRMC Admin/Designee)	Lockamy, Ryan (Clement Fire Medic)
Rivenbark, Sharon (SRMC ER Designee)	Matthews, Keith (Godwin Falcon Fire Medic)

Appointments - Hospital Board of Trustees Chairperson Lee called upon Vice Chairperson Kivett who moved to appoint Telfair Simpson to the Hospital Board of Trustees, filling the vacancy caused by the passing of member Enrique Coello. Upon a second by Commissioner Godwin, the Board voted unanimously to make this appointment.

Appointments – SEDC Upon a motion by Vice Chairperson Kivett and seconded by Commissioner Godwin, the Board voted unanimously to appoint Hugh Carr to the Southeastern Economic Development Commission, filling the vacancy caused by the passing of member Carey Taylor.

Appointments – Advisory Board of Older Adult Services Upon a motion by Vice Chairperson Kivett and seconded by Chairperson Lee, the Board voted unanimously to appoint Patrice Parker to the Advisory Board of Older Adult Services.

Appointments – JCPC Upon a motion by Vice Chairperson Kivett and seconded by Commissioner Godwin, the Board voted unanimously to appoint Kierston Powell (representing the 18-21 age group) to the Juvenile Crime Prevention Council.

Appointments – CVB Board Upon a motion by Vice Chairperson Kivett and seconded by Chairperson Lee, the Board voted unanimously to appoint Clark Honeycutt to fulfill the remainder of Matthew Register’s term on the Convention and Visitors Bureau Board. Upon a motion by Vice Chairperson Kivett and seconded by Chairperson Lee, the Board voted unanimously to appoint Joel Rose to his second term on the Convention and Visitors Bureau Board. Upon a motion by Vice Chairperson Kivett and seconded by Chairperson Lee, the Board voted unanimously to appoint Joel Rose as the Chairman of the Convention and Visitors Bureau Board. Upon a motion by Vice Chairperson Kivett and seconded by Commissioner Godwin, the Board voted unanimously to reappoint Kay Raynor as the City of Clinton’s appointed seat.

Item 4: Consent Agenda

Upon a motion made by Chairperson Lee and seconded by Commissioner Godwin, the Board voted unanimously to approve the Consent Agenda as follows:

- a. Approved the minutes of the May 2, 2022 and May 23, 2022 meetings
- b. Authorized the execution of a lease between Sampson County and the NC Department of public safety for +/- 3,650 square feet of office space located at 100 Main Street and +/- 855 square feet at 405 County Complex Road (Copy filed in Inc. Minute Book _____, Page _____.)
- c. Authorized the waiver of all overdue fines on the accounts of patrons who are under the age of 18 from June 13 – August 1 as part of the Sampson-Clinton Library’s Fine Free Summer for Juvenile and Young Adult books
- d. Authorized the acceptance of Bright Ideas Grant by the Sampson-Clinton Library and execution of associated grant agreement documents (Copy filed in Inc. Minute Book _____, Page _____.)

- e. Approved the execution of an easement between Sampson County and Duke Energy Progress, LLC for parcel 06011723101 (Copy filed in Inc. Minute Book _____, Page _____.)
- f. Approved the revised Home and Community Care Block Grant Funding Plan, Revision 1 (Copy filed in Inc. Minute Book _____, Page _____.)
- g. Authorized the execution of the Satisfaction of Security for Mary Catherine Vann Deed of Trust (Copy filed in Inc. Minute Book _____, Page _____.)
- h. Declared as surplus and authorized transfer of service weapons (Sig Sauer pistols serial numbers 47A066292 and 47A065135) to retiring officers Judy Jackson and Ray Draughon
- ~~i. Adopted a resolution authorizing the execution of contracts for rescue services between Sampson County and the Clinton Sampson Rescue and EMS, Inc., Newton Grove Rescue Squad, Roseboro Rescue and EMS, and Suttontown EMS (this item was tabled)~~
- j. Approved the applications for Public School Building Capital Funds (Lottery Funds) (Copies filed in Inc. Minute Book _____, Page _____.)
- k. Adopted the Resolution to Support the myFutureNC Attainment Goal (Copy filed in Inc. Minute Book _____, Page _____.)
- l. Approved the JCPC Funding Plan for FY 22-23 (Copy filed in Inc. Minute Book _____, Page _____.)
- m. Approve a delinquent late list penalty for Prestage Ag Energy, LLC
- n. Approve the tax refunds and releases as submitted

#9888	Rashon Davis	\$222.77
#9892	Jose Manuel Bonilla	\$106.83
#9894	Jordan Faircloth	\$266.16
#9896	Norris Edge	\$121.83
#9899	Tabitha Draughon	\$211.21
Tax Release	Christopher Sinclair	\$228.02

- o. Approved budget amendments as submitted:

<u>EXPENDITURE</u>	Finance		
<u>Code Number</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11141500	519200 Legal Professional Services	\$65,500.	
11999000	509700 Contingency		\$65,500.

<u>EXPENDITURE</u>		Animal Shelter		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11243800	523900	Medical Supplies	\$535.	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11034380	408401	Donations	\$535.	

<u>EXPENDITURE</u>		Social Services		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
13554810	568414	LIEAP	\$508,846.	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
13535480	403314	LIEAP	\$508,846.	

<u>EXPENDITURE</u>		Health Department		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
12551670	512100	Salaries	\$35,110.	
12551670	518100	FICA	\$2,443.	
12551670	518120	Medicare FICA	\$572.	
12551670	518200	Retirement	\$2,0008.	
12551670	545000	Insurance & Bonds	\$1,319.	
12551670	518600	Worker's Comp Insurance	\$2,509.	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
1253167	404000	State Assistance	\$44,033.	

<u>EXPENDITURE</u>		Library		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11761100	544200	Cultural Programming	\$725.	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11036110	408401	Donations/Sponsorships for Summer Reading	\$725.	

<u>EXPENDITURE</u>		Finance		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
72154000	545100	Administration/Claims Paid	\$820,000.	

<u>REVENUE</u>				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
72035400	499900	Fund Balance Appropriated	\$820,000.	

<u>EXPENDITURE</u>		Finance		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11142600	533000	Utilities	\$19,000.	
11999000	509700	Contingency		\$19,000.

EXPENDITURE		Finance		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11761700	506102	Special Appropriations Misc.	\$50,000.	
11142600	535123	Maint/Repair Special Projects		\$50,000.

EXPENDITURE		Finance		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11243800	535100	Maint/Repair Buildings and Grounds	\$2,141.	

REVENUE				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11039999	409800	Fund Balance Approp Encumbrances	\$2,141.	

EXPENDITURE		Finance		
<u>Code Number</u>		<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
11141210	512100	Salaries	\$18,642.	
11141210	518100	FICA	\$580.	
11141210	518120	Medicare FICA	\$128.	
11141210	518200	Retirement	\$946.	
111411210	518400	Dental Insurance		\$366.
11141210	518700	Cafeteria Fees	\$18.	
11141210	518901	401K County Contribution		\$600.
11141300	512100	Salaries	\$35,535.	
11141300	512120	Supplement		\$1,956.
11141300	518400	Dental Insurance		\$373.
11141300	518700	Cafeteria Fees		\$153.
11141400	512100	Salaries	\$30,652.	
11141400	512600	Part-time Salaries		\$7,500.
11141400	518100	FICA		\$1,956.
11141400	518120	Medicare FICA		\$448.
11141400	518200	Retirement		\$284.
11141400	518700	Cafeteria Fees		\$130.
11141400	518901	401K County Contribution		\$3,760.
11141500	512100	Salaries	\$13,256.	
11141500	518100	FICA	\$326.	
11141500	518120	Medicare FICA	\$79.	
11141500	518200	Retirement	\$835.	
11141500	518700	Cafeteria Fees		\$72.
11141500	518901	401K County Contribution	\$558.	
11141800	512100	Salaries	\$17,572.	
11141800	518100	FICA	\$400.	
11141800	518120	Medicare FICA	\$85.	
11141800	518200	Retirement	\$409.	
11141800	518901	401K County Contribution		\$1,800.
11142100	512100	Salaries	\$22,920.	
11142100	518100	FICA	\$851.	
11142100	518120	Medicare FICA	\$194.	
11142100	518200	Retirement	\$1,213.	

11142100	518700	Cafeteria Fees	\$6.	
11142100	518901	401K County Contribution		\$1,900.
11142600	512100	Salaries	\$27,389.	
11142600	512200	Overtime Salaries	\$413.	
11142600	518100	FICA	\$880.	
11142600	518120	Medicare FICA	\$216.	
11142600	518200	Retirement		\$100.
11142600	518901	401K County Contribution		\$800.
11243100	512100	Salaries	\$133,910.	
11243100	512120	Supplement		\$16,020.
11243100	512200	Overtime Salaries	\$221,000.	
11243100	512205	Overtime – US Dept of Justice GRN	\$12,700.	
11243100	512300	Shift Differential Pay	\$9,300.	
11243100	512600	Part-Time Salaries		\$25,000.
11243100	518120	Medicare FICA	\$606.	
11243100	518200	Retirement	\$539.	
11243100	518278	Law Enforcement Retirement	\$18,500.	
11243100	518300	Group Insurance		\$40,000.
11243100	518700	Cafeteria Fees	\$126.	
11243100	518900	401K Supplemental Retire Fund	\$9,500.	
11243100	518901	401K County Contribution		\$2,000.
11243200	512100	Salaries		\$110,000.
11243200	512200	Overtime Salaries	\$105,000.	
11243200	512300	Shift Differential Pay	\$5,810.	
11243200	512400	On-Call Pay		\$800.
11243200	512600	Part-Time Salaries	\$14,100.	
11243200	518200	Retirement		\$12,500.
11243200	518278	Law Enforcement Retirement		\$3,500.
11243200	518300	Group Insurance		\$64,000.
11243200	518400	Dental Insurance		\$4,400.
11243200	518700	Cafeteria Fees		\$300.
11243200	518900	Supplemental Retirement Fund		\$1,700.
11243200	518901	401K County Contribution		\$28,000.
11243250	512100	Salaries	\$7,715.	
11243250	512200	Overtime Salaries	\$125,000.	
11243250	512300	Shift Differential Pay	\$574.	
11243250	512600	Part-Time Salaries		\$51,000.
11243250	518100	FICA	\$3,647.	
11243250	518120	Medicare FICA	\$948.	
11243250	518200	Retirement	\$10,603.	
11243250	518300	Group Insurance		\$27,000.
11243250	518700	Cafeteria Fees	\$73.	
11243250	518901	401K County Contribution		\$5,200.
11243300	512100	Salaries	\$5,607.	
11243300	512200	Overtime Salaries	\$8,689.	
11243300	512400	On-Call Pay	\$562.	
11243300	518200	Retirement		\$1,000.
11243300	518300	Group Insurance		\$18,500.

11243300	518700	Cafeteria Fees		\$300.
11243300	518901	401K County Contribution	\$6,900.	
11243500	512100	Salaries	\$33,306.	
11243500	512101	Salary Adjustments		\$1,968.
11243500	518200	Retirement	\$565.	
11243500	518301	401K County Contribution		\$2,000.
11243700	512100	Salaries	\$117,585.	
11243700	512200	Overtime Salaries	\$117,619.	
11243700	512600	Part-Time Salaries		\$20,000.
11243700	518100	FICA	\$4,222.	
11243700	518120	Medicare FICA	\$1,568.	
11243700	518200	Retirement	\$25,332.	
11243700	518300	Group Insurance		\$25,000.
11243700	518700	Cafeteria Fees	\$9.	
11243700	518901	401K County Contribution		\$2,800.
11243800	512100	Salaries	\$6,502.	
11243800	518100	FICA		\$300.
11243800	518120	Medicare FICA		\$50.
11243800	518200	Retirement		\$20.
11243800	518300	Group Insurance		\$2,000.
11243800	518400	Dental Insurance		\$100.
11243800	518901	401K County Contribution		\$1,000.
11449200	512100	Salaries	\$17,168.	
11449200	518100	FICA	\$682.	
11449200	518120	Medicare FICA	\$189.	
11449200	518200	Retirement		\$500.
11449200	518700	Cafeteria Fees	\$6.	
11449200	518901	401K County Contribution		\$1,200.
11558200	512100	Salaries	\$6,595.	
11558200	512600	Part-Time Salaries	\$63.	
11558200	518100	FICA	\$62.	
11558200	518120	Medicare FICA	\$33.	
11558200	518200	Retirement	\$490.	
11558200	518700	Cafeteria Fees		\$24.
11558200	518901	401K County Contribution	\$253.	
75243100	512600	Special Separation Allowance	\$6,451.	
75243100	518100	FICA	\$338.	
75243100	518120	Medicare FICA	\$80.	
11449500	512100	Salaries	\$6,000.	
11449500	518100	FICA	\$1,250.	
11449500	518120	Medicare FICA	\$300.	
11449500	518200	Retirement	\$2,100.	
11449500	518300	Group Insurance	\$4,400.	
REVENUE				
<u>Code Number</u>		<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
75034310	499900	Fund Balance Approp	\$6,869.	
11039999	409900	Fund Balance Approp	\$731,431.	

Clinton City Schools Budget Amendments as submitted.

<u>EXPENDITURE</u>		Clinton City Schools - State	
<u>Code Number</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
1.5350.016.198.000.000.00	Salary RtA Teacher	\$55,292.	
1.5120.014.418.308.308.00	Computer Supplies & Software		\$450.
1.5850.016.198.000.000.00	Summer RtA Tutoring	\$22,483.	
1.5350.016.198.000.000.00	Summer RtA Tutoring		\$14.
1.5210.029.142.000.000.00	Salary – Teacher Assistant		\$3,803.
1.5100.130.412.000.000.00	Textbooks	\$18,864.	

<u>EXPENDITURE</u>		Clinton City Schools – Capital Outlay	
<u>Code Number</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
4.4491.440.000.000.000.00	K-12 Athletic Facilities Grant	\$106,536.	
4.4910.000.000.000.000.00	Fund Balance Appropriated	\$226,524.	

<u>EXPENDITURE</u>		Clinton City Schools - Federal	
<u>Code Number</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
3.5350.176.121.000.000.00	Salary - Teacher	\$4,165.	
3.5350.177.121.000.000.00	Salary – Teacher	\$2,592.	
3.5230.049.411.316.000.00	EC – Supplies and Materials		\$5.
3.5330.050.411.000.000.00	Supplies and Materials	\$4.	
3.5210.060.121.000.000.00	Salary – Teacher	\$31,193.	
3.5110.103.163.000.000.00	Salary – Substitute	\$104.	
3.5270.104.198.000.000.00	Salary – Tutor	\$491.	
3.5110.108.411.000.000.00	Supplies and Materials	\$154.	
3.5100.171.411.000.000.00	Supplies and Materials	\$5,379.	
3.5330.181.418.000.000.00	Computer Supplies	\$18,831.	
3.5210.185.411.000.000.00	Supplies and Materials	\$40,106.	
3.5230.186.411.316.000.00	Supplies and Materials	\$4,272.	
3.5100.203.108.000.000.00	Salary – Bonus	\$22,633.	
3.5860.191.311.000.000.00	Contracted Services	\$25,919.	
3.5860.192.311.000.000.00	Contracted Services	\$30,290.	

Consent – Board of Commissioners and Board of Health

- p. Approved the revised Health Dept Fees/CPT Update as submitted

Item 5: Board Information

The Board Received the following items and information only:

- a. March 21, 2022 Minutes from SCHD Advisory Committee Meeting
- b. March 21, 2022 Minutes from Dangerous Dog Appeal Hearing

c. 2021 Sampson County Health Assessment (CHA)

Item 6: County Manager's Report

Chairperson Lee called upon County Manger Causey who had nothing additional to report.

Item 7: Public Comment Period

Chairperson Lee opened the floor for public comments. The following were received:

Edward Gillam: Good evening. My name is Edward Gillam. I live at 817 West 2nd Street, Garland, North Carolina. I want to start by saying thank you for all that you've done to make this dream a reality bringing water to the Ivanhoe area and surrounding areas as well. I feel we have made great strides in attempting to secure current infrastructure grant opportunities and utilizing this with the advancement of Sampson County Water System. I would like to recognize Mr. Reynolds for his hard work and dedication. I also want to address the importance of communicating with communities on what the status, meeting dates, and other important information. I received an email in regard to the Lakewood project which inspired me to research current water project information for Sampson County. I googled it and found www.sampsonnc.com website, gave me additional information regarding water projects and locations. Including a link with an application for water information which was actually the email address about where to find the application at. I think we still need a County Water Board which includes several different representatives from each part of the underserved county for communication and updates. I feel the Community Water Board could assist in helping each other. I research every day. Its just part of my DNA, but everyone does not have the capabilities or resources to do so. I feel disabled, disadvantaged people should be advised and educated on important matters such as the public water project. A committee could get information out there. Where to find the application, status of grants, assisting customers with improvement, and direct locations in the County. Um, lets just go ahead and continue this path of progression, communication, and unification to do this. Like I said, I was just thinking about one person signing up in Lakewood. You know, maybe if we get a little bit more and I'm not saying what we have right now is not good, but a little bit more direct information out to the people and whatnot, I think it would get a whole lot more people to sign up and everything. And we have people throughout the county that's actually willing to do that and help out and assist in that. That's it. Y'all have a great evening and God Bless.

Jay Ingram: Good evening. My name is Jay Ingram and I live at 2254 Old Mintz Highway. I'm the President of the Highsmith Side Community Watch. I have two

issues and first of all I just want to thank Commissioner Lee. We have come together, and we have talked about the water situation in our area and throughout the County. Actually, all over the world. I feel as though, well there are two things that everyone in this world needs to have. That's clean water and clean air. Those two things. Now we all can put different things in our body that's going to affect us, like for many years I was a smoker. I'm paying the price for that today. But, that was something that I chose to do. But as we grow older and older with our young children we all deserve to have clean water and clean air. The problem I have with clean air is about a mile down the road from me Smithfield just bought two hog farms. Flies. We can not even open our door. They are rushing in. You know, the smell, for many many days I went outside, and I was like, "What is that smell?" And I will admit, I have a few chickens, and I went, and I cleaned my pen out because I didn't want nothing to affect nobody else in my community. And then they next day I had that same smell again, and the next day the same smell again. Then I realized where it was coming from. And that's not cool. That's not cool, y'all. That's all I wanted to say. Let us all work together. Thank y'all for what you're doing. Thank you.

Elaine Hunt: Good evening. My name is Elaine Faison Hunt. I live at 7171 Old Warsaw Road, Turkey, North Carolina, and I'm back again. And there is nothing new under the sun, and there is nothing new that I desire at this time. My story is the same as last month. I, my neighbors, and my family would like to have county water. I presented a petition to you during the May meeting. I have had correspondence with your staff since the May meeting, but no positive response. After talking to your staff, and I thank Mr. Reynolds for the communication, I felt as if I was in college again. A scoring system. We don't measure up to your scoring system. I truly apologize that the people aren't rushing to move on Old Warsaw Road, and I apologize that were we current reside is not qualified for County water, so I'm told. And I know that this is not a question-and-answer session, but I do have questions for you. Who created this scoring system? Is it the same for my area as well as other areas? Can the public have access to this scoring system? And how much iron are households expected to consume before this situation becomes important enough to you to not be gauged by your scoring system? You said that this section of road will not qualify for a water extension using your current scoring system. Changes and amendments are made every day. I know you all do it. I've seen other locales do it. And I'm a firm believer that people do what they want to do, and where there's a will, there surely is a way. You are saying we need a minimum of 56 potential customers. I live in Turkey. Do you know the population? Turkey is a small town. 56 potential customers. Your scoring system is not economically feasible, nor in my mind is it sensible. Walking in the morning I noticed markings on the road. Natural gas company with the desire of installing gas lines in our neighborhood. Star has come out and installed faster equipment for internet and I thank God for both of them. But what would be more grateful and appreciated to us is Sampson County water staff coming in our area to provide County water to me, my family, my neighbors. Thank you for allowing me to voice my

concerns and my desire. Last month I didn't have five bottles of water to share with you all. I brought five tonight if you all want to share my water. I see you drinking water. She what we have to put up with. Thank you once again.

Assistant County Manager Susan Holder read a written public comment submitted by Lacy and Ruby Bell of 2812 East Darden Road, Faison, North Carolina:

The water petition for this section of East Darden Road has been evaluated by Lin Reynolds and the section qualifies for a water extension based on the scoring with these factors considered:

1. Available funding
2. If permits can be obtained
3. Approval by the water board

We are asking the county to:

1. Provide countywide water for East Darden Road extension and other underserved communities in Sampson County
2. Honor the initial tap-on fee reduction for those who paid during the initial tap on, since those funds were not refunded
3. Since fees are scheduled to increase in July, we are asking that the county "Grandfather In" all those who sign the Sampson County Public Works Petition for water on or before July 1, 2022, at the lowest tap on fees of ¾" tap \$500 and 1" tap for \$600

Thank you so much for your cooperation and support.

Recess to Reconvene

Upon a motion by Chairperson Lee and seconded by Vice Chairperson Kivett, the Board voted unanimously to recess to reconvene for a budget work session on June 9, 2022 at 10:00 am in the County Administration Building Conference Room.

Sue L. Lee, Chairperson

Susan J. Holder, Clerk to the Board

The Sampson County Board of Commissioners convened for a recessed meeting at 10:00 a.m. on Thursday, June 9, 2022, in the Conference Room of the County Administration Building, 406 County Complex Road, Clinton, North Carolina. Members present: Chairperson Sue Lee, Vice Chairperson Jerol Kivett, and Commissioners Thaddeus Godwin, Lethia Lee, and Clark Wooten.

Chairperson Sue Lee called the meeting to order and informed those in attendance of the passing of Sampson County 911 employee Joshua McLamb. She then acknowledged Vice Chairperson provided the invocation and led the Pledge of Allegiance.

Consideration of MOU Between Sampson County (DSS) and NC DHHS (for fiscal years 2022-2023 and 2023-2024)

Upon a motion made by Chairperson Lee and seconded by Commissioner Godwin, the Board voted unanimously to approve the execution of the MOU Between Sampson County (DSS) and NC DHHS for fiscal years 2022-2023 and 2023-2024. (Copy filed in Inc. Minute Book _____, Page _____.)

Budget Work Session

Chairperson Lee provided the following opening statement to the Board of Commissioners:

“Logically and mathematically, I understand that the budget that was presented to the Board of Commissioners on May 23, 2022, would be appropriate to fund the requests that were given. The staff did an excellent job creating this budget, and I commend them for their hard work; however, considering the unique position that the state our economy is in now, I feel we have no alternative but to look for ways to avoid a tax increase. Inflation is at a forty year high, and the economy is contracting rather than expanding. We are emerging from a pandemic that has wreaked havoc with our businesses and our work force.

Our current tax rate is one of the highest in the state and is higher than any of the counties that surround us. At some point, we must apply the brakes and make hard decisions. Recruiting businesses and personnel to come to Sampson County would be severely hampered by an excessively high tax rate. Economic growth is key to the prosperity of our county.

As a part of our meeting on Monday, we entertained comments from the public. Two people spoke and both advocated for no tax increase. I have spoken with dozens of people in the county and have not found one citizen that wants a tax increase.

If we raise taxes on the property owners, they will be primarily responsible for the cost of the increased budget, a budget that offers services to all. I am proposing that we ask the staff to proceed with appropriate measures to request an unrestricted ½ cent sales tax increase for Sampson County. This will take time but would be a great help to the county going forward.

I have asked the staff to compile a list of changes to the proposed budget that would eliminate the need for a tax increase at this time. The important thing to note is that the reductions I am suggesting are reductions to the proposed budget for next fiscal year, NOT the current budget. For the most part, *increases have been budgeted, just not to the extent that were originally proposed.* For example, the per student contribution is more than last year, but not as much as originally presented.

I ask that you vote for the motion that I am making today and make any further motions that you choose.”

Following her statement, Chairperson Lee moved to eliminate **all** of the tax increases (both County ad valorem tax and fire protection service district taxes) proposed in the budget presented by the County Manager on May 23, 2022 and take the following actions to reduce the proposed budget accordingly:

- A. Eliminate contributions to the following reserve accounts:
 - \$450,000 proposed for the County building reserve account
 - \$112,500 proposed for the Clinton City Schools building reserve account
 - \$225,000 proposed for the Sampson County Schools building reserve account
 - \$112,500 proposed for the Sampson Community College building reserve account
 - \$250,000 proposed for the Economic Development reserve account
 - \$122,000 proposed for the revaluation reserve account

- B. Reduce the proposed current expense allocations to Sampson County Schools and Clinton City Schools to \$1,273 per pupil (a cut of \$77,787 for City Schools and \$209,439 for County Schools)

- C. Reduce the proposed current expense allocation to Sampson Community College by \$32,412 and eliminate the \$250,000 proposed Sampson Community College capital outlay appropriation

- D. Delete the proposed allocations to county departmental budgets:
 - \$18,172 From the Animal Shelter budget for replacement cat cages
 - \$5,539 From the Veterans Department for the Veterans Action Event
 - \$72,000 From the Cooperative Extension budget for beaver management contracted services
 - \$76,000 Decrease County contribution to the Aging budget
 - \$25,000 From the Recreation budget for part time salaries/fringes
 - \$16,207 From the Recreation budget for a bunker rake
 - \$10,000 From the Recreation budget for the Maintenance entrance
 - \$60,000 From the Detention Center budget for mezzanine fencing
 - \$111,577 From the Human Resources budget for contracts/services including the amount budgeted for the salary market study
 - \$30,000 From the Administration budget for website upgrades
 - \$69,288 From the EM budget for an Assistant EMS Operations Chief
 - \$69,299 From the Sheriff’s budget for a Juvenile Investigator

- E. Defer the salary market study until the Board determines there is available funding to complete the study and implement its results
- F. Increase fund balance appropriated by \$85,755

Upon a second from Commissioner Wooten, the Board voted unanimously to approve this motion.

The Board discussed several budget-related issues and received clarification from County staff. Upon a motion by Vice Chairperson Kivett and seconded by Chairperson Lee, the Board voted unanimously to instate a hiring freeze beyond those positions which are already found in the current and proposed budget (as amended by the motion above).

Upon a motion by Chairperson Lee and seconded by Commissioner Godwin, the Board voted unanimously to direct staff to prepare the budget ordinance for FY 22-23 incorporating the changes in the previous motions.

Recess to Reconvene

Upon a motion by Chairperson Lee and seconded by Commissioner Godwin, the Board voted unanimously to recess to reconvene on June 16, 2022 at 10:00 AM in the conference room of the County Administration Building.

Sue L. Lee, Chairperson

Susan J. Holder, Clerk to the Board

The Sampson County Board of Commissioners convened for a recessed meeting at 10:00 a.m. on Thursday, June 16, 2022, in the Conference Room of the County Administration Building, 406 County Complex Road, Clinton, North Carolina. Members present: Chairperson Sue Lee, Vice Chairperson Jerol Kivett, and Commissioners Thaddeus Godwin, Lethia Lee, and Clark Wooten.

Chairperson Sue Lee called the meeting to order and acknowledged Vice Chairperson Kivett who provided the invocation and led the Pledge of Allegiance.

Item 1: Adoption of Budget for Fiscal Year 2022-2023

Upon a motion by Commissioner Godwin and seconded by Commissioner Lethia Lee, the Board voted unanimously to adopt the Budget Ordinance as prepared for the Fiscal Year 2022-2023. (Copy filed in Ordinance Book _____, Page _____.)

Item 2: Adoption of Resolution Authorizing Execution of Water and Sewer and Utility Easements Between Sampson County and City of Clinton.

Upon a motion by Vice Chairperson Kivett and seconded by Commissioner Godwin, the Board voted unanimously to adopt a resolution authorizing the execution of proposed easements as requested for the installation of water, sewer, and utilities to serve County property in the industrial park. (Copy filed in Inc. Minute Book _____, Page _____.)

Adjournment

Upon a motion by Chairperson Lee and seconded by Commissioner Wooten, the Board voted unanimously to adjourn.

Sue Lee, Chairperson

Susan J. Holder, Clerk to the Board

RESOLUTION OF THE SAMPSON COUNTY BOARD OF COMMISSIONERS

WHEREAS, N.C. Gen. Stat. § 153A-149(c)(5) authorizes counties to levy property taxes up to a combined rate of one dollar and fifty cents (\$1.50) on the one hundred dollars (\$100.00) appraised value of property for certain purposes, including, but not limited to, the provision of ambulance services, rescue squads, and other emergency medical services; and

WHEREAS, N.C. Gen. Stat. § 160A-487 authorizes counties to appropriate funds to rescue squads or teams to enable them to purchase and maintain rescue equipment and to finance the operation of rescue squads either within or outside the boundaries of the county; and

WHEREAS, N.C. Gen. Stat. § 153A-250 authorizes counties to contract for ambulance services in all or a portion of the county; and

WHEREAS, the Sampson County Board of Commissioners wishes to contract with the entities set forth herein for the provision of rescue and/or emergency medical services, as more particularly set forth herein below;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Sampson County Manager is hereby authorized to execute on behalf of Sampson County a Rescue and Emergency Medical Services Contract substantially similar to the contact attached to this Resolution with Roseboro Rescue & EMS, Inc.

2. The Sampson County Manager is hereby authorized to execute on behalf of Sampson County Emergency Medical Services Contracts substantially similar to the contacts attached to this Resolution with Clinton-Sampson Rescue and Emergency Medical Services, Inc., Newton Grove Rescue Squad, Inc., and Suttontown EMS, Inc.

ADOPTED, this the 11th day of July, 2022.

SUE L. LEE, Chair,
Sampson County Board of Commissioners

ATTEST:

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

STATE OF NORTH CAROLINA
COUNTY OF SAMPSON

**EMERGENCY MEDICAL SERVICES
CONTRACT**

THIS EMERGENCY MEDICAL SERVICES CONTRACT (“Contract”) is made and entered into effective the 1st day of July, 2022 (the “Effective Date”) by and between **SAMPSON COUNTY**, a body corporate and politic and a political subdivision of the State of North Carolina, (the “County”) and **CLINTON-SAMPSON RESCUE AND EMERGENCY MEDICAL SERVICES, INC.**, a North Carolina non-profit corporation (the “Contractor”). The County and the Contractor may be referred to herein at times individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, N.C. Gen. Stat. § 153A-149(c)(5) authorizes counties to levy property taxes up to a combined rate of one dollar and fifty cents (\$1.50) on the one hundred dollars (\$100.00) appraised value of property for certain purposes, including, but not limited to, the provision of ambulance services, rescue squads, and other emergency medical services; and

WHEREAS, N.C. Gen. Stat. § 160A-487 authorizes counties to appropriate funds to rescue squads or teams to enable them to purchase and maintain rescue equipment and to finance the operation of rescue squads either within or outside the boundaries of the county; and

WHEREAS, N.C. Gen. Stat. § 153A-250 authorizes counties to contract for ambulance services in all or a portion of the county; and

WHEREAS, the Contractor is a North Carolina nonprofit corporation organized and authorized to furnish emergency medical services and other such other services as may be authorized by the Contractor’s bylaws; and

WHEREAS, the Contractor has secured, through purchase or otherwise, equipment, land, and buildings for the operation of one or more emergency medical services stations; and

WHEREAS, the County and the Contractor desire to enter into this Contract for the provision of emergency medical services by the Contractor.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties contract and agree as follows:

SECTION 1. ANNUAL APPROPRIATIONS.

The County will fund the Contractor with general property taxes levied pursuant to N.C. Gen. Stat. § 153A-149 in such amounts as may be appropriated by the Board of Commissioners, in its absolute and sole discretion. The amount appropriated by the Board of Commissioners each fiscal

year shall be paid to the Contractor in twelve (12) equal monthly installments. These funds shall be used solely for rescue and emergency medical services in the Contractor's response district and such other areas of response to which the Contractor may be dispatched.

On or before January 31st of each year, the Contractor shall submit a proposed budget for the fiscal year beginning July 1st of that year to the Sampson County Department of Emergency Services ("Department of Emergency Services") for approval. The proposed budget shall be submitted in such form as shall be prescribed by the Department of Emergency Services.

SECTION 2. SERVICES FURNISHED BY CONTRACTOR.

The Contractor shall provide those emergency medical services as shall be required by the Department of Emergency Services with the approval of the Board of Commissioners (the "Required Services"). A list of the Required Services in effect as of the effective date of this Contract is attached hereto as Exhibit "A" and incorporated herein by reference. The Contractor shall provide the station(s), equipment, personnel, and other items necessary to provide the Required Services within the Contractor's response district and such other areas of response to which the Contractor may be dispatched. The Contractor's response district shall be defined by (and may be altered by) the Board of Commissioners.

The Department of Emergency Services may, with the approval of the Board of Commissioners, unilaterally modify or amend the list of Required Services, provided, however, that the Department of Emergency Services must give the Contractor ninety (90) days advance notice prior to implementation of any change to the Required Services.

The Required Services shall be carried out in accordance with the minimum standards set forth in this Contract and the minimum standards promulgated by the North Carolina Office of Emergency Medical Services ("OEMS"), the North Carolina Association of Rescue and EMS ("Rescue Association"), and the EMS Advisory Council ("EMS Advisory Council") as well as any other requirements imposed by federal, state, or local statutes, regulations, rules, or ordinances.

SECTION 3. BOOKS AND RECORDS.

The County may inspect the financial books and records of the Contractor at reasonable times during regular business hours of the County, provided that the County provides the Contractor with forty-eight (48) hours advance notice of any such inspection. The Contractor agrees that it will supply such financial books, records, and information or verification as may be reasonably requested by the County. The Contractor shall maintain adequate documentation of all of its receipts and disbursements including, but not limited to, those related to the expenditure of funds that are subject to this Contract.

SECTION 4. ANNUAL REPORT.

The Contractor shall, at the County's expense, provide the County with an annual compilation of the Contractor's financial statements. In lieu of a compilation, the Contractor may, at its own expense, provide the County with an annual audit. All compilations shall be conducted by an

independent certified public accountant of the County's choosing in accordance with generally accepted accounting principles. All audits shall be conducted by an independent certified public accountant of the Contractor's choosing, acceptable to the County, in accordance with generally accepted accounting principles. The audit or compilation report and, in the case of audits, any accompanying audit management letters must be submitted to the Sampson County Finance Department ("Finance Department") no later than 5:00 p.m. on the last business day of October each year.

In the event that the Contractor elects to undergo an audit and the audit or audit management letter reveals any reportable and/or material issue(s) with regard to compliance with generally accepted accounting principles, the Contractor shall provide a written statement to the Finance Department that contains an explanation of each such issue and an action plan (with implementation timeline) for resolving each such issue, and shall provide quarterly reports to the Finance Department on progress made in resolution of each issue. If resolution of such issues requires professional advice on the part of the Contractor's auditor, the Contractor shall bear the cost of such advice.

Should the Contractor fail to submit its audit or compilation report and, in the case of audits, any accompanying management letters to the County on or before the last business day of October, the County may suspend all payments immediately until the audit, compilation, and/or management letters are delivered as set forth above, except that the County's Finance Director may grant a reasonable submittal extension if the Contractor is unable to deliver the audit or compilation for reasons beyond the control of the Contractor.

SECTION 5. FINANCIAL MISMANAGEMENT.

The Contractor agrees that, if its financial records are judged by the Finance Department to be deficient, or if a compilation or audit by a certified public accountant reveals competent evidence of financial mismanagement or wrongdoing, the County may, in its sole and absolute discretion, directly or through a third party of the County's choice, assume responsibility for management and financial decision-making for the Contractor until such time as the County determines that the Contractor's finances have been brought into compliance with the terms of this Contract and generally accepted accounting principles. The decision whether to assume responsibility for management and financial decision-making for the Contractor shall be made using the County's best judgment, and the County shall incur no liability whatsoever by reason of its decision to assume or not to assume control of the Contractor's finances pursuant to this Section.

In the alternative, the County may elect to immediately suspend all payments to the Contractor and/or terminate this Contract immediately and without notice, notwithstanding the provisions of Sections 7 and 25 of this Contract.

SECTION 6. CONTRACTOR'S USE OF FUNDS.

6.1 The Contractor shall use the funds subject to this Contract in accordance with the annual budget that has been submitted to and approved by the County. This budget may be amended by the Contractor's Board of Directors, provided that the amended budget does not exceed the total appropriations approved by the County. Budget amendments that have the effect

of increasing the total appropriations approved by the County must be submitted to the Department of Emergency Services and Finance Department for approval.

6.2 The Contractor agrees that County funds shall not be requested or used to pay penalties or fines without County approval.

SECTION 7. NONCOMPLIANCE BY CONTRACTOR.

If the County has a reasonable belief that the Contractor has violated any provision of this Contract, any OEMS or EMS Advisory Council standards, or any other applicable federal, state, or local statute, regulation, rule, or ordinance, the County will provide the Contractor with written notice of the alleged noncompliance and initiate a review to verify compliance. If the County determines that the Contractor has failed to render Required Services in compliance with this Contract, OEMS, or EMS Advisory Council standards, or any other applicable federal, state, or local statute, regulation, rule, or ordinance, the County shall give the Contractor sixty (60) days advance written notice that this Contract is subject to suspension and/or termination and shall additionally provide a list of the improvements needed to bring the Contractor into compliance.

If during the sixty (60) day period, the Contractor makes improvements satisfactory to the County, no suspension and/or termination shall occur. During the sixty (60) day period, the Contractor is not relieved of its responsibility to provide the Required Services in a manner otherwise consistent with the terms of this Contract. If after the sixty (60) day period, the Contractor has failed to come into compliance, then the County may suspend the monthly payment of funds allocated to the Contractor pursuant to Section 1 of this Contract and/or terminate this Contract.

Notwithstanding the foregoing, the County may immediately terminate this Contract, without notice, in the event that the County determines that the continued provision of rescue and emergency medical services by the Contractor poses a threat to the health and safety of the County's residents or the County learns that the insurance required pursuant to Section 11 of this Contract has lapsed, been cancelled, or is otherwise no longer in effect.

SECTION 8. COMPOSITION OF THE BOARD OF DIRECTORS.

8.1 The Contractor's Board of Directors shall have a minimum of three (3) members and shall meet at least once annually.

8.2 At least once per year, the Contractor shall provide the Director of the Department of Emergency Services with an up-to-date list of the members of its Board of Directors.

8.3 At least twice per year, the Contractor shall provide the Director of the Department of Emergency Services with an up-to-date roster of its volunteer members, indicating which members serve at the rank of Captain or higher.

8.4 In addition to the requirements in Section 8.1, 8.2, and 8.3 (which are mandatory), the Contractor agrees that during the term of this Contract, the Contractor will work in good faith

to implement the following guidelines with respect to its Board of Directors. These guidelines are aspirational in nature and are not binding on the Contractor.

8.4.1 If the Contractor's chief serves as a member of the Contractor's Board of Directors, the Chief should serve as an ex officio member, without vote.

8.4.2 No family member of the Contractor's Chief or the President or Chair of the Board of Directors should serve as a member of the Board of Directors. "Family member" is defined as a parent, spouse, child, or sibling of the chief or member, including a parent, child, or sibling of the chief or member's spouse.

8.4.3 The Board of Directors should have a minimum of two (2) citizen members.

8.4.4 The Contractor is required to notify the County in writing within thirty (30) calendar days of any changes in the Contractor's Board of Directors or chief officers.

SECTION 9. DECISION-MAKING PROCESS OPEN TO THE PUBLIC.

Because of the Contractor's extensive reliance on public funds for its operations, the public has a continuing interest in the Contractor's decision-making processes and decisions regarding the expenditure of those funds. The Contractor agrees to the provisions of this Section, acknowledging that such provisions are required by this Contract, notwithstanding the fact that such provisions are not required by statute.

9.1 To ensure public trust, the Contractor agrees that its Board of Directors meetings will be open to the public.

9.2 To ensure the ability of the public to attend Board of Directors meetings, the Contractor agrees to provide public notice of said meetings by such means as the Contractor deems appropriate. The Contractor and the County agree that public notice of a Board of Directors meeting called in the midst of a declared disaster or emergency to make decisions required to respond to that disaster or emergency is not practical and, therefore, not required.

9.3 To ensure the ability of the public to review the Contractor's decision-making processes and spending decisions, the Contractor agrees to take minutes of all meetings that would enable a person not in attendance to have a reasonable understanding of what happened, and to make minutes of those meetings available to the public and the Department of Emergency Services by the time of the Board of Directors' next meeting.

9.4 Notwithstanding the Contractor's reliance on public funds, there are matters on which a Board of Directors must act that are non-public in nature. The County and the Contractor agree that, in the course of a public meeting, the Board of Directors may decide to close the meeting to the public under the following circumstances:

9.4.1 To consult with an attorney (to preserve attorney-client privilege) for an actual claim, judicial action, mediation, arbitration, etc. (does not include closing a meeting for “legal advice” or general legal information);

9.4.2 To discuss the purchase, exchange, or lease of real property;

9.4.3 To deal with personnel matters concerning a member (does not include general personnel policy discussion/action);

9.4.4 To request (or hear a report on) an investigation of alleged criminal misconduct directly concerning the Contractor or a member;

9.4.5 To make decisions on matters other than those that directly or indirectly involve public funds;

9.4.6 The County and the Contractor further agree that a “meeting” exists for purposes of this section when a majority of Board of Directors members get together physically, or via conference call or other electronic means for the purpose of transacting business, and that a social gathering of Board of Directors members at which business is not (and will not be) transacted is not a “meeting” for purposes of this section.

SECTION 10. LIQUIDATION OR DISSOLUTION.

In the event of the liquidation or dissolution of the Contractor, all of the Contractor’s assets, equipment, and other property shall be disposed of in accordance with the Contractor’s charter, articles of incorporation, and/or bylaws. All County property, including County funds, shall be promptly returned to the County.

SECTION 11. INSURANCE AND INDEMNIFICATION.

11.1 The Contractor shall obtain and keep in force during the term of this Contract and any subsequent renewals of this Contract the following minimum insurance coverage, annually providing the County’s Risk Manager with a certificate of insurance. All required insurance shall be procured from insurance companies licensed to do business in North Carolina and acceptable to the County. Coverage shall be maintained continuously during the term of this Contract.

11.1.1 Workers’ Compensation: Coverage A – Statutory – State of North Carolina. Coverage B – Employers Liability - \$100,000 each claim. The Contractor shall participate in the North Carolina Volunteer Safety Worker’s Compensation Fund. The County shall, subject to the availability of funds, pay the premium for the Contractor’s Workers’ Compensation Insurance; however, this premium payment shall in no way create any employment relationship between the County and any volunteer member of Contractor or confer upon any volunteer member of Contractor any right to benefits from the County.

11.1.2 Comprehensive General Liability, Including Medical Malpractice and Errors and Omissions: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability.

11.1.3 Business Auto Policy: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include vehicles owned by the Contractor, as well as hired and non-owned vehicles (other than those vehicles owned by the County, which shall be insured by the County) and member/employee non-ownership.

11.1.4 Management Liability/Directors and Officers Liability: Coverage with minimum limits of \$1,000,000.00 per claim and \$2,000,000.00 aggregate.

11.1.5 Umbrella Liability: Coverage with limits of \$2,000,000.00. Coverage shall exceed the underlying auto liability, employer's liability, general liability, including Medical Malpractice and Errors and Omissions liability.

11.1.6 Crime Coverages: A policy of insurance that includes crime coverages shall be purchased in the amount of not less than \$100,000.00.

11.1.7 The County shall be named as an additional insured under any policy of insurance required by this Contract. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be cancelled, terminated, or modified by either party except after thirty (30) days prior written notice to the County.

11.1.8 The Contractor's insurance shall be primary with respect to the County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by the County, its officers, officials, and employees shall be in excess of and not contribute with the Contractor's insurance.

11.2 The County shall, subject to the availability of funds and continuing appropriation of funds by the Board of Commissioners, obtain and keep in force during the term of this Contract and any subsequent renewals of this Contract the following minimum insurance coverage.

11.2.1 Business Auto Policy: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include only vehicles owned by the County.

11.3 The Contractor shall indemnify, save harmless, and defend the County from any and all liability and expenses, including attorney's fees, court costs, and other costs incurred by the County which are caused by the negligence or willful misconduct of the Contractor, its members, agents, or any other person or entity acting on behalf of the Contractor. This obligation shall survive the termination or expiration of this Contract.

SECTION 12. STANDARDS OF PERFORMANCE.

The Contractor shall furnish the Required Services in a professional, efficient, and workmanlike manner, in particular so as to meet the requirements of and comply with the provisions of this Contract, the rules and regulations of OEMS and the EMS Advisory Council, Chapter 131E of the North Carolina General Statutes, the North Carolina Administrative Code, and other pertinent federal, state, and local statutes, regulations, rules, ordinances, and standards.

The Contractor agrees to comply with rescue and emergency medical services Performance Standards, including, but not limited to, minimum membership requirements, rates of response, response time, event outcomes, customer satisfaction, minimum documentation standards, and compliance with the Contractor's standard operating procedures. A list of the Performance Standards in effect as of the effective date of this Contract are attached hereto as Exhibit "B" and incorporated herein by reference. The Department of Emergency Services may, with the approval of the Board of Commissioners, unilaterally modify or amend the Performance Standards, provided, however, the Department of Emergency Services must give the Contractor ninety (90) days advance notice prior to the implementation of any change or addition to the Performance Standards.

Noncompliance with any contractual provision (including, but not limited to the Performance Standards), statute, regulation, rule, or standard shall constitute a material breach of this Contract subject to suspension of funding and/or termination pursuant to Section 7 of this Contract.

SECTION 13. RELATIONSHIP OF THE PARTIES.

The Contractor is an independent contractor of the County, and its directors, officers, members, and agents shall not be considered employees of the County. The relationship between the Parties shall be limited to the performance of this Contract in accordance with its terms. The County shall not be responsible for any act or omission of the Contractor or its directors, officers, members, employees, or agents. Neither the Contractor, nor any director, officer, member, employee, or agent of the Contractor shall be deemed an officer, employees, or agent of the County or have the authority to contract or incur any liability on behalf of the County. No liability for benefits, such as workers' compensation, pension rights, or other provisions shall arise out of or accrue to any Party, its directors, officers, members, employees, or agents as a result of this Contract or the performance thereof.

SECTION 14. TREATMENT DECISIONS.

The County shall not be liable for, or exercise control over, the manner or method by which the Contractor and its directors, officers, members, employees, and agents provide services under this Contract, including, but not limited to, any treatment decisions made by the Contractor or any of the foregoing. Notwithstanding any provision of this Contract, the County shall have no obligation to supervise the Contractor's provision of the Required Services or compliance with the Performance Standards and shall not be liable for the Contractor's failure to provide the Required Services or comply with the Performance Standards.

With a copy to:

Chief
P.O. Box 82
Newton Grove, NC 28366

SECTION 19. AMENDMENTS.

Any amendment to this Contract shall be made in writing and signed by both Parties in order to be effective except where this Contract expressly authorizes the Department of Emergency Services and Board of Commissioners to unilaterally modify the Required Services and Performance Standards.

SECTION 20. ENTIRE AGREEMENT.

The terms and provisions herein contained constitute the entire agreement by and between the County and the Contractor and shall supersede all previous communications, representations, or agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof, except that this paragraph shall not be construed to invalidate any existing and applicable Mutual Aid Agreements.

SECTION 21. GOVERNING LAW.

The Parties acknowledge that North Carolina law shall govern this Contract.

SECTION 22. SEVERABILITY.

If any provision of this Contract shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Contract.

SECTION 23. COUNTERPARTS.

This Contract may be executed in several counterparts, each of which shall be deemed an original.

SECTION 24. NO WAIVER OF SOVEREIGN IMMUNITY.

The County and the Contractor agree that nothing herein shall be construed to in any way waive the County's defense of sovereign or governmental immunity from any cause of action alleged or brought against the County for any reason if otherwise available as a matter of law.

SECTION 25. TERM OF AGREEMENT.

This Contract shall have a term of five (5) years, commencing on July 1, 2022 and ending on June 30, 2027, unless sooner terminated as provided herein. Thereafter, this Contract may be renewed for successive terms of one (1) year each, provided that the Parties mutually agree to said renewal.

SECTION 26. TERMINATION.

In addition to the for-cause termination provisions of Sections 5 and 7 above, this Contract may be terminated by either Party for convenience upon advance written notice to the other Party, served upon the other party by personal delivery, overnight courier, or registered or certified mail, return receipt requested, as provided in Section 18 of this Contract, at least ninety (90) days prior to the effective date of termination.

However, failure of the Board of Commissioners to appropriate funding for the emergency services that are the subject hereof shall result in the automatic termination of this Contract without penalty or liability of any kind to the County.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

IN TESTIMONY WHEREOF, the County has caused this instrument to be executed by its County Manager, and the Contractor has caused this instrument to be executed by the Chair of its Board of Directors or other duly-authorized official, attested by its Secretary, and its corporate seal affixed hereto, all by authorization of its Board of Directors duly given in accordance with its articles of incorporation and bylaws.

This the ____ day of July, 2022.

SAMPSON COUNTY

By: _____
Edwin W. Causey,
County Manager

ATTESTED:

By: _____
Susan J. Holder, Clerk

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

David K. Clack,
County Finance Officer

This the ____ day of July, 2022.

CLINTON-SAMPSON RESCUE AND EMERGENCY MEDICAL SERVICES, INC.

By: _____
Print Name: _____
Chair, Board of Directors

ATTESTED:

By: _____
Print Name: _____
Secretary

EXHIBIT A
REQUIRED SERVICES

The following required services are agreed to by the County and the Contractor and are material provisions of this Contract:

1. The Contractor shall respond to dispatches of Alphas, Bravo, Charlie, Delta, Echo, and Omega calls using the Emergency Medical Dispatch Protocols maintained by Sampson County 911 Communications.

EXHIBIT B
PERFORMANCE STANDARDS

The following minimum performance standards are agreed to by the County and the Contractor and are material provisions of this Contract:

1. The Contractor shall maintain at least eight (8) active members at all times. For purposes of this Performance Standard, an “active” member shall be a member who is in compliance with the Sampson County Emergency Services Reintegration Policy. All active members shall be maintain a valid, current OEMS certificate as an emergency medical responder, emergency medical technician, advanced emergency medical technician, or paramedic and shall possess the relevant qualifications required for their position by the North Carolina Association of Rescue and Emergency Medical Services. Four (4) of the eight (8) active members must maintain an OEMS certificate at or above the level at which the Contractor is certified with OEMS.

2. The Contractor shall adopt and abide by personnel rules for volunteer members that are in compliance with the Fair Labor Standards Act (where applicable) and any other applicable federal or state law.

3. The Contractor shall not discriminate against any director, officer, member, or applicant for membership because of race, religion, color, sex, age, disability, or national origin. However, members must be competent and capable to perform the bona fide requirements of their respective position.

4. The Contractor shall have adopted guidelines that address appropriate initial training of members and continuing education that meets or exceeds all OEMS and Sampson County EMS requirements, including, but not limited to, requirements of the Sampson County Medical Director. A current, valid copy of the Contractor’s training guidelines shall be kept on file with the Department of Emergency Services.

5. The Contractor will conduct a driver’s license record review at least annually on each member. Upon request, the Contractor shall furnish a copy of completed background checks to the Department of Emergency Services.

6. No person with felony or serious misdemeanor conviction(s) shall be allowed to participate as a member or otherwise render services for the Contractor. “Serious misdemeanor conviction(s)” shall be defined to include offenses reflective of violent criminal behavior, sexual misconduct, or dishonesty.

7. All members of the Contractor shall be subject to for cause and/or suspicionless drug testing at any time as deemed appropriate by the Contractor.

8. The Contractor, including any permitted subcontractors, shall comply with the E-Verify requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

9. The Contractor shall respond to a minimum of forty percent (40%) of calls to which it is dispatched during the hours of 6:00 p.m. to 6:00 a.m.

10. The Contractor shall follow the most current version of the Sampson County Emergency Operations Plan.

11. The Contractor shall adopt a set of standard operating procedures. A current, valid copy of the Contractor's standard operating procedures shall be kept on file with the Department of Emergency Services.

12. The Contractor agrees to rely only on the countywide system for emergency alerting and response purposes for calls within Sampson County.

13. The Contractor shall notify the Department of Emergency Services within ten (10) days of any adverse finding, suspension, or termination by any local, state, or federal agency against the Contractor or any of its directors, officers, members, employees, or agents, pertaining to employment practices, occupational safety, credentialing or certification, or any other matter within the jurisdiction of a local, state, or federal agency.

14. The Contractor and its directors, officers, members, and agents shall abide by the standards adopted by the North Carolina Association of Rescue and Emergency Medical Services and OEMS, as they may be amended from time to time.

15. Emergency medical services shall be subject to the oversight and direction of Sampson County's Medical Director and Sampson County's adopted emergency medical protocols, and the Contractor shall comply with all directives and requirements imposed by the Medical Director and the County's emergency medical protocols.

16. The Contractor shall document patient care utilizing an incident reporting system approved by the Department of Emergency Services. Documentation of patient care must be completed within one (1) week of the date on which patient care was rendered.

17. The Contractor shall maintain patient information and medical records in accordance with applicable federal and state laws, including federal and state laws related to privacy and confidentiality of patient information and medical records, and shall use and disclose such information and/or records in accordance with applicable law.

18. The Contractor shall maintain, at its expense, such equipment and supplies as shall be reasonably necessary to provide the Required Services. The County will, in its absolute and sole discretion, provide the Contractor with equipment, such as ambulances, and supplies, subject to the availability of funds and the appropriation authority of the Board of Commissioners, which shall in no way be abridged by this Contract. The Contractor shall maintain, at its expense, any equipment furnished by the County unless the Director of the Department of Emergency Services determines, in his or her discretion, that the County should bear the cost of a given maintenance item or repair.

STATE OF NORTH CAROLINA

**EMERGENCY MEDICAL SERVICES
CONTRACT**

COUNTY OF SAMPSON

THIS EMERGENCY MEDICAL SERVICES CONTRACT (“Contract”) is made and entered into effective the 1st day of July, 2022 (the “Effective Date”) by and between **SAMPSON COUNTY**, a body corporate and politic and a political subdivision of the State of North Carolina, (the “County”) and **NEWTON GROVE RESCUE SQUAD, INC.**, a North Carolina non-profit corporation (the “Contractor”). The County and the Contractor may be referred to herein at times individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, N.C. Gen. Stat. § 153A-149(c)(5) authorizes counties to levy property taxes up to a combined rate of one dollar and fifty cents (\$1.50) on the one hundred dollars (\$100.00) appraised value of property for certain purposes, including, but not limited to, the provision of ambulance services, rescue squads, and other emergency medical services; and

WHEREAS, N.C. Gen. Stat. § 160A-487 authorizes counties to appropriate funds to rescue squads or teams to enable them to purchase and maintain rescue equipment and to finance the operation of rescue squads either within or outside the boundaries of the county; and

WHEREAS, N.C. Gen. Stat. § 153A-250 authorizes counties to contract for ambulance services in all or a portion of the county; and

WHEREAS, the Contractor is a North Carolina nonprofit corporation organized and authorized to furnish emergency medical services and other such other services as may be authorized by the Contractor’s bylaws; and

WHEREAS, the Contractor has secured, through purchase or otherwise, equipment, land, and buildings for the operation of one or more emergency medical services stations; and

WHEREAS, the County and the Contractor desire to enter into this Contract for the provision of emergency medical services by the Contractor.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties contract and agree as follows:

SECTION 1. ANNUAL APPROPRIATIONS.

The County will fund the Contractor with general property taxes levied pursuant to N.C. Gen. Stat. § 153A-149 in such amounts as may be appropriated by the Board of Commissioners, in its absolute and sole discretion. The amount appropriated by the Board of Commissioners each fiscal

year shall be paid to the Contractor in twelve (12) equal monthly installments. These funds shall be used solely for emergency medical services in the Contractor's response district and such other areas of response to which the Contractor may be dispatched.

On or before January 31st of each year, the Contractor shall submit a proposed budget for the fiscal year beginning July 1st of that year to the Sampson County Department of Emergency Services ("Department of Emergency Services") for approval. The proposed budget shall be submitted in such form as shall be prescribed by the Department of Emergency Services.

SECTION 2. SERVICES FURNISHED BY CONTRACTOR.

The Contractor shall provide those emergency medical services as shall be required by the Department of Emergency Services with the approval of the Board of Commissioners (the "Required Services"). A list of the Required Services in effect as of the effective date of this Contract is attached hereto as Exhibit "A" and incorporated herein by reference. The Contractor shall provide the station(s), equipment, personnel, and other items necessary to provide the Required Services within the Contractor's response district and such other areas of response to which the Contractor may be dispatched. The Contractor's response district shall be defined by (and may be altered by) the Board of Commissioners.

The Department of Emergency Services may, with the approval of the Board of Commissioners, unilaterally modify or amend the list of Required Services, provided, however, that the Department of Emergency Services must give the Contractor ninety (90) days advance notice prior to implementation of any change to the Required Services.

The Required Services shall be carried out in accordance with the minimum standards set forth in this Contract and the minimum standards promulgated by the North Carolina Office of Emergency Medical Services ("OEMS"), the North Carolina Association of Rescue and EMS ("Rescue Association"), and the EMS Advisory Council ("EMS Advisory Council") as well as any other requirements imposed by federal, state, or local statutes, regulations, rules, or ordinances.

SECTION 3. BOOKS AND RECORDS.

The County may inspect the financial books and records of the Contractor at reasonable times during regular business hours of the County, provided that the County provides the Contractor with forty-eight (48) hours advance notice of any such inspection. The Contractor agrees that it will supply such financial books, records, and information or verification as may be reasonably requested by the County. The Contractor shall maintain adequate documentation of all of its receipts and disbursements including, but not limited to, those related to the expenditure of funds that are subject to this Contract.

SECTION 4. ANNUAL REPORT.

The Contractor shall, at the County's expense, provide the County with an annual compilation of the Contractor's financial statements. In lieu of a compilation, the Contractor may, at its own expense, provide the County with an annual audit. All compilations shall be conducted by an

independent certified public accountant of the County's choosing in accordance with generally accepted accounting principles. All audits shall be conducted by an independent certified public accountant of the Contractor's choosing, acceptable to the County, in accordance with generally accepted accounting principles. The audit or compilation report and, in the case of audits, any accompanying audit management letters must be submitted to the Sampson County Finance Department ("Finance Department") no later than 5:00 p.m. on the last business day of October each year.

In the event that the Contractor elects to undergo an audit and the audit or audit management letter reveals any reportable and/or material issue(s) with regard to compliance with generally accepted accounting principles, the Contractor shall provide a written statement to the Finance Department that contains an explanation of each such issue and an action plan (with implementation timeline) for resolving each such issue, and shall provide quarterly reports to the Finance Department on progress made in resolution of each issue. If resolution of such issues requires professional advice on the part of the Contractor's auditor, the Contractor shall bear the cost of such advice.

Should the Contractor fail to submit its audit or compilation report and, in the case of audits, any accompanying management letters to the County on or before the last business day of October, the County may suspend all payments immediately until the audit, compilation, and/or management letters are delivered as set forth above, except that the County's Finance Director may grant a reasonable submittal extension if the Contractor is unable to deliver the audit or compilation for reasons beyond the control of the Contractor.

SECTION 5. FINANCIAL MISMANAGEMENT.

The Contractor agrees that, if its financial records are judged by the Finance Department to be deficient, or if a compilation or audit by a certified public accountant reveals competent evidence of financial mismanagement or wrongdoing, the County may, in its sole and absolute discretion, directly or through a third party of the County's choice, assume responsibility for management and financial decision-making for the Contractor until such time as the County determines that the Contractor's finances have been brought into compliance with the terms of this Contract and generally accepted accounting principles. The decision whether to assume responsibility for management and financial decision-making for the Contractor shall be made using the County's best judgment, and the County shall incur no liability whatsoever by reason of its decision to assume or not to assume control of the Contractor's finances pursuant to this Section.

In the alternative, the County may elect to immediately suspend all payments to the Contractor and/or terminate this Contract immediately and without notice, notwithstanding the provisions of Sections 7 and 25 of this Contract.

SECTION 6. CONTRACTOR'S USE OF FUNDS.

6.1 The Contractor shall use the funds subject to this Contract in accordance with the annual budget that has been submitted to and approved by the County. This budget may be amended by the Contractor's Board of Directors, provided that the amended budget does not exceed the total appropriations approved by the County. Budget amendments that have the effect

of increasing the total appropriations approved by the County must be submitted to the Department of Emergency Services and Finance Department for approval.

6.2 The Contractor agrees that County funds shall not be requested or used to pay penalties or fines without County approval.

SECTION 7. NONCOMPLIANCE BY CONTRACTOR.

If the County has a reasonable belief that the Contractor has violated any provision of this Contract, any OEMS or EMS Advisory Council standards, or any other applicable federal, state, or local statute, regulation, rule, or ordinance, the County will provide the Contractor with written notice of the alleged noncompliance and initiate a review to verify compliance. If the County determines that the Contractor has failed to render Required Services in compliance with this Contract, OEMS, or EMS Advisory Council standards, or any other applicable federal, state, or local statute, regulation, rule, or ordinance, the County shall give the Contractor sixty (60) days advance written notice that this Contract is subject to suspension and/or termination and shall additionally provide a list of the improvements needed to bring the Contractor into compliance.

If during the sixty (60) day period, the Contractor makes improvements satisfactory to the County, no suspension and/or termination shall occur. During the sixty (60) day period, the Contractor is not relieved of its responsibility to provide the Required Services in a manner otherwise consistent with the terms of this Contract. If after the sixty (60) day period, the Contractor has failed to come into compliance, then the County may suspend the monthly payment of funds allocated to the Contractor pursuant to Section 1 of this Contract and/or terminate this Contract.

Notwithstanding the foregoing, the County may immediately terminate this Contract, without notice, in the event that the County determines that the continued provision of rescue and emergency medical services by the Contractor poses a threat to the health and safety of the County's residents or the County learns that the insurance required pursuant to Section 11 of this Contract has lapsed, been cancelled, or is otherwise no longer in effect.

SECTION 8. COMPOSITION OF THE BOARD OF DIRECTORS.

8.1 The Contractor's Board of Directors shall have a minimum of three (3) members and shall meet at least once annually.

8.2 At least once per year, the Contractor shall provide the Director of the Department of Emergency Services with an up-to-date list of the members of its Board of Directors.

8.3 At least twice per year, the Contractor shall provide the Director of the Department of Emergency Services with an up-to-date roster of its volunteer members, indicating which members serve at the rank of Captain or higher.

8.4 In addition to the requirements in Sections 8.1, 8.2, and 8.3 (which are mandatory), the Contractor agrees that during the term of this Contract, the Contractor will work in good faith to implement the following guidelines with respect to its Board of Directors. These guidelines are aspirational in nature and are not binding on the Contractor.

8.4.1 If the Contractor's chief serves as a member of the Contractor's Board of Directors, the Chief should serve as an ex officio member, without vote.

8.4.2 No family member of the Contractor's Chief or the President or Chair of the Board of Directors should serve as a member of the Board of Directors. "Family member" is defined as a parent, spouse, child, or sibling of the chief or member, including a parent, child, or sibling of the chief or member's spouse.

8.4.3 The Board of Directors should have a minimum of two (2) citizen members.

8.4.4 The Contractor is required to notify the County in writing within thirty (30) calendar days of any changes in the Contractor's Board of Directors or chief officers.

SECTION 9. DECISION-MAKING PROCESS OPEN TO THE PUBLIC.

Because of the Contractor's extensive reliance on public funds for its operations, the public has a continuing interest in the Contractor's decision-making processes and decisions regarding the expenditure of those funds. The Contractor agrees to the provisions of this Section, acknowledging that such provisions are required by this Contract, notwithstanding the fact that such provisions are not required by statute.

9.1 To ensure public trust, the Contractor agrees that its Board of Directors meetings will be open to the public.

9.2 To ensure the ability of the public to attend Board of Directors meetings, the Contractor agrees to provide public notice of said meetings by such means as the Contractor deems appropriate. The Contractor and the County agree that public notice of a Board of Directors meeting called in the midst of a declared disaster or emergency to make decisions required to respond to that disaster or emergency is not practical and, therefore, not required.

9.3 To ensure the ability of the public to review the Contractor's decision-making processes and spending decisions, the Contractor agrees to take minutes of all meetings that would enable a person not in attendance to have a reasonable understanding of what happened, and to make minutes of those meetings available to the public and the Department of Emergency Services by the time of the Board of Directors' next meeting.

9.4 Notwithstanding the Contractor's reliance on public funds, there are matters on which a Board of Directors must act that are non-public in nature. The County and the Contractor agree that, in the course of a public meeting, the Board of Directors may decide to close the meeting to the public under the following circumstances:

9.4.1 To consult with an attorney (to preserve attorney-client privilege) for an actual claim, judicial action, mediation, arbitration, etc. (does not include closing a meeting for "legal advice" or general legal information);

9.4.2 To discuss the purchase, exchange, or lease of real property;

943 To deal with personnel matters concerning a member (does not include general personnel policy discussion/action);

944 To request (or hear a report on) an investigation of alleged criminal misconduct directly concerning the Contractor or a member;

945 To make decisions on matters other than those that directly or indirectly involve public funds;

946 The County and the Contractor further agree that a “meeting” exists for purposes of this section when a majority of Board of Directors members get together physically, or via conference call or other electronic means for the purpose of transacting business, and that a social gathering of Board of Directors members at which business is not (and will not be) transacted is not a “meeting” for purposes of this section.

SECTION 10. LIQUIDATION OR DISSOLUTION.

In the event of the liquidation or dissolution of the Contractor, all of the Contractor’s assets, equipment, and other property shall be disposed of in accordance with the Contractor’s charter, articles of incorporation, and/or bylaws. All County property, including County funds, shall be promptly returned to the County.

SECTION 11. INSURANCE AND INDEMNIFICATION.

11.1 The Contractor shall obtain and keep in force during the term of this Contract and any subsequent renewals of this Contract the following minimum insurance coverage, annually providing the County’s Risk Manager with a certificate of insurance. All required insurance shall be procured from insurance companies licensed to do business in North Carolina and acceptable to the County. Coverage shall be maintained continuously during the term of this Contract.

11.1.1 Workers’ Compensation: Coverage A – Statutory – State of North Carolina. Coverage B – Employers Liability - \$100,000 each claim. The Contractor shall participate in the North Carolina Volunteer Safety Worker’s Compensation Fund. The County shall, subject to the availability of funds, pay the premium for the Contractor’s Workers’ Compensation Insurance; however, this premium payment shall in no way create any employment relationship between the County and any volunteer member of Contractor or confer upon any volunteer member of Contractor any right to benefits from the County.

11.1.2 Comprehensive General Liability, Including Medical Malpractice and Errors and Omissions: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability.

11.1.3 Business Auto Policy: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include vehicles owned by the Contractor, as well as hired and non-owned vehicles (other than those vehicles owned by the County, which shall be insured by the County) and member/employee non-ownership.

11.1.4 Management Liability/Directors and Officers Liability: Coverage with minimum limits of \$1,000,000.00 per claim and \$2,000,000.00 aggregate.

11.1.5 Umbrella Liability: Coverage with limits of \$2,000,000.00. Coverage shall exceed the underlying auto liability, employer's liability, general liability, including Medical Malpractice and Errors and Omissions liability.

11.1.6 Crime Coverages: A policy of insurance that includes crime coverages shall be purchased in the amount of not less than \$100,000.00.

11.1.7 The County shall be named as an additional insured under any policy of insurance required by this Contract. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be cancelled, terminated, or modified by either party except after thirty (30) days prior written notice to the County.

11.1.8 The Contractor's insurance shall be primary with respect to the County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by the County, its officers, officials, and employees shall be in excess of and not contribute with the Contractor's insurance.

11.2 The County shall, subject to the availability of funds and continuing appropriation of funds by the Board of Commissioners, obtain and keep in force during the term of this Contract and any subsequent renewals of this Contract the following minimum insurance coverage.

11.2.1 Business Auto Policy: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include only vehicles owned by the County.

11.3 The Contractor shall indemnify, save harmless, and defend the County from any and all liability and expenses, including attorney's fees, court costs, and other costs incurred by the County which are caused by the negligence or willful misconduct of the Contractor, its members, agents, or any other person or entity acting on behalf of the Contractor. This obligation shall survive the termination or expiration of this Contract.

SECTION 12. STANDARDS OF PERFORMANCE.

The Contractor shall furnish the Required Services in a professional, efficient, and workmanlike manner, in particular so as to meet the requirements of and comply with the provisions of this Contract, the rules and regulations of OEMS and the EMS Advisory Council, Chapter 131E of the North Carolina General Statutes, the North Carolina Administrative Code, and other pertinent federal, state, and local statutes, regulations, rules, ordinances, and standards.

The Contractor agrees to comply with rescue and emergency medical services Performance Standards, including, but not limited to, minimum membership requirements, rates of response, response time, event outcomes, customer satisfaction, minimum documentation standards, and compliance with the Contractor's standard operating procedures. A list of the Performance

Standards in effect as of the effective date of this Contract are attached hereto as Exhibit “B” and incorporated herein by reference. The Department of Emergency Services may, with the approval of the Board of Commissioners, unilaterally modify or amend the Performance Standards, provided, however, the Department of Emergency Services must give the Contractor ninety (90) days advance notice prior to the implementation of any change or addition to the Performance Standards.

Noncompliance with any contractual provision (including, but not limited to the Performance Standards), statute, regulation, rule, or standard shall constitute a material breach of this Contract subject to suspension of funding and/or termination pursuant to Section 7 of this Contract.

SECTION 13. RELATIONSHIP OF THE PARTIES.

The Contractor is an independent contractor of the County, and its directors, officers, members, and agents shall not be considered employees of the County. The relationship between the Parties shall be limited to the performance of this Contract in accordance with its terms. The County shall not be responsible for any act or omission of the Contractor or its directors, officers, members, employees, or agents. Neither the Contractor, nor any director, officer, member, employee, or agent of the Contractor shall be deemed an officer, employees, or agent of the County or have the authority to contract or incur any liability on behalf of the County. No liability for benefits, such as workers’ compensation, pension rights, or other provisions shall arise out of or accrue to any Party, its directors, officers, members, employees, or agents as a result of this Contract or the performance thereof.

SECTION 14. TREATMENT DECISIONS.

The County shall not be liable for, or exercise control over, the manner or method by which the Contractor and its directors, officers, members, employees, and agents provide services under this Contract, including, but not limited to, any treatment decisions made by the Contractor or any of the foregoing. Notwithstanding any provision of this Contract, the County shall have no obligation to supervise the Contractor’s provision of the Required Services or compliance with the Performance Standards and shall not be liable for the Contractor’s failure to provide the Required Services or comply with the Performance Standards.

SECTION 15. NO THIRD-PARTY BENEFICIARIES.

This Contract is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the Parties hereto, and this Contract shall not confer any rights or remedies upon any person or entity other than the Parties hereto.

SECTION 16. NON-ASSIGNMENT.

This Contract may not be transferred, assigned, or subcontracted by the Contractor without the written consent of the County, which may be withheld in the County’s sole and absolute discretion.

SECTION 17. NON-WAIVER.

Failure of the County to enforce any of the provisions of this Contract at any time, or to request

performance by the Contractor pursuant to any of the provisions of this Contract at any time shall in no way be construed as a waiver of such provisions, nor in any way affect the validity of this Contract, or any part thereof, or the right of the County to enforce each and every provision.

SECTION 18. NOTICES.

All notices, reports, records, or other communications which are required or permitted to be given to the Parties under the terms of this Contract shall be sufficient in all respects if given in writing and delivered in person, by overnight courier, or by registered or certified mail, return receipt requested, to the receiving party at the following address or such other address as the receiving party may in writing designate:

If to the County: Richard Sauer
Sampson County Department of Emergency Services
107 Underwood Street
Clinton, NC 28328

With a copy to: David Clack
Sampson County Finance Director
406 County Complex Rd., Bldg. C
Clinton, NC 28328

If to the Contractor:
by U.S.P.S. Chair, Board of Directors
P.O. Box 840
Newton Grove, NC 28366

If to the Contractor:
by Overnight Courier Chair, Board of Directors
301 W. Weesdale St.
Newton Grove, NC 28366

With a copy to: Chief
P.O. Box 82
Newton Grove, NC 28366

SECTION 19. AMENDMENTS.

Any amendment to this Contract shall be made in writing and signed by both Parties in order to be effective except where this Contract expressly authorizes the Department of Emergency Services and Board of Commissioners to unilaterally modify the Required Services and Performance Standards.

SECTION 20. ENTIRE AGREEMENT.

The terms and provisions herein contained constitute the entire agreement by and between the County and the Contractor and shall supersede all previous communications, representations, or agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof, except that this paragraph shall not be construed to invalidate any existing and applicable

Mutual Aid Agreements.

SECTION 21. GOVERNING LAW.

The Parties acknowledge that North Carolina law shall govern this Contract.

SECTION 22. SEVERABILITY.

If any provision of this Contract shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Contract.

SECTION 23. COUNTERPARTS.

This Contract may be executed in several counterparts, each of which shall be deemed an original.

SECTION 24. NO WAIVER OF SOVEREIGN IMMUNITY.

The County and the Contractor agree that nothing herein shall be construed to in any way waive the County's defense of sovereign or governmental immunity from any cause of action alleged or brought against the County for any reason if otherwise available as a matter of law.

SECTION 25. TERM OF AGREEMENT.

This Contract shall have a term of five (5) years, commencing on July 1, 2022 and ending on June 30, 2027, unless sooner terminated as provided herein. Thereafter, this Contract may be renewed for successive terms of one (1) year each, provided that the Parties mutually agree to said renewal.

SECTION 26. TERMINATION.

In addition to the for-cause termination provisions of Sections 5 and 7 above, this Contract may be terminated by either Party for convenience upon advance written notice to the other Party, served upon the other party by personal delivery, overnight courier, or registered or certified mail, return receipt requested, as provided in Section 18 of this Contract, at least ninety (90) days prior to the effective date of termination.

However, failure of the Board of Commissioners to appropriate funding for the emergency services that are the subject hereof shall result in the automatic termination of this Contract without penalty or liability of any kind to the County.

IN TESTIMONY WHEREOF, the County has caused this instrument to be executed by its County Manager, and the Contractor has caused this instrument to be executed by the Chair of its Board of Directors or other duly-authorized official, attested by its Secretary, and its corporate seal affixed hereto, all by authorization of its Board of Directors duly given in accordance with its articles of incorporation and bylaws.

This the ____ day of July, 2022.

SAMPSON COUNTY

By: _____
Edwin W. Causey,
County Manager

ATTESTED:

By: _____
Susan J. Holder, Clerk

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

David K. Clack,
County Finance Officer

This the ____ day of July, 2022.

NEWTON GROVE RESCUE SQUAD, INC.

By: _____
Print Name: _____
Chair, Board of Directors

ATTESTED:

By: _____
Print Name: _____
Secretary

EXHIBIT A
REQUIRED SERVICES

The following required services are agreed to by the County and the Contractor and are material provisions of this Contract:

1. The Contractor shall respond to dispatches of Alphas, Bravo, Charlie, Delta, Echo, and Omega calls using the Emergency Medical Dispatch Protocols maintained by Sampson County 911 Communications.

EXHIBIT B
PERFORMANCE STANDARDS

The following minimum performance standards are agreed to by the County and the Contractor and are material provisions of this Contract:

1. The Contractor shall maintain at least eight (8) active members at all times. For purposes of this Performance Standard, an “active” member shall be a member who is in compliance with the Sampson County Emergency Services Reintegration Policy. All active members shall be maintain a valid, current OEMS certificate as an emergency medical responder, emergency medical technician, advanced emergency medical technician, or paramedic and shall possess the relevant qualifications required for their position by the North Carolina Association of Rescue and Emergency Medical Services. Four (4) of the eight (8) active members must maintain an OEMS certificate at or above the level at which the Contractor is certified with OEMS.

2. The Contractor shall adopt and abide by personnel rules for volunteer members that are in compliance with the Fair Labor Standards Act (where applicable) and any other applicable federal or state law.

3. The Contractor shall not discriminate against any director, officer, member, or applicant for membership because of race, religion, color, sex, age, disability, or national origin. However, members must be competent and capable to perform the bona fide requirements of their respective position.

4. The Contractor shall have adopted guidelines that address appropriate initial training of members and continuing education that meets or exceeds all OEMS and Sampson County EMS requirements, including, but not limited to, requirements of the Sampson County Medical Director. A current, valid copy of the Contractor’s training guidelines shall be kept on file with the Department of Emergency Services.

5. The Contractor will conduct a driver’s license record review at least annually on each member. Upon request, the Contractor shall furnish a copy of completed background checks to the Department of Emergency Services.

6. No person with felony or serious misdemeanor conviction(s) shall be allowed to participate as a member or otherwise render services for the Contractor. “Serious misdemeanor conviction(s)” shall be defined to include offenses reflective of violent criminal behavior, sexual misconduct, or dishonesty.

7. All members of the Contractor shall be subject to for cause and/or suspicionless drug testing at any time as deemed appropriate by the Contractor.

8. The Contractor, including any permitted subcontractors, shall comply with the E-Verify requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

9. The Contractor shall respond to a minimum of forty percent (40%) of calls to which it is dispatched during the hours of 6:00 p.m. to 6:00 a.m.

10. The Contractor shall follow the most current version of the Sampson County Emergency Operations Plan.

11. The Contractor shall adopt a set of standard operating procedures. A current, valid copy of the Contractor's standard operating procedures shall be kept on file with the Department of Emergency Services.

12. The Contractor agrees to rely only on the countywide system for emergency alerting and response purposes for calls within Sampson County.

13. The Contractor shall notify the Department of Emergency Services within ten (10) days of any adverse finding, suspension, or termination by any local, state, or federal agency against the Contractor or any of its directors, officers, members, employees, or agents, pertaining to employment practices, occupational safety, credentialing or certification, or any other matter within the jurisdiction of a local, state, or federal agency.

14. The Contractor and its directors, officers, members, and agents shall abide by the standards adopted by the North Carolina Association of Rescue and Emergency Medical Services and OEMS, as they may be amended from time to time.

15. Emergency medical services shall be subject to the oversight and direction of Sampson County's Medical Director and Sampson County's adopted emergency medical protocols, and the Contractor shall comply with all directives and requirements imposed by the Medical Director and the County's emergency medical protocols.

16. The Contractor shall document patient care utilizing an incident reporting system approved by the Department of Emergency Services. Documentation of patient care must be completed within one (1) week of the date on which patient care was rendered.

17. The Contractor shall maintain patient information and medical records in accordance with applicable federal and state laws, including federal and state laws related to privacy and confidentiality of patient information and medical records, and shall use and disclose such information and/or records in accordance with applicable law.

18. The Contractor shall maintain, at its expense, such equipment and supplies as shall be reasonably necessary to provide the Required Services. The County will, in its absolute and sole discretion, provide the Contractor with equipment, such as ambulances, and supplies, subject to the availability of funds and the appropriation authority of the Board of Commissioners, which shall in no way be abridged by this Contract. The Contractor shall maintain, at its expense, any equipment furnished by the County unless the Director of the Department of Emergency Services determines, in his or her discretion, that the County should bear the cost of a given maintenance item or repair.

STATE OF NORTH CAROLINA
COUNTY OF SAMPSON

**RESCUE AND EMERGENCY MEDICAL
SERVICES CONTRACT**

THIS RESCUE AND EMERGENCY MEDICAL SERVICES CONTRACT (“Contract”) is made and entered into effective the 1st day of July, 2022 (the “Effective Date”) by and between **SAMPSON COUNTY**, a body corporate and politic and a political subdivision of the State of North Carolina, (the “County”) and **ROSEBORO RESCUE & EMS, INC.**, a North Carolina non-profit corporation (the “Contractor”). The County and the Contractor may be referred to herein at times individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, N.C. Gen. Stat. § 153A-149(c)(5) authorizes counties to levy property taxes up to a combined rate of one dollar and fifty cents (\$1.50) on the one hundred dollars (\$100.00) appraised value of property for certain purposes, including, but not limited to, the provision of ambulance services, rescue squads, and other emergency medical services; and

WHEREAS, N.C. Gen. Stat. § 160A-487 authorizes counties to appropriate funds to rescue squads or teams to enable them to purchase and maintain rescue equipment and to finance the operation of rescue squads either within or outside the boundaries of the county; and

WHEREAS, N.C. Gen. Stat. § 153A-250 authorizes counties to contract for ambulance services in all or a portion of the county; and

WHEREAS, the Contractor is a North Carolina nonprofit corporation organized and authorized to furnish rescue and emergency medical services and other such other services as may be authorized by the Contractor’s bylaws; and

WHEREAS, the Contractor has secured, through purchase or otherwise, equipment, land, and buildings for the operation of one or more rescue and emergency medical services stations; and

WHEREAS, the County and the Contractor desire to enter into this Contract for the provision of rescue and emergency medical services by the Contractor.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties contract and agree as follows:

SECTION 1. ANNUAL APPROPRIATIONS.

The County will fund the Contractor with general property taxes levied pursuant to N.C. Gen. Stat. § 153A-149 in such amounts as may be appropriated by the Board of Commissioners, in its absolute and sole discretion. The amount appropriated by the Board of Commissioners each fiscal

year shall be paid to the Contractor in twelve (12) equal monthly installments. These funds shall be used solely for rescue and emergency medical services in the Contractor's response district and such other areas of response to which the Contractor may be dispatched.

On or before January 31st of each year, the Contractor shall submit a proposed budget for the fiscal year beginning July 1st of that year to the Sampson County Department of Emergency Services ("Department of Emergency Services") for approval. The proposed budget shall be submitted in such form as shall be prescribed by the Department of Emergency Services.

SECTION 2. SERVICES FURNISHED BY CONTRACTOR.

The Contractor shall provide those rescue and emergency medical services as shall be required by the Department of Emergency Services with the approval of the Board of Commissioners (the "Required Services"). A list of the Required Services in effect as of the effective date of this Contract is attached hereto as Exhibit "A" and incorporated herein by reference. The Contractor shall provide the station(s), equipment, personnel, and other items necessary to provide the Required Services within the Contractor's response district and such other areas of response to which the Contractor may be dispatched. The Contractor's response district shall be defined by (and may be altered by) the Board of Commissioners.

The Department of Emergency Services may, with the approval of the Board of Commissioners, unilaterally modify or amend the list of Required Services, provided, however, that the Department of Emergency Services must give the Contractor ninety (90) days advance notice prior to implementation of any change to the Required Services.

The Required Services shall be carried out in accordance with the minimum standards set forth in this Contract and the minimum standards promulgated by the North Carolina Office of Emergency Medical Services ("OEMS"), the North Carolina Association of Rescue and EMS ("Rescue Association"), and the EMS Advisory Council ("EMS Advisory Council") as well as any other requirements imposed by federal, state, or local statutes, regulations, rules, or ordinances.

SECTION 3. BOOKS AND RECORDS.

The County may inspect the financial books and records of the Contractor at reasonable times during regular business hours of the County, provided that the County provides the Contractor with forty-eight (48) hours advance notice of any such inspection. The Contractor agrees that it will supply such financial books, records, and information or verification as may be reasonably requested by the County. The Contractor shall maintain adequate documentation of all of its receipts and disbursements including, but not limited to, those related to the expenditure of funds that are subject to this Contract.

SECTION 4. ANNUAL REPORT.

The Contractor shall, at the County's expense, provide the County with an annual compilation of the Contractor's financial statements. In lieu of a compilation, the Contractor may, at its own expense, provide the County with an annual audit. All compilations shall be conducted by an

independent certified public accountant of the County's choosing in accordance with generally accepted accounting principles. All audits shall be conducted by an independent certified public accountant of the Contractor's choosing, acceptable to the County, in accordance with generally accepted accounting principles. The audit or compilation report and, in the case of audits, any accompanying audit management letters must be submitted to the Sampson County Finance Department ("Finance Department") no later than 5:00 p.m. on the last business day of October each year.

In the event that the Contractor elects to undergo an audit and the audit or audit management letter reveals any reportable and/or material issue(s) with regard to compliance with generally accepted accounting principles, the Contractor shall provide a written statement to the Finance Department that contains an explanation of each such issue and an action plan (with implementation timeline) for resolving each such issue, and shall provide quarterly reports to the Finance Department on progress made in resolution of each issue. If resolution of such issues requires professional advice on the part of the Contractor's auditor, the Contractor shall bear the cost of such advice.

Should the Contractor fail to submit its audit or compilation report and, in the case of audits, any accompanying management letters to the County on or before the last business day of October, the County may suspend all payments immediately until the audit, compilation, and/or management letters are delivered as set forth above, except that the County's Finance Director may grant a reasonable submittal extension if the Contractor is unable to deliver the audit or compilation for reasons beyond the control of the Contractor.

SECTION 5. FINANCIAL MISMANAGEMENT.

The Contractor agrees that, if its financial records are judged by the Finance Department to be deficient, or if a compilation or audit by a certified public accountant reveals competent evidence of financial mismanagement or wrongdoing, the County may, in its sole and absolute discretion, directly or through a third party of the County's choice, assume responsibility for management and financial decision-making for the Contractor until such time as the County determines that the Contractor's finances have been brought into compliance with the terms of this Contract and generally accepted accounting principles. The decision whether to assume responsibility for management and financial decision-making for the Contractor shall be made using the County's best judgment, and the County shall incur no liability whatsoever by reason of its decision to assume or not to assume control of the Contractor's finances pursuant to this Section.

In the alternative, the County may elect to immediately suspend all payments to the Contractor and/or terminate this Contract immediately and without notice, notwithstanding the provisions of Sections 7 and 25 of this Contract.

SECTION 6. CONTRACTOR'S USE OF FUNDS.

6.1 The Contractor shall use the funds subject to this Contract in accordance with the annual budget that has been submitted to and approved by the County. This budget may be amended by the Contractor's Board of Directors, provided that the amended budget does not exceed the total appropriations approved by the County. Budget amendments that have the effect

of increasing the total appropriations approved by the County must be submitted to the Department of Emergency Services and Finance Department for approval.

6.2 The Contractor agrees that County funds shall not be requested or used to pay penalties or fines without County approval.

SECTION 7. NONCOMPLIANCE BY CONTRACTOR.

If the County has a reasonable belief that the Contractor has violated any provision of this Contract, any OEMS or EMS Advisory Council standards, or any other applicable federal, state, or local statute, regulation, rule, or ordinance, the County will provide the Contractor with written notice of the alleged noncompliance and initiate a review to verify compliance. If the County determines that the Contractor has failed to render Required Services in compliance with this Contract, OEMS, or EMS Advisory Council standards, or any other applicable federal, state, or local statute, regulation, rule, or ordinance, the County shall give the Contractor sixty (60) days advance written notice that this Contract is subject to suspension and/or termination and shall additionally provide a list of the improvements needed to bring the Contractor into compliance.

If during the sixty (60) day period, the Contractor makes improvements satisfactory to the County, no suspension and/or termination shall occur. During the sixty (60) day period, the Contractor is not relieved of its responsibility to provide the Required Services in a manner otherwise consistent with the terms of this Contract. If after the sixty (60) day period, the Contractor has failed to come into compliance, then the County may suspend the monthly payment of funds allocated to the Contractor pursuant to Section 1 of this Contract and/or terminate this Contract.

Notwithstanding the foregoing, the County may immediately terminate this Contract, without notice, in the event that the County determines that the continued provision of rescue and emergency medical services by the Contractor poses a threat to the health and safety of the County's residents or the County learns that the insurance required pursuant to Section 11 of this Contract has lapsed, been cancelled, or is otherwise no longer in effect.

SECTION 8. COMPOSITION OF THE BOARD OF DIRECTORS.

8.1 The Contractor's Board of Directors shall have a minimum of three (3) members and shall meet at least once annually.

8.2 At least once per year, the Contractor shall provide the Director of the Department of Emergency Services with an up-to-date list of the members of its Board of Directors.

8.3 At least twice per year, the Contractor shall provide the Director of the Department of Emergency Services with an up-to-date roster of its volunteer members, indicating which members serve at the rank of Captain or higher.

8.4 In addition to the requirements in Sections 8.1, 8.2, and 8.3 (which are mandatory), the Contractor agrees that during the term of this Contract, the Contractor will work in good faith

to implement the following guidelines with respect to its Board of Directors. These guidelines are aspirational in nature and are not binding on the Contractor.

8.4.1 If the Contractor's chief serves as a member of the Contractor's Board of Directors, the Chief should serve as an ex officio member, without vote.

8.4.2 No family member of the Contractor's Chief or the President or Chair of the Board of Directors should serve as a member of the Board of Directors. "Family member" is defined as a parent, spouse, child, or sibling of the chief or member, including a parent, child, or sibling of the chief or member's spouse.

8.4.3 The Board of Directors should have a minimum of two (2) citizen members.

8.4.4 The Contractor is required to notify the County in writing within thirty (30) calendar days of any changes in the Contractor's Board of Directors or chief officers.

SECTION 9. DECISION-MAKING PROCESS OPEN TO THE PUBLIC.

Because of the Contractor's extensive reliance on public funds for its operations, the public has a continuing interest in the Contractor's decision-making processes and decisions regarding the expenditure of those funds. The Contractor agrees to the provisions of this Section, acknowledging that such provisions are required by this Contract, notwithstanding the fact that such provisions are not required by statute.

9.1 To ensure public trust, the Contractor agrees that its Board of Directors meetings will be open to the public.

9.2 To ensure the ability of the public to attend Board of Directors meetings, the Contractor agrees to provide public notice of said meetings by such means as the Contractor deems appropriate. The Contractor and the County agree that public notice of a Board of Directors meeting called in the midst of a declared disaster or emergency to make decisions required to respond to that disaster or emergency is not practical and, therefore, not required.

9.3 To ensure the ability of the public to review the Contractor's decision-making processes and spending decisions, the Contractor agrees to take minutes of all meetings that would enable a person not in attendance to have a reasonable understanding of what happened, and to make minutes of those meetings available to the public and the Department of Emergency Services by the time of the Board of Directors' next meeting.

9.4 Notwithstanding the Contractor's reliance on public funds, there are matters on which a Board of Directors must act that are non-public in nature. The County and the Contractor agree that, in the course of a public meeting, the Board of Directors may decide to close the meeting to the public under the following circumstances:

9.4.1 To consult with an attorney (to preserve attorney-client privilege) for an actual claim, judicial action, mediation, arbitration, etc. (does not include closing a meeting for “legal advice” or general legal information);

9.4.2 To discuss the purchase, exchange, or lease of real property;

9.4.3 To deal with personnel matters concerning a member (does not include general personnel policy discussion/action);

9.4.4 To request (or hear a report on) an investigation of alleged criminal misconduct directly concerning the Contractor or a member;

9.4.5 To make decisions on matters other than those that directly or indirectly involve public funds;

9.4.6 The County and the Contractor further agree that a “meeting” exists for purposes of this section when a majority of Board of Directors members get together physically, or via conference call or other electronic means for the purpose of transacting business, and that a social gathering of Board of Directors members at which business is not (and will not be) transacted is not a “meeting” for purposes of this section.

SECTION 10. LIQUIDATION OR DISSOLUTION.

In the event of the liquidation or dissolution of the Contractor, all of the Contractor’s assets, equipment, and other property shall be disposed of in accordance with the Contractor’s charter, articles of incorporation, and/or bylaws. All County property, including County funds, shall be promptly returned to the County.

SECTION 11. INSURANCE AND INDEMNIFICATION.

11.1 The Contractor shall obtain and keep in force during the term of this Contract and any subsequent renewals of this Contract the following minimum insurance coverage, annually providing the County’s Risk Manager with a certificate of insurance. All required insurance shall be procured from insurance companies licensed to do business in North Carolina and acceptable to the County. Coverage shall be maintained continuously during the term of this Contract.

11.1.1 Workers’ Compensation: Coverage A – Statutory – State of North Carolina. Coverage B – Employers Liability - \$100,000 each claim. The Contractor shall participate in the North Carolina Volunteer Safety Worker’s Compensation Fund. The County shall, subject to the availability of funds, pay the premium for the Contractor’s Workers’ Compensation Insurance; however, this premium payment shall in no way create any employment relationship between the County and any volunteer member of Contractor or confer upon any volunteer member of Contractor any right to benefits from the County.

11.1.2 Comprehensive General Liability, Including Medical Malpractice and Errors and Omissions: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability.

11.1.3 Business Auto Policy: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include vehicles owned by the Contractor, as well as hired and non-owned vehicles (other than those vehicles owned by the County, which shall be insured by the County) and member/employee non-ownership.

11.1.4 Management Liability/Directors and Officers Liability: Coverage with minimum limits of \$1,000,000.00 per claim and \$2,000,000.00 aggregate.

11.1.5 Umbrella Liability: Coverage with limits of \$2,000,000.00. Coverage shall exceed the underlying auto liability, employer's liability, general liability, including Medical Malpractice and Errors and Omissions liability.

11.1.6 Crime Coverages: A policy of insurance that includes crime coverages shall be purchased in the amount of not less than \$100,000.00.

11.1.7 The County shall be named as an additional insured under any policy of insurance required by this Contract. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be cancelled, terminated, or modified by either party except after thirty (30) days prior written notice to the County.

11.1.8 The Contractor's insurance shall be primary with respect to the County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by the County, its officers, officials, and employees shall be in excess of and not contribute with the Contractor's insurance.

11.2 The County shall, subject to the availability of funds and continuing appropriation of funds by the Board of Commissioners, obtain and keep in force during the term of this Contract and any subsequent renewals of this Contract the following minimum insurance coverage.

11.2.1 Business Auto Policy: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include only vehicles owned by the County.

11.3 The Contractor shall indemnify, save harmless, and defend the County from any and all liability and expenses, including attorney's fees, court costs, and other costs incurred by the County which are caused by the negligence or willful misconduct of the Contractor, its members, agents, or any other person or entity acting on behalf of the Contractor. This obligation shall survive the termination or expiration of this Contract.

SECTION 12. STANDARDS OF PERFORMANCE.

The Contractor shall furnish the Required Services in a professional, efficient, and workmanlike manner, in particular so as to meet the requirements of and comply with the provisions of this Contract, the rules and regulations of OEMS and the EMS Advisory Council, Chapter 131E of the North Carolina General Statutes, the North Carolina Administrative Code, and other pertinent federal, state, and local statutes, regulations, rules, ordinances, and standards.

The Contractor agrees to comply with rescue and emergency medical services Performance Standards, including, but not limited to, minimum membership requirements, rates of response, response time, event outcomes, customer satisfaction, minimum documentation standards, and compliance with the Contractor's standard operating procedures. A list of the Performance Standards in effect as of the effective date of this Contract are attached hereto as Exhibit "B" and incorporated herein by reference. The Department of Emergency Services may, with the approval of the Board of Commissioners, unilaterally modify or amend the Performance Standards, provided, however, the Department of Emergency Services must give the Contractor ninety (90) days advance notice prior to the implementation of any change or addition to the Performance Standards.

Noncompliance with any contractual provision (including, but not limited to the Performance Standards), statute, regulation, rule, or standard shall constitute a material breach of this Contract subject to suspension of funding and/or termination pursuant to Section 7 of this Contract.

SECTION 13. RELATIONSHIP OF THE PARTIES.

The Contractor is an independent contractor of the County, and its directors, officers, members, and agents shall not be considered employees of the County. The relationship between the Parties shall be limited to the performance of this Contract in accordance with its terms. The County shall not be responsible for any act or omission of the Contractor or its directors, officers, members, employees, or agents. Neither the Contractor, nor any director, officer, member, employee, or agent of the Contractor shall be deemed an officer, employees, or agent of the County or have the authority to contract or incur any liability on behalf of the County. No liability for benefits, such as workers' compensation, pension rights, or other provisions shall arise out of or accrue to any Party, its directors, officers, members, employees, or agents as a result of this Contract or the performance thereof.

SECTION 14. TREATMENT DECISIONS.

The County shall not be liable for, or exercise control over, the manner or method by which the Contractor and its directors, officers, members, employees, and agents provide services under this Contract, including, but not limited to, any treatment decisions made by the Contractor or any of the foregoing. Notwithstanding any provision of this Contract, the County shall have no obligation to supervise the Contractor's provision of the Required Services or compliance with the Performance Standards and shall not be liable for the Contractor's failure to provide the Required Services or comply with the Performance Standards.

SECTION 15. NO THIRD-PARTY BENEFICIARIES.

This Contract is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the Parties hereto, and this Contract shall not confer any rights or remedies upon any person or entity other than the Parties hereto.

SECTION 16. NON-ASSIGNMENT.

This Contract may not be transferred, assigned, or subcontracted by the Contractor without the written consent of the County, which may be withheld in the County's sole and absolute discretion.

SECTION 17. NON-WAIVER.

Failure of the County to enforce any of the provisions of this Contract at any time, or to request performance by the Contractor pursuant to any of the provisions of this Contract at any time shall in no way be construed as a waiver of such provisions, nor in any way affect the validity of this Contract, or any part thereof, or the right of the County to enforce each and every provision.

SECTION 18. NOTICES.

All notices, reports, records, or other communications which are required or permitted to be given to the Parties under the terms of this Contract shall be sufficient in all respects if given in writing and delivered in person, by overnight courier, or by registered or certified mail, return receipt requested, to the receiving party at the following address or such other address as the receiving party may in writing designate:

If to the County: Richard Sauer
Sampson County Department of Emergency Services
107 Underwood Street
Clinton, NC 28328

With a copy to: David Clack
Sampson County Finance Director
406 County Complex Rd., Bldg. C
Clinton, NC 28328

If to the Contractor:
by U.S.P.S. Chair, Board of Directors
P.O. Box 891
Roseboro, NC 28382

If to the Contractor:
by Overnight Courier Chair, Board of Directors
400 E. Howard Street
Roseboro, NC 28382

With a copy to: Chief
P.O. Box 891
Roseboro, NC 28382

SECTION 19. AMENDMENTS.

Any amendment to this Contract shall be made in writing and signed by both Parties in order to be effective except where this Contract expressly authorizes the Department of Emergency Services and Board of Commissioners to unilaterally modify the Required Services and Performance Standards.

SECTION 20. ENTIRE AGREEMENT.

The terms and provisions herein contained constitute the entire agreement by and between the County and the Contractor and shall supersede all previous communications, representations, or agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof, except that this paragraph shall not be construed to invalidate any existing and applicable Mutual Aid Agreements.

SECTION 21. GOVERNING LAW.

The Parties acknowledge that North Carolina law shall govern this Contract.

SECTION 22. SEVERABILITY.

If any provision of this Contract shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Contract.

SECTION 23. COUNTERPARTS.

This Contract may be executed in several counterparts, each of which shall be deemed an original.

SECTION 24. NO WAIVER OF SOVEREIGN IMMUNITY.

The County and the Contractor agree that nothing herein shall be construed to in any way waive the County's defense of sovereign or governmental immunity from any cause of action alleged or brought against the County for any reason if otherwise available as a matter of law.

SECTION 25. TERM OF AGREEMENT.

This Contract shall have a term of five (5) years, commencing on July 1, 2022 and ending on June 30, 2027, unless sooner terminated as provided herein. Thereafter, this Contract may be renewed for successive terms of one (1) year each, provided that the Parties mutually agree to said renewal.

SECTION 26. TERMINATION.

In addition to the for-cause termination provisions of Sections 5 and 7 above, this Contract may be terminated by either Party for convenience upon advance written notice to the other Party, served upon the other party by personal delivery, overnight courier, or registered or certified mail, return receipt requested, as provided in Section 18 of this Contract, at least ninety (90) days prior to the effective date of termination.

However, failure of the Board of Commissioners to appropriate funding for the rescue and emergency services that are the subject hereof shall result in the automatic termination of this Contract without penalty or liability of any kind to the County.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

IN TESTIMONY WHEREOF, the County has caused this instrument to be executed by its County Manager, and the Contractor has caused this instrument to be executed by the Chair of its Board of Directors or other duly-authorized official, attested by its Secretary, and its corporate seal affixed hereto, all by authorization of its Board of Directors duly given in accordance with its articles of incorporation and bylaws.

This the ____ day of July, 2022.

SAMPSON COUNTY

By: _____
Edwin W. Causey,
County Manager

ATTESTED:

By: _____
Susan J. Holder, Clerk

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

David K. Clack,
County Finance Officer

This the ____ day of July, 2022.

ROSEBORO RESCUE & EMS, INC.

By: _____
Print Name: _____
Chair, Board of Directors

ATTESTED:

By: _____
Print Name: _____
Secretary

EXHIBIT A
REQUIRED SERVICES

The following required services are agreed to by the County and the Contractor and are material provisions of this Contract:

1. The Contractor shall provide within its response district and any other areas of dispatch light rescue services following the standards established by the North Carolina Association of Rescue and Emergency Medical Services, as the same may be amended from time to time. The Contractor may choose to also provide the following additional rescue services provided that approval is given by the Department of Emergency Services: medium rescue, heavy rescue, agricultural rescue, confined space rescue, trench rescue, surface water rescue, or swift water rescue, following the standards established by the North Carolina Association of Rescue and Emergency Medical Services, as the same may be amended from time to time.

2. The Contractor shall respond to dispatches of Alphas, Bravo, Charlie, Delta, Echo, and Omega calls using the Emergency Medical Dispatch Protocols maintained by Sampson County 911 Communications.

EXHIBIT B
PERFORMANCE STANDARDS

The following minimum performance standards are agreed to by the County and the Contractor and are material provisions of this Contract:

1. The Contractor shall maintain at least eight (8) active members at all times. For purposes of this Performance Standard, an “active” member shall be a member who is in compliance with the Sampson County Emergency Services Reintegration Policy. All active members shall be maintain a valid, current OEMS certificate as an emergency medical responder, emergency medical technician, advanced emergency medical technician, or paramedic and shall possess the relevant qualifications required for their position by the North Carolina Association of Rescue and Emergency Medical Services. Four (4) of the eight (8) active members must maintain an OEMS certificate at or above the level at which the Contractor is certified with OEMS.

2. The Contractor shall adopt and abide by personnel rules for volunteer members that are in compliance with the Fair Labor Standards Act (where applicable) and any other applicable federal or state law.

3. The Contractor shall not discriminate against any director, officer, member, or applicant for membership because of race, religion, color, sex, age, disability, or national origin. However, members must be competent and capable to perform the bona fide requirements of their respective position.

4. The Contractor shall have adopted guidelines that address appropriate initial training of members and continuing education that meets or exceeds all OEMS and Sampson County EMS requirements, including, but not limited to, requirements of the Sampson County Medical Director. A current, valid copy of the Contractor’s training guidelines shall be kept on file with the Department of Emergency Services.

5. The Contractor will conduct a driver’s license record review at least annually on each member. Upon request, the Contractor shall furnish a copy of completed background checks to the Department of Emergency Services.

6. No person with felony or serious misdemeanor conviction(s) shall be allowed to participate as a member or otherwise render services for the Contractor. “Serious misdemeanor conviction(s)” shall be defined to include offenses reflective of violent criminal behavior, sexual misconduct, or dishonesty.

7. All members of the Contractor shall be subject to for cause and/or suspicionless drug testing at any time as deemed appropriate by the Contractor.

8. The Contractor, including any permitted subcontractors, shall comply with the E-Verify requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

9. The Contractor shall respond to a minimum of forty percent (40%) of calls to which it is dispatched during the hours of 6:00 p.m. to 6:00 a.m.

10. The Contractor shall follow the most current version of the Sampson County Emergency Operations Plan.

11. The Contractor shall adopt a set of standard operating procedures. A current, valid copy of the Contractor's standard operating procedures shall be kept on file with the Department of Emergency Services.

12. The Contractor agrees to rely only on the countywide system for emergency alerting and response purposes for calls within Sampson County.

13. The Contractor shall notify the Department of Emergency Services within ten (10) days of any adverse finding, suspension, or termination by any local, state, or federal agency against the Contractor or any of its directors, officers, members, employees, or agents, pertaining to employment practices, occupational safety, credentialing or certification, or any other matter within the jurisdiction of a local, state, or federal agency.

14. The Contractor and its directors, officers, members, and agents shall abide by the standards adopted by the North Carolina Association of Rescue and Emergency Medical Services and OEMS, as they may be amended from time to time.

15. Emergency medical services shall be subject to the oversight and direction of Sampson County's Medical Director and Sampson County's adopted emergency medical protocols, and the Contractor shall comply with all directives and requirements imposed by the Medical Director and the County's emergency medical protocols.

16. The Contractor shall document patient care utilizing an incident reporting system approved by the Department of Emergency Services. Documentation of patient care must be completed within one (1) week of the date on which patient care was rendered.

17. The Contractor shall maintain patient information and medical records in accordance with applicable federal and state laws, including federal and state laws related to privacy and confidentiality of patient information and medical records, and shall use and disclose such information and/or records in accordance with applicable law.

18. The Contractor shall maintain, at its expense, such equipment and supplies as shall be reasonably necessary to provide the Required Services. The County will, in its absolute and sole discretion, provide the Contractor with equipment, such as ambulances, and supplies, subject to the availability of funds and the appropriation authority of the Board of Commissioners, which shall in no way be abridged by this Contract. The Contractor shall maintain, at its expense, any equipment furnished by the County unless the Director of the Department of Emergency Services determines, in his or her discretion, that the County should bear the cost of a given maintenance item or repair.

STATE OF NORTH CAROLINA
COUNTY OF SAMPSON

**EMERGENCY MEDICAL SERVICES
CONTRACT**

THIS EMERGENCY MEDICAL SERVICES CONTRACT (“Contract”) is made and entered into effective the 1st day of July, 2022 (the “Effective Date”) by and between **SAMPSON COUNTY**, a body corporate and politic and a political subdivision of the State of North Carolina, (the “County”) and **SUTTONTOWN EMS, INC.**, a North Carolina non-profit corporation (the “Contractor”). The County and the Contractor may be referred to herein at times individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, N.C. Gen. Stat. § 153A-149(c)(5) authorizes counties to levy property taxes up to a combined rate of one dollar and fifty cents (\$1.50) on the one hundred dollars (\$100.00) appraised value of property for certain purposes, including, but not limited to, the provision of ambulance services, rescue squads, and other emergency medical services; and

WHEREAS, N.C. Gen. Stat. § 160A-487 authorizes counties to appropriate funds to rescue squads or teams to enable them to purchase and maintain rescue equipment and to finance the operation of rescue squads either within or outside the boundaries of the county; and

WHEREAS, N.C. Gen. Stat. § 153A-250 authorizes counties to contract for ambulance services in all or a portion of the county; and

WHEREAS, the Contractor is a North Carolina nonprofit corporation organized and authorized to furnish emergency medical services and other such other services as may be authorized by the Contractor’s bylaws; and

WHEREAS, the Contractor has secured, through purchase or otherwise, equipment, land, and buildings for the operation of one or more emergency medical services stations; and

WHEREAS, the County and the Contractor desire to enter into this Contract for the provision of emergency medical services by the Contractor.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties contract and agree as follows:

SECTION 1. ANNUAL APPROPRIATIONS.

The County will fund the Contractor with general property taxes levied pursuant to N.C. Gen. Stat. § 153A-149 in such amounts as may be appropriated by the Board of Commissioners, in its absolute and sole discretion. The amount appropriated by the Board of Commissioners each fiscal year shall be paid to the Contractor in twelve (12) equal monthly installments. These funds shall

be used solely for emergency medical services in the Contractor's response district and such other areas of response to which the Contractor may be dispatched.

On or before January 31st of each year, the Contractor shall submit a proposed budget for the fiscal year beginning July 1st of that year to the Sampson County Department of Emergency Services ("Department of Emergency Services") for approval. The proposed budget shall be submitted in such form as shall be prescribed by the Department of Emergency Services.

SECTION 2. SERVICES FURNISHED BY CONTRACTOR.

The Contractor shall provide those emergency medical services as shall be required by the Department of Emergency Services with the approval of the Board of Commissioners (the "Required Services"). A list of the Required Services in effect as of the effective date of this Contract is attached hereto as Exhibit "A" and incorporated herein by reference. The Contractor shall provide the station(s), equipment, personnel, and other items necessary to provide the Required Services within the Contractor's response district and such other areas of response to which the Contractor may be dispatched. The Contractor's response district shall be defined by (and may be altered by) the Board of Commissioners.

The Department of Emergency Services may, with the approval of the Board of Commissioners, unilaterally modify or amend the list of Required Services, provided, however, that the Department of Emergency Services must give the Contractor ninety (90) days advance notice prior to implementation of any change to the Required Services.

The Required Services shall be carried out in accordance with the minimum standards set forth in this Contract and the minimum standards promulgated by the North Carolina Office of Emergency Medical Services ("OEMS"), the North Carolina Association of Rescue and EMS ("Rescue Association"), and the EMS Advisory Council ("EMS Advisory Council") as well as any other requirements imposed by federal, state, or local statutes, regulations, rules, or ordinances.

SECTION 3. BOOKS AND RECORDS.

The County may inspect the financial books and records of the Contractor at reasonable times during regular business hours of the County, provided that the County provides the Contractor with forty-eight (48) hours advance notice of any such inspection. The Contractor agrees that it will supply such financial books, records, and information or verification as may be reasonably requested by the County. The Contractor shall maintain adequate documentation of all of its receipts and disbursements including, but not limited to, those related to the expenditure of funds that are subject to this Contract.

SECTION 4. ANNUAL REPORT.

The Contractor shall, at the County's expense, provide the County with an annual compilation of the Contractor's financial statements. In lieu of a compilation, the Contractor may, at its own expense, provide the County with an annual audit. All compilations shall be conducted by an independent certified public accountant of the County's choosing in accordance with generally

accepted accounting principles. All audits shall be conducted by an independent certified public accountant of the Contractor's choosing, acceptable to the County, in accordance with generally accepted accounting principles. The audit or compilation report and, in the case of audits, any accompanying audit management letters must be submitted to the Sampson County Finance Department ("Finance Department") no later than 5:00 p.m. on the last business day of October each year.

In the event that the Contractor elects to undergo an audit and the audit or audit management letter reveals any reportable and/or material issue(s) with regard to compliance with generally accepted accounting principles, the Contractor shall provide a written statement to the Finance Department that contains an explanation of each such issue and an action plan (with implementation timeline) for resolving each such issue, and shall provide quarterly reports to the Finance Department on progress made in resolution of each issue. If resolution of such issues requires professional advice on the part of the Contractor's auditor, the Contractor shall bear the cost of such advice.

Should the Contractor fail to submit its audit or compilation report and, in the case of audits, any accompanying management letters to the County on or before the last business day of October, the County may suspend all payments immediately until the audit, compilation, and/or management letters are delivered as set forth above, except that the County's Finance Director may grant a reasonable submittal extension if the Contractor is unable to deliver the audit or compilation for reasons beyond the control of the Contractor.

SECTION 5. FINANCIAL MISMANAGEMENT.

The Contractor agrees that, if its financial records are judged by the Finance Department to be deficient, or if a compilation or audit by a certified public accountant reveals competent evidence of financial mismanagement or wrongdoing, the County may, in its sole and absolute discretion, directly or through a third party of the County's choice, assume responsibility for management and financial decision-making for the Contractor until such time as the County determines that the Contractor's finances have been brought into compliance with the terms of this Contract and generally accepted accounting principles. The decision whether to assume responsibility for management and financial decision-making for the Contractor shall be made using the County's best judgment, and the County shall incur no liability whatsoever by reason of its decision to assume or not to assume control of the Contractor's finances pursuant to this Section.

In the alternative, the County may elect to immediately suspend all payments to the Contractor and/or terminate this Contract immediately and without notice, notwithstanding the provisions of Sections 7 and 25 of this Contract.

SECTION 6. CONTRACTOR'S USE OF FUNDS.

6.1 The Contractor shall use the funds subject to this Contract in accordance with the annual budget that has been submitted to and approved by the County. This budget may be amended by the Contractor's Board of Directors, provided that the amended budget does not exceed the total appropriations approved by the County. Budget amendments that have the effect

of increasing the total appropriations approved by the County must be submitted to the Department of Emergency Services and Finance Department for approval.

6.2 The Contractor agrees that County funds shall not be requested or used to pay penalties or fines without County approval.

SECTION 7. NONCOMPLIANCE BY CONTRACTOR.

If the County has a reasonable belief that the Contractor has violated any provision of this Contract, any OEMS or EMS Advisory Council standards, or any other applicable federal, state, or local statute, regulation, rule, or ordinance, the County will provide the Contractor with written notice of the alleged noncompliance and initiate a review to verify compliance. If the County determines that the Contractor has failed to render Required Services in compliance with this Contract, OEMS, or EMS Advisory Council standards, or any other applicable federal, state, or local statute, regulation, rule, or ordinance, the County shall give the Contractor sixty (60) days advance written notice that this Contract is subject to suspension and/or termination and shall additionally provide a list of the improvements needed to bring the Contractor into compliance.

If during the sixty (60) day period, the Contractor makes improvements satisfactory to the County, no suspension and/or termination shall occur. During the sixty (60) day period, the Contractor is not relieved of its responsibility to provide the Required Services in a manner otherwise consistent with the terms of this Contract. If after the sixty (60) day period, the Contractor has failed to come into compliance, then the County may suspend the monthly payment of funds allocated to the Contractor pursuant to Section 1 of this Contract and/or terminate this Contract.

Notwithstanding the foregoing, the County may immediately terminate this Contract, without notice, in the event that the County determines that the continued provision of rescue and emergency medical services by the Contractor poses a threat to the health and safety of the County's residents or the County learns that the insurance required pursuant to Section 11 of this Contract has lapsed, been cancelled, or is otherwise no longer in effect.

SECTION 8. COMPOSITION OF THE BOARD OF DIRECTORS.

8.1 The Contractor's Board of Directors shall have a minimum of three (3) members and shall meet at least once annually.

8.2 At least once per year, the Contractor shall provide the Director of the Department of Emergency Services with an up-to-date list of the members of its Board of Directors.

8.3 At least twice per year, the Contractor shall provide the Director of the Department of Emergency Services with an up-to-date roster of its volunteer members, indicating which members serve at the rank of Captain or higher.

8.4 In addition to the requirements in Sections 8.1, 8.2, and 8.3 (which are mandatory), the Contractor agrees that during the term of this Contract, the Contractor will work in good faith

to implement the following guidelines with respect to its Board of Directors. These guidelines are aspirational in nature and are not binding on the Contractor.

8.4.1 If the Contractor's chief serves as a member of the Contractor's Board of Directors, the Chief should serve as an ex officio member, without vote.

8.4.2 No family member of the Contractor's Chief or the President or Chair of the Board of Directors should serve as a member of the Board of Directors. "Family member" is defined as a parent, spouse, child, or sibling of the chief or member, including a parent, child, or sibling of the chief or member's spouse.

8.4.3 The Board of Directors should have a minimum of two (2) citizen members.

8.4.4 The Contractor is required to notify the County in writing within thirty (30) calendar days of any changes in the Contractor's Board of Directors or chief officers.

SECTION 9. DECISION-MAKING PROCESS OPEN TO THE PUBLIC.

Because of the Contractor's extensive reliance on public funds for its operations, the public has a continuing interest in the Contractor's decision-making processes and decisions regarding the expenditure of those funds. The Contractor agrees to the provisions of this Section, acknowledging that such provisions are required by this Contract, notwithstanding the fact that such provisions are not required by statute.

9.1 To ensure public trust, the Contractor agrees that its Board of Directors meetings will be open to the public.

9.2 To ensure the ability of the public to attend Board of Directors meetings, the Contractor agrees to provide public notice of said meetings by such means as the Contractor deems appropriate. The Contractor and the County agree that public notice of a Board of Directors meeting called in the midst of a declared disaster or emergency to make decisions required to respond to that disaster or emergency is not practical and, therefore, not required.

9.3 To ensure the ability of the public to review the Contractor's decision-making processes and spending decisions, the Contractor agrees to take minutes of all meetings that would enable a person not in attendance to have a reasonable understanding of what happened, and to make minutes of those meetings available to the public and the Department of Emergency Services by the time of the Board of Directors' next meeting.

9.4 Notwithstanding the Contractor's reliance on public funds, there are matters on which a Board of Directors must act that are non-public in nature. The County and the Contractor agree that, in the course of a public meeting, the Board of Directors may decide to close the meeting to the public under the following circumstances:

9.4.1 To consult with an attorney (to preserve attorney-client privilege) for an actual claim, judicial action, mediation, arbitration, etc. (does not include closing a meeting for “legal advice” or general legal information);

9.4.2 To discuss the purchase, exchange, or lease of real property;

9.4.3 To deal with personnel matters concerning a member (does not include general personnel policy discussion/action);

9.4.4 To request (or hear a report on) an investigation of alleged criminal misconduct directly concerning the Contractor or a member;

9.4.5 To make decisions on matters other than those that directly or indirectly involve public funds;

9.4.6 The County and the Contractor further agree that a “meeting” exists for purposes of this section when a majority of Board of Directors members get together physically, or via conference call or other electronic means for the purpose of transacting business, and that a social gathering of Board of Directors members at which business is not (and will not be) transacted is not a “meeting” for purposes of this section.

SECTION 10. LIQUIDATION OR DISSOLUTION.

In the event of the liquidation or dissolution of the Contractor, all of the Contractor’s assets, equipment, and other property shall be disposed of in accordance with the Contractor’s charter, articles of incorporation, and/or bylaws. All County property, including County funds, shall be promptly returned to the County.

SECTION 11. INSURANCE AND INDEMNIFICATION.

11.1 The Contractor shall obtain and keep in force during the term of this Contract and any subsequent renewals of this Contract the following minimum insurance coverage, annually providing the County’s Risk Manager with a certificate of insurance. All required insurance shall be procured from insurance companies licensed to do business in North Carolina and acceptable to the County. Coverage shall be maintained continuously during the term of this Contract.

11.1.1 Workers’ Compensation: Coverage A – Statutory – State of North Carolina. Coverage B – Employers Liability - \$100,000 each claim. The Contractor shall participate in the North Carolina Volunteer Safety Worker’s Compensation Fund. The County shall, subject to the availability of funds, pay the premium for the Contractor’s Workers’ Compensation Insurance; however, this premium payment shall in no way create any employment relationship between the County and any volunteer member of Contractor or confer upon any volunteer member of Contractor any right to benefits from the County.

11.1.2 Comprehensive General Liability, Including Medical Malpractice and Errors and Omissions: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability.

11.1.3 Business Auto Policy: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include vehicles owned by the Contractor, as well as hired and non-owned vehicles (other than those vehicles owned by the County, which shall be insured by the County) and member/employee non-ownership.

11.1.4 Management Liability/Directors and Officers Liability: Coverage with minimum limits of \$1,000,000.00 per claim and \$2,000,000.00 aggregate.

11.1.5 Umbrella Liability: Coverage with limits of \$2,000,000.00. Coverage shall exceed the underlying auto liability, employer's liability, general liability, including Medical Malpractice and Errors and Omissions liability.

11.1.6 Crime Coverages: A policy of insurance that includes crime coverages shall be purchased in the amount of not less than \$100,000.00.

11.1.7 The County shall be named as an additional insured under any policy of insurance required by this Contract. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be cancelled, terminated, or modified by either party except after thirty (30) days prior written notice to the County.

11.1.8 The Contractor's insurance shall be primary with respect to the County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by the County, its officers, officials, and employees shall be in excess of and not contribute with the Contractor's insurance.

11.2 The County shall, subject to the availability of funds and continuing appropriation of funds by the Board of Commissioners, obtain and keep in force during the term of this Contract and any subsequent renewals of this Contract the following minimum insurance coverage.

11.2.1 Business Auto Policy: Coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include only vehicles owned by the County.

11.3 The Contractor shall indemnify, save harmless, and defend the County from any and all liability and expenses, including attorney's fees, court costs, and other costs incurred by the County which are caused by the negligence or willful misconduct of the Contractor, its members, agents, or any other person or entity acting on behalf of the Contractor. This obligation shall survive the termination or expiration of this Contract.

SECTION 12. STANDARDS OF PERFORMANCE.

The Contractor shall furnish the Required Services in a professional, efficient, and workmanlike manner, in particular so as to meet the requirements of and comply with the provisions of this Contract, the rules and regulations of OEMS and the EMS Advisory Council, Chapter 131E of the North Carolina General Statutes, the North Carolina Administrative Code, and other pertinent federal, state, and local statutes, regulations, rules, ordinances, and standards.

The Contractor agrees to comply with rescue and emergency medical services Performance Standards, including, but not limited to, minimum membership requirements, rates of response, response time, event outcomes, customer satisfaction, minimum documentation standards, and compliance with the Contractor's standard operating procedures. A list of the Performance Standards in effect as of the effective date of this Contract are attached hereto as Exhibit "B" and incorporated herein by reference. The Department of Emergency Services may, with the approval of the Board of Commissioners, unilaterally modify or amend the Performance Standards, provided, however, the Department of Emergency Services must give the Contractor ninety (90) days advance notice prior to the implementation of any change or addition to the Performance Standards.

Noncompliance with any contractual provision (including, but not limited to the Performance Standards), statute, regulation, rule, or standard shall constitute a material breach of this Contract subject to suspension of funding and/or termination pursuant to Section 7 of this Contract.

SECTION 13. RELATIONSHIP OF THE PARTIES.

The Contractor is an independent contractor of the County, and its directors, officers, members, and agents shall not be considered employees of the County. The relationship between the Parties shall be limited to the performance of this Contract in accordance with its terms. The County shall not be responsible for any act or omission of the Contractor or its directors, officers, members, employees, or agents. Neither the Contractor, nor any director, officer, member, employee, or agent of the Contractor shall be deemed an officer, employees, or agent of the County or have the authority to contract or incur any liability on behalf of the County. No liability for benefits, such as workers' compensation, pension rights, or other provisions shall arise out of or accrue to any Party, its directors, officers, members, employees, or agents as a result of this Contract or the performance thereof.

SECTION 14. TREATMENT DECISIONS.

The County shall not be liable for, or exercise control over, the manner or method by which the Contractor and its directors, officers, members, employees, and agents provide services under this Contract, including, but not limited to, any treatment decisions made by the Contractor or any of the foregoing. Notwithstanding any provision of this Contract, the County shall have no obligation to supervise the Contractor's provision of the Required Services or compliance with the Performance Standards and shall not be liable for the Contractor's failure to provide the Required Services or comply with the Performance Standards.

SECTION 15. NO THIRD-PARTY BENEFICIARIES.

This Contract is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the Parties hereto, and this Contract shall not confer any rights or remedies upon any person or entity other than the Parties hereto.

SECTION 16. NON-ASSIGNMENT.

This Contract may not be transferred, assigned, or subcontracted by the Contractor without the written consent of the County, which may be withheld in the County's sole and absolute discretion.

SECTION 17. NON-WAIVER.

Failure of the County to enforce any of the provisions of this Contract at any time, or to request performance by the Contractor pursuant to any of the provisions of this Contract at any time shall in no way be construed as a waiver of such provisions, nor in any way affect the validity of this Contract, or any part thereof, or the right of the County to enforce each and every provision.

SECTION 18. NOTICES.

All notices, reports, records, or other communications which are required or permitted to be given to the Parties under the terms of this Contract shall be sufficient in all respects if given in writing and delivered in person, by overnight courier, or by registered or certified mail, return receipt requested, to the receiving party at the following address or such other address as the receiving party may in writing designate:

If to the County: Richard Sauer
Sampson County Department of Emergency Services
107 Underwood Street
Clinton, NC 28328

With a copy to: David Clack
Sampson County Finance Director
406 County Complex Rd., Bldg. C
Clinton, NC 28328

If to the Contractor: Chair, Board of Directors
5680 Suttontown Rd.
Faison, NC 28341

With a copy to: Chief
5680 Suttontown Rd.
Faison, NC 28341

SECTION 19. AMENDMENTS.

Any amendment to this Contract shall be made in writing and signed by both Parties in order to be effective except where this Contract expressly authorizes the Department of Emergency Services and Board of Commissioners to unilaterally modify the Required Services and Performance Standards.

SECTION 20. ENTIRE AGREEMENT.

The terms and provisions herein contained constitute the entire agreement by and between the County and the Contractor and shall supersede all previous communications, representations, or agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof, except that this paragraph shall not be construed to invalidate any existing and applicable Mutual Aid Agreements.

SECTION 21. GOVERNING LAW.

The Parties acknowledge that North Carolina law shall govern this Contract.

SECTION 22. SEVERABILITY.

If any provision of this Contract shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Contract.

SECTION 23. COUNTERPARTS.

This Contract may be executed in several counterparts, each of which shall be deemed an original.

SECTION 24. NO WAIVER OF SOVEREIGN IMMUNITY.

The County and the Contractor agree that nothing herein shall be construed to in any way waive the County's defense of sovereign or governmental immunity from any cause of action alleged or brought against the County for any reason if otherwise available as a matter of law.

SECTION 25. TERM OF AGREEMENT.

This Contract shall have a term of five (5) years, commencing on July 1, 2022 and ending on June 30, 2027, unless sooner terminated as provided herein. Thereafter, this Contract may be renewed for successive terms of one (1) year each, provided that the Parties mutually agree to said renewal.

SECTION 26. TERMINATION.

In addition to the for-cause termination provisions of Sections 5 and 7 above, this Contract may be terminated by either Party for convenience upon advance written notice to the other Party, served upon the other party by personal delivery, overnight courier, or registered or certified mail,

return receipt requested, as provided in Section 18 of this Contract, at least ninety (90) days prior to the effective date of termination.

However, failure of the Board of Commissioners to appropriate funding for the emergency services that are the subject hereof shall result in the automatic termination of this Contract without penalty or liability of any kind to the County.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

IN TESTIMONY WHEREOF, the County has caused this instrument to be executed by its County Manager, and the Contractor has caused this instrument to be executed by the Chair of its Board of Directors or other duly-authorized official, attested by its Secretary, and its corporate seal affixed hereto, all by authorization of its Board of Directors duly given in accordance with its articles of incorporation and bylaws.

This the ____ day of July, 2022.

SAMPSON COUNTY

By: _____
Edwin W. Causey,
County Manager

ATTESTED:

By: _____
Susan J. Holder, Clerk

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

David K. Clack,
County Finance Officer

This the ____ day of July, 2022.

SUTTONTOWN EMS, INC.

By: _____
Print Name: _____
Chair, Board of Directors

ATTESTED:

By: _____
Print Name: _____
Secretary

EXHIBIT A
REQUIRED SERVICES

The following required services are agreed to by the County and the Contractor and are material provisions of this Contract:

1. The Contractor shall respond to dispatches of Alphas, Bravo, Charlie, Delta, Echo, and Omega calls using the Emergency Medical Dispatch Protocols maintained by Sampson County 911 Communications.

EXHIBIT B
PERFORMANCE STANDARDS

The following minimum performance standards are agreed to by the County and the Contractor and are material provisions of this Contract:

1. The Contractor shall maintain at least eight (8) active members at all times. For purposes of this Performance Standard, an “active” member shall be a member who is in compliance with the Sampson County Emergency Services Reintegration Policy. All active members shall be maintain a valid, current OEMS certificate as an emergency medical responder, emergency medical technician, advanced emergency medical technician, or paramedic and shall possess the relevant qualifications required for their position by the North Carolina Association of Rescue and Emergency Medical Services. Four (4) of the eight (8) active members must maintain an OEMS certificate at or above the level at which the Contractor is certified with OEMS.

2. The Contractor shall adopt and abide by personnel rules for volunteer members that are in compliance with the Fair Labor Standards Act (where applicable) and any other applicable federal or state law.

3. The Contractor shall not discriminate against any director, officer, member, or applicant for membership because of race, religion, color, sex, age, disability, or national origin. However, members must be competent and capable to perform the bona fide requirements of their respective position.

4. The Contractor shall have adopted guidelines that address appropriate initial training of members and continuing education that meets or exceeds all OEMS and Sampson County EMS requirements, including, but not limited to, requirements of the Sampson County Medical Director. A current, valid copy of the Contractor’s training guidelines shall be kept on file with the Department of Emergency Services.

5. The Contractor will conduct a driver’s license record review at least annually on each member. Upon request, the Contractor shall furnish a copy of completed background checks to the Department of Emergency Services.

6. No person with felony or serious misdemeanor conviction(s) shall be allowed to participate as a member or otherwise render services for the Contractor. “Serious misdemeanor conviction(s)” shall be defined to include offenses reflective of violent criminal behavior, sexual misconduct, or dishonesty.

7. All members of the Contractor shall be subject to for cause and/or suspicionless drug testing at any time as deemed appropriate by the Contractor.

8. The Contractor, including any permitted subcontractors, shall comply with the E-Verify requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

9. The Contractor shall respond to a minimum of forty percent (40%) of calls to which it is dispatched during the hours of 6:00 p.m. to 6:00 a.m.

10. The Contractor shall follow the most current version of the Sampson County Emergency Operations Plan.

11. The Contractor shall adopt a set of standard operating procedures. A current, valid copy of the Contractor's standard operating procedures shall be kept on file with the Department of Emergency Services.

12. The Contractor agrees to rely only on the countywide system for emergency alerting and response purposes for calls within Sampson County.

13. The Contractor shall notify the Department of Emergency Services within ten (10) days of any adverse finding, suspension, or termination by any local, state, or federal agency against the Contractor or any of its directors, officers, members, employees, or agents, pertaining to employment practices, occupational safety, credentialing or certification, or any other matter within the jurisdiction of a local, state, or federal agency.

14. The Contractor and its directors, officers, members, and agents shall abide by the standards adopted by the North Carolina Association of Rescue and Emergency Medical Services and OEMS, as they may be amended from time to time.

15. Emergency medical services shall be subject to the oversight and direction of Sampson County's Medical Director and Sampson County's adopted emergency medical protocols, and the Contractor shall comply with all directives and requirements imposed by the Medical Director and the County's emergency medical protocols.

16. The Contractor shall document patient care utilizing an incident reporting system approved by the Department of Emergency Services. Documentation of patient care must be completed within one (1) week of the date on which patient care was rendered.

17. The Contractor shall maintain patient information and medical records in accordance with applicable federal and state laws, including federal and state laws related to privacy and confidentiality of patient information and medical records, and shall use and disclose such information and/or records in accordance with applicable law.

18. The Contractor shall maintain, at its expense, such equipment and supplies as shall be reasonably necessary to provide the Required Services. The County will, in its absolute and sole discretion, provide the Contractor with equipment, such as ambulances, and supplies, subject to the availability of funds and the appropriation authority of the Board of Commissioners, which shall in no way be abridged by this Contract. The Contractor shall maintain, at its expense, any equipment furnished by the County unless the Director of the Department of Emergency Services determines, in his or her discretion, that the County should bear the cost of a given maintenance item or repair.



NORTH CAROLINA'S
SAMPSON COUNTY
ECONOMIC DEVELOPMENT COMMISSION

June 28, 2022

Mr. Ed Causey,

As of October 28, I will have served Sampson County for three (3) years. Sampson County has been really good to my family, and I am committed to Sampson County.

Upon accepting my position, I understood there would be a residency requirement. At that time, our family decided that in order to keep our children in their same schools until graduation, I would maintain a second residency in Sampson County, in which I have done through March of this year. However, after year one, I have essentially commuted to and from work to be present with the family in Wake Forest while the kids are still at home, an important time in preparation for their post-secondary education.

My commute has had no impact on the productive operations of the Economic Development office, but it is expensive. In order to lessen the financial burden of maintaining two residences, I am respectfully requesting a waiver of the residency requirement for my position.

Best,

Stephen Barrington

NORTH CAROLINA'S
SAMPSON COUNTY
 Department of Parks, Recreation, & Aging Services

MEMO

TO: Board of Commissioners
From: Dana Hall, Parks, Recreation, & Aging Director
Date: June 29, 2022
Subject: 2022-2023 Food Services Bid

Sampson County solicited bids for food services for the Sampson County Department of Aging's Nutrition Program on June 3, 2022. The announcement was published in the Sampson Independent June 4, 2022. The announcement was posted on the County's website and posted on the North Carolina Department of Administration, Historically Under-utilized Business website on June 3, 2022.

Bid information was mailed/mailed to a total of eighteen potential bidders, with a bid due date of June 16, 2022. Bids were received from two vendors, Gibbs Management and Diamond Food Enterprises as noted in the table below.

Received From	Unit Price		
	Congregate Cost per Meal 78 meals	Home Delivered Cost per Meal 143 meals	Low Sodium Snack Cost per Snack 16 snacks
Gibbs Management	\$5.68	\$5.68	\$.75
Diamond Food Enterprises	\$4.29	\$4.67	\$.45

Based on the bids received. Diamond Foods was determined to be the lowest responsive, responsible bidder. On June 22, 2022 Diamond Foods withdrew their bid.

Gibbs Management has since been determined to be the lowest responsive, responsible bidder. We respectfully request permission to enter into contract with Gibbs Management.

Food Services for the Elderly Nutrition Program

BID FORM

In compliance with the invitation to bid, and subject to all of the specifications, conditions, and attachments thereto, the undersigned offers and agrees, if this bid is accepted within ninety days from the date of opening, to furnish the items quoted herein below at the unit price set forth and to make delivery as specified during the contract period.

Congregate Meals Cost

78 meals X \$ <u>5.68</u> (unit price)	\$ <u>443.04</u>
78 meals X \$ <u>5.68</u> (tax)	\$ <u>31.01</u>
TOTAL	\$ <u>474.05</u>

Home Delivered Food Cost

143 meals X \$ <u>5.68</u> (unit price)	\$ <u>812.24</u>
143 meals X \$ <u>5.68</u> (tax)	\$ <u>56.86</u>
TOTAL	\$ <u>869.1</u>

Low Sodium Snack Cost


16 snacks X \$ <u>.75</u> (unit price)	\$ <u>12</u>
16 snacks X \$ <u>.75</u> (tax)	\$ <u>.84</u>
TOTAL	\$ <u>12.84</u>

Menus for the contract period shall be provided by the vendor awarded the contract upon execution of the contract. Menu shall be approved and signed by a Registered Dietitian/Licensed Nutritionist.

Name of Bidder Gibbs Management Services Inc.

Address OFFICE 429 Sandman Dr., Kure Beach 28449

Telephone 910-352-3581

Signature of Authorized Representative 

Title President

Date 6/11/22

Bidder Information

Agency Name: Gibbs Management Services Inc.

Physical Address: OFFICE 429 Sandman Dr., Kure Beach 28449

Mailing Address: P.O. Box 16284, Wilmington NC 28408

Tax ID #: 27-0381656

Information on individuals who will be responsible for the daily management of the contract with the Program.

Primary Contact:

Name: Ryan Gibbs

Title: President

Telephone: 910-352-3581

Alternate Contacts:

Name: Kristin Gibbs

Name: _____

Title: Secretary

Title: _____

Telephone: 919-219-1847

Telephone: _____

Type of business: (check one)

Public

Individual

Private, For Profit

Private, Non-Profit

Historically Underutilized Business: (check all that apply)

At least 51% of the Private For Profit business is owned by one or more persons who are citizens or lawful permanent residents of the United States who are of Asian American, American Indian, Black or Hispanic Origins or are Disabled, Disadvantaged or Female.

At least 51% of the Private for Profit business stock is owned by one or more persons who are citizens or lawful permanent residents of the United States who are of Asian American, American Indian, Black or Hispanic Origins or are Disabled, Disadvantaged or Female.

The Management and Daily Business operations are controlled by one or more owners of the business who are citizens or lawful permanent residents of the United States who are of Asian American, American Indian, Black or Hispanic Origins or are Disabled, Disadvantaged or Female.

Workers Compensation & Liability Coverage:

The Agency currently carries worker's compensation coverage to protect employees from job related injury and illness, and liability coverage to protect itself from loss due to negligent actions of employees and volunteers in providing the contracted services(s) resulting in injury or illness to the client.***

Yes No

***The successful contractor must provide the County with a copy of the policy or riders, which provides the above coverage for the contracted services(s). The effective policy date can be no later than the date that contractual services are to begin. Failure to provide this coverage prior to the beginning date of the contract will result in the dissolution of the offer to contract.

List your business's qualifications to perform the services requested for the Food Services for the Elderly Nutrition

Program. Include at least three references we may contact for further information.

New Hanover County Meals on Wheels: Jessanna Adams (Program Manager) Ph: 910-297-1540 Email: jeadams@nhcgov.com
PACE Elderhaus: Jenifer Doll (Dietician and Program Manager) Ph: 910-540-4748 Email: jenifer.doll@elderhaus.com
Onslow County Meals on Wheels: Mary Nolan (Program Manager) Ph: 910-989-3006 Email: mary_nolan@onslowcountync.gov

At what facilities and for what programs does your Agency currently provide food services? (Include name, address and telephone number)

New Hanover County Senior Resource Center 2222 S.College Rd., Wilmington NC 28403 910-798-6400 /Elderhaus Adult Day Cener 1950 Amphitheater Dr., Wilmington NC 28401 910-251-0660 /Elderhaus PACE 1380 N College Rd., Wilmington NC 28405

Onslow County Senior Services 4024 Richlands Hwy, Jacksonville NC 28540 910-455-2747

Describe the food carrier equipment and delivery vehicle(s) to be utilized in providing meals to each nutrition site.

Include a description of bulk container capacity to maintain food at proper temperatures and under sanitary conditions.

Food Prepared will be at made and delivered to meet NC State Health Code Required Temperatures. All food will typcially be trasported by a Hot Shot Delivery Truck which has temperature controlled hot and cold compartments. Otherwise Food will be transported in Insulated Cambros and Insulated Coolers. When vehicles arrive to sites food will be moved to heated hot cabinet and refrigeration.

Describe the type of hot cabinets/warming ovens to be provided at each nutrition site to maintain temperatures of

hot foods after delivery. Sites will be provided a half size heated cabinet that use typical 120v electical plug-in requirements that heat hold food to temperatures as high as 185 degrees. Each cabinet will be used daily to hold food hot before serving.

Describe the route to be utilized in making food deliveries to each nutrition site from your facility's kitchen.

Typical route from Wilmington Facility: 1. Harrells 2. Garland 3. Clinton 4. Adult Day Health 5. Roseboro 6. Mingo 7. Westbrook 8. Turkey

Any days with any particular nutrition facility closed the order of the routes will be executed in same consecutive order as the numbers are listed above. For frozen days with 100 + frozen meal clients will be split in to two routes in which one delivery will go straight to Clinton and other route will follow order.

Please provide any other information that you feel is pertinent to this bid.

This is a very difficult contract to execute if you are coming from any where other then the coast and this is a very difficult contract if the contractor does not already have equipment, staff, and vehicles in place. From my experience the time restrictons set forth by the RFP make this extremely hard to execute consistently on a day to day basis. If not scaled correctly it will also be hard for any other contractor to match the quality and price that will be proposed.

The above information is accurate and complete to the best of my knowledge.

All Information provided is described and portrayed to best of my knowledge.

Signature: 

Date: 6/11/22

Uniform Guidance Required Contract Provisions

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Davis-Bacon Act. As amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer

or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

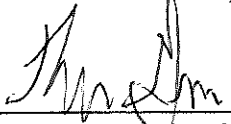
Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Procurement of Recovered Materials (45 CFR § 75.331)—A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of

competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

The Contractor hereby agrees that it will comply with the above referenced Contract Provision.

 President

Signature and Title of Authorized Representative

6/11/22

Date

State of North Carolina

E-VERIFY AFFIDAVIT

County of Sampson

I, Bryan Gibbs (the individual attesting below), being duly authorized by and on behalf of Fiber Management Services (Employer) after first being duly sworn hereby swears or affirms as follows:

- 1. Employer understand that E-Verify is the Federal E-Verify program operated by the United States Department of Homeland Security and other Federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to Federal law in accordance with NCGS §64-25(5).
- 2. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in the State.

Check one

Yes

No

- 3. Employer understand that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a).
- 4. Employer's subcontractors comply with E-Verify pursuant to federal law, and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This the 13th day of June, 2022.

[Signature]

Bryan Gibbs

Signature of Affiant

Print or Type Name

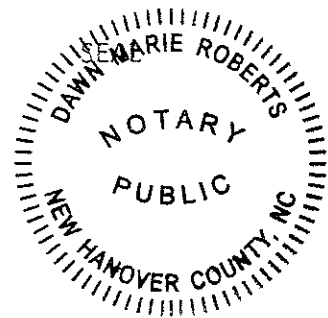
State of North Carolina County of New Hanover

Signed and sworn to (or affirmed) before me, this the 13 day of June, 2022.

My Commission expires: 12-12-2023

[Signature]

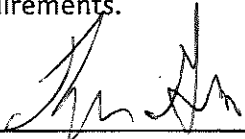
Notary's Signature



Civil Rights Requirements – A. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq. (“Title VI”)

Title VI prohibits discrimination on the basis of race, color, or national origin in any program or activity that receives Federal funds or other Federal financial assistance. Programs that receive Federal funds cannot distinguish among individuals on the basis of race, color or national origin, either directly or indirectly, in the types, quantity, quality or timeliness of program services, aids or benefits that they provide or the manner in which they provide them. This prohibition applies to intentional discrimination as well as to procedures, criteria or methods of administration that appear neutral but have a discriminatory effect on individuals because of their race, color, or national origin. Policies and practices that have such an effect must be eliminated unless a recipient can show that they were necessary to achieve a legitimate nondiscriminatory objective. Even if there is such a reason the practice cannot continue if there are alternatives that would achieve the same objectives but that would exclude fewer minorities. Persons with limited English proficiency must be afforded a meaningful opportunity to participate in programs that receive Federal funds. Policies and practices may not deny or have the effect of denying persons with limited English proficiency equal access to Federally funded programs for which such persons qualify.

The Contractor hereby agrees that it will comply with the above referenced Civil Rights Requirements.



Signature and Title of Authorized Representative

President

6/11/22

Date


Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990

The undersigned (hereafter, "we") agree to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and with the Americans with disabilities Act of 1990.

Though we will not make a survey of identifiable barriers to the handicapped in the programs listed below, we do promise to follow a policy of "nondiscrimination against the handicapped" in providing or contracting for these services. If we find that present services or facilities provided by this agency or of those with whom we contract do discriminate against the handicapped, we promise, (1) first, to try to remedy the situation; (2) second, to contract with another provider that does not discriminate; or (3) third, if an alternative is not available or feasible, to find a comparable service for the handicapped person. If the last course (3) is chosen, we shall take steps to ensure that no additional costs are incurred by the handicapped person and that the service is both equally effective, affords equal opportunity and does not segregate the handicapped such that they are in a more restrictive setting than non-handicapped receiving the same service.

The purpose of this agreement is to ensure that all services and facilities obtained from contract made through local services agencies are readily accessible to and usable by the handicapped persons.

The Contractor hereby agrees that it will comply with the above referenced Assurance of Compliance with Section 504 & the Americans with Disabilities Act of 1990.

 President

Signature and Title of Authorized Representative

6/11/22

Date

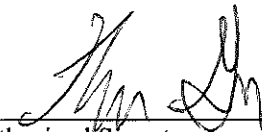
EQUAL OPPORTUNITY EMPLOYMENT STATEMENT

Name of Contracting Agency Gibbs Management Services Inc.

In carrying out the work of this proposal, the contracting agency will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contracting agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action will include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship. The contracting agency agrees to post in conspicuous places, available to all employees and applicants for employment, notice to be provided by the government setting forth the provisions of this nondiscrimination clause.

The contracting agency will, in all solicitations or advertisements for employment placed by or on behalf of the contracting agency, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin. The contracting agency will incorporate the foregoing requirements of this paragraph in all subcontracts for services, should this vendor be awarded the contract.

6/11/22
Date


Authorized Signature

AFFIRMATIVE ACTION PLAN, TITLE III

(In response to Title III Regulations, A0A-PI-75-11, and OFA's Guidance)

Name of Contracting Agency: Gibbs Management Services Inc.

FY 2022

FY 2023 (Proposed) No Hiring Growth Forecasted

Positions filled by Minorities <u>4 (50%)</u>	Positions filled by Minorities <u>4 (50%)</u>
Positions filled by 60+ persons <u>1 (12.5%)</u>	Positions filled by 60+ persons <u>1 (12.5%)</u>
Positions filled by Women <u>2 (25%)</u>	Positions filled by Women <u>2 (25%)</u>

This must be completed for the current year and the proposed contracting period.

Does the contracting agency have an Affirmative Action Plan? Yes No

The contracting agency will send a copy of the Affirmative Action Plan to the County.
Yes No Not Applicable

* If required but determination will be based upon interpretation of Executive Order 11246, Section 503 Rehabilitation Act of 1973, or Readjustments Assistance Act. We employ less than 10 staff at this point in time.

MENU CHANGE FORM

Name of Agency Sampson County

DATE 7/1/2022

TYPE OF MEALS

Congregate YES

Home Delivered Meals YES

Menu Substitutions:

Name of Menu Item(s)

Changed to

Club Chicken Salad

Tossed Salad

Tropical Fruit

POTATO SALAD

Cracker Saltine

Milk

Name of Menu Item(s)

Approved on Menu

Club Chicken Salad

Tossed Salad

Tropical Fruit

PASTA SALAD

Saltine

Milk

Reason(s) for change in the menu:

Did not prepare enough pasta salad. Had to substitute closest salad item that could substitute for a starch.

Responsible person in charge: Ryan Gibbs Date: 7/1/2022

Signature of Certified Dietician: _____ Date: _____

Proposed Scale Pricing

The RFP proposes a different meal count average that is currently in place. I don't know if there is a plan to grow the current client list but the actual trend over the past few months has been going down and typically from experience most programs that are consolidating continue to do so because of budget restraints or because of decrease in overall population. I have proposed a scaled pricing according to most recent 3 months averages and have a proposed pricing scaled to the meal count provided in the RFP. I will scale the difference between the differences in pricing to show total price billed upon end of billing cycle average meal count per day.

Current Average 156 = \$5.7 Per Meal

RFP Average 221 = \$5.15 Per Meal

155 – 165 = \$5.7

166 – 175 = \$5.61

176 – 185 = \$5.52

186 – 195 = \$5.43

196 – 205 = \$5.34

206 – 215 = \$5.25

216 – 225 = \$5.15

FOOD SERVICES FOR THE ELDERLY NUTRITION PROGRAM

This Contract is made and entered into this the 1st day of July, 2022, by and between Sampson County, a body corporate and politic and political subdivision of the State of North Carolina (hereafter referred to as the "County"), and Gibbs Management Services a corporation duly authorized to do business in the State of North Carolina, (hereafter referred to as the "Contractor").

For and in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledge, the parties hereto do mutually agree as follows:

- 1. Scope of Services.** Contractor hereby agrees to provide the services and/or materials under this Contract pursuant to the provisions and specifications identified in "Attachment 1" to this Contract as well as the "Bid Documents" (which include the Invitation to Bid, Advertisement for Bids, Food Service Contract Specifications and Conditions, Scope of Services, Special Conditions – Time Schedule for Deliveries, Holiday Schedule, Meal Pattern, Food Procurement and Preparation Standards, Menu, Nutrition Service Standards, Bid Form, Bidder Information, Contract Provisions, E-Verify Affidavit, Assurance of Compliance, and Equal Employment Opportunity Statement) (hereafter collectively referred to as the "Services"). Attachment 1 and the Bid Documents, as further defined above, are hereby incorporated herein by reference and made a part of this Contract. To the extent that there is any conflict between the provisions of this Contract and the provisions of the Bid Documents, the provisions of this Contract shall prevail. Time is of the essence with respect to all provisions of this Contract that specify a time for performance.
- 2. Term.** The term of this Contract is from July 1, 2022 to June 30, 2023, unless sooner terminated as provided herein. This Contract can be extended by the County for two (2) additional one (1) year periods.
- 3. Termination for Cause.** Either party may terminate this Contract for material breach by the other Party of any of the terms or provisions of this Contract by providing the breaching party at least ten (10) days written notice in the manner provided by Paragraph 11 below, specifying the nature of the material breach. During this ten (10) day notice period, the breaching Party may cure the breach to the reasonable satisfaction of the non-breaching party. Notwithstanding the foregoing notice and cure requirement, if the basis of termination by the County is the Contractor's failure to deliver meals for a meal session or food poisoning attributable to the negligence of the Contractor (as determined by Public Health Officials), the County may terminate this Contract for cause immediately. Termination of the Contract for cause shall not form the basis of a claim for loss of anticipated profits or other consequential damages by the Contractor.
- 4. Termination for Convenience.** This Contract may be terminated by the County for convenience at any time by giving thirty (30) days written notice in the manner provided by Paragraph 11 below. The Contract may be terminated by the Contractor for convenience at any time by

giving 180 days written notice in the manner provided by Paragraph 11 below. Termination of the Contract for convenience shall not form the basis of a claim for loss of anticipated profits or other consequential damages by the Contractor.

- 5. Annual Appropriations and Availability of Funds.** This Contract is subject to receipt of grant funding by the County as well as the annual appropriation of funds by the Sampson County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event that grant funding is not received and/or funds are not appropriated for this Contract, the County shall be entitled to terminate this Contract, without penalty or liability, except the payment of all fees due hereunder up to and through the last date of service, upon ten (10) days written notice in the manner provided by Paragraph 11 below.
- 6. Payment to Contractor.** Contractor shall receive from County payment for the cost per meal as follows: Congregate meals: \$5.68 plus applicable sales tax; Home Delivered meals: \$5.68 plus applicable sales tax; ADHC snacks: \$0.75 plus applicable sales tax. County agrees to pay Contractor at the rates specified for Services performed to the satisfaction of the County, in accordance with this Contract, and Attachment 1. Unless otherwise specified, Contractor shall submit an itemized invoice to County by the 6th day of each month during which services are performed. Payment will be processed promptly upon receipt and approval of the invoice by County on or before the 20th day of the month. In no event shall the payments made to Contractor pursuant to this Contract exceed \$325,000 during any one (1) year term hereof.
- 7. Licensure, Certification, and Registration of Personnel.** All personnel provided or made available by the Contractor to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable North Carolina law.
- 8. Confidentiality and Security.** Any client information received in connection with the performance of any service under this Contract shall be kept strictly confidential. The Contractor acknowledges that in receiving, storing, processing, or otherwise handling any client information, the Contractor will safeguard and not further disclose client information except as permitted pursuant to this Contract and/or applicable law.
- 9. Governing Law.** This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to the Contract shall be brought in the General Court of Justice in the County of Sampson, State of North Carolina.
- 10. Good Standing With County.** The Contractor certifies that it is not delinquent on any taxes, fees, or other debt owned by the Contractor to the County. The Contractor covenants and agrees to remain current on any taxes, fees, or other debt owed by the Contractor to the County during the Term of this Contract.
- 11. Notices.** All notices which may be required by this Contract or applicable law shall be effective when received by certified mail sent to the following addresses:

Sampson County
Attn: David K. Clack, Finance Director
406 County Complex Rd. Suite 120
Clinton, NC 28328

Contractor
Name
Address
City, State, Zip

- 12. Audit Rights and Monitoring.** For all services being provided hereunder, County shall have the right to inspect, examine and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, Contractor must make the materials to be audited available within one (1) week of the request for them. The services provided pursuant to this Contract will be monitored to assure that services are being provided in accordance the Division of Aging and Adult Services monitoring Policies and Procedures.
- 13. Records Retention and Disposition.** All records, reports and documentation shall be kept on file for five (5) years after the last date covered by the contract. The Contractor shall also maintain compliance with the US HHS and NC DHHS record retention and disposition schedule and any agency-specific program schedules to the extent that those schedules exceed the five (5) year requirement stated hereinabove.
- 14. Equal Employment Opportunity and Americans With Disabilities Act Compliance.** The Contractor shall comply with all federal and state laws relating to equal employment opportunity and accommodation for disabilities.
- 15. Required Federal Contract Clauses.** To the extent applicable, the following required federal contract clauses shall apply to this Contract:
- a. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
 - b. Davis-Bacon Act. As amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a

copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- c. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- d. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- e. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- f. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in

the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- g. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
 - h. Procurement of Recovered Materials (45 CFR § 75.331)—A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 16. Independent Contractor.** The County and Contractor agree that the Contractor is an independent contractor and will not represent itself as an agent or employee of the County for any purpose in the performance of the Contractor's duties under this Contract. Accordingly, the Contractor will be responsible for payment of all federal, state and local taxes as well as business license fees arising out of the Contractor's activities in accordance with this Contract. For purposes of this Contract, taxes will include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.
- 17. County Not Responsible for Expenses.** County shall not be liable to Contractor for any expenses paid or incurred by Contractor, unless otherwise agreed in writing.
- 18. Equipment.** Contractor shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.
- 19. Insurance and Indemnity.** To the fullest extent permitted by laws and regulations, Contractor shall indemnify and hold harmless the County and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but

not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from the Contractor's performance of this Contract or the actions of the Contractor or its officials, employees, or subcontractors under this Contract or under contracts entered into by the Contractor in connection with this Contract. This indemnification shall survive the termination of this Contract. In addition, the Contractor shall maintain, at its expense, the following minimum insurance coverage:

- a. Commercial general liability insurance with limits of liability not less than \$2,000,000.00 per occurrence, \$3,000,000.00 aggregate combined single limit for bodily injury and property damage.
- b. Automobile liability insurance for all owned, non-owned, and hired vehicles with limits of liability not less than \$1,000,000.00 combined single limit for bodily injury and property damage.
- c. Workers' compensation in the statutory amounts (including a waiver of subrogation endorsement in favor of the County) and employer's liability insurance in an amount not less than \$1,000,000.00.

The Contractor, upon execution of this Contract, shall furnish to the County a Certificate of Insurance reflecting minimum limits stated above. The Certificate shall provide for thirty (30) days advance written notice in the event of a decrease, termination or cancellation of coverage. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interrupted as limiting the Contractor's liability and obligations under the Contract.

20. Compliance with Laws and Regulations. The Contractor represents that it is in compliance with all applicable federal, state, and local laws, regulations, and orders. The provision of services by Contractor pursuant to this Contract shall be carried out in strict compliance with all applicable federal, state, and local laws, regulations, and orders, including, but not limited to, the Older Americans Act of 1965, as amended (Title 42, United States Code, Chapter 35, sec. 3001, *et seq.*), Title 45, Code of Federal Regulations, Part 1321, N.C. Gen. Stat. § 143B-181.1, and N.C. Administrative Code, Title 10A, Chapter 5 and Chapter 6.

21. Health and Safety. The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA, the NC Department of Labor, Occupational Safety and Health Division, and all other regulatory agencies while providing Services under this Contract.

22. E-Verify. Pursuant to North Carolina General Statute § 143-133.3, the County may not enter into a contract unless the Contractor, and the subcontractors under the contract, comply with the

requirements of Article 2 of Chapter 64 of the General Statutes. The Contractor represents and warrants that it is in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, the Contractor warrants that any subcontractors used by the Contractor will be in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes.

- 23. Entire Contract.** This Contract, including Attachment 1 and the Bid Documents, as defined above, shall constitute the entire understanding between the County and the Contractor and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.
- 24. Headings.** The subject headings of the sections are included for purpose of convenience only and shall not affect the construction or interpretation of any of its provisions. The Contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.
- 25. Existence.** The Contractor warrants that it is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and condition of this contract.
- 26. Authority.** By execution hereof, the person signing for Contractor below certifies that he/she has read this Contract and that he/she is duly authorized to execute this Contract on behalf of the Contractor.
- 27. Successors and Assigns.** The Contractor will not assign its interest in this Contract without the written consent of the County. The Contractor has no authority to enter into contracts on behalf of the County.
- 28. Prohibition Against Use of Funds to Influence Legislation.** No part of any funds under this Contract shall be used to pay the salary or expenses of any employee or agent to engage in any activity designed to influence legislation or appropriations pending before Congress.

In testimony whereof, the parties have expressed their agreement to these terms by causing this Contract to be executed by their duly authorized officer or agent.

Reviewed by Department Head

Contractor: _____

By: _____

Printed Name: _____

Title: _____

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

David K. Clack, Finance Director

Sampson County

By: _____

Printed Name: Sue Lee

Chairperson

Sampson County Board of Commissioners

Attachment 1

Site/Address	Average # of Congregate Meals	Average # of Home Delivered Meals	Average # of CAP Home Delivered Meals	Days of Operation
Clinton 501 Byron Butler Ct. Clinton, NC 28328	12	75 61 – Hot 24 - Frozen	3 0 – Hot 3 – Frozen	Monday-Friday
Garland 91 N. Church Ave. Garland, NC 28441	10	15 13 – Hot 5 – Frozen	1 0 – Hot 1 – Frozen	Monday- Thursday
Harrells 183 Bland School Rd Harrells, NC 28444	10	5 0 – Hot 2 – Frozen	0 0 – Hot 0 – Frozen	Monday- Thursday
Mingo 1358 Mingo Church Rd Dunn, NC 28334	8	5 0 – Hot 6 – Frozen	0 0 – Hot 0 – Frozen	Monday, Wednesday, Friday
Roseboro 206 NE Railroad St. Roseboro, NC 28382	10	25 8 – Hot 11 - Frozen	3 0 – Hot 3 – Frozen	Monday-Friday
Turkey 30 Market St. Turkey, NC 28393	10	5 6 – Hot 4 - Frozen	1 0 – Hot 1 – Frozen	Monday-Friday
Westbrook 4431 Newton Grove Hwy. Newton Grove, NC 28366	10	5 0 – Hot 1 – Frozen	0 0 – Hot 0 – Frozen	Monday, Wednesday, Friday
Adult Day Health Care Center 211 Fisher Dr. Clinton, NC 28328	8	0	0	Monday-Friday

ADHC gets two snacks per person each day.

1. The Contractor will deliver the prepared food, both in bulk and pre-packaged, as required to the designated sites at the times listed above. The County's Senior Services agency will provide volunteers to deliver the pre-packaged homebound meals to the citizen's homes. At no time, will the contractor be required to deliver meals to a citizen's home. The Contractor will only be required to deliver food to the eight (8) sites listed above unless a site location changes or is added. The Contractor understands and acknowledges that the average number of meals listed above is an estimate only and in no way guarantees a minimum number of meals to be purchased by the County.
2. The Contractor shall follow the menu plans as provided in the Bid Documents. As specified under the Older American Act regulations, portion sizes must comply with the portion sizes listed on the menus in the Bid Documents. Any failure in this area may be considered breach of contract and may lead to termination of the contract. Menu items are subject to periodic revision by the Area Agency on Aging and the NC Division of Aging. Contractors will be expected to comply with such revisions.
3. Contractor shall have the capability to be able to have an emergency menu substitution with one (1) day notice.
4. The County shall have the right to access all food services facilities to inspect the operation thereof and the work of the Contractor with respect to quality and quantity of food service, preparation and serving methods and procedures, sanitary and safety standards, cleanliness, general housekeeping, and up-keep of premises during normal working hours.
5. Meals shall be prepared Monday through Friday, except for the approved county holiday schedule, closures due to inclement weather conditions, or any other cause, not within the exercise of reasonable diligence. Holiday schedules may change from year to year; therefore, the County will notify the Contractor at the beginning of each fiscal year of the specific dates holidays will be observed.
6. Contractor shall comply with all federal, state and local laws and regulations governing the preparation, handling and transportation of food under this contract. In addition, the awarded contractor shall procure and keep in effect all necessary licenses, permits, and food handler cards as required by law. Grade A rated must be maintained as required by the North Carolina Department of Health and Human Services.
7. If the sanitation grade of a provider or subcontractor falls below an "A" or 90%, the Area Agency on Aging (AAA) and the County must be notified immediately and receive a copy of the environmental health inspection report. Corrective action must be undertaken of a request for re-inspection for purposes of raising the grade. Request must be made within seven (7) days of the lower grade. The MA and the County must receive a copy of the re-inspection report issued by the Environmental Health Specialist. The nutrition program may continue to operate at the AAA's discretion while efforts are made to resolve deficiencies, so long as the Health Department does not withdraw its permit to operate. Food preparation contractors and County shall follow the "Rules Governing the Sanitation of Restaurants and other Food Handling Establishments" (ISA NCAC 18A.2600) to maintain a Grade A sanitation rating.

8. Food must be freshly prepared daily. Reheated meals from previous meals are not acceptable. There are not specific diets required; however, all food shall be prepared with the health of the elder adult in mind. Food shall be low salt, low fat, with low sodium content, minimal seasons, easy to cut and chew, and moist but not greasy. All food shall be prepared in accordance with the NC Division of Aging, Nutrition Services, Food Preparation and Safety Requirements guidelines.
9. Contractor shall follow the Senior Services menus which are approved by a Registered Dietician. Menu items are subject to periodic revision by the County agency and the NC Division of Aging; therefore, Contractor shall have the capability to be able to have an emergency menu substitution with one (1) day notice. In accordance with the Older American Act regulations, portion sizes listed on the attached menus. All food items served shall comply with the nutritional specifications and serving sizes as outlined in the "North Carolina Division of Aging, Nutrition Services, Nutrition Program Menus", latest edition. In addition, food contract operations shall be in accordance with North Carolina standards for sanitation of restaurants and other food handling establishments as defined in N.C.G.S 130A.
10. Only one (1) substitute a month shall be allowed. Substitutions must be in the same food category and shall be approved by the Senior Site Supervisor or an authorized designee. Any failure with the menu plans or menu substitutions will be considered a breach of contract and may lead to termination of contract.
11. The County is requiring that the holding time between the completion of cooking at the kitchen and the delivery of the food to the nutrition site shall not exceed three (3) hours. The caterer shall be responsible for delivering and maintaining hot foods at 135 degrees F (or above) and cold foods at 45 degrees or below. The meals shall be delivered in food transporters/carriers provided by the Contractor. The sanitation of food carriers and all utensils including serving utensils shall comply with the same regulations, handling and transporting of food.
12. Food shall be packaged so there is minimum spillage in the hot and cold food carriers. The transporters must be heated electronically or properly insulated to maintain a required servicing temperature of 135 degrees Fahrenheit (minimum) for hot foods and 45 degrees Fahrenheit for cold foods. Contractor should specify method of delivery. Meals will be delivered to site. Each container shall be labeled identifying what food items it contains. Containers shall be cleaned daily.

13. Upon delivery of meals to the designated nutrition sites, a meal delivery form provided by the County is to be signed by the Contractor and Site Manager. This form (meal delivery ticket) must include the following:
 - Date
 - Name of Site
 - End of Production times (time meals were cooked) and temperatures
 - Number of meals delivered
 - Specific food delivered
 - Signature of food Production manager
 - Blanks for arrival time, temperatures of meals and signature of site manager
 - Blanks for serving time, temperatures of meals and signature of site manager
 - Blank for menu substitutions
 - Place for comments

14. The County reserves the right to inspect all materials furnished for the conformity with the information package and all other Federal, State and local regulations governing the sanitation of restaurants and other food handling establishments. The right is reserved to reject and return, at vendor's expense, any unacceptable materials.

15. Contractor shall provide training on food safety, food services and packaging of food to their staff.

16. The awarded contractor will be required to provide a cell phone with a local phone number to each of its drivers that will be delivering the meals to the sites. Each site manager will need to know the driver's name and cell phone number to ensure that each site manager will be able to make direct contact with the delivery driver, if needed.

17. The program is currently reimbursed under the Older American Nutrition Project administered by the USDA at the rate of .60 cents. If meals fail to meet minimum standards, the project will not be reimbursed. To the extent the minimum standards are not met through any actions or inactions of the Contractor and the project is not reimbursed, Contractor agrees to reimburse the project at the rate of .60 cents per meal or such other rate as may be established by the USDA. The County shall not be obligated to pay for any meal if proper notice has been given to the Contractor.

18. The use of USDA cash resources at the level determined by the North Carolina Division of Aging must be assured by Contractor. Contractor must ensure that a least .60 cents of the food used in each meal is grown in the continental United States. The Contractor shall keep accurate records of all United States grown food used in preparing the meals. Detailed records must be maintained on USDA commodities as resources by the contractor. These records must also provide documentation to the County that the cost per meal includes raw food purchases of U.S. Grown or produced food equivalent to the current USDA rate. Pick up of commodities from distribution sites shall be the responsibility of the contractor, with copies of all documentation forwarded to the project manager, if the County participates in the commodity foods program.

19. The County will provide the tables and tablecloths for each site and will provide the garbage cans/bags and disposal of garbage; however, the Contractor shall supply at its own cost, all other supplies and equipment for use under this contract. In addition, Contractor will provide all necessary paper products and serving utensils. Sufficient quantities of supplies and prepackaged serving utensils shall be provided to each site for the pre-packaged home delivery meals. Items must be of suitable quality to prevent melting, bending or splintering and must be impermeable to liquid in normal use.
20. In the event the Contractor is unable to provide a meal or meals, food, or other items necessary to the operation of Elderly Nutrition Program, meals will be purchased and charged to the Contractor. The County shall not be obligated to pay for incomplete meals or meals that do not meet 1/3 Recommended Dietary Allowance. County shall submit claim for reimbursement to include sales tax for such meals and expenses. If Contractor is short on the number of meals delivered to a site or sites, documentation shall be made on the deliver receipt and the cost shall be deducted from the Contractor's invoice.
21. Contractor shall submit monthly invoices to the Sampson County Department of Aging at 405 County Complex Road, Suite 140, Clinton, NC 28328. Invoices should reflect the daily number of meals delivered, total number of meals delivered, unit cost, taxes, date delivered and site delivered to. Tax shall be excluded from the unit cost and listed separately on the invoice as a subtotal.
22. Contractor shall monitor books and records for accountability and audit purpose for a period of not less than five (5) years from the date of the expiration of this contract and any extension that may be executed or longer, if required by applicable US HHS and/or NC DHHS regulations.

NORTH CAROLINA'S
SAMPSON COUNTY
Department of Parks, Recreation, & Aging Services

MEMO

TO: Board of Commissioners
From: Dana Hall, Parks, Recreation, & Aging Director
Date: June 29, 2022
Subject: ARPA – Supplemental Nutrition Funding

Sampson County Department of Aging has been awarded \$53,260 in funding through the American Rescue Plan Act, Title III-C2 Home Delivered Meals.

This project period is January 1, 2022 through September 30, 2024. There is no county match required.

We would like to use this funding to supplement our home delivered meals program. These funds would be used to pay part time staff to deliver meals in rural areas and offset the expenses of fuel and routine maintenance of County vehicles used to deliver these meals.

The attached agreement and funding plan will require approval from the Board of Commissioners and signature from the Chairmen.

Thank You,

Dana Hall

Attachments: ARPA Agreement

APRA 732

ARPA 732-A

ARPA 732-A-1 Labor Distribution

North Carolina Division of Aging and Adult Services
 DAAS-732-A-COVID (2022)

Provider: Sampson County Department of Aging
 County: Sampson

Project Start Date: January 1, 2022
 Project End Date: September 30, 2024

Revision #: Date: June 29, 2022

COVID-19 EMERGENCY RESPONSE:
 American Rescue Plan Act (ARPA)

Service Cost Computation Worksheet
 DAAS-732-A-COVID (2022)

	Grand		Service	Service	Service	Service	Service	Service	Service	Service
	Total		906							
I. Projected Revenues										
COVID-19 DISASTER GRANT FUNDING from DAAS and AAA										
ARPA Funding	\$ 53,260		\$ 53,260							
	\$ -									
A. Subtotal COVID-19Disaster Grant Funding	\$ 53,260		\$ 53,260	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B. Total Required Minimum Match NOT Required	0		0	0	0	0	0	0	0	0
C. Subtotal, American Rescue Plan Act (ARPA)	\$ 53,260		\$ 53,260	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D. NSIP NOT allowed	0		0	0	0	0	0	0	0	0
E. OAA Title V Worker Wages, Fringe Benefits and Costs	\$ -									
Local Cash, Non-Match										
1)	\$ -									
2)	\$ -									
3)	\$ -									
4)	\$ -									
F. Subtotal, Local Cash, Non-Match	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Revenues, Non-Match										
1)	\$ -									
2)	\$ -									
3)	\$ -									
G. Subtotal, Other Revenues, Non-Match	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local In-Kind Resources (Includes Volunteer Resources)										
1)	\$ -									
2)	\$ -									
3)	\$ -									
H. Subtotal, Local In-kind Resources, Non-Match	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
I. Consumer Contributions	\$ -									
J. Total Projected Revenues (Sum of C, D, E, F, G, H, & I)	\$ 53,260		\$ 53,260	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

SERVICE COST COMPUTATION

	Grand	Admin.	Service	Service	Service	Service	Service	Service	Service	Service
	Total	Cost	906							
II. Line Item Expense										
Staff Salary From Labor Distribution Schedule										
1) Full-time Staff	\$ -									
2) Part-time staff (do not include Title V workers)	\$ 23,412		\$ 23,412							
A. Subtotal, Staff Salary	\$ 23,412	\$ -	\$ 23,412	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fringe Benefits										
1) FICA @ %	\$ -									
2) Health Ins. @	\$ -									
3) Retirement @	\$ -									
4) Unemployment Insurance	\$ -									
5) Worker's Compensation	\$ -									
6) Other	\$ -									
B. Subtotal, Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local In-Kind Resources, Non-Match										
1)	\$ -									
2)	\$ -									
3)	\$ -									
C. Subtotal, Local In-Kind Resources Non-Match	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D. OAA Title V Worker Wages, Fringe Benefits and Costs	\$ -									
Travel										
1) Per Diem	\$ -									
2) Mileage Reimbursement	\$ -									
3) Other Travel Cost:	\$ -									
E. Subtotal, Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Operating Expenses										
1) Gas/Tire/Oil	\$ 21,848		\$ 21,848							
2) Supplies	\$ 5,000		\$ 5,000							
3) Equipment	\$ 3,000		\$ 3,000							
4)	\$ -									
5)	\$ -									
6)	\$ -									
7)	\$ -									
8)	\$ -									
F. Subtotal, General Operating Expenses	\$ 29,848	\$ -	\$ 29,848	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
G. Subtotal, Other Administrative Cost Not Allocated in Lines II.A through F										
H. Total Proj. Expenses Prior to Admin. Distribution	\$ 53,260	\$ -	\$ 53,260	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
I. Distribution of Administrative Cost		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
J. Total Proj. Expenses After Admin. Distribution	\$ 53,260		\$ 53,260	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

SERVICE COST COMPUTATION

	Grand		Service	Service	Service	Service	Service	Service	Service	Service
	Total		906							
III. Computation of Rates										
A. Computation of Unit Cost Rate:										
1. Total Expenses (equals line II.J)	\$ 53,260		\$ 53,260	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Total Projected Units										
3. Total Unit Cost Rate										
B. Computation of Reimbursement Rate:										
1. Total Revenues (equals line I.J)	\$ 53,260		\$ 53,260	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Less: NSIP -- N.A. (not allowed--see Line I.D)	0		0	0	0	0	0	0	0	0
Title V (equals line I.E less II.D)	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non Match In-Kind (equals line I.H less II.C)	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Revenues Subject to Unit Reimbursement	\$ 53,260		\$ 53,260	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Total Projected Units (equals line III.A.2)			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Total Reimbursement Rate			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C. Units Reimbursed through ARPA Funding			0	0	0	0	0	0	0	0
D. Units Reimbursed through Consumer Contributions*			0	0	0	0	0	0	0	0
E. Units Reimbursed through Remaining Revenues			0	0	0	0	0	0	0	0
F. Total Units Reimbursed/Total Projected Units			0	0	0	0	0	0	0	0

* ARMS deducts reported consumer contributions from reimbursmet paid to providers. Line III-D indicates the number of units allowed that will have to be produced in addition to those stated on line III.C in order to earn the net revenues stated on line I.C.

Information on this form (DAAS-732-A COVID) corresponds with information stated on the Provider Services Summary (DAAS-732 COVID) as follows:

	DAAS-732-A COVID	DAAS-732 COVID
COVID-19 Disaster Grant Funding	Line I.A	Col. A
Local Match (NOT REQUIRED for ARPA grants)	Line I.B	Col. B
ARPA Net Service Cost	Line I.C	Col. C
NSIP (NOT ALLOWED for ARPA services)	Line I.D	Col. D
Total Funding	Line I.C	Col. E
Projected ARPA Reimbursed Units	Line III.C	Col. F
Total Reimbursement Rate	Line III.B.5	Col. G
Projected Total Service Units	Line III.F	Col. I

October 1, 2021 through September 30, 2024

**American Rescue Plan Act (ARPA)
Agreement for the Provision of County-Based Aging Services**

This Agreement, entered into as of this 1st day of January 2022, by and between Sampson County Department of Aging (hereinafter referred to as the "Provider") and the Mid-Carolina Area Agency on Aging, (hereinafter referred to as the "Area Agency").

Witnesseth That:

WHEREAS, Congress has provided additional COVID-19 response funding to support older adults during the COVID-19 pandemic through emergency funding for supportive services and caregiver support as well as senior nutrition programs in the American Rescue Plan Act (ARPA), and

WHEREAS, funding expended from the American Rescue Plan Act (ARPA) must be used to respond to the coronavirus emergency by providing Older Americans Act services related to the response, and

WHEREAS, funds must be expended on allowable Older Americans Act activities as defined by the Older Americans Act and state and local policy, and

WHEREAS, the Area Agency and the Provider agree to the terms and conditions for provision of aging services in connection with activities financed in part by the American Rescue Plan Act (ARPA) and authorized under Titles III and VII of the Older Americans Act, provided to the Area Agency from the United States Department of Health and Human Services through the North Carolina Division of Aging and Adult Services (DAAS), as set forth in a) this document, b) related administrative letters on the federal disaster grants issued by the Division of Aging and Adult Services to convey the flexibilities, requirements for allowable expenditures and documentation of service delivery, and other applicable flexibilities and waivers permitted under the ARPA and Major Disaster Declaration, c) the Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, d) the Division of Aging and Adult Services Service Standards and, e) the Division of Aging and Adult Services Community Service Providers Monitoring Guidelines.

WHEREAS, based on the Intrastate Funding Formula and local processes, the Services Provider has been awarded funds stated below:

<u>Service</u>	<u>Amount</u>
Title III-C2 Home Delivered Meals	\$53,260

NOW THEREFORE, in consideration of these premises, and mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. The Community Service Provider, shall be the same as those specified on the Provider Services Summary format(s) (DAAS-732-COVID) for the period stated above as deemed necessary for a prompt and efficient response under the Major Disaster Declaration.
2. Availability of Funds. The terms set forth in this Agreement for payment are contingent upon the receipt of the American Rescue Plan Act (ARPA) funding by the Area Agency.
3. Grant Administration. The grant administrator for the Area Agency shall be Tracy Honeycutt, Aging Director. The grant administrator for the Provider shall be Dana Hall, Parks, Recreation and Aging Services Director.

It is understood and agreed that the grant administrator for the Provider shall represent the Provider in the performance of this Agreement. The Provider shall notify the Area Agency in writing if the administrator changes during the grant period. Specific responsibilities of the grant administrator for the Provider are provided in paragraph eight (8) of this Agreement.

4. Services authorized under this agreement or those identified as necessary to provide timely and necessary response to the COVID-19 pandemic, provided they are among those services allowable under Title III-C, of the Older Americans Act, as specified on the Provider Services Summary format(s) (DAAS-732-COVID) are to commence no later than October 1, 2021 and September 30, 2024 and shall be undertaken and pursued in such sequence as to assure their expeditious completion. All services required hereunder shall be completed on or before the end of the Agreement period stated above.
5. Assignability and Contracting. The Provider shall not assign all or any portion of its interest in this Agreement. Any purchase of services with the American Rescue Plan Act (ARPA) funding shall be carried out in accordance with the procurement and contracting policy of the community services provider or, where applicable, the Area Agency, which does not conflict with procurement and contracting requirements contained in 45 CFR Part 75, Subpart D-Post Federal Award Requirements, Procurement Standards, except for those services purchased in response to, and during the active period of the Major Disaster Declaration for North Carolina due to the COVID-19 pandemic, as declared by the President of the United States on March 25, 2020, effective January 20, 2020 and continuing. Federal funds shall not be awarded to any subrecipients who have been suspended or debarred by the Federal government. In addition, Federal funds may not be used to purchase goods or services costing over \$100,000 from a vendor that has been suspended or debarred from Federal grant programs.
6. Compensation and Payments to the Provider. The Provider shall be compensated for the work and services actually performed under this Agreement by payments to be made monthly by the Area Agency. Total reimbursement to the community service providers under this Agreement

may not exceed the grand total of applicable COVID-19 funding, as specified on the Provider Services Summary format (DAAS-732-COVID).

(a) Reimbursement of Service Costs

Providers must have a method of projecting service costs based on estimated revenues and expenses, in order to receive adequate reimbursement as well as show reasonable and justifiable costs. Reimbursement of service costs will be based on the DAAS-732-A-COVID Service Cost Computation Worksheet and the DAAS 732-A-1-COVID Labor Distribution Form or comparable formats to develop unit and non-unit costs.

(b) Payment of Administration on Aging Nutrition Services Incentive Program (NSIP) Subsidy

NSIP subsidy for congregate and home delivered meals is not allowable under the American Rescue Plan Act (ARPA) funding.

7. Collection of Non-Federal Matching Resources. There is no match requirement for the Provider for direct services delivered through the ARPA funding.
8. Reallocation of Funds and Budget Revisions. Any reallocation of ARPA funding between counties shall be voluntary on the part of the Provider and shall be effective only for the period of the Agreement. The reallocation of ARPA funds between counties will not affect the allocation of future funding to the Provider. If during the performance period of the Agreement, the Area Agency determines that a portion of the ARPA funding will not be expended, the grant administrator for the Provider shall be notified in writing by the Area Agency and given the opportunity to make funds available for reallocation to other counties in the Planning and Service Area or elsewhere in the state.

Transfers are authorized up to 30% of funds between Title III-B and III-C congregate or home-delivered nutrition programs, but transfers must occur within the same ARPA grant grouping. If a provider wishes to exceed the 30% transfer within a grant, approval must be obtained through the Area Agency from the Division of Aging and Adult Services.

Unless community services providers have been given the capacity to enter data into the Aging Resources Management System (ARMS), Area Agencies on Aging are responsible for entering amended service data into the Division of Aging and Adult Services Management Information System.

9. Monitoring. This Agreement will be monitored to assure that services are being provided as stated in this agreement and as outlined in administrative letters on the ARPA federal disaster grants issued by the Division of Aging and Adult Services to convey the requirements for allowable expenditures and documentation of service delivery to eligible older adults.

The community service provider will receive a written report of monitoring findings in accordance with procedures established in Section 308 of the AAA Policies and Procedures Manual (<http://www.ncdhhs.gov/aging/monitor/mpolicy.htm>). Any areas of non-compliance will be addressed in a written corrective action plan with the community service provider.

10. Disputes and Appeals. Any dispute concerning a question of fact arising under this Agreement shall be identified to the designated grants administrator for the Area Agency. In accordance with Lead Regional Organization (LRO) policy, a written decision shall be promptly furnished to the designated grants administrator for the Provider.

The decision of the LRO is final unless within twenty (20) days of receipt of such decision the grant administrator for the Provider furnishes a written request for appeal to the Director of the North Carolina Division of Aging and Adult Services, with a copy sent to the Area Agency. The request for appeal shall state the exact nature of the complaint. The Division of Aging and Adult Services will inform the grant administrator for / the Provider of its appeal procedures and will inform the Area Agency that an appeal has been filed. Procedures thereafter will be determined by the appeals process of the Division of Aging and Adult Services. The state agency address is as follows:

Director
North Carolina Division of Aging and Adult Services
693 Palmer Drive
2101 Mail Service Center
Raleigh, North Carolina 27699-2101

11. Termination for Cause. If through any cause, the Provider shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or the Provider has or shall violate any of the covenants, agreements, representations or stipulations of this Agreement, the Area Agency shall have the right to terminate this Agreement by giving the Provider's Executive Officer written notice of such termination no fewer than fifteen (15) days prior to the effective date of termination. In such event, all finished documents and other materials collected or produced under this Agreement shall at the option of the Area Agency, become its property. The Provider shall be entitled to receive just and equitable compensation for any work satisfactorily performed under this Agreement.
12. Audit. The Provider agrees to have an annual independent audit in accordance with North Carolina General Statutes, North Carolina Local Government Commission requirements, Division of Aging and Adult Services Program Audit Guide for Aging Services, and Federal Office of Budget and Management (OMB) Uniform Guidance 2 CFR Part 200.

Community service providers, as specified in paragraph one (1), who are not units of local government or otherwise subject to the audit and other reporting requirements of the Local

Government Commission are subject to audit and fiscal reporting requirements, as stated in NC General Statute 143C-6-22 and 23 and OMB Uniform Guidance CFR 2 Part 200, where applicable. Applicable community service providers must send a copy of their year-end financial statements, and any required audit, to the Area Agency on Aging. Providers are not required to submit Activities and Accomplishments Reports. For-profit corporations are not subject to the requirements of OMB Uniform Guidance 2 CFR Part 200 but are subject to NC General Statute 143C-6-22 and 23 and Yellow Book audit requirements, where applicable.

Federal funds may not be used to pay for a **Single or Yellow Book audit** unless it is a federal requirement. **State funds** will not be used to pay for a **Single or Yellow Book** audit if the provider receives less than \$500,000 in state funds. The Department of Health and Human Services will provide confirmation of federal and state expenditures at the close of the state fiscal year. Information on audit and fiscal reporting requirements can be found at <https://www.osbm.nc.gov/management/grants>.

The following provides a summary of reporting requirements under NCGS 143C-6-22 and 23 and OMB Uniform Guidance 2 CFR Part 200 based upon funding received and expended during the service provider’s fiscal year.

<u>Annual Expenditures</u>	<u>Report Required to AAA</u>	<u>Allowable Cost for Reporting</u>
<ul style="list-style-type: none"> Less than \$25,000 in State or Federal funds 	Certification form and State Grants Compliance Reporting <\$25,000 (item # 11, Activities and Accomplishments does <u>not</u> have to be completed) OR Audited Financial Statements in Compliance with GAO/GAS (i.e. Yellow Book)	N/A
<ul style="list-style-type: none"> Greater than \$25,000 and less that \$500,000 in State Funds or \$750,000 in Federal Funds 	Certification form and Schedule of Grantee Receipts >\$25,000 and Schedule of Receipts and Expenditures OR Audited Financial Statements in Compliance with GAO/GAS (i.e. Yellow Book)	N/A
<ul style="list-style-type: none"> \$500,000 + in State funds but Federal pass through in an amount less than \$750,000 	Audited Financial Statement in compliance with GAO/GAS (i.e. Yellow Book)	May use State funds, but <u>not</u> Federal Funds

- \$500,000+ in State funds and \$750,000+ in Federal pass through funds Audited Financial Statement in compliance with OMB Uniform Guidance 2 CFR Part 200 (i.e., Single Audit) May use State and Federal funds
- Less than \$500,000 in State funds and \$750,000+ in Federal pass-through funds Audited Financial Statement in compliance with OMB Uniform Guidance 2 CFR Part (i.e., Single Audit) May use Federal funds, but not State funds.

13. Audit/Assessment Resolutions and Disallowed Cost. It is further understood that the community service providers are responsible to the Area Agency for clarifying any audit exceptions that may arise from any Area Agency assessment, community service provider single or financial audit, or audits conducted by the State or Federal Governments. In the event that the Area Agency or the Department of Health and Human Services disallows any expenditure made by the community service provider for any reason, the Provider shall promptly repay such funds to the Area Agency once any final appeal is exhausted in accordance with paragraph ten (10). The only exception is if the Area Agency on Aging is approved to provide direct services under the ARP Act and expenditures are disallowed by the Division of Aging and Adult Services. In this case, the Area Agency is responsible for any disallowed costs. The Area Agency on Aging can recoup any required payback from the community service provider in the event that payback is due to a community service provider's failure to meet OMB Uniform Guidance CFR 2 Part 200, 45 CFR Part 1321 or state eligibility requirements as specified in policy.
14. Indemnity. The Provider agrees to indemnify and save harmless the Area Agency, its agents, and employees from and against any and all loss, cost, damages, expenses, and liability arising out of performance under this Agreement to the extent of errors or omissions of the Provider.
15. Equal Employment Opportunity and Americans with Disabilities Act Compliance. The Provider, as identified in paragraph one (1), shall comply with all federal and state laws relating to equal employment opportunity and accommodation for disability.
16. Data to be Furnished to the Provider. All information which is existing, readily available to the Area Agency without cost and reasonably necessary, as determined by the Area Agency's staff, for the performance of this Agreement by the Provider shall be furnished to the Provider without charge by the Area Agency. The Area Agency, its agents and employees, shall fully cooperate, with the Provider in the performance of the Provider's duties under this Agreement.
17. Rights in Documents, Materials and Data Produced. The Provider agrees that at the discretion of the Area Agency, all reports and other data prepared by or for it under the terms of this

Agreement shall be delivered to, become and remain, the property of the Area Agency upon termination or completion of the work. Both the Area Agency and the Provider shall have the right to use same without restriction or limitation and without compensation to the other. For the purposes of this Agreement, "data" includes writings, sound recordings, or other graphic representations, and works of similar nature. No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Provider.

18. Maintenance of Records. the Provider shall maintain all financial and program records for a period of five (5) years from the date of final payment under this contract, for inspection by the Area Agency, the North Carolina Division of Aging and Adult Services, and the Comptroller General of the United States, or any of their duly authorized representatives. If any litigation, claim, negotiation, audit or other action involving the Provider's records has been started before the expiration of the five-year period, the records must be retained until completion of the action and resolution of all issues which arise from it.
19. Interest of the Governing Board. The Governing Board covenants that neither the Governing Board nor its agents or employees presently has an interest, nor shall acquire an interest, direct or indirect, which conflicts in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the service hereunder in an impartial and unbiased manner.
20. Interest of Members of the Area Agency, Lead Regional Organization, and Others. No officer, member or employee of the Area Agency or Lead Regional Organization, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decisions relating to this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; nor shall any such persons have any interest, direct or indirect, in this Agreement or the proceeds arising there from.
21. Officials not to Benefit. No member of or delegate to the Congress of the United States of America, resident Commissioner or employee of the United States Government, shall be entitled to any share or part of this Agreement or any benefits to arise here from.
22. Prohibition Against Use of Funds to Influence Legislation. No part of any funds under this Agreement shall be used to pay the salary or expenses of any employee or agent acting on behalf of the Provider to engage in any activity designed to influence legislation or appropriations pending before Congress.
23. Confidentiality and Security. Any client information received in connection with the performance of any function of a community service provider or its subcontractors under this Agreement shall be kept confidential. The community service provider acknowledges that in receiving, storing, processing, or otherwise handling any confidential information, the agency

and any subcontractors will safeguard and not further disclose the information except as provided in this Agreement and accompanying documents.

24. Record Retention and Disposition. All state and local government agencies, nongovernmental entities, and their subrecipients, including applicable vendors, that administer programs funded by federal sources passed through the NC DHHS and its divisions and offices are expected to maintain compliance with the NC DHHS record retention and disposition schedule and any agency-specific program schedules developed jointly with the NC Department of Cultural Resources, Division of Archives and Records. Retention requirements apply to the community service providers funded under this Agreement to provide Home and Community Care Block Grant and other services necessary to provide emergency response funded through the ARP Act funding. Information on retention requirements is posted at <https://www.ncdhhs.gov/about/administrative-offices/office-controller/records-retention> and updated semi-annually by the NC DHHS Controller's Office. By funding source and state fiscal year, this schedule lists the earliest date that grant records in any format may be destroyed. The Division of Archives and Records provides information about destroying confidential data and authorized methods of record destruction (paper and electronic) at <https://archives.ncdcr.gov/government/retention-schedules>.

The NC DHHS record retention schedule is based on federal and state regulations and pertains to the retention of all financial and programmatic records, supporting documents, statistical records, and all other records supporting the expenditure of a federal grant award. Records legally required for ongoing official proceedings, such as outstanding litigation, claims, audits, or other official actions, must be maintained for the duration of that action, notwithstanding the instructions of the NC DHHS record retention and disposition schedule.

In addition to record retention requirements for records in any format, the long-term and/or permanent preservation of electronic records require additional commitment and active management by agencies. The community service provider will comply with all policies, standards, and best practices published by the Division of Aging and Adult Services regarding the creation and management of electronic records.

25. Applicable Law. This Agreement is executed and is to be performed in the State of North Carolina, and all questions of interpretation and construction shall be construed by the laws of such State.

In witness whereof, the Area Agency and the Provider have executed this Agreement as of the day first written above.

Provider

Attest:

Dana Hall
Parks, Recreation & Aging Services Director

By: _____
Board of Commissioners, Chair

Area Agency

Attest:

Tracy Honeycutt,
Area Agency Director

By: _____
Justin Hembree,
Mid-Carolina Council of Governments Executive
Director

Provision for payment of the monies to fall due under this Agreement within the current fiscal year have been made by appropriation duly authorized as required by the Local Government Budget and Fiscal Control Act.

BY: _____
Glenda Dye, Mid-Carolina Council of Governments Finance Director

ATTACHMENT A – GUIDELINES FOR ELIGIBLE MEALS
Emergency Menu and Dietary Guidelines

Under the March 25, 2020 Major Disaster Declaration, emergency menu and dietary guidelines apply that allow temporary deviation from the recommended daily allowance for meals as set forth below:

1. *Food Caterers* - Nutrition Service providers who purchase meals are encouraged to continue using their current food caterers. Should continuation with the current caterer not be possible or advisable, the service provider shall notify the Area Agency in writing, summarizing the circumstances, and advise that a request for proposals (RFP) for a new caterer will be undertaken.
2. *1/3 RDA Requirement* – When possible, the Provider shall provide meals that meet the 1/3 Recommended Dietary Allowance (RDA) requirement.
3. *Deviations from RDA-DRI* – During North Carolina’s Major Disaster Declaration, the Provider may temporarily provide meals that do not meet one-third of the recommended daily allowance dietary reference intake (RDA-DRI) requirements.
 - a. *Meal content* - Meals that do not meet one-third of the recommended RDA-DRI must include a serving of meat or meat alternative, two servings of grain, and one serving of a vegetable or fruit to be eligible for reimbursement through ARP Act funding.
4. *Menus* - Written menus, as for all other Title III meals, are required. For meals that do not meet one-third of the recommended RDA-DRI, written menus will be assessed for eligibility according to food content rather than nutrient analysis. Menu approval does not require an assessment by a registered dietitian; however, written menus must be kept on file for review by AAA monitors during both desk reviews and onsite monitoring visits.
5. *Multiple meals* – The Provider may assemble shelf stable meals. The provider may provide multiple meals to an individual at the same time (e.g. five frozen meals in a box or the equivalent of five shelf stable meals in a grocery bag) and may provide more than the typical five meals per week, up to twenty-one (21) meals per client per week under ARP Act funding.
6. *Approved sources* – The Provider shall obtain all foods for meals allowed under these emergency provisions from approved federal or state agency sources.

ATTACHMENT B - DAAS Guidance

1. Expenditures under this grant will have to be tracked and reported separately per the additional ARMS codes for ARP Act nutrition services detailed below. ARP Act Codes and reporting requirements will be provided by DAAS in an upcoming administrative letter which will be added as an Addendum to this contract.
2. Categories for ARPA Senior Nutrition Programs
 - ARPA Code _____: Home-Delivered Meals
This code represents meals to home-delivered meal clients that may or may not meet one-third of the recommended daily allowance/dietary reference intake (RDA-DRI) requirements using ARP Act funding. One meal is the equivalent of one unit in ARMS.
 - ARPA Code _____: Congregate Meals
This code represents meals to congregate nutrition program clients that may or may not meet one-third of the recommended daily allowance/dietary reference intake (RDA/DRI) requirements using ARP Act funding. One meal is the equivalent of one unit in ARMS.
 - ARPA Code _____: Home-Delivered Meals Non-Unit Emergency Response Cost COVID
This code represents emergency response costs in response to the COVID-19 pandemic. It is intended to capture service provider's home-delivered meals program necessities such as personal protective equipment (PPE), food service equipment and other unique items that allow providers to continue service. One item is the equivalent of one expense.
 - ARPA Code _____: Congregate Nutrition Non-Unit Emergency Response Cost COVID
This code represents emergency response costs in response to the COVID-19 pandemic. It is intended to capture service provider's congregate nutrition program necessities such as personal protective equipment (PPE), food service equipment and other unique items that allow providers to continue service. One item is the equivalent of one expense.
3. Providers should record the number of clients to whom services are provided, the name of category of services provided, the number of units of service provided, and the expenditure related to providing such services. Expenditures must be allowable and reasonable.

Provider: Sampson County Departme
 Service:
 Address: 405 County Complex Rd
 Clinton, NC 28328
 County: Sampson

**COVID-19 Emergency Response
 Coronavirus Response ARP Act**

DAAS-732 (2022)

January 01, 2022-September 30, 2024

Provider Services Summary

REVISION # , DATE : June 29, 2022

Services	A						B	C	D	E	F	G	H	I
	Ser. Delivery (Check One)		CARES Fund Access	ARPA FUNDING			Not Required Local Match	Net* Serv Cost	NSIP NOT allowed	Total Funding	Projected HCCBG Units	Projected Reimburse Rate	Projected HCCBG Clients	Projected Total Units
	Direct	Purch.		In-Home	Other	Total								
Home Delivered Meals				53260		\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	0	53260		53260				
						\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	0	0		0				
						\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	0	0		0				
						\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	0	0		0				
						\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	0	0		0				
						\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	0	0		0				
						\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	0	0		0				
						\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	0	0		0				
						\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	0	0		0				
						\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	0	0		0				
						\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	0	0		0				
						\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	0	0		0				
						\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	0	0		0				
						\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	0	0		0				
						\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	0	0		0				
						\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	0	0		0				
Total	\\\\\\\\\\\\\\\\	\\\\\\\\\\\\\\\\	0	53260	0	53260	0	53260	0	53260	0	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	0	0

*Adult Day Care & Adult Day Health Care Net Service Cost

ADC	ADHC		
Daily Care	_____	Community Service Provider	If Applicable:
Transportation	_____	_____	_____
Administrative	_____	Authorized Signature, Title	Signature, Chairman, Board of Commissioners
Net Ser. Cost Total	_____	_____	_____
		Date	Date

NC Division of Aging and Adult Services
 DAAS-732-A-1-COVID (2022)

COVID-19 EMERGENCY RESPONSE:
 American Rescue Plan Act (ARPA)

Provider: Sampson County

Date: June 29, 2022

Labor Distribution Schedule

STAFF NAME	POSITION	FULL TIME PART TIME	TOTAL SALARY	ADMIN. SALARY	SERVICE	SERVICE	SERVICE	SERVICE	SERVICE	SERVICE	SERVICE	SERVICE	SERVICE
Vacant	Delivery Dr	PART TIME	\$ 11,706										
Vacant	Delivery Dr	PART TIME	\$ 11,706										
		SUBTOTAL FT:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		SUBTOTAL PT:	\$ 23,412	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		TOTAL	\$ 23,412	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		PERCENT FT:	0.00%										
		PERCENT PT:	100.00%										

NORTH CAROLINA'S
SAMPSON COUNTY
Department of Parks, Recreation, & Aging Services

MEMO

TO: Board of Commissioners
From: Dana Hall, Parks, Recreation, & Aging Director
Date: June 29, 2022
Subject: 2022-2023 Home and Community Care Block Grant

Sampson County Department of Aging has been awarded \$577,115 in funding through Home and Community Care Block Grant for fiscal year 2022-2023.

The attached agreement and funding plan are attached for your review. Upon review, these items will require approval from the Board of Commissioners and signature from the Chairmen.

Thank You,

Dana Hall

Attachments: HCCBG Provider Packet

731 County Services Summary

North Carolina Division of Aging and Adult Services*
Service Cost Computation Worksheet

DAAS-732A

Provider: Sampson County Department of Aging
County: Sampson
Budget Period: July 2022 through June 2023

	Grand Total	Adult Day Health 155	Congregate Nutrition 180	Home Delivered Meals 020	Housing & Home Improvement 140	Information & Case Assistance 040	In-Home Aide-Level II - Personal Care 042	Senior Center Operation 170	Transportation (General) 250	0 #N/A	0 #N/A	0 #N/A	0 #N/A	0 #N/A	0 #N/A	
I. Projected Revenues	\$ 577,115															
A. Fed/State Funding From the Div. of Aging & Adult Svcs.	\$ 577,115	\$ 84,350	\$ 71,000	\$ 164,720	\$ 150,000	\$ 19,042	\$ 34,000	\$ 44,820	\$ 9,183							
Required Minimum Match - Cash																
1) County Match	\$ 64,124	\$ 9,372	\$ 7,889	\$ 18,302	\$ 16,667	\$ 2,116	\$ 3,778	\$ 4,980	\$ 1,020							
2) -	\$ -															
3) -	\$ -															
Total Required Minimum Match - Cash	\$ 64,124	\$ 9,372	\$ 7,889	\$ 18,302	\$ 16,667	\$ 2,116	\$ 3,778	\$ 4,980	\$ 1,020							
Required Minimum Match - In-Kind																
1) -	\$ -															
2) -	\$ -															
3) -	\$ -															
Total Required Minimum Match - In-Kind	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -							
B. Total Required Minimum Match (cash + in-kind)	\$ 64,124	\$ 9,372	\$ 7,889	\$ 18,302	\$ 16,667	\$ 2,116	\$ 3,778	\$ 4,980	\$ 1,020							
C. Subtotal, Fed/State/Required Match Revenues	\$ 641,239	\$ 93,722	\$ 78,889	\$ 183,022	\$ 166,667	\$ 21,158	\$ 37,778	\$ 49,800	\$ 10,203							
D. NSIP Cash Subsidy/Commodity Valuation	\$ 48,478	\$ -	\$ 13,910	\$ 34,567	\$ -	\$ -	\$ -	\$ -	\$ -							
E. OAA Title V Worker Wages, Fringe Benefits and Costs	\$ -															
Local Cash, Non-Match																
1) DSS	\$ 5,200	\$ 5,200														
2) County Contribution	\$ 345,860	\$ 132,066	\$ 26,288	\$ 86,287			\$ 30,576	\$ 70,643								
3) -	\$ -															
4) -	\$ -															
F. Subtotal, Local Cash, Non-Match	\$ 351,060	\$ 137,266	\$ 26,288	\$ 86,287	\$ -	\$ -	\$ 30,576	\$ 70,643	\$ -							
Other Revenues, Non-Match																
1) Private Pay	\$ 23,000	\$ 13,000		\$ 10,000												
2) Veterans Program	\$ 5,200	\$ 5,200														
3) -	\$ -															
G. Subtotal, Other Revenues, Non-Match	\$ 28,200	\$ 18,200	\$ -	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ -							
Local In-Kind Resources (includes Volunteer Resources)																
1) -	\$ -															
2) -	\$ -															
3) -	\$ -															
H. Subtotal, Local In-Kind Resources, Non-Match	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -							
I. Client Cost Sharing	\$ 4,250	\$ -	\$ 3,500	\$ 750												
J. Total Projected Revenues (Sum I,C,D,E,F,G,H, & I)	\$ 1,073,227	\$ 249,188	\$ 122,587	\$ 304,626	\$ 176,667	\$ 21,158	\$ 68,354	\$ 120,443	\$ 10,203							

Division of Aging and Adult Services
Service Cost Computation Worksheet

	Grand Total	Admin. Cost	Adult Day Health 155	Congregate Nutrition 180	Home Delivered Meals 020	Housing & Home Improvement 140	Information & Case Assistance 040	In-Home Aide-Level II - Personal Care 042	Senior Center Operation 170	Transportation (General) 250	0 #N/A	0 #N/A	0 #N/A	0 #N/A	0 #N/A	0 #N/A
II. Line Item Expenses																
Staff Salary From Labor Distribution Schedule																
1) Full-time Staff (do not include Title V workers)	\$ 421,034	\$ 42,422	\$ 118,428	\$ 27,444	\$ 27,444	\$ 55,644	\$ 51,060	\$ 51,816	\$ 41,472	\$ 5,304						
2) Part-time staff (do not include Title V workers)	\$ 108,703	\$ -	\$ 19,404	\$ 34,948	\$ 34,947	\$ -	\$ -	\$ -	\$ 19,404	\$ -						
A. Subtotal, Staff Salary	\$ 529,737	\$ 42,422	\$ 137,832	\$ 62,392	\$ 62,391	\$ 55,644	\$ 51,060	\$ 51,816	\$ 60,876	\$ 5,304						
Fringe Benefits																
1) FICA @ 7.65 %	\$ 40,525	\$ 3,245	\$ 10,544	\$ 4,773	\$ 4,773	\$ 4,257	\$ 3,906	\$ 3,964	\$ 4,657	\$ 406						
2) Health Insurance	\$ 116,256	\$ -	\$ 30,834	\$ 6,471	\$ 6,471	\$ 13,514	\$ 24,389	\$ 34,577								
3) Retirement	\$ 41,043	\$ -	\$ 13,863	\$ 3,267	\$ 3,268	\$ 6,799	\$ 7,421	\$ 6,425								
4) Unemployment Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -								
5) Worker's Compensation	\$ 6,940	\$ -	\$ 1,800	\$ 20	\$ 20	\$ 3,000	\$ 100	\$ 2,000								
6) Other	\$ 3,685	\$ -	\$ 1,161	\$ 192	\$ 193	\$ 486	\$ 756	\$ 897								
B. Subtotal, Fringe Benefits	\$ 208,449	\$ 3,245	\$ 58,207	\$ 14,723	\$ 14,725	\$ 28,056	\$ 36,572	\$ 47,863	\$ 4,657	\$ 406						
Local In-Kind Resources Non-Match																
1) -	\$ -															
2) -	\$ -															
3) -	\$ -															
C. Subtotal, Local In-Kind Resources Non-Match	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
D. OAA Title V Worker Wages, Fringe Benefits and Costs	\$ -															
Travel																
1) Per Diem	\$ 720					\$ 720										
2) Mileage Reimbursement	\$ 2,150		\$ 1,500		\$ 150	\$ 500										
3) Other Travel Cost	\$ -															
E. Subtotal, Travel	\$ 2,870	\$ -	\$ 1,500	\$ -	\$ 870	\$ 500	\$ -	\$ -	\$ -	\$ -						
General Operating Expenses																
1) Food Services Contract	\$ 236,268	\$ -	\$ 18,816	\$ 49,554	\$ 167,898											
2) Departmental Supplies	\$ 16,800	\$ -	\$ 1,900	\$ 3,750	\$ 3,750	\$ 2,000	\$ 500	\$ 2,900	\$ 2,000							
3) Transportation Services	\$ 35,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,000							
4) Materials/Contracted Services	\$ 75,660	\$ -	\$ -	\$ -	\$ -	\$ 75,660										
5) Telephone/Postage/Utilities	\$ 25,846	\$ -	\$ 15,782	\$ 3,620	\$ 3,620	\$ 375	\$ 374	\$ 375	\$ 1,700							
6) Employee Training	\$ 1,111	\$ -	\$ 162	\$ -	\$ -	\$ 70	\$ 450	\$ 348	\$ 81							
7) Gas, Oil, Tires-Rental Eq	\$ 7,226	\$ -	\$ 238	\$ 212	\$ 213	\$ 6,000	\$ -	\$ 323	\$ 240							
8) Ins/Bonds/Dues/Subscriptions	\$ 33,517	\$ -	\$ 5,244	\$ 3,053	\$ 3,054	\$ 15,000	\$ 592	\$ 5,424	\$ 1,150							

F. Subtotal, General Operating Expenses	\$ 431,428	\$ -	\$ 42,142	\$ 60,189	\$ 178,535	\$ 99,105	\$ 1,916	\$ 9,370	\$ 5,171	\$ 35,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
G. Subtotal, Other Administrative Cost Not Allocated in Lines II.A through E	\$ -															
H. Total Proj. Expenses Prior to Admin. Distribution	\$ 1,172,484	\$ 45,667	\$ 238,176	\$ 138,804	\$ 255,661	\$ 183,675	\$ 90,048	\$ 109,049	\$ 70,704	\$ 40,710	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
I. Distribution of Administrative Cost	\$ 53,590	\$ (11,012)	\$ 16,217	\$ (48,975)	\$ 7,008	\$ 68,890	\$ 16,217	\$ 40,695	\$ (48,739)	\$ 30,507	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
J. Total Proj. Expenses After Admin. Distribution	\$ 1,073,227	\$ -	\$ 249,188	\$ 122,587	\$ 304,626	\$ 176,667	\$ 21,158	\$ 68,354	\$ 120,443	\$ 10,203	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

III. Computation of Rates	Grand Total	Service		Service		Service		Service		Service		Service		Service		Service		Service	
		Adult Day Health 155	Congregate Nutrition 180	Home Delivered Meals 020	Housing & Home Improvement 140	Information & Case Assistance 040	Aide-Level II - Personal 042	Senior Center Operation 170	Transportation (General) 250	0	0	0	0	0	0	0	0	0	0
A. Computation of Unit Cost Rate:																			
1. Total Expenses (equals line II.J)	\$ 1,073,227	\$ 249,188	\$ 122,587	\$ 304,626	\$ 176,667	\$ 21,158	\$ 68,354	\$ 120,443	\$ 10,203	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Total Projected Units	4,981	17,388	43,209	3,795	787	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3. Total Unit Cost Rate	\$ 50,0277	\$ 7,0501	\$ 7,0501	\$ 18,0116	\$ 12,9644	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B. Computation of Reimbursement Rate:																			
1. Total Revenues (equals line I.J)	\$ 1,073,227	\$ 249,188	\$ 122,587	\$ 304,626	\$ 176,667	\$ 21,158	\$ 68,354	\$ 120,443	\$ 10,203	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Less: NSIP (equals line I.D)	\$ 48,478	\$ -	\$ 13,910	\$ 34,567	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Title V (equals line I.E) Less II.D)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non Match In-Kind (equals line I.H) Less II.C)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Revenues Subject to Unit Reimbursement	\$ 1,024,749	\$ 249,188	\$ 108,677	\$ 270,059	\$ 176,667	\$ 21,158	\$ 68,354	\$ 120,443	\$ 10,203	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Total Projected Units (equals line III.A.2)	4,981	17,388	43,209	3,795	787	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5. Total Reimbursement Rate	\$ 50,0277	\$ 6,2501	\$ 6,2501	\$ 18,0116	\$ 12,9644	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C. Units Reimbursed Through HCCBG	1,873	12,622	29,283	-	-	-	2,097	787	-	-	-	-	-	-	-	-	-	-	-
D. Units Reimbursed Through Program Income*	-	-	660	120	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
E. Units Reimbursed Through Remaining Revenues	3,108	4,206	13,806	-	-	-	1,698	-	-	-	-	-	-	-	-	-	-	-	-
F. Total Units Reimbursed/Total Projected Units	4,981	17,388	43,209	-	-	-	3,795	787	-	-	-	-	-	-	-	-	-	-	-

* The Division of Aging ARMS deducts reported program income from reimbursement paid to providers. Line III.D indicates the number of units that will have to be produced in addition to those stated on line III.C in order to earn the net revenues stated on line I.C.

Certification:

I certify to the best of my knowledge and belief that the information included in the cost computation above is accurate and complies with all laws and regulations. I also understand that material deviations in reported cost information could limit funding, and also result in return of funds if the error or omission results in a higher than actual reported cost.

Authorized Signature

Title

Date

Information on this form (DAAS-732A) corresponds with information stated on the Provider Services Summary (DAAS-732) as follows:

	DAAS-732A	DAAS-732
Block Grant Funding	Line I.A	Col. A
Required Local Match-Cash & In-Kind	Line I.B	Col. B
Net Service Cost	Line I.C	Col. C
NSIP Subsidy	Line I.D	Col. D
Total Funding	L. I.C+I.D	Col. E
Projected HCCBG Reimbursed Units	Line III.C	Col. F
Total Reimbursement Rate	Line III.B.5	Col. G
Projected Total Service Units	Line III.F	Col. I

Home and Community Care Block Grant for Older Adults

Sampson County Department of Aging
 405 County Complex Rd
 Clinton, NC 28328

County Funding Plan

Provider Services Summary

DAAS-732

County:

Sampson

Budget Period:

July 2022 through June 2023

Revision #:

Date:

Services	Serv. Delivery		A				B	C	D	E	F	G	H	I
	(Check One)		Block Grant Funding				Required Local Match	Net Service Cost	NSIP Subsidy	Total Funding	Projected HCCBG Units	Projected Reimburse Rate	Projected HCCBG Clients	Projected Total Units
	Direct	Purchase	Access	In-Home	Other	Total								
Adult Day Health			\$ -	\$ 84,350	\$ -	\$ 84,350	\$ 9,372	\$ 93,722	\$ -	\$ 93,722	1,873	\$ 50.0277	7	4,981
Congregate Nutrition			\$ -	\$ -	\$ 71,000	\$ 71,000	\$ 7,889	\$ 78,889	\$ 13,910	\$ 92,799	12,622	\$ 6.2501	143	17,388
Home Delivered Meals			\$ -	\$ 164,720	\$ -	\$ 164,720	\$ 18,302	\$ 183,022	\$ 34,567	\$ 217,589	29,283	\$ 6.2501	162	43,209
Housing & Home Improvement			\$ -	\$ -	\$ 150,000	\$ 150,000	\$ 16,667	\$ 166,667	\$ -	\$ 166,667	-	\$ -	66	-
Information & Case Assistance			\$ 19,042	\$ -	\$ -	\$ 19,042	\$ 2,116	\$ 21,158	\$ -	\$ 21,158	-	\$ -	1,500	-
In-Home Aide-Level II - Personal Care			\$ -	\$ 34,000	\$ -	\$ 34,000	\$ 3,778	\$ 37,778	\$ -	\$ 37,778	2,097	\$ 18.0116	11	3,795
Senior Center Operation			\$ -	\$ -	\$ 44,820	\$ 44,820	\$ 4,980	\$ 49,800	\$ -	\$ 49,800	-	\$ -	125	-
Transportation (General)			\$ 9,183	\$ -	\$ -	\$ 9,183	\$ 1,020	\$ 10,203	\$ -	\$ 10,203	787	\$ 12.9644	16	787
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
Total			\$ 28,225	\$ 283,070	\$ 265,820	\$ 577,115	\$ 64,124	\$ 641,239	\$ 48,478	\$ 689,717	46,663		2,030	70,160

Certification of required minimum local match availability.
 Required local match will be expended simultaneously
 with Block Grant Funding.

 Authorized Signature, Title
 Community Service Provider

 Date

 Signature, County Finance Officer

 Date

 Signature, Chairman, Board of Commissioners

 Date

**Home and Community Care Block Grant for Older Adults
Outreach Methodology**

July 2022 through June 2023

Outreach Methodology to Address the Service Needs of Target Population

Community Service Provider: Sampson County Department of Aging

County: Sampson

While all older adults age 60 and over are eligible for services, sec. 305(a)(2)(E) of the Older Americans Act requires programs to target services to older individuals with the greatest economic and social need, (with particular attention to low-income older adults, including low-income minority older adults, older adults with limited English proficiency, and older adults residing in rural areas). The community service provider shall specify how these service needs will be met through the services identified on the Provider Services Summary (DAAS-732). This narrative shall address outreach and service delivery methodologies that will ensure that this target population is adequately served and conform with specific objectives established by the Area Agency on Aging, for providing services to low income minority individuals. Additional pages may be used as necessary.

To ensure that we reach the low-income minority individuals in accordance to their need for aging services, we have set the following goals:

- * Distribution of pamphlets and/or informational pieces regarding services offered with our Agency to church and civic groups, at health fairs, doctor's offices and human service agencies such as the Health Department and Social Services.

- * Agency staff speak with churches, civic groups and other agencies to highlight the services offered.

- * Agency staff encourage our clients to talk about their experience with our services.

- * Agency staff host a monthly time slot with WLCN local radion channel. Staff also write aticles and market services through newspaper interviews.

- * Monthly management trainings are held to encourage and raise awareness for all staff members concerning HCCBG funds and how to share this information with the public.

July 2022 through June 2023

**Home and Community Care Block Grant for Older Adults
Community Service Provider
Standard Assurances**

Sampson County Department of Aging agrees to provide services through the Home and Community Care Block Grant, as specified on the Provider Services Summary (DAAS-732) in accordance with the following:

1. Services shall be provided in accordance with requirements set forth in:
 - a) The County Funding Plan;
 - b) The Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers; and
 - c) The Division of Aging and Adult Services Standards at <https://www.ncdhhs.gov/divisions/daas/monitoring>

Community service providers shall monitor any subcontracts with providers of Block Grant services and take appropriate measures to ensure that services are provided in accordance with the aforementioned documents.
2. Priority shall be given to providing services to those older persons with the greatest economic or social needs. The service needs of low-income minority elderly will be addressed in the manner specified on the Outreach Methodology to Address Service Needs of Target Population (DAAS-733).
3. The following service authorization activities will be carried out in conjunction with all services provided through the Block Grant:
 - a) Eligibility determination;
 - b) Client intake/registration;
 - c) Client assessment/reassessments and quarterly visits, as appropriate;
 - d) Determining the amount of services to be received by the client; and
 - e) Reviewing consumer contributions policies with eligible clients.
4. All licenses, permits, bonds, and insurance necessary for carrying out Block Grant Services will be maintained by the community service provider and any subcontracted providers.
5. As specified in 45 CFR 75, Subpart D-Post Federal Award Requirements, Procurement Standards, community service providers shall have procedures for settling all contractual and administrative issues arising out of procurement of service through the Block Grant. Community service providers shall have procedures governing the evaluation of bids for services and procedures through which bidders and contracted providers may appeal or dispute a decision made by the community service provider.
6. Applicant/Client appeals shall be addressed as specified in Section 7 of the Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers.
7. Community service providers are responsible for providing or arranging for the provision of required local match, as specified on the Provider Services Summary, (DAAS-732). Local match shall be expended simultaneously with Block Grant funding.
8. Community service providers agree to comply with audit and fiscal reporting requirements as specified in the Agreement for the Provision of County-Based Aging Services (DAAS-735).
9. Compliance with Equal Employment Opportunity and Americans with Disabilities Act requirements, as specified in paragraph fourteen (14) of the Agreement for the Provision of County-Based Aging Services (DAAS-735) shall be maintained.

10. Providers of In-Home Aide, Home Health, Housing and Home Improvement, and Adult Day Care or Adult Day Health Care shall sign and return the attached assurance to the area agency on aging indicating that recipients of these services have been informed of their client rights, as required in Section 314 of the 2006 Amendments to the Older Americans Act (DAAS-734 Standard Assurances Regarding In-Home Client Rights).
11. Subcontracting – All HCCBG community service providers must assure that subcontractors (for-profit and non-profit entities only) meet the following requirements:
 - a. The subcontractor has not been suspended or debarred. (N.C.G.S. §143C-6-23, 09 NCAC 03M)
 - b. The subcontractor has not been barred from doing business at the federal level.
 - c. The subcontractor is able to produce a notarized [“State Grant Certification of No Overdue Tax Debts.”](#)
 - d. All licenses, permits, bonds and insurance necessary for carrying out Home and Community Care Block Grant services will be maintained by both the community service provider and any subcontractors.
 - e. The subcontractor is registered as a charitable, tax-exempt (501c3) organization with the Internal Revenue Service (non-profit subcontractors only).
12. Confidentiality and Security. Per the requirements in 10A NCAC 05J and Section 6 of the Home and Community Care Block Grant Procedures Manual, client information in any format and whether recorded or not shall be kept confidential and not disclosed in a form that identifies the person without the informed consent of the person or legal representative. Community service providers, including subcontractors and vendors, must adhere to all applicable federal, state and departmental requirements for protecting the security and confidentiality of client information including but not limited to appropriately restricting access, establishing procedures to reduce the risk of accidental disclosures from data processing systems, and developing a process by which the Division of Adult Aging Services is notified of suspected or confirmed security incidents and data breaches.
13. Record Retention and Disposition. All community service providers are responsible for maintaining custody of records and documentation to support the allowable expenditure of funds, service provision, and the reimbursement of services. Service providers must adhere to the approved record retention and disposition schedule posted at <https://www.ncdhhs.gov/about/administrative-offices/office-controller/records-retention> by the NC Department of Health and Human Services Controller's Office, as well as the local government schedules posted by the NC Department of Natural and Cultural Resources at <https://archives.ncdcr.gov/government/local>

Service providers are not authorized to destroy records related to the provision of services under this Agreement except in compliance with the approved DHHS retention and disposition schedule, which allows for the proper destruction of records based on a schedule by funding source and fiscal year. The agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of record destruction. Confidential records will be destroyed in such a manner that the records cannot be practically read or reconstructed.

(Authorized Signature)

(Date)



NC DEPARTMENT OF
HEALTH AND
HUMAN SERVICES
Division of Property and Construction

www.ncdhhs.gov

ROY COOPER • Governor
KODY H. KINSLEY • Secretary
LUKE O. HOFF, PE • Director

June 20, 2022

Sampson County Health Department
Attn: Ms. Tamara Jones, Accounting Specialist
360 County Complex Road, Suite 200
Clinton, North Carolina 28328

RE: N.C. Department of Health & Human Services Lease
Division of Child and Family Well-Being
Clinton, North Carolina

Dear Ms. Jones:

Pursuant to the Lease Agreement between the Sampson County Health Department and the State of North Carolina, which was dated the 27th day of October, 2021, and which provides ±168 square feet of office space for the North Carolina Department of Health and Human Services, Division of Child and Family Well-Being, Children’s Developmental Services Agency located at 360 County Complex Road, Clinton, Sampson County, North Carolina, the State is exercising the option to renew this lease (as permitted within the Term and Condition 1., Paragraph 2) for one (1) year.

The renewed Lease begins on the 1st day of July, 2022, and terminates on the 30th day of June, 2023. During the renewal period, all original lease terms and conditions remain unchanged.

If you are in agreement, please sign the two (2) duplicate originals, retain an original copy and return an original copy to my attention. If you have questions or concerns, then please feel free to contact our office. Thank you for your cooperation in keeping this building in shape.

Regards,

DocuSigned by:
Drew Middleton
C9BA2C7CE42B4EF...

Drew Middleton,
DHHS Deputy Chief – Property Acquisition,
Disposition and Fleet Services.

Signature: _____

Date: _____

**Contract #2 Fiscal Year Begins July 1, 2022 Ends June 30, 2023
Attorney – Legal Services**

This contract is hereby entered into by and between the Sampson County Department of Social Services (the "County") and Warrick & Bradshaw, PA. (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, 2022 and shall terminate on June 30, 2023. 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 \$400,000 for the fiscal year. This amount consists of \$46,860.00 in Federal funds, \$28,140.00 in County funds for Child Support Services and \$211,250 in Federal Funds, \$16,250 in State Funds, and \$96,300 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	Lynn S. Fields, Interim Director	Name & Title	Lynn S. Fields, Interim 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	lynn.fields@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 PA	Company Name	Warrick & Bradshaw 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:

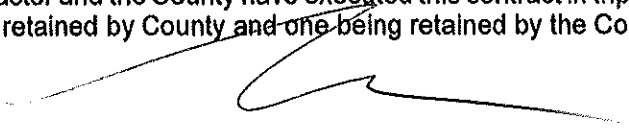
The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

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.


 6/30/22

Signature Date

Frank L. Bradshaw President

Printed Name Title

COUNTY

 6/30/2022

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

Lynn S. Fields DSS Interim 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

David K. Clack

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 #2

Federal Tax Id. 56-1134481

A. CONTRACTOR INFORMATION

- 1. Contractor Agency Name: Warrick & Bradshaw, P.A. 2. *If different* from Contract Administrator Information in General Contract: Address SAME
- 3. Name of Program (s): Attorney for Foster Care, Children's & Adult Services and Child Support Enforcement and Establishment
- 4. Status: Public Private, Not for Profit Private, For Profit
- 5. Contractor's Financial Reporting Year January 1 through December 31

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

- 1. Foster Care Services for Children - (SIS Code 100) – Attorney services to facilitate permanency planning for a child in the custody of the agency.
 - 2. Protective Services for Children – (SIS Code 210) – Attorney services to represent the agency where court action is necessary to protect children as part of protective services – (Family Services manual, Volume I, Chapter VIII).
 - 3. Protective Services for Adults – (SIS Code 200) – Attorney services to represent the agency where court action is necessary to protect adults as part of protective services – (Family Services manual, Volume IV, Chapter XVI).
 - 4. Paralegal Supervision – (App Code 359) – Monthly supervision of the agency paralegal.
- PRIMARY LEGAL SERVICES CASES FOR:**
- 5. 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:

- a. 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.)
- b. Paralegal Supervision - \$100. per month for supervision of the agency paralegal(s).
- c. Administrative Attorney Services – A rate of up to \$55. per hour for these services, not to exceed \$440. per day. Specifically, this category would include attendance at professional meetings, seminars, and the like. Travel and subsistence payments are allowable in addition to the hourly rate up to a maximum of the same rates that are applicable to the county DSS employees. However, an attorney may not be paid an hourly rate for time spent traveling.

D. Number of units to be provided:

- 2,166 Hours of legal services for Foster Care, Child Protective, and Adult Protective Services @ \$150 per hour=\$324,900
- 739 Horus of legal services for PRIMARY Child Support Establishment and Enforcement @ \$100 per hour = \$73,900
- 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.

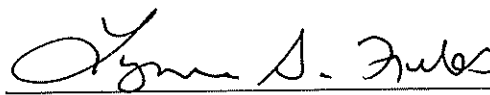
F. Area to be served/Delivery site(s):

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


Frank L. Bradshaw

Date

6/30/22


Lynn S. Fields

Date

6/30/2022

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. ~~§1604~~), 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, P.A.
Agency/Organization

6/30/22
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:

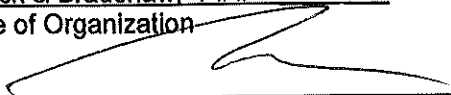
1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict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

Name of Organization



Signature - Frank L. Bradshaw

6/30/22

Date

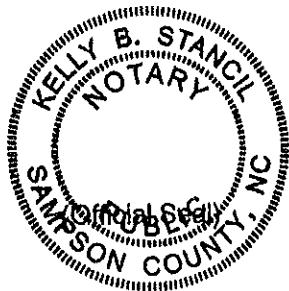
NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of Sampson

I, Kelly B. Stancil, 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, 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 ~~30th~~ 30th day of ~~JUNE~~ June, 2022..

Sworn to and subscribed before me this 30th day of JUNE, 2022



Kelly B. Stancil
Notary Public Signature

My Commission expires 8/11, 2022

**ATTACHMENT E
NO OVERDUE TAX DEBTS**

WARRICK & BRADSHAW, P.A.

P O Box 1216
Clinton, NC 28329
(910) 590-2900

July 1, 2022


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

Certification:

I certify that Warrick & Bradshaw , 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.

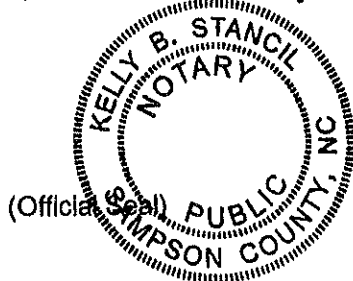
Sworn Statement:

Frank L. Bradshaw being duly sworn, say that I am the President of Warrick & Bradshaw , 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 8/1, 20 22

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." 164

ATTACHMENT F

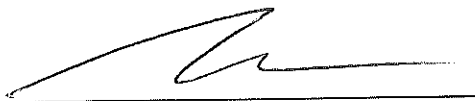
CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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	<u>President</u> _____ Title
<u>Warrick, & Bradshaw, P.A.</u> Agency/Organization	<u>6/30/22</u> 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

President

Title

Warrick & Bradshaw, P.A.
Agency/Organization

6/30/00

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 – Frank L. Bradshaw President
Title

Warrick & Bradshaw, P.A. 6/30/22
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, 2022, by and between Sampson County Department of Social Services ("Covered Entity") and Warrick & Bradshaw, 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.

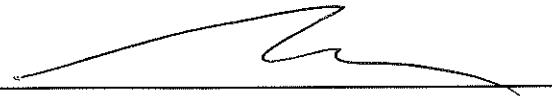
5. TERM AND TERMINATION

- 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, P.A.

Date: 6/30/22

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: Warrick & Bradshaw, P.A. 6/30/22
Signature of Contractor's Authorized Agent Date

Printed Name of Contractor's Authorized Agent Title
Frank L. Bradshaw President

Signature of Witness Title
Wendy A. Foltz Paralegal I
Printed Name of Witness Date
Wendy Foltz 6-30-2022

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, P.A.

Agency/Organization

President

Title

6/30/22

Date

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

Contract # Fiscal Year Begins July 1, 2022 Ends June 30, 2023
Attorney – Legal Services

Howard: Carr, PLLC (AC)

This contract is hereby entered into by and between the Sampson County Department of Social Services (the "County") and The Law Office of Alison G. Carr (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or is 26-4223185 .

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

- (1) This contract
- (2) State Certification (Attachment M)
- (3) Attachment B – Scope of Work
- (4) Certification Regarding Non-Discrimination, Clean Air Act, Clean Water Act (Attachment N)
- (5) Contract Determination Questionnaire

2. Effective Period: This contract shall be effective July 1, 2022 and shall terminate on June 30, 2023.

3. Contractor's Duties: The Contractor shall provide the following services for which the contracted primary attorney has a conflict:

Protective Services for Adults – (SIS Code 200) – Attorney services to represent the agency where court action is necessary to protect adults as part of protective services – (Family Services manual, Volume IV, Chapter XVI).

4. 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 50 hours OR \$5,000.00** without prior written authorization. This amount consists of \$5000.00 in Federal funds (CFDA #93.658).

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.

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	Lynn S. Fields, Interim Director	Name & Title	Lynn S. Fields, Interim 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	lynn.fields@sampsondss.net		

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	ALISON G. CARR	Name & Title	ALISON G. CARR
Company Name	HOWARD & CARR PLLC	Company Name	HOWARD & CARR PLLC
Mailing Address	P.O. BOX 81	Street Address	PO BOX 81
City State Zip	CLINTON, NC 28329	City State Zip	CLINTON, NC 28329
Telephone	910-592-1942		
Fax	910-222-3170		
Email	ALISON@HOWARDANDCARR.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:

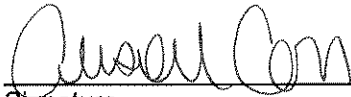
The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

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.



5/26/22

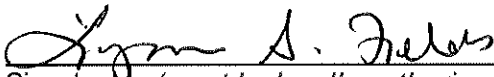
Signature

Date

Alison G. Carr
Printed Name

Owner
Title

COUNTY



5/17/2022

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

Date

Lynn S. Fields
Printed Name

DSS Interim Director
Title

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

Date

Edwin W. Causey
Printed Name

County Manager
Title

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

Signature of County Finance Officer
David K. Clack

Date

**ATTACHMENT B
SCOPE OF WORK**

Contract #

Federal Tax Id. 26-4223185

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Alison G. Carr
2. *If different* from Contract Administrator Information in General Contract: Address SAME
3. Name of Program (s): Attorney for Foster Care, Children's & Adult Services and Child Support Enforcement and Establishment
4. Status: Public Private, Not for Profit Private, For Profit
5. Contractor's Financial Reporting Year January 1 through December 31

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

1. 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).

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

Negotiated County Rate:

- a. Legal Attorney Services - \$100 hour for Adult Protective Services, Foster Care 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.)

D. Number of units to be provided:


50 Hours of legal services for Adult Protective Services @ \$100 per hour=\$5,000.00

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.



Alison G. Carr

5/26/22

Date



Lynn S. Fields

5/17/2022

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:

Alison G. Carr

Contractor's
Authorized
Agent:

Signature

Alison Carr

Date

5/26/22

Printed

Name

Alison G. Carr

Title Owner

Witness:

Signature

Lisa B. Jurlington

Date

5/26/22

Printed

Name

Lisa B. Jurlington

Title

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 (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>.

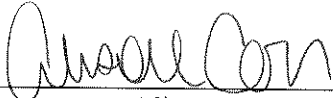
IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

- 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 – Alison G. Carr

Owner
Title

Alison G. Carr
Agency/Organization

5/20/22
Date

CONTRACT PROVIDER NAME: Alison G Carr

CONTRACT NUMBER: 54

CONTRACT PERIOD: July 1, 2022 - June 30, 2023

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

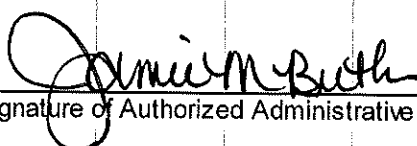
Note: The authorized individual(s) must place an X in one of the boxes below to indicate the type of contractual arrangement for this contract, then sign and date where indicated.

FINANCIAL ASSISTANCE

PURCHASE SERVICE


Signature of County Authorized Person

May 17, 2022
DATE


Signature of Authorized Administrative Individual

May 17, 2022
DATE

**Contract Amendment
Sampson County Department of Social Services**

Fiscal Year Begins July 1, 2021 Ends June 30, 2022

**Contract # 2
Amendment # 1**

SECTION I

Agency: Warrick, Bradshaw & Lockamy, P.A.
Program: Attorney-Child Welfare Legal Services
Effective Period of the Contract: July 1, 2021 – June 30, 2022

This Contract Amendment amends the contract between the Sampson County Department of Social Services (the "County") and Warrick, Bradshaw & Lockamy, P.A. (the "Contractor"). As provided for under the terms of the contract, The County and Contractor agree to amend the provision(s) indicated in Section II below.

SECTION II

Justification/Change to Contract:

With payment to attorney firm invoice for May 2022, Contractor will require an increase in authorized funds listed under this contract. Due to the volume of children entering care, the monthly attorney invoice averages \$26,000.00 per month, therefore the attorney will exceed the maximum amount of \$327,200.00 with the June ²⁰²² 2021 invoice.

This amendment changes Item #5 of the general contract as follows: **The total amount paid by the County to the Contractor under this contract shall not exceed \$400,000.00 for the contract period.**

SECTION III

All other terms and conditions set forth in the original contract shall remain in effect for the duration of the contract. The contract specified above is amended by this Contract Amendment effective June 30, 2022.

Contractor


By: Frank L. Bradshaw

Title: President

Date: 6/7/22

DSS Director


By: Lynn Fields

Title: Interim DSS Director

Date: 05/10/22

County Manager


By: Edwin W. Causey

Title: County Manager

Date: _____

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

Attest:

County: David K. Clack

Title: Finance Director

Signature: _____

Date: _____

**Contract #7 Fiscal Year Begins July 1, 2022 Ends June 30, 2023
Juvenile Court Officer/Investigator**

This contract is hereby entered into this **1st day of July, 2022** 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, 2022**, and shall exist and continue in effect until the **30th day of June, 2023**, 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 \$91,597**(See Attachment B). **This amount consists of \$45,798. in Federal funds (CFDA #93.658), \$22,899 in State Funds, \$22,899 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 $\frac{1}{3}^{\text{rd}}$ 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 duly given by their respective governing board.

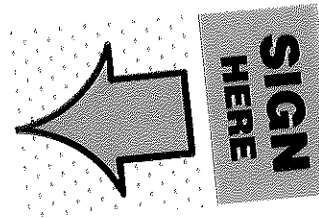
BY: 

JIMMY THORNTON
SHERIFF

BY: 

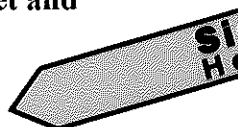
LYNN S. FIELDS
DEPARTMENT OF SOCIAL SERVICES

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: _____
DAVID K. CLACK
FINANCE OFFICER

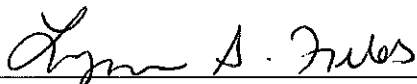


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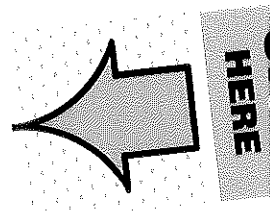
BY: 

JIMMY THORNTON
SHERIFF

BY: 

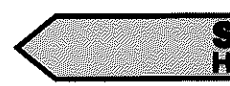
LYNN S. FIELDS
DEPARTMENT OF SOCIAL SERVICES

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: _____
DAVID K. CLACK
FINANCE OFFICER

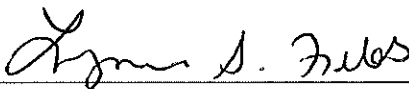


11. The parties to this Contract agree and understand that the payment of sums required by the positions in this Contract is dependent and contingent upon and subject to the appropriation, allocation and availability of funds for this purpose to the Department of Social Services and Sampson County.

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 duly given by their respective governing board.

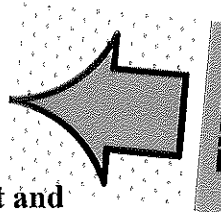
BY: 

JIMMY THORNTON
SHERIFF

BY: 

LYNN S. FIELDS
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: _____
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 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

**Sheriff/DSS Agreement - Juvenile
 FY 2021-2022**

Description	Rate	Worley
Salary	<i>Yearly</i>	\$52,500
Fica	<i>0.062</i>	\$3,255
Medicare	<i>0.0145</i>	\$761
LE Retirement	<i>0.0864</i>	\$6,846
401K	<i>0.05</i>	\$2,625
Insurance	<i>734./mo.</i>	\$10,620
Dental	<i>30./mo.</i>	\$384
Cafeteria	<i>Yearly</i>	\$60
Workers Comp.	<i>0.034</i>	\$1,489
Liability Ins.	<i>Yearly</i>	\$538
Employee Asst.	<i>Yearly</i>	\$12
<i>Salary & Benefits Subtotal</i>		<i>\$79,090</i>
Annual CAC Conference	<i>Yearly</i>	\$450
Uniforms	<i>Yearly</i>	\$830
Batteries	<i>Yearly</i>	\$45
Pepper Spray	<i>Yearly</i>	\$28
Cell Phone	<i>Yearly</i>	\$460
Gas (\$1,000 x 12)	<i>Yearly</i>	\$10,000
Tires	<i>Yearly</i>	\$550
Oil Changes	<i>Yearly</i>	\$144
<i>Training, Uniforms & Equipment Subtotal</i>		<i>\$12,507</i>
Yearly Total		\$91,597

MONTHLY INVOICE TO BE SUBMITTED FOR:		
Monthly Child Prot. Serv.	\$7,633	For 12 Months

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 82.510. 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

06-30-2022
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

Jimmy Thornton
Signature - Jimmy Thornton

6-30-2022

Date

NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of Sampson

I, Roxanne Prins, 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 30th day of June, 2022.

Sworn to and subscribed before me this 30th day of June, 2022



Roxanne Prins
Notary Public

My Commission expires 09-26- 2024

ATTACHMENT F

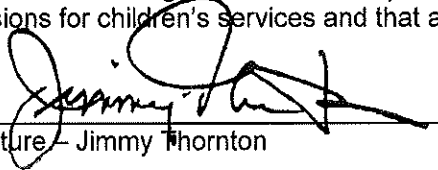
CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

11-30-2022
Date

(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.

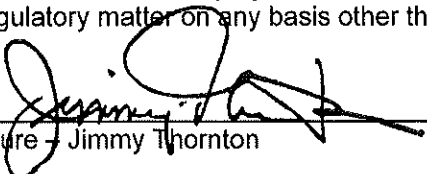
- (1) Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof,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

10-30-2022

Date

(Certification signature should be same as Contract signature.)

ATTACHMENT H

Sampson County Department of Social Services/Human Services

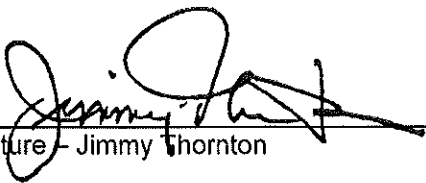
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

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

6-30-2022
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, 2022, 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: 6-30-2022

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

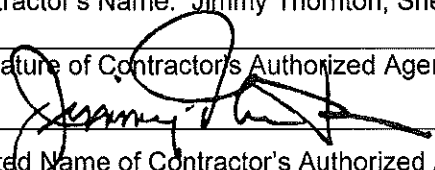
Certifications

- (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 I felony.

Contractor's Name: Jimmy Thornton, Sheriff of Sampson County.

Signature of Contractor's Authorized Agent

Date



10-30-2022

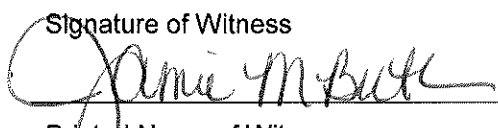
Printed Name of Contractor's Authorized Agent
Jimmy Thornton

Title
Sheriff

Signature of Witness

Title

County Social Services Business Officer I



Printed Name of Witness
Jamie M Butler

Date

10-30-22

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>.

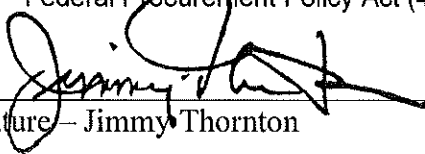
IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

- 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

6-30-2022
Date

CONTRACT PROVIDER NAME: Jimmy Thornton, Sheriff of Sampson County

CONTRACT NUMBER: 7

CONTRACT PERIOD: July 1, 2022 - June 30, 2023

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

DATE

Signature of Authorized Administrative Individual

DATE

**Contract #6 Fiscal Year Begins July 1, 2022 Ends June 30, 2023
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, 2022 and shall terminate on June 30, 2023. 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	Lynn S Fields, Interim Director	Name & Title	Lynn S. Fields, Interim 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	lynn.fields@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.

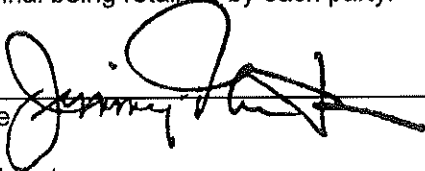
12. Outsourcing to Other Countries:

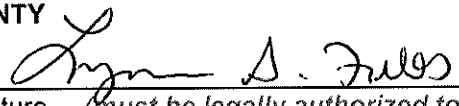
The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

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 6-30-2022
Jimmy Thornton Printed Name Title
Sheriff

COUNTY
Signature  Date 6/30/22
(must be legally authorized to sign contracts for DSS)
Lynn S. Fields Printed Name Title
DSS Interim 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.

Signature of County Finance Director Date
David K. Clack

- (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.

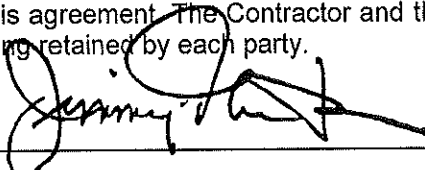
12. Outsourcing to Other Countries:

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13. Federal Certifications:

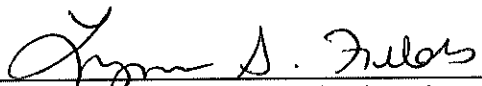
Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment,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

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6-30-2022

 Signature Date
 Jimmy Thornton Sheriff
 Printed Name Title

COUNTY


6/30/2022

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

Lynn S. Fields DSS Interim 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

- (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.

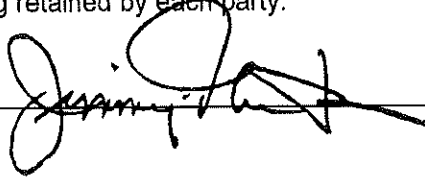
12. Outsourcing to Other Countries:

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.

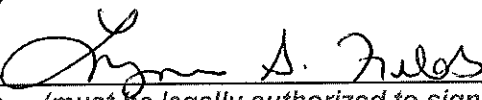
13. Federal Certifications:

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.

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Signature  Date 6-30-2022
Jimmy Thornton Sheriff
Printed Name Title

COUNTY

Signature  Date 6-30-22
(must be legally authorized to sign contracts for DSS)

Lynn S. Fields DSS Interim 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 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 deliverables

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

1. Contractor Agency Name: Jimmy Thornton, Sheriff of Sampson County
2. *If different* from Contract Administrator Information in General Contract: Address SAME
3. Name of Program (s): Child Support Civil Officer 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 and to whom (include SIS Service Code):

1. 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.
2. Perform "Round-Ups" of Outstanding Orders for Arrest as needed each year.
3. 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.
4. 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.
5. Provide monthly reports of logs of Service of Process completed and/or Returns on Sampson County Child Support Documents.
6. 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.
7. Maintain a 90% Service of Process rate of Sampson County Child Support Legal Documents.
8. That the Sheriff agrees to comply with all requirements of Sections of Chapter 110 of the North Carolina General Statutes and the unites 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:

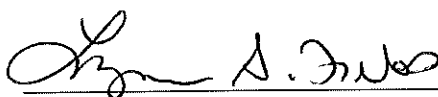
4349.83 Hours

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.



Lynn S. Fields

Date

6/30/2022



Jimmy Thornton

Date

6-30-2022

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

6-30-2022
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:

Jimmy Thornton, Sheriff of Sampson County
Name of Organization

Jimmy Thornton
Signature - Jimmy Thornton

6-30-2022
Date

NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of Sampson

I, Roxanne Prins, 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 30th day of June, 2022.

Sworn to and subscribed before me this 30th day of June, 2022



Roxanne Prins
Notary Public Signature

My Commission expires 09-26-, 2024

ATTACHMENT F

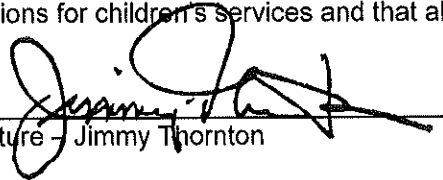
CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

6-30-2022
Date

(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.

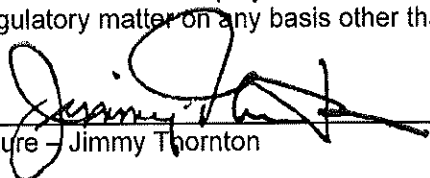
- (1) Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof,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

Jimmy Thornton, Sheriff of Sampson County
Agency/Organization

Sheriff
Title

6-30-2022
Date

(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

6-30-2022
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, 2022, 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: 6-30-2022

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 I felony.

Contractor's Name: Jimmy Thornton, Sheriff of Sampson County.

Signature of Contractor's Authorized Agent

Date

6-30-2022

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

Date

Jamie M Butler

6-30-22

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>.

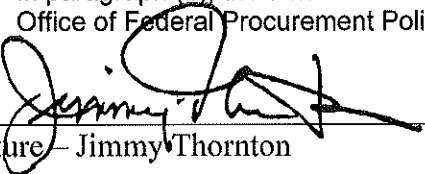
IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

- 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

6-30-2022
Date

(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, 2022 - June 30, 2023

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	Purchase of Service
		YES	NO
1	Does the provider determine eligibility?		5
2	Does the provider provide administrative functions such as Develop program standards procedures and rules?		5
3	Does the provider provide administrative functions such as Program Planning?		5
4	Does the provider provide administrative functions such as Monitoring?		5
5	Does the provider provide administrative functions such as Program Evaluation?		5
6	Does the provider provide administrative functions such as Program Compliance?		5
7	Is provider performance measured against whether specific objectives are met?		5
8	Does the provided have responsibility for programmatic decision making?		5
9	Is the provider objective to carry out a public purpose to support an overall program objective?		5
10	Does the provider have to submit a cost report to satisfy a cost reimbursement arrangement?		5
11	Does the provider have any obligation to the funding authority other than the delivery of the specified goods/services?		5
12	Does the provider operate in a noncompetitive environment?		5
13	Does the provider provide these or similar goods and/or services only to the funding agency?		5
14	Does the provide these or similar goods and/or services outside normal business operations?		5
TOTAL		0	70

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

FINANCIAL ASSISTANCE

PURCHASE SERVICE

Signature of County Authorized Person

DATE

Signature of Authorized Administrative Individual

DATE

**Contract # 1 Fiscal Year Begins July 1, 2022 Ends June 30, 2023
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, 2022 and shall terminate on June 30, 2023. 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	Lynn S Fields, Interim Director	Name & Title	Lynn S Fields, Interim 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	lynn.fields@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:

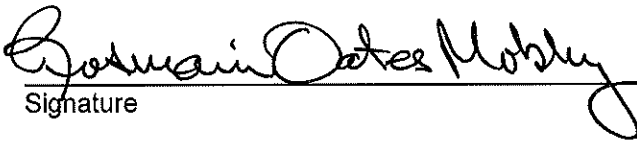
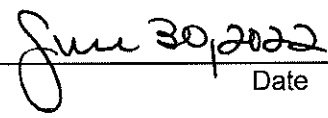
Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment,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

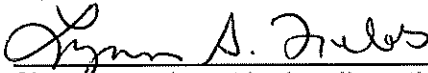
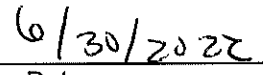
15. Signature Warranty: The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

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

Rosemarie Oates-Mobley Transportation Director
 Printed Name Title

COUNTY

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

Lynn S. Fields DSS Interim 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 248 Date

- (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:

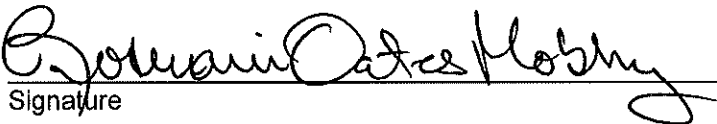
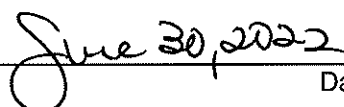
Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment,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

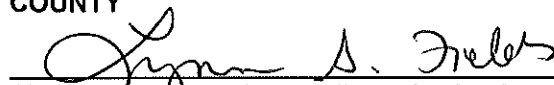
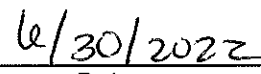



Signature _____ Date _____

Rosemarie Oates-Mobley _____ Transportation Director _____

Printed Name _____ Title _____

COUNTY

Signature _____ Date _____

Lynn S. Fields _____ DSS Interim Director _____

Printed Name _____ Title _____

Signature _____ Date _____

Edwin W. Causey _____ County Manager _____

Printed Name _____ Title _____

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

Signature of County Finance Director _____ 249 _____ Date _____

- (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.

Rosemarie Oates Mobley June 30, 2022
 Signature Date

Rosemarie Oates-Mobley Transportation Director
 Printed Name Title

COUNTY

Lynn S. Fields 6/30/2022
 Signature (must be legally authorized to sign contracts for DSS) Date

Lynn S. Fields DSS Interim 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 250 Date

**Attachment A
General Terms and Conditions**

Relationships of the Parties

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

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

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

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

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

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

Indemnity and Insurance

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

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

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

The Contractor is not required to provide and maintain automobile liability insurance

on any vehicle – owned, hired, or non-owned -- unless the vehicle is used in the performance of this contract.

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

Transportation of Clients by Contractor:

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

Default and Termination

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

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written

notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

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

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

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

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

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

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

Compliance with Applicable Laws

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

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

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

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

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

Trafficking Victims Protection Act of 2000 :

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

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

Confidentiality

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

Oversight

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

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

MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

Warranties and Certifications

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

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

E-Verify

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

Miscellaneous

Choice of Law: The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be the county in which the contract originated. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be the county where the contract originated, where all matters, whether sounding

in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

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

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

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

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

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

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

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

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

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

**ATTACHMENT B
SCOPE OF WORK**

Contract #1

Federal Tax Id. 56-6000338

A. CONTRACTOR INFORMATION

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

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

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

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

- SAT will notify DSS within 35 days of the date of a request full and complete information concerning the ownership of any subcontractors with whom a transaction totaling more than \$25,000.00 during the 12 month period ending on the date of the request and of any significant business transactions between the SAT and any wholly owned supplier/subcontractor during the 5 year period ending on the date of the request.
- All books and records maintained by SAT pertaining to this agreement will be open and made available for on-site monitoring by DSS and all other levels of State and Federal personnel during normal business hours and upon reasonable notice for the purpose of inspections and audits.
- SAT shall report information to DSS for each recipient who fails to be available for a scheduled transportation pick up (no-shows) on a daily basis, and information about cancellations on a monthly basis. DSS does not pay for no-shows or driver wait time.
- SAT shall record and provide to DSS a record of all recipient complaints which deal with matters under the SAT's control. The record shall contain the recipient's name, recipient's Medicaid identification number, date the complaint was made, the nature of the complaint and what steps were taken to resolve the complaint.
- SAT will have a written policy and procedure regarding how drivers handle and report incidents, including client emergencies, vehicle breakdowns, accidents and other service delays.
- SAT will use the provided transportation billing codes on invoices to DSS that are submitted for payment of services provided.
- DSS will export detailed CTS referrals to SAT by 4:00 pm every workday the agency is open and three days in advance. Referrals will be exported to SAT via CTS within three days for all in county trips and five days for all out of county trips. DSS and SAT agree to adhere to the current out-of-county schedule, but is not limited to only transport on these dates (clients will be transported to out-of-county appointments if it is the only day of the week the doctor is in their office or an urgent request by the medical provider).
 - The CTS referral will include the name of the client, client's Medicaid ID number, date of trip request, appointment time, medical provider destination, and any special needs; i.e., client requires an attendant, ambulatory needs, or time limitations. DSS may make additional request by telephone and follow up with an exported and faxed referral for same day travel that are considered urgent request by the client's medical provider.
- SAT will ensure that only services and stops for the Medicaid Transportation recipient will be provided as specified on the transportation referral.
- SAT must ensure all local oncology and dialysis patients are picked up no later than one hour (60 minutes) after notifying SAT they are ready for pick up.
- DSS will arrange for an attendant to assist a client when deemed medically necessary by a physician. At other times, SAT is required to provide minimal assistance to clients, when needed.
- SAT must use proper judgment in meeting the needs of DSS clients. Although frequent stops are not acceptable, the client's request to stop at a restroom or to attend to other urgent health matters would be acceptable.
- All SAT employees that will be transporting DSS clients to medical providers will have approved official forms of identification (County badge and reflective vest). SAT must maintain an adequate fleet of vehicles and drivers to accommodate the needs of DSS clients. As the demand for utilization increases, the fleet and drivers must increase proportionately. The fleet of vehicles must be properly equipped to meet the special needs of all DSS clients. The fleet should be equipped to transport wheelchairs, motorized scooters and any other device or equipment utilized by DSS clients.
- SAT will provide initial and ongoing training to all of their staff on acceptable customer service and ethical behavior.
- SAT will maintain all vehicles used at all times to provide this service in a safe and operable condition. Safe and operable condition means the vehicle must be able to pass a North Carolina safety inspection at all time and have working heat and air conditioning. All vehicles must be furnished with telephones or radios for emergency situations. Vehicles transporting clients covered by this contract must have decals that identify the contractor. When transporting DSS clients, all federal and state requirements must be followed concerning child restraints. Further, SAT shall comply with all applicable laws, ordinances, codes, rules, and regulations in performing the service called for in this agreement. This includes respecting the confidentiality rights of DSS clients. SAT must also comply with Title VI of the Civil Rights Act of 1964 as provided in 45 C.F.R. Section 80.3(b), that reads "A recipient under any program to which this part applies may not, directly or through contractual or other arrangements, on grounds of race, or color, or national origin: Deny an individual any service, financial aid, or other benefit provided under this program, or provide any service, financial aid, or other benefit to an individual which is different, or is provided in a different manner, from that provided to others in the program. In complying with Title VI of the Civil Rights Act of 1964, SAT must ensure that effective bilingual/interpreter services and or telephone language lines are provided to serve the needs of DSS limited English-speaking clients.
- SAT will meet quarterly with DSS to discuss and resolve any issues between either party.

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

Negotiated County Rate - \$2.95 per reimbursable mile for all trips that fall within SAT's out-of-county schedule.
\$3.50 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:

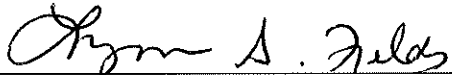
Estimated: 183,400 reimbursable miles @ \$2.95 not to exceed \$541,030.00 for this contract period.
20,000 reimbursable miles @ \$3.50, not to exceed \$7,000.00 for this contract period.

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.



Lynn S. Fields

6/30/2022

Date



Rosemarie Oates- Mobley

June 30, 2022

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.

Rosemarie Oates Mobley Transportation Director
Signature – Rosemarie Oates- Mobley Title

Sampson Area Transportation June 30, 2022
Agency/Organization Date

(Certification signature should be same as Contract signature.)

ATTACHMENT D

Conflict of Interest Policy

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

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

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

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

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

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

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

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

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

Approved by:

Sampson Area Transportation
Name of Organization

Rosemarie Oates Mobley
Rosemarie Oates-Mobley

June 30, 2022
Date

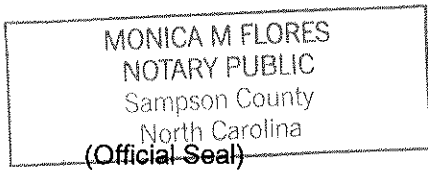
NOTARIZED CONFLICT OF INTEREST POLICY

State of North Carolina

County of Sampson

I, Monica M Flores, Notary Public for said County and State, certify that Rosemarie Oates-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 30th day of June, 2022.

Sworn to and subscribed before me this 30th day of June, 2022



Monica M Flores
Notary Public Signature

My Commission expires September 10, 20 22

ATTACHMENT F

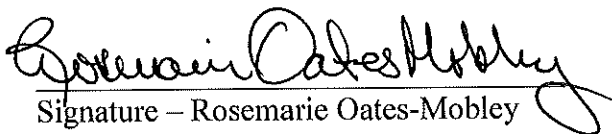
CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

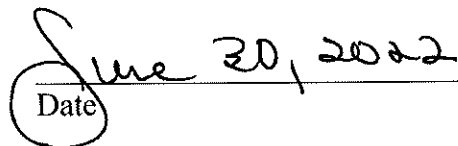
Sampson County Department of Social Services

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

 _____
Signature – Rosemarie Oates-Mobley Transportation Director
Title

Sampson Area Transportation _____
Agency/Organization  _____
Date

Attachment G

Certification Regarding Lobbying

Sampson County Department of Social Services

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

Notwithstanding other provisions of federal OMB Circulars-CFR Title 2, Grants and Agreements, Part 200, costs associated with the following activities are unallowable:

Paragraph A.

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

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

Paragraph B.

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

Paragraph C.

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

Paragraph D.

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


Signature – Rosemarie Oates-Mobley

Transportation Director
Title

Sampson Area Transportation
Agency/Organization

June 30, 2022
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.

Rosemarie Oates Mobley Transportation Director
Signature – Rosemarie Oates- Mobley Title

Sampson Area Transportation
Agency/Organization

June 30, 2022
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, 2022, by and between Sampson County Department of Social Services ("Covered Entity") and Sampson Area Transportation ("Business Associate") (collectively the "Parties").

1. BACKGROUND

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

2. DEFINITIONS

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

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

3. OBLIGATIONS OF BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- g. Business Associate agrees, at the request of the Covered Entity, to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526.
- h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Sampson County Department of Social Services, in a time and manner designated by the Secretary, for purposes of the Sampson County Department of Social Services determining Covered Entity's compliance with the Privacy Rule.
- i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, and to provide this information to Covered Entity or an Individual to permit such a response.

4. PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Contract permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure:
 - 1) would not violate the Privacy Rule if done by Covered Entity; or
 - 2) would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information as necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

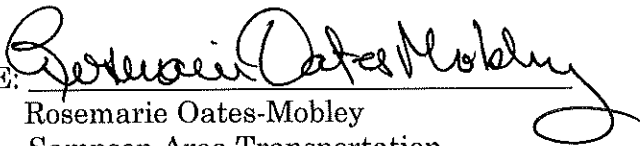
- c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that:
 - 1) disclosures are Required By Law;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

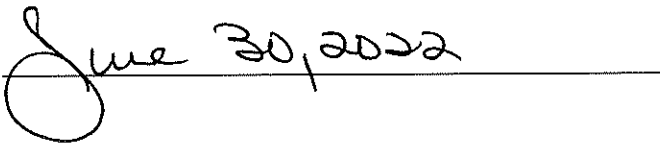
5. TERM AND TERMINATION

- a. **Term.** This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
 - 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
 - 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.
- c. **Effect of Termination.**
 - 1) Except as provided in paragraph (2) of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - 2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. GENERAL TERMS AND CONDITIONS

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

SIGNATURE: 
Rosemarie Oates-Mobley
Sampson Area Transportation

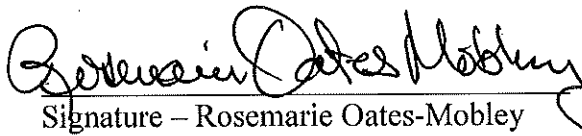
Date: 

ATTACHMENT J
CERTIFICATION REGARDING TRANSPORTATION

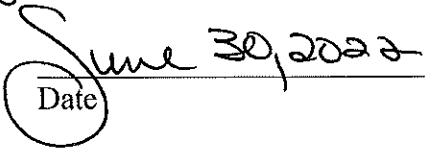
Sampson County Department of Social Services

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)*.

 Transportation Director
Signature – Rosemarie Oates-Mobley Title

Sampson Area Transportation
Agency/Organization

 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 Rosemarie Oates Mobley Date June 30, 2022
Printed Name Rosemarie Oates-Mobley Title Transportation Director

Witness: Signature Linda Weeks Greene Date June 30, 2022
Printed Name Linda Weeks Greene Title Net Tech IV

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 ²⁷⁴ require 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)).

Rosemarie Oates Mobley Transportation Director
Signature – Rosemarie Oates-Mobley Title

Sampson Area Transportation June 30, 2022
Agency/Organization Date

CONTRACT PROVIDER NAME: Sampson Area Transportation

CONTRACT NUMBER: 1

CONTRACT PERIOD: July 1, 2022 to June 30, 2023

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

DATE

Signature of Authorized Administrative Individual

DATE

Revised effective 7-1-2013



Sampson County Finance Department
David K. Clack, Finance Officer

MEMORANDUM

TO: Board of Commissioners

FROM: David K. Clack, Finance Officer

DATE: June 30, 2022

SUBJECT: Audit Contract for FY 21-22 Audit

Enclosed is the audit contract for the fiscal year ending June 30, 2022. The price for the audit is \$60,000 and is \$5,000 more than the prior year.

We respectfully request that the Board approve the audit contract.

The	Governing Board BOARD OF COMMISSIONERS
of	Primary Government Unit SAMPSON COUNTY
and	Discretely Presented Component Unit (DPCU) (if applicable) N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name W GREENE PLLC
	Auditor Address PO BOX 160, WHITEVILLE, NC 28472

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/22	Audit Report Due Date 10/31/22
-----	--------------------------------	-----------------------------------

Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.
7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.)[G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and Governmental Auditing Standards, 2018 Revision (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Governmental Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: Auditor Governmental Unit Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:	Title and Unit / Company:	Email Address:
DAVID K. CLACK	FINANCE OFFICER	davec@sampsonnc.com

OR Not Applicable (Identification of SKE Individual not applicable for GAAS-only audit or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. Should the 75% cap provided below conflict with the cap calculated by LGC Staff based on the billings on file with the LGC, the LGC calculation prevails. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

PRIMARY GOVERNMENT FEES

Primary Government Unit	SAMPSON COUNTY
Audit Fee	\$ 50,000
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$
Writing Financial Statements	\$ 10,000
All Other Non-Attest Services	\$
75% Cap for Interim Invoice Approval <i>(not applicable to hospital contracts)</i>	\$ 37,500.00

DPCU FEES (if applicable)

Discretely Presented Component Unit	N/A
Audit Fee	\$
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$
75% Cap for Interim Invoice Approval <i>(not applicable to hospital contracts)</i>	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* W GREENE PLLC	
Authorized Firm Representative (typed or printed)* M. WADE GREENE, CPA	Signature*
Date*	Email Address* WGREENE@GREENECOCPA.COM

GOVERNMENTAL UNIT


Governmental Unit* SAMPSON COUNTY	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S.159-34(a) or G.S.115C-447(a))	
Mayor/Chairperson (typed or printed)* SUE L. LEE, CHAIRPERSON	Signature*
Date	Email Address SLEE@SAMPSONNC.COM

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

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

Primary Governmental Unit Finance Officer* (typed or printed) DAVID K. CLACK	Signature* 
Date of Pre-Audit Certificate* 6/30/2022	Email Address* DAVEC@SAMPSONNC.COM

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU*	
N/A	
Date DPCU Governing Board Approved Audit Contract* (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

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

DPCU Finance Officer (typed or printed)*	Signature*
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all required signatures prior to submission.

PRINT

PO Box 160
251 Washington Street
Whiteville NC 28472
P. 910-207-6564
F. 910-207-6519



January 1, 2022

County of Sampson
406 County Complex Road
Clinton, North Carolina 28328

To the Board of County Commissioners and Management:

We are pleased to confirm our understanding of the services we are to provide County of Sampson for the year ended June 30, 2022.

Audit Scope and Objectives

We will audit the financial statements of governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements of County of Sampson as of and for the year ended June 30, 2022. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement County of Sampson's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the County of Sampson's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI, if applicable, is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis

- Schedule of Changes in Total Pension Liability - Law Enforcement Officers' Special Separation Allowance
- Schedule of Total Pension Liability as a Percentage of Covered Payroll (LEO)
- Schedule of Changes in the Net OPEB Liability and Related Ratios (HCB)
- Schedule of County's Contributions (OPEB)
- Schedule of County's Proportionate Share of Net Pension Liability (Asset) (LGERS)
- Schedule of County's Contribution (LGERS)
- Schedule of County's Proportionate Share of Net Pension Liability (Asset) (ROD)
- Schedule of County's Contributions (ROD)

We have also been engaged to report on supplementary information other than RSI that accompanies County of Sampson's financial statements. We will subject the following supplementary information, if applicable, to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- Schedule of expenditures of federal and state awards.
- Combining and individual fund financial statements.
- Budgetary and other schedules.

In connection with our audit of the basic financial statements, we will read the following other information, if applicable, and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- Introductory information.
- Statistical sections.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your

financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objective also includes reporting on:

- Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine

whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors. In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements

applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of County of Sampson's compliance with the provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedure will consist of tests of transactions and other applicable procedures described in the OMB *Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of County of Sampson's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on County of Sampson's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal and state awards, and related notes of County of Sampson in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with

Government Auditing Standards. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal and state awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal and state awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal and state awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal and state awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, the Finance Officer, with suitable skill, knowledge, and experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal and state awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and state awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal and state awards, all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will also require certain written representations from you about the financial statements; schedule of expenditures of federal and state awards; federal and state award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on the date of field work.

You are responsible for identifying all federal and state awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal and state awards (including notes and noncash assistance received, and COVID-19 related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal and state awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and state awards. You also agree to include the audited financial statements with any presentation of schedule of expenditures of federal and state awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and state awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal and state awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and state awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations

resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the website with the original document.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations and schedules we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to County of Sampson; however, management is responsible for distribution of reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our report are to be made available for public inspection.

The audit documentation for this engagement is the property of W Greene, PLLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Regulator or its designee, a federal and state agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of W Greene, PLLC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Oversight Agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately August 1, 2022. M. Wade Greene, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

To ensure that W Greene PLLC's independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses will not exceed \$50,000 for the audit and \$10,000 for the preparation of the financial statements. However, any additional fees incurred in obtaining required audit evidence (i.e. bank confirmations) will be billed directly to the County. Our standard hourly rates vary according to the degree of

responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all our-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

Reporting

We will issue written reports upon completion of our Single Audit. Our report will be addressed to the Management and the Board of County of Sampson. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate paragraph, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue reports, or withdrawing from the engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that

testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to County of Sampson and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Wade Greene

M. Wade Greene, CPA
W Greene, PLLC

RESPONSE:

This letter correctly sets forth the understanding of County of Sampson.

Management signature: Paul McCl

Title: Finance Officer

Date: 6/30/2022

Governance signature: _____

Title: _____

Date: _____



Sampson County Finance Department
David K. Clack, Finance Officer

MEMORANDUM

TO: Board of Commissioners

FROM: David K. Clack, Finance Officer

DATE: June 30, 2022

SUBJECT: Surplus Weapon for Retiring Personnel

The Sheriff's Department has requested that we declare the service weapon used by Barry Britt as surplus and allow it to be transferred to the retiring employee. The weapon is a Sig Sauer P226 pistols, serial number 47A065117.

We respectfully recommend that the Board approve this request.

NORTH CAROLINA'S
SAMPSON COUNTY
OFFICE OF EMERGENCY SERVICES

MEMORANDUM:

TO: Susan Holder
FROM: Rick Sauer, Emergency Services Director
DATE: June 21, 2022
SUBJECT: EMS Franchise Recommendation

On June 21, 2022, the EMS Franchise Ordinance Committee met to review an application from Sampson Regional Medical Center, 607 Beaman St., Clinton, NC to operate an ambulance in Sampson County. After reviewing the application and accompanying documents, the EMS Franchise Ordinance Committee unanimously voted to recommend to the Sampson County Board of Commissioners to permit Sampson County Regional Medical Center to operate an ambulance in Sampson County. I respectfully request this recommendation be added to the consent agenda for the next Board of Commissioners meeting.



107 Underwood Street | Clinton, NC 28328

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

RESOLUTION BY GOVERNING BODY OF RECIPIENT

WHEREAS, the County of Sampson has received an earmark for the American Rescue Plan (ARP) funded from the State Fiscal Recovery Fund established in S.L. 2021-180 to assist eligible units of government with meeting their water/wastewater infrastructure needs, and

WHEREAS, the North Carolina Department of Environmental Quality has offered American Rescue Plan (ARP) funding in the amount of \$1,717,000 to perform work detailed in the submitted application, and

WHEREAS, the County of Sampson intends to perform said project in accordance with the agreed scope of work,

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

That the County of Sampson does hereby accept the American Rescue Plan Grant offer of \$1,717,000.

That the County of Sampson does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to.

That Edwin W. Causey, County Manager, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with this project; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

Adopted this the 11th day of July, 2022.

Sue L. Lee, Chairman
Board of Commissioners

ATTEST:

Susan J. Holder, Clerk to the Board

June 20, 2022

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

SUBJECT: Offer & Acceptance for ARP Funding
Project No. SRP-D-ARP-0002
Clement Area Water System Expansion
Clinton, NC

Dear Mr. Causey:

Sampson County has been approved for an American Rescue Plan (ARP) funding from the State Fiscal Recovery Fund in the amount of **\$1,717,000**. Projects funded from the State Fiscal Recovery Funds established in S.L. 2021-180 must meet applicable federal law and guidance for the ARP funds. Accordingly, enclosed is a copy of an offer-and-acceptance document, extending ARP funding in the amount of \$1,717,000. This offer is made by the Division of Water Infrastructure (DWI), subject to the assurances and conditions set forth in the enclosed offer-and-acceptance document. Funds will not be disbursed unless this offer is accepted.

Upon your acceptance, please submit the following items to Mark Hubbard, Division of Water Infrastructure (DWI), 1633 Mail Service Center, Raleigh, North Carolina 27699-1633:

1. A resolution (sample copy attached), adopted by the governing body, accepting the offer, and making the applicable assurances contained therein;
2. One (1) copy of the original offer-and-acceptance document, executed by the Authorized Representative for the project, along with the signed "Standard Conditions and Assurances" for ARP Projects. **Please retain the second copy for your files.**
3. Federal Identification Number and Unique Entity ID # of the Recipient (Memo attached)
4. Sales Tax Certification (attached)

Once construction of the subject project has commenced, the enclosed “reimbursement request form” must be completed and submitted with all reimbursement requests. You are free to reproduce this form should additional copies be needed.

In addition, a memorandum requesting your federal identification number has been included with this offer of funding. You must complete and submit this form no later than the time when you choose to submit your first request for reimbursement.

On behalf of the Department of Environmental Quality, I am pleased to extend this offer of ARP funds, made available by the North Carolina Fiscal Recovery Fund. Should you have any questions concerning this offer of funding, or any of the stipulations outlined in this letter, please contact Mark Hubbard, DWI’s Grant Management Unit Supervisor, at 919.707.9162.

Sincerely,



Shadi Eskaf., Director
Division of Water Infrastructure, NCDEQ

Enclosures: Offer-and-Acceptance Document
Resolution by Applicant’s Governing Body to Accept an Offer of Funding
Fed ID/ Unique Entity ID # Request Memo
Sales-Tax Certification Form
Reimbursement Request Form

CC: Linwood Reynolds, Sampson County
Jackie Moore
Pam Whitley
FILE: ARP Project File (COM_LOX)

**STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF WATER INFRASTRUCTURE**

Funding Offer and Acceptance

Legal Name and Address of Award Recipient

Sampson County
406 County Complex Road
Clinton, NC 28328

Project Number:

SRP-D-ARP-0002

CFDA Number:

21.027

Funding Program

Drinking Water	<input checked="" type="checkbox"/>	Additional Amount for Funding Increases	Previous Total	Total Offered
Wastewater	<input type="checkbox"/>			
State Revolving Fund (SRF)	<input type="checkbox"/>			
State Reserve Loan (SRP)	<input type="checkbox"/>			
State Reserve Grant (SRP)	<input type="checkbox"/>			
State Grant Appropriation (SAP)	<input type="checkbox"/>			
American Rescue Plan Act (ARPA)	<input checked="" type="checkbox"/>			\$1,717,000

Project Description:

Clement Area Water System Expansion

Total Financial Assistance Offer:

\$1,717,000

Total Project Cost:

\$1,717,000

Estimated Closing Fee*:

na

For Loans

Principal Forgiveness:

\$0

Interest Rate:

0.0% Per Annum

Maximum Loan Term:

0 Years

**Estimated closing fee calculated based on grant and loan amount.*

Pursuant to North Carolina General Statute 159G:

- The applicant is eligible under Federal and State law,
- The project is eligible under Federal and State law, and
- The project has been approved by the Department of Environmental Quality as having sufficient priority to receive financial assistance,

The Department of Environmental Quality, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document.

For The State of North Carolina:

**Shadi Eskaf, Director, Division of Water Infrastructure
North Carolina Department of Environmental Quality**

	<u>6/21/2022</u>
Signature Jon Risgaard for Shadi Eskaf	Date

On Behalf of:

Sampson County

Name of Representative in Resolution:

Title (Type or Print):

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this Financial Award Offer and will comply with the Assurances and the Standard Conditions.

Signature	Date
-----------	------

STANDARD CONDITIONS

1. Acceptance of this Funding Offer does not exempt the Recipient from complying with requirements stated in the U.S. Treasury's [Final Rule](#) for the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) and the [SLFRF Compliance and Reporting Guidance](#) not explicitly referred to in this document and any future requirements implemented by the U.S Treasury.
2. Acquisition of Real Property must comply with all applicable provisions of the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (PL 92-646), as amended. The applicant shall certify that it has or will have a fee simple or such other estate or interest in the site of the project, including necessary easements and rights-of-way, to assure undisturbed use and possession for the purpose of construction and operation for the estimated life of the project using a certification form provided by DEQ.
3. Specific MBE/WBE (DBE) forms and instructions are provided that are to be included in the contract specifications. These forms will assist with documenting positive efforts made by recipients, their consultants and contractors to utilize disadvantaged businesses enterprises. Such efforts should allow DBEs the maximum feasible opportunity to compete for subagreements and subcontracts to be performed. Documentation of efforts made to utilize DBE firms must be maintained by all recipients, and construction contractors, and made available upon request.
4. Subrecipients shall fully comply with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons," as implemented and supplemented by 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Subrecipients may access suspension and debarment information at: <http://www.sam.gov>. This system allows subrecipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance.
5. Projects with a total cost of \$10,000,000 or more must meet U.S. Treasury requirements for prevailing wage rates, project labor agreements, and related requirements. Recipients can either certify meeting the requirements or provide plans and reports as the [SLFRF Compliance and Reporting Guidance](#) specifies.
6. The Uniform Guidance 2 CFR 200.317 through 2 CFR 200.327 gives minimum requirements for procurement, with 2 CFR 200.319(b) addressing engineering services procurement guidelines. ARPA-funded projects must also adhere to North Carolina State law, specifically NC General Statute 143-64.31, Article 3D Procurement of Architectural, Engineering, and Surveying (A/E) Services. NCGS 143-64.32 cannot be used to exempt funding recipients from a qualification-based selection for A/E. The State provides applicable certification forms that must be completed prior to receiving funds for any engineering services covered under this funding offer.
7. Local government units designated as distressed must complete associated requirements of statute §159G-45(b).
8. Funds made available by the ARPA that are not disbursed to the entity accepting the funds in this document by December 31st, 2026, will no longer be available for the project. Unused Federal funds will revert from the State of North Carolina to the U.S. Treasury.

ASSURANCES

1. The Applicant intends to construct the project or cause it to be constructed to final completion in accordance with the Application approved for financial assistance by the Division.
2. The Applicant is responsible for paying for the costs ineligible for ARPA funding.
3. The construction of the project, including the letting of contracts in connection therewith, conforms to the applicable requirements of State and local laws and ordinances.
4. The Applicant will provide and maintain adequate engineering supervision and inspection.
5. The recipient agrees to establish and maintain a financial management system that adequately accounts for revenues and expenditures. Adequate accounting and fiscal records will be maintained during the construction of the project and these records will be retained and made available for a period of at least three years following completion of the project.
6. All ARPA funds shall be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34. Partial disbursements on this loan will be made promptly upon request, subject to adequate documentation of incurred eligible costs, and subject to the recipient's compliance with the Standard Conditions of this Award. The Applicant agrees to make prompt payment to its contractor, and to retain only such amount as allowed by North Carolina General Statute.
7. The applicant will expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State. Please note that the State is not a party to the construction contract(s) and the Applicant is expected to uphold its contract obligations regarding timely payment.
8. Funds must be fully spent (i.e., fully reimbursed to the recipient) by December 31, 2026.

Acknowledgement of Standard Conditions and Assurances

The Applicant hereby gives assurance to the Department of Environmental Quality that the declarations, assurances, representations, and statements made by the Applicant in the Application; and all documents, amendments, and communications filed with the Department of Environmental Quality by the Applicant in support of its request for financial assistance will be fulfilled.

.....
Signature

.....
Date

NORTH CAROLINA'S
SAMPSON COUNTY
OFFICE of the COUNTY MANAGER

TO: Sampson County Board of Commissioners

FROM: Susan J. Holder, Assistant County Manager

DATE: July 5, 2022

RE: Correction to Budget Ordinance Section XI – Enterprise Fund, Water

We have determined that there is a typographic error in the Budget Ordinance as adopted. See requested red-lined corrections as noted below to correct the water application fees to match the actions previously taken by the Board at your planning session:

SECTION XI. – ENTERPRISE FUND, WATER The water/sewer enterprise fund comprises both Water/Sewer District I and Water/Sewer District II. In 2000, the Board of Commissioners adopted an Interlocal Agreement which effectively consolidates the administration, bookkeeping, operations, maintenance, and expansion of the two water districts. The water rate schedule remains at \$19.40 for the basic rate gallons and \$4.85 per 1,000 gallons thereafter. The tap fee for both districts will increase as of July 1 to ~~\$900 for 1-inch lines and \$600 for ¾ inch lines.~~ **\$1,000 for 1-inch lines and \$900 for ¾ inch lines.** Connection and reconnection fees remain at \$50. As authorized in FY 2003-04, the Public Works Department and the Finance Office may utilize bank drafts for payment of water bills, as requested by citizens as a convenient way to pay their water bills. Bulk water rates are negotiated and are set by a Board-approved contract.

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: June 28, 2022
Subject: Disabled Veteran Exclusion
(GS 105-277.1c)

The attached disabled veteran exclusion application was received after June 1, 2022. After that date, the Board of Commissioners must approve the application.

The applicant is as follows:

Franklin L. Cooper

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 June 15, 2022.

Please put on the next Board of Commissioners consent agenda for their action.

June 15, 2022

Sampson County Board of Commissioners
Clinton, North Carolina 28328

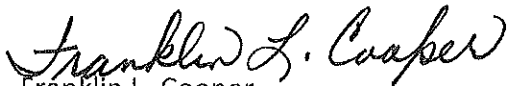
RE: Franklin Cooper

Dear Commissioners:

I am an Honorably Discharged Veteran, who recently received my 100% permanent & total disability. My disability was made permanent & total back to 10/27/2021. I understand that my request is not within the time frame set and ask that my application be considered.

Thank you for your consideration in this matter.

Sincerely,



Franklin L. Cooper

PO Box 221

Roseboro, NC 28382

234100

08-0169140-01

234100 08-0169140-01

NCDVA-9 Take this form to your local veterans service office for certification. You can find a list of local VSOs at <https://www.ncvets.gov/services/benefits-claims-scroll> down for State Veterans Service Centers and County Veterans Service Offices. (Rev. 4-22)

Acct # 234100 Parcel # 08016914001	State of North Carolina Certification for Disabled Veteran's Property Tax Exclusion (G.S. 106-277.1C)	Sampson County Veterans Service Office COUNTY
SECTION 1 TO BE COMPLETED BY THE VETERAN OR THE SURVIVING SPOUSE WHO HAS NOT REMARRIED		

Franklin Lamont Cooper
NAME (Print or Type)

Franklin Lamont Cooper
DISABLED VETERAN'S FULL NAME (PRINT OR TYPE)

PO Box 221
STREET ADDRESS OR P.O. BOX NUMBER

SURVIVING SPOUSE'S FULL NAME (PRINT OR TYPE)
(If Applicable)

Roseboro NC 28382
CITY STATE ZIP CODE

XXXXXXXXXX
U.S. DEPT. OF VETERANS AFFAIRS
FILE NUMBER

XXX-XX-XXXX
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 NCDMVA 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 have provided the North Carolina Department of Military and Veterans Affairs (NCDMVA) with my Annual Tax Abatement Letter for the processing of this form. I authorize the Secretary of NCDMVA, or the Secretary's designee, to release information regarding my disability as needed for this certification.

Franklin L. Cooper
DISABLED VETERAN'S SIGNATURE DATE 06-08-2022

SECTION 3 Surviving Spouse's (who has not remarried) Signature

I have provided the North Carolina Department of Military and Veterans Affairs (NCDMVA) with my Annual Tax Abatement Letter for the processing of this form. I authorize the Secretary of NCDMVA, or the Secretary's designee, to release information regarding my disability as needed for this certification.

SURVIVING SPOUSE'S SIGNATURE DATE 06-08-2022

SECTION 4 To be completed by Secretary of NC Department of Military and Veterans Affairs, or Secretary's designee

- 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 10/27/2021
 - 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

The NCDMVA has verified the Department of Veterans Affairs certification for the veteran above.

Sherry M Hope
SIGNATURE OF NCDMVA OFFICIAL

Sherry M Hope
PRINTED NAME OF NCDMVA OFFICIAL

6/16/2022
DATE

CVSO
TITLE OF NCDMVA OFFICIAL

NC Department of Military and Veterans Affairs authorizes the NC Department of Revenue and any County Tax Office to use this form as needed.

Sampson County
Office of Tax Assessor
PO Box 1082
Clinton, NC 28329

Phone 910-592-8146

Fax 910-592-1227

To: Ed Causey, County Manager
From: Jim Johnson, Tax Administrator
Date: June 28, 2022
Subject: Disabled Veteran Exclusion
(GS 105-277.1c)

The attached disabled veteran exclusion application was received after June 1, 2022. After that date, the Board of Commissioners must approve the application.

The applicant is as follows:

Gregory K. Bennett

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 June 9, 2022.

Please put on the next Board of Commissioners consent agenda for their action.

June 9, 2022

Sampson County Board of Commissioners
Clinton, North Carolina 28328

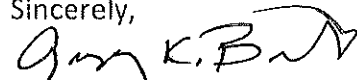
RE: Gregory K Bennett

Dear Commissioners:

I am an Honorably Discharged Veteran, who recently received my 100% permanent & total disability. My disability was made permanent & total back to 11/24/2021. I understand that my request is not within the time frame set and ask that my application be considered.

Thank you for your consideration in this matter.

Sincerely,



Gregory K. Bennett
4460 Old Mintz Hwy
Roseboro, NC 28382

09-0447640-01

180333

	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	

Gregory Keith Bennett
NAME (Print or Type)

Gregory Keith Bennett
DISABLED VETERAN'S FULL NAME (PRINT OR TYPE)

4460 Old Mintz Hwy
STREET ADDRESS OR P.O. BOX NUMBER

SURVIVING SPOUSE'S FULL NAME (PRINT OR TYPE)
(If Applicable)

Roseboro NC 28382
CITY STATE ZIP CODE

XXXXXXXXXX
U.S. DEPT. OF VETERANS AFFAIRS
FILE NUMBER

XXX-XX-XXXX
VETERAN'S SOCIAL SECURITY NUMBER

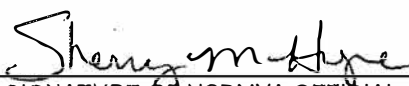
I am either (1) a veteran whose character of service at separation was honorable or under honorable conditions and who has a permanent and total service-connected disability or (2) the surviving spouse, who has not remarried, of a veteran whose character of service at separation was honorable or under 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 NCDMVA 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 have provided the North Carolina Department of Military and Veterans Affairs (NCDMVA) with my Annual Tax Abatement Letter for the processing of this form. I authorize the Secretary of NCDMVA, or the Secretary's designee, to release information regarding my disability as needed for this certification.	
_____ DISABLED VETERAN'S SIGNATURE	06-09-2022 DATE

SECTION 3	Surviving Spouse's (who has not remarried) Signature
I have provided the North Carolina Department of Military and Veterans Affairs (NCDMVA) with my Annual Tax Abatement Letter for the processing of this form. I authorize the Secretary of NCDMVA, or the Secretary's designee, to release information regarding my disability as needed for this certification.	
_____ SURVIVING SPOUSE'S SIGNATURE	06-09-2022 DATE

SECTION 4	To be completed by Secretary of NC Department of Military and Veterans Affairs, or Secretary's designee
Please check all that apply:	A. <input type="checkbox"/> Veteran does not meet either B, C, D, or E of the below criteria. B. <input checked="" type="checkbox"/> Veteran has a service-connected permanent and total disability that existed as of <u>11/24/2021</u> C. <input type="checkbox"/> Veteran received benefits on _____ from U.S. Department of Veterans Affairs for specially adapted housing under 38 U.S.C. 2101 for the veteran's permanent residence. D. <input type="checkbox"/> Veteran died on _____ and had a service-connected permanent and total disability at death. E. <input type="checkbox"/> Veteran died on _____ and the death was either (1) the result of a service-connected condition or (2) death occurred while on active duty in the line of duty and not due to service member's own willful misconduct.
Character of Disabled Veteran's Service at Separation: (DD-214)	<input type="checkbox"/> Honorable <input type="checkbox"/> Under Other than Honorable Conditions <input type="checkbox"/> Under Honorable Conditions

The NCDMVA has verified the Department of Veterans Affairs certification for the veteran above.

 _____ SIGNATURE OF NCDMVA OFFICIAL	Sherry M Hope _____ PRINTED NAME OF NCDMVA OFFICIAL
6/9/2022 _____ DATE	Sampson Co. VSO _____ TITLE OF NCDMVA OFFICIAL

NC Department of Military and Veterans Affairs authorizes the NC Department of Revenue and any County Tax Office to use this form as needed.

Sampson County
Office of Tax Assessor
PO Box 1082
Clinton, NC 28329

Phone 910-592-8146

Fax 910-592-1227

To: Ed Causey, County Manager
From: Jim Johnson, Tax Administrator
Date: June 28, 2022
Subject: Disabled Veteran Exclusion
(GS 105-277.1c)

The attached disabled veteran exclusion application was received after June 1, 2022. After that date, the Board of Commissioners must approve the application.

The applicant is as follows:

Dean Roy Wilkins

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 June 6, 2022.

Please put on the next Board of Commissioners consent agenda for their action.

June 6, 2022

Sampson County Board of Commissioners
Clinton, North Carolina 28328


RE: Dean Roy Wilkins

Dear Commissioners:

I am an Honorably Discharged Veteran, who recently received my 100% permanent & total disability. My disability was made permanent & total back to 12/31/2021. I understand that my request is not within the time frame set and ask that my application be considered.

Thank you for your consideration in this matter.

Sincerely,


Dean Roy Wilkins
24 Club House Drive
Dunn, NC 28334

122774

14-012778-42

NCDVA-9 (Rev. 08-08)

For best delivery to USDVA, filing 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)	<u>Sampson County</u> COUNTY
--	--	--

SECTION 1	TO BE COMPLETED BY THE VETERAN OR THE SURVIVING SPOUSE WHO HAS NOT REMARRIED
------------------	---

<u>DEAN ROY WILKINS</u>	<u>DEAN ROY WILKINS</u> ✓
NAME (Print or Type)	DISABLED VETERAN'S FULL NAME (PRINT OR TYPE)
<u>24 Club House DR</u>	
STREET ADDRESS OR P.O. BOX NUMBER	SURVIVING SPOUSE'S FULL NAME (PRINT OR TYPE)
<u>Dunn</u> <u>N.C.</u> <u>28334</u>	
CITY STATE ZIP CODE	(If Applicable)
	U.S. DEPT. OF VETERANS AFFAIRS FILE NUMBER
	<u>XXXXXXXXXXXX</u>
	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.	
<u>De-R Wilkins</u>	<u>5-4-22</u>
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.	
SURVIVING SPOUSE'S SIGNATURE	DATE

SECTION 4	To be completed by the U.S. Department of Veterans Affairs
Please check all that apply:	<p>A. <input type="checkbox"/> Veteran does not meet either B, C, D, or E of the below criteria.</p> <p>B. <input checked="" type="checkbox"/> Veteran has a service-connected permanent and total disability that existed as of <u>12/31/2021</u>.</p> <p>C. <input type="checkbox"/> Veteran received benefits on _____ from U.S. Department of Veterans Affairs for specially adapted housing under 38 U.S.C. 2101 for the veteran's permanent residence.</p> <p>D. <input type="checkbox"/> Veteran died on _____ and had a service-connected permanent and total disability at death.</p> <p>E. <input type="checkbox"/> Veteran died on _____ and the death was either (1) the result of a service-connected condition or (2) death occurred while on active duty in the line of duty and not due to service member's own willful misconduct.</p>
Character of Disabled Veteran's Service at Separation: (DD-21A)	<input checked="" type="checkbox"/> Honorable <input type="checkbox"/> Under Other than Honorable Conditions <input type="checkbox"/> Under Honorable Conditions

<u>Christopher W...</u>	<u>05/11/2022</u>
SIGNATURE OF USDVA CERTIFYING OFFICIAL	DATE
<u>Assistant Veterans Service Center Manager</u>	
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.

12-31-21

NC Division of Veterans Affairs authorizes the NC Department of Revenue and any County Tax Office to use this form as needed.

Sampson County
Office of Tax Assessor
PO Box 1082
Clinton, NC 28329

Phone 910-592-8146

Fax 910-592-1227

To: Ed Causey, County Manager
From: Jim Johnson, Tax Administrator
Date: June 28, 2022
Subject: Disabled Veteran Exclusion
(GS 105-277.1c)

The attached disabled veteran exclusion application was received after June 1, 2022. After that date, the Board of Commissioners must approve the application.

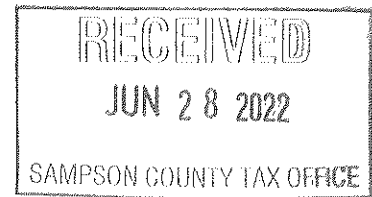
The applicant is as follows:

Ralphel Rayner

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 June 28, 2022.

Please put on the next Board of Commissioners consent agenda for their action.



June 27, 2022

Sampson County Board of Commissioners
Clinton, North Carolina 28328

RE: Ralphel Raynor

Dear Commissioners:

I am an Honorably Discharged Veteran, who receives a 100% permanent & total disability. I was recently made aware of the tax exclusion benefit and ask that my application be considered.

Thank you for your consideration in this matter.

Sincerely,

A handwritten signature in cursive script that reads "Ralphel Rayner".

Ralphel Rayner
1581 Brown Church Rd
Clinton, NC 28328

114552

12-0114552-01

	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	# 114552 12-0114552-01
_____ NAME (Print or Type)		_____ DISABLED VETERAN'S FULL NAME (PRINT OR TYPE)
_____ STREET ADDRESS OR P.O. BOX NUMBER		_____ SURVIVING SPOUSE'S FULL NAME (PRINT OR TYPE) <i>(If Applicable)</i>
_____ 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 NCDMVA complete this certification <i>in support of my separate application for the Disabled Veteran's Property Tax Exclusion to the Tax Assessor.</i>		
SECTION 2	Disabled Veteran's Signature	
I have provided the North Carolina Department of Military and Veterans Affairs (NCDMVA) with my Annual Tax Abatement Letter for the processing of this form. I authorize the Secretary of NCDMVA, or the Secretary's designee, to release information regarding my disability as needed for this certification.		
_____ DISABLED VETERAN'S SIGNATURE		_____ DATE
SECTION 3	Surviving Spouse's (who has not remarried) Signature	
I have provided the North Carolina Department of Military and Veterans Affairs (NCDMVA) with my Annual Tax Abatement Letter for the processing of this form. I authorize the Secretary of NCDMVA, or the Secretary's designee, to release information regarding my disability as needed for this certification.		
_____ SURVIVING SPOUSE'S SIGNATURE		_____ DATE
SECTION 4	To be completed by Secretary of NC Department of Military and Veterans Affairs, or Secretary's designee	
Please check all that apply:	A. <input type="checkbox"/> Veteran does not meet either B, C, D, or E of the below criteria. B. <input checked="" type="checkbox"/> Veteran has a service-connected permanent and total disability that existed as of <u>April 2, 2017</u> C. <input type="checkbox"/> Veteran received benefits on _____ from U.S. Department of Veterans Affairs for specially adapted housing under 38 U.S.C. 2101 for the veteran's permanent residence. D. <input type="checkbox"/> Veteran died on _____ and had a service-connected permanent and total disability at death. E. <input type="checkbox"/> Veteran died on _____ and the death was either (1) the result of a service-connected condition or (2) death occurred while on active duty in the line of duty and not due to service member's own willful misconduct.	
Character of Disabled Veteran's Service at Separation: (DD-214)		<input checked="" type="checkbox"/> Honorable <input type="checkbox"/> Under Other than Honorable Conditions <input type="checkbox"/> Under Honorable Conditions
The NCDMVA has verified the Department of Veterans Affairs certification for the veteran above.		
_____ SIGNATURE OF NCDMVA OFFICIAL		_____ PRINTED NAME OF NCDMVA OFFICIAL
_____ DATE		_____ TITLE OF NCDMVA OFFICIAL

NC Department of Military and 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

09912

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 Heather Tucker in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2021</u>	\$ <u>275.58</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>275.58</u>

These taxes were assessed through clerical error as follows.

Bill # 0058206960
Plate # FLT 7719
Plate Turn In - Sold
2021 HYUN MP

602 County Tax	<u>249.84</u>
School Tax	_____
F15 Fire Tax	<u>25.74</u>
City Tax	_____
TOTAL \$	<u>275.58</u>

Mailing Address.

58 Donald Tucker Rd
Awtryville N.C. 28318

Yours very truly

Reginald C. Tucker ET
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

09918

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 Emily Avery in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
2020	\$ 139.46
	\$
	\$
	\$
	\$
	\$
TOTAL REFUND	\$ 139.46

These taxes were assessed through clerical error as follows.

Bill # 0061079373
Plate # JED2034
2021 Nissan
Vehicle sold
Tag surr.

602	County Tax	79.98
501	School Tax	38.78
	Fire Tax	
CO ²	City Tax	14.06
	TOTAL \$	139.46

Mailing Address.

Emily Avery
301 Ridgeway St
Clinton NC 28328

Yours very truly

X Emily G
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

09920

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 Eddie Ray Baldwin in North Clinton Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2021</u>	\$ <u>235.16</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>235.16</u>

These taxes were assessed through clerical error as follows.

0059380426 2021 2021 0000 00
FDW 5698
Tag turned in
2018 Toyota
Vehicle sold

Gov County Tax 212.03
School Tax _____
FDW Fire Tax 23.13
City Tax _____
TOTAL \$ 235.16

Yours very truly

Eddie Ray Baldwin
Taxpayer

Mailing Address.

Eddie Ray Baldwin
2104 Turkey Hwy
Clinton NC 28328

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

09922

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 Rex Allen Maynor II in Plain View Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2021</u>	\$ <u>140.22</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>140.22</u>

These taxes were assessed through clerical error as follows.

0059546386 2021 2021 0000 00
Jew 7753
Tag turned in
2015 Jeep
Vehicle Sold

Gov County Tax 126.43
School Tax _____
FD6 Fire Tax 13.79
City Tax _____
TOTAL \$ 140.22

Mailing Address.

Yours very truly

Rex Allen Maynor II
Taxpayer

Rex Maynor
209 Lewis Floy Tew Rd
Dunn, NC 28334

Social Security # _____

RECOMMEND APPROVAL

Board Approved _____
Date _____ Initials _____

Jim Johnson
Sampson County Tax Administrator

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

P. O. BOX 1082 - CLINTON, NORTH CAROLINA 28329-1082

09924

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 Jennifer Tong Wood in North Clinton Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2021</u>	\$ <u>144.65</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

TOTAL REFUND \$ 144.65

These taxes were assessed through clerical error as follows.

602 County Tax 87.11
 501 School Tax 15.31
 Fire Tax _____
 602 City Tax 42.23
 TOTAL \$ 144.65

001646917820212021 0000 00
 JDHNY288
 Tag turned in
 2607 LEYS
 Vehicle Sold

Mailing Address.

Jennifer TONG WOOD
303 STEWART AVE
CLINTON NC 28328

Yours very truly

Taxpayer

[Signature]

Social Security # _____

RECOMMEND APPROVAL:

[Signature]

Board Approved _____

Date

Initials

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

P. O. BOX 1082 - CLINTON, NORTH CAROLINA 28329-1082

09927

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 Kane Alphine in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2021</u>	\$ <u>298.02</u>

TOTAL REFUND \$ 298.02

Bill # 0062652427
Plate # VP9360
2021 Ford F250
Vehicle Sold
Tag Surre.

These taxes were assessed through clerical error as follows.

302 County Tax 274.71
 School Tax _____
 710 Fire Tax 23.31
 City Tax _____
 TOTAL \$ 298.02

Mailing Address.

X 1715 Beulah Church Road
Turkey, NC 28393

Yours very truly

X Kane Alphine
Taxpayer

Board Approved _____
Date _____ Initials _____

X Social Security # _____
RECOMMEND APPROVAL:

Jim Johnson
Sampson County Tax Administrator 329

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

P. O. BOX 1082 - CLINTON, NORTH CAROLINA 28329-1082

09928

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 Jennifer Wilson in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
<u>2021</u>	\$ <u>100.53</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL REFUND	\$ <u>100.53</u>

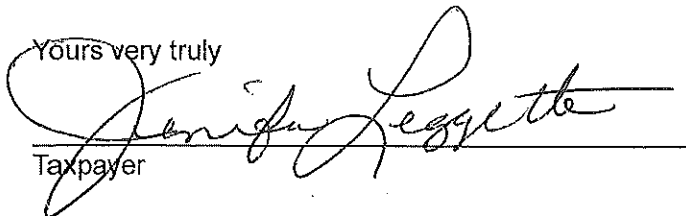
These taxes were assessed through clerical error as follows.

Bill # 0058685261
Plate # PKR1457
Plate Turn In - traded
2015 BMW CP

602 County Tax 89.66
School Tax _____
F19 Fire Tax 10.87
City Tax _____
TOTAL \$ 100.53

Mailing Address.

2609 Crowfield Court
Apt. 108
Fayetteville NC 28311

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

09933

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 Meredith S. Raper in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
2021	\$ 301.13
	\$
	\$
	\$
	\$
	\$
TOTAL REFUND	\$ 301.13

These taxes were assessed through clerical error as follows.

Bill # 0061720853
Plate # KW4910
Vehicle traded
tag surr.
2017 Dodge Ram

602	County Tax	218.63
	School Tax	
	Fire Tax	
008	City Tax	79.50
	TOTAL \$	301.13

Mailing Address.

PO Box 574
Salemburg, NC 28385

Yours very truly

X Meredith S. Raper
Taxpayer

Board Approved _____
Date _____ Initials _____

RECOMMEND APPROVAL:

Jim Johnson
Sampson County Tax Administrator

OFFICE OF THE SAMPSON COUNTY TAX ADMINISTRATOR

P. O. BOX 1082 - CLINTON, NORTH CAROLINA 28329-1082

09932

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 Tony Woo in _____ Township, Sampson County, for the year(s) and in the amount(s) of:

YEAR	
2021	\$ 152.83
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL REFUND	\$ 152.83

These taxes were assessed through clerical error as follows.

Bill # 0066673137
Plate # JMM 9268
Vehicle totaled / no longer own
plate turned in
2017 Camry

602	County Tax	92.03
501	School Tax	16.18
	Fire Tax	
002	City Tax	44.62
	TOTAL \$	152.83

Mailing Address.

Tony Woo
303 Stewart Ave
Clinton NC 28328

Yours very truly

X [Signature]
Taxpayer

X Social Security # _____

RECOMMEND APPROVAL:

[Signature]
Sampson County Tax Administrator

Board Approved _____
Date _____ Initials _____

**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 2022-2023

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>
11449200-557000	Land	1,961,024.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
11039999-409900	Fund balance appropriated	1,961,024.00	

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

To bring forward unexpended funds to purchase Newton Grove property and complete due diligence.

David K. Clack

(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

6/30/2022

David K. Clack

(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20__

Erin W. G...

(County Manager & Budget Officer)

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

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

FROM: Kelsey Edwards, Library Director

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2022-2023

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11761100-526200	Department Supplies	\$14,874.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11036110-403625	Reimbursement for NC Bright Ideas Grant purchases	\$14,874	

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

NC Bright Ideas Grant awarded to Purchase Story Walk Materials to install Story Walks at 2 local parks.

Kelsey B. Edwards
(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

6/30, 2022

D. A. H. H.
(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____

Sam W. Lee
(County Manager & Budget Officer)

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

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

22-Jun-22

FROM: Sheriff Jimmy Thornton

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2022-2023

1. It is requested that the budget for the SHERIFF'S Department be amended as follows:

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11243100-526200	DEPARTMENTAL SUPPLIES	25,355.00	
11243100-538100	DATA PROCESSING - PROGRAMMING	1,800.00	
11243100-539500	EMPLOYEE TRAINING	12,000.00	
11243100-555000	CAPITAL OUTLAY - OTHER EQUIPMENT	24,800.00	
<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
11034310-	NC Sheriff's Association ICAC Grant	63,955.00	

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

To budget grant funds for the purchase of equipment and training provided through the NC Sheriff's Association's Internet Crimes Against Children Grant, which was awarded to the Sampson County Sheriff's Office in the amount \$63,955.00



(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 2022
6/30



(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:

5/20/2022

FROM: SAMPSON COUNTY HEALTH DEPARTMENT

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2022-2023

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12551250-512100	SALARIES	103,070.00	
12551250-518100	FICA	6,391.00	
12551250-518120	MEDICARE FICA	1,495.00	
12551250-518200	RETIREMENT	7,792.00	
12551250-518300	GROUP INSURANCE	10,620.00	
12551250-518400	DENTAL INSURANCE	360.00	
12551250-518901	401K	7,731.00	
12551250-526200	DEPARTMENT SUPPLIES	1,000.00	
12551250-526201	DEPARTMENT SUPPLIES EQUIPMENT	2,000.00	
12551250-523900	MEDICAL SUPPLIES	1,000.00	
12551250-519300	MEDICAL SERVICES	500.00	
12551250-529700	LAB SUPPLIES	1,000.00	
12551250-529702	LAB SERVICES	1,000.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
------------------------	------------------------------------	-----------------	-----------------

2. Reason(s) for the above request is/are as follows: 143,959.00

TO ALLOCATE STATE CD FUNDING FOR NEW CD POSITION

Wade Robins

(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

6/30, 2022

Dale W. [Signature]
(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

20

Evan W. [Signature]
(County Manager & Budget Officer)

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

**COUNTY OF SAMPSON
BUDGET AMENDMENT**

MEMO:

5/20/2022

FROM: SAMPSON COUNTY HEALTH DEPARTMENT

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year 2022-2023

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
12551670-512100	SALARIES	16,000.00	
12551670-518100	FICA	992.00	
12551670-518120	MEDICARE FICA	232.00	
12551670-518200	RETIREMENT	1,210.00	
12551670-518300	GROUP INSURANCE	5,310.00	
12551670-518400	DENTAL INSURANCE	180.00	
12551670-518901	401K	1,200.00	
12551670-526200	DEPARTMENT SUPPLIES	166.00	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
------------------------	------------------------------------	-----------------	-----------------

2. Reason(s) for the above request is/are as follows: 25,290.00

TO ALLOCATE STATE WIC FUNDING FOR BREAST FEEDING PEER COUNSELOR POSITION

Wanda Robles
(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

6/30, 2022
Jan Ull
(County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

_____, 20____
Erin W. G.
(County Manager & Budget Officer)

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

COUNTY OF SAMPSON
BUDGET AMENDMENT

MEMO:

1-Jul-22

FROM: Lynn S. Fields

Date

TO: Sampson County Board of Commissioners

VIA: County Manager & Finance Officer

SUBJECT: Budget Amendment for fiscal year ~~2021-2022~~
22 23

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

<u>Expenditure Account</u>	<u>Expenditure Account Description</u>	<u>Increase</u>	<u>Decrease</u>
13554710-536030	SPECIAL CHILDREN ADOPTION FUND	\$ 109,029.03	

<u>Revenue Account</u>	<u>Revenue Account Description</u>	<u>Increase</u>	<u>Decrease</u>
13535471-402630	SPECIAL CHILDREN ADOPTION FUND	\$109,029.03	

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

establish NEW allocation of Special Children Adoption Fund FY22-23


(Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

6/30, 2022


(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 Law Enforcement Officers Special Separation Allowance be amended as follows:

<u>Expenditure Account Code</u>	<u>Description (Object of Expenditure)</u>	<u>Increase</u>	<u>Decrease</u>
75243100-512600	Separation allowance	3,500.00	
75243100-518100	FICA	220.00	
75243100-518120	Medicare FICA	51.00	

<u>Revenue Account Code</u>	<u>Source of Revenue</u>	<u>Increase</u>	<u>Decrease</u>
75034310-499900	Fund balance approp	3,771.00	

2. Reason(s) for the above request is/are as follows:
 Allocate additional funds to pay separation allowance payments for June.

David K. Clack

 (Signature of Department Head)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

6/30/2022

David K. Clack

 (County Finance Officer)

ENDORSEMENT

1. Forwarded, recommending approval/disapproval.

Sam W. G.

_____, 20_____
 (County Manager & Budget Officer)

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

CLINTON CITY SCHOOLS
BUDGET AMENDMENT

Fund: Special Revenue

Budget Amendment: 1

The Clinton City Board of Education at a meeting on the 28th day of June, 2022 passed the following resolution:


Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2022.

SEE ATTACHED LISTING

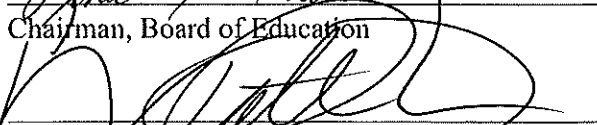
Total appropriation in current budget	\$1,666,577.38
Total increase/decrease of amendment	\$533,991.50
Total appropriation in amended budget	\$2,200,568.88

Passed by majority vote of the Clinton City Board of Education on the 28 day of June 2022.

We, the Board of County Commissioners of Sampson County, hereby approve the changes in the Clinton City School Budget as indicated above and have made entry of changes in the minutes of said Board this _____ day of _____ 2022.



Chairman, Board of Education



Secretary, Board of Education

Chairman, Board of County Commissioners

Secretary, Board of County Commissioners

BUDGET AMENDMENT DETAIL

FUND: SPECIAL REVENUE

<u>CODE</u>	<u>DESCRIPTION</u>	<u>INCREASE</u>	<u>DECREASE</u>
8.6400.015.462.000.000.00	ECF E-Rate <i>USAC ECF Funding- Chromebook/Connectivity</i>	\$406,091.00	
8.5350.611.541.308.000.00	Equipment- Marquee <i>ABC Funds – Actual Amount Received</i>	\$4,940.00	
8.5230.305.411.316.000.00	Supplies and Materials <i>Medicaid Admin- Actual Amount Received</i>	\$102,229.16	
8.6200.306.319.000.000.00	EC-Medicaid- Other Services <i>Fee for Service- Actual Amount Received</i>	\$7,736.71	
8.6550.706.411.000.000.00	Supplies and Materials	\$9,917.03	
8.6540.403.173.000.000.00	Salary- Custodial <i>Adjust to Actual Received Revenue 6/16/22</i>	\$3,077.60	

CLINTON CITY SCHOOLS
BUDGET AMENDMENT

Fund: **Fund 5**

Budget Amendment: 1

The Clinton City Board of Education at a meeting on the 28th day of June, 2022, passed the following resolution:

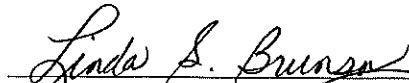
Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2022.

SEE ATTACHED LISTING

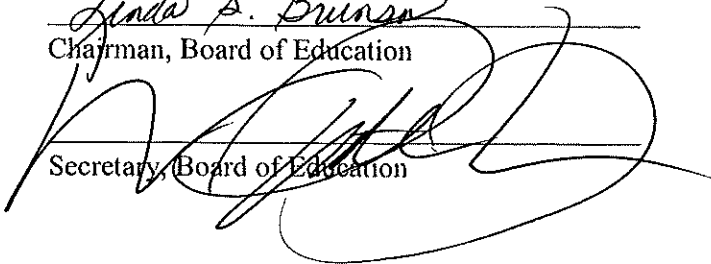
Total appropriation in current budget	\$2,538,600.00
Total increase/decrease of amendment	\$105,000.00
Total appropriation in amended budget	\$2,643,600.00

Passed by majority vote of the Clinton City Board of Education on the 28 day of June 2022.

We, the Board of County Commissioners of Sampson County, hereby approve the changes in the Clinton City School Budget as indicated above and have made entry of changes in the minutes of said Board this _____ day of _____ 2022.



Chairman, Board of Education



Secretary, Board of Education

Chairman, Board of County Commissioners

Secretary, Board of County Commissioners

BUDGET AMENDMENT DETAIL

FUND: FUND 5

<u>CODE</u>	<u>DESCRIPTION</u>	<u>INCREASE</u>	<u>DECREASE</u>
5.7200.035.411.000.000.21	Supplies and Materials <i>No Kid Hungry Grant</i>	\$20,000.00	
5.8100.035.392.000.000.00	Indirect Cost	\$10,000.00	
5.7200.035.453.000.000.00	Food Processing Supplies	\$75,000.00	

CLINTON CITY SCHOOLS
BUDGET AMENDMENT

Fund: **STATE**

Budget Amendment: 4

The Clinton City Board of Education at a meeting on the 28th day of June, 2022, passed the following resolution:

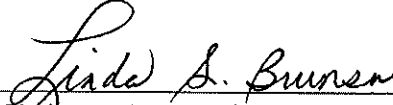
Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2022.

SEE ATTACHED LISTING

Total appropriation in current budget	\$22,389,158.68
Total increase/decrease of amendment	\$855,549.00
Total appropriation in amended budget	\$23,244,707.68

Passed by majority vote of the Clinton City Board of Education on the 28 day of June 2022.

We, the Board of County Commissioners of Sampson County, hereby approve the changes in the Clinton City School Budget as indicated above and have made entry of changes in the minutes of said Board this _____ day of _____ 2022.



Chairman, Board of Education

Chairman, Board of County Commissioners



Secretary, Board of Education

Secretary, Board of County Commissioners

BUDGET AMENDMENT DETAIL

FUND: STATE

CODE	DESCRIPTION	INCREASE	DECREASE
1.5110.003.162.000.000.00	Salary- Substitute <i>Sub Pay May - November</i>	\$3,099.00	
1.6550.140.418.000.000.00	Computer Software and Supplies	\$42,000.00	
1.6550.140.542.000.000.00	Computer Hardware <i>ARP- School Bus Safety Pilot Program</i>	\$140,000.00	
1.6400.015.542.000.000.00	Computer Equipment <i>Interest for State Technology Allotment</i>	\$140.00	
1.5110.011.163.000.000.00	Salary- Prof. Dev. Substitute <i>DPI Guaranteed Allotment for Nat. Board Subs</i>	\$966.25	
1.5110.045.180.000.000.00	Salary- Bonus <i>DPI Guaranteed Allotment- Certified \$300 Bonus</i>	\$62,540.16	
1.5110.141.180.000.000.00	Salary- January 2022 State Bonus <i>DPI Guaranteed for State Bonuses-January</i>	\$606,803.59	

CLINTON CITY SCHOOLS
BUDGET AMENDMENT

Fund: Local

Budget Amendment: 1

The Clinton City Board of Education at a meeting on the 28th day of June, 2022, passed the following resolution:

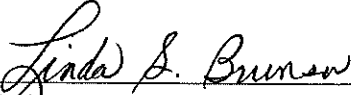
Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2022.

SEE ATTACHED LISTING

Total appropriation in current budget	\$6,421,723.59
Total increase/decrease of amendment	\$616,700.07
Total appropriation in amended budget	\$7,038,423.66

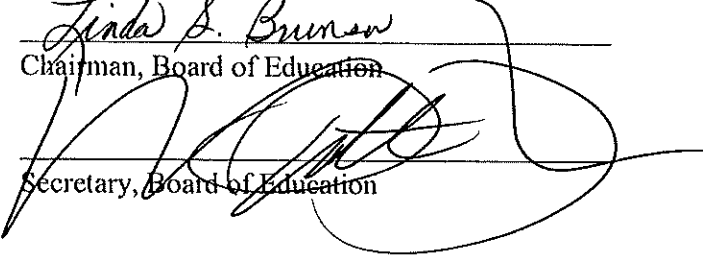
Passed by majority vote of the Clinton City Board of Education on the 28 day of June 2022.

We, the Board of County Commissioners of Sampson County, hereby approve the changes in the Clinton City School Budget as indicated above and have made entry of changes in the minutes of said Board this _____ day of _____ 2022.



Chairman, Board of Education

Chairman, Board of County Commissioners



Secretary, Board of Education

Secretary, Board of County Commissioners

BUDGET AMENDMENT DETAIL

FUND: LOCAL

<u>CODE</u>	<u>DESCRIPTION</u>	<u>INCREASE</u>	<u>DECREASE</u>
2.6850.802.462.000.000.00	SVPP-COPS Grant <i>SVPP Grant 2022</i>	\$468,253.00	
2.6400.015.422.000.000.22	Chromebook Repair Parts <i>Tech Fees</i>	\$29,105.00	
2.5110.001.181.000.000.00	Salary- Supplement <i>Actual Supplemental County</i>	\$31,646.31	
2.5110.001.181.000.000.00	Salary- Supplement <i>Actual for Fines and Forfeitures</i>	\$50,893.10	
2.6530.802.323.000.000.00	Utilities-Water <i>Miscellaneous Revenue</i>	\$31,802.66	
2.5110.001.181.000.000.00	Salary -Supplement <i>Indirect Cost to Actual</i>	\$5,000.00	
2.5110.003.162.000.000.00	Salary- Substitute	\$10,000.00	
2.5110.001.181.000.000.00	Salary- Supplement		\$10,000.00
2.5110.027.142.000.000.00	Salary – Teacher Assistant	\$10,000.00	
2.5110.001.181.000.000.00	Salary – Supplement		\$10,000.00
2.5404.031.151.320.000.00	Salary- Clerical	\$10,000.00	
2.5110.001.181.000.000.00	Salary- Supplement		\$10,000.00
2.5260.034.192.000.000.00	Salary- Stipend	\$128.13	
2.5110.001.181.000.000.00	Salary – Supplement		\$128.13
2.7200.035.113.810.000.00	Salary- Supervisor	\$25,000.00	
2.5110.001.181.000.000.00	Salary- Supplement		\$25,000.00
2.6550.056.171.000.000.00	Salary- Driver	\$25,000.00	
2.5110.001.181.000.000.00	Salary- Supplement		\$25,000.00
2.6200.108.113.810.000.00	Salary- MTSS	\$4,000.00	
2.5110.001.181.000.000.00	Salary- Supplement		\$4,000.00
2.6910.801.312.810.000.00	Workshop Expense	\$3,000.00	
2.6620.801.411.810.000.00	Supplies and Materials	\$5,000.00	
2.6610.801.418.810.000.00	Computer Software & Supplies	\$5,000.00	
2.5501.801.461.308.000.00	Equipment Purchase	\$50,000.00	
2.5110.001.181.000.000.00	Salary – Supplement		\$63,000.00
2.6550.056.171.000.000.00	Salary – Driver	\$10,000.00	
2.5110.001.181.000.000.00	Salary – Supplement		\$10,000.00
2.5502.861.411.320.320.00	Supplies and Materials	\$179.67	
2.5110.001.181.000.000.00	Salary – Supplement <i>Adjust Budget as Needed</i>		\$179.67

CLINTON CITY SCHOOLS
BUDGET AMENDMENT

Fund: **FEDERAL**

Budget Amendment: 3

The Clinton City Board of Education at a meeting on the 28th day of June, 2022, passed the following resolution:

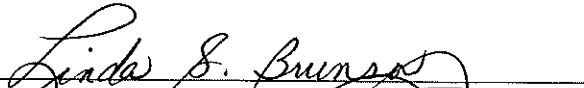
Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2022.

SEE ATTACHED LISTING

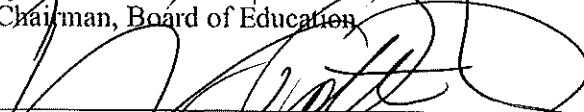
Total appropriation in current budget	\$14,209,755.43
Total increase/decrease of amendment	\$33,764.00
Total appropriation in amended budget	\$14,243,519.43

Passed by majority vote of the Clinton City Board of Education on the 28 day of June 2022.

We, the Board of County Commissioners of Sampson County, hereby approve the changes in the Clinton City School Budget as indicated above and have made entry of changes in the minutes of said Board this ____ day of _____ 2022.



Chairman, Board of Education



Secretary, Board of Education

Chairman, Board of County Commissioners

Secretary, Board of County Commissioners

BUDGET AMENDMENT DETAIL

FUND: FEDERAL

<u>CODE</u>	<u>DESCRIPTION</u>	<u>INCREASE</u>	<u>DECREASE</u>
3.5210.060.121.000.000.00	EC-Teacher Salary <i>DPI Actual vs. Planning Allotment</i>		\$31.00
3.5840.173.311.000.000.00	Contracted Services <i>DPI Actual vs. Planning Allotment</i>	\$5.00	
3.5210.060.121.000.000.00	EC- Teacher Salary <i>6/10/22- DPI Actual vs. Planning Allotment</i>	\$32,997.00	
3.5110.203.180.304.000.00	Salary- Bonus <i>ESSER III- State January Bonus</i>	\$793.00	

Sampson County Schools
Fiscal Year 2022/2023 Current Expense Funding Request

Sampson County Schools respectfully requests current expense funding for the fiscal year 2022/2023 in the amount of \$ 10,138,392. This request is an increase of \$438,264 over FY 2022 funding.

The increase in funding would support the following:

Mandated Salary and Benefit increases	358,884 (Estimated)
Insurance Cost Increase	79,380 (Estimated)

Total Requested Increase over 2022/2023 \$438,264

Program	Program Description	2022 Budget	2023 Budget	Change	Notes
301	ROTC	\$188,400.00	\$197,820.00	\$9,420.00	Mandated Salary & Benefit Increase?
305	MEDICAID ADMIN	\$40,000.00	\$40,000.00	\$0.00	
306	MEDICAID FEE FOR SERVICE	\$228,792.04	\$150,000.00	(\$78,792.04)	This years funds fully expensed
316	UPWARD BOUND GRANT	\$413,536.34	\$0.00	(\$413,536.34)	Notification of Renewal in June 2022?
401	NCPREK PARTNERSHIP FOR CHILDRE	\$1,165,880.00	\$1,247,491.60	\$81,611.60	Mandated Salary & Benefit Increase?
505	ICS4ALL NSF Grant	\$1,616.63	\$0.00	(\$1,616.63)	Grant Expired
801	GENERAL ADMINISTRATION	\$504,225.00	\$504,225.00	\$0.00	
802	OPER & MAINT OF PLANT	\$4,500,000.00	\$4,600,000.00	\$100,000.00	Matching Benefits and Utility Increases
803	NON INST SUPPORT	\$36,000.00	\$38,520.00	\$2,520.00	Mandated Salary & Benefit Increase?
804	POWERSCHOOL	\$65,000.00	\$65,000.00	\$0.00	
805	CURRICULUM	\$170,000.00	\$170,000.00	\$0.00	
807	INSTRUCTIONAL SUPPORT	\$423,000.00	\$465,300.00	\$42,300.00	Mandated Salary & Benefit Increase?
809	LOCAL SUPPLEMENTS & BENEFITS	\$2,500,000.00	\$2,731,875.00	\$231,875.00	Unfunded state benefit increases
812	LOCAL DRIVERS ED	\$60,000.00	\$60,000.00	\$0.00	
813	WORKFORCE PREPAREDNESS	\$22,500.00	\$22,500.00	\$0.00	
815	TECHNOLOGY	\$829,977.14	\$750,000.00	(\$79,977.14)	Technology purchased with ESSER funds
836	CHARTER SCHOOL PAYMENTS	\$35,000.00	\$35,000.00	\$0.00	
839	SRO's FOR MIDDLE AND ELEMENTARY	\$100,001.00	\$100,001.00	\$0.00	
856	TRANSPORTATION	\$290,914.23	\$290,943.20	\$28.97	
861	INSTRUCT. SUPPLIES, ATHLETICS	\$515,000.00	\$566,500.00	\$51,500.00	Mandated Salary & Benefit Increase?
901	REGULAR CLASSROOM TEACHERS	\$62,350.00	\$68,585.00	\$6,235.00	Mandated Salary & Benefit Increase?
902	CENTRAL OFFICE ADMINISTRATION	\$675,000.00	\$740,677.50	\$65,677.50	Mandated Salary & Benefit Increase?
905	SCHOOL ADMINISTRATION	\$200,000.00	\$220,000.00	\$20,000.00	Mandated Salary & Benefit Increase?
Total Expenses		\$13,027,192.38	\$13,064,438.30	\$37,245.92	

Purpose	Purpose Description	2022 Revenue	2023 Revenue	Change	Notes
3700	UPWARD BOUND	\$413,536.34	\$0.00	(\$413,536.34)	Notification of Renewal in June 2022?
3800	ROTC	\$94,900.00	\$94,900.00	\$0.00	
4110	COUNTY APPROPRIATION	\$9,700,128.00	\$10,138,392.00	\$438,264.00	
4210	TUITION AND FEES	\$9,168.00	\$10,000.00	\$832.00	
4410	FINES AND FORFEITURES	\$175,000.00	\$175,000.00	\$0.00	
4420	RENTAL OF SCHOOL PROPERTY	\$150,000.00	\$150,000.00	\$0.00	
4450	INTEREST EARNED ON INVESTMENTS	\$200.00	\$200.00	\$0.00	

4490	ERATE AND OTHER MISC REVENUE	\$343,810.74	\$345,000.00	\$1,189.26
4490	MEDICAID ADMIN	\$40,000.00	\$50,000.00	\$10,000.00
4490	MEDICAID FEE FOR SERVICE	\$105,503.00	\$106,000.00	\$497.00
4490	LOCAL DRIVERS ED	\$19,066.30	\$19,066.30	\$0.00
4880	INDIRECT COST (FED PROGRAMS)	\$60,000.00	\$60,000.00	\$0.00
4890	NURSING CONTRACT	\$250,000.00	\$250,000.00	\$0.00
4490	NCPREK PARTNERSHIP FOR CHILDRE	\$1,165,880.00	\$1,165,880.00	\$0.00
4910	FUND BALANCE APPROPRIATED	\$500,000.00	\$500,000.00	\$0.00
	Total Expenses	\$13,027,192.38	\$13,064,438.30	\$37,245.92

\$0.00


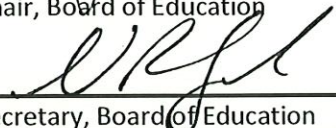
Capital Request for 2022-2023

School	Request/Project	Estimated Cost
Hargrove ES	Digital clocks throughout hallways - currently have none	\$17,500.00
	Upfit marquee - new LED sticks/faceplates, etc.	\$7,500.00
	New swings/playground mulch/new border	\$12,000.00
	New intercom system is needed here - old one is obsolete and we are unable to get parts for repairs	\$26,000.00
Hobbton ES	Whiteboard desks for 2nd/3rd grade classes & whiteboard activity tables & another set of standing tables and stools for other 5th grade class	\$30,000.00
	Repave parking lot so water doesn't pond so bad when it rains	\$50,000.00
	260' Chain Link Fence – The fence we have now, located on hill beside 701, is rusting and old. Part has been replaced due to car accident that took out a couple of sections.	\$20,000.00
	Mulch or rocks where 5th graders run around the end of the building to eliminate mud, make it like a path sorta	\$5,000.00
	Fix retaining wall by blacktop and fix ground that keeps eroding away	\$10,000.00
Hobbton MS	Paint everything inside the school	\$65,000.00
	Repair/replace gym bleachers	\$60,000.00
	Replace old singlewide ESL mobile unit with new double-wide mobile unit	
Hobbton HS	Replace Art (Jennifer Jackson's) mobile unit. Not sure how old it is, but it is in rough shape as well as it will benefit greatly if it is a larger unit that size matches the other units on that side of campus.	
	Since they are already planning to replace the windows around the building, HHS requests to replace the "AC window units" with the wall pack HVAC units.	
	30X50 concrete pad for the purpose of building the shop/building for equipment used for FFA, Ag classes and Athletics.	\$6,500.00
	New furniture for media center and overall upgrade - new shelving that has been wet from leaks in years past (rotting/moldy, etc.) Getting new carpet this year once carpet arrives.	\$45,000.00
	New set of back doors by Ag Shop (exterior doors) - then add door swipes for security	\$30,000.00

	Tear down old Kwanza Hut (football field) - unsafe and area where students could access	\$10,000.00
	New HVAC units (gym) & air handlers (mechanical room)	
	New bleachers for gym	\$90,000.00
	Marquee upfitted to LED sticks/new faceplates, etc.	\$8,500.00
Plain View ES		
	New playground - old/unsafe one was removed from campus in 2021	\$40,000.00
	Mobile units (singles or 4-plex unit) Need more classroom space	
	School re-keyed	\$20,000.00
Midway ES		
	Rodent-proof front entrance	\$8,000.00
	Pressure wash entire building and all awnings - look dirty/moldy	\$10,000.00
	New intercom system needed here - current one being used is old and obsolete - will not be able to get parts for repairs	\$30,000.00
	Marquee upgrade / LED sticks/ new faceplates, etc. Will require lift.	\$10,000.00
Midway MS		
	New Intercom System	\$30,000.00
	Paint remaining classrooms - 7th, 8th, and Exploratory	\$25,000.00
	Install carpet in the band room	\$14,000.00
	Replace some bathroom partitions	\$30,000.00
Midway HS		
	Remove bookcases from media center and furnish with furniture to create collaborative learning spaces.	\$30,000.00
	Gymnasium Sound System	\$40,000.00
	Large cabinet encased frames for large canvases for each hallway to showcase a work of art for each department.	\$8,000.00
Clement ES		
	New playground equipment and/or larger new playground	\$40,000.00
	Gym floor sanded, painted, and refinished	\$15,000.00
	Front wall of school pressure washed	\$3,000.00
	Need to address drainage issues in back of school before installing new playground equipment	\$20,000.00
	Wall in computer lab taken down	\$10,000.00
	School re-keyed	\$20,000.00
	Install LED lights in gym	\$6,500.00
	Cell booster installed	\$40,000.00
	Marquee upgrade/upfit/new LED sticks/faceplates, etc.	\$7,500.00

Salemburg ES		
School re-keyed		\$25,000.00
New Intercom system		\$30,000.00
Remove and replace basketball goals outside on the playground		\$8,000.00
Window tinting on groups of windows at end of hall (52) to help with glare, security, and energy efficiency		\$5,000.00
New desk for principal		\$3,000.00
Address drainage issues in back of school where mobile units are - very wet/builds up under MU's - causes rotting, moldy smell, dampness, odor, etc.		\$15,000.00
Front offices, etc. painted		\$12,000.00
Roseboro ES		
Exterior Painting (including breezeway)		\$20,000.00
Interior painting - 6 blocks up - use colors same as other elem. Schools - hallways		\$25,000.00
Fencing installed around the school (Will Rd.)		\$85,000.00
Roofing repairs		\$20,000.00
Cell booster installed		\$40,000.00
Digital clocks replaced that are not operational		\$10,000.00
Roseboro MS		
Create conference room in front office by adding a door in the front office area where current copy room is		\$10,000.00
Replace media center furniture and carpet in media center and front office offices		\$35,000.00
Walkway covering from end of 8th grade hall to covered back entrance to hallway		\$30,000.00
Replace mobile units		\$90,000.00
Pot hole repaired and paving in bus parking lot		\$20,000.00
Lakewood HS		
Work on the HVAC control systems to improve consistent heating and air in all classrooms in the building.		\$40,000.00
Classroom door barricade devices		\$30,000.00
New poles and LED lights on athletic fields - old poles are rotten/woodpecker holes/unsafe		\$150,000.00
Union ES		
Plug in Pressure washer – Ours at UES no longer works. We need our exterior sidewalks pressure washed as they are turning black from wear and tear/exposure to elements		\$2,000.00
Desk Movers – the carts that our custodians use to move desks around the school are extremely old and worn out.		\$5,000.00
Propane Riding Buffer for floors		\$23,000.00
Several classrooms painted during summer/Spring Break/Christmas - not during instructional time		\$10,000.00

	Replace some digital clocks that are not operational	\$8,000.00
	Front of school needs painting (outside) and new logo painted where Spartan head used to be - also all-around school - poles/canopy posts/hand rails needs paint	\$20,000.00
Union Intermediate		
	Instructional space – at least one mobile unit possibly 2 - Instructional space for students is max-ed out inside. Limited availability for small group instruction, and other therapy services such as (OT, PT, Speech, AIG), no growth for additional homerooms, BEP spaces, or for EC resource classes	
	Playground Upgrade – replace the climbing wall and see-saws with different structure / new playground?	\$40,000.00
	Kidney/Horseshoe Tables – for small group instruction (10)	\$8,500.00
	Finish painting project in the library – including the library office, workroom and X-lab, paint the library trim (large room, library office, workroom and X-lab)	\$5,000.00
	Principal is requesting all boys and girls’ restrooms to be painted - Aug. 2021	\$17,000.00
	New floor machines - custodial	\$20,000.00
Union MS		
	Replacement of front doors to the school. The framework for the exterior doors is wood. They may even be the original doors to the school. This wooden structure is rotting away. New security and hardware once new doors are installed.	\$35,000.00
Union HS		
	New blinds for classrooms - current ones are 14 years old	\$30,000.00
	Benches for front of school underneath awning - several of these in red or black	\$8,000.00
	Skylight metal over atrium area looked at/repared - piece is loose - deteriorating	\$30,000.00
	Scoreboards needs painting (all) & weight room needs painting	\$25,000.00
Early College HS		
	(2) 6'-8' metal or plastic storage cabinets that are lockable (3"-4" deep)	\$3,500.00
	Permanent sign (in ground) with school crest on it (request is from last year)	\$1,500.00
CE Perry		
	Painting, interior repairs to kitchen and dining areas	\$35,000.00
	LED lights installed in gym	\$6,500.00
Early Childhood Dev. Center		

LED lights installed in gym		\$6,500.00
Plant Operations		
Paint outside of building, new windows, gutters, new signage, overall upgrade to outside of building		\$75,000.00
Child Nutrition		
Rest of backflow preventers to be purchased and installed - per County and State Health Inspector		\$10,000.00
SYSTEMWIDE (see below)		
Fleet Vehicles	(2) Work trucks for Plant Operations (Wastewater & Carpentry)	\$88,000.00
Comments: Several old vehicles/equipment to be listed on GovDeals.com this Spring		
Wastewater Cont.		\$30,000.00
Roof & Paint Cont.		\$30,000.00
Emergency Cont.		\$25,000.00
Asbestos removal		\$30,000.00
HVAC Cont.		\$30,000.00
Paving		\$50,000.00
Mobile Units (reduce classroom sizes)		
Gym floors / maintenance		\$20,000.00
Playground Mulch/border		\$25,000.00
Fire Alarm Systems		\$25,000.00
		\$2,430,500.00
Passed by majority vote of the Board of Education of Sampson County Schools on the 21 st day of March, 2022.		We, the Board of County Commissioners of Sampson County hereby approve the Capital Outlay Budget Amendment as indicated above and have made entry of this budget on the minutes of said Board, this ____ day of _____, 2022.
 _____ Chair, Board of Education		_____ Chair, Board of Commissioners
 _____ Secretary, Board of Education		_____ County Manager

** The County signatures above acknowledge receipt of this document. The signatures do not signify the actual appropriation by the Sampson County Board of Commissioners. County funding allocations may be found within the FY 2022-2023 Budget Ordinance as adopted by the Sampson County Board of Commissioners on June 16, 2022.

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.